

**AMENDMENT NO. 6 TO CONTRACTED SERVICES SUPPLEMENT NO. 9
TO MASTER REGIONAL MOBILITY AGREEMENT**

(Services to the City of Georgetown)

This Amendment No. 6 to Contracted Services Supplement No. 9 to Master Regional Mobility Agreement (“Amendment”) is made and entered into by and between **Capital Metropolitan Transportation Authority (“CapMetro”)**, a transportation authority and political subdivision for the state of Texas organized under Chapter 451 of the Texas Transportation Code, and **Capital Area Rural Transportation System**, a rural/urban transit district and political subdivision of the State of Texas organized under Chapter 458 of the Texas Transportation Code (**“CARTS”**), collectively referred to as the **“Parties”**, upon the premises and for the consideration stated herein.

RECITALS:

- A. Whereas, CapMetro and CARTS entered into that one certain Master Regional Mobility Agreement, dated effective May 1, 2015 (**“Master Agreement”**); and,
- B. Whereas, pursuant to the Master Agreement, the Parties entered into Contracted Services Supplement No. 9, dated effective October 1, 2016 (as amended, **“Supplement”**); and,
- C. Whereas, the Parties entered into Amendment No. 1 to the Supplement, dated effective September 25, 2017 (**“Amendment No. 1”**); and,
- D. Whereas, the Parties entered into Amendment No. 2 to the Supplement, dated effective October 1, 2019 (**“Amendment No. 2”**); and
- E. Whereas, the Parties entered into Amendment No. 3 to the Supplement, dated effective October 1, 2020 (**“Amendment No. 3”**); and
- F. Whereas, the Parties entered into Amendment No. 4 to the Supplement, dated effective October 1, 2021 (**“Amendment No. 4”**); and
- G. Whereas, the Parties entered into Amendment No. 5 to the Supplement, dated effective October 1, 2022 (**“Amendment No. 5”**); and
- H. Whereas, the Parties desire to further amend the Supplement.

NOW, THEREFORE, by its execution below, CapMetro and CARTS agree as follows:

AGREEMENT:

A. AMENDMENT.

1. Paragraph 1 of the Supplement is deleted in its entirety and replaced with the following:

CARTS agrees to provide to CapMetro, the transportation services described in Attachment SOS-7 (“**Scope of Services**”) attached and incorporated herein for all purposes (the “**Contracted Service**”). The Contracted Service shall be provided in accordance with the Supplement, including the attached SOS-7 and the Master Agreement.

2. Paragraph 2 B. of the Supplement is deleted in its entirety and replaced with the following:

B. FEES FOR SERVICES. For Contracted Service provided under this Supplement, CARTS shall be paid as set forth in in Attachment SFP-7 (Schedule of Fees and Payments), attached and incorporated herein for all purposes. Any on-board fare collections shall be handled pursuant to the process specified in Attachment SOS-7.

3. The total contract amount for Fiscal year 2024 (October 1, 2023 to September 30, 2024 shall not exceed \$411,252.

4. Paragraph 2 C. of the Supplement is deleted in its entirety and replaced with the following:

C. TERM. The term of this Supplement shall commence on May 1, 2015, and terminate on September 30, 2024. The Parties may extend the term of this Supplement by written agreement. Provided, however, either party may terminate this Supplement upon sixty (60) days’ advance written notice to the other party. In the event of such termination by CapMetro, CARTS shall be paid its costs, including contract close-out costs, and profit on services performed up to the time of termination. CARTS shall promptly submit its termination claim to CapMetro to be paid CARTS. If CARTS has any property in its possession belonging to CapMetro, CARTS shall account for the same, and dispose of it in the manner CapMetro directs.

B. INCORPORATION BY REFERENCE. All defined terms contained in the Master Agreement and the Supplement shall have the same meaning herein. All terms and conditions contained in the Master Agreement and the Supplement are incorporated herein for all purposes. All terms not herein defined have the same meaning as set forth in the Master Agreement and the Supplement. The Recitals contained in this Amendment are incorporated herein for all purposes.

