

# Broward County Transportation Disadvantaged Service Plan Minor Update

**September 2014**

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**Prepared for:** Broward County, Florida and Florida Commission for the Transportation Disadvantaged

**By:** Broward Metropolitan Planning Organization and Broward County Community Transportation Coordinator (Broward County Transportation Department)

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**Transportation Disadvantaged Service Plan  
Update/Amendment Table**

X indicates areas that are being updated/amendment

<b>I.</b>	<b>Development Plan</b> .....	<b>X</b>
<b>A.</b>	<b>Introduction to the Service Area</b> .....	<b>X</b>
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	e. Broward Metropolitan Planning Organization Long-Range 2035 Transportation Plan Update.....	<b>X</b>
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## Transportation Disadvantaged Service Plan Update/Amendment Table

X indicates areas that are being updated/ amendment

<b>E.</b>	<b>Implementation Plan</b> -----	<u>    X    </u>
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<b>F.</b>	<b>MPO Public Involvement Plan</b> -----	<u>    X    </u>
<b>II.</b>	<b>Service Plan</b> -----	<u>    X    </u>
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1.	Types, Hours, and Days of Service-----	<u>    X    </u>
2.	Accessing Services-----	<u>    X    </u>
3.	Transportation Providers and Coordination Contractors	<u>    X    </u>
4.	Public Transit Utilization-----	<u>    X    </u>
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## Introduction

### Purpose of the Plan

The Transportation Disadvantaged Service Plan (TDSP)/Coordinated Human Services Transportation Plan (CHSTP) outlines services and service parameters governing coordination of transportation services provided to the transportation disadvantaged. The TDSP/CHSTP addresses requirements of the federal Safe, Accountable, Flexible, Efficient Transportation Equity Act: MAP-21 furthers several important goals, including safety, state of good repair, performance, and program efficiency.

MAP-21 gives Federal Transit Authority (FTA) significant authority to strengthen the safety of public transportation systems throughout the United States. The act puts emphasis on restoring and replacing our aging public transportation infrastructure by establishing a needs-based formula program and asset management requirements. In addition it establishes performance-based planning requirements aligning Federal funding with key goals and tracks progress these goals. Finally, MAP-21 improves efficiency with administering grant programs by consolidating several programs.

The Section 5310 Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program provides formula funding to increase mobility of seniors and persons with disabilities. The Federal goal of the Section 5310 Program is to provide assistance in meeting the needs of seniors and individuals with disabilities where public transit services are unavailable, insufficient or inappropriate. Funds are apportioned based on each State's share of targeted populations and are apportioned to States (for all areas under 200,000) and large urbanized areas (over 200,000). The former New Freedom program (5317) is folded into the Section 5310 Program. The New Freedom program provided grants for services for individuals with disabilities that went above and beyond requirements of the Americans with Disabilities Act (ADA). Activities eligible under New Freedom are now eligible under the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program.

Projects selected for funding must be included in a locally developed, coordinated public transit-human services transportation plan and competitive selection process, which was required under the former New Freedom program, is now optional. At least 55 percent of program funds must be spent on types of capital projects eligible under the former section 5310 -- public transportation projects planned, designed and carried out to meet special needs of seniors and individuals with disabilities when public transportation is insufficient, inappropriate or unavailable. The remaining 45 percent may be used for: public transportation projects exceeding requirements of ADA; public transportation projects improving access to fixed-route service and decrease reliance by individuals with disabilities on complementary paratransit; or alternatives to public transportation that assist seniors and individuals with disabilities. Using these funds for operating expenses requires

50 percent local match while using these funds for capital expenses (including acquisition of public transportation services) requires 20 percent local match.

MAP-21 focuses on improving efficiency of grant program operations by consolidating certain programs and repealing other programs Job Access and Reverse Commute activities are now eligible under Urbanized Area Formula program (5307).

## Plan Overview and History

TDSP annual update is coordinated between the Broward Metropolitan Planning Organization (MPO) and Community Transportation Coordinator (CTC) with guidance and approval of the Local Coordinating Board (LCB). This collaboration facilitates delivery of transportation services to persons in Broward County, Florida who are transportation disadvantaged.

Broward County Board of County Commissioners (BCBCC) was officially designated as CTC-the Broward County service area on August 15, 1990, pursuant to Chapter 427, F. S.

In its role as CTC, BCBCC has expanded access to transportation disadvantaged (TD) services by means of added programs and service capability. CTC reports performance information and service updates to the LCB at each meeting. Florida Commission for the Transportation Disadvantaged (FCTD) created LCB to enhance local participation in planning and delivery of coordinated transportation services.

This TDSP/CHSTP minor update, required by FCTD, contains development, service and quality assurance components. This TDSP Minor Update addresses the Development Plan, Operation Element of the Service Plan and an update to Cost/Revenue Allocation and Rate Structure Justification. The TDSP was developed in accordance with legislative requirements of Rule 41-2, F.A.C., in conformance with FCTD's "Coordinated Transportation Contracting Instructions" dated June 1996, and incorporating TDSP criteria provided by FCTD.

## **I. Development Plan**

This section of the TDSP includes: the Organizational Chart, the LCB Certification, Service Analysis, the Goals, Objectives and Strategies and the Implementation Plan of the Transportation Disadvantaged Improvement Projects.

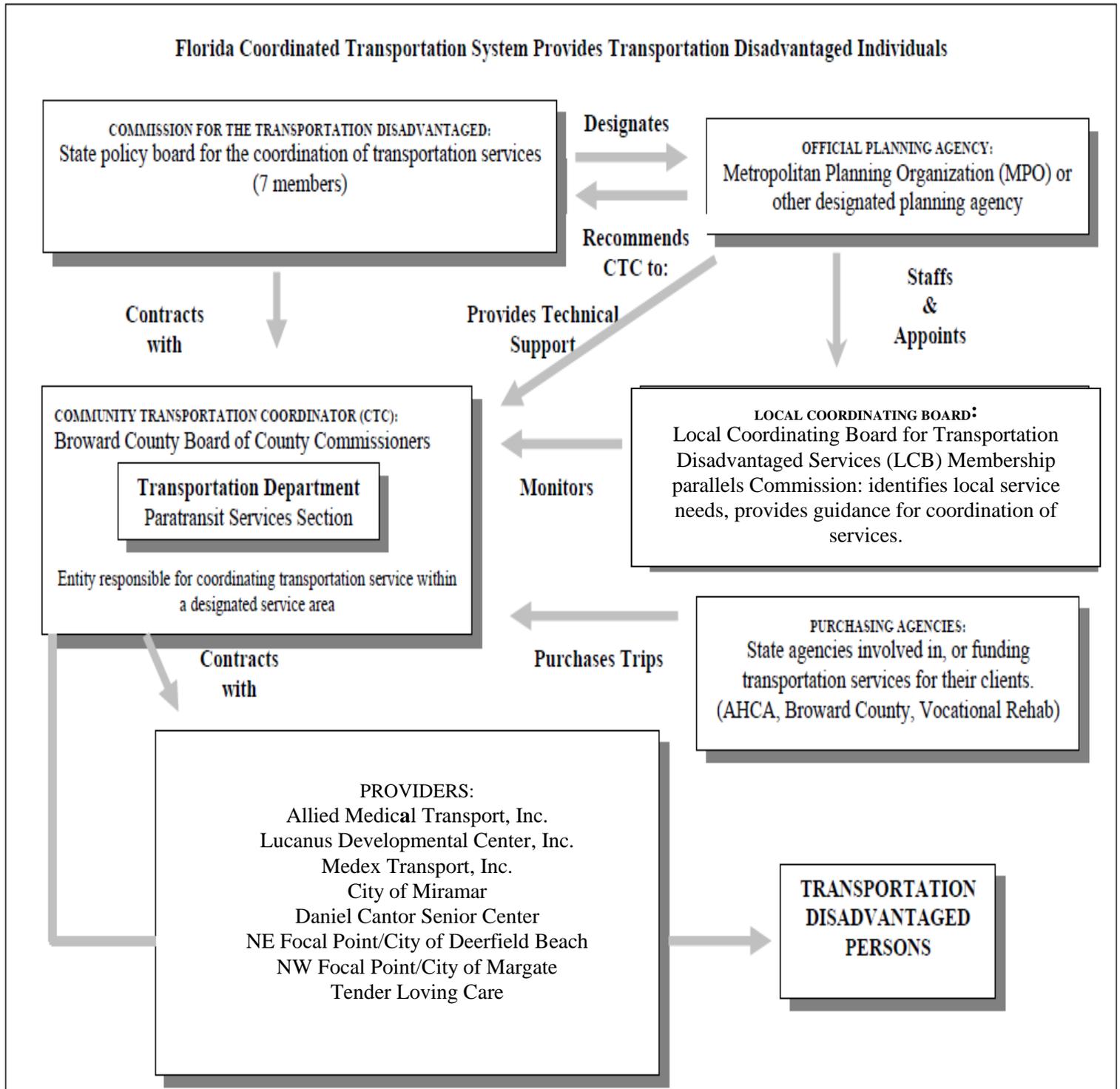
### **A. Introduction To The Service Area**

#### **3. Organizational Chart**

#### **5. Local Coordinating Board Certification**

Representative membership of the LCB for Transportation Services, established pursuant to Rule 41-2.012(3), F.A.C., is located on page 10.

### 3. Organizational Chart



# LOCAL COORDINATING BOARD MEMBERSHIP CERTIFICATION

NAME (MPO/DOPA): Metropolitan Planning Organization  
 ADDRESS: 100 West Cypress Creek Road, Suite 850  
 Ft. Lauderdale, FL 33309

The Metropolitan Planning Organization/Designated Official Planning Agency named above hereby certifies to the following:

1. The membership of the Local Coordinating Board, established pursuant to Rule 41-2.012(3), FAC, does in fact represent the appropriate parties as identified in the following list; and
2. The membership represents, to the maximum extent feasible, a cross section of the local community.

SIGNATURE: 

DATE: 9/24/2014

REPRESENTATION	MEMBER	ALTERNATE	TERM
1. CHAIRMAN	Mayor Joy Cooper	None	MPO
2 FDEA	Edith Lederberg (Vice Chair)	Shirley Snipes	Agency
3. DISABLED COMMUNITY	Harry Kember	Robert Bereolos	11/30/2015
4. ELDERLY (60+) COMMUNITY	Robert J. Siedlecki	Mark Levitt	11/30/2016
5. CITIZEN ADVOCATE/ SYSTEM USER	Tom Ryan	Debbie Ryan	11/30/2015
6. VETERANS' COMMUNITY	Sharon Ross	George Robert	11/30/2014
7. ECONOMICALLY DISADVANTAGED	Pamela Carre	Annette Wellington-	11/30/2014
8. PUBLIC EDUCATION COMMUNITY	Carolyn Brownlee-Fuller	Christine Jenkins	12/31/2014
9. FDOT	Nancy Weizman	Lisa Maack	Agency
10. FDCF	Emilio Maicas	Maria Chiari	Agency
11. FDOE/VOCATIONAL REHABILITATION	S. Lynn Popejoy	Eva-Lyn Facey	Agency
12.. CITIZEN ADVOCATE	Diane Smith	Vera Sharitt	11/30/2016
13. AHCA/MEDICAID	Karen Porter	Teresa Yoder-Trau	Agency
14. CHILDREN AT RISK	Vacant		
15. PRIVATE TRANSPORTATION	Karen Caputo	Diandre Hernandez	11/30/2014
16. MASS/PUBLIC TRANSIT INDUSTRY	CTC - No Member	None	
17. LOCAL MEDICAL COMMUNITY	Deborah Hill	Judith C. Elfont	Agency
18. LOCAL WORKFORCE DEVELOPMENT BOARD	Melanie Magill	Marissa Rivera	Agency

## C. Service Analysis

### 2. Needs Assessment

Broward County is the second largest county in Florida in terms of population and employment. The County has a larger senior citizen population, with 14.3 percent age 65 or older, than the national average, of 12.6 percent. These factors are key indicators of transit/paratransit use as are automobile availability, income, traffic, urban growth and land use/site planning. These factors contribute to the need for public transit in Broward County.

Based on 2010 U.S. Census Bureau estimates, disabled senior's individuals comprise 32% of Broward's population. Including economically disadvantaged persons, seniors, disabled, and economically disadvantaged populations comprise approximately 45% of Broward's population. Due to reduced employment opportunities for the disabled, they are also economically disadvantaged. As "Baby Boomers" age that percentage will rise as will the demand for TD services. Transportation alternatives must be available and accessible. Florida's population is estimated to reach 23.5 million by 2020 with one-in-four Floridians over the age of 65.

Major challenges include:

- ◆ Cost of Service
- ◆ Proper allocation of funding
- ◆ Keeping up with demand
- ◆ Medicaid contract requirements and reduced funding
- ◆ Regionalization

Unmet needs of economically disadvantaged and low-income individuals include jobs providing income and benefits and transportation. Historical patterns of high vehicle ownership, low provision of public transportation and suburban sprawl have combined to create an environment where not owning a car is a serious barrier to employment and economic self-sufficiency. Almost 98% of Broward's workers drive to work because a car is more convenient, flexible, and public transportation headways are long and routes do not offer direct connections to employment centers.

### 3. Barriers to Coordination

Identification of barriers is important to establish and operate an efficient system of TD services. Barriers to coordination and accessibility identified for Broward County include:

- fragmentation inherent in a service area encompassing thirty-one (31) municipalities

- how information is collected, retained and reported among Providers, municipalities, agencies
- regional coordination
- lack of funding

Broward County Transit Division operating as Broward County Transit (BCT) is responsible for countywide fixed-route and paratransit transportation services. BCT works closely with the Broward Metropolitan Planning Organization in the development of plans and the analysis of transit issues. This process includes adhering to established transportation goals and policies, monitoring and evaluating existing service and service needs, developing improvements, and public review.

BCT provides Paratransit services known as TOPS! (Transportation Options) for individuals meeting ADA or Transportation Disadvantaged (elderly, disabled, or economically disadvantaged) eligibility requirements in addition to regular fixed-route and Community Bus services.

The Commission for the Transportation Disadvantaged (FCTD) is a primary resource for information, guidance, oversight and legislative advocacy on behalf of the statewide coordinated system.

#### **D. Goals, Objectives and Strategies**

TDSP Goals and Objectives presented on pages 10 to 22, are consistent with Florida legislative and administrative requirements and support FCTD goals and. TDSP is consistent with the Broward MPO’s Long-Range Transportation Plan, BCT’s Ten-Year Transit Development Plan and simultaneously supports other planning efforts. Every effort is made to address regional issues outlined in the Strategic Regional Policy Plan for South Florida produced by South Florida Regional Planning Council.

TOPS! is one of the nation’s largest and most effective paratransit programs. Enhanced service standards, responsiveness to client input and partnering with local community agencies contribute to continuing improvement in delivery of services.

#### **E. Implementation Plan**

The Five-Year TD Improvement Program and Implementation Schedule are contained in the Implementation Plan. These sections are updated annually and are related to TDSP Goals and Objectives.

##### **1. Five-Year Transportation Disadvantaged Improvement Program**

The T D Improvement Projects are located in Section 6 “County and Local Projects” within

the Transportation Improvement Program (TIP), as adopted by the Broward Metropolitan Planning Organization. TIP is multi-modal in nature and the TD section is developed through input and involvement of governmental agencies, private sector and citizen advocates. TIP projects are presented on pages 23-24.

## **2. Implementation Schedule**

TDSP Goals, Objectives and Strategies with the Schedule of Implementation are indicated on pages 10 to 22.

## **3. 2035 Long Range Transportation Plan (LRTP)**

The LRTP guides the expenditure of federal, state and local transportation funds. The Plan addresses the transportation system (major pedestrian, bikeways, transit and highways) planning needs for a 20-year horizon. The primary LRTP tasks include: identification of goals and objectives, estimation of financial resources, identification of the future transportation system "needed," development of the Cost Feasible Plan, and the public involvement process in support of plan development. This ensures that planning is taking place far enough in advance to protect transportation resources and design facilities that will satisfy needs for a reasonable length of time, once implemented. The Plan is the primary source for identifying projects that should be considered for inclusion in the Transportation Improvement Program.

Currently the Broward MPO is working on updating the 2035 LRTP Plan. The Commitment 2040 builds on previous efforts by integrating existing ideas, concepts and plans with the latest available information and public opinion. Affordable Projects (Financially Feasible) are specific improvements we can afford to build over the next 26 years. Unfunded Improvements (Illustrative) are identified projects we cannot currently afford, but would implement should additional funding become available. New MPO Programs will utilize eligible funds to accelerate the delivery of projects that support our complete streets and other localized initiatives. Adoption of Commitment 2040 planned for end of fiscal year 2014. For more information please visit <http://www.browardmpo.org/commitment-2040>.

## **4. Transit Development Plan (TDP)**

The FY 2014-23 TDP serves as the strategic guide for public transportation in Broward County over the next 10 years. Development of this TDP included a number of activities, including documentation and analysis of the demographic conditions in BCT's service area, an evaluation of existing transit services in Broward County, market research and extensive public involvement efforts, an analysis of immediate and longer term transit service and capital project needs and a funding analysis and plan that

initiates strategic approaches to maintaining and expanding transit services in Broward County within the next ten years and forward.

To view the complete TDP plan please visit  
<http://www.broward.org/BCT/Pages/TransitDevelopmentPlan.aspx>

## **F. MPO Public Involvement Plan**

The Broward MPO's policy on public participation is to create opportunities for segments of the public to learn and become informed about issues and proposals under its consideration, particularly those affected by the outcomes or with special needs. This policy lays the is fundamentaltion in ensuring the public is an important key player participant in the planning and decision-making process.

The MPO maintains public involvement opportunities for transportation plans and projects for impacted communities through a wide range of methods including but not limited to: advisory committees, public meetings and workshops, public workshops on special interest issues, community meetings to reach specific neighborhoods or groups of people, transportation fairs, community events, visits to elementary schools and universities, continuous public comment opportunities at MPO and committee meetings, media stories, and press releases, user satisfaction surveys, displays, periodic mailings including a transportation newsletter, press kits, web pages and e-blasts.

One of the primary goals of the Broward MPO in providing public involvement is to ensure that transportation plans reflect community input and benefit all segments of the community equitably. The Broward MPO's Public Involvement Plan following contains the following objectives reflect to obtain this goal:

1. Informing the Public
2. Educating the Public
3. Involving the Public
4. Reaching Out to Communities
5. Improving Public Involvement

The MPO regularly assesses the effectiveness of its public participation techniques to develop strategies for improving greater progress toward public involvement.

The Broward MPO's Public Involvement Plan website can be found at:  
<http://www.browardmpo.org/planning/public-involvement>

## BROWARD COUNTY TRANSPORTATION DISADVANTAGED SERVICE PLAN

**GOAL 1: ENSURE AVAILABILITY OF TRANSPORTATION SERVICES TO PERSONS WHO ARE TRANSPORTATION DISADVANTAGED.**

	PERFORMANCE MEASURE	EST. DATE OF COMPLETION	CURRENT STATUS	RESPONSIBLE AGENCY
<p><b>Objective 1: Promote the provision of the most effective mix of transportation services that meets demands for sponsored and non-sponsored trips.</b></p> <p><b>Strategy #1:</b> Maximize use of computer software by CTC and TOPS! Reservation Center in routing, scheduling and operating data.</p> <p><b>Strategy #2:</b> Require Providers to develop and maintain records of pick-up / appointment times, referrals to CTC and trip denials.</p>	#1) Number of non-sponsored trips provided	<b>Quarterly* reporting</b>	<b>Ongoing**</b>	<b>BCT</b>
	#2) Number of clients and trips allocated to each Provider	<b>Quarterly* reporting</b>	<b>Ongoing**</b>	<b>BCT</b>
	#3) Number of non-sponsored trips delivered	<b>Quarterly* reporting</b>	<b>Ongoing**</b>	<b>BCT</b>

\*Quarterly reporting to the LCB board

\*\*Ongoing data recording by BCT

## BROWARD COUNTY TRANSPORTATION DISADVANTAGED SERVICE PLAN

### GOAL 1: ENSURE AVAILABILITY OF TRANSPORTATION SERVICES TO PERSONS WHO ARE TRANSPORTATION DISADVANTAGED. (Continued)

	PERFORMANCE MEASURE	EST. DATE OF COMPLETION	CURRENT STATUS	RESPONSIBLE AGENCY
<p><b>Strategy #3:</b> Continue to maintain computerized trip information to monitor and manage the provision of TD services.</p> <p><b>Strategy #4:</b> Continue to develop an information system for marketing TD services.</p> <p><b>Strategy #5:</b> Expand transit market by promoting and marketing BCT's "family of services."</p>	#4) Number of sponsored trips	<b>Quarterly* reporting</b>	<b>Ongoing**</b>	<b>BCT</b>
	#5) Number and kinds of services	<b>Quarterly* reporting</b>	<b>Ongoing**</b>	<b>BCT</b>
	#6) Accounting of marketing activities.	<b>Quarterly* reporting</b>	<b>Ongoing**</b>	<b>BCT</b>

\*Quarterly reporting to the LCB board

\*\*Ongoing data recording by BCT

## BROWARD COUNTY TRANSPORTATION DISADVANTAGED SERVICE PLAN

**GOAL 1: ENSURE AVAILABILITY OF TRANSPORTATION SERVICES TO PERSONS WHO ARE TRANSPORTATION DISADVANTAGED. (Continued)**

	PERFORMANCE MEASURE	EST. DATE OF COMPLETION	CURRENT STATUS	RESPONSIBLE AGENCY
<p><b>Objective 2: Community awareness of TD services.</b></p> <p><b>Strategy #1:</b> Develop marketing tools for agencies serving individuals who could benefit.</p> <p><b>Strategy #2:</b> Continue efforts to market informational materials for riders.</p>	#1) Number of new TD clients	<b>Quarterly* reporting</b>	<b>Ongoing**</b>	<b>BCT</b>
	#2) Total amount spent on marketing/public information	<b>Ongoing**</b>	<b>Ongoing**</b>	<b>BCT</b>
	#3) Number of Informational documents distributed	<b>Ongoing**</b>	<b>Ongoing**</b>	<b>BCT</b>

\*Quarterly reporting to the LCB board

\*\*Ongoing data collection by BCT

## BROWARD COUNTY TRANSPORTATION DISADVANTAGED SERVICE PLAN

**GOAL 2: ENSURE THE TRANSPORTATION DISADVANTAGED PROGRAM IS DELIVERED IN THE MOST EFFECTIVE AND EFFICIENT MANNER.**

	PERFORMANCE MEASURE	EST. DATE OF COMPLETION	CURRENT STATUS	RESPONSIBLE AGENCY
<p><b>Objective 1: Implement appropriate methods and procedures to accomplish cost-effective service delivery.</b></p> <p><b>Strategy #1:</b> Continue monthly reporting process via computerized trip management system (CTMS) to monitor efficiency and cost effectiveness.</p>	#1) Cost to County per passenger trip	<b>Monthly</b>	<b>Ongoing**</b>	<b>BCT</b>
	#2) Cost to County per vehicle mile	<b>Monthly</b>	<b>Ongoing**</b>	<b>BCT</b>

\*Quarterly reporting to the LCB board

\*\*Ongoing data collection by BCT

## BROWARD COUNTY TRANSPORTATION DISADVANTAGED SERVICE PLAN

**GOAL 2: ENSURE THE TRANSPORTATION DISADVANTAGED PROGRAM IS DELIVERED IN THE MOST EFFECTIVE AND EFFICIENT MANNER. (Continued)**

	PERFORMANCE MEASURE	EST. DATE OF COMPLETION	CURRENT STATUS	RESPONSIBLE AGENCY
<p><b>Objective 2: Ensure effective program administration.</b></p> <p><b>Strategy #1:</b> Continue monthly reporting format to evaluate efficiencies and effectiveness of the TD program.</p> <p><b>Strategy #2:</b> Ensure service plan adherence.</p> <p><b>Strategy #3:</b> Continue monthly reporting process via CTMS to monitor efficiency, cost effectiveness and quality.</p>	#1) Annual evaluation of CTC performance by the Local Coordinating Board	<b>June 2014</b>	<b>Complete</b>	<b>LCB CTC</b>
	#2) Quality Assurance Performance Evaluation performed by Florida Commission for the Transportation Disadvantaged	<b>Ongoing**</b>	<b>Ongoing**</b>	<b>FCTD</b>
	#3) Passenger trips per hour	<b>Quarterly* reporting</b>	<b>Ongoing**</b>	<b>BCT</b>
	#4) Passenger trips per vehicle mile	<b>Quarterly* reporting</b>	<b>Ongoing**</b>	<b>BCT</b>

\*Quarterly reporting to the LCB board    \*\*Ongoing data collection by BCT

## BROWARD COUNTY TRANSPORTATION DISADVANTAGED SERVICE PLAN

**GOAL 2: ENSURE THE TRANSPORTATION DISADVANTAGED PROGRAM IS DELIVERED IN THE MOST EFFECTIVE AND EFFICIENT MANNER. (Continued)**

	PERFORMANCE MEASURE	EST. DATE OF COMPLETION	CURRENT STATUS	RESPONSIBLE AGENCY
<p><b>Objective 3: Promote utilization of the most cost-effective transportation mode.</b></p> <p><b>Strategy #1:</b> Continue monthly reporting process via CTMS to monitor usage and effectiveness of the TD program.</p> <p><b>Strategy #2:</b> Promote and continue monthly bus pass program for individuals and large user agencies.</p>	#1) Percent fixed-route trips are of total trips	<b>Monthly</b>	<b>Ongoing**</b>	<b>BCT</b>
	#2) Percent group-trips (program trips) are of total trips	<b>Monthly</b>	<b>Ongoing**</b>	<b>BCT</b>
	#3) Percent subscription trips are of total trips	<b>Monthly</b>	<b>Ongoing**</b>	<b>BCT</b>
	#4) Number of TD bus pass sales	<b>Monthly</b>	<b>Ongoing**</b>	<b>BCT</b>
	#5) Number of valid applicants	<b>Monthly</b>	<b>Ongoing**</b>	<b>BCT</b>

\*Quarterly reporting to the LCB board    \*\*Ongoing data collection by BCT

## BROWARD COUNTY TRANSPORTATION DISADVANTAGED SERVICE PLAN

**GOAL 3: ENSURE THAT SAFE AND QUALITY SERVICE IS PROVIDED THROUGH THE COORDINATED SYSTEM.**

	PERFORMANCE MEASURE	EST. DATE OF COMPLETION	CURRENT STATUS	RESPONSIBLE AGENCY
<p><b>Objective 1: Encourage courteous service and passenger satisfaction.</b></p> <p><b>Strategy #1:</b> Conduct transportation evaluations for quality services.</p> <p><b>Strategy #2:</b> Utilize surveys to receive feedback from riders and maintain quality service.</p>	#1) Number of complaints/grievances filed against the system	Ongoing**	Ongoing**	BCT FCTD
	#2) Analysis of quality survey results	May 2014	Completed	LCB
	#3) Percentage of satisfied clients	May 2014	Completed	LCB FCTD

\*Quarterly reporting to the LCB board    \*\*Ongoing data collection by BCT

## BROWARD COUNTY TRANSPORTATION DISADVANTAGED SERVICE PLAN

**GOAL 3: ENSURE THAT SAFE AND QUALITY SERVICE IS PROVIDED THROUGH THE COORDINATED SYSTEM.  
(Continued)**

	PERFORMANCE MEASURE	EST. DATE OF COMPLETION	CURRENT STATUS	RESPONSIBLE AGENCY
<p><b>Objective 2: Promote service that minimizes rider travel and wait times.</b></p> <p><b>Strategy #1:</b> Adhere to service plan.</p> <p><b>Strategy #2:</b> Update and promote paratransit rider's guide.</p>	#1) Percent on-time (pick-up and/or drop-off)	<b>Quarterly* Report</b>	<b>Ongoing**</b>	<b>BCT</b>
	#2) Number of trip requests referred to other Providers	<b>Ongoing**</b>	<b>Ongoing**</b>	<b>BCT</b>
	#3) number of complaints filed	<b>Quarterly* Report</b>	<b>Ongoing**</b>	<b>FCTD</b>
	#4) Number of guides produced and distributed	<b>Ongoing**</b>	<b>Ongoing**</b>	<b>BCT</b>

\*Quarterly reporting to the LCB board    \*\*Ongoing data collection by BCT

**BROWARD COUNTY TRANSPORTATION DISADVANTAGED SERVICE PLAN**

**GOAL 3: ENSURE THAT SAFE AND QUALITY SERVICE IS PROVIDED THROUGH THE COORDINATED SYSTEM.  
(Continued)**

	PERFORMANCE MEASURE	EST. DATE OF COMPLETION	CURRENT STATUS	RESPONSIBLE AGENCY
<p><b>Objective 3: Require the provision of safe and reliable service.</b></p> <p><b>Strategy #1:</b> Maintain accident records for Annual Operating Report (AOR).</p> <p><b>Strategy #2:</b> Conduct FDOT System Safety Plan evaluations for transportation Providers.</p>	#1) Vehicle accidents per 100,000 vehicle miles	<b>July 2014</b>	<b>Complete</b>	<b>BCT</b>
	#2) Road call rate per passenger trip	<b>July 2014</b>	<b>Complete</b>	<b>BCT</b>
	#3) FDOT Summary Report			

## BROWARD COUNTY TRANSPORTATION DISADVANTAGED SERVICE PLAN

### GOAL 4: SECURE NECESSARY FUNDING TO SUPPORT THE TD PROGRAM.

	PERFORMANCE MEASURE	EST. DATE OF COMPLETION	CURRENT STATUS	RESPONSIBLE AGENCY
<p><b>Objective 1: Maintain and increase funding to better meet the continued demand for paratransit services.</b></p> <p><b>Strategy #1:</b> Maintain monitoring by LCB, MPO and CTC of annual reports of agencies funding TD services.</p> <p><b>Strategy #2:</b> Continue to pursue funding for non-sponsored trips.</p>	#1) Total funds received from TD Trust fund	<b>May 2014</b>	<b>Complete</b>	<b>LCB</b> <b>MPO</b> <b>BCT</b> <b>BCT</b> <b>BCT</b>
	#2) Total funds received from current sources	<b>Ongoing**</b>	<b>Ongoing**</b>	
	#3) Total funds received from new sources	<b>Ongoing**</b>	<b>Ongoing**</b>	

\*Quarterly reporting to the LCB board    \*\*Ongoing data collection by BCT

**BROWARD COUNTY TRANSPORTATION DISADVANTAGED SERVICE PLAN**

**GOAL 4: SECURE NECESSARY FUNDING TO SUPPORT THE TD PROGRAM. (Continued)**

	PERFORMANCE MEASURE	EST. DATE OF COMPLETION	CURRENT STATUS	RESPONSIBLE AGENCY
<p><b>Objective 2: Encourage public and private agencies to identify and allocate sufficient funds to meet transportation needs of their program participants.</b></p> <p><b>Strategy #1:</b> Maintain monitoring by LCB, MPO and CTC of annual reports of agencies funding transportation service for their clients.</p>	<p>#1) Total funds budgeted by state agencies in the coordinated system</p> <p>#2) Total funds spent by state agencies in the coordinated system</p> <p>#3) Total funds budgeted to provide sponsored trips by non-state agencies</p> <p>#4) Total funds spent to provide sponsored trips by non-state agencies</p> <p>#5) Total funds budgeted to provide ADA trips</p> <p>#6) Total funds spent to provide ADA trips</p>	<p><b>September 2014</b></p>	<p><b>Complete</b></p>	<p><b>BCT LCB MPO</b></p>

**BROWARD COUNTY TRANSPORTATION DISADVANTAGED SERVICE PLAN**

**GOAL 5: ENSURE TD PROGRAM ACCOUNTABILITY.**

	<b>PERFORMANCE MEASURE</b>	<b>EST. DATE OF COMPLETION</b>	<b>CURRENT STATUS</b>	<b>RESPONSIBLE AGENCY</b>
<p><b>Objective 1: Adhere to state and federal statutes, rules and regulations for the TD program.</b></p> <p><b>Strategy #1:</b> Develop and maintain schedules, (monthly, quarterly, annual) for all pertinent activities related to TD in response to FCTD, Chapter 427 and Federal law.</p>	<p>#1) Timely submission of required documentation: i.e., CTC’s Annual AOR Operating Report, Service Plan, Coordination Contracts, Provider Operator Contracts, Grant Applications, Memorandum of Agreement, Monthly Billing, Quarterly Planning Grant deliverables, CTC evaluations, Progress Reports, - All documents accompanied by necessary endorsements and signatures.</p>	<p><b>Quarterly Submission to the CTD</b></p>	<p><b>Ongoing**</b></p>	<p><b>BCT LCB MPO</b></p>
	<p>#2) Compliance with Americans with Disabilities Act of 1990 and other state and federal requirements.</p>	<p><b>Ongoing**</b></p>	<p><b>Ongoing**</b></p>	<p><b>BCT</b></p>

\*Quarterly reporting to the LCB board    \*\*Ongoing data collection by BCT

## BROWARD COUNTY TRANSPORTATION DISADVANTAGED SERVICE PLAN

### GOAL 5: ENSURE TD PROGRAM ACCOUNTABILITY. (Continued)

	PERFORMANCE MEASURE	EST. DATE OF COMPLETION	CURRENT STATUS	RESPONSIBLE AGENCY
<p><b>Objective 2: Collect, compile, report and maintain data necessary for evaluation of the local Transportation Disadvantaged program.</b></p> <p><b>Strategy #1:</b> Evaluate monthly status reports; quality control reports; and Provider meetings and marketing activities.</p> <p><b>Strategy #2:</b> Maintain all records including complaint resolution; TD eligibility list; coordination agreements and facilitating audit and review activities.</p>	<p>#1) Completion of annual CTC performance evaluation performed by the Local Coordinating Board and recommendation by MPO</p>	<p><b>June 2014</b></p>	<p><b>Completed</b></p>	<p><b>LCB MPO</b></p>
	<p>#2) Review and dissemination Of performance evaluations as conducted by FCTD Commission staff</p>	<p><b>Ongoing**</b></p>	<p><b>Ongoing**</b></p>	<p><b>FCTD BCT</b></p>

\*Quarterly reporting to the LCB board

\*\*Ongoing data collection by BCT

# FUNDED PROJECTS LISTING

## SECTION 6



# TRANSPORTATION DISADVANTAGED

Broward MPO Transportation Improvement Program - FY 2015 - 2019

Phase	Fund Source	2015	2016	2017	2018	2019	Total
<b>BROWARD FROM VOLUNTARY DOLLARS TO COMMISSION TD - FM# 2370363 (TIP#)</b>							
Type of Work: TD COMMISSION - CAPITAL						Lead Agency: FDOT	*Non-SIS*
Project Type: State Managed						LRTP#: T-Pg220	
TD COMMISSION - CAPITAL							
VOLUNTARY DOLLARS COMMISSION TD							
ADM		1,712	0	0	0	0	1,712
	<b>Total</b>	<b>1,712</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,712</b>
<i>Prior Years Cost</i>		<i>Future Years Cost</i>		<i>Total Project Cost</i>			1,712
<b>BROWARD CO. - FM# 2370361 (TIP#)</b>							
Type of Work: TD COMMISSION - CAPITAL						Lead Agency: FDOT	*Non-SIS*
Project Type: State Managed						LRTP#: TPg220	
TD COMMISSION TRIP AND EQUIPMENT GRANT							
PTO							
OPS	TDTF	3,745,913	0	0	0	0	3,745,913
OPS	TDDR	265,000	0	0	0	0	265,000
OPS	LF	416,213	0	0	0	0	416,213
	<b>Total</b>	<b>4,427,126</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,427,126</b>
<i>Prior Years Cost</i>		<i>Future Years Cost</i>		<i>Total Project Cost</i>			4,427,126
<b>BROWARD CO. - FM# 2370362 (TIP# 521)</b>							
Type of Work: TD COMMISSION - CAPITAL						Lead Agency: FDOT	*Non-SIS*
Project Type: State Managed						LRTP#: TPg220	
TD COMMISSION PLANNING GRANT							
PTO							
PLN	TDTF	58,063	0	0	0	0	58,063
	<b>Total</b>	<b>58,063</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>58,063</b>
<i>Prior Years Cost</i>		<i>Future Years Cost</i>		<i>Total Project Cost</i>			58,063
<b>TRANSPORTATION FOR THE DISADVANTAGED - FM# 565 (TIP# 565)</b>							
Type of Work: TD COMMISSION - OPERATING						Lead Agency: Transportation Disadvantaged	*Non-SIS*
Project Type: State Managed						LRTP#: T-Pg138	
COUNTY COMMISSION CONTRIBUTION							
TRANSPORTATION OF DISADVANTAGED CLIENTS							
MNT	LF	18,000,000	0	0	0	0	18,000,000
OPS	LF	0	385,000	0	0	0	385,000
	<b>Total</b>	<b>18,000,000</b>	<b>385,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18,385,000</b>
<i>Prior Years Cost</i>		<i>Future Years Cost</i>		<i>Total Project Cost</i>			18,385,000

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## II. Service Plan

### A. Operation Element

BCT serves residents through a combination of fixed-route public transit, paratransit and community bus services. Within the coordinated paratransit system, 32 agencies offer transportation to their clients.