C. ENTIRE AGREEMENT. This Amendment, with the Master Agreement, as amended, represents the entire agreement between the Parties concerning the subject matter of this Amendment and supersedes all prior or contemporaneous oral or written statements, agreements, and negotiations.

- D. **RATIFICATION.** The Supplement, as modified and amended by this Amendment, is ratified and confirmed in all respects.
- E. **CONFLICT.** In the event of a conflict between the terms of this Amendment and the terms of the Master Agreement, the provisions of this Amendment shall control.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective undersigned duly authorized representatives as of the date of the last party to sign.

Capital Metropolitan Transportation Authority

By: _____
Dottie Watkins
President & CEO
CapMetro

Date: _____

Capital Area Rural Transportation System

By: _____
David L. Marsh
General Manager

Date: _____

Attachments:

ATTACHMENT SFP-7 - Schedule of Fees and Payments

ATTACHMENT SOS-7 - Scope of Services

ATTACHMENT SFP-7

**SCHEDULE OF FEES AND PAYMENTS
SUPPLEMENT NO. 9 TO MASTER REGIONAL MOBILITY AGREEMENT**

(City of Georgetown Limited Paratransit and Senior Service)

CapMetro shall pay CARTS for the Contracted Service at the following rates:

October 1, 2016 – September 30, 2017	\$68.96 per vehicle hour
October 1, 2017 – September 30, 2018	\$77.00 per vehicle hour
October 1, 2018 – September 30, 2019	\$79.00 per vehicle hour
October 1, 2019 – September 30, 2020	\$81.00 per vehicle hour
October 1, 2020 – September 30, 2021	\$81.00 per vehicle hour
October 1, 2021 – September 30, 2022	\$81.00 per vehicle hour
October 1, 2022 – September 30, 2023	\$86.00 per vehicle hour
October 1, 2023 – September 30, 2024	\$86.00 per vehicle hour

CapMetro Source of Funds for Payment of Contracted Service:

For FY24 Service: 60% Local Funds & 40% FTA Section 5307 Funds

For the purposes of payment, a Limited Paratransit and Senior Service hour means the time a vehicle leaves its base for the first passenger pick-up of the operator's shift or service day, to the time it arrives at its base from the last passenger drop-off of the operator's shift or service day. Not included as part of vehicle hour are breaks, pre-trip inspection time, and scheduled and unscheduled maintenance periods (vehicle breakdowns).

ATTACHMENT SOS-7

SCOPE OF SERVICES FOR CONTRACTED SERVICES SUPPLEMENT NO. 9 TO MASTER REGIONAL MOBILITY AGREEMENT

(City of Georgetown Limited Paratransit and Senior Service)

1.0 GENERAL PURPOSE

This Scope of Services for Contracted Services Supplement No. 9 to Master Regional Mobility Agreement ("Supplement") documents the requirements related to providing transportation services to the City of Georgetown. Capitalized terms not otherwise defined herein shall have the meanings designated for such terms in the Supplement.

CARTS shall provide an operationally dependable vehicle service for customer use, equipped for maximum customer comfort in a cost-effective manner, and continually maintained and operated in a safe condition as described herein.

CARTS shall provide reservation and dispatch services in response to reservations made by customers or their agents through the CARTS reservation system for the paratransit service. For fixed route information, CARTS shall provide such information through customers calling (512) 478-RIDE or refer customers to call the CapMetro Go Line at (512) 474-1200.

CARTS shall obtain all required licenses and permits to operate in the CapMetro service area and within the City of Georgetown within the scope of the Contracted Service.

CARTS shall furnish all supervision, security protection, personnel, vehicles, fuel, materials, supplies, storage and maintenance facilities, tools, equipment, insurance, and incidentals (such as comfort stops identification) as required to perform an operationally dependable public transportation service. Fueling of vehicles shall not occur during revenue hours. Fueling, if needed may occur during shift changes or through vehicle exchanges at route terminal locations, provided that customers are not inconvenienced.