#### 1. Types, Hours, and Days of Service

Types of Service	Hours and Days of Service
TOPS! Reservation Call Center	Available during published BCT operating hours 4:40 a.m. to 12:40 a.m., Monday through Saturday; and 6:45 a.m. to 10:15 p.m., Sundays and holidays
Ambulatory and wheelchair transportation service, fixed-route and paratransit	Available during published BCT operating hours 4:40 a.m. to 12:40 a.m., Monday through Saturday; and 6:45 a.m. to 10:15 p.m., Sundays and holidays
Ambulatory and wheelchair accessible feeder service available to Tri-County Commuter Rail	Seven (7) days-per-week, generally 5:00 a.m. and 11:00 p.m., Monday through Friday; 6:00 a.m. to 11:30 p.m., Saturdays; and 8:00 a.m. to 6:30 p.m., Sundays and holidays.
Developmental Services provides ambulatory and wheelchair transportation	Generally, 6:00 a.m. to 6:00 p.m., Monday through Friday, or as scheduled by individually sponsored programs.
Local municipalities provide ambulatory and wheelchair accessible service	Usually on weekdays 8:00 a.m. to 5:00 p.m.
Coordinated Agencies	Varies by agency, usually on a weekday basis, 8:00 a.m. to 5:00 p.m.

## **Cost of Service**

See Appendix A “Rate Structure.”

## **Use of Fixed-Route Service**

All BCT buses and community buses are wheelchair accessible (equipped with lifts and kneelers—this is helpful for non-wheelchair passengers who cannot navigate steps). Bus fare is \$1.75. BCT offers 31-day discounted bus passes to elderly, youth, college students and disabled riders. For information on bus service and routes, call 954-357-8400, option 1, or go to <http://www.broward.org/bct>. Community bus fares range from free-of-charge to \$1.00, depending on community. For information on community bus services and routes, go to <http://www.broward.org/bct/communitybuses.htm>.

TOPS! Paratransit Service offers free personal travel training services for elderly and disabled riders able to use the bus system but are unfamiliar with it. For travel-training information, call 954-357-7705.

All registered ADA and TD Conditional Paratransit clients may ride BCT’s fixed-route buses free-of-charge without affecting paratransit eligibility. For information, call 954-357-8400, option 2.

Clients requesting transportation services are directed to fixed-route service. Those unable to use fixed-route service are encouraged to apply for TOPS! Paratransit Service. Disabled clients who can use fixed-route bus service for some trips are granted ADA/TD conditional eligibility and use paratransit service for only trips where bus service is not accessible or conditions apply.

BCT is dedicated to continually improving fixed-route bus service and have completed the following improvements to enhance accessibility:

- 3,517 bus stops are ADA accessible out of 3,909 ADA eligible stops.
- All bus drivers provide assistance upon request.
- All buses are equipped with voice annunciation systems, which provide on-board automatic voice announcements in English, Spanish and Creole. They announce bus stops, major transfer points and safety advisories.
- All signage inside buses and at bus stops, complies with ADA regulations.

## **Visitor Arrangements**

BCT works cooperatively with ADA paratransit clients from other counties and states requesting visitor status and can show proof of current paratransit eligibility. There are currently 2,417 eligible clients registered as visitors.

## **Other Community Service Sponsored Trips**

Various community non-profit agencies participating in the Section 5310 program provide transportation for eligible clients. Currently 32 agencies participate in the Coordination

Agreement program. See Appendix B, "Providers and Coordination Contractors".

### **Scheduling Trips**

Reservations for trips must be made between 8:00 a.m. and 5:00 p.m., seven (7) days-a-week by calling TOPS! reservation number, 1-866-682-2258 or online twenty-four (24) hours a day. Reservations must be scheduled a minimum of one (1) to a maximum of three (3) days in advance.

### **Same-Day Service**

Same-day service is provided on a limited basis at the discretion of BCT and TOPS! Reservation Center based upon available vehicle capacity and time. The Provider makes reasonable effort to accommodate same-day trip requests on a case-by-case basis. TOPS! paratransit program does not provide emergency or stretcher transportation.

### **Subscription Trips**

Subscription trips are for an individual going to-and-from the same origin and destination at the same time, at least two (2) days-per-week and requests trips through a standing reservation rather than daily requests. CTC maintains documentation of subscription service provided by funding components. Subscription trips comprise approximately 73% of total trips.

## **2. Accessing Services**

Services provided by BCT may be accessed by calling BCT Paratransit Customer Services Section, (954) 357-8400 or 1-800-599-5432 (toll free within Miami-Dade, Broward and Palm Beach Counties) or TTY (954) 357-8302.

TOPS! Reservation Center may be accessed at 1-866-682-2258.

Tri-County Commuter Rail feeder service may be accessed by calling 1-800-TRI-RAIL (1-800-874-7245).

TOPS! Reservation Center may be accessed at 1-866-682-2258.

Riders with trip questions or concerns may call and speak with a reservation agent Monday - Friday 4:40a.m. to 12:40a.m; Saturday, Sunday and Holidays 6:45a.m. to 10:15 p.m.

Registration or certification information for other programs, clients must call the individual program sponsor. BCT routinely publishes availability of TD services in informational materials widely distributed throughout the community including the telephone number for BCT and Paratransit Customer Services Section. Aging & Disability Resource Center of Broward County, Agency for Persons with Disabilities, Henderson Behavioral Health Center and other community organizations provide similar directories of services available to the general public. BCT publishes a *Paratransit Services Rider's Guide* which details

how to access service. The *Rider's Guide* is updated periodically. BCT's materials are available in alternate forms upon request.

The Florida Commission for the Transportation Disadvantaged has a TD Hotline available Monday through Friday 8:00 a.m. to 5:00 p.m. It may be accessed at 1-800-983-2435 or TTY 1-800-648-6084. The numbers are posted in all TOPS! vehicles and are included in the *Rider's Guide*.

### **Client Pick-Up**

Providers shall provide door-to-door service. Drivers shall go into lobbies or vestibules of buildings to locate and/or assist a client; however, drivers are prohibited from entering residences. Sounding a horn is not permitted. When client boards the vehicle, driver shall complete automated system, indicating pick-up has been completed.

### **Cancellations and "No-Show" Policies**

A trip is considered "no-show" if client calls to cancel a trip less than two (2) hours before scheduled pick-up time, places a request for service but does not meet the ride upon arrival or is not ready to board within five (5) minutes after arrival of the ride during the pick-up window and vehicle departs without them. An excessive accumulation of "no-shows" may result in suspension of service.

When assigned Provider fails to pick-up a client for a scheduled trip it is considered a missed trip. If assigned Provider arrives more than one (1) hour after scheduled pick-up time trip is considered a missed trip.

### **Procedures for Dispatching Backup or After-Hours' Service**

Provider is responsible for all pre-scheduled trips. If a vehicle is late, clients may call TOPS! Reservation Center for the estimated time of arrival. CTC has client service representatives available on weekdays to answer questions. If pick-up does not occur, clients may contact TOPS! Paratransit Customer Service Section, (954) 357-8400 or toll-free (800) 599-5432 in Broward, Miami-Dade and Palm Beach Counties or TTY (954) 357-8302. Clients who have not been picked-up by the end of 15 minutes after their scheduled pick-up time are to be transported at no cost to client or the TOPS! Reservation Center may also, at its discretion, contact another Provider to provide back-up service if deemed necessary. BCT also invokes contractual terms specifying financial disincentives for lateness or missed trips.

### **Eligibility**

**TD** - Pursuant to Chapters 411 and 427 of the Florida Statutes, Broward County, as CTC under direction from FCTD, and in cooperation with LCB, developed TD eligibility guidelines for Broward County residents. CTC requires a completed, written application on file for all TD participants (applications are available in alternative formats). In-person or telephone assistance in completing applications is available by request. Applicants requesting door-to-door paratransit service must have the medical page(s) completed and

signed by a Florida licensed physician.

CTC eligibility team reviews submitted applications. Applications are evaluated to ensure applicant is compliant with current Federal Poverty Guidelines at the 225 percent level and not eligible/receiving transportation from other source(s). Eligible door-to-door paratransit applications are further reviewed to ensure applicant meets physical and/or mental disability criteria. Incomplete applications are returned without eligibility determination requesting required information.

If approved to participate in the TD bus pass program, participant will receive an Award Letter and a monthly TD bus pass to ride BCT fixed-route bus system without charge. The TD bus pass will be one of the following:

- A. 31 Day Reduced Pass
- B. 31 Day Adult Pass

Included with the monthly TD bus pass is a request card for the next month's TD bus pass (request card will not be mailed with last bus pass if eligibility continuing). Participant shall mail TD bus pass request card no more than two (2) weeks prior to current bus pass expiration date. Additionally, CTC Travel Training will be available to train participant how to use fixed-route bus system. Participants must apply for eligibility every year prior to expiration of current eligibility period. Clients receive a ninety (90) day expiration notice and are responsible for either downloading an application or contacting Customer Service and requesting a TD application. Participants seeking certification for TD service must complete full eligibility determination process. Prior eligibility does not guarantee future eligibility.

If approved for door-to-door TD paratransit service, a Letter of Determination will be mailed to participant notifying them of award and a TOPS! *Rider's Guide*. Participants are limited by mileage or facility type to: dialysis facility within five (5) miles of residence; radiation/chemotherapy facility within ten (10) miles of residence; all other trips are limited to closest facility to residence. Participants enrolled in TD door-to-door paratransit program must apply for eligibility every year prior to expiration of their current eligibility period. Clients receive a ninety (90) day expiration notice and are responsible for either downloading an application or contacting Customer Service and requesting a TD application. Participants seeking eligibility for TD service must complete full eligibility determination process. Prior eligibility does not guarantee future eligibility.

Approved TD service for either bus pass or paratransit service will be effective the day the application is approved. Eligibility will expire annually on the same date the following year.

## **Appeals to Determinations of TD Eligibility**

Applicants ineligible for TD program eligibility are advised in writing of this determination and reason(s) for this decision. Ineligible applicants may appeal this determination in writing. Information on how to appeal is provided in the Letter of Determination. First, appeals are considered on an informal basis with a review for completeness and new or additional information. Appellants whose appeal requests are complete and not resolved at the informal level, may ask for their case to be reviewed at the formal level by the seven (7) member TD Eligibility Appeals Board (Board).

Applicants for TD Paratransit/Bus Pass or current TD Paratransit riders may appeal the following:

- a. Determination an applicant is not eligible for TD Paratransit/Bus Pass services;
- b. Conditions placed upon eligibility for use of TD Paratransit services;
- c. Suspension of Paratransit/Bus Pass services for any reason

During the period between receipt of an appeal of initial determination regarding eligibility and determination of the Board, no TD Paratransit service will be provided to applicant.

If no decision is issued within thirty (30) days of hearing, paratransit services will be provided from the thirty-first day until a decision to deny appeal is issued.

If appeal is based upon a determination of trip eligibility, service for trip in question will continue to be provided until appeal hearing is concluded.

If appeal is based upon suspension of service for any reason other than violent, seriously disruptive or threatening behavior, service will continue to be provided until appeal hearing is concluded.

If appeal is based upon suspension of service for violent, seriously disruptive or threatening behavior, service will not be provided during appeal process.

## **TD Eligibility Determination Appeals Board**

TD Eligibility Appeals Board shall hear all appeals

a. Board shall be comprised of seven (7) members who are familiar with Paratransit services eligibility criteria. Members are appointed by and serve at the pleasure of the Transit Division Director:

1. Supervisory person from the Transit Division who is familiar with fixed-route bus service, TD paratransit service and is not involved in initial eligibility determination;

2. County employee not employed in the Transit Division who has a working knowledge of TD paratransit eligibility regulations;
3. Current user of TD paratransit services within County;
4. Individual with a disability who is a current user of BCT's fixed-route bus service;
5. Licensed mental health professional whose clients include individuals with disabilities;
6. Individual who is a member of Broward County Advisory Board of Individuals with Disabilities; and
7. Individual who currently works with an agency whose clients currently or regularly use TD Paratransit services and which agency is not a Paratransit Provider.

Each member may nominate an alternate who has comparable qualifications to serve in member's absence. However, no alternate shall serve as a member of Board unless approved by Transit Division Director and such alternate shall be subject to same rules of conduct and conditions of service provided under this Part.

Except as otherwise provided, all members and alternates shall be subject to attendance requirements in Section 1-233, Broward County Code and such other rules or administrative regulations adopted pursuant to this part.

b. Board shall conduct hearings on appeals as needed and render decisions consistent with TD Paratransit eligibility criteria and all other applicable laws. Its decisions shall be confirmed in writing to appellant(s) and constitute final administrative decision.

c. Members of the Board shall annually elect a chairperson and vice chairperson from among members. Officers' terms shall be for one (1) year with eligibility for reelection.

d. Presence of a majority of appointed members shall constitute a quorum necessary to take action. An affirmative vote of the majority of members present shall be necessary in order to take official action.

## **Appeal Procedures**

Procedures shall be provided to each person whose eligibility is denied or whose services are suspended at the time of notice of such denial or suspension.

## **Filing an appeal**

1. All appeals must be in writing to Paratransit Manager, Transit Division, 1 North University Drive, 3100-A, Plantation, Florida 33324.
2. Appeals must be filed in writing within sixty (60) days of receipt of original determination of ineligibility or suspension. If the sixtieth day after original determination or trip denial is on a weekend or legal holiday, appeal will be accepted on next subsequent business day.
3. Appellants must state in written appeal reason(s) determination does not accurately reflect their ability to use fixed-route bus service, why suspension is inappropriate or why their application determination should be reconsidered.
4. Additional written information regarding specific functional ability of appellant or relating to general nature of individual's disability and any other additional documentary information to be offered to Board must be submitted with written appeal along with a list of witnesses expected to appear on behalf of appellant.
5. Appeals before Board will be heard as soon as practicable after receipt of appeal but no later than thirty (30) days after receipt of appeal unless otherwise agreed between parties.

## **Appeal Hearing Procedures**

1. Appellant has burden to establish reason determination of eligibility should be modified or reversed based upon facts and TD Paratransit eligibility standards.
2. All testimony will be taken under oath.
3. Copies of original application submitted by appellant (including medical verification), written determination of eligibility appeal form and any additional material submitted by applicant in filing appeal will be provided to Board at least three (3) days in advance of hearing.
4. Board Members shall not participate in or allow any ex-parte communications concerning substantive issues of appeal with appellant, paratransit section staff or third party consultant involved in decision under appeal.

5. Board may exclude irrelevant, immaterial or unduly repetitious evidence but all other evidence commonly relied upon by reasonably prudent persons in the conduct of their affairs may be ruled admissible, whether or not such evidence would be admissible in proceedings in Florida courts. Any part of evidence may be received in written form.

Hearsay evidence may be used for purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding, unless it would be admissible over objection in civil actions.

6. Board shall hear and consider:
  - (a) Information provided in original application and through medical verification
  - (b) Additional information, written or verbal, received from appellant
  - (c) Report of paratransit staff or third-party eligibility consultant concerning appellant's eligibility
  - (d) Statements of appellant, his-her advocate and other witnesses offered by appellant
  - (e) Information from paratransit staff regarding services, architectural or other barriers impacting access to and use of fixed-route service or other eligibility criteria; and
  - (f) Other material and statements deemed by Board to be germane for consideration of appellant's eligibility/suspension of TD Paratransit services.
7. Board shall render a decision and shall direct Board's counsel to prepare a letter to appellant regarding its determinations. Board will specify and the letter shall explain in detail, rationale for any decision which denies or limits Paratransit service eligibility.
8. Board will normally render its decision immediately. If Board determines it must delay a decision in order to obtain further information regarding appeal, FCTD regulations pertaining to presumptive eligibility shall apply.
9. If appellant decides to appeal any decision by Board, appellant will need a record of the proceedings. It will be appellant's responsibility to ensure a verbatim record of the proceeding is made which record includes testimony and evidence upon which appeal is to be based. Judicial review of this final administrative decision may be pursued through the Circuit Court for the Seventeenth Judicial Circuit, within thirty (30) days of rendition of written determination of Board.

10. Board shall adopt such additional procedures as necessary to carry out its functions.

**ADA:** BCT is responsible for providing paratransit services under the Americans with Disabilities Act of 1990 during normal, local fixed-route bus operation hours. Clients are eligible based upon Federal ADA Rules and Regulations. There are currently 9,967 eligible ADA clients registered with TOPS! paratransit service.

Eligibility is determined by an applicant's functional ability to use a fixed-route bus and/or navigate the fixed-route system. Applicants complete a written application. A Florida licensed physician of applicant's choice completes the medical section. Completed applications are reviewed by BCT eligibility team. Those applicants not receiving presumptive approval are sent for a functional assessment to determine appropriate level of service. Assessments are conducted physical and/or occupational therapists. Assessment is comprised of functional, cognitive, visual and respiratory evaluations. When determined an applicant is not eligible for paratransit service and fixed-route service is indicated, travel training is offered at no cost to applicant. Applicants who qualify and are enrolled in paratransit service must apply for re-certification prior to expiration of the current eligibility period. CTC has established an eligibility appeals board that meets on an as needed basis to hear appeals for "not eligible or conditionally eligible" determinations. BCT's Paratransit Services Section staff processed 5,571 applications for ADA and TD Paratransit service during this reporting period.

### **Prioritization**

Currently there is no prioritization of trips. All pre-scheduled trips requested are performed.

### **Fare Changes**

- On October 1, 2010 BCT increased fixed-route fare to \$1.75 and Paratransit fare to \$3.50. This increase was addressed during a formal public hearing. Contracted service Providers will continue to retain \$3.00 but County will retain the additional \$0.50.
- Formation of a sliding scale to determine equitable Rider's Fare for nutrition clients currently traveling free-of-charge. BCT will request assistance of Aging and Disability Resource Center of Broward on this initiative.

### **3. Transportation Providers and Coordination Contractors**

A five-year Paratransit contract went into effect January 1, 2010. Four (4) Providers, and five (5) sub-contractors provide approximately 2,653 daily trips (see Appendix B, "Providers and Coordination Contractors) during this reporting period. There are currently 10,827 eligible clients registered. TOPS! Providers are selected under the competitive bid process established by Florida's Administrative Code.

### **4. Public Transportation Utilization**

BCT provides service to 410 square miles within Broward County. BCT buses connect with Palm Beach and Miami-Dade transit systems and Tri-Rail. BCT buses provide connections to the community's multimodal transportation network and system-wide connections at three (3) transfer terminals: Broward Central Terminal (downtown Fort Lauderdale); West Regional Terminal (Plantation) and Lauderhill Mall Transfer Facility (Lauderhill).

BCT has 315 fixed-route buses (all are 100% accessible via lifts and hydraulic kneelers), 110 community buses operated in partnership with 18 municipalities and Tri-Rail feeder shuttles. BCT transports 40.2 million passengers annually. There are 72 routes in service on weekdays, 39 on Saturdays, and 35 on Sundays and holidays.

BCT provides free Wi-Fi on 441 and U.S. 1 Breeze routes and the Broward Central Terminal. Currently BCT has seventeen (17) 40' hybrid buses, nine (9) articulated diesel buses and seven (7) hybrid articulated buses.

All buses are equipped with voice annunciation systems, which provide on-board automatic voice announcements in English, Spanish and Creole. They announce bus stops, major transfer points and safety advisories.

BCT provides English, Spanish and Creole languages on its Web site. Translated versions can be accessed from BCT's home page at [www.broward.org/bct](http://www.broward.org/bct) by selecting "Language Chooser". Bus schedules and maps are not translated, as these web pages identify departure and arrival times, bus stop locations, landmarks and other non-translatable terms.

BCT issues photo identification cards for fixed-route users deemed eligible for a reduced fare bus pass based on age (students and seniors) and/or disability. Presenting BCT photo ID to bus drivers and bus pass vendors enables user to travel at reduced fare.

BCT Bus Pass is a credit-card size fare card with a magnetic swipe. It is a cost-savings pass for daily, unlimited travel for a specific period of time.

Bus passengers who prefer online trip planning assistance for travel on Broward County Transit (BCT) can log on to Google Transit™ at [www.google.com/transit](http://www.google.com/transit).

Google Transit™ is a feature of Google Maps™ providing public transportation trip planning as an alternative to driving directions. Passengers start by entering starting and ending destinations and expected departure or arrival time. Google Transit™ will provide up to three (3) suggested trip plans, featuring trip maps, transfer instructions and estimated arrival times.

Bus passengers and authorized vendors may purchase bus passes online. Visit [www.broward.org/bct](http://www.broward.org/bct) and click on "Purchase Bus Pass." Purchase is available 24-hours-a-day, seven (7) days-a-week, on a confidential and secure BCT online site that accepts all

approved major credit cards. Only 10-Ride, 7 and 31-Day Adult passes are available online.

31-Day Reduced Fare passes for youth, seniors, disabled, Medicare recipients and college students cannot be purchased online as valid BCT identification is required. These passes are sold at Broward Central Terminal, all County libraries and select check cashing store locations throughout Broward County. The All-Day pass is not available online; it is sold only on-board busses.

Online bus pass orders are processed at no extra cost using standard shipping via United States Postal Service. Online purchasers will receive an e-mail confirming the order and should allow seven (7) to ten (10) business days for delivery. For information about online bus pass purchases, contact the BCT Communications Section, 954-357-6786.

Bus fares effective October 1, 2010:

<b>Transit Fare Types</b>	<b>Effective October 1, 2010</b>
Regular One-Way Fare (Base Cash)	\$ 1.75
Reduced Youth/Senior/Disabled/Medicare	\$ 0.85
10-Ride Pass	\$16.00
All Day Pass	\$ 4.00
Reduced Youth/Senior/Disabled/Medicare	\$ 3.00
7-Day Pass	\$16.00
31-Day Adult Pass	\$58.00
Reduced Youth/Senior/Disabled/Medicare	\$29.00
Reduced College Student	\$40.00
Express Regular One Way Fare	\$ 2.35
Express Senior/Youth/Disabled/Medicare One Way Fare	\$ 1.15
Express Premium 10-Ride Pass	\$23.50
Express Premium 31-Day Pass	\$85.00

Passengers transferring from BCT to Miami-Dade Transit (MDT), Palm-Tran or Tri-Rail system will be issued a free transfer and must pay appropriate fare on the other transit system.

Passengers transferring from MDT, Palm Tran or Tri-Rail, will be required to pay \$.50 with a transfer issued by MDT, Palm Tran or Tri-Rail pass.

BCT collaborates with Broward County Homeless Initiative Partnership Administration to provide discounted bus passes, (50%), to agencies in Broward County serving-homeless

individuals.

## **5. Vehicle Inventory**

All Broward County Vehicle Inspections are conducted annually by BCT, in accordance with Chapter 14-90, FAC per the contract for Paratransit Service.

See Appendix D, "Vehicle Inventory."

## **6. System Safety Program Plan**

BCT conducts annual vehicle inspections and system safety reviews of all Paratransit Providers in accordance with chapter 14-90 FAC. A safety certification for each operator is provided to FDOT.

Coordination Agreement Providers complete: an annual Automotive Service of Excellence inspection on transportation vehicles; vehicle On-line Preventative Maintenance Planning and Training; A, B or C level vehicle inspections; and FTA Maintenance Plans are updated annually. BCT completes annual monitoring evaluations.

Security Program Plan: In accordance with Chapter 14-90.004, FAC, all TOPS! Providers must develop and maintain a Security Program Plan. This becomes part of the System Safety Program Plan requirements (See Appendix E).

## **7. Inter-County Services**

BCT provides service into Miami-Dade and Palm Beach Counties. Fixed-route service into Palm Beach County includes Route 18 to Sandalfoot and Route 10 to Mizner Park.

Fixed-route service into Miami-Dade County includes Route 18 to 163<sup>rd</sup> Street Mall and Golden Glades Park, Route 2 to 207<sup>th</sup> Street and University Drive and Golden Glades Park and Routes 1 and 4 to Aventura Mall.

The three (3) counties have designated transfer locations for paratransit clients transferring across service areas and have an inter-county service agreement for paratransit delivery. Approximately 807 inter-county trips are provided on a weekly basis.

## **8. Natural Disaster/Emergency Preparedness**

As a primary agency (Broward County Emergency Service Function #1), BCT, including Paratransit Services Section, maintains a special needs transportation capability by contractual arrangement with transportation contractors to transport persons with special

needs to/from designated shelters. Individuals are required to pre-register with Broward County Elderly & Veterans' Services Division. The rider's fare is waived under such emergency circumstances.

In order to address issues pertaining to the operation of Special Needs Shelters during emergencies and prepare for future emergency needs of Special Needs Shelter clients, Broward County's Human Services Department initiated the Special Needs Task Force (SNTF). SNTF meets monthly to address issues including client eligibility, registration, transportation services, shelter staffing, inspections and shelter supplies and inventory, electrical, plumbing, medical and oxygen needs, public awareness, etc.

SNTF consists of representatives from BCT and the following County agencies: Substance Abuse and Health Care Services Division, Elderly and Veterans Services Division, Trauma Management Agency, and Emergency Management Agency. Additionally the following agencies also participate: Florida Department of Health, Children's Medical Services, Memorial Healthcare System, North Broward Hospital District, South Broward Hospital District, and Broward County Public Schools.

The following activities were completed or recertified by CTC staff during this reporting period:

- Required NIMS training and certification (ICS-100, ICS-200, ICS-300 (manager), and ICS-700) completed.
- Required training on WebEOC, software program utilized by Emergency Operations Center (EOC) completed.
- CTC staff provided updated training for EOC Call Center staff on policies and procedures for arranging special needs transportation during an emergency.
- Attended training on development and implementation of "Continuation of Operations Plan" (COOP).
- Updated Paratransit Services COOP for inclusion in BCT's COOP.
- Updated Paratransit Services "Hurricane Evacuation Plan" and Standard Operating Procedures.
- Attended the following:
  - o Workshop on Public Information During Activations
  - o Table Top Exercise Procedure Training
  - o County Emergency Response Team (Emergency Support Function 1 [ESF-1] Table Top Exercise
  - o County ESF-6, ESF-8, ESF-11 and ESF-18 Table Top Exercise
  - o Statewide Hurricane Exercise – EOC Level 1 Full Activation

## **9. Marketing**

BCT's Customer Relations and Communications Section develops and implements marketing, advertising and public relations programs to provide the public with information about current, new and enhanced bus service, special projects and events and benefits of riding public transportation. The section responds to a myriad of client inquiries and provides personal trip planning through the client information telephone center and web-

based Google Transit™ accessible on agency's web site.

Ongoing improvements were made to BCT's website at [www.broward.org/bct](http://www.broward.org/bct). Improvements, including the user-friendly layout, have resulted in continuous increase in monthly visits. Enhancements include "Transit Flash," a monthly e-newsletter sent to a client e-mail database with up-to-date information, online bus pass purchasing and available Spanish and Creole translation.

## **10. Acceptable Alternatives**

Multimodalism in public transit is geared to meet passengers' needs for several methods of accessible and timely transportation. Bus Your Bike service is one multimodal service BCT provides allowing passengers to take bicycles on the bus as a secondary transportation option. Bicycles are transported on racks located on the front of all BCT buses.

BCT has partnerships with Tri-Rail, Transportation Management Association (TMA) and Community Buses. Using these different forms of transportation, County residents may assist in reducing traffic congestion and environmental pollution.

Tri-Rail, South Florida's commuter train, operated by the South Florida Regional Transportation Authority (SFRTA), which runs along a 71-mile corridor parallel to Interstate 95 and services Palm Beach, Broward and Miami-Dade counties. Connecting wheelchair accessible bus service is available from all Tri-Rail stations and shuttles connect passengers to three (3) international airports: Miami International, Fort Lauderdale/Hollywood International and Palm Beach International. Representatives from the CTC and Planning Agency serve on SFRTA ADA Advisory Committee.

Emergency Ride Home: Employees working in downtown Fort Lauderdale for an employer who is a TMA member and the employee participates in rideshare, walks or bicycles or has an emergency, TMA will provide a free ride home or emergency location.

## **III. QUALITY ASSURANCE**

Chapter 427, F.S., Rule 41-2, F.A.C. and the Local Coordinating Board Operating Guidelines prescribe the CTC evaluation process which summarizes CTC's strengths and weaknesses over the past year in terms of implementing Chapter and Rule, MOA, and goals and objectives in the TDSP. The LCB is charged with the responsibility of conducting this evaluation of the CTC. The LCB staff completes the evaluation process, utilizing FCTD approved criteria. A copy of the evaluation is provided to the MPO and the FCTD. The FY 2012-2013 CTC Evaluation received LCB approval on June 30, 2014 and MPO on July 10, 2014 and submitted to the FCTD on July 15, 2014. The evaluation recommended the CTC continue in its role and was approved by the FCTD.

## **A. GRIEVANCE PROCEDURES/PROCESS**

### **Paratransit Service Complaint and Grievance Procedure**

Complaint and Grievance procedures provide transportation disadvantaged and general public a forum to address complaints and grievances relative to contract non-compliance.

#### **COMPLAINT AND GRIEVANCE PROCEDURES LOCAL COORDINATING BOARD FOR TRANSPORTATION DISADVANTAGED SERVICES**

The Complaint and grievance rights of the user are posted visible to sighted clients and are periodically explained verbally to sight impaired clients.

### **COMPLAINT PROCEDURES**

1. The client or client's advocate contacts the Call Center, using the telephone number posted in the vehicles, and expresses dissatisfaction with the service citing a date and time and the reason for the complaint. If the complaint is related to matters of policy, the CTC explains that the service provided was within the CTC's scope of service and closes the matter.
2. If the complaint is not about a matter of policy, the Call Center records the complaint in the Computerized Transportation Management System (CTMS). The CTMS assigns a tracking number to the complaint.
  - a) After taking the complaint, the call center will ask the client if they want the tracking number and to be advised of the resolution outcome.
  - b) If the client says yes, the call center must note the request on the complaint form that is sent to the CTC; CTC will follow up with the client.
3. The CTC forwards the complaint to the appropriate contractor who is required to respond to safety complaints immediately and other complaints within 24 hours.
4. The contractor responds to the complaint, either acknowledging that the complaint is valid, or disputing the complaint with documentation showing that the contractor was in compliance with its contract. If the contractor determines that the complaint is valid, the contractor also informs the CTC that it is taking corrective action.
5. The CTC determines whether or not the documentation is sufficient or that the complaint is valid.
6. The client is contacted by the CTC and advised of the resolution of the complaint and, if valid, the corrective action taken by the contractor.

If the client is not satisfied with the CTC's explanation of the complaint resolution, the CTC should inform the client that it will look further into the matter if the client is willing to forward a written explanation. The following Grievance Procedures would then apply:

### **GRIEVANCE PROCEDURES**

1. A letter stating the problem is sent to the Community Transportation Coordinator (CTC) Program Manager. The letter should outline the nature of the alleged complaint, the transportation operator involved and, where applicable, the date, time and place where the incident occurred.
2. A written response to the complainant on the status of the complaint must be transmitted by the CTC Program Manager within ten (10) working days of the receipt of the letter. In addition, the written response shall advise grievant of the following:
  - a) The existence of the Ombudsman helpline and provide grievant with the helpline's toll free telephone numbers; and
  - b) If applicable, the existence of the Medicaid Fair Hearing process
3. If the complainant is not satisfied with the reply or if the complaint has not been settled to the satisfaction of the complainant, the complainant may, within ten (10) working days of receiving the CTC Program Manager's response, request that a meeting be convened by the CTC Program Manager. The CTC Program Manager must schedule the meeting, within ten (10) working days of the notice by the complainant that such a meeting is requested, with the person or agency registering the complaint, the CTC Program Manager, the operator under contract, and the contracting agency.
- 4) If the complaint cannot be resolved as outlined above, the complainant must notify the CTC Program Manager by certified mail, return receipt requested, within ten (10) working days of the date of the meeting, of the complainant's intention to appeal the decision to the Coordinating Board.
- 5) Upon receipt of complainant's letter requesting appeal, the CTC Program Manager shall request the Coordinating Board to consider said appeal and to convene the Grievance Committee.

## **GRIEVANCE COMMITTEE PROCEDURES**

- 1) The Grievance Committee has the power to hold hearings, conduct investigations and take testimony in all matters relating to complaints or grievances brought before the Committee.
- 2) If the CTC Program Manager receives notice of an appeal, a notice of hearing is served on the operator stating the nature of the complaint and the time and place of the hearing scheduled before the Grievance Committee.
- 3) Notice provided by the CTC Program Manager must provide the operator of services with no less than ten (10) days, excluding Saturdays, Sundays and legal holidays, written notice of the time, date, and place of the hearing. The said Notice of Hearing must be sent by certified mail, return receipt requested, to the last known address of the operator of the services.
- 4) In any hearing before the Grievance Committee irrelevant, immaterial or unduly repetitious evidence will be excluded. All other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs will be admissible whether or not such evidence would be admissible in the courts of Florida.
- 5) Each party has the right to be represented by counsel, to call and examine

witnesses, to introduce exhibits, to examine opposing witnesses on any relevant matter, even though the matter was not covered under direct examination, and to impeach any witness regardless of which party first called the witness to testify.

6) After an evidentiary hearing, the Grievance Committee submits to the Coordinating Board its recommended order consisting of findings of fact, conclusions of law and recommendations.

7) The Coordinating Board may adopt the recommended order as its final order. The Coordinating Board may reject or modify the conclusions of law and recommend final action, but may not reject or modify the findings of fact, unless it first determines from a review of the complete record and states with particularity in its final order, that the findings of fact were not based on competent substantial evidence or that the proceedings in which the findings were based did not comply with the essential requirements of law.

8) All meetings and hearings must be open to the public and advertised, but the public will not be given the opportunity to participate. Minutes will be kept at each hearing.

9) Appeal from the decision of the Coordinating Board is by certiorari to the circuit court in accordance with the Florida Rules of Appellate Procedure.

## **B. EVALUATION PROCESS**

### **1. CTC Monitoring Procedures of Providers and Coordination Contractors**

#### **Operators:**

- a. Providers are required to BCT with updated Driver Rosters by the twentieth (20)-calendar day of each month. Each roster shall indicate driver's name, date of hire, training dates, last Drug and Alcohol test, Motor Vehicle Record review date and date of latest criminal record check. Providers are required to maintain updated Driver Rosters in CTMS.
- b. Providers must provide BCT with evidence all drivers have completed the training program offered by BCT prior to the driver providing service—and must attend a refresher class or repeat new driver training a minimum of once every two (2) years. This training shall be included as part of the monthly operating summary package. Additionally, drivers are required to participate in driver-training developed by BCT. Providers must require all personnel providing transportation to possess the following, which shall be filed with BCT prior to personnel providing paratransit service: current, valid County Chauffeur's Registration in accordance with the requirements of Chapter 22-1/2, Broward County Code of Ordinances.
- c. BCT requests State of Florida Motor Vehicle Reports for Provider's drivers on a periodic basis. If a report shows evidence of violations BCT will promptly notify Provider and Taxi Section of County Permitting, Licensing and Consumer Protection Division. Provider-must have procedures to periodically review their drivers' Motor Vehicle Reports. BCT staff monitors compliance.
- d. The training program includes methods for measuring effectiveness of training in

developing skill and improving performance. Methods shall be based on performance indicators, which measure proficiency and not solely the Provider meeting minimum training hours required. Measurement procedures shall be provided to BCT upon request.

- e. BCT performs annual evaluations of Providers-ensuring compliance with the System Safety Program Plan, locally approved standards, Florida Commission for the Transportation Disadvantaged (CTD) standards, and Florida Department of Transportation (FDOT) standards, annual operating data and insurance requirements.
- f. BCT's direct involvement in day-to-day operations of service includes, but is not limited to: on-street monitoring of drivers and vehicles, inspections of equipment, customer service functions, contract compliance oversight and quality control. Full cooperation is provided by Providers for BCT's monitoring programs. Providers provide full access to all driver records at operating facilities. Providers are required to make available a work station, desk, telephone and chair for use by BCT representative, if so requested. BCT's on-street monitoring shall include, but is not limited to: on-time performance, knowledge of service area and routing, driver assistance, manifest accuracy and completeness, driver appearance, vehicle appearance, wheelchair lift condition and operation, wheelchair securement systems condition and use, safety equipment, driving habits, and compliance with Florida Motor Vehicle Regulations.
- g. Providers provide BCT with service data, via summary reports generated by Computerized Trip Management System (CTMS), and a bi-weekly invoice for each component of service for previous bi-weekly billing period by close of business each Wednesday. This information shall include, but is not limited to, the following: number of one-way passenger trips by type of trip; total hours of vehicle service; copies of daily reports for driver activity or other daily reports showing starting and ending times, and starting and ending mileage for each vehicle used by each driver; copies of trip tickets, log sheets or driver manifests; weekly reimbursement charges for services rendered the previous week and denied trips requests BCT operates with a zero trip denial rate Providers must keep separate denial forms/logs, by component, of all requests for service that cannot be accommodated. Providers shall fill out all information required on the log. A cumulative denial form/log shall be filled out, showing all rides denied for the weekend shall be included as part of the monthly service summary submitted to BCT.
- h. Pursuant to the Federal Transit Administration's FTA's standards for precision, accuracy and accountability, BCT is required to report data to the National Transit Database (NTD). As required by Federal Transit Administration, or BCT, Providers shall collect NTD data and other "service supplied" information or "service consumed" information, as terms are defined in Section 15 of the Federal Transit Administration Regulations. Providers are responsible for collection of financial and operational data, including on-board operational and passenger-related data, for

transmittal to BCT on BCT approved forms as follows: operational and passenger-related data shall be submitted to BCT no less than weekly, financial data shall be submitted to BCT no less than quarterly, and designated "service supplied" data shall be submitted to BCT thirty (30) days prior to the termination of BCT's fiscal year. All source documents for Section 15 filings shall be subject to audit and shall be maintained by Providers for five (5) years following final payment under their agreement with BCT.

- i. Providers must provide written monthly reports to BCT by the twentieth (20) day of the month following month of service. All required information shall be collected and reported individually for each funding component of service. Reports shall be submitted on a form developed by Provider and approved by BCT, and shall include, but not limited to the following:
  - j. Brief Narrative: Brief narrative highlighting month's activities, unusual events, trends and other noteworthy observations.
  - k. Ridership: Number of one-way passenger trips, Personal Care Attendants, and Companions on a day-by-day basis, for each funding and fare entity and category.
  - l. Miles and Hours: Total hours of service and vehicle miles on a day-by-day basis.
  - m. Cost of Service: Total service revenue based upon contracted rates, collected fares and net revenue to provide service (total revenue less imputed fares).
  - n. Service Quality Measures: On-time performance data, trips completed, missed trips and trip denials with an explanation.
  - o. Efficiency Measures: Appropriate measures to include passengers per mile, hour, or vehicle trip.
  - p. Fleet Data: Updated fleet listings and status of all vehicles.
  - q. Other: Accident/incident reports/briefs/findings, training activities/certifications, including sensitivity training and education, key personnel changes, and suggested improvements.
  - r. BCT staff inspect all vehicles, wheelchair lifts or ramps and wheelchair securement devices annually. All vehicles must be approved, inspected and display an inspection sticker issued by BCT prior to providing service. Any complaints received concerning a vehicle or equipment, vehicle must report to BCT's facility the next business day for inspection. Any vehicle found in violation of any contractual standard must be removed from service until violation is remedied.
  - s. BCT reserves the right, through its agreements with the Providers, in its sole discretion, at any time, to inspect vehicles and maintenance facilities during normal working hours and review Provider's maintenance records.

- t. Day-to-day monitoring is conducted through BCT's Complaint Procedure. All complaints shall be referred to BCT's Paratransit Customer Service. Providers shall not respond directly to complainants who desire to file service complaints. BCT personnel make initial contact with Provider to obtain a verbal response and determine validity and resolution of complaint. All complaints are entered into CTMS. A copy of the complaint will be forwarded to Provider for a written (or electronic) response to BCT. Providers' response shall be made within three (3) business days of receipt of complaint. Complaints of a serious nature, such as injury, driver misconduct and client safety issues shall be responded to by end of that business day. Complaints are tallied each month, indicating total number of complaints, and type of complaints for each Provider. Complaint standard is established at 2.9 complaints per 1,000 trips monthly.
- u. BCT works closely with FCTD's Ombudsman Program to resolve all service complaints and inquiries. BCT investigates each item as described above, contacts all concerned parties and sends FCTD's Ombudsman Program a report on resolution of the complaint/inquiry.

**Coordination Contractors:** BCT performs annual evaluations of Coordination Contractors ensuring FCTD standards, annual operating data, drug and alcohol testing programs, vehicle inspections and insurance requirements.

#### **IV. COST/REVENUE ALLOCATION AND RATE STRUCTURE JUSTIFICATION**

TOPS! paratransit contract went into effect January 1, 2010. Four (4) Providers, and five (5) subcontractors participate in the five (5) year contract

The rate structure justification is broken down in two (2) sections. The first section details Providers' functions and the second details CTC's functions. See Appendix A, Rate Structure "T D Trust Fund Service Rates."

TOPS! Reservation Call Center: Telephone In-take; Scheduling  
 Provider: Dispatching; Vehicle Maintenance; Trip Reconciliation/Billing

<p>CTC:</p> <ul style="list-style-type: none"> <li>Application Intake</li> <li>Eligibility Screening</li> <li>Eligibility Testing</li> <li>Eligibility Certification</li> <li>Re-certification</li> <li>Client Information Source</li> <li>Client Service</li> </ul>	<ul style="list-style-type: none"> <li>Community Outreach</li> <li>Complaint Processing</li> <li>Daily Service Monitoring</li> <li>Reporting</li> <li>Marketing</li> <li>Vehicle Inspections/Safety Systems</li> <li>Trip Reconciliation/Billing</li> </ul>
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**APPENDIX A**

**RATE STRUCTURE**

**TRANSPORTATION DISADVANTAGED TRUST FUND  
SERVICE RATES  
EXHIBIT B  
PAGE 2 OF 2**

**COMMUNITY TRANSPORTATION COORDINATOR: Broward County Board of County Commissioners d/b/a Broward County Mass Transit Administration**  
**EFFECTIVE DATE: July 1, 2014**

TYPE OF SERVICE TO BE PROVIDED	UNIT (Passenger Mile or Trip)	COST PER UNIT \$
Ambulatory	Passenger Trip	\$24.85
Wheelchair	Passenger Trip	\$42.61
31 Day Reduced Pass	Per Pass	\$29.00
31 Day Adult Pass	Per Pass	\$58.00
Paratransit ADA Co-Pay	Trip	\$3.50

## **APPENDIX B**

# **PROVIDERS and COORDINATION CONTRACTORS**

	BUSINESS NAME	COORD	PHONE	CONTACTS	STREET ADDRESS	CITY	ZIP
1	ACTS-Agency for Community Treatment Services	Y	813-246-4899	Ken Salzer	4612 North 56th Street	Tampa	33610
0	AMT - Allied Medical Transport	N	954-681-4373	Rashelle Rowe	5896 Rodman Street	Hollywood	33023
1	Ann Storck Center	Y	954-584-8000 561-215-1662	Charlotte Taylor Javier Garcia	1790 SW 43rd Way	Ft. Lauderdale	33317
1	ARC Broward-Achievement & Rehabilitation Ctr.	Y	954-746-9400	Jody Ellis	10250 NW 53rd Street	Sunrise	33351
1	Archways, Inc	Y	954-763-2030	Aileen Turner-Nestor	919 NE 13th Street	Ft. Lauderdale	33304
1	BARC Housing, Inc.	Y	954-746-9400	Pat Fonseca	10250 NW 53rd Street	Sunrise	33351
1	Broward Children's Center, Inc.	Y	954-943-7336	Margaret Brummerloh	200 SE 19th Avenue	Pompano Beach	33060
1	Cerebral Palsy Adult Home, Inc.	Y	954-786-0344	Randall Bishop	1405 NE 10th Street	Dania Beach	33004
1	City of Deerfield Beach, NEFP 2	Y	954-480-4449	Frieda Caldes Peaches Harper	227 NW 2nd Street	Deerfield Beach	33441
1	City of Hallandale Beach, Hepburn Center	Y	954-457-1460	Victor de Souza	750 NW 8th Avenue	Hallandale Beach	33009
1	City of Lauderhill	Y	954-572-1475	Jane Sullivan Kurt Blaides	7500 W Oakland Park Blvd	Lauderhill	33313
1	City of Margate, NWFP (2) reports	Y	954-973-0300	Kelly Diaz Karen Diaz Terry Lieberman	6009 NW 10th Street	Margate	33063
1	City of Miramar, MSSC (2) reports	Y	954-495-3644	Melissa Stuart Marva Ricketts	6700 Miramar Pkwy	Miramar	33023
1	City of North Lauderdale	Y	954-722-0900	Susanna Laurenti	701 SW 71st Avenue	North Lauderdale	33068
1	City of Tamarac Senior Ctr.	Y	954-597-3633	Dania Maldonado	6001 Nob Hill Road	Tamarac	33321
1	Daniel D Cantor Senior Ctr.	Y	954-742-2299	Natalie Grunewald	5000 Nob Hill Road	Sunrise	33351
1	Douglas Gardens North - DGN, Inc.	Y	754-217-4003	Nancy Zombeck	705 SW 88th Avenue	Pembroke Pines	33025
1	Glory House USA, Inc.	Y	786-202-0516	Valary Campbell	3409 Bahama Dr.	Miramar	33023
1	Gulf Coast Jewish Family & Community Serv	Y	727-479-1874	Richard Steiner Elizabeth Shaw	14041 Icot Blvd,	Clearwater	33760
1	Henderson Mental Health	Y	954-777-1623	Erica Ricketts	4740 N State Rd	Lauderdale Lakes	33319
1	Joseph Meyerhoff Senior Center SEFP	Y	954-966-9805	Carmen Porte Dereck Lambert	3081 Taft Street	Hollywood	33021
1	Lucanus Developmental Ctr. (2 reports)	Y	954-981-4019	Chris Buckley	6411 Taft Street	Hollywood	33024
0	Medex Transportation, Inc.	N	954-927-6700	Paula Welch	2025 Harding Street	Hollywood	33020
1	NW Federated Woman's Club	Y	954-714-3500	Sandra Hunter	2185 NW 19th Street	Ft. Lauderdale	33311
1	Quality Community Services, Inc.	Y	954-753-7778	Sandra Moreau	3700 Georgia Ave Ste 10-C	Palm Beach	33405
1	Rayfield Family Literacy	Y	786-426-0113	Senetta Carter	427 South State Road 7	Hollywood	33023
1	Soref Jewish Community Center	Y	954-792-6700	Donald Graw Rochelle Zenchyk	6501 W Sunrise Blvd.	Plantation	33313
1	St. Elizabeth Gardens	Y	954-941-4597	John A Cameron	801 NE 33RD Street	Pompano Beach	33064
1	St. Joseph's Tower	Y	954-485-5150	Ann Brown	3475 NW 30th Street	Lauderdale Lakes	33311
1	Sunrise Community, Inc.	Y	954-744-1126	Jorge Viego	5450 Stirling Rd	Davie	33314
1	Sunrise Opportunities, Inc.	Y	954-744-1126	Jorge Viego	5451 Stirling Rd	Davie	33314
0	Tender Loving Care	N	954-917-8099	Darlene Ponder	611 NW 31st Avenue	Pompano Beach	33069
0	TMS Management Group, Inc.	N	727-282-1641	Edgar Martinez	13825 Icot Blvd Ste 613	Clearwater	33760
1	Total Intervention Early Services	Y	754-204-0312	Paula Locke	4699 N State Road 7	Tamarac	33319
1	United Cerebral Palsy of Broward County, Inc.	Y	954-315-4040	Patricia Murphy	3117 SW 13th Court	Ft. Lauderdale	33312
1	Woodhouse, Inc.	Y	954-786-0344	Randall Bishop	1001 NE 3rd Avenue	Pompano Beach	33060

## **APPENDIX C**

# **TRANSPORTATION DISADVANTAGED APPLICATION**

**Transportation Disadvantaged Application  
 BUS PASS / PARATRANSIT SERVICE  
 Broward County Transit**

**INSTRUCTIONS:**

Sections 1 and 2 must be completed to apply for either program. **Complete section 3 (Medical) ONLY if you are applying for door-to-door paratransit transportation.**

**COPY OF CURRENT / VALID FLORIDA DRIVER'S LICENSE OR FLORIDA ID IS REQUIRED WITH APPLICATION**

**SECTION 1 – GENERAL INFORMATION (PLEASE PRINT)**

Name of Applicant:		Phone:	
Home Address:			
Mailing Address (if different):			
Is a vehicle registered in your name?	YES	NO	Do you drive?
			YES
			NO
Date of Birth:		Social Security Number:	
Emergency Contact:		Phone:	
Medicaid Number (if applicable):		Medicaid Code(s):	
Number of relatives, including self, living in household:		Total Annual Household Income ( <b>Must total lines 1 through 8 below</b> ):	

**Indicate the amount of annual income received by, or indicated on, each of the following sources for ALL members of household (list household members on reverse side):**

1. Page #1 of individual tax return ----- \$ \_\_\_\_\_
2. DCF Benefit Letter ----- \$ \_\_\_\_\_
3. Unemployment Compensation Income Verification ----- \$ \_\_\_\_\_
4. Social Security Income Statement or Proof of Income Letter (SSI / SSDI) - \$ \_\_\_\_\_
5. Retirement/Pension Statement (includes VA) ----- \$ \_\_\_\_\_
6. Supplemental Nutrition Assistance Program (SNAP) - Food Stamps - - \$ \_\_\_\_\_
7. Aid to Families with Dependent Children (AFDC) ----- \$ \_\_\_\_\_
8. Investment Income ----- \$ \_\_\_\_\_

If \$0 income – You must submit signed letter, on agency letterhead, from a social service agency or similar organization, verifying there is no income.

**COPY OF OFFICAL APPLICABLE DOCUMENT(S) FOR EACH ITEM(S) COMPLETED ABOVE, #1 THROUGH #8, MUST BE SUBMITTED WITH APPLICATION OR APPLICATION WILL NOT BE PROCESSED**

**(over)**

**SECTION 2 – HOUSEHOLD MEMBERS (PLEASE PRINT)**

1. Name:	Date of Birth:
Medicaid Number (if applicable):	Social Security Number:
2. Name:	Date of Birth:
Medicaid Number (if applicable):	Social Security Number:
3. Name:	Date of Birth:
Medicaid Number (if Applicable):	Social Security Number:
4. Name:	Date of Birth:
Medicaid Number (if applicable)	Social Security Number:
5. Name:	Date of Birth:
Medicaid Number (if applicable):	Social Security number:
6. Name:	Date of Birth:
Medicaid Number (if applicable):	Social Security Number:
7. Name:	Date of Birth:
Medicaid Number (if applicable):	Social Security Number:
8. Name:	Date of Birth:
Medicaid Number (if applicable):	Social Security Number:

I attest that all information included on this application is correct and that any changes will be reported to Broward County Transit Paratransit Services immediately. **ORIGINAL SIGNATURE ONLY**

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Preparer (if other than applicant)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name (Preparer)

\_\_\_\_\_  
Relationship

**Return to: Broward County Transit - Paratransit Services Eligibility**  
**1 N. University Dr. - 3100-A, Plantation, FL 33324**

**Transportation Disadvantaged Application  
BUS PASS / PARATRANSIT SERVICE  
Broward County Transit**

APPLICANT NAME: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

**SECTION 3 – MEDICAL (TO BE COMPLETED BY HEALTH CARE PROVIDER) (PLEASE PRINT)**

Does applicant have Medicaid? Y N If Yes, Medicaid # \_\_\_\_\_ Program Code: \_\_\_\_\_

Mobility Aides		Other	Treatments	
Crutches	Walker	Oxygen	Chemo	Radiation
Scooter	Cane	Hearing	Dialysis	
PWR W/C	AMBI	Visual	Day(s):	_____
Leg Brace	W/C	Acuity	Times:	_____
Back Brace	None	Cognitive	Facility Name:	_____
			Facility Address:	_____
				_____

Reason(s)/Condition(s) that prevent applicant from using fixed-route bus service:

Diagnostic Code(s) \_\_\_\_\_ Diagnosis \_\_\_\_\_

**Explanation why this condition prohibits use of fixed-route bus:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

I, the undersigned, certify the medical information provided on this TD application is true and correct. I understand that providing false or misleading information constitutes fraud and is considered a felony under the laws of the State of Florida. **(ORIGINAL SIGNATURE ONLY, DO NOT FAX)**

\_\_\_\_\_  
Doctor's Name (Print)

\_\_\_\_\_  
FL Medical License Number

\_\_\_\_\_  
Doctor's Signature

\_\_\_\_\_  
Telephone Number

INTERNAL USE ONLY – DO NOT WRITE BELOW THIS LINE

PIN#: _____	Round Trip Service _____	Miles to Ctr _____	Feet to Ctr _____
Expires: _____	Return Trip Only _____	# of Closer Ctrs _____	Feet to BCT _____
Processed by: _____			Total Distance _____
Approved _____			Total # of BCT Buses Required _____
Not Approved _____			
Incomplete _____			

**APPENDIX D**

**VEHICLE INVENTORY**

ID	License	Make	Model	ProviderID	VIN	year
2732	014YTE	DODGE	GRAND CARAVAN	AMT	1D8HN44H38B146180	2008
2971		FORD	E250	AMT	1FTNE2EW5DDA38984	2013
2972	AZQ8968	FORD	E250	AMT	1FTNE2EWDDA41610	2013
2973	AZQ8954	FORD	E250	AMT	1FTNE2EW5DDA41609	2013
2974	AZQ8934	FORD	E250	AMT	1FTNE2EW3DDA14608	2013
2975	AZQ8902	FORD	E250	AMT	1FTNE2EW1DDA41607	2013
2976	AZQ8774	FORD	E250	AMT	1FTNE2EWXDDA41606	2013
2977	AZQ8731	FORD	E250	AMT	1FTNE2EW8DDA41605	2013
2979	AZQ8659	FORD	E250	AMT	1FTNE2EW2DDA41602	2013
2102	767TFB	CHEVY		AMT	1GAHG354361229540	2006
2103	G941UT	FORD	E-350	AMT	1FBSS31L76HA99766	2006
2106	765TFB	CHEVY		AMT	1FTNS24W07DB95319	2007
2107	ACEE65	FORD		AMT	1FTNS2EW5ADA05813	2010
2108	ACEE63	FORD		AMT	1FTNS2EW7ADA05814	2010
2109	766TFB	FORD		AMT	1FBSS31L34HA73355	2004
2111	768TFB	FORD		AMT	1FBSS31LX4HA04002	2004
2112	769TFB	FORD		AMT	1FBSS31L73HA75009	2003
2114	264KJLQ	FORD		AMT	1FBSS31LX8DB31295	2008
2115	267KJI	FORD	E350	AMT	1FBSS31LX8DB46962	2008
2116	105TFE	FORD	E350	AMT	1FBSS31LX8DA99253	2008
2117	120TFE	FORD	E350	AMT	1FBSS31L67DB09910	2007
2118	265KJI	FORD	E350	AMT	1FBSS31L88DB23910	2008
2703	065XRA	DODGE	CARAVAN	AMT	1D8HN44E39B518560	2009
2704	061XRA	DODGE	CARAVAN	AMT	2D8HN44EX9R514606	2009
2706	068XRA	DODGE	CARAVAN	AMT	1D8HN44E69B500653	2009
2707	254KJI	DODGE	CARAVAN	AMT	1D8HN44E39B509228	2009
2708	070XRA	DODGE	CARAVAN	AMT	1D8HN44E79B504923	2009
2709	069XRA	DODGE	CARAVAN	AMT	1D8HN44E09B519151	2009
2710	256KJI	DODGE	CARAVAN	AMT	1D8HN44E19B519174	2009
2711	062XRA	DODGE	CARAVAN	AMT	1D8HN44E99B505054	2009
2712	066XRA	DODGE	CARAVAN	AMT	1D8HN44E09B500647	2009
2714	255KJI	DODGE	CARAVAN	AMT	1D8HN44E39B501761	2009
2715	064XRA	DODGE	CARAVAN	AMT	1D8HN44EX9B509145	2009
2716	067XRA	DODGE	CARAVAN	AMT	1D8HN44E09B511664	2009
2717	063XRA	DODGE	CARAVAN	AMT	1D8HN44E19B500673	2009
2718	257KJI	DODGE	CARAVAN	AMT	1D8HN44E49B511683	2009
2719	031TFE	DODGE	CARAVAN	AMT	1D8HN44E99B511453	2009
2720	AYEC62	DODGE	CARAVAN	AMT	1D8HN14H88B156610	2008
2721	262KJI	DODGE	CARAVAN	AMT	2D8HN44H28R772644	2008
2722	263KJI	DODGE	CARAVAN	AMT	2D8HN44H28R677338	2008
2723	258KJI	DODGE	CARAVAN	AMT	2D8HN44H88R667364	2008
2724	013YTE	DODGE	CARAVAN	AMT	2D8HN44H38R772622	2008
2725	104TFL	DODGE	CARAVAN	AMT	2D8HN44H88R798309	2008
2726	042XQV	DODGE	CARAVAN	AMT	2D8HN44H28R705770	2008
2727	041XQV	DODGE	CARAVAN	AMT	2D8HN44H98B137547	2008
2728	043XQV	DODGE	CARAVAN	AMT	1D8HN44H2B146185	2008

2729	012YTE	DODGE	CARAVAN	AMT	1D8HN44H28B102589	2008
2731	106TFE	DODGE	CARAVAN	AMT	1D8HN44A48B113530	2008
2733	270KJI	DODGE	CARAVAN	AMT	2D8HN44H38R679986	2008
2734	100TFE	DODGE	CARAVAN	AMT	2D8HN44H38R772507	2008
2738	CHTM69	DODGE	CARAVAN	AMT	2C4RDGDG0DR548720	2013
2910	ACEF04	FORD	E250	AMT	1FTNE24WX7DB26533	2007
2921	776JSG	FORD	E250 EXT VAN	AMT	1FTNS24W07DB39817	2007
2922	558VDR	FORD	E250	AMT	1FTNS24W17DB39843	2007
2923	557VDR	FORD	E250	AMT	1FTNS24W27DB39831	2007
2925	L900MA	FORD	E250	AMT	1FTNS24W28DA05571	2008
2926	850WFN	FORD	E350	AMT	1FTNS24W29DA06446	2009
2928	MII76K	FORD	E-150	AMT	1FTNS14W39DA54032	2009
2929	M1177K	FORD	E-150	AMT	1FTNS14W19DA54031	2009
2930	526YVC	FORD	E-250	AMT	1FTNS24W89DA72466	2009
2931	527YVC	FORD	E-250	AMT	1FTNS24W49DA67197	2009
2932	960YVC	FORD	E250	AMT	1FTNS24WX9DA92587	2009
2933	832TFB	FORD	E250	AMT	1FTNS2EW1ADA03735	2010
2934	699YVC	FORD	E-250	AMT	1FTNS24WX9DA72467	2009
2935	ACEE61	FORD	E250	AMT	1FTNE1EW5ADA09782	2010
2936	ACEE64	FORD		AMT	1FTNE1EW2ADA09786	2010
2937	ACEE62	FORD		AMT	1FTNE1EW7ADA09783	2010
2938	ACEE66	FORD	E-250	AMT	1FTNE1EW9ADA09784	2010
2939	ACED38	FORD	E250	AMT	1FTNE3EW0ADA05841	2010
2940	ACED37	FORD	E-250	AMT	1FTNE2EW2ADA05839	2010
2941	806TFC	FORD	E250	AMT	1FTNE1EW8ADA23272	2010
2942	P403GZ	FORD	E250	AMT	1FTNE1EW9ADA10532	2010
2943	804TFC	FORD	E250	AMT	1FTNE1EW1ADA05809	2010
2944	805TFC	FORD	E250	AMT	1FTNE1EW4ADA13015	2010
2945	227TLV	FORD		AMT	1FTNE1EW0ADA23296	2010
2946	556TNT	FORD	E250	AMT	1FTNE1EWXADA23273	2010
2947	555TNT	FORD	E250	AMT	1FTNE1EW2ADA23297	2010
2948	369LYR	FORD		AMT	1FTNE1EW5ADA35041	2010
2949	367LYD	FORD		AMT	1FTNE1EW7ADA35042	2010
2950	368LYR	FORD		AMT	1FTNE1EW3ADA35040	2010
2951	080YUP	FORD	E150	AMT	1FTNE1EW2ADA99442	2010
2952	077YUP	FORD	E150	AMT	1FTNE1EW6ADA99444	2010
2953	079YUP	FORD	E150	AMT	1FTNNEWXXADAA99446	2010
2954	078YUP	FORD	E-250	AMT	1FTNE1EW8ADA99445	2010
2955	075YUT	FORD	E 150	AMT	1FTNE1EW5BDA04311	2011
2956	076YUP	FORD	E150	AMT	1FTNE1EW4ADA99443	2010
2957	AQU7319	FORD	E150	AMT	1FTNE1EW4CDA07332	2012
2958	AQU7261	FORD	E150	AMT	1FTNE1EW7CDA07325	2012
2959	AQU7331	FORD	E-150	AMT	1FTNE1EW3CDA07323	2012
2960	AQY731	FORD	E-150	AMT	1FTNE1EW9BDB35841	2011
2961	AFET60	FORD	E-150	AMT	1FTNE1EW2BDB35843	2011
2962	AQY1750	FORD	E250	AMT	1FTNE1EW7BDB35840	2012
2963	150MKW	FORD	E150	AMT	IFTE1EW8CDA12646	2012

2964	151MKW	FORD	E150	AMT	1FTNE1EW7CDA18146	2012
2965	BIDN97	FORD	E150	AMT	1FTNE1EW4CDA04835	2012
2966	BPCX93	FORD	E250	AMT	1FTNE2EW2CDA45129	2012
2967	BPCX95	FORD	E250	AMT	1FTNE2EW7CDA11251	2012
2968	BPCX94	FORD	E250	AMT	1FTNS2EW7CDB14860	2012
2969	AWQ3316	FORD	E150	AMT	1FTNE1EWACDA81611	2012
2970	AWQ3335	FORD	E150	AMT	1FTNE1EWOCDA53384	2012
2978		FORD	E250	AMT	1FTNE2EW4DDA41603	2013
2980	X5981B	FORD	E250	AMT	1FTNE2EW0ADA09792	2010
2981	X5980B	FORD	E250	AMT	1FTNE2EW2ADA09793	2010
2982	X5979B	FORD	E250	AMT	1FTNE2EW7ADA09790	2010
2984	Z5978B	FORD	E250	AMT	1FTNE2EW4ADA09794	2010
5006	X2085B	CHEVY	CHAMPION	CANT		25659 2009
5007	X2084B	CHEVY	CHAMPION	CANT		25813 2009
5008	X8443B	CHEVY		3500 CANT		162698 2011
5009	X8442B	CHEVY		3500 CANT		162749 2011
5010	X9561B	FORD		CANT	1FDFE4FSXCDB30159	2013
5011	X7486B	CHEVY		3500 CANT		185444 2013
4032	X70657	CHEVY	C-5500	LUC	1GBE5V1G16F407237	2006
4033	X70658	CHEVY	C5500	LUC	1GBE5V1G26F407280	2006
4037	X0191A	CHEVY		5500 LUC	1GBE5V1GX6F417927	2006
4038	X0192A	CHEVY	C5500	LUC	1GBE5V1GX6F407320	2006
4040	X1422A	FORD	E-250	LUC	1FTNS24W06DA25119	2006
4041	253HYH	FORD	E-250	LUC	1FTNS24W77DA68230	2007
4042	960JTX	DODGE	CARAVAN	LUC	2D8HN44H88R601235	2008
4043	X6900A	CHEVY	C4500	LUC	1GBE4VIG27F426321	2008
4044	X6899A	CHEVY	C4500	LUC	1GBE4V1G47F426359	2008
4045	X6898A	CHEVY	C 4500	LUC	1GBE4V1G48F402149	2008
4047	X0370B	CHEVY	UPLANDER	LUC	1GBDV13W18D141340	2008
4048	X2327B	CHEVY	GOSH	LUC	1GBJG31K281231199	2008
4049	X0371B	CHEVY	C4500 :W/C BUS	LUC	1GE4V1G89F404729	2009
4050	X0372B	CHEVY	C4500	LUC	1GBE4V1GO9F404577	2009
4052	X71980	FORD	E450	LUC	1FD4E45S38DB59406	2009
4053	X2869B	CHEVY	C4500	LUC	1GBE4V1G89F411308	2009
4054	X2868B	CHEVY	C4500	LUC	1GBE4V1G89F411079	2009
4055	X2867B	CHEVY	C4500	LUC	1GBE4V1G19F411313	2010
4057	X2871B	FORD	E250	LUC	1FTNSEW0ADA09803	2010
4058	X6481B	FORD	E250	LUC	1FTNS2EW7ADA10558	2010
4059	X6847B	FORD	E250	LUC	1FMNE1BLOADA61262	2010
4060	X2862B	FORD	E250	LUC	1FTNS2EW7ADA17381	2010
4061	X2864B	FORD	E250	LUC	1FTNS2EW4ADA13062	2010
4063	X2861B	FORD	E250	LUC	1FTNS2EW9ADA24428	2010
4064	X2865B	FORD	E250	LUC	1FTNS2EW3ADA24425	2010
4065	X2860B	FORD	E250	LUC	1FTNS2EW7ADA24427	2010
4066	X2866B	FORD	E250	LUC	1FTNS2EW5ADA24426	2010
4067	914TLU	DODGE	CARAVAN	LUC	2D8HN44H08R680335	2008
4068	734TZY	CHRYSLER		LUC	2A8HR44H08R125767	2008