CARTS shall at all times comply and cause its assigned personnel and contractors to comply with CapMetro's policies and procedures, as revised, supplemented, and updated from time to time. These policies and procedures include, but are not limited to, the documents found on CapMetro's service provider extranet site located at https://capmetro.sharepoint.com/sites/EXT_MOSP/PoliciesProcedures/Forms/AllItems.aspx?RootFolder=%2Fsites%2FEXT%5FMOSP%2FPoliciesProcedures. CARTS shall maintain documentation showing that its employees received a copy of these policies and procedures.

2.0 DESCRIPTION OF CONTRACTED SERVICE

The Contracted Service consists of transit services within the City of Georgetown's limits, as well as the intersection of the extraterritorial jurisdiction and urbanized area for

a segment of the City's general public defined by physical or functional disability or persons age 65 or older (the "Limited Paratransit and Senior Service").

Limited Paratransit and Senior Service eligibility and scheduling shall be completed by CARTS through written or verbal communication with the customer. The Limited Paratransit Service eligibility is based on the application attached to this Scope of Services as Attachment 1. The Senior Service eligibility shall be completed through an intake form by verifying customer eligibility through written or verbal communication with the customer. The Limited Paratransit Service eligibility application and Senior Service intake form may be revised from time to time subject to written approval from the City.

CARTS shall perform the necessary certification for customers eligible to use the Limited Paratransit and Senior Service and provide a list of eligible customers on a monthly basis to CapMetro. CARTS shall only transport eligible customers that have been certified by CARTS on the Limited Paratransit and Senior Service and refer any non-certified customers to apply for eligibility.

Eligible customers are required to follow the Code of Conduct and policies listed within the Georgetown Limited Paratransit and Senior Service Rider's Manual.

3.0 SERVICE PERIOD

The Limited Paratransit and Senior Service will operate weekdays from approximately 7:00 a.m. to 7:00 p.m.

4.0 VEHICLE REQUIREMENTS

Up to (2) vehicles are required for Limited Paratransit and Senior Service. Vehicle hours may be adjusted by mutual agreement of the Parties based on customer demand.

The vehicles shall be accessible and capable of transporting at least twelve (12) seated persons.

5.0 VEHICLE HOURS

Vehicle hours are:

- Estimated Total Daily Weekday Hours = 18
- Estimated Total Annual Weekday Hours = 4,782

Total Annual Weekday Hours to be utilized as necessary to meet customer demand, is 4,782.

6.0 SERVICE SCHEDULE

CARTS shall provide Contracted Service in a safe, courteous, reliable manner and in accordance with trips scheduled by CapMetro. CapMetro service changes occur three times per year during the months of January, June and August. CARTS shall follow the prescribed routes and schedules as established by CapMetro and communicate any route detours or route delays with CapMetro.

7.0 VEHICLES

Vehicles shall have adequate heating and air conditioning; two-way radios, not on citizen band frequency; provision for CapMetro to install a Genfare fare box; installation of a manual fare box; adequate interior lighting; interior and exterior signage; and padded, comfortable seating for customers. All vehicles shall be accessible for mobility devices, capable of handling two (2) mobility device positions.

All vehicles shall be painted in accordance with the CapMetro's graphic program. CapMetro shall supply logos for the vehicles. Vehicles shall bear no other logos, emblems or identification unless required by law or approved by CapMetro. CapMetro logos shall be promptly removed at the end of the Supplement term.

All vehicles shall be cleaned inside daily prior to being placed into service. Vehicle exteriors and windows shall be washed every day, weather permitting. Vehicle interiors shall at all times be kept free of exhaust fumes and engine odors. The interior of the vehicles shall be maintained free from roaches and other vermin at all times that the vehicle is utilized in Contracted Service. CARTS is strictly prohibited from using any vermin control product that would be hazardous to the health and well-being of the customers and operator of the vehicle. Exterminations or vermin spray shall be scheduled to assure there are no offensive odors during Contracted Service hours.

Vehicles shall have illuminated destination signs that are highly visible, in compliance with ADA regulations and programmed with proper route and safety designations as defined by CapMetro. All destination signs shall be illuminated for night operation.