4069	919TLU	CHRYSLER	LUC	2A8HR44H38R665808	2008	
4071	716TZY	DODGE	LUC	1D8HN44H98B137564	2008	
4072	915TLU	DODGE	LUC	2D8HN44H38R705728	2008	
4073	957TNM	CHRYSLER	LUC	2A4GP44R67R246488	2007	
4074	336MXH	DODGE	LUC	2D4GP44L27R198170	2007	
4075	913TLU	DODGE	LUC	1D8HN54P28B117525	2008	
4076	335MXH	BUICK	LUC	5GADV23LX6D111405	2006	
4077	X73010	FORD	LUC	1FTNS2EWXADA13048	2010	
4078	X73011	FORD	LUC	1FTNS2EW6ADA13046	2010	
4079	X73012	FORD	LUC	1FTNS2EWOADA13043	2010	
4080	X73013	FORD	LUC	1FTNS2EW2ADA13044	2010	
4081	X4065B	FORD	LUC	1FTNS2EW7ADA13038	2010	
4082	X4066B	FORD	LUC	1FTNS2EW3ADA13036	2010	
4083	X4067B	FORD	LUC	1FTNS2EW5ADA13037	2010	
4084	X4068B	FORD	LUC	1FTNS2EWXADA13034	2010	
4085	X4069B	FORD	LUC	1FTNS2EW1ADA13035	2010	
4086	X4070B	FORD	LUC	1FTNS2EW5ADA13040	2010	
4089	X2921B	FORD	E450	1FD4E4F54BDA43095	2011	
4090	X2922B	FORD	E450	1FD4E4F56BDA43096	2011	
4401	827MKZ	FORD	E250	1FTNS24W46DB28348	2006	
4403	825MKZ	FORD	E150	1FTNE14W77DA99334	2007	
4404	829MKZ	FORD	E150	1FTNE14W57DA99333	2007	
4405	824MKZ	FORD	E150	1FTNE14WX7DA88196	2007	
4406	828MKZ	FORD	E150	1FTNE14W37DA83535	2007	
101	070MTR	FORD	E150	MDX	1FTNE14W77DB37502	2007
102	068MTR	FORD	E150	MDX	1FTNE14W18DA01285	2008
103	067MTR	FORD	E150	MDX	1FTNE14W38DA01286	2008
105	064TRH	FORD	E150	MDX	1FMRE11L06HA06636	2006
106	719TWW	FORD	E150	MDX	1FMRE11W15HA87266	2005
107	184HCH	FORD	E350	MDX	1FBNE31L54HA85236	2004
108	651MTQ	FORD	E350	MDX	1FBNE31L65HB47311	2005
109	T30ODM	DODGE	CARAVAN	MDX	1D4GP25BX6B527544	2006
110	513TRQ	DODGE	CARAVAN	MDX	1D8HN44H08B103044	2008
117	AATY64	FORD	E250	MDX	1FMNE31S22HB07821	2002
120	183HCH	FORD	E250	MDX	1FTNS24W66DB33812	2006
122	AATY65	FORD	E250	MDX	1FTNE24293HA05458	2003
124	730HKG	FORD	E350	MDX	1FBNE31L06B31811	2006
127	754MTQ	FORD	E450	MDX	1FDWE35L75HA30763	2005
128	450TEU	DODGE	CARAVAN	MDX	1D4GP25B56B527547	2006
130	650MTQ	FORD	E250	MDX	1FTNS24L76HA91830	2006
131	ATXY53	FORD	E250	MDX	1FTNS24L56HB20659	2006
132	ATZD87	FORD	E250	MDX	1FTNE24W36DB28543	2007
133	BBRP67	FORD	E-250	MDX	1FTNS2EW0BDB35953	2011
134	BBRP39	FORD	E-250	MDX	1FTNS2EW4BDB09422	2011
135	BBRP40	FORD	E-250	MDX	1FTNS2EW5BDB35950	2011
136	BBRP66	FORD	E-250	MDX	1FTNS2EW9BDB35949	2011
137	BELA69	FORD	CROWN VICTORIA	MDX	2FAFP71V98X161071	2008

138	BELE72	FORD	E350	MDX	1FBSS3BL9ADA01044	2010
139	V779827	FORD	E250	MDX	1FTNS2EW4CDA41351	2012
140	V779828	FORD	E250	MDX	1FTNS2EW6CDA41352	2012
141	V779829	FORD	E250	MDX	1FTNS2EW8CDA41353	2012
142	BQUG76	FORD	E250	MDX	1FTNS2EW9CDB09059	2012
143	652MTQ	FORD	E250	MDX	1FTNS24L86DA47584	2006
144	649MTQ	FORD	E250	MDX	1FTNS24W56DB14104	2006
145	196TEW	FORD	E250	MDX	1FTNS24W66DB21465	2006
249	MEDEX	MEDEX	MEDEX	MDX	MEDEX	0
533	201238	FORD	E450	MSSC	1FDXE45P26HB23978	2006
542	XB6565	FORD	E450	MSSC	1FDXE45P09DA47202	2009
544	XC9718	FORD	E450	MSSC	1FDXE45P09DA47202	2009
556	XD8663	CHEVY		4500 MSSC	1GB6G5BL6E1139873	2014
557	XD8662	CHEVY		4500 MSSC	1GB6G5BL6E1140358	2014
271	XC7630	CHEVY	2010 TITAN BUS	NEFP	1GBE4V1929F413265	2009
272	XC2543	CHEVY		4500 NEFP	1GB6G5BL7B1177155	2011
273	XC2542	CHEVY		4500 NEFP	1GB6G5BL8D1178945	2011
278	222214	FORD	TURTLE TOP BUS	NEFP	1FDXE45P84HB24095	2005
279	211636	CHEVY	BUS	NEFP	1GBJG31F721231693	2002
297	218879	FORD	TURTLE TOP BUS	NEFP	1FDXE45F62HB11738	2002
299	221569	FORD	TURTLE TOP BUS	NEFP	1FDXE45F13HA97666	2003
18	X73017	FORD	E350	NWFP	1FBSS31LXWHB14518	1998
21	37375	FORD	E350	NWFP	1FBNE31P06DA46583	2006
22	37376	FORD	E350	NWFP	1FBNE31P26DA46584	2006
23	YA272	CHEVY		3500 NWFP	1GBJG31UX61246175	2006
24	XA513	CHEVY		3500 NWFP	1GBJG31K481123232	2008
25	X9084B	CHEVY	GOSHAN - 3500	NWFP	1GB3G2BGOB1159973	2011
26	X1187C	FORD	GOSHEN GC-II	NWFP	FDFE4FS4CDA94386	2012
27		FORD	E350 VAN	NWFP	1FBNE3BL3DDBO1942	2013
3	25066	FORD	E350	NWFP	1FBNE31L22HB35653	2002
4	35847	FORD	E350	NWFP	1FTSS34F62HB65610	2002
5	X73018	FORD	E350	NWFP	1FTSS34F82HB65611	2002
6	28592	FORD	E450	NWFP	1FDXE45F83HB58687	2003
901	XA2167	CHEVY	MALIBU	SWFP	1G1ZS58N17F254766	2007
902	200473	DODGE	STRATUS	SWFP	1B3EJ46X5YN239218	2000
903	133837	CHEVY	MALIBU	SWFP	1G1ND52T5WY189200	1998
904	222531	DODGE	STRATUS	SWFP	1B3EL36T74N138399	2004
905	133842	CHEVY	MALIBU	SWFP	1G1ND52T6WY189674	1998
935	213248	FORD	F450	SWFP	1FDXE45S12HA54165	2002
937	220259	FORD	F450	SWFP	1FDXE45S12HB11156	2002
938	217675	CHEVY	MALIBU	SWFP	1G1ND52J02M678085	2002
943	221580	FORD	VANTERRA	SWFP	1FDWE35L74HA13203	2004
944	221582	FORD	VANTERRA	SWFP	1FDWE35L94HA13204	2004
945	221581	FORD	E450	SWFP	1FDXE45F33HB05976	2003
948	237157	FORD	F450	SWFP	1FDXE45P15HB50118	2005
958	237166	FORD	F450	SWFP	1FDXE45P86HB23936	2006
959	237165	FORD	F450	SWFP	1FDXE45PX6HB23937	2006

961	XA4716	FORD	F450		SWFP	1FDXE45P17DA39045	2007
962	XA4715	FORD	F450		SWFP	1FDXE45P87DA39043	2007
963	XA4714	FORD	F450		SWFP	1FDXE45PX7DA39044	2007
969	241591	FORD			SWFP	1FDFE4FSXADA02551	2010
970	221590	FORD			SWFP	1FDFE4FS7ADA02555	2010
600	X73022	CHEVY		3500	TLC	1GAHG394541187623	2004
610	X4064B	FORD	E350		TLC	1FB5531L76HB38808	2006
620	X0738B	FORD	E250		TLC	1FTNE24W16DA44723	2006
630	X7478A	FORD	E250		TLC	1FTNS24W57DA13596	2007
640	X5978B	FORD	E250		TLC	1FTNE2EW4ADA09794	2010
650	X3566A	FORD	E250		TLC	1FTNS24W87DB24871	2007
660	X3573A	FORD	E250		TLC	1FTNS24W77DB44030	2007
670	X5979B	FORD	E250		TLC	1FTNE2EW2ADA09793	2010
680	X5981B	FORD	E250		TLC	1FTNE2EW0ADA09792	2010
690	X5980B	FORD	E250		TLC	1FTNE2EW7ADA09790	2010
720	X70555	DODGE	CARAVAN		TLC	1D4GD25B77B236114	2007
730	X70554	DODGE	CARAVAN		TLC	1D4GP25B67B196592	2007
740	X73035	DODGE	CARAVAN		TLC	1D46P25B86B536761	2006
750	X4097B	DODGE	CARAVAN		TLC	1D4GP45R06B744917	2006
760	X4098B	DODGE	CARAVAN		TLC	1D4GP25BX7B182999	2007
770	X82848	DODGE	CARAVAN		TLC	1D4GP25B75B410650	2005

**APPENDIX E**

**SYSTEM SAFETY PROGRAM PLAN**

# SYSTEM SAFETY COMPLIANCE REVIEW

ALLIED MEDICAL TRANSPORT, INC.  
BY  
BROWARD COUNTY TRANSPORTATION DEPARTMENT

ON-SITE REVIEW DATE: April 24, 2013



SUBMITTED BY: \_\_\_\_\_  
STEVEN KIDD  
Paratransit Supervisor

FOR REVIEW YEAR 2013

## INTRODUCTION

Allied Medical Transport Inc. is one of four (4) transportation providers contracted by Broward County to perform paratransit service to persons with disabilities in accordance with the Americans with Disabilities Act, and the State of Florida's Transportation Disadvantaged program. On April 24, 2013, BCTD conducted an on-site Safety Compliance Review of Allied Medical Transport Inc., at 2170 Blount Rd Pompano Beach, Fl. The purpose of the review was to determine compliance with the applicable provisions of Rule 14-90, Florida Administrative Code. A brief overview of Allied Medical Transport Inc's operation is described in this introduction.

Allied Medical Transport Inc, hereinafter called AMT dispatched vehicles and conducted operations from 2170 Blount Rd Pompano Beach Fl. This new location has proved to be an excellent business choice since administration, operations, maintenance and vehicle parking can be consolidated at one facility. AMT continued to use an appropriate mix of accessible vans and wheelchair vans for paratransit services this year. Most operational records are generated and stored at their corporate address. Some records are shared with and are available to BCT via the StrataGen/ADEPT computer system. AMT maintains an acceptable record keeping system, which includes, but is not limited to, hard copy personnel files, vehicle records, maintenance expense records, incident/accident/insurance records, pre-trip vehicle inspection checklists, training records, and vehicle safety and equipment records. Some records are hand-written and some are kept using popular office software, such as Microsoft Word and Excel. StrataGen/ADEPT is currently used for trip monitoring, route review and dispatch functions. Most policies, procedures and plans are maintained by management personnel in hard copy and electronic format. Notice of Policy is posted on-site where appropriate.

This review was conducted by Steven Kidd, Paratransit Supervisor, and Craig Collins, BCT Safety & Security Manager with full cooperation and assistance from Diandre Carter and Sandy Delosrios, Operations Managers, with several other supervisory personnel assisting when needed. Except where noted otherwise, this review consisted of random inspections of all applicable records, and interviews with management personnel. Samples of forms and supporting materials gathered during this review are maintained in the BCT Paratransit office. In appropriate areas, a "cross check" was made with other available record sources, such as monthly reports, BCT inspection records and shared data. While the County is no longer in an immediate budget crisis as was the case a few years back, all contractors have been advised of continued scrutiny in all areas in order to better control costs and increase efficiency. At the same time, providers are being asked to take a fresh look at providing great customer service with on -time performance & safety being a priority.

## 1. SYSTEM SAFETY PROGRAM PLAN (SSPP)

AMT has an updated SSPP, which contains all required elements as well as policies/procedures from prior plans and manuals. AMT's SSPP and attachments are kept in both printed and electronic formats to easily change pages when revisions occur. This plan is the basic Paratransit SSPP template, used by BCT providers, and tweaked to AMT's method of operation. AMT staff stated that the plan will continue to take on future updates, with the goal to be compliant with Rule 14-90, Florida Administrative Code, as appropriate. Future years may involve adoption of the applicable portions of BCT's revised SSPP to supplement, enhance and standardize as suitable. Craig Collins recommended changes to their business/personal wireless communication plan were complete.

## 2. ANNUAL VEHICLE INSPECTION COMPLIANCE

During the 2013 vehicle inspection process, approximately 94 vehicles were produced for the required annual inspection. The fleet passed on initial inspection or subsequent re-inspection after noted repairs were made. AMT retired some of the older, high mileage vehicles and will closely monitor vehicles close to the 350,000 mile limit and remove them from service at 350K as per contract. AMT remains the largest fleet under the current TOPS contract and performs the largest number of trips. AMT has been reasonably compliant with the 2 additional inspections in April and September for older vehicles. AMT appears to have been more thorough in making sure that no vehicle went out for service without a current inspection sticker.

## 3. PROOF OF VALID DRIVER'S LICENSE RECORDS

AMT staff reported that motor vehicle reports (MVRs) are run by their insurance carrier when employment starts and as needed. Current MVR's were not available during this review and AMT was required to produce these during post review follow-up via a corrective action notice. Random samples of these records appeared to be in acceptable order. Driver license expirations and Chauffeur Registration expirations can be tracked in StrataGen/Adept, and reports can be run by the provider as often as necessary. Adept reports showed some chauffeur licensure expirations that appeared to be data entry not being kept up. AMT staff was reminded they should be pro active in monitoring all license & credential expiration dates. In addition AMT was reminded that county Risk Management runs all BCT and paratransit driver licenses every day and notifies county staff if a suspension is found. County, in turn notifies the providers that driver is off the road until proof of suspension clearance is received.

#### 4. DRIVER TRAINING /QUALIFICATIONS

From the information submitted, it appears that each driver receives an appropriate level of AMT training to meet mandated standards. Driver instruction consists of class and road training with an experienced staff member. During the review, cross checks revealed a few drivers that did not have their training dates updated or entered in the Stratogen database. This issue was addressed in follow-up action and it appears that AMT fully understands the importance of documenting training dates. AMT was reminded of the importance to staying on top of all data entry, and specifically training dates and medical certification dates. AMT was advised that further spot checks could be done and that they needed to assign training date monitoring to a responsible person, and include supervisory oversight. All driver medical certificates were found to be up to date.

#### 5. DRUG-FREE WORKPLACE POLICY

AMT is an established drug-free workplace. All new employees are advised of this policy and sign a copy of the policy, which is made part of each employee's personnel file. Notifications advising employees of this policy are displayed in obvious places at the work site. Based on a random review, all drug/alcohol policy & practices appear to be in compliance with applicable standards. Wanda Del Toro, BCT's Drug & Alcohol czar has done follow-up with all providers to assure compliance and offer assistance where needed.

#### 6. PRE-TRIP VEHICLE INSPECTION RECORDS

AMT procedure and the County contract require that all vehicles be inspected by the driver each day prior to starting service. AMT has a check-list type daily pre-trip inspection form for this purpose. The forms are designed to discover problem areas, and help keep an eye on overall vehicle condition. Spot checks of these documents revealed some errors, but within generally acceptable levels of tolerance. AMT indicated they will take genuine measures to make sure that all pre-trip inspections are done every morning before the vehicle hits the road for service and that all forms filled out are completely and accurately.

#### 7. VEHICLE PREVENTIVE MAINTENANCE/ REPAIR RECORDS

At monthly intervals, all vehicles are scheduled for an oil change and preventive maintenance (PM) check which includes such things as: tires, brakes, steering and other safety-sensitive areas. AMT's vehicle maintenance records appear to document repairs, and that PM is performed as scheduled. AMT keeps files on each vehicle and that, generally speaking, documentation was acceptable.

## 8. ACCIDENT REPORTING/EVALUATION

AMT has an acceptable accident reporting and evaluation plan. Review of applicable files indicates AMT does a satisfactory job of coordinating risk management and loss issues with their insurance carrier. Random review indicates that documentation is obtained and updated as each accident/incident is investigated and processed. AMT's internal accident documentation is compliant, and cross check of the company's accident/incident files maintained at BCTD suggests that events are generally reported in a timely manner. All providers need to understand that the County is often the first party to hear of a potential accident claim and contractors must step up and provide claim information as requested. All providers are required to enter accidents/incidents in the Adept Safety/Security module and give County a "heads up" on items that are problematic, involve injury or possible legal action.

## 9. OPERATIONAL AND SAFETY PROCEDURES

All drivers receive an appropriate orientation regarding AMT's operational rules, safety expectations and company policy from supervisory personnel. AMT uses some outside assistance for personnel type functions, including payroll. AMT provides employees with updated employee resource materials and continues to revise their employee handbook. One issue that was thoroughly reviewed this year was compliance with driver hour's rules mandated by rule chapter 14-90. AMT was found to have some drivers that worked for other providers and monitoring the hours of these drivers proved challenging to insure the did not exceed the 12 hour "wheel time" rule during. While AMT had an issue with exceeding wheel time hours last year, the problem appears to well under control and procedures in place to insure 14-90 compliance.

## 10. WHEELCHAIR SECUREMENT PROCEDURES & INSPECTION

During the annual inspection, all wheelchair lift and ramp-equipped vehicles were tested. All lift-equipped vehicles had the required certifications permanently attached to the lift assembly. All tie-down straps, belts, etc., were checked for cleanliness and operation. Lift and ramp operation was checked for each vehicle during the annual inspection process. All the above equipment was found to be in acceptable condition at the time of the inspection or after re inspection for vehicles which had needed repairs or adjustments. AMT's training in the use of lift and securement/restraint equipment appears in order. Some repair to the lift equipment is done in house by staff mechanics or the fleet manager while other repairs are handled by M&J Lift Repair.

## 11. SECURITY PLAN

AMT has met all SPP requirements and will update this plan when needed or as appropriate. The plan filed with BCT is comprehensive and covers all required areas. Due to the nature of this document, it is kept separate and secure at BCT's Paratransit Services office.

### SUMMARY OF REVIEW AND COMMENTS

AMT has been an important part of the Paratransit provider team and is well on their way to successfully completing their 4th year under a five (5) year agreement as a contractor. Based on this review, AMT has demonstrated a satisfactory level of 14-90 compliance, and it is recommended that they continue as a TOP's Paratransit provider assuming they keep up with driver MVR's and data entry.

It should be noted that a number of changes have been made in 2013 which should bring more stability and efficiency in the future. These include, but are not limited to, finalization of the AVL project and other advanced technologies that will help to better monitor performance and efficiency.

In addition to the above, future years are expected to bring further coordination between the SSPP review process done by BCT fixed route, Community bus and Paratransit. Paratransit providers can expect further standardization and refinement of their SSPP documents, and possible visits from other BCT staff involved in the oversight of 14-90.

After completion of this review, the last step will be for each provider to submit a signed and notarized Safety and Security Certification form to BCT, which in turn will be submitted to FDOT as part of the 14-90 compliance process(see next page).

**SAFETY AND SECURITY CERTIFICATION**

Name: **Contractor's Name: Allied Medical Transport**  
**Address: 2170 Blount Rd.**  
**City and State: Pompano Beach, Fl. 33069**

The Paratransit Contractor named above hereby certifies the following:

- 1. The adoption of a System Safety Program Plan (SSPP) and a Security Program Plan (SPP) in accordance, and at a minimum, with established standards set forth in Chapter 14-90, Florida Administrative Code.
- 2. Compliance with the adopted standards of the SSPP and SPP.
- 3. Performance of safety inspections on all Vehicles operated in accordance with Rule 14-90.009, Florida Administrative Code, for 2013
- 4. That the Transit Division staff has performed all required safety inspections and security reviews at the address listed above, for 2013

Signature: \_\_\_\_\_  
 Title: **Owner or Manager Name and Title**  
 \_\_\_\_\_  
**Company Name**

**NOTARY PUBLIC**

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_,  
by, \_\_\_\_\_, who is personally known to me.

\_\_\_\_\_  
 Notary Public  
 (SEAL)

# SYSTEM SAFETY COMPLIANCE REVIEW

CITY OF MIRAMAR (SUBCONTRACTOR)

For Allied Medical Transportation, Inc.

BY

BROWARD COUNTY TRANSPORTATION DEPARTMENT

ON-SITE REVIEW DATE: April 23, 2013



SUBMITTED BY: \_\_\_\_\_

STEVEN KIDD  
PARATRANSIT SUPERVISOR

FOR REVIEW YEAR 2013

## INTRODUCTION

The City of Miramar Senior Center is one of four (4) subcontractors, who work under one of the contracted paratransit service providers in Broward County. The providers and their subcontractors perform paratransit service to persons with disabilities in accordance with the Americans with Disabilities Act, and the State of Florida's Transportation Disadvantaged program. The City of Miramar Senior Center, (hereinafter called MSSC) provides transportation to/from their senior center, as well as limited service to other destinations within their service area.

On April 23, 2013, BCTD conducted an on-site Safety Compliance Review of MSSC at 6700 Miramar Parkway, Miramar, FL 33023.

The purpose of the review was to determine compliance with the applicable provisions of Rule, Chapter 14-90, Florida Administrative Code. A brief overview of Miramar's operation is described in this introduction.

MSSC performs all transportation related activities, and most other operational and administrative functions at their office on Miramar Parkway. All safety and operational records are generated and stored at the above location, or in accordance with the City of Miramar's policy on record retention. MSSC maintains an appropriate record keeping system, has acceptable documentation of policies and procedures and updates materials for drivers and staff. 'Notice of Policy' is posted on-site where suitable.

This review was conducted by Steven Kidd, Paratransit Supervisor, and Craig Collins, BCT's Safety and Security Manager with cooperation and support from Melissa Stuart, City of Miramar Transportation Clerk.

Except where noted otherwise, this review consisted of random inspection of all applicable records, and consultation with appropriate personnel. Samples of forms and supporting materials gathered during this review are maintained in the BCTD Paratransit office. While the County is no longer in an immediate budget crisis as was the case a few years back, all contractors have been advised of continued scrutiny in all areas in order to better control costs and increase efficiency. At the same time, providers are being asked to take a fresh look at providing great customer service with on-time performance being a priority.

In most areas of review a "cross check" was made with other available record sources, such as monthly reports, BCT inspection records and Stratogen/adept data. Described below are the major areas of inspection and review findings.

1. SYSTEM SAFETY PROGRAM PLAN (SSPP)

MSSC has an updated SSPP, which contains all required elements as well as applicable policies/procedures from the City's Human Resource Department, Risk Management Division, garage (fleet services), and the Senior Center. This combination of documents meets standards and addresses all required areas of concern. A large loose leaf notebook with SSPP materials is handy and updated as needed. Future years may involve adoption of the applicable portions of BCT's revised SSPP to supplement, enhance and standardize as appropriate.

2. ANNUAL VEHICLE INSPECTION COMPLIANCE

During the 2013 inspection period, 4 vehicles were produced for annual inspection. All passed on initial inspection or re-inspection. 1 vehicle is model year 2006 and will require the additional April/September inspections. MSSC has shown improvement in the area of inspection preparation and the overall vehicle condition. Inspection results are on file with BCTD.

3. PROOF OF VALID DRIVERS LICENSE RECORDS

Random samples of driver files were reviewed and a cross check of dates appeared to match expiration dates in Adept. Miramar was unable to produce recent MVR's at the time of review however did supply them after a corrective action notice was issued. Miramar was reminded of contract requirements for MVR review. Drivers are city employees, thus exempt from the chauffeur registration requirement.

4. DRIVER TRAINING /QUALIFICATIONS

Based on random review, it appears that each driver receives the appropriate level of training to meet mandated standards. Miramar transportation staff has implemented a disciplined training tracking procedure to document driver credentials. Training consists of both on the road and classroom instruction. MSSC will need to make sure all contractually required training is entered in the BCT supplied Adept program, including, but not limited to Sunsational Service. MSSC has the benefit of City assets to support in training and monitoring driver performance and qualifications. All driver medical certificates were found to be up to date and all drivers completed the required distracted driver training.

## 5. DRUG FREE WORKPLACE POLICY

MSSC is an established drug free workplace. All new employees are made aware of this policy and provided with detailed information on the drug-testing program. Posters advising employees of this policy are posted in conspicuous places at the work site. All required drug tests are performed by Occupational Medical Centers of America (Occumed). Based on a random review, all drug/alcohol policy & practices appear to be in compliance with applicable standards. Wanda Del Toro, BCT's Drug & Alcohol czar will be doing follow-up with all providers to assure compliance and assistance where needed.

## 6. PRE-TRIP VEHICLE INSPECTION RECORDS

MSSC requires each vehicle to be inspected by the driver prior to leaving the Center. MSSC has an acceptable vehicle pre-trip inspection form and procedures in place to assure that inspections are performed and the records filed. Vehicle pre-trip issues identified by drivers were cross-checked against maintenance records and issues found were resolved in a timely fashion. All providers were asked to update their pre trip form to include checking for a current TOPS sticker.

## 7. VEHICLE PREVENTIVE MAINTENANCE / REPAIR RECORDS

At 5,000 mile intervals, all vehicles are scheduled for a routine oil change service and extensive preventive maintenance check which includes such things as tires, brakes, steering and other safety sensitive items. Vehicles needing immediate attention are brought into the City garage for expedited service. The City garage tracks all maintenance on a centralized database. All samples reviewed randomly appeared to be in good order. In addition, transportation staff maintains a repair summary of all repairs. Unique to Miramar is the use of a Pro Key system that lets drivers and supervisory staff know when preventative maintenance is nearing.

## 8. ACCIDENT REPORTING/EVALUATION

MSSC's Accident Reporting/Evaluation Program is closely monitored by the City's Risk Management Division. Random inspection indicates that accidents and incidents are carefully tracked thru conclusion, including, but not limited to appropriate action taken by safety staff. Prior to the onsite review, Miramar produced all insurance documentation in a timely manner. The City of Miramar is partly self insured and performs most accident / insurance functions in house. All providers are reminded that it is the provider's responsibility to make sure that new insurance certificates are furnished to BCTD as dates expire or other changes are made.

9. OPERATIONAL AND SAFETY PROCEDURES

All new drivers receive a complete orientation on MSSC's transportation rules, safety expectations and City policy. MSSC's issues all drivers appropriate transportation procedure resources and accident/incident reporting directives which call attention to all safety and operational issues. A review of these documents indicates that the City places a priority on safety and keeping employees current on key operational and security matters. Transportation staff is fortunate to have the support of other City Departments to assist in policy making, training and documentation.

10. WHEELCHAIR SECUREMENT PROCEDURES & EQUIPMENT

During the annual inspection, all wheelchair lift equipped vehicles were tested. It appears that all lift issues from past years have been resolved and lifts were found to be in good condition for 2013. All lift-equipped vehicles had the required certifications permanently attached to the lift assembly. All tie-down straps, belts, etc., were found to be clean, operational and the required type for paratransit service. Drivers receive wheelchair securement training via video tape, on the job training with experienced drivers, as well as monthly refresher trainings.

11. SECURITY PLAN

The MSSC plan has met all SPP requirements and MSSC will update this plan when needed or as appropriate. The plan filed with BCTD is comprehensive and covers all required areas. Due to the nature of this document, it is kept separate and secure at BCTD's Paratransit Services office.

SUMMARY OF REVIEW AND COMMENTS

MSSC has been an important part of the Paratransit provider team and is well on their way to successfully completing their 4th year under a five (5) year contract as a subcontractor. Based on review, this provider has demonstrated a satisfactory level of 14-90 compliance, and it is recommended that they continue as a TOP's Paratransit provider. It should be noted that a number of changes have been made in 2013 which should bring more stability and efficiency in the future. These include, but are not limited to, finalization of the AVL project and other advanced technologies that will help to better monitor performance and efficiency.

After completion of this review, the last step will be for each provider to submit a signed and notarized Safety and Security Certification form to BCT, which in turn will submit to FDOT as part of the 14-90 compliance process. (See next page).

**SAFETY AND SECURITY CERTIFICATION**

Name: \_\_\_\_\_ **Contractor's Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City and State:** \_\_\_\_\_

The Paratransit Contractor named above hereby certifies the following:

1. The adoption of a System Safety Program Plan (SSPP) and a Security Program Plan (SPP) in accordance, and at a minimum, with established standards set forth in Chapter 14-90, Florida Administrative Code.
2. Compliance with the adopted standards of the SSPP and SPP.
3. Performance of safety inspections on all Vehicles operated in accordance with Rule 14-90.009, Florida Administrative Code, for 2013
4. That the Transit Division staff has performed all required Safety Plan inspections and security reviews at the address listed above, for 2013

Signature: \_\_\_\_\_  
Title: Owner or Manager Name and Title  
\_\_\_\_\_  
Company Name

**NOTARY PUBLIC**

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_,  
by, \_\_\_\_\_, who is personally known to me.

\_\_\_\_\_  
Notary Public  
(SEAL)

# SYSTEM SAFETY COMPLIANCE REVIEW

NORTHWEST FOCAL POINT SENIOR CENTER (SUBCONTRACTOR)  
For Allied Medical Transportation, Inc.

BY

BROWARD COUNTY TRANSPORTATION DEPARTMENT  
ON-SITE REVIEW DATE: April 17, 2013



SUBMITTED BY: \_\_\_\_\_

STEVEN KIDD  
PARATRANSIT SUPERVISOR

FOR REVIEW YEAR 2013

## INTRODUCTION

The NW FOCAL POINT SENIOR CENTER, is one of 4 four subcontractors, who work under one of the contracted paratransit service providers in Broward County. The providers and their subcontractors perform paratransit service to persons with disabilities in accordance with the Americans with Disabilities Act, and the State of Florida's Transportation Disadvantaged program. The NW FOCAL POINT SENIOR CENTER, (hereinafter called NWFP) provides transportation to/from their senior center, as well as limited service to other destinations within their service area. The NWFP is described as an unincorporated, not-for-profit organization that is included as a dependent district of the City of Margate.

On April 17, 2013, BCTD conducted an on-site Safety Compliance Review of the NWFP at 6009 NW 10 St. Margate, FI 33060.

The purpose of the review was to determine compliance with the applicable provisions of Rule, Chapter 14-90, Florida Administrative Code. A brief overview of NWFP'S operation is described in this introduction.

The NWFP performs vehicle and driver related activities, and other operational and management functions at the Margate headquarters. All safety and operational records are produced and warehoused at the above location, or in accordance with the City of Margate's policy on record retention. The NWFP maintains an organized record keeping system, has excellent documentation of policies and procedures and appropriate manuals for staff and management. Notice of Policy is posted on-site where appropriate.

Steven Kidd, Paratransit Supervisor, Craig Collins, BCT Safety and Security Manager conducted this review, with full cooperation and assistance from; Karin Diaz, Project Director and Terry Lieberman, Operations Manager. Except where noted otherwise, this review consisted of random inspections of all applicable records, and interviews with administrative personnel. Samples of forms and supporting materials gathered during this review are maintained in the BCT Paratransit office. The NWFP did an outstanding job of providing pre- inspection materials, making the actual review very clear and straight forward. While the County is no longer in an immediate budget crisis as was the case a few years back, all contractors have been advised of continued scrutiny in all areas in order to better control costs and increase efficiency. At the same time, providers are being asked to take a fresh look at providing great customer service with on -time performance & safety being a priority.

In most areas of review a "cross check" was made with other available record sources, such as monthly reports, BCT inspection records and Stratogen/adept data. Described below are the major areas of inspection and review findings.

## 1. SYSTEM SAFETY PROGRAM PLAN (SSPP)

NWFP has a updated SSPP for 2013, which contains all required 14-90 particulars as well as policies/procedures from the City's Human Resource Department, Risk Management Division, Senior center and garage (fleet services). This plan is disciplined and addresses all required areas of concern. The plan is updated when changes are introduced, and will continue to be amended as appropriate. NW Focal Point transportation staff and supervisors have done an excellent job in putting together this SSPP, and applying the plan to its operation. Future years may involve adoption of the applicable portions of BCT's revised SSPP to supplement, enhance and standardize as appropriate.