Vehicles shall be equipped with customer notice holders, and customer discharge bells.

Vehicle bodies, frames, and components shall be in sound condition, and free of all damage. Vehicles shall comply with safety and mechanical standards of all state, federal and local governments. All mechanical, electrical, and hydraulic securement systems shall be maintained in proper working condition at all times.

At its discretion, CapMetro shall inspect vehicles assigned pursuant to the Supplement at any time. All determinations by CapMetro as to the appearance, cleanliness and condition of a vehicle shall be final; however, CARTS shall not be relieved of its duty to maintain the vehicles in a safe and sound condition.

All vehicles shall be capable of comfortably seating a minimum of twelve (12) customers in fully padded forward facing seats. Vehicles shall be equipped with stanchions for standee use. CARTS shall not exceed the standee capacity designated for the vehicle.

All vehicles shall be equipped to permit inward and outward mobility device boarding. Ramps and lifts shall comply with ADA standards. Securement for mobility devices shall consist of wheel clamps, and four (4) securement belts. Additionally, a lap belt shall be required for customer preference.

The vehicles air conditioning system shall be of sufficient size and capacity to maintain a comfortable, constant temperature throughout the vehicle. The heating system shall have proportional controls and be of sufficient capacity to maintain a comfortable, constant temperature throughout the vehicle.

8.0 EQUIPMENT CONDITION

CARTS shall maintain each vehicle in a clean condition throughout, both interior and exterior at all times that the vehicle is in service for CapMetro. All vehicles shall be swept, mopped, interiors wiped down (i.e., dashboards, stanchions, bars, etc.) prior to the bus going into service each day. Each vehicle shall be detailed at a minimum of once every ninety (90) days. The detailing shall include, but is not limited to:

- a) Removal of all graffiti.
- b) Cleaning of all side panels.
- c) Cleaning of ceiling panels.
- d) Cleaning dome light covers.
- e) Cleaning of seats, including frames.
- f) Cleaning floors (i.e. gum removal).
- g) Exterior cleaning, repaint wheel rims, if necessary.
- h) Be free of body damage, have no missing or unpainted panels.
- i) Wheel rims shall be supplied by CARTS.
- j) Have all safety items fully operational (i.e., lights, brakes, horn, tires, etc.).

9.0 SPARE VEHICLES

Spare vehicles, fully meeting all vehicle requirements listed above in section 7.0, including but not limited to mobility device accessibility and graphic requirements, shall be maintained and dispatched for replacement purposes within one (1) hour of the time any the primary vehicle becomes inoperable or shall be removed from service for repairs.

10.0 MONTHLY REPORTS

CARTS shall provide ridership data and such other operating data in connection with the

Contracted Service as may reasonably be requested by CapMetro, including but not limited to total daily number of boarding, as well as number of boarding by fare category. Data shall be provided on a monthly basis along with a CARTS invoice for that month.

The following information shall be provided to the CapMetro Project Manager:

- a) Boardings for the entire month (including no-shows for the paratransit service).
- b) Summary of vehicle and customer accidents for the entire month.
- c) Late and missed trips for the entire month.
- d) Miles driven for the entire month.
- e) On-time performance for each week, as well as the monthly average.
- f) Road calls for the entire month.
- g) Number of passengers per hour (passengers divided by hours).
- h) Fare box recovery (fares divided by operations cost).
- i) Cost per passenger (passengers divided by cost).
- j) Security incidents.

11.0 GENERAL PROVISIONS FOR CONTRACTED SERVICE

CapMetro reserves the right to adjust Contracted Service at any time. Modifications to Contracted Service may include, but are not limited to, extending, deleting or adding route(s), or parts of route(s), expanding or contracting the paratransit service area, and expanding or decreasing vehicle hours. Notice shall be given prior to service modifications.

In the event that actual annual vehicle hours fall below ninety percent (90%) or above one hundred and ten percent (110%) of the total projected annual vehicle hours, CapMetro reserves the right to negotiate a revised unit cost per vehicle hour with CARTS. Such renegotiation would occur in the event that vehicles need to be added or deleted during the term of the Supplement.

CARTS may propose a method of compensation for service expansion including adding vehicles.

CapMetro reserves the right, upon notification to CARTS to transfer portions or all of the Contracted Service to another service provider based on the operational needs of CapMetro. CARTS may also request a transfer of portions or all of the Contracted Service to another service provider by providing CapMetro at least six (6) months' notice in advance based on the operational needs of CARTS.

12.0 HOLIDAY SCHEDULE

The Limited Paratransit and Senior Service will be provided in accordance with the CARTS published holiday schedule.

13.0 TRAINING

All vehicle operators hired by CARTS shall attend, at the minimum, the following training:

- a) Six (6) hours of defensive driving training and two (2) hours overview of CapMetro

service. CARTS shall be responsible for providing a certified defensive driving course for all operators, prior to driving.

- b) CARTS shall be required every year to ensure all operating personnel associated with this Supplement receive a minimum of two (2) hour refresher training.
- c) The cost of operator wages during the training shall be borne by CARTS.
- d) CARTS shall be required to ensure all operators are aware of proper customer communication practices required for polite customer assistance including providing service to persons with disabilities and participate in customer service training for at least two (2) hours annually.
- e) CARTS shall ensure all operators complete training including route specific training prior to their operation of an in-service vehicle. CARTS shall also be responsible for providing additional training for any operator who demonstrates a lack of appropriate training.

Training subsequent to training for new hires, such as refresher training and retraining, shall be conducted by CARTS. CARTS shall be required to have an operator development program in place to address all operator-related training needs. CapMetro shall inform CARTS in writing of any changes in operating procedures; CARTS shall be responsible for any training at their cost for existing operators which is needed because of changed procedures.

All training programs shall be subject to CARTS approval.

14.0 UNIFORM AND APPEARANCE STANDARDS

CARTS shall comply with CapMetro's uniform and appearance requirements. The uniform and appearance standards are available here: https://capmetro.sharepoint.com/sites/EXT_MOSP/PoliciesProcedures/Policies/Policy%20-%20All%20Operating%20Procedure%20-%20CMTA%20Uniform%20and%20Appearance%20Standards.pdf.

Any deviations from the uniform and appearance standards must be approved by CapMetro in its sole discretion.

15.0 REMOVAL

CapMetro may require CARTS to immediately remove, pending investigation, any operator from CapMetro service for any one of, but not necessarily limited to, the following reasons:

- a) Committing unsafe or inappropriate acts while providing service.
- b) Failing to follow CapMetro policies and procedures.
- c) Using a cell phone while operating CapMetro vehicle, including texting and use of Bluetooth devices.
- d) Revocation, suspension or non-renewal of a valid driver's license.
- e) A criminal conviction as set forth in the Master Agreement section entitled "Personnel Assignments".
- f) Violating the uniform and appearance standards without approval.
- g) Using any tobacco product on CapMetro vehicle or property, in accordance with the Tobacco Free policies of CapMetro.

- h) Failure to follow safety rules and regulations.
- i) Failure to follow security policies, guidelines and procedures.
- j) Notification of an active warrant from any law enforcement or judicial agency; and/or
- k) Any conduct which puts CapMetro or its reputation at risk.

16.0 PERSONNEL

CARTS shall furnish all operators, mechanics, dispatchers, supervisors, administrative personnel and other personnel services necessary for providing the Contracted Service in accordance with the Supplement.

CARTS Assistant General Manager of Safety and Security shall be CARTS Project Manager for this Supplement. CapMetro's Program Manager, Bus Contracts shall be CapMetro's Project Manager for this Supplement.

17.0 SUPERVISION

CARTS shall utilize a CARTS transportation supervisor to monitor the Contracted Service. This supervision shall include conducting ride checks (on-board) to ensure operator adherence to procedures (i.e., safe operation, customer relations, on-time performance, etc.). Such supervision shall also include prompt responses to all investigation of accidents. CapMetro reserves the right to provide similar investigations and adherence checks of its own without notice to ensure compliance with terms of the Supplement. These on-board ride checks are to be conducted annually, and additionally as needed.