## 2. ANNUAL VEHICLE INSPECTION COMPLIANCE

Starting in October 2012, 9 vehicles were "rotated in" to BCT for annual inspection. All vehicles were in compliance and passed on initial inspection. As in past years, NW Focal Point Staff was tremendously cooperative and did an excellent job having the vehicles ready for inspection and was the 1<sup>st</sup> provider to complete the 2013 inspections. All vehicles present a clean, safe and well maintained appearance. It was noted that some vehicles were older than 2007 and require the additional inspections in April and September as per the contract for Paratransit Services.

## 3. PROOF OF VALID DRIVERS LICENSE RECORDS

Random samples of driver files and motor vehicle reports (MVR's) were reviewed and found to be in compliance. Proof of valid drivers licenses were also in full compliance. Drivers all had current Broward County Chauffeurs Registrations. The City's Risk Management office closely monitors driver records and networks critical information with Focal Point Program Staff to make sure driver licensure is current and meets contract and/or 14-90 standards.

## 4. DRIVER TRAINING & QUALIFICATIONS

Each driver receives an appropriate level of training to meet mandated standards. NWFP transportation staff has implemented a tracking system to document driver qualifications as well as the tracking tools provided by County thru its Adept software. Training consists of "in service" and on the job training and documented with sign in logs and summary reports. Transportation staff utilizes the City of Margate's Human Resources office to support, assist and monitor as necessary. All driver medical certificates were found to be up to date.

5. DRUG FREE WORKPLACE POLICY

The NWFP is an established drug free workplace. All new employees are made aware of this policy and provided with written information regarding drug testing. Posters advising employees of the drug/alcohol policy are posed in conspicuous places at the work site. All required Pre employment drug tests are performed by Total Compliance Network. Other drug tests are done by Carespot medical centers (formally Solantic). Based on a random review, all drug/ alcohol practices appear to be in compliance with applicable standards. Wanda Del Toro, BCT's Drug & Alcohol czar will be doing follow-up with all providers to assure compliance and offering assistance where needed.

6. PRE-TRIP VEHICLE INSPECTION RECORDS

The NWFP requires each vehicle to be inspected by the driver prior to leaving the agency's parking lot. The NWFP utilizes a checklist type "vehicle inspection sheet" for this purpose. Samples reviewed appeared to be complete and correct.

7. VEHICLE PREVENTIVE MAINTENANCE / REPAIR RECORDS

At 3,000 mile intervals, all vehicles are scheduled for an oil change and extensive preventive maintenance check which includes such things as tires, brakes, steering and other safety sensitive areas. Vehicles needing immediate attention are brought to the City of Margate's Public Works garage. All maintenance is tracked by the Public Works garage using City mandated record keeping procedures. Based on random review, all maintenance and repair activities were in compliance with applicable state mandates and Tops contract standards.

8. ACCIDENT REPORTING/EVALUATION

The City of Margate's Risk Management Division closely monitors the NWFP's accident reporting/evaluation program. Random inspection indicates that accidents and incidents are carefully tracked thru conclusion, including, but not limited to appropriate action taken by the City's Safety Officer, if necessary. All records appear complete with documentation of several randomly selected incidents in order. The Northwest Focal Point Senior Center carries appropriate excess liability coverage, and the City of Margate is self insured. All providers are constantly reminded that it is the provider's responsibility to make sure that new insurance certificates are furnished to BCTD as dates expire or other changes are made. During the first half of 2013, the required monthly accident/incident summary was submitted to BCTD in a timely manner.

## 9. OPERATIONAL AND SAFETY PROCEDURES

All drivers receive a complete orientation on NW FOCAL POINT SENIOR CENTER's transportation rules, safety expectations and operational policy, as well as monthly refresher "in services". The NWFP issues all drivers a Driver Manual and a Transportation Handbook which describe all safety and operational expectations. A review of these documents indicates that this contractor places a high priority on safety and keeping employees current on important operational and security matters.

## 10. WHEELCHAIR SECUREMENT PROCEDURES & INSPECTION

During the annual inspection, all wheelchair lift equipped vehicles were tested and found to be in good working order. All lift equipped vehicles had the required certifications permanently attached to the lift assembly. All tie-down straps, belts, etc., were found to be clean, operational and the required type for paratransit service. All Drivers receive comprehensive wheelchair lift and securement training from qualified staff and 80 hours of on-the-job training with an experienced driver. The NWFP continues to provide refresher training on lift operation and use of securement/restraint devices at least once per year.

## 11. SECURITY PLAN

NW Focal Staff has met all SPP requirements and will update this plan when needed or as appropriate. The plan filed with BCTD is complete and covers all required areas. Due to the nature of this document, it is kept separate and secure at BCTD's Paratransit Services office.

## SUMMARY OF REVIEW AND COMMENTS

NWFP has been an important part of the Paratransit provider team and is well on their way to successfully completing their 4th year under a five (5) year contract as a subcontractor. Based on this review, NWFP has demonstrated an above average level of 14-90 and contract compliance, and it is recommended that they continue as a TOP's Paratransit subcontractor. It should be noted that a number of changes have been made in 2013 which should bring more stability and efficiency in the future. These include, but are not limited to, finalization of the AVL project and other advanced technologies that will help to better monitor performance and efficiency.

After completion of this review, the last step will be for each provider to submit a signed and notarized Safety and Security Certification form to BCT, which in turn will submit to FDOT as part of the 14-90 compliance process.

# SYSTEM SAFETY COMPLIANCE REVIEW

LUCANUS DEVELOPMENTAL CENTER INC.  
BY  
BROWARD COUNTY TRANSPORTATION DEPARTMENT

ON-SITE REVIEW DATE: April 23, 2013



SUBMITTED BY: \_\_\_\_\_ FOR REVIEW YEAR 2013  
STEVEN KIDD  
Paratransit Supervisor

## INTRODUCTION

Lucanus Developmental Center is one of four (4) transportation providers contracted by Broward County to perform paratransit service to persons with disabilities in accordance with the Americans with Disabilities Act, and the State of Florida's Transportation Disadvantaged program. On April 23, 2013, BCTD conducted an on-site Safety Compliance Review of Lucanus Developmental Center, at 6411 Taft St. Hollywood, FL 33024. The purpose of the review was to determine compliance with the applicable provisions of Rule 14-90, Florida Administrative Code. A brief overview of Lucanus Developmental Center's operation is described in this introduction.

Lucanus Developmental Center, hereinafter called LUC dispatches vehicles and conducts operations from the above location. LUC uses an appropriate mix of accessible vehicles and lift/ramp equipped vans for paratransit services. Most operational records are generated and stored at the Taft street address. Some records are shared with and available to BCTD via the StrataGen/ADEPT computer system. Lucanus Developmental Center maintains a good record keeping system, which includes, but is not limited to, hard copy personnel files, vehicle records, maintenance expense records, incident/accident/insurance records, pre-trip vehicle inspection checklists, training records, and vehicle safety and equipment records. Some records are hand-written and some are kept using popular office software, such as Microsoft Word and Excel. StrataGen/ADEPT is currently used for trip review, routing and dispatch functions. Most policies, procedures and plans are maintained by management personnel in hard copy and electronic format. Notice of Policy is posted on-site where appropriate.

This review was conducted by Steven Kidd, Paratransit Supervisor; and Craig Collins, BCT's Safety and Security Manager; with full cooperation and assistance from Clifford Buckley, Operations Supervisor, and Chris Buckley, owner. Except where noted otherwise, this review consisted of random inspections of all applicable records, and interviews with management personnel. Samples of forms and supporting materials gathered during this review are maintained in the BCTD Paratransit office. LUC did an adequate job of supplying pre- inspection materials, as requested, making the actual review less time consuming. In most areas of review a "cross check" was made with other available record sources, such as monthly reports, BCT inspection records and Stratogen/adept data. While the County is no longer in an immediate budget crisis as was the case a few years back, all contractors have been advised of continued scrutiny in all areas in order to better control costs and increase efficiency. At the same time, providers are being asked to take a fresh look at providing great customer service with on -time performance & safety being a priority.

## 1. SYSTEM SAFETY PROGRAM PLAN (SSPP)

Lucanus Developmental Center has an updated SSPP, which contains all required elements as well as policies/procedures/documents from prior system safety plans. This plan is well organized and addresses all mandated areas. Management staff stated that the plan will receive updates each year, and will continue to be compliant with Rule 14-90, Florida Administrative Code, as appropriate. For 2014, suggestions were offered to more closely monitor driver's hours and be able to easily identify actual "wheel time" so that time card records don't give the appearance of exceeding 14-90 mandates. Future years may involve adoption of the applicable portions of BCT's revised SSPP to supplement, enhance and standardize as appropriate.

## 2. ANNUAL VEHICLE INSPECTION COMPLIANCE

During the 2013 vehicle inspection process, 53 vehicles were produced for the required annual inspection. All vehicles passed on initial inspection or re-inspection. The LUC fleet makes up approximately ¼ of the Tops fleet and Luc is the 2<sup>nd</sup> largest TOPS provider. Overall, the Lucanus Developmental Center fleet was found to be in acceptable condition, however many units were found to need exterior washing. LUC did reduce fleet size by approximately 10-12 vehicles from the prior year apparently due to combination of factors including but not limited to, unrepaired crash damage, vehicles awaiting major mechanical repair such as engine or transmission or vans transferred to other LUC operations. The reduction in fleet size affected contract performance to the point that county took appropriate action to correct the negative impact that the LUC vehicle capacity issue was having on TOPS system operations.

## 3. PROOF OF VALID DRIVERS LICENSE RECORDS

After a corrective action notice, LUC was able to produce recent Motor Vehicle Reports (MVR's) following the SSPP review. The current contract with county requires providers to obtain and review driver MVR's two (2) times a year. Driver license expirations and Chauffeur Registration expirations can be tracked in ADEPT, and status reports can be produced by LUC as often as necessary. Recently, BCT has partnered with the Risk Management Division to run "quick checks" on all transit/paratransit drivers every day to make sure that drivers with invalid licenses are immediately flagged and taken off the road. LUC has been a cooperative partner in taking immediate and appropriate action if one of their drivers is identified in the daily check. Additionally, LUC has a new HR staff person that will continue to amplify its monitoring of driver credentialing and driver data maintenance.

#### 4. DRIVER TRAINING & QUALIFICATIONS

From the information submitted, it appears that each driver receives an appropriate level of training to meet mandated standards. Driver instruction consists of classroom and over the road training with an experienced driver. LUC has a supervisor certified to do most of the required training. LUC has improved its process for updating training information in the Adept driver module. All driver medical certificates were found to be up to date & driver time cards were checked. While it initially appeared that some drivers were exceeding 14-90 rules regarding hours behind the wheel, additional documentation appears to have explained the non-driving hours on the clock.

#### 5. DRUG FREE WORKPLACE POLICY

Lucanus Developmental Center is an established drug-free workplace. All new employees are advised of this policy and sign a copy of the policy, which is made part of each employee's personnel file. Signage advising employees of this policy is posted in conspicuous places at the work site. Based on a random review, all drug/alcohol policies and practices appear to be in compliance with applicable standards. Healthworks Inc. does all testing, including but not limited to pre-employment, random, post accident and reasonable suspicion. Wanda Del Toro, BCT's Drug & Alcohol czar will be doing follow-up with all providers to assure compliance and assistance where needed.

#### 6. PRE-TRIP VEHICLE INSPECTION RECORDS

Lucanus Developmental Center policy and contractual standards require that each vehicle be inspected by the driver each day prior to service. Lucanus Developmental Center has a checklist-type daily pre-trip inspection form for this purpose. The forms are designed to discover problem areas, and help keep an eye on overall vehicle condition. Spot checks of these documents revealed an acceptable level of compliance. LUC indicated they will take genuine measures to make sure that all pre-trip inspections are done; all forms are complete and supervisors immediately follow-up on vehicles with problems during the pre-trip.

#### 7. VEHICLE PREVENTIVE MAINTENANCE/ REPAIR RECORDS

Every 5000 miles all vehicles are scheduled for an oil change and preventive maintenance (PM) check which includes lights, tires, brakes, steering and other safety sensitive areas. Lucanus Developmental Center's vehicle files were in satisfactory order and up-to-date. Random review of repair receipts indicates that preventive maintenance and repairs are performed as required. LUC was advised to use repair facilities with proper licensure and competency.

## 8. ACCIDENT REPORTING/EVALUATION

LUC has a complete accident reporting and assessment plan. Review of applicable files indicates Lucanus Developmental Center does a satisfactory job of coordinating risk management and loss issues with their insurance carrier. Random review indicates that documentation is obtained and updated as each accident/incident is investigated and processed. LUC insurance certificates were up-dated shortly after the on –site visit. All providers are reminded that it is the provider's responsibility to make sure that new insurance certificates are furnished to BCTD as dates expire or other changes are made.

## 9. OPERATIONAL AND SAFETY PROCEDURES

All drivers receive a detailed orientation on LUC's operational rules, safety expectations and company policy from company supervisors. LUC handles most of these tasks in-house. Lucanus Developmental Center has an updated employee handbook and other resource manuals to assist drivers and other staff. These resources cover both appropriate safety and operational matters.

## 10. WHEELCHAIR SECUREMENT PROCEDURES & INSPECTION

During the annual vehicle inspection, all wheelchair lift and ramp equipped vehicles were tested. All lift equipped vehicles had the required certifications permanently attached to the lift assembly. All tie-down straps, belts, etc., were checked for cleanliness and functionality. Lift and ramp operation was checked for each vehicle during the annual inspection process. Most lift repairs are done by M & J lift repair or in-house for minor maintenance or PM.

## 11. SECURITY PLAN

Lucanus Developmental Center has met all SPP requirements and will update this plan when needed or as appropriate. The plan filed with BCTD is comprehensive and covers all required areas. Due to the nature of this document, it is kept separate and secure at BCTD's Paratransit Services office.

## SUMMARY OF REVIEW AND COMMENTS

LUC has been an important part of the Paratransit provider team and is well on their way to successfully completing their 4th year under a five (5) year agreement as a contractor. Based on this review, LUC has demonstrated a satisfactory level of 14-90 compliance, and it is recommended that they continue as a TOP's Paratransit provider. It should be noted that a number of changes have been made in 2013 which should bring more stability and efficiency in the

future. These include, but are not limited to, finalization of the AVL project and other advanced technologies that will help to better monitor performance and efficiency. Future years are expected to bring further coordination between the SSPP review process done by BCT fixed route, Community bus and Paratransit. Paratransit providers can expect further standardization and refinement of their SSPP documents, and possible visits from other BCT staff involved in the oversight of 14-90. After completion of this review, the last step will be for each provider to submit a signed and notarized Safety and Security Certification form to BCT, which in turn will be submitted to FDOT as part of the 14-90 compliance process. (sample below).

**SAFETY AND SECURITY CERTIFICATION**

Name: **Contractor's Name:**  
**Address:**  
**City and State:**

The Paratransit Contractor named above hereby certifies the following:

1. The adoption of a System Safety Program Plan (SSPP) and a Security Program Plan (SPP) in accordance, and at a minimum, with established standards set forth in Chapter 14-90, Florida Administrative Code.
2. Compliance with the adopted standards of the SSPP and SPP.
3. Performance of safety inspections on all Vehicles operated in accordance with Rule 14-90.009, Florida Administrative Code, for 2013
4. That the Transit Division staff has performed all required safety inspections and security reviews at the address listed above, for 2013

Signature: \_\_\_\_\_  
Title: Owner or Manager Name and Title  
  
\_\_\_\_\_  
Company Name

**NOTARY PUBLIC**

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by, \_\_\_\_\_, who is personally known to me.

\_\_\_\_\_  
Notary Public

# SYSTEM SAFETY COMPLIANCE REVIEW

DANIEL D. CANTOR SENIOR CENTER (SUBCONTRACTOR)  
For Lucanus Developmental Center, Inc.

BY

BROWARD COUNTY TRANSPORTATION DEPARTMENT  
ON-SITE REVIEW DATE: April 18, 2013



SUBMITTED BY: \_\_\_\_\_

STEVEN KIDD  
PARATRANSIT SUPERVISOR

FOR REVIEW YEAR 2013

## INTRODUCTION

The Daniel Cantor Senior Center is one of four (4) subcontractors, who work under one of the contracted paratransit service providers in Broward County. The providers and their subcontractors perform paratransit service to persons with disabilities in accordance with the Americans with Disabilities Act, and the State of Florida's Transportation Disadvantaged program. The Daniel Cantor Senior Center, (hereinafter called CTR) provides transportation to/from their senior center. On April 18, 2013, BCTD conducted an on-site Safety Compliance Review of CTR at 5000 Nob Hill Rd. Sunrise, FL 33351.

The purpose of the review was to determine compliance with the applicable provisions of Rule 14-90, Florida Administrative Code. A brief overview of CTR's operations is described in this introduction.

CTR performs all vehicle and driver related activities, and other operational and management functions at 5000 Nob Hill Rd. All safety and operational records are generated and stored at the above location. CTR maintains an applied recordkeeping system, has good documentation of policies and procedures, and appropriate manuals for drivers and other personnel. Notice of Policy is distributed to staff, as appropriate.

This review was conducted by Steven Kidd, Paratransit Supervisor, and Craig Collins, BCT Safety and Security Manager, with full cooperation and assistance from Gayle Willoughby, fiscal officer and Robert Parenti, lead driver. Samples of forms and supporting materials gathered during this review are maintained in the BCTD Paratransit office. CTR did an acceptable job of providing pre- inspection materials, making the actual review easier and less time consuming. While the County is no longer in an immediate budget crisis as was the case a few years back, all contractors have been advised of continued scrutiny in all areas in order to better control costs and increase efficiency. At the same time, providers are being asked to take a fresh look at providing great customer service with on -time performance being a priority.

In most areas of review a "cross check" was made with other available record sources, such as monthly reports, BCT inspection records and Stratogen/adept data. Described below are the major areas of inspection and review findings.

## 1. SYSTEM SAFETY PROGRAM PLAN (SSPP)

CTR's has an updated SSPP, which contains all required elements as well as policies/procedures from their employee handbook, actions mandated by the Area Agency on Aging and guidelines from their funding sources. This plan is useful for CTR's type of operation and the amendments include use of the standard FDOT template, and wireless communications updates. The plan also has some internal documents that are unique to CTR, and will continue to be amended, as appropriate. Transportation staff and supervisors have demonstrated a good effort in putting together this safety plan, and applying the plan to its operation. Future years may involve adoption of the applicable portions of BCT's revised SSPP, and use of a generally accepted model to supplement, enhance and standardize as appropriate.

## 2. ANNUAL VEHICLE INSPECTION COMPLIANCE

In December, 2012, five (5) vehicles were produced for annual inspection. All vehicles were in compliance and passed on initial inspection or re inspection if minor repairs were needed. As in past years, the transportation staff was vigilant in making sure that the inspection process went quickly and that the vehicles were in good condition. Inspection results are on file with BCTD. Several vehicles were spot checked while on site, and all were found to be in acceptable condition.

## 3. PROOF OF VALID DRIVER'S LICENSE RECORDS

MVR's were not available during the onsite visit. During follow-up investigation, current motor vehicle reports (MVRs) were obtained and reviewed and found to be acceptable. Proof of valid driver's licenses and Chauffeur's Registrations were found to be in compliance, based on samples reviewed. CTR must assign a specific staffer/supervisor to make sure that MVR's are run at least twice a year, since this task was done by the previous operations manager who is longer employed and the position was vacant at the time of this review.

## 4. DRIVER TRAINING /QUALIFICATIONS

CTR indicated that all drivers receive the satisfactory level of training to meet mandated standards. CTR staff uses County supplied software (Adept) to track training as well as their own excel spreadsheet. Instruction consists of both on-the-road and classroom training. CTR was reminded that documentation of all training is a provider responsibility. All driver medical certificates were found to be up to date and all drivers completed the required distracted driver training.

## 5. DRUG-FREE WORKPLACE POLICY

CTR is an established drug-free workplace. All new employees are made aware of this policy and provided with information on CTR's drug testing program. Posters advising employees of this policy are posted in conspicuous places at the work site. All required drug tests are performed by ASAP Programs, and their local collection sites. Based on a random review, all drug/alcohol policies & practices appear to be in compliance with applicable standards. Wanda Del Toro, BCT's Drug & Alcohol czar will be doing follow-up with all providers to assure compliance and provide assistance where needed in this area.

#### 6. PRE-TRIP VEHICLE INSPECTION RECORDS

CTR requires each vehicle to receive a thorough inspection by the driver prior to leaving the center's parking lot. CTR continues to utilize a 5-day checklist type "Vehicle Pre-trip Inspection" report for this function. The form was revised several years ago to be more comprehensive and similar to some best practices models. Samples reviewed appeared to be complete, accurate and filed in an easy to retrieve manner.

#### 7. VEHICLE PREVENTIVE MAINTENANCE/REPAIR RECORDS

At 3,000 mile intervals, all vehicles are scheduled for an oil change and extensive preventive maintenance/safety check which includes such things as tires, brakes, steering and other safety-sensitive areas. Vehicles needing immediate attention are taken to Bob's Automotive or the dealer if it's a warranty repair. All wheelchair lift repair is done by Jeff Williams of M&J Lift Repair. All maintenance is tracked on a spreadsheet using Microsoft Excel and reviewed by a supervisor/ manager. At the time of the review, CTR was looking to fill a vacancy in this area.

#### 8. ACCIDENT REPORTING/EVALUATION

CTR's accident reporting and evaluation program continues to be closely monitored by their insurance company. CTR has a good overall safety record, and minimal loss history. Proper training and adherence to best practices appear to be contributing factors to reducing CTR's liability exposure. All providers are reminded that it is the provider's responsibility to make sure that new insurance certificates are furnished to BCTD as dates expire or other changes are made. During the first half of 2013, most required monthly accident/incident summaries were submitted to BCTD in a timely manner.

#### 9. OPERATIONAL AND SAFETY PROCEDURES

All new drivers receive comprehensive orientation on CTR's transportation rules, safety expectations and operational policy. CTR issues its employees an employee handbook and provides appropriate training which emphasizes all safety and operational issues. A review of these documents indicates that CTR places a concern on safety and keeping employees current on important operational, safety and security issues.

#### 10. WHEELCHAIR SECUREMENT PROCEDURES & INSPECTION

During the annual inspection, all wheelchair lift-equipped vehicles were tested and found to be in good working order. All lift-equipped vehicles had the required certifications permanently attached to the lift assembly. All tie-down straps, belts, etc., were found to be clean, operational and the required type for paratransit service. Wheelchair lift/securement training is done by experienced drivers during the initial 6-8 weeks of on-the-job training. CTR indicated that drivers receive refresher training in lift operations & securement / restraint on an annual basis.

#### 11. SECURITY PROGRAM PLAN

CTR staff has met all SPP requirements and will update this plan when needed or as appropriate. The plan filed with BCTD is complete and covers all required areas. Due to the nature of this document, it is kept separate and secure at BCTD's Paratransit Services office.

#### SUMMARY OF REVIEW AND COMMENTS

CTR has been a key part of the Paratransit provider team and from a safety standpoint may well on their way to successfully completing their 4th year under a five (5) year contract as a subcontractor. Legal issues that are a matter of public record may result in an outcome that could alter their status. Based on this review, CTR has demonstrated a satisfactory level of 14-90 compliance, and it is suggested that they continue as a TOP's Paratransit subcontractor, provided the matters referenced above don't dictate otherwise. It should be noted that a number of changes have been made in 2013 which should bring more stability and efficiency in the future. These include, but are not limited to, finalization of the AVL project and other advanced technologies that will help to better monitor performance and efficiency.

After completion of this review, the last step will be for each provider to submit a signed and notarized Safety and Security Certification form to BCT, which in turn will submit to FDOT as part of the 14-90 compliance process.(see below)

**SAFETY AND SECURITY CERTIFICATION**

Name: **Contractor's Name:**  
**Address:**  
**City and State:**

The Paratransit Contractor named above hereby certifies the following:

1. The adoption of a System Safety Program Plan (SSPP) and a Security Program Plan (SPP) in accordance, and at a minimum, with established standards set forth in Chapter 14-90, Florida Administrative Code.
2. Compliance with the adopted standards of the SSPP and SPP.
3. Performance of safety inspections on all Vehicles operated in accordance with Rule 14-90.009, Florida Administrative Code, for 2013
4. That the Transit Division staff has performed all required safety inspections and security reviews at the address listed above, for 2013

Signature: \_\_\_\_\_  
 Title: Owner or Manager Name and Title  
 \_\_\_\_\_  
 Company Name

**NOTARY PUBLIC**

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_,  
by, \_\_\_\_\_, who is personally known to me.

\_\_\_\_\_  
 Notary Public  
 (SEAL)

# SYSTEM SAFETY COMPLIANCE REVIEW

MEDEX TRANSPORT, INC.  
BY  
BROWARD COUNTY TRANSPORTATION DEPARTMENT

ON-SITE REVIEW DATE: April 19, 2013



SUBMITTED BY: \_\_\_\_\_  
STEVEN KIDD Paratransit Supervisor

FOR REVIEW YEAR 2013

## INTRODUCTION

Medex Transport Inc. is one of Four (4) transportation providers contracted by Broward County to perform paratransit service to persons with disabilities in accordance with the Americans with Disabilities Act, and the State of Florida's Transportation Disadvantaged program. On April 19, 2013, BCTD conducted an on-site Safety Compliance Review of Medex Transport Inc , at 2025 Harding St. Hollywood, FL 33020. The purpose of the review was to determine compliance with the applicable provisions of Rule 14-90, Florida Administrative Code. A brief overview of Medex Transport Inc's operation is described in this introduction.

Medex Transport Inc, hereinafter called MDX dispatches vehicles and conducts operations from the above location. MDX uses an appropriate mix of accessible vans and wheelchair vans for paratransit services. Most operational records are generated and stored at the Harding Street address. Some records are shared with and available to BCTD via the StrataGen/ADEPT computer system. MDX maintains an adequate record keeping system, which includes, but is not limited to, hard copy personnel files, vehicle records, maintenance expense records, incident/accident/insurance records, pre-trip vehicle inspection checklists, training records, and vehicle safety and equipment records. Some records are hand-written and some are kept using popular office software, such as Microsoft Word and Excel. StrataGen/ADEPT is currently used for trip monitoring, route monitoring and dispatch functions. Most policies, procedures and plans are maintained by management personnel in hard copy and electronic format. Notice of Policy is posted on-site where appropriate.

This review was conducted by Steven Kidd, Paratransit Supervisor and Craig Collins, BCT's Safety and Security Manager with full cooperation from Paula Welch, Operations Manager. Except where noted otherwise, this review consisted of random inspections of all applicable records, and interviews with management personnel. Samples of forms and supporting materials gathered during this review are maintained in the BCTD Paratransit office. MDX did a good job of providing pre- inspection materials, making the actual review clear and straight forward. While the County is no longer in an immediate budget crisis as was the case a few years back, all contractors have been advised of continued scrutiny in all areas in order to better control costs and increase efficiency. At the same time, providers are being asked to take a fresh look at providing great customer service with on -time performance & safety being a priority.

In most areas of review a "cross check" was made with other available record sources, such as monthly reports, BCT inspection records and Stratogen/adept data. Described below are the major areas of inspection and review findings.

1. SYSTEM SAFETY PROGRAM PLAN (SSPP)

Medex Transport is part of the new provider team that was brought on board starting 1/1/2010 to enhance Broward County's ability to effectively deliver paratransit services at a reasonable cost. Medex's has an updated SSPP, which contains all required elements as well as policies/procedures and directives from prior years SSPP's. This SSPP follows the standard best practice template and will be restructured as needed, with the goal to be compliant with Rule Chapter 14-90, Florida Administrative Code. MDX staff has done an acceptable job in preparing the SSPP's "pre visit" documentation for the 2013 review. For 2013, suggestions were offered to pay closer attention to vehicle pre-trip inspections and take timely action when safety items like tires are found to need immediate attention. Future years may involve adoption of the applicable portions of BCT's revised SSPP to supplement, enhance and standardize as appropriate.

2. ANNUAL VEHICLE INSPECTION COMPLIANCE

For the 2013 inspection cycle, starting in later 2012, 31 vehicles were produced for the required annual inspection. All vehicles passed on initial inspection or re-inspection. Overall, Medex had almost 1/3 fail on the 1<sup>st</sup> attempt to pass inspection, a fairly high percent that should be viewed by management as an area for improvement.

3. PROOF OF VALID DRIVERS LICENSE RECORDS

MDX staff reported that motor vehicle reports (MVR's) are run by staff twice a year as required by contract. Random samples of these records appeared to be in acceptable order. Driver License expirations and Chauffeur Registration expirations can be tracked in StrataGen, and reports can be run by the provider as often as necessary. MDX staff was reminded of the importance of keeping data current in the Stratogen/adept system at all times and to stay on top of credentialing expiration dates.

4. DRIVER TRAINING /QUALIFICATIONS

From the information submitted, it appears that each driver receives an appropriate level of training to meet mandated standards. Driver instruction consists of class and road training with an experienced staff member. During the review several training dates were found to need updating which was done during the post review follow-up. All driver medical certificates were found to be up to date & driver hours did not appear exceed 14-90 rules.

## 5. DRUG FREE WORKPLACE POLICY

Medex is a traditional drug free workplace. All new employees are advised of this policy and sign a copy of the policy, which is made part of each employees personnel file. Medex has established a zero tolerance policy and employees are advised of these rules. Based on a random review, all drug/alcohol policy & practices appear to be in compliance with applicable standards. Wanda Del Toro, BCT's Drug & Alcohol czar will be doing follow-up with all providers to assure compliance and assistance where needed.

## 6. PRE-TRIP VEHICLE INSPECTION RECORDS

Medex procedure and the County contract require that all vehicles be inspected by the driver prior to service. Medex has a check list type daily pre-trip inspection form that was revised last year to better capture required information and standardize the way drivers complete the form. Spot checks of these documents suggest that drivers do not always complete the form correctly such as the spot inspection that was done on a medex vehicle on May 15 when County and provider staff were visiting SWFP. In this case the driver had filled out a pre trip indicating that the tires were good when in fact several tires had wear bars showing and should have been marked as a worn tire on the MDX sheet. Medex was again advised to take proactive measures to improve in this area.

## 7. VEHICLE PREVENTIVE MAINTENANCE/ REPAIR RECORDS

At monthly intervals, all vehicles are scheduled for an oil change and preventive maintenance (PM) check which is said to include such things as: tires, brakes, steering and other areas. Medex indicated they have a computerized maintenance record keeping system thru its parent company. Medex's vehicle files appear in acceptable order and up to date. Spot inspections were done on at least 3 vehicles in the MDX lot on 4/19/2013 after the SSPP review. Vehicles 141,140 and 138 all had bad tires and 138 had several that were bald, with no tread. Follow-up review indicates these vehicles had been written up by some drivers for bad tires prior to 4/19 and again after the 4/19/2013 review. MDX did not appear to assess the severity of the problem and change the tires till about a week later. As in the example pointed out under pre trip inspections it appears that some concerns may be slipping thru the safety net. It is recommended that addition personnel or processes be employed to better document, prioritize and act on things like bald tires. MDX staff has been advised that a bald tire is an accident waiting to happen and the stakes are too high to take risks.

## 8. ACCIDENT REPORTING/EVALUATION

Medex has an acceptable accident reporting and assessment plan. Review of applicable files indicates Medex does a satisfactory job of coordinating risk management and loss issues with their insurance carrier. Random review indicates that documentation is obtained and updated as each accident/incident is investigated and processed. Medex's internal accident documentation is sound, and cross check of the company's accident/incident files maintained at BCTD suggest that events are reported in a timely manner. All providers are reminded that it is the provider's responsibility to make sure that new insurance certificates are furnished to BCTD before dates expire or other changes are made. During the first half of 2013, the required monthly accident/incident summary was submitted to BCTD in a timely manner

## 9. OPERATIONAL AND SAFETY PROCEDURES

All drivers appear to receive appropriate training on Medex's operational rules, safety expectations and company policy from company supervisors. Medex has access to a parent company in New York for some human resource functions, including payroll. MDX has an employee handbook and other resource manuals to assist drivers. Copies of the revised employee handbook and other operational procedures are on file with Broward County.

## 10. WHEELCHAIR SECUREMENT PROCEDURES & INSPECTION

During the annual inspection, all wheelchair lift and ramp equipped vehicles were tested. All lift equipped vehicles had the required certifications permanently attached to the lift assembly. All tie-down straps, belts, etc., were checked for cleanliness and operation. Lift and ramp operation was checked for each vehicle during the annual inspection process and all were found to be in acceptable order either on initial inspection or re-inspection.

## 11. SECURITY PLAN

Medex uses the template FDOT Security plan with minor changes for the Medex business model. Last year Craig Collin's had suggested revisions, to be more consistent with the FDOT template, which was done. Furthermore, MDX indicated they will continue to update their plan, as appropriate. The plan currently filed with BCTD is inclusive and covers all required areas. Due to the nature of this document, it is kept separate and secure at BCTD's Paratransit Services office.

## SUMMARY OF REVIEW AND COMMENTS

Medex has been an important part of the Paratransit provider team and is well on their way to successfully completing their 4th year under a five (5) year contract. Based on this review, Medex has demonstrated a satisfactory level of 14-90 compliance, and it is recommended that they continue as a TOP's Paratransit provider, provided they stay on top of items requiring additional action, such as the suggestions referenced in this report. It should be noted that a number of changes have been made in 2013 which should bring more stability and efficiency in the future. These include, but are not limited to, finalization of the AVL project and other advanced technologies that will help to better monitor performance and efficiency.