18.0 DISPATCHING & RADIO COMMUNICATION

CARTS shall be required to maintain dispatch and radio monitoring personnel to work during the hours of Contracted Service. CARTS shall be able to effectively dispatch assignments and provide prompt responses to operator and/or vehicle problems which could impact CARTS service. CARTS will work with CapMetro to allow for CapMetro's ability to monitor radio communications between CARTS dispatch office and CARTS operators regarding Contracted Service. CARTS would also have the option of having a supervisor on call to respond to questions or problems.

CARTS shall staff a pre-determined telephone number during business hours, Monday through Saturday to accept reservations for eligible passengers riding the paratransit service for the next business day. CARTS shall document scheduled reservations electronically and have trip manifests data available upon request to CapMetro.

19.0 FARE COLLECTION

CARTS shall collect fares and charges as established by CapMetro. CapMetro shall notify CARTS of changes in the fare structure.

All fare collection equipment shall be supplied by, owned by and maintained by CARTS. All fares shall be retrieved, counted, recorded and deposited by CARTS designated personnel in accordance with CARTS procedures. Such fares collected shall be deducted from the monthly service billing to CapMetro. All fares collected are subject to audit by CapMetro and should be reconciled to the monthly report submitted.

If electronic fare collection equipment is used, such equipment shall be owned by and supplied by CapMetro and maintained by CapMetro or its contractors. CapMetro shall reimburse CARTS for time to have fare box maintained and cash collected at a location as defined by CapMetro based on the hourly rate defined in the SFP. CARTS is required to ensure that data and cash (if applicable) from any fare collection equipment is retrieved regularly, at a minimum of once per month by CapMetro designated personnel or contractors.

20.0 CUSTOMER COMPLAINTS AND CUSTOMER RELATIONS

CARTS shall direct customers to file complaints with CapMetro via telephone, in person or written correspondence. Once CapMetro has forwarded the complaint for investigation to CARTS, CARTS shall contact each customer by telephone or by written correspondence to review the complaint. CARTS shall investigate and provide responses to complaints within four (4) days of receipt. CARTS shall be provided access to a CapMetro designated customer comment program (currently called Service One) to access all complaint information. At the end of the Supplement term access to this program shall be terminated.

21.0 NATIONAL TRANSIT DATABASE REPORTING

CARTS shall collect data, keep records and_ provide reports sufficient to enable CapMetro to meet its National Transit Database ("NTD") reporting requirements. CARTS is responsible for obtaining all pertinent NTD regulations and procedures to ensure that all required information is collected and reported in a timely fashion. CARTS shall obtain an independent audit of said annual NTD reports at CARTS expense and submit to CapMetro annually by November 30.

21.0 PERFORMANCE SPECIFICATIONS

CARTS shall at all times strive to meet the performance standards listed below to provide the highest level of service possible. CapMetro reserves the right to monitor CARTS in its performance of the Contracted Service to be provided under the Supplement.

The following are the performance specifications associated with the Contracted Service:

- a) No more than eight (8) complaints per 10,000 customers.
- b) No more than three (3) vehicle accidents per 100,000 vehicle miles.
- c) No more than three (3) passenger accidents per 100,000 miles.

23.0 ON-TIME PERFORMANCE

CARTS operators must complete daily logs with scheduled times and actual times entered at all time points to record and measure on-time performance ("OTP"). An on-time trip is one which departs 0 minutes early and no more than five (5) minutes late. Sampling could be required if CCRS trended an increase because OTP issues. CapMetro personnel may also conduct checks.

24.0 MARKETING, FARE MEDIA AND PUBLIC RELATIONS

CapMetro shall furnish all schedules, maps, and other printed materials required for marketing the Contracted Service. CARTS shall distribute CapMetro customer notices, cooperate and participate in marketing, promotion, advertising, public relations, and public education programs and projects undertaken by CapMetro from time to time. CapMetro shall be the exclusive public media spokesman in connection with the Contracted Service and shall be responsible to print brochures, materials, etc.

CARTS may assist with the design of marketing materials and distribute all necessary bus passes and/or fare media as defined by the City of Georgetown adopted fare structure for customers to be able to purchase from pass outlets and on board vehicles as determined by CARTS.

25.0 OPERATOR QUALIFICATIONS/STANDARDS

CARTS shall ensure personnel meet the following standards to perform CapMetro Contracted Service as defined below:

- a) Be employees (full or part-time) of CARTS.
- b) Possess a valid State of Texas Driver's License appropriate for the class of vehicle to be operated. Vehicle Operators must have maintained a valid driver's license for five (5) years.
- c) Have the ability to read, write, and speak English.
- d) Be sensitive to customers' needs.
- e) Have the ability to handle complaints and problems as required.
- f) Pass a Department of Transportation ("DOT") physical and comprehensive drug screen.

26.0 DRUG AND ALCOHOL TESTING PROGRAM

CARTS agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with 49 CFR Part 655, 49 CFR Part 40, and 49 CFR Part 29 and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of the State of Texas or CapMetro, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655, 49 CFR Part 40, and 49 CFR Part 29 and review the testing process.

CARTS drug and alcohol policy for Contracted Service shall include zero tolerance for

positive results and other violations of the policy. Employees of CARTS with a confirmed positive drug or alcohol test may not be used to perform work under the Supplement.

CARTS agrees further to certify annually its compliance with Part 655 before March 1st and to submit the Management Information System (“MIS”) reports annually on or before February 28th to CapMetro.

CARTS agrees to submit a copy of its Policy Statement developed to implement its Drug and Alcohol Testing Program and adhere to FTA under 49 CFR with the selection of a certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium.

CARTS will adhere to the FTA training frequency requirements as outlined under 49 CFR.

27.0 SAFETY AND SECURITY

CARTS shall develop, implement, and maintain a program to respond to emergencies and routine problems that may occur. CapMetro acknowledges that CARTS is participating in the State of Texas Grouped Safety Management Systems Plan (“SMS”) and CARTS shall ensure that the principles of SMS are included in the Contracted Service operation. CARTS shall provide CapMetro with a copy of such plan.

CARTS shall participate in periodic emergency readiness training and drills, at the direction of CapMetro.

CARTS shall be responsible for coordinating and providing security protection for customers, employees and assets regarding the Contracted Service. Coordinating means utilizing local law enforcement or other implementing any security measures necessary to respond to incidents that may occur regarding the Contracted Service.

Attachment 1 to Scope of Services

Eligibility Application



Limited Paratransit Eligibility Application



GoGeo provides Limited Paratransit Service to eligible residents in the City of Georgetown. This service provides rides to points within the Service Area. GoGeo Limited Paratransit Service is operated by the Capital Area Rural Transportation System (CARTS) through a contract with CapMetro.

Transportation services are accessed by completing this application and being certified through CARTS, or if you are visiting from another area, by providing documentation of ADA certification from a transportation service in another area of the country.

Who Should Apply for Limited Paratransit Services?

People with mobility impairments due to visual limitations, arthritis, spinal cord injury, or other physical and/or cognitive limitations.

How to Apply for Services:

Complete this application and ***sign the Applicant Agreement/Release of Information*** section. Then have your doctor, rehabilitation specialist, or other qualified health care provider complete and sign the professional verification section. Send the completed application to:

GoGeo c/o CARTS
338 S. Guadalupe St.
San Marcos, TX 78666
Fax: 512-805-0001

If you need an alternative format of this application or additional information, please contact us at 512-478-RIDE (7433) or email GoGeo@RIDEARTS.COM.

If you have a disability you may be eligible for GoGeo Limited Paratransit Service. The information obtained in this certification process will be used to determine your eligibility.

This application must be filled out completely, including the verification of eligibility by a qualified professional. Incomplete applications will be returned to applicants.