In addition to the above, future years are expected to bring further coordination between the SSPP review process done by BCT fixed route, Community bus and Paratransit. Paratransit providers can expect further standardization and refinement of their SSPP documents, and possible visits from other BCT staff involved in the oversight of 14-90

After completion of this review, the last step will be for each provider to submit a signed and notarized Safety and Security Certification form to BCT, which in turn will be submitted to FDOT as part of the 14-90 compliance process. (see following page)

**SAFETY AND SECURITY CERTIFICATION**

Name: **Contractor's Name:**  
**Address:**  
**City and State:**

The Paratransit Contractor named above hereby certifies the following:

1. The adoption of a System Safety Program Plan (SSPP) and a Security Program Plan (SPP) in accordance, and at a minimum, with established standards set forth in Chapter 14-90, Florida Administrative Code.
2. Compliance with the adopted standards of the SSPP and SPP.
3. Performance of safety inspections on all Vehicles operated in accordance with Rule 14-90.009, Florida Administrative Code, for 2013
4. That the Transit Division staff has performed all required safety inspections and security reviews at the address listed above, for 2013

Signature: \_\_\_\_\_  
Title: Owner or Manager Name and Title  
  
\_\_\_\_\_  
Company Name

**NOTARY PUBLIC**

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,  
by, \_\_\_\_\_, who is personally known to me.

\_\_\_\_\_  
Notary Public

(SEAL)

# SYSTEM SAFETY COMPLIANCE REVIEW

CITY OF DEERFIELD BEACH (SUBCONTRACTOR)

For Medex Transport, Inc.

BY

BROWARD COUNTY TRANSPORTATION DEPARTMENT

ON-SITE REVIEW DATE: April 16, 2013



SUBMITTED BY: \_\_\_\_\_

FOR REVIEW YEAR 2013 .

STEVEN KIDD  
PARATRANSIT SUPERVISOR

## INTRODUCTION

The NE FOCAL POINT SENIOR CENTER, (hereinafter called NEFP) is one of four (4) subcontractors, who work under one of the contracted paratransit service providers in Broward County. The providers and their subcontractors perform paratransit service to persons with disabilities in accordance with the Americans with Disabilities Act, and the State of Florida's Transportation Disadvantaged program. NEFP provides transportation to/from their senior center, as well as limited service to other destinations within their service area.

On April 16, 2013, the Broward County Transportation Department (BCTD) conducted an on-site Safety Compliance Review of NEFP at 227 NW 2<sup>nd</sup> Street, Deerfield Beach, Fl 33441. The purpose of the review was to determine compliance with the applicable provisions of Rule 14-90, Florida Administrative Code. A brief overview of NEFP's operation is described in this introduction.

NEFP performs vehicle and driver related activities, and other operational and management tasks at the Deerfield office. All safety and operational records are generated and stored at the above location, or in accordance with the City of Deerfield Beach's policy on record retention. NEFP maintains a careful record keeping system, has excellent documentation of policies and procedures and appropriate manuals for drivers and supervisors. Notice of Policy is posted on-site where appropriate.

This review was conducted by Steven Kidd, Paratransit Supervisor and Craig Collins, Safety/Security Manager, with full cooperation and assistance from Elizabeth "Peaches" Harper, Transportation Coordinator and Frieda Caldes, Deputy Director. Except where noted otherwise, this review consisted of random inspections of all applicable records and documents, and interviews with supervisory and/or administrative personnel. Samples of forms and supporting materials gathered during this review are maintained in the BCTD Paratransit office. The NEFP did an outstanding job of providing pre- inspection materials, making the actual review very clear and straight forward. While the County is no longer in an immediate budget crisis as was the case a few years back, all contractors have been advised of continued scrutiny in all areas in order to better control costs and increase efficiency. At the same time, providers are being asked to take a fresh look at providing SunSational customer service with on - time performance being a priority

In most areas of review a cross check was made with other available record sources, such as monthly reports and Stratogen/adept data. Described below are the major areas of inspection and review findings.

## 1. SYSTEM SAFETY PROGRAM PLAN (SSPP)

NEFP has a updated SSPP, which contains all required elements as well as policies/procedures from the City's Human Resource Department, Risk Management Division, garage (fleet services), and the Senior Center . This plan is thorough and addresses all mandated areas. The plan was modernized in 2013 and will continue to be revised when changes are introduced or as required. Focal Point transportation staff and supervisors have demonstrated a exceptional effort in putting together this safety plan, and applying the plan to its operation.

## 2. ANNUAL VEHICLE INSPECTION COMPLIANCE

During November & December 2012, seven (7) vehicles were produced for annual inspection. All vehicles were in compliance and passed on initial inspection or on re-inspection if a problem area was found. NE Focal Point staff was very cooperative and did a superb job of having the vehicles ready for inspection at the appointed time. NEFP still has over 50% of their fleet older than 2007, and lost 1 vehicle in a fire that has yet to be replaced.

## 3. PROOF OF VALID DRIVER'S LICENSE RECORDS

Random samples of driver files were reviewed. Proof of valid driver's licenses was in good order. Motor vehicle reports (MVRs) are run every 3 months and spot checks found all to be acceptable. All drivers are city employees, thus exempt from the chauffeur registration requirement. The City's Risk Management section assists in monitoring driver records and coordinates information with Focal Point Transit Staff.

## 4. DRIVER TRAINING QUALIFICATIONS

Each driver receives an appropriate level of training to meet mandated standards. Focal Point transportation supervisors have implemented an applied training tracking system to document driver training. Instruction primarily consists of hands-on training with experienced staff and refresher training (in-service) documented with sign-in logs and summary reports. Quarterly training reports are prepared to document all training activities. NEFP also updates all training dates in the software provided by county. All driver medical certificates were found to be up to date and all drivers completed the compulsory distracted driver training when required.

## 5. DRUG-FREE WORKPLACE POLICY

NEFP is an established drug-free workplace. All new employees are made aware of this policy and provided with information on drug testing. Pre-employment, random, post-accident and reasonable suspicion drug tests are performed by Helix Medical Center as part of the Cities drug test pool. Based on a random review, all drug/alcohol policy & practices appear to be in compliance with applicable standards. Wanda Del Toro, BCT's Drug & Alcohol czar will be doing follow-up with all providers to assure compliance and offering assistance where needed

## 6. PRE-TRIP VEHICLE INSPECTION RECORDS

NEFP requires each vehicle to be inspected by the driver prior to leaving the parking lot. NEFP utilizes a checklist-type pre-trip inspection form for this purpose. The form and process currently in use has been successfully utilized for many years. Samples reviewed appeared to be in order with no issues needing resolution in this area.

## 7. VEHICLE PREVENTIVE MAINTENANCE /REPAIR RECORDS

At three (3) month intervals, all vehicles are scheduled for an oil change and comprehensive preventive maintenance check which includes such things as tires, brakes, steering and other safety-sensitive areas. Vehicles needing immediate attention can be brought into the City garage at 401 SW 4<sup>th</sup> St. in Deerfield Beach. All maintenance is tracked by a computer program at the City garage, with hard copies on file at the Focal Point. A cross-check indicated that noted deficiencies are promptly prioritized and emergency and/or scheduled repairs are accomplished in a timely manner. A loose-leaf binder is maintained at the Focal Point, documenting the entire maintenance history of every vehicle.

## 8. ACCIDENT REPORTING/EVALUATION

NEFP's Accident Reporting/Evaluation Program is closely monitored by the City's Risk Management Division. Random inspection indicates that accidents and incidents are carefully tracked through completion including, but not limited, to appropriate action taken by the City's accident review board. All records appear complete with very few accidents or incidents. The City of Deerfield Beach is self-insured and carries excess liability coverage. All providers are reminded that it is the provider's responsibility to make sure that new insurance certificates are

furnished to BCTD as dates expire or other changes are made. The City of Deerfield Beach reported no significant accidents during this review period and appears to maintain insurance as required.

#### 9. OPERATIONAL AND SAFETY PROCEDURES

All new drivers receive an all-inclusive orientation concerning NEFP's transportation rules, safety expectations and City policy. The Focal Point issues its employees an Employee Handbook, Risk Management Manual and Transportation Handbook which detail all safety and operational issues. A review of these documents indicates that the City places a priority on safety and keeping employees up-to-date on important operational and security matters.

#### 10. WHEELCHAIR SECUREMENT PROCEDURES & INSPECTION

During the annual inspection, all wheelchair lift-equipped vehicles were tested and found to be in acceptable working order on inspection or in some cases re inspection, if the lift was not working properly when initially inspected. All tie-down straps & belts were found to be clean, operational and the required type for Paratransit Service. All drivers receive comprehensive wheelchair lift and securement training. Some of the training is from videos and publications provided by equipment manufacturers, such as Q-Straint/Sure-lok, Ricon and Braun. Other training is hands on, taught by experienced staffers.

#### 11. SECURITY PLAN

NE Focal Point Staff has met all SPP requirements and will update this plan when needed or as appropriate. The plan filed with BCTD is comprehensive and covers all required areas. Due to the nature of this document, it is kept separate and secure at BCTD's Paratransit Services office.

### SUMMARY OF REVIEW AND COMMENTS

NEFP has been an important part of the Paratransit provider team and is well on their way to successfully completing their 4th year under a five (5) year contract as a subcontractor. Based on this review, NEFP has demonstrated a satisfactory level of 14-90 compliance, and it is recommended that they continue as a TOP's Paratransit provider. It should be noted that a number of changes have been made in 2013 which should bring more stability and efficiency in the future. These include, but are not limited to, finalization of the AVL project and other advanced technologies that will help to better monitor performance and efficiency.

After completion of this review, the last step will be for each provider to submit a signed and notarized Safety and Security Certification form to BCT, which in turn will submit to FDOT as part of the 14-90 compliance process.(see below).

**SAFETY AND SECURITY CERTIFICATION**

Name: **Contractor's Name:**  
**Address:**  
**City and State:**

The Paratransit Contractor named above hereby certifies the following:

1. The adoption of a System Safety Program Plan (SSPP) and a Security Program Plan (SPP) in accordance, and at a minimum, with established standards set forth in Chapter 14-90, Florida Administrative Code.
2. Compliance with the adopted standards of the SSPP and SPP.
3. Performance of safety inspections on all Vehicles operated in accordance with Rule 14-90.009, Florida Administrative Code, for 2013
4. That the Transit Division staff has performed all required safety inspections and security reviews at the address listed above, for 2013

Signature: \_\_\_\_\_  
Title: Owner or Manager Name and Title  
  
\_\_\_\_\_  
Company Name

**NOTARY PUBLIC**

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, by, \_\_\_\_\_, who is personally known to me.

\_\_\_\_\_  
Notary Public  
(SEAL)

# SYSTEM SAFETY COMPLIANCE REVIEW

TENDER LOVING CARE INC.  
BY  
BROWARD COUNTY TRANSPORTATION DEPARTMENT

ON-SITE REVIEW DATE: April 17, 2013



SUBMITTED BY: \_\_\_\_\_  
STEVEN KIDD  
Paratransit Supervisor

FOR REVIEW YEAR 2013

## INTRODUCTION

Tender Loving Care Inc. is one of four (4) transportation providers contracted by Broward County to perform paratransit service to persons with disabilities in accordance with the Americans with Disabilities Act, and the State of Florida's Transportation Disadvantaged program. On April 17, 2013, BCTD conducted an on-site Safety Compliance Review of Tender Loving Care Inc, (hereinafter called TLC), at 611 NW 31<sup>st</sup> Ave. Pompano Beach, FL. 33069. The purpose of the review was to determine compliance with the applicable provisions of Rule 14-90, Florida Administrative Code. A brief overview of TLC's operation is described in this introduction.

TLC dispatches vehicles from, and conducts operations at the above location. TLC uses wheelchair vans, passenger vans and minivans to transport their riders. Most operational records are generated and stored at the Pompano Beach address. TLC maintains a satisfactory record keeping system, which includes, but is not limited to hard copy personnel files, vehicle records, maintenance expense accounts, incident/accident records, pre-trip vehicle inspection checklists, training records, and vehicle safety and equipment records. Some records are hand written and some are kept using popular office products such as Microsoft word and excel. TLC uses the Stratogen/Adept software provided by BCT for all trip monitoring, route review, dispatch, vehicle and driver tracking as well as complaint response and safety/security functions. Most policies, procedures and plans are maintained in electronic and printed formats. Notice of Policy is posted on-site where appropriate.

This review was conducted by Steven Kidd, Paratransit Supervisor; and Craig Collins, BCT's Safety and Security Manager, with full cooperation and assistance from Darlene Ponder, CEO and Sharon Brown, Operations Supervisor. Except where noted otherwise, this review consisted of random inspections of all applicable records, and interviews with management personnel. Samples of forms and supporting materials gathered during this review are maintained in the BCT Paratransit office. TLC's review was somewhat hampered by less than stellar preparation and the fact that some original files had been provided to another agency and copies were not available during the review. In most areas of review a "cross check" was made with other available record sources, such as monthly reports, BCT inspection records and Stratogen/adept data. While the County is no longer in an immediate budget crisis as was the case a few years back, all contractors have been advised of continued scrutiny in all areas in order to better control costs and increase efficiency. At the same time, providers are being asked to take a fresh look at providing great customer service with on -time performance & safety being priority concerns.

Described below are the major areas of inspection and review findings.

## 1. SYSTEM SAFETY PROGRAM PLAN (SSPP)

Tender Loving Care has an updated SSPP, which contains all required elements as well as policies/procedures from past System Safety Program Plans, and other models that have been approved in prior reviews. TLC presented as cooperative and willing to stay compliant with Rule Chapter 14-90, Florida Administrative Code, as appropriate. Management has done an acceptable job of fine tuning the plan for the April 2013 review, and stated they would keep this document updated. Minor revisions that were needed, as detailed in the after visit follow-up request, were addressed. Future years may involve adoption of the applicable portions of BCT's revised SSPP to supplement, enhance and standardize as appropriate.

## 2. ANNUAL VEHICLE INSPECTION COMPLIANCE

In December 2012, 15 vehicles were submitted for the required annual inspection. All vehicles passed on initial inspection or re-inspection. Overall, the Tender Loving Care fleet was found to be in acceptable condition, however approximately 1/3 of the vehicles failed on the initial inspection and required the vehicle to be repaired and re-inspected. TLC now has quite a few units that require the extra "older vehicle" inspections in April and September, and this report will serve as a reminder that this must be done and proof submitted to County in a timely manner.

## 3. PROOF OF VALID DRIVERS LICENSE RECORDS

TLC was again late in having current MVR's available for the on-site visit as requested in the original 2013 SSPP schedule. Motor vehicle reports (MVR's) for each driver are now the driver's responsibility to obtain as a condition of employment. The MVR's obtained on the post review request were current. Driver license expirations and chauffeur registration expirations are tracked via Stratogen. On the day of review, the Stratogen/adept driver database showed 1 driver with an expired D/L and 3 with expired hack licenses. While this was later confirmed as inattention to data entry on TLC's part, and corrected, it is an area they will need to pay closer attention to in the future.

## 4. DRIVER TRAINING /QUALIFICATIONS

From the information submitted, it appears that each driver receives an appropriate level of TLC training to meet mandated standards. Driver instruction consists of classroom and over the road training with an experienced driver. TLC has taken steps to get Sharon Brown certified to train in several areas. Some driver medical certificates were missing and required post review follow-up.

## 5. DRUG FREE WORKPLACE POLICY

Tender Loving Care is an established drug free workplace. All new employees are advised of this policy and sign a copy of the policy, which is made part of each employees personnel file. Posters advising employees of this policy are posed in conspicuous places at the work site. Based on a random review, all drug/alcohol policy & practices appear to be in compliance with applicable standards. An informal review of these records indicates that US Healthworks does their entire drug testing, and there is satisfactory evidence of compliance in this area. Wanda Del Toro, BCT's Drug & Alcohol czar will be doing follow-up with all providers to assure compliance and assistance where needed.

## 6. PRE-TRIP VEHICLE INSPECTION RECORDS

Tender Loving Care procedure requires that all vehicles be inspected by the driver prior to service. Tender Loving Care has a check list type daily pre-trip inspection form for this purpose. Spot checks of these documents revealed an acceptable level of tolerance. TLC indicated they will take practical measures to make sure that all pre-trip inspections are done, all forms are complete and needed repairs are prioritized and performed.

## 7. VEHICLE PREVENTIVE MAINTENANCE/ REPAIR RECORDS

Management suggested that once a month, all vehicles are scheduled for an oil change and preventive maintenance (PM) checks which includes such things as: tires, brakes, steering and other safety sensitive areas. TLC's vehicle files were again in less than satisfactory order and not up to date. Additional follow-up was required in this area and suggestions provided on best practices to document vehicle repair and be proactive about identifying potential problems.

## 8. ACCIDENT REPORTING/EVALUATION

Tender Loving Care has an acceptable accident reporting and assessment plan. Review of applicable files indicates Tender Loving Care has a satisfactory plan in place to coordinate risk management and loss issues with their insurance carrier. Random review indicates if an accident occurs, documentation will be obtained and reported to appropriate stakeholders in an appropriate and timely manner. Tender Loving Care's internal accident/incident planning steps are sound, and loss experience appears small. All providers are reminded that it is the provider's responsibility to make sure that new insurance certificates must be furnished to BCTD before dates expire or other changes are made.

## 9. OPERATIONAL AND SAFETY PROCEDURES

All drivers receive an extensive orientation on Tender Loving Care's operational rules, safety expectations and company policy from company supervisors, videos and other appropriate sources. In addition, TLC appears to put prominence on safety considerations and emphasizes this in their operations. Tender Loving Care has an employee handbook that is appropriate in size and scope for the scale of their operation. These resources cover applicable 14-90 concerns, appropriate safety areas and contractual operational requirements.

## 10. WHEELCHAIR SECUREMENT PROCEDURES & INSPECTION

During the annual inspection, all wheelchair lift and ramp equipped vehicles were tested. All lift equipped vehicles had the required certifications permanently attached to the lift assembly. All tie-down straps, belts, etc., were checked for cleanliness and operation. Lift and ramp operation was checked for each vehicle during the annual inspection process. Most repairs are being done by M&J lift repair and securement items acquired thru Q-straint or similar source.

## 11. SECURITY PLAN

TLC has met all SPP requirements and will update this plan when needed or as appropriate. The plan filed with BCT is inclusive and covers all required areas. Due to the nature of this document, it is kept separate and secure at BCT's Paratransit Services office. TLC updated their plan in April 2013 and made changes requested by the BCT Safety and Security Manager.

## SUMMARY OF REVIEW AND COMMENTS

Tender Loving Care Inc. has been a vital part of the Paratransit provider team and is on their way to successfully completing their 4th year under a five (5) year agreement as a contractor. Based on this review, TLC has demonstrated a satisfactory level of 14-90 compliance, and it is recommended that they continue as a TOP's Paratransit provider assuming they continue with their corrective actions outlined in the section 3 and 7 of this report.

It should be noted that a number of changes have been made in 2013 which should bring more stability and efficiency in the future. These include, but are not limited to, finalization of the AVL project and other advanced technologies that will help to better monitor performance and efficiency.

After completion of this review, the last step will be for each provider to submit a signed and notarized Safety and Security Certification form to BCT, which in turn will be submitted to FDOT as part of the 14-90 compliance process.(form attached)

**SAFETY AND SECURITY CERTIFICATION**

Name: **Contractor's Name:** Tender Loving Care, Inc.  
**Address:** 611 NW 31 Ave.  
**City and State:** Pompano Beach, FI 33069

The Paratransit Contractor named above hereby certifies the following:

1. The adoption of a System Safety Program Plan (SSPP) and a Security Program Plan (SPP) in accordance, and at a minimum, with established standards set forth in Chapter 14-90, Florida Administrative Code.
2. Compliance with the adopted standards of the SSPP and SPP.
3. Performance of safety inspections on all Vehicles operated in accordance with Rule 14-90.009, Florida Administrative Code, for 2013
4. That the Transit Division staff has performed all required safety inspections and security reviews at the address listed above, for 2013

Signature: \_\_\_\_\_  
 Title: Owner or Manager Name and Title  
 \_\_\_\_\_  
 Company Name

**NOTARY PUBLIC**

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_,  
by, \_\_\_\_\_, who is personally known to me.

\_\_\_\_\_  
Notary Public

(SEAL)

## **APPENDIX F**

# **PARATRANSIT CONTRACT and AMENDMENTS**

ATTACHMENT "A"SPECIFICATIONS

- a. The percentage of Trips set forth on Exhibit "B" is not a guarantee and CONTRACTOR shall not have any claim for compensation of any kind or nature if CONTRACTOR shall not receive the percentage of Trips set forth on Exhibit "B"; and
- b. The percentage of Trips may be adjusted by COUNTY as stated elsewhere in this Agreement.

ARTICLE 3SCOPE OF SERVICES AND SERVICE DESCRIPTION

3.1 Program Objectives: The purpose of this program is to provide transportation services to qualified individuals with disabilities in accordance with the mandates of the ADA and TD, in accordance with the mandates of Chapter 427, Florida Statutes and to those persons meeting the criteria as defined by COUNTY, all of whom are hereinafter referred to as "Clients." It is COUNTY's intent that these services be provided in a method that is cost effective and provides the best possible quality service to the Clients. COUNTY reserves the right to enroll additional service providers into the program to meet these Program Objectives.

3.1.1 Additional Service Providers: The COUNTY may enroll additional Paratransit service providers (beyond those with which the County contracts contemporaneously herewith) for the reasons outlined below:

- A. In the event that four percent (4%) of all requested Trips system wide remain wait listed at the start of the day of service for more than five (5) days in any consecutive ten (10) day period, this shall be deemed evidence that the current resources of the system are not sufficient to handle the demand of the system and COUNTY shall have the right, in its sole discretion, to enroll additional service providers to meet the Program Objectives.
- B. In the event that additional service elements are added to the Paratransit program, and the addition of these service elements has the effect of increasing Trips, COUNTY shall have the right, in its sole discretion, to meet that additional trip demand in any manner it determines appropriate which may include enrolling additional service providers in order to meet additional Trip demand.
- C. In the event of a natural disaster, act of God, act of war or national emergency, COUNTY may enroll additional service providers as necessary to meet the Program Objectives which additional providers shall remain until COUNTY determines that the Paratransit contractors have the ability to meet the Program Objectives. Upon such determination, COUNTY shall provide Paratransit Contractors or CONTRACTOR with not less than 30 days notice prior to the reassignment of trips back to CONTRACTOR.

3.1.2 Redistribution of Trips: COUNTY, as outlined below, retains the right to modify the percentage of Trips and to make other adjustments in the level of service assigned to CONTRACTOR as set forth on Exhibit "B."

ATTACHMENT "A"SPECIFICATIONS

- A. COUNTY may exercise this right in the event that a current Paratransit contractor is removed from the Paratransit Program either voluntarily or involuntarily. In the event COUNTY exercises this right, the Trips formerly assigned to the removed Paratransit contractor shall be redistributed to the remaining Paratransit contractors. The Paratransit contractor with the lowest blended per Trip reimbursement rate shall have first preference, with any remaining Trips assigned to the Paratransit contractor with the next lowest blended per trip reimbursement rate. This method of redistribution shall continue until all of the Trips have been redistributed. However, upon redistribution of Trips, no individual CONTRACTOR's Trips may exceed forty-five percent (45%) of the overall Program Trips.
- B. COUNTY may exercise this right in the event that a current Paratransit contractor or CONTRACTOR lacks sufficient vehicle capacity, as determined by COUNTY, to properly provide its assigned percentage of Trips. In the event that COUNTY exercises this right, any Trips determined by COUNTY to exceed a Paratransit contractor's vehicle capacity shall be redistributed to the remaining Paratransit contractors. The Paratransit contractor with the lowest blended per Trip reimbursement rate shall have first preference, with any remaining Trips assigned to the Paratransit contractor with the next lowest blended per trip reimbursement rate. This method of redistribution shall continue until all of the Trips have been redistributed. However, upon redistribution of Trips, no individual CONTRACTOR's Trips may exceed forty-five percent (45%) of the overall Program Trips.
- C. The COUNTY may exercise this right in the event that a current Paratransit contractor or CONTRACTOR is unable to satisfactorily perform its percentage of assigned Trips, as determined by COUNTY, for any reason other than vehicle capacity. In the event that the COUNTY exercises this right, the Paratransit contractor with the lowest blended per Trip reimbursement rate shall have first preference, with any remaining Trips assigned to the Paratransit contractor with the next lowest blended per trip reimbursement rate. This method of redistribution shall continue until all of the Trips have been redistributed. However, upon redistribution of Trips, no individual CONTRACTOR's Trips may exceed forty-five percent (45%) of the overall Program Trips.
- D. Any adjustments shall be preceded by notice detailing such changes. All adjustments may be temporary or permanent. Notice shall be provided thirty (30) days prior to service component or Trip assignment adjustments and CONTRACTOR shall comply with said changes. COUNTY and CONTRACTOR may agree to implement such changes based on a shorter notice period.
- E. The foregoing notwithstanding, the COUNTY shall not be under any obligation to redistribute Trips or make other adjustments in the level of service for any Paratransit contractor or CONTRACTOR that is failing to comply with their obligations under this Agreement and COUNTY may exercise any and all legal rights available, including, but not limited to Termination as set forth in Article 15 herein.

ATTACHMENT "A"SPECIFICATIONS

- 3.2 Memorandum of Agreement (MOA): CONTRACTOR agrees to comply with all of the requirements of local, state, and federal laws relating to the provisions of transportation services and to perform all services hereunder in accordance with all of the terms and conditions of the MOA, attached hereto as Exhibit "C" and incorporated herein by reference, as currently existing or as may be amended from time to time.
- 3.3 CONTRACTOR Services: CONTRACTOR shall furnish at its sole cost and expense all facilities, labor, materials, and equipment required to provide all necessary service in the manner and form provided herein with the exception of those facilities, labor, materials, and equipment provided for by COUNTY pursuant to specific provisions of this Agreement. Paratransit services shall be governed by this Agreement, the MOA, the TDSP, and the ADA Paratransit Service Plan as currently enacted and as may be amended from time to time.
- 3.4 Trip Types and Requirements: Pursuant to the mandates of the ADA, CONTRACTOR agrees that it shall not discriminate as to trip purpose and shall comply with all local, state, and federal laws and regulations that apply to the provision of transportation under the ADA, Transportation Disadvantaged Services required by Chapter 427, Florida Statutes, Chapter 41-2, Florida Administrative Code, and specific policies and procedures which relate to local sponsor agency requirements. COUNTY, in its sole discretion retains the right to adjust the assignment of any and all Trip types. Trip types shall consist of the following:
- 3.4.1 COUNTY Event Trips: CONTRACTOR shall provide trips on request from COUNTY staff to individuals involved with COUNTY activities such as, but not limited to, advisory board meetings, public hearings, ADA Eligibility and Appeals transportation, special activities, natural disasters, act of God, act of war or national emergency, and special events. No per trip rider's fare shall be collected. These Trips may include evacuation and reverse evacuation transportation for special needs Clients, as well as other transportation deemed necessary by COUNTY. Service may be provided on an on-demand or will-call basis and may be provided to individuals who are not Clients.
- COUNTY reserves the right to require additional service including the use of vehicles and drivers to meet demand of special events and/or situations. Such service may include large public events and Special Needs transportation for other COUNTY agencies. Reimbursement rates may be made by the trip, by the hour, by the mile, or a combination thereof, depending on the circumstances. No per trip rider's fare shall be collected.
- 3.4.2 Demand Trips: CONTRACTOR shall provide, if scheduled, Demand Trips which are prescheduled trips in which an individual calls to request a trip.
- 3.4.3 Group Trips: CONTRACTOR shall provide, if scheduled, Group Trips in which a vehicle is used to transport four or more clients and/or companions from a common origin address to a common destination address. A Group Trip is priced per trip and not by individual Client.

ATTACHMENT "A"SPECIFICATIONS

- 3.4.4 Miami Special Trips: CONTRACTOR, if selected by COUNTY to provide Miami Special Trips, shall provide Miami Special Trips each Tuesday and Thursday to individuals from various locations in Broward County to and from the Downtown Miami Central Medical District. Clients receiving this service shall be transported from the County Service Area to the Downtown Miami Central Medical District at a prescheduled group time and shall return at a prescheduled group time. Miami Special Trips shall accommodate both ambulatory and wheelchair Clients and shall be considered non-ADA service. CONTRACTOR shall provide a maximum of two vehicles each Tuesday and Thursday and the vehicles shall accommodate wheel chairs if requested. Reservations shall be accepted on a space available basis.
- 3.4.5 Multi-Load Trips: CONTRACTOR, shall provide, if scheduled Multi Load Trips in which three or more Clients are picked up at multiple origin addresses and dropped at a common destination address, or trips in which three or more Clients are picked up at a common origin address and dropped at multiple destination addresses.
- 3.4.6 Nutrition Trips: CONTRACTOR shall provide, if scheduled Nutrition Trips which are group trips to congregate meal sites and day programs for seniors as designated by the Agency and Disability Resource Center/Meals-On-Wheels program. Nutrition trips are considered non-ADA service.
- 3.4.7 Subscription Trips: CONTRACTOR shall provide, if scheduled Trips that have been reserved by the subscription method.
- 3.4.8 Same Day Service: Requests for service made on the same day may be provided at the discretion of CONTRACTOR based upon available vehicle capacity and available time slots within the schedule for that day. CONTRACTOR shall make every reasonable effort to accommodate same day trip requests.
- 3.4.9 Back-Up Service: COUNTY may order back-up service when the original or back-up provider responsible for transporting a Client is over thirty (30) minutes late. COUNTY reserves the right to use other transportation resources to meet trip demand, such as the limited use of other available vehicles for overflow trips. In the event that a Client shall be a no-show for a back up provider, the back-up provider shall be paid for the trip.
- Back-Up Service Disincentive: In the event that back-up service is required, CONTRACTOR shall be subject to three (3) disincentives: the lost revenue from the trip which was not provided, a Late Arrival disincentive of one (\$1.00) for each minute the passenger(s) had to wait past the end of their scheduled Pick-up Window and the Missed Trip disincentive as described in Section 4.6.2 of this Agreement.
- 3.4.10 Will Call Service: CONTRACTOR shall provide, if scheduled, Will Call Service. Will Call Service is a return trip with an undetermined Pick-up Window at the time the reservation was made.

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3.5 Funding Agencies: Various local agencies may participate in the purchase of Paratransit services under this Agreement by entering into agreements with COUNTY. CONTRACTOR shall ensure that all procedures of the various funding agencies are complied with and that a sensitive and responsive working relationship is maintained with these agencies.

3.6 Client Eligibility: Up-to-date Client eligibility and certification information shall be maintained by COUNTY in the CTMS database, which shall include any limitation or conditions on the services the Client may receive. If an individual is provided service for which they are not eligible according to the documentation in CTMS, COUNTY shall not reimburse CONTRACTOR for such Trip(s).

3.7 Provision of Service: CONTRACTOR shall provide transportation services as follows:

3.7.1 Dispatching of Trips: All Trips shall be scheduled by the Reservation Center on COUNTY supplied CTMS. All CONTRACTOR Trips shall be dispatched through CONTRACTOR's local dispatch facility on COUNTY supplied CTMS.

A. CONTRACTOR shall not restrict or prioritize dispatching based upon trip purpose unless specifically directed by COUNTY.

B. CONTRACTOR shall use its best efforts to regularly assign drivers to routes in order to provide the best continuity of service to Clients.

C. Any changes made to an existing reservation shall be accompanied by supporting documentation in the form of a CTMS log entry and notice to the Reservation Center.

D. CONTRACTOR shall be responsible for routing vehicles in stop order (discharge order).

E. In the event a Client arrives late for an appointment, CONTRACTOR shall inform the Reservation Center and the Client will be scheduled for a prioritized Will-Call.

3.7.2 Daily Service Hours: COUNTY has an obligation to provide Paratransit transportation throughout the County Service Area during the regular hours of COUNTY's fixed route operations. The first pick-up shall begin at the start of the service hours and the last pick-up shall not be later than 45 minutes prior to the end of the service hours. The hours listed below are based on the current fixed route service hours and may be changed from time to time at sole discretion of COUNTY:

Monday through Saturday	4:40 a.m. to 12:40 a.m.
Sundays and Holidays	6:45 a.m. to 10:15 p.m.

Paratransit service shall be provided per COUNTY's holiday schedule for fixed route service on: New Year's Day, Labor Day, Memorial Day, Independence Day, Thanksgiving Day and Christmas Day.

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CONTRACTORS that provide Demand Response Trips shall provide Paratransit transportation throughout the COUNTY Service Area during the regular hours of COUNTY's fixed route operations.

- 3.7.3 Client Pick-Up: CONTRACTOR shall provide door-to-door service as defined in Article 1 herein. Drivers shall go into the lobbies or vestibules of buildings to seek out and/or assist a Client; however, drivers are prohibited from entering residences. Sounding a horn at the curb is not permitted and is insufficient notification of CONTRACTOR's arrival. When the Client boards the vehicle, driver shall complete paperwork, or utilize an alternate automated system, indicating that the pick-up has been made. The following information, at a minimum, shall be recorded by the driver:
- A. Actual pick-up time.
  - B. Actual vehicle odometer mileage.
  - C. Actual fare collected from the Rider.
  - D. Client signature on the ride ticket, manifest, or route sheet.
  - E. Other information as may be required by COUNTY.
- 3.7.4 Failure to Respond upon Vehicle Arrival: If the Client does not respond upon the vehicle's arrival at the pick-up point, the driver shall immediately radio the dispatcher to assist in making reasonable attempts to contact the Client. If the Client does not appear, the driver shall request instructions from the dispatcher. After waiting the contractual required amount of time (See Dwell Time, Section 4.2.1), the dispatcher may direct the driver to continue on to the next scheduled pick-up. Reasonable attempts should be made to reach the Client by telephone. For the purpose of this paragraph, "reasonable attempt" shall mean that CONTRACTOR shall call the Client if there are telephone numbers available in the CTMS.
- 3.7.5 Notification, No-Shows, Denials:
- 3.7.5.1 Notification: CONTRACTOR shall notify COUNTY of:
- A. Clients who refuse to pay the per trip rider's fare.
  - B. Clients that the CONTRACTOR recommends be suspended due to violent, seriously disruptive, or illegal behavior.
  - C. Other violations of COUNTY issued Rider's Guide.
- 3.7.5.2 No-Shows: CONTRACTOR shall record no-shows in the CTMS within thirty (30) minutes of the occurrence.