Step 1: Complete the General Information Section

Last name

First name

MI

Street Address

City

State

Zip Code

Home Phone

Cell Phone

Work Phone

Date of Birth

Emergency Contact

Full Name

Street Address

Phone

Step 2: Information About Your Disability

If you answer "NO" or "SOMETIMES" to any of these questions, you must explain your answer in the space provided.

1 Can you board the bus by yourself?

YES ☐ NO ☐ SOMETIMES ☐

2 Can you climb three 12-inch steps on your own?

YES ☐ NO ☐ SOMETIMES ☐

3 If you have a cognitive disability, can you give your name, address and number?

YES ☐ NO ☐ SOMETIMES ☐

4 Are you able to recognize destinations and/or landmarks?

YES ☐ NO ☐ SOMETIMES ☐

5 Can you handle unexpected events or changes to your routine?

YES ☐ NO ☐ SOMETIMES ☐

Step 2: Continued...

If you answer "NO" or "SOMETIMES" to any of these questions, you must explain your answer in the space provided.

.....

- 6** Are you able to ask for, understand and follow directions? YES ☐ NO ☐ SOMETIMES ☐

- 7** Are you able to navigate crowds and/or complex facilities? YES ☐ NO ☐ SOMETIMES ☐

- 8** If you are visually impaired, have you received mobility training from another organization such as Texas Department of Assistance and Rehabilitative Services? YES ☐ NO ☐

- 9** Do you use any of the following assistive devices? (Check all that apply)

- | | | |
|---|--|---|
| <input type="checkbox"/> Manual Wheelchair
<input type="checkbox"/> Assistance Needed
<input type="checkbox"/> No Assistance | <input type="checkbox"/> Walker
<input type="checkbox"/> Foldable
<input type="checkbox"/> Not Foldable | <input type="checkbox"/> Electric Wheelchair
<input type="checkbox"/> Crutches |
| <input type="checkbox"/> High Wheelchair | <input type="checkbox"/> Long Wheelchair | <input type="checkbox"/> Cane |
| <input type="checkbox"/> Power Scooter | <input type="checkbox"/> Guide Dog | <input type="checkbox"/> Oxygen |

- 10** Are you able to travel 3 blocks (1/4 mile) without assistance over different terrains? YES ☐ NO ☐ SOMETIMES ☐

Applicant Agreement and Release

I agree that, if I am certified for **GoGeo Limited Paratransit Service**, I will pay the exact fare, if required, for each trip. I agree to notify the office of any changes in my status which may affect my eligibility to use the service.

I understand that any failure to adhere to the policies and procedures will be grounds for revoking my application as well as the right to participate in the program.

I also understand and agree to hold **GoGeo** harmless against all claims or liability for damages to any person, property, or personal injury occurring as a result of my failure to equip or maintain the safety of the adaptive equipment or certified guide/service animal that I require for mobility.

I have read and fully understand the conditions for service outlined in the *Rider's Manual* and agree to abide by them. I authorize the release of verification of information and any additional information to **GoGeo** for the purpose of evaluating my eligibility to participate in the Program. I certify that the information provided in this application is true and correct.

Signature

Date

**If someone assisted you in completing this application,
please provide their information and signature below**

An Eligibility specialist will review your application and may ask additional questions. You may also be required to participate in an assessment in the community so we can further evaluate your functional abilities.

Full Name

Street Address

City

State

Zip Code

Phone

Signature

Date

Health Care Professional Verification of Eligibility

All information for verification of eligibility must be filled in by a qualified health care professional

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Person Completing Verification

Professional Title

--

Agency Affiliation

--

State of Texas Certification ID Number

--

Business Address

--	--	--

City

State

Zip Code

--

Business Phone

-
- **What is the medical diagnosis that causes this disability?**

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- **This condition is...** **PERMANENT** ☐ **TEMPORARY** ☐

- **If temporary, what is the expected duration?**

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.....

I verify that the information provided above for verification is true and correct to the best of my knowledge.

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Signature of Qualified Professional

Date