ATTACHMENT "A"SPECIFICATIONS3.7.5.3 Denial/Refusal of Service:

- A. CONTRACTOR may refuse to provide Paratransit service to Clients if vehicle fleet capacity is insufficient to accommodate the users at the time they wish to travel. When service is refused for vehicle capacity reasons, CONTRACTOR shall immediately contact the Reservation Center so transportation may be arranged with another CONTRACTOR.
- B. CONTRACTOR may not deny a Trip assignment based upon trip length, mobility device used by the Client, geographic location within the service area, or time of day within the hours of service. All requests made within County Service Area, during service hours, and with vehicle capacity shall be honored.
- C. CONTRACTOR may refuse to provide Paratransit service to Clients who engage in violent, seriously disruptive or illegal conduct.

CONTRACTOR shall document and record all refusals in the CTMS as they occur and provide the appropriate notice to the Reservation Center so alternative service may be provided in a timely manner. In addition to logging the denial in the CTMS, CONTRACTOR may be requested to submit to COUNTY a denial form/log that shall detail specifically the reason for the trip denial, the alternatives offered to the caller, and all other information pertaining thereto.

Any pattern or practice of trip denial or referral of trips which negatively impacts the Paratransit service may be cause for corrective action including, but not limited to, the redistribution of Trips and may be considered a breach of contract subject to the provisions of Article 15 herein.

3.7.6 Drugs, Alcohol, Smoking: Driving while under the influence of drugs and/or alcohol or smoking, shall be strictly prohibited. A Client's use of drugs, the consumption of alcoholic beverages, or the smoking of any substance shall be strictly prohibited while on board as a passenger utilizing Paratransit service. CONTRACTOR shall:

- A. Establish such anti-drug and alcohol programs as may be required by federal regulations.
- B. Establish and implement a drug and alcohol testing program that complies with Federal Transit Administration regulations 49 CFR part 655, as may be amended from time to time; to produce documentation necessary to establish its compliance with 49 CFR part 655; and permit any authorized representative of the U.S. Department of Transportation or its operating administrations, the FDOT, or Broward County Mass Transit Division, to inspect facilities and records associated with the implementation of the drug and alcohol testing program required by 49 CFR part 655. It is understood that failure to comply with any requirement outlined in 49 CFR part 655, or failure to submit to any required certification or documentation shall be considered a material breach of contract and grounds for contract termination under for-cause provisions.

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- C. Report applicable testing summaries annually, or as may be prescribed by COUNTY's Contract Administrator and/or COUNTY's Program Manager for Drug and Alcohol Testing.

3.7.7 Permissible Client Transportation Accompaniment, Requirements, Reimbursable Expenses: The following is a list of categories which sets forth permissible accompaniments for Paratransit Clients during transportation, the requirements related thereto, and reimbursable expenses for such accompaniments:

3.7.7.1 Personal Care Attendant (PCA): Clients that are coded in CTMS as "PCA" may bring one PCA with them during transportation subject to the following:

- A. Personal Care attendants may include, but are not limited to, nurses, caretakers, or parents of Clients.
- B. Clients that are coded "PCA" shall self-determine the need for a PCA at the time of travel, whether occasionally or for every trip, and shall not be required to bring a PCA; provided, however, a PCA shall be required in the event a Client would otherwise be suspended from service and the presence of a PCA would mitigate the need for a suspension.
- C. A Client shall indicate, at the time of reservation, whether or not he or she travels with a PCA.
- D. PCAs may only ride at the same time(s) and to and from the same destination(s) as the Client.
- E. A PCA does not pay the per trip rider's fare when riding with a Client, and PCA travel is not reimbursable as a separate trip.
- F. A PCA shall comply with all of CONTRACTOR's ride requirements including signing the ride manifest.

3.7.7.2 Companion: ADA Paratransit Clients shall be allowed to reserve space for one companion when they make their reservation(s).

- A. One companion may travel with ADA Paratransit Client in addition to a PCA.
- B. A Companion may only ride at the same time(s), and to and from the same origin(s) and destination(s) as the ADA Paratransit Client.
- C. A Companion shall pay the same per trip rider's fare as the Client. Only one companion trip per client is a reimbursable Trip.

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D. A Companion shall comply with all of CONTRACTOR's ride requirements including signing the ride manifest.

3.7.7.3 Service Animals: Any animal which is identified and trained to be a service animal needed by a Client, PCA, or companion to help with daily activities shall be transported. Service animals are not allowed to occupy seats. They must be leashed and either kept on the floor of the vehicle or carried on the lap of the Client. Service animals are not reimbursable as a service trip. Drivers shall not assist service animals.

3.7.7.4 Personal Belongings: Personal Belongings as defined in Article 1 herein may be transported with a Paratransit Client. Drivers may not assist Clients with any personal belongings. Clients may transport only belongings that they can reasonably carry at one time without assistance. Excessive grocery bags, luggage or the moving of belongings, furniture, and other large personal items are not appropriate for this service. CONTRACTOR shall not be responsible for items left on vehicle except as set in Section 3.8.9.

3.7.8 Driver Trip Tickets/Log Sheets: CONTRACTOR shall use driver trip tickets, manifests, or log sheets as directed and approved by COUNTY, to record trip information. These forms shall be specifically completed and maintained as documentation of service provided. CONTRACTOR shall not be reimbursed, in the event that COUNTY receives an incomplete trip ticket/log sheet, until such document is completed to the satisfaction of COUNTY. No reimbursement shall be processed, or paid, after sixty (60) days of the actual trip date. In the event that automated swipe-card procedures are installed by COUNTY, such procedures shall replace any use of written trip tickets/log sheets.

3.7.9 Drivers: CONTRACTOR is required to keep a daily record for each driver indicating:

- A. Driver's name.
- B. Date of service.
- C. Vehicle number.
- D. Time the driver leaves for in-service transportation (pull-out time).
- E. Odometer reading at start of in-service transportation.
- F. Time of first pick-up.
- G. Time of last drop-off.
- H. Odometer reading at end of in-service transportation.

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- I. Time of arrival back at the terminal (pull-in time).

Any form utilized by CONTRACTOR for this purpose shall be approved by COUNTY and may be incorporated into CONTRACTOR's driver's log.

- 3.7.10 Identification Cards: In the event that COUNTY implements a policy regarding identification cards which would require a Client to present such card while using the service, CONTRACTOR agrees to cooperate with COUNTY in the enforcement of said policy. COUNTY reserves the right to change the Client identification cards at any time; such change may include, but not be limited to, cards encased in plastic sealers, swipe card format, or picture identification cards.

- 3.7.11 Telephone Services:

- 3.7.11.1 Courteous and Polite Dealings: CONTRACTOR shall ensure that personnel assigned to service telephone lines maintain a courteous and polite attitude in all dealings relating to the provision of services. All personnel assigned to service telephone lines shall announce their names in all telephone calls related to the services addressed within this Agreement.

- 3.7.11.2 Hotline: CONTRACTOR shall provide a "hotline" telephone number (unpublished), for exclusive use by COUNTY and Reservation Center. The telephone hotline shall provide for direct communication in resolving day-to-day operational issues and shall be active and functioning during all hours of service delivery. The hotline shall be answered within five (5) rings and on-hold time shall be kept at a minimum. The maximum on-hold time shall not exceed ninety (90) seconds. The hotline telephone number shall be supplied to COUNTY and Reservation Center prior to initiating service and shall not be provided to any other parties.

Telephone Service Disincentive: A CONTRACTOR Disincentive in the amount of Fifty Dollars (\$50.00) per incident of any improper Telephone Service under this section shall be assessed for each incident.

- 3.7.12 Unauthorized Service: CONTRACTOR shall not be reimbursed for service provided to unauthorized Clients, to unauthorized locations, or service which is provided by unauthorized vehicles.

- 3.7.13 Wheelchair to Seat Transfer: CONTRACTOR may ask Clients who use wheelchairs if they wish to transfer from wheelchair to seat once aboard a vehicle. Such transfer is entirely at the discretion of the Client and service may not be refused or denied based upon the decision of the Client. The use of any special equipment or assistance from the driver is not permitted. Wheelchairs must be safely secured in the vehicle after Client has transferred to a seat.

- 3.7.14 Client Seatbelt and Safety: All Clients, including those who use a wheelchair, are required to be secured by a seatbelt, either fastened by themselves or with assistance from the driver. CONTRACTOR shall ensure that all Clients utilize safety belts. CONTRACTOR shall

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immediately report to COUNTY any incident of a Client's failure to comply with this policy. Any report of unsafe driving and unsafe or uncomfortable vehicles shall be acted upon, and corrective action shall be taken by CONTRACTOR and COUNTY so as to achieve a solution consistent with satisfactory performance of the objectives of this Agreement.

Client Seatbelt and Safety Disincentive: Any reported violation of this safety standard determined to be valid by COUNTY shall be subject to a disincentive assessment of Ten Dollars (\$10.00) per incident.

- 3.7.15 Grievance Procedure: A formal grievance procedure, set forth in Exhibit "D" attached hereto and incorporated herein by reference, pertaining to the provision of service, has been established by the BCCB in accordance with Florida Commission for the Transportation Disadvantaged requirements as per Chapter 41 of the Florida Administrative Code. CONTRACTOR, upon execution of this Agreement, acknowledges that CONTRACTOR has been provided with a copy of the procedures.
- 3.7.16 Equal Access to Service: CONTRACTOR shall provide all services addressed herein to all Clients without regard to location or without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code and Ordinance Chapter, Chapter 16-1/2), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery. COUNTY reserves the right to require CONTRACTOR to provide full documentation of all trips provided within these classifications. Failure to provide full and equal access of Paratransit services to Clients may result in termination of this Agreement as per Article 15 herein.
- 3.7.17 Subcontractors: CONTRACTOR may utilize direct service subcontractors only with the prior written consent and approval of Broward County Board of County Commissioners. Names and qualifications of all subcontractors shall be submitted to COUNTY prior to contract award, or at any point where a change (addition or deletion) of subcontractor(s) is to be considered. Any subcontractor utilized by CONTRACTOR shall be subject to all terms and conditions of this Agreement.
- 3.7.18 Confidentiality: CONTRACTOR shall maintain as confidential all Client information, whether provided by COUNTY or otherwise obtained by CONTRACTOR. Information concerning a COUNTY Paratransit Client shall not be disclosed unless directly related to the administration of COUNTY's or CONTRACTOR's responsibilities with respect to services provided under this Agreement and/or in accordance with applicable public records laws, rules, and regulations, by Court Order, or by written consent of the Client, his/her attorney, responsible parent, or guardian.
- 3.7.19 Solicitation Prohibited: Names and addresses of COUNTY Paratransit Clients shall not be distributed for any purpose without prior COUNTY approval. CONTRACTOR may not solicit or entice Clients with incentives, discounts, or gifts.

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3.7.20 TD Operating Standards: CONTRACTOR shall adhere to all TD Operating Standards, as currently enacted or as may be amended from time to time. The TD Operating Standards include, but are not limited to the following:

- A. Drug and Alcohol testing policy.
- B. A policy on transporting escorts and children.
- C. A policy on usage of child restraint devices.
- D. A policy regarding the personal property a passenger may bring along on a trip.
- E. Established vehicle transfer points, as appropriate.
- F. Posting in vehicles of a local toll-free telephone number for complaints and the TD helpline phone number.
- G. Out-of-service area trips.
- H. Vehicle cleanliness, safety and comfort.
- I. Billing requirements and invoice processing standards.
- J. Maintenance of a passenger/trip database by the CTC.
- K. Adequate seating in vehicles, as described herein.
- L. A driver identification policy.
- M. A policy on driver assistance.
- N. A "no smoking, eating and drinking in vehicle" policy.
- O. A passenger no-show policy.
- P. A two-way communication system.
- Q. Functioning vehicle air conditioning and heating systems.

3.8 Vehicle Requirements: Appropriate type vehicles to be used in providing service under this agreement include mid-size or larger sedans, minivans, and vans. Sedans used in TOPS service must have four doors and be mid-size/intermediate class or larger. COUNTY staff shall have the final determination on appropriateness of any vehicle and CONTRACTOR is strongly encouraged to verify the acceptability of any vehicle before purchasing it.

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All vehicles, including demand-response sedans used in this service shall be governed by and must comply with the requirements of the Broward County Code of Ordinances. CONTRACTOR shall have all vehicles inspected by COUNTY and shall bear the cost of such inspections, if any. The vehicle inspection requirement does not require permitting or licensing by Broward County NEMT ("Non Emergency Medical Transportation") because the vehicles utilized to provide the services pursuant to this Agreement are exempt from the licensing requirements set forth in Chapter 3½, Medical Services and Nonemergency Medical Transportation Services, Broward County Code of Ordinances. All vehicles shall have windows in all passenger seating locations. Retro-fitted/conversion "cargo" vans without added windows are not acceptable.

3.8.1 Vehicle Availability: CONTRACTOR shall maintain a fleet of vehicles adequate to perform each and every obligation herein. In addition, CONTRACTORS providing general service trips shall provide no less than fifty percent (50%) of the dedicated fleet to be equipped with lift/ramp and wheelchair securement devices. CONTRACTOR shall maintain an additional ten percent (10%) of the total vehicles in service as spare vehicles. CONTRACTOR shall inform COUNTY, in a timely manner, of fleet availability and CONTRACTOR's inability to efficiently perform all requested trips. In cases where CONTRACTOR is unable to perform all requested trips, procedures as outlined in Section 3.7.5.3A shall be followed.

3.8.2 Vehicle Location and Contact: It shall be the responsibility of CONTRACTOR to have knowledge of, and be able to report on, the status of every pick-up and drop-off. The driver shall also immediately notify the dispatcher of all breaks, lunches, breakdowns, accidents, or any other event that may impact on-time performance.

3.8.3 Vehicle Inspection: All vehicles, wheelchair lifts or ramps, and wheelchair securement devices used for Paratransit service shall meet all applicable ADA regulations, be approved by COUNTY, and are subject to annual and random COUNTY inspection. All vehicles must be approved, inspected and display an inspection sticker issued by COUNTY prior to providing service. A manual operating pole is required for emergency backup lift operation, as required by ADA regulations. CONTRACTOR shall meet or exceed the standards and requirements for accessible vehicles set forth in Architectural and Transportation Barriers Compliance Board (ATBCB) as published in 49 CFR Sections 37.161, 37.163, 37.167, 37.169, 38.21, and 38.23-38.33, as currently enacted, and as may be amended from time to time. Failure to provide adequate vehicles to meet the terms and conditions of this Agreement may result in termination of the Agreement as provided by Article 15 herein.

Vehicle Inspection Disincentive: Any vehicle providing TOPS service without a current inspection sticker will be assessed Two Hundred Fifty Dollars (\$250.00) per day contract disincentive.

3.8.4 Vehicle Signage: All vehicles used in TOPS service shall display two (2) COUNTY-issued program (TOPS) signs affixed on the exterior: one sign on each vehicle side; and a minimum of one service (complaint) telephone number sign(s) posted in the interior of the vehicle. COUNTY reserves the right to require the exact placement of all signs on a vehicle. Each vehicle shall have CONTRACTOR's fleet vehicle number posted on the vehicle. TOPS signs must be

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removed from a vehicle upon the sale or removal of a vehicle from TOPS service.

Vehicle Signage Disincentive: Violation of the signage requirements shall result in a Fifty Dollars (\$50.00) per incident contract disincentive.

- 3.8.5 Vehicle Age/Mileage: All Vehicles utilized in performing the services hereunder shall comply with the following age/mileage requirements. A Vehicle may be utilized to provide TOPS service provided it does not exceed Three Hundred Fifty Thousand miles (350,000). In the event that a vehicle performing services hereunder is six years old (a 2003 model year vehicle would exceed six years of model age on January 1, 2010) but under 350,000 miles, the vehicle may remain in service provided the vehicle passes an inspection performed by an ASE certified mechanic at a properly licensed auto repair facility in Broward County every April and September. The inspection report/results must be received by the Transportation Department no later than April 30th and September 30th. No vehicle may remain in service if the mileage exceeds 350,000 regardless of the age of the vehicle.

Vehicle Age Disincentive: Reimbursement for trips shall be withheld for trips provided by non-authorized vehicles and a financial disincentive of Two Hundred Fifty Dollars (\$250.00) per incident shall apply.

- 3.8.6 Vehicle Breakdowns: If a vehicle breaks down in service, CONTRACTOR shall dispatch a backup vehicle to the site of the breakdown. The backup vehicle shall be dispatched and placed en route within thirty (30) minutes of notification of the break down.

Backup Vehicle Disincentive: Violation of the Backup Vehicle requirement shall result in a Fifty Dollars (\$50.00) per incident contract disincentive.

- 3.8.7 Computerized Information Tracking System: COUNTY may, and reserves the right to, require CONTRACTOR to install automatic vehicle locators (AVL), global positioning systems (GPS), mobile data computers (MDC), interactive voice response systems (IVR), and/or like technology in CONTRACTOR's vehicles and at CONTRACTOR's facility. The cost of equipment, installation and training shall be at COUNTY's expense. CONTRACTOR agrees to make its vehicles and facility available for the installation of any necessary equipment and further agrees to operate the equipment in compliance with all direction from COUNTY. CONTRACTOR shall be solely responsible for securing and paying for any recurring wireless (cellular) data and voice service, deemed necessary by COUNTY, from vendors approved by the COUNTY.

- 3.8.8 Wheelchair Restraint System: An ADA-compliant four-point tie-down system with shoulder strap, such as "Q'Straint," "Kennedyne," or a COUNTY-approved equivalent, shall be located at each wheelchair area. All wheelchair tie-downs (wheelchair securement devices) shall be oriented to allow the Client to ride facing forward in the vehicle. Securement of a wheelchair in a side-facing manner is strictly prohibited. A separate passenger seat belt is required for each passenger. Tie-downs are to be fully adaptable so as to fit all ADA-compliant wheelchairs. All vehicles shall be equipped with operable seat belts and/or ADA approved tie-downs at all seating and wheelchair locations. CONTRACTOR shall strongly encourage Clients to utilize

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their mobility devices as regulated by the ADA in vehicles.

- 3.8.9 Personal Property in Vehicles: Any personal property of a Client found in a vehicle shall be retained by CONTRACTOR for a minimum of sixty (60) days after which, with the prior approval of COUNTY, CONTRACTOR may dispose of said property pursuant to law. During the sixty (60) day period CONTRACTOR shall make reasonable efforts to identify the owner of the property and return the property.
- 3.8.10 Vehicle Insect Extermination: All vehicles shall undergo insect extermination as necessary to eliminate the presence of insects. The vehicle shall not be placed in service while any noxious fumes or detectable odors remain.
- 3.8.11 Vehicle Standards: It is the responsibility of CONTRACTOR to ensure that each vehicle meets all standards and requirements as established in the TDSP, MOA, FCTD, and Chapter 341, Florida Statutes, Chapter 14-90 Florida Administrative Code, as currently enacted or as may be amended from time to time. In addition, the following are the minimum standards that must be met by CONTRACTOR at all times while providing the services hereunder:
- A. All vehicles must have one operational seatbelt per passenger available for use at all times.
  - B. All vehicles must carry an effective fire extinguisher aboard whenever passengers are onboard.
  - C. All vehicles must have a rear view mirror and dual side mirrors.
  - D. All vehicles must have a functioning speedometer indicating speed in miles per hour and a functioning odometer indicating distance in miles to the nearest tenth of a mile.
  - E. All vehicles must have a functioning interior light within the passenger compartment.
  - F. The vehicles are to be equipped with an operable air-conditioning and heating system. If the air-conditioning system becomes inoperable during the day, the vehicle may continue to provide service only for the remainder of that day.
  - G. Vehicle exterior is to be free of grime, oil, or other substance, and be free from cracks, breaks, dents, and damaged paint that noticeably detracts from the overall appearance of the vehicle.
  - H. Body molding shall be in place, or if removed, holes filled and painted.
  - I. The interior shall be free from dirt, grime, oil, trash, or other material that could soil items placed therein and shall be free of protruding metal or other objects that could damage items placed therein.

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- J. Passenger compartment is to be clean, free of torn upholstery or floor coverings, damaged or broken seats, and protruding sharp edges.
- K. Broward County Operating Permits, if required, shall be displayed properly. CONTRACTOR shall bear the production cost of the sticker or tag.
- L. Vision shall be unobstructed on all four (4) sides of vehicles.
- M. Vehicle shall be equipped with a two-way mobile radio and/or cellular telephone in good working order which shall be audible to the driver at all times.
- N. All vehicles, except sedans, shall have an attached running board or lowered fixed step as part of the body.
- O. No smoking in the vehicle.
- P. All vehicles shall be cleaned, inside and out, daily.
- Q. Each vehicle shall have COUNTY's telephone number for complaints and CONTRACTOR's telephone number posted in a conspicuous place in the vehicle, and given verbally by the driver upon request.

Vehicle Standard Disincentive: A contract disincentive of Fifty Dollars (\$50.00) per incident shall apply for each and every violation of the vehicle standards.

- 3.8.12 Vehicle Maintenance: CONTRACTOR shall maintain all vehicles and equipment used in COUNTY's Paratransit service in optimal working condition so as to minimize breakdowns and decrease the possibility of accidents.

COUNTY will conduct an annual System Safety review of each CONTRACTOR to comply with safety requirements of Chapter 14-90, Florida Administrative Code, as currently enacted or as may be amended from time to time.

COUNTY reserves the right, in its sole discretion, at any time, to inspect vehicles and maintenance facilities during normal working hours, to review CONTRACTOR's maintenance records and inspect vehicles.

Any vehicle found not to be in conformance with the above standards set forth in this Agreement, must be removed from service until correction of the deficiency. COUNTY further reserves the right to inspect vehicles to be used in the program at any time, and order its removal from service if not found to be in conformity with this Agreement. Vehicles shall be subject to an annual inspection performed by COUNTY or its agent.

Non-Authorized Vehicle Disincentive: Failure to comply with these requirements shall be cause for disallowance of compensation for service rendered in the noncompliant vehicle.

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3.8.13 Vehicle Registration: CONTRACTOR shall provide COUNTY with updated vehicle (fleet) listings by making entries into the Vehicle Registration screen of the CTMS. Vehicles must be registered in the CTMS prior to providing service.

Vehicle Registration Disincentive: A contract disincentive in the amount of Two Hundred Fifty Dollars (\$250.00) shall be deducted for each failure to comply with the Vehicle Registration requirement.

3.8.14 Dedicated Fleet: CONTRACTOR shall dedicate vehicles to be used for performing TOPS services as described in this agreement. All vehicles that bear the inspection sticker described in paragraph 3.8.3 above shall be limited to transporting eligible Clients, companions, and escorts of the TOPS program while performing the services herein. CONTRACTOR may not transport persons not receiving the services hereunder at any time there is a TOPS passenger in the vehicle.

3.9 Accidents: The following are the standards relating to reporting accidents and repairing damage.

3.9.1 Accident Reporting: Every accident, or any incident involving a Client, with or without bodily injury or property damage, shall be verbally reported to a member of COUNTY's Paratransit staff immediately upon CONTRACTOR's discovery, or within that period of time CONTRACTOR should have discovered the accident or incident upon the use of prudent business practices. In addition, CONTRACTOR shall submit a written report within two (2) business days of the accident or incident. CONTRACTOR shall also be required to submit the pertinent information via the CTMS. A summary of monthly accident occurrences shall be part of the monthly operating summary. The contract standard for vehicle accidents is 2.5 per 100,000 miles.

Accident Reporting Disincentive: Failure to report an accident/incident within the required time period shall result in CONTRACTOR being assessed a per accident contract disincentive of Two Hundred Fifty Dollars (\$250.00) for the first day, and Fifty Dollars (\$50.00) for each additional day that the report is late.

3.9.2 Accident Damage Repairs: CONTRACTOR shall repair all accident damage to vehicles within sixty (60) days from the date of the accident; provided however, that no vehicle shall be used in service, if the vehicle does not meet all the vehicle standards set forth in the Agreement.

Accident Damage Repair Disincentive: In the event that COUNTY determines that CONTRACTOR failed to repair a vehicle within the time requirements set forth herein, the vehicle shall be removed from active service until such repairs are completed. Compensation for service rendered in the violating vehicle shall be disallowed.

SIXTH AMENDMENT

to

AGREEMENT

between

BROWARD COUNTY

and

ALLIED MEDICAL TRANSPORT, INC.

for

PARATRANSIT TRANSPORTATION SERVICES

Bid Number V0696801B1

SIXTH AMENDMENT

to

AGREEMENT

between

BROWARD COUNTY

and

ALLIED MEDICAL TRANSPORT, INC.

for

PARATRANSIT TRANSPORTATION SERVICES

Bid Number V0696801B1

This is the Sixth Amendment to the Agreement, made and entered into by and between BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

ALLIED MEDICAL TRANSPORT, INC., a Florida corporation, hereinafter referred to as "ALLIED."

WHEREAS, COUNTY sought providers for paratransit transportation services pursuant to Bid Number V0696801B1, which was opened on July 15, 2009; and

WHEREAS, ALLIED was one of five companies which entered into a contract with COUNTY to perform paratransit transportation services (the five providers shall be collectively referred to as the "Paratransit Providers"); and

WHEREAS, two of the five companies awarded a contract to perform paratransit services are no longer Paratransit Providers and there are currently three Paratransit Providers providing paratransit transportation services; and

WHEREAS, the parties entered into a First Amendment to the Paratransit Transportation Services Agreement to address the subcontracting of certain Trips. The parties entered into a Second Amendment to redistribute Trips. The parties entered into a Third Amendment to provide additional resources to the Paratransit Providers for a

specified period of time to enable the COUNTY to perform a review of the paratransit System. The Parties entered into a Fourth Amendment to provide, among other things, a temporary trip rate increase pending full implementation of technology and the increase in passenger trips per revenue hour; and the parties entered into a Fifth Amendment to redistribute Trips; and

WHEREAS, the Paratransit Transportation Services Agreement as amended shall be referred to collectively as the "Agreement"; and

WHEREAS, the Agreement provides a mechanism to redistribute Trips in the event that a Paratransit Provider is removed from the Paratransit Program; and

WHEREAS, the removal of Tender Loving Care Transportation Services, Inc. as a Paratransit Provider resulted in the need to redistribute eight percent (8%) of the overall Program Trips; and

WHEREAS, the Paratransit Providers and COUNTY met on September 5, 2013, to redistribute Trips as required in the Agreement and four percent (4%) of the Trips were redistributed to one of the three remaining Paratransit Providers; and

WHEREAS, the other remaining Paratransit Provider chose not to accept any additional Trips; and

WHEREAS, the Agreement contains a provision which prohibits a Paratransit Provider from receiving more than forty-five percent (45%) of the overall Program trips and ALLIED currently has overall Program Trips in the amount of forty-five percent (45%); and

WHEREAS, the Broward County Board of County Commissioners at its meeting of August 27, 2013, authorized the removal of the forty-five percent (45%) individual Paratransit Provider Trip limit; and

WHEREAS, the Paratransit Providers and COUNTY met again on October 7, 2013, to redistribute the remaining four percent (4%) of the overall Program Trips;

WHEREAS, ALLIED represented to COUNTY that it had the capability to perform additional Trips and agreed to the removal of the forty-five percent (45%) individual Paratransit Provider Trip limit; and

WHEREAS, the parties desire to enter into a Sixth Amendment to the Agreement to address the redistribution of Trips, NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

1. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties.
2. CONTRACTOR represents that it has all the resources necessary to perform the Trips assigned in the Agreement, and as increased in paragraph 3 below, in full compliance with each and every term and condition of the Agreement.
3. The provisions in the Agreement which prohibited ALLIED from exceeding forty-five percent (45%) of the overall Program Trips shall be eliminated from the Agreement and the percentage of Trips awarded to ALLIED is hereby amended to increase from forty-five percent (45%) of the overall Program Trips to forty-nine percent (49%) of the overall Program Trips effective on October 7, 2013. The Trip Reimbursement rates shall be as set forth in the Agreement.
4. The Agreement shall remain in full force and effect except as specifically amended herein. In case of a perceived conflict between the terms of the Agreement and the Amendment, the terms of the Amendment shall govern.
5. This Amendment shall be effective upon proper execution by all parties hereto.
6. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.
7. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this document that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
8. Preparation of the Agreement has been a joint effort of COUNTY and ALLIED, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.
9. Except as set forth in the Agreement no modification, amendment, or alteration in the terms or conditions contained in the Agreement shall be effective unless contained in a written document and executed by the parties hereto.
10. In the event the Agreement or a portion of the Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or ALLIED elects to terminate the Agreement. The election to terminate the Agreement based upon this provision shall be made within seven (7) days after the finding of invalidity by the court becomes final.

11. Multiple copies of this Amendment may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Sixth Amendment to Paratransit Transportation Services Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 27<sup>th</sup> day of August, 2013; and ALLIED MEDICAL TRANSPORT, INC., signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through its  
County Administrator

Insurance requirements  
Risk Management Division

By \_\_\_\_\_  
County Administrator  
\_\_\_\_\_, 20\_\_\_\_

By \_\_\_\_\_

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

By \_\_\_\_\_  
Sharon V. Thorsen (Date)  
Senior Assistant County Attorney

APPROVED

By \_\_\_\_\_  
Noel M. Pfeffer (Date)  
Deputy County Attorney

SIXTH AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND ALLIED  
MEDICAL TRANSPORT, INC. FOR PARATRANSIT TRANSPORTATION SERVICES

CONTRACTOR

ALLIED MEDICAL TRANSPORT, INC.

Witnesses:

  
Witness 1 Signature

J. Williams  
Witness 1 Print/Type Name

D. Hernandez  
Witness 2 Signature

Diandre Hernandez-Carter  
Witness 2 Print/Type Name

By: Rashelle Rowe

Print Name: Rashelle Rowe

Title: President

(CORPORATE SEAL)

SVT:slw  
10/9/13  
Paratransit 6<sup>th</sup> Amendment ALLIED  
09-114.16

**SIXTH AMENDMENT**

**to**

**AGREEMENT**

**between**

**BROWARD COUNTY**

**and**

**LUCANUS DEVELOPMENTAL CENTER, INC.**

**for**

**PARATRANSIT TRANSPORTATION SERVICES**

**Bid Number V0696801B1**

SIXTH AMENDMENT

to

AGREEMENT

between

BROWARD COUNTY

and

LUCANUS DEVELOPMENTAL CENTER, INC.

for

PARATRANSIT TRANSPORTATION SERVICES

Bid Number V0696801B1

This is the Sixth Amendment to the Agreement, made and entered into by and between BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

LUCANUS DEVELOPMENTAL CENTER, INC., a Florida corporation, hereinafter referred to as "LUCANUS," (collectively referred to as the "Parties").

WHEREAS, COUNTY sought providers for paratransit transportation services pursuant to Bid Number V0696801B1, which was opened on July 15, 2009; and

WHEREAS, LUCANUS was one of five companies which entered into a contract with COUNTY to perform paratransit transportation services (the five providers shall be collectively referred to as the "Paratransit Providers"); and

WHEREAS, two of the five companies awarded a contract to perform paratransit services are no longer Paratransit Providers and there are currently three Paratransit Providers providing paratransit transportation services; and

WHEREAS, the Parties entered into a First Amendment to the Paratransit Transportation Services Agreement to address the subcontracting of certain Trips ("Trips" is defined in the Agreement). The Parties entered into a Second Amendment to redistribute Trips. The Parties entered into a Third Amendment to provide additional

resources to the Paratransit Providers for a specified period of time to enable the COUNTY to perform a review of the paratransit system. The Parties entered into a Fourth Amendment to provide, among other things, a temporary Trip rate increase pending full implementation of technology and an increase in passenger trips per revenue hour. The Parties entered into a Fifth Amendment to decrease the cumulative Trips awarded to LUCANUS from 35.48% to 30.48%; and

WHEREAS, the Paratransit Transportation Services Agreement as amended shall be referred to collectively as the "Agreement"; and

WHEREAS, LUCANUS' Business Automobile Liability insurance ("Insurance") was scheduled to expire at midnight on April 27, 2014; and

WHEREAS, LUCANUS was unable to renew its Insurance coverage without a substantial increase in its Insurance premium; and

WHEREAS, LUCANUS' Insurance premium increased from \$285,988 to \$395,739 resulting in a \$109,751 increase for the twelve month period from April 28, 2014 through April 27, 2015; and

WHEREAS, the Parties desire to enter into a Sixth Amendment to the Agreement to address an increase in the Trip rate and to grant to COUNTY, at its sole option, the right to extend the Agreement with LUCANUS for a period not to exceed four months upon the expiration of the current term of the Agreement, NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, COUNTY and LUCANUS agree as follows:

1. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the Parties.
2. The Trip rate paid to LUCANUS shall increase by \$1.00 for Non-Ambulatory, Ambulatory, Companion, Multiload and Group Trips ("Trips") performed by LUCANUS ("Trip Rate Increase"). The Trip Rate Increase shall apply only to Trips that are performed by LUCANUS and the Trip Rate Increase shall not apply to any subcontracted Trips performed pursuant to the terms of the First Amendment dated November 17, 2009.
3. The \$1.00 Trip Rate Increase shall be capped at One Hundred Nine Thousand Seven Hundred Fifty One Dollars (\$109,751) and the Trip Rate Increase shall be eliminated in its entirety when the Trip Rate Increase has resulted in payments to LUCANUS in the amount of One Hundred Nine Thousand Seven Hundred Fifty One Dollars (\$109,751).

4. LUCANUS grants to COUNTY an option to extend the term of the Agreement, in COUNTY's sole discretion, month to month for a period not to exceed four (4) calendar months. The COUNTY, acting through its Director of Purchasing, may extend the term of the Agreement for the first calendar month by giving written notice to LUCANUS no later than December 2, 2015. COUNTY may, at its option and acting through its Director of Purchasing, extend the term of this Agreement for three (3) additional calendar months by providing written notice no later than the sixteenth (16<sup>th</sup>) day of the month preceding the month to be extended. In the event that the COUNTY should exercise its fourth (4<sup>th</sup>) and final option to extend the Agreement, the extension shall not extend beyond April 27, 2015.
5. This Amendment shall be effective upon proper execution by the Parties ("Effective Date"); provided, however, in the event that the Effective Date shall occur during a semi-monthly invoice period, the invoice submitted by LUCANUS may include the Trip Rate Increase for all Trips performed by LUCANUS during the semi-monthly invoice period.
6. The Agreement shall remain in full force and effect except as specifically amended herein. In case of a perceived conflict between the terms of the Agreement and the Amendment, the terms of the Amendment shall govern.
7. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.
8. Preparation of this Sixth Amendment has been a joint effort of COUNTY and LUCANUS, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.
9. Multiple copies of this Amendment may be executed by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Sixth Amendment: BROWARD COUNTY through its Director of Purchasing, authorized to execute same and LUCANUS DEVELOPMENTAL CENTER, INC, signing by and through its Executive DIRECTOR, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through its Director of Purchasing

[Signature]  
Witness  
(Print Name) HAZEL M. MATTHEW

By [Signature]  
Director of Purchasing

[Signature]  
Witness  
(Print Name) Bernadette N. Green

day of 8<sup>th</sup> May, 2014

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

Insurance requirements  
approved by Broward County  
Risk Management Division

By [Signature] 5/6/14 (Date)  
Jacqueline A. Binns (dc)

By [Signature] 5/6/14 (Date)  
Sharon V. Thorsen  
Senior Assistant County Attorney

~~Risk Management Division~~  
Jacqueline A. Binns  
Risk Insurance and  
Contracts Manager

APPROVED:

By [Signature] 5/6/14  
Noel M. Pfeffer  
Deputy County Attorney

SIXTH AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND LUCANUS DEVELOPMENTAL CENTER, INC. FOR PARATRANSIT TRANSPORTATION SERVICES

CONTRACTOR

LUCANUS DEVELOPMENTAL CENTER, INC.

Witnesses:

Judith White  
Witness 1 Signature

JUDITH WHITE  
Witness 1 Print/Type Name

Colin  
Witness 2 Signature

Chantal Riveca  
Witness 2 Print/Type Name

By: Thomas Buckley

Printed Name: THOMAS BUCKLEY

Title: EXECUTIVE DIRECTOR

(CORPORATE SEAL)

SVT:dmv  
05/2/14  
04/29/14  
Paratransit6thAmendmentLUCANUS  
09-114.16



**SIXTH AMENDMENT**

**to**

**AGREEMENT**

**between**

**BROWARD COUNTY**

**and**

**MEDEX TRANSPORTATION, INC.**

**for**

**PARATRANSIT TRANSPORTATION SERVICES**

**Bid Number V0696801B1**

SIXTH AMENDMENT

to

AGREEMENT

between

BROWARD COUNTY

and

MEDEX TRANSPORTATION, INC.

for

PARATRANSIT TRANSPORTATION SERVICES

Bid Number V0696801B1

This is the Sixth Amendment to the Agreement, made and entered into by and between BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

MEDEX TRANSPORTATION, INC., a Florida corporation, hereinafter referred to as "CONTRACTOR."

WHEREAS, COUNTY sought providers for paratransit transportation services pursuant to Bid Number V0696801B1, which was opened on July 15, 2009; and

WHEREAS, CONTRACTOR was one of five companies which entered into a contract with COUNTY to perform paratransit transportation services (the five providers shall be collectively referred to as the "Paratransit Providers"); and

WHEREAS, two of the five companies awarded a contract to perform paratransit services are no longer Paratransit Providers and there are currently three Paratransit Providers providing paratransit transportation services; and

WHEREAS, the parties entered into a First Amendment to the Paratransit Transportation Services Agreement to address the subcontracting of certain Trips. The parties entered into a Second Amendment to redistribute Trips. The parties entered into a Third Amendment to provide additional resources to the Paratransit Providers for a

specified period of time to enable the COUNTY to perform a review of the paratransit System. The Parties entered into a Fourth Amendment to provide, among other things, a temporary trip rate increase pending full implementation of technology and the increase in passenger trips per revenue hour and the parties entered into a Fifth Amendment to redistribute Trips; and

WHEREAS, the Paratransit Transportation Services Agreement as amended shall be referred to collectively as the "Agreement"; and

WHEREAS, the Agreement provides a mechanism to redistribute Trips in the event that a Paratransit contractor is removed from the Paratransit Program; and

WHEREAS, the Paratransit Providers and COUNTY met on September 5, 2013, to redistribute Trips as required in the Agreement; and

WHEREAS, CONTRACTOR represented to COUNTY that it had the capability to perform additional Trips; and

WHEREAS, the parties desire to enter into a Sixth Amendment to the Agreement to address the redistribution of Trips, NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

1. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties.
2. CONTRACTOR represents that it has all the resources necessary to perform the Trips assigned in the Agreement, and as increased in paragraph 3 below, in full compliance with each and every term and condition of the Agreement.
3. The percentage of Trips awarded to CONTRACTOR is hereby amended to increase from 16.52% of the cumulative Trips to 20.52% of the cumulative Trips effective on September 5, 2013. The Trip Reimbursement rates shall be as set forth in the Agreement.
4. The Agreement shall remain in full force and effect except as specifically amended herein. In case of a perceived conflict between the terms of the Agreement and the Amendment, the terms of the Amendment shall govern.
5. This Amendment shall be effective upon proper execution by all parties hereto.
6. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

7. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this document that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
8. Preparation of the Agreement has been a joint effort of COUNTY and CONTRACTOR, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.
9. Except as set forth in the Agreement no modification, amendment, or alteration in the terms or conditions contained in the Agreement shall be effective unless contained in a written document and executed by the parties hereto.
10. In the event the Agreement or a portion of the Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or CONTRACTOR elects to terminate the Agreement. The election to terminate the Agreement based upon this provision shall be made within seven (7) days after the finding of invalidity by the court becomes final.
11. Multiple copies of this Amendment may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Sixth Amendment to Paratransit Transportation Services Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 27 day of August, 2013; and MEDEX TRANSPORTATION, INC., signing by and through its President, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through its County Administrator

By [Signature]  
County Administrator  
October 7<sup>th</sup>, 2013

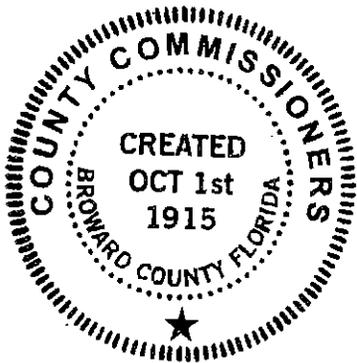
Insurance requirements  
Risk Management Division

By [Signature] - 10/7/13  
Risk Management Division

Frank Vasquez  
Risk Insurance and Contracts

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

By [Signature]  
Sharon V. Thorsen (Date)  
Senior Assistant County Attorney



APPROVED  
By [Signature] 10/7/13  
Noel M. Pfeffer (Date)  
Deputy County Attorney

SIXTH AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND MEDEX  
TRANSPORTATION, INC. FOR PARATRANSIT TRANSPORTATION SERVICES

CONTRACTOR

MEDEX TRANSPORTATION, INC.

Witnesses:

Karlee Hamel  
Witness 1 Signature

Karlee Hamel  
Witness 1 Print/Type Name

Jay Hamel  
Witness 2 Signature

Jay Hamel  
Witness 2 Print/Type Name

By: Jay Hamel

Print Name: Jay Hamel

Title: President

(CORPORATE SEAL)

SVT:slw  
9/19/13  
Paratransit 6<sup>th</sup> Amendment MEDEX  
09-114.16

## **APPENDIX G**

### **TOPS! PARATRANSIT RIDER'S GUIDE**



**BROWARD COUNTY  
TRANSPORTATION OPTIONS**

*Broward County Board of County Commissioners  
Transit Division  
Paratransit Section*



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# *Paratransit TOPS! Rider's Guide*

Paratransit TOPS! Rider's Guide is designed to help riders become acquainted or re-acquainted with Broward County Transit's award-winning Paratransit program. It also provides riders with the necessary guidelines to effectively use the service.

*This Rider's Guide is not intended to create a contract and violation or deviation of any of the goals, objectives and practices contained in this guide will not give rise to a cause of action nor create any presumption that a legal duty has been breached. In addition, TOPS! may change the goals, objectives and policies set forth in the Rider's Guide at any time without liability to anyone.*

## **Contact Information**

### **Phone Numbers**

For information, general assistance, eligibility, "where's my ride" inquires or to register compliments or complaints call:..... **1-866-682-2258**

Monday - Saturday 4:40 a.m. – 12:40 a.m.

Sunday 6:45 a.m. – 10:15 p.m.

For Ride Reservations: ..... **1-866-682-2258**

Sunday - Saturday 8 a.m. – 5 p.m.

Hearing-Speech Impaired/TTY: ..... **954-357-8302**

BCT & Paratransit Customer Service:..... **954-357-8400**

### **Mailing Address**

Paratransit TOPS!

1 N. University Dr. Suite 3100-A

Plantation, FL 33324

### **Web Address**

[www.broward.org/bct/pages/paratransit.aspx](http://www.broward.org/bct/pages/paratransit.aspx)

## Service Information

### **TOPS! Service**

In accordance with the Americans with Disabilities Act (**ADA**) and the Commission for the Transportation Disadvantaged (**TD**), Paratransit service is provided by Broward County for the purpose of delivering transportation services to individuals who, because of a functional disability, cannot access or use the public transportation system. Broward County's Paratransit program is called **TOPS!** - referring to the many Transportation **OPtionS** that are available.

TOPS! is a **shared ride** service with a mandatory fare co-pay

TOPS! does **not** provide emergency or stretcher transportation

TOPS! does **not** provide Personal Care Attendants (PCAs)

TOPS! does **not** provide wheelchairs or other mobility aids.

### **Service Hours**

Paratransit TOPS! operates during the same days and hours as Broward County's fixed-route bus service, which is generally from early morning until late at night. Please contact customer service for specific hours and holiday schedules.

### **Service Area**

Federal regulations define the ADA Paratransit service area as being within three-quarters ( $\frac{3}{4}$ ) of a mile on either side of a fixed-route bus. This includes the urbanized area of Broward County, and portions of northern Miami-Dade County and southern Palm Beach County. Service is available from Broward County to limited destinations in Palm Beach and Miami-Dade counties by both fixed-route bus and Paratransit. Connections to Tri-Rail commuter trains are also available by both fixed-route bus and Paratransit services.

### **Door-To-Door Service**

Service is "Door-To-Door" for all passengers. *Door-To-Door* refers to main entrance locations only. Passengers will not be escorted beyond

the ground floor lobby of any residence or public building. Drivers do **not** go upstairs, into houses, nursing homes, or doctor's offices to locate riders. If the pickup address is located inside a gated community or requires special access, it is the rider's responsibility to arrange entry for the vehicle. If a vehicle is unable to enter the pickup area and the rider fails to meet the vehicle outside, you will be considered a "No-Show" for the trip.

## Reservations and Scheduling

### Making a Reservation

To make a reservation, please call our Call Center: **1-866-682-2258**. Reservations may be made up to three days before the date you plan to travel. Next day reservations **must be made before 5 p.m.** *Same day service is not available but you may contact the Call Center and inquire if they can accommodate you on a "space-available" basis.*

Paratransit transportation is comparable to fixed-route bus trips. A minimum 60 minute wait is required between your appointment time and your next pickup time.

When reserving a ride, please provide the following information:

- Your Identification Number
- First and Last Names
- Telephone Number
- Requested appointment or pickup time
- The complete pickup address including an apartment/suite number, gate/security code, building identification and zip code
- The complete destination address including an apartment/suite number, gate/security code, building identification and zip code and telephone number
- Indicate if the rider will be accompanied by a PCA and/or a companion. (See Personal Care Attendant section for details)

After the trip information has been gathered, the call-taker will enter your trip request into the scheduling system. You will be informed that your reservation has been accepted. You will **not** be given a *Service Window* at this time. See "The Service Window" section below for details.

## **Making a Reservation Online**

Reservations can also be made online on our website at: <http://www.broward.org/bct/pages/paratransit.aspx>

Look for the “To make a reservation” section and click on the “**My TOPS! Trips**” button. You will be presented with your account *Dashboard*. From there, you will be able to book a trip or view your past trip information and your account details.

Click on “Schedule a new trip” and you will be presented with a set of easy-to-navigate prompts that will guide you through the reservation process. **All reservations must be made before 5 p.m.** The system will keep track of your trips so future reservations to the same locations will be faster and easier to schedule. You will **not** be given a *Service Window* at this time. See “The Service Window” section for more details.

If you need assistance, please call our Call Center at **1-866-682-2258**.

## **Subscriptions**

Subscriptions (also known as “standing orders”) are used for trips that are made at least twice a week, to and from the same locations, at the same time, on the same days of the week. Examples of subscription trips are trips to work, school, dialysis or physical therapy. Subscription trips are placed for a minimum of one month. Once arranged, a subscription trip is automatic and additional telephone calls are not necessary. To place a subscription order, please call the Call Center and inform the call-taker that you wish to do so.

*It is the rider’s responsibility to cancel specific subscription trips that are not needed or will not be utilized.*

Subscription service is considered a privilege and may be discontinued for due cause.

**Standing orders are automatically cancelled on Federal holidays.** Riders who need service on a Federal holiday must make a trip reservation with the call center. Contact our Call Center at **1-866-682-2258** for a list of observed holidays.

## **Travel Time**

Estimated travel time is similar to the same trip, including transfers, if made by fixed-route bus including the time it would take to walk from your point of origin to the bus stop and the time it would take to walk from the bus stop to your destination; or approximately twice the time a direct trip would take.

When scheduling an appointment, tell the call-taker the appointment time. We will schedule your Service Window to ensure you arrive before your appointment time.

When requesting a pick-up, we will schedule your Service Window to be within 30 minutes of the requested pick-up time.

You will receive your Service Window times in the evening between 5 p.m. and 9 p.m. via an automated phone call. See “The Service Window” section for details.

## **The Service Window**

The Service Window is a thirty (30) minute time frame in which your ride will arrive for you. For example, if you are given a Service Window of 9 to 9:30 this means the earliest time your ride will arrive will be 9 and the latest time it may arrive is 9:30. It may also arrive at any time in between, so you must be ready and waiting for the vehicle’s arrival.

You will receive your Service Window for each of your trips the night before travel, between 5 p.m. and 9 p.m., through our automated call-back system. If there is a problem with the Service Window provided or if you wish to cancel the trip, you must call the Call Center. The system will call you via the most current number we have on file for you, so be sure to keep your telephone numbers up to date. If you have an answering machine or voice mail, the system will leave a message for you.

On the day of travel, your ride will arrive within the thirty (30) minute Service Window. When the TOPS! vehicle is an estimated ten (10) minutes away from your location you will receive an automated Advanced Arrival Reminder Notification call.

TOPS! drivers operate on a schedule that allows a maximum five-minute wait for a rider after arriving at the pickup location. If you are not

ready to board within five minutes of the vehicle's arrival, you will be considered a "No-Show" and the vehicle will depart without you.

Riders are not required to board a vehicle earlier than the start of the Service Window.

If the vehicle did not arrive during the scheduled Service Window, call: **1-866-682-2258** for assistance.

## Using the Service

### **Riding Paratransit TOPS! Vehicles**

For easy identification, all vehicles in the TOPS! program display a TOPS! logo. Since there are several different companies servicing the TOPS! program, it is important to ensure the arriving TOPS! vehicle is for you, and not another rider. Vans and wheelchair vans are the most common vehicle types. Providers are not required to honor specific vehicle type requests.

Taxicab service is **not** part of the TOPS! program.

### **Paratransit Fares Co-Pay**

**Co-pay is required PRIOR** to entering vehicle. Failure to make co-pay may result in loss of transportation privileges.

- The one way fare per trip is currently **\$3.50**
- Fares are to be paid to the driver prior to boarding vehicle
- Please have the exact fare since drivers do not make change
- Riders going to/from designated nutrition site locations for nutrition purposes only may qualify for reduced fares
- Rides arriving 15 minutes or more after the end of the Service Window will not be charged the co-pay fare.

### **Boarding With a Mobility Device**

It is recommended that all *wheelchair and scooter devices are WC-19 compliant so they can be properly secured.*

Vehicles used in TOPS! service are equipped with lifts that will

accommodate wheelchair or scooter devices that are no longer than 48-inches and no wider than 30-inches. Also, the combined weight of the rider and the mobility aid cannot exceed 600 lbs. *Mobility devices exceeding these standards may not be transportable.*

TOPS! drivers will assist individuals in manual wheelchairs over one curb and/or step, but may not carry an individual or their mobility devices. All drivers are trained to operate the vehicle lifts. All wheelchairs and scooters will be secured with four (4) point tie downs.

Riders without mobility devices may board the vehicle using the lift upon request. Only TOPS! drivers will operate the lift.

## **Companions**

One companion may accompany an ADA Paratransit eligible rider. Both must be picked up and dropped off at the same address, at the same time. **Accompanying companions must pay the full co-pay fare.** TOPS! must know in advance if a companion is traveling with you. When making the reservation, indicate at that time that a companion will accompany you on the trip.

## **Personal Care Attendants**

A Personal Care Attendant (PCA) is a person traveling as an aide to assist with life-functions and to facilitate safe travel. A PCA must be approved to be eligible to travel with a rider. A letter must be submitted from your physician stating what functional limitations make it necessary for the additional assistance. If your PCA has not yet been approved, they may travel as a companion (see above). Both the PCA and the rider must be picked up and dropped off at the same address at the same time. PCAs pay no fare. TOPS! must know in advance if a PCA is traveling with you. When making a reservation, indicate that a PCA will accompany you.

## **Transporting Children**

All children younger than four (4) years of age must be transported in an appropriate child safety seat. All clients and companions, including children, must pay the one way fare. TOPS! **does not provide child safety**

**seats.** No one under the age of eighteen (18) is permitted to ride in the front seat of any TOPS! vehicle.

### **Transporting Packages**

Drivers are **not required** to assist with rider's packages or personal belongings. Remember that TOPS! vehicles are shared by other riders, many of whom travel with large mobility devices, such as power scooters. Space is not available for bulky or numerous items. Riders may not transport explosives, illegal substances, flammable liquids or materials hazardous to themselves, the driver or other riders. Riders may transport self-carrying portable oxygen containers. Riders possessing or using illegal drugs will be denied Paratransit transportation.

### **Transporting Service Animals**

All service animals must be properly controlled. Service animals must ride on the floor or, if appropriate, in the lap of the rider and may **not** use vehicle seats. Riders are responsible for the behavior and hygiene needs of service animals. Service can be refused or discontinued if a service animal is seriously disruptive. There is no additional charge for service animals. All other animals may travel only in a properly secured cage or travel container.

### **Other Considerations**

For the comfort and safety of all riders the following policies apply:

- 1) Seat belts **must** be worn at all times while riding in any vehicle
- 2) No eating, drinking or smoking at any time in any TOPS! vehicle
- 3) No riding under the influence of alcohol or illegal drugs
- 4) No littering in the vehicles
- 5) No physical and no verbal abuse of others
- 6) Specific providers and drivers cannot be requested
- 7) Requests for specific vehicle types such as sedans or rear-loading vans cannot be accommodated
- 8) For certain clients attending day programs, a responsible person must be home to receive the client. Failure to adhere will result in

progressive disciplinary measures.

- 9) No sound-generating equipment is to be played aloud aboard the vehicles. Riders must use ear phones or head phones.
- 10) Please be aware that drivers may be limited and/or restricted in parking, waiting and levels of assistance, while loading and unloading at the airport/seaport. We suggest alternative arrangements be considered for pick up at airport/seaport locations.
- 11) Please contact the Call Center with changes of address or telephone number(s) so that our records are kept current.
- 12) Disruptive, physically or verbally abusive riders will be subject to **suspension of service**.
- 13) Riders may not allow their Paratransit privileges to be utilized by someone other than themselves.
- 14) Drivers offer assistance to all riders and assist riders when entering and leaving the vehicle. This includes offering a steadying arm when walking, assistance in bringing a rider's wheelchair or other mobility device to and from the main door and, if requested, assisting with unlocking or opening a main entrance door of a building or residence.
- 15) Drivers must follow their assigned service schedule.
- 16) Riders cannot change schedules or locations while being transported.

## **Drivers Requirements**

Drivers are **not** allowed to...

- ...lift or carry riders or enter residences
- ...accept Tips or Gratuities
- ...play loud music in the vehicle
- ...maneuver wheelchairs up or down flights of stairs consisting of 2 or more steps
- ...perform any personal care assistance for riders, including assisting riders to dress, giving medications, operating medical equipment such as oxygen and I.V. units

- ...smoke in the vehicles at any time
- ...make personal calls while driving a TOPS! vehicle
- ...text while driving.

## Cancellations

### Cancel a Reservation

To cancel a reservation, call: **1-866-682-2258**. Indicate if one-way or complete round-trip service is being cancelled. Keep in mind that reservations cancelled less than two (2) hours before the start of the service window are considered “Late Cancels.”

### Cancel a Reservation Online

From the TOPS! website, look for the “To make a reservation” section and click on the “Book A Trip” link. You will be presented with your account *Dashboard*. From here, you will be able to cancel any scheduled trips that are at least two (2) hours before the start of the service window. If you need to cancel a reservation that is less than two (2) hours before the start of the service window, you will need to call the Call Center at: **1-866-682-2258**.

### Cancellation and “No-Show” Policies

An excessive accumulation of “No-Shows” may result in **suspension of service, or other corrective actions as appropriate**. A trip is a “No-Show” if the rider:

- Cancels a trip less than one hour before the scheduled pickup time
- Places a request for service but does not meet the ride upon its arrival
- Is not ready to board within five minutes after the arrival of the vehicle during the pickup window and the ride departs without them

## Visitors

### **Visitor Riding Privileges**

ADA Paratransit provides service for persons with disabilities who are visiting from outside the service area, and who have been certified ADA Paratransit eligible from another jurisdiction. Proof of ADA Paratransit eligibility must be provided to obtain “Visitor Status” within the Broward County program. Twenty-one “Days of Visitor Service” may be used during a one year period. After using twenty-one days during the twelve month period, the visitor must complete the local eligibility process to continue using the service or wait until the start of the next year twelve month period to receive further service.

## Compliments or Complaints

### **Filing a Compliment or Complaint**

Compliments, complaints and your suggestions are welcomed! Simply call our Customer Service department at 954-357-8400. When prompted, select option 2.

When calling, give specific and relevant details regarding the trip. Share concerns about specific rides or incidents as soon after the actual occurrence as possible.

Every complaint will be investigated. When a complaint is filed, TOPS! will:

- Record the description of the problem
- Research the complaint
- Resolve all complaints within a reasonable time frame
- Resolution of safety sensitive complaints will occur within 24 hours (when possible)
- Upon request, rider will be notified by telephone or letter of the complaint's resolution

TOPS! is committed to protecting our rider’s confidentiality.

## Fixed Route Services

### **Public Transit**

Fixed-route public transit buses offer access for individuals with disabilities on more than 290 buses operating throughout Broward County, with connections to transit systems into Miami-Dade and Palm Beach counties and to Tri-Rail.

Fixed-route public transit operates on timetables and does not require advanced reservations. Riders may travel together and in groups spontaneously without concern regarding available space or advanced notice. **All routes are wheelchair accessible.**

Fares for regular fixed-route bus service are lower than fares for Paratransit service. Additionally, seniors and riders with disabilities may qualify for a reduced fare. For information on reduced fares or passes, please contact Broward County Fixed-Route Customer Service at **954-357-8400**.

Several bus pass programs are also available to qualified individuals. Call Broward County's Fixed-Route Customer Service for details.

### **Travel Training**

Paratransit TOPS! has developed a **free** program to help you use fixed-route buses. A professional travel trainer provides personal and group lessons at no charge to teach riders how to use the county's fixed-route buses.

Fixed-route transit allows you the freedom to travel at your best time, to go when you want to go, where you want to go, without identification numbers or advance notice. Learn to travel the fixed-route bus service by calling **954-357-7705** for more information about travel training.

## Paratransit Eligibility

### **Eligibility and Renewal**

Full eligibility criteria to use Broward County TOPS! service can be found on the TOPS! website and is also attached to each application.

Please review the eligibility criteria before submitting an application.

*Prior eligibility does not mean automatic recertification.* You should receive a renewal notice within 30 days of eligibility expiration. Eligibility is generally valid from 3 months up to three years. Riders must reapply prior to expiration of their eligibility. If you do not receive expiration notification please call Customer Service at **954-357-8400**.

**ADA Eligibility** To be ADA eligible, the application process must be complete. The applicant must be at least thirteen (13) years old to travel without a parent and must have a functional disability that prevents access to and/or the use of public transportation.

**TD Eligibility** To be considered TD eligible you must be a Transportation Disadvantaged (TD) person who, because of mental or physical disability, income status or age are unable to transport themselves or to purchase transportation and are, therefore, dependent upon others to obtain access to health care, employment, education, shopping, social activities, or other life-sustaining activities, or children who are high-risk or handicapped or at-risk as defined in F.S.411.202.

**TD HELPLINE: 1-800-983-2435**

TTY 1-800-648-6084

Mon - Fri 8 a.m. – 5 p.m.



*The TD Help Line is sponsored by:*

*The Florida Commission for the Transportation Disadvantaged*

The TD Helpline is a service of the Florida Commission for the Transportation Disadvantaged, whose mission is to ensure the availability of efficient, cost effective and quality transportation services for Florida's transportation disadvantaged persons.

Broward County is an equal opportunity employer and provider of services.

This public document was promulgated at a cost of \$134.64, or \$.335 per copy to inform the public about the Broward County Transit Paratransit TOPS! program.

**Version: 08/29/2013**

# *Paratransit TOPS! Rider's Guide*



Broward County Board of County Commissioners  
Transportation Department - Paratransit Section



**Suite 3100-A  
1 N. University Dr.  
Plantation, FL 33324**

**FREE MATTER  
FOR THE BLIND  
OR DISABLED**

**APPENDIX H**

**RATE MODEL**

**Comprehensive Budget Worksheet**

Version 1.4

CTC: Broward County Transit  
County: Broward County

1. Complete applicable GREEN cells in columns 2, 3, 4, and 7

1	Prior Year's ACTUALS	Current Year's APPROVED Budget, as amended	Upcoming Year's PROPOSED Budget	% Change from Prior Year to Current Year	Proposed % Change from Current Year to Upcoming Year	7
	from Oct 1st of 2011 to Sept 30th of 2012	from Oct 1st of 2012 to Sept 30th of 2013	from Oct 1st of 2013 to Sept 30th of 2014			
	2	3	4			
						Explain Changes in Column 6 That Are > ± 10% and Also > ± \$50,000

**REVENUES (CTC/Operators ONLY / Do NOT include coordination contractors!)**

**Local Non-Govt**

Farebox						
Medicaid Co-Pay Received						
Donations/ Contributions						
In-Kind, Contributed Services						
Other						
Bus Pass Program Revenue						

**Local Government**

District School Board						County Cash = Cash Overmatch and paid at the rates in the rate model. County In-Kind, Contributed Services = Required In-Kind match for Voluntary Program Dollars. Other Cash = Required Cash match, from County cash. All County funds are to purchase services at the rates calculated by this spreadsheet. Note: County cash contributions significantly dropped.
Compl. ADA Services						
County Cash	\$ 244,976	\$ 502,288	\$ 955,983	105.0%	90.3%	
County In-Kind, Contributed Services	\$ 304	\$ 244	\$ 244	-19.7%	0.0%	
City Cash						
City In-Kind, Contributed Services						
Other Cash	\$ 337,792	\$ 381,451	\$ 405,761	12.9%	6.4%	
Other In-Kind, Contributed Services						
Bus Pass Program Revenue						

**CTD**

Non-Spons. Trip Program	\$ 3,040,125	\$ 3,433,055	\$ 3,551,851	12.9%	6.4%	Used the dollar amounts from the Grants Program Distribution-FY 2012-2013
Non-Spons. Capital Equipment						
Rural Capital Equipment						
Other TD (specify in explanation)						
Bus Pass Program Revenue	\$ 90,000	\$ 90,000	\$ 90,000	0.0%	0.0%	

**USDOT & FDOT**

48 USC 5307						
49 USC 5310						
49 USC 5311 (Operating)						
48 USC 5314 (Capital)						
Block Grant						
Service Development						
Commuter Assistance						
Other DOT (specify in explanation)						
Bus Pass Program Revenue						

**AHCA**

Medicaid						
Other AHCA (specify in explanation)						
Bus Pass Program Revenue						

**DCF**

Alcohol, Drug & Mental Health						
Family Safety & Preservation						
Comm. Care Dis./Aging & Adult Serv.						
Other DCF (specify in explanation)						
Bus Pass Program Revenue						

**DOH**

Children Medical Services						
County Public Health						
Other DOH (specify in explanation)						
Bus Pass Program Revenue						

**DOE (state)**

Carl Perkins						
Div of Blind Services						
Vocational Rehabilitation						
Day Care Programs						
Other DOE (specify in explanation)						
Bus Pass Program Revenue						

**AWI**

WAGES/Workforce Board						
Other AWI (specify in explanation)						
Bus Pass Program Revenue						

**DOEA**

Older Americans Act						
Community Care for Elderly						
Other DOEA (specify in explanation)						
Bus Pass Program Revenue						

**DCA**

Community Services						
Other DCA (specify in explanation)						
Bus Pass Admin. Revenue						

**Comprehensive Budget Worksheet**

Version 1.4

CTC: Broward County Transit  
County: Broward County

1. Complete applicable GREEN cells in columns 2, 3, 4, and 7

1	Prior Year's ACTUALS	Current Year's APPROVED Budget, as amended	Upcoming Year's PROPOSED Budget	% Change from Prior Year to Current Year	Proposed % Change from Current Year to Upcoming Year	7
	from Oct 1st of 2011 to Sept 30th of 2012	from Oct 1st of 2012 to Sept 30th of 2013	from Oct 1st of 2013 to Sept 30th of 2014			
						Confirm whether revenues are collected as a system subsidy VS a purchase of service at a unit price.  Explain Changes in Column 6 That Are > ± 10% and Also > ± \$50,000

APD						
Office of Disability Determination						
Developmental Services						
Other APD (specify in explanation)						
Bus Pass Program Revenue						
DJJ						
(specify in explanation)						
Bus Pass Program Revenue						
Other Fed or State						
xxx						
xxx						
xxx						
Bus Pass Program Revenue						
Other Revenues						
Interest Earnings						
xxxx						
xxxx						
Bus Pass Program Revenue						
Balancing Revenue to Prevent Deficit						
Actual or Planned Use of Cash Reserve						
Balancing Revenue is Short By =		None	None			
Total Revenues =	\$3,713,197	\$4,407,038	\$5,103,849	18.7%	15.8%	

EXPENDITURES (CTC/Operators ONLY / Do NOT include Coordination Contractors!)						
<b>Operating Expenditures</b>						
Labor	\$ 76,438	\$ 99,794	\$ 124,722	30.6%	25.0%	Contracted Transportation Operators are: Allied, Lucanus, Medex & TLC. Other Purchased Transportation = expenses for Inkel direct / TOPS Reservations Call Center (Centralized) Effective start date: 1/1/10
Fringe Benefits	\$ 21,269	\$ 26,550	\$ 32,712	24.8%	23.2%	
Services	\$ 98,326	\$ 124,078	\$ 155,197	24.9%	25.1%	
Materials and Supplies	\$ 2,873	\$ 3,490	\$ 4,457	21.5%	27.7%	
Utilities						
Casualty and Liability	\$ 263	\$ 1,248	\$ 1,540	341.0%	23.4%	
Taxes	\$ 5,848	\$ 7,634	\$ 9,540	30.5%	25.0%	
Purchased Transportation:						
Purchased Bus Pass Expenses	\$ 90,000	\$ 90,000	\$ 90,000	0.0%	0.0%	
School Bus Utilization Expenses						
Contracted Transportation Services	\$ 3,192,858	\$ 3,774,000	\$ 4,335,437	18.2%	14.9%	
Other	\$ 224,000	\$ 280,000	\$ 350,000	25.0%	25.0%	
Miscellaneous						
Operating Debt Service - Principal & Interest						
Leases and Rentals						
Contrib. to Capital Equip. Replacement Fund						
In-Kind Contributed Services	\$ 304	\$ 244	\$ 244	-19.7%	-0.0%	
Allocated Indirect						
<b>Capital Expenditures</b>						
Equip. Purchases with Grant Funds						
Equip. Purchases with Local Revenue						
Equip. Purchases with Rate Generated Rev.						
Capital Debt Service - Principal & Interest						
<b>ACTUAL YEAR LOSS</b>						
Total Expenditures =	\$3,713,199	\$4,407,038	\$5,103,849	18.7%	15.8%	
See NOTES Below.						

Once completed, proceed to the Worksheet entitled "Budgeted Rate Base"

**Comprehensive Budget Worksheet**

Version 1.4

CTC: **Broward County Transit**  
 County: **Broward County**

1. Complete applicable **GREEN** cells in columns 2, 3, 4, and 7

1	Prior Year's ACTUALS from Oct 1st of 2011 to Sept 30th of 2012	Current Year's APPROVED Budget, as amended from Oct 1st of 2012 to Sept 30th of 2013	Upcoming Year's PROPOSED Budget from Oct 1st of 2013 to Sept 30th of 2014	5 % Change from Prior Year to Current Year	6 Proposed % Change from Current Year to Upcoming Year	7 Confirm whether revenues are collected as a system subsidy VS a purchase of service at a unit price.  Explain Changes in Column 6 That Are > ± 10% and Also > ± \$50,000

Actual year LOSSES are shown as Balancing Revenue or Local Non-Government revenue.