#### DVS SERVICE PASSENGER AGREEMENT

The Disability Van Service (DVS) is a shared-ride service that provides on-campus wheelchair ramp—equipped transportation for those unable to use the regular Campus Transit system due to disability. Disability Van Service is available to employees, students, and visitors with temporary or permanent impairments.

No fare is required to use the Disability Van Service; however, current medical documentation and advance reservations are necessary. Applicants must complete the DVS Intake Form and upload necessary documentation. Please note that the form requires your UCSC email address. If you are a visitor, please use a Gmail address to complete the form or email <a href="mailto:dvs@ucsc.edu">dvs@ucsc.edu</a> if that is not possible. For additional assistance, contact 831-459-2829.

#### **Overview of DVS Services**

DVS service areas are organized into six areas. Each pickup and drop off location in these areas can be viewed from this *Service Area* map:

- 1. Lower Campus
- 2. East Campus
- 3. Science Hill
- 4. Central Campus
- 5. West Campus
- 6. Coastal Science Campus

Service hours differ between the school term, intersession, and summer session. General hours are listed below. For service hours and other updates, please visit the website https://taps.ucsc.edu/buses-shuttles/d-v-s.html.

- School Term Ride Hours
  - o Monday through Friday 7:30 a.m. to 11:15 p.m.
  - Weekends and Holidays 6:00 p.m. to 11:15 p.m.
  - Weekend and late-night rides must be scheduled in advance.
- Intersession Ride Hours
  - o Monday through Friday 7:30 a.m. to 5:45 p.m.
- Summer Session Ride Hours
  - o Monday through Friday 7:30 a.m. to 9:45 p.m.

 Summer Session rides on Fridays after 8:00 pm must be scheduled the previous day. Reservations for late rides cannot be made the same day no exceptions.

DVS operates a fleet of six (6) Dodge Braun minivans equipped with wheelchair ramps.

#### **Program Policies**

- 1. Driver Limitations: Passengers understand and acknowledge that DVS drivers must be able to maintain sight of their vehicle at all times while on duty. Drivers may be able to offer minimal assistance, between the exterior/lobby door and the vehicle only; for example extending an arm for stability, deploying the vehicle's ramp or lift, and using the proper securement devices to make sure all riders are safe and secure. Should you need additional assistance please plan and travel with a personal care attendant. Drivers are unable to enter a residence (including the garage), enter a building to look for a passenger, access driveways, or lose sight of their vehicles. Drivers cannot assist with personal care, carrying bags or other items, or accept any form of tips.
  - Drivers may assist with seat belts.
  - Drivers may provide minimum, non-weight bearing assistance. Minimum non-weight bearing assistance is defined as a driver extending an arm or stabilizing the mobility device while the customer moves in and out of the mobility device. Drivers are not able to push someone in a wheelchair, including up/down ramps.
  - Drivers are prohibited from lifting or carrying customers.
  - Drivers are not allowed to control the movement of a mobility device.
  - Drivers cannot assist passengers who use mobility devices up or down steps or ramps. Passengers must have someone available at the pickup and drop-off location to help negotiate obstacles.
  - DVS drivers are not a substitute for law enforcement or medical professionals. In the event of any medical emergency, or need for medical transport, please call 911. If you have a fever or are bleeding, please seek medical attention before boarding DVS services to protect yourself and others.
- 2. No Show Policy: Passengers understand and acknowledge that the TAPS definition of a no-show occurs when a DVS vehicle arrives at the designated pickup location at the scheduled time and the customer:
  - Cannot be located

Rev. 09/2024

Decides not to take the trip and cancels at the door

 Cancels the trip late and the vehicle is already on its way to the pickup location (15 minutes before pickup)

Passengers will receive an email informing them a no-show has been recorded. If you do not show up for your scheduled pick up, TAPS will cancel your rides for the rest of the day unless you call to reinstate them. No shows of three (3) or more times may result in a probation period of two weeks. During this time you will be removed from the recurring schedule and all subsequent rides must be booked via phone or email. Subsequent service provided will be based on availability. If you miss a ride for reasons that you feel are beyond your control, please contact TAPS to explain the situation.

- 3. Service Limitations: If your pickup or drop-off location is outside the service area you may need to establish an alternative location within our service area. If it is determined that a pickup or drop-off location is not safe to maneuver in any one of our vehicles, we will not be able to serve that location (i.e., dangerous double parking, required back up of vehicles, low hanging branches, no safe area to load client, steep or narrow roadways, etc.). In these cases, arrangements may be made for an alternative pickup location that is safe. If utilizing the ramp, please choose a location where the ramp can rest on a raised sidewalk or curb for a lower incline.
- 4. Mobility Devices: Passengers may use wheelchairs, canes, walkers, and other mobility devices that are able to fit onboard DVS vehicles. A wheelchair is a mobility device belonging to any class of three or more wheeled devices, usable indoors, designed or modified for, and used by individuals with mobility impairments, whether operated manually or powered.
  - Passengers may travel with oxygen tanks and respirators when using DVS service. For safety reasons, oxygen tanks and respirators must be secured to prevent oxygen tanks from falling or becoming dislodged and striking other objects, passengers, or riders in the vehicle.
  - Wheelchairs that need to be reclined more than 45 degrees cannot be transported since we cannot safely secure the client. Passengers who are concerned about the size of their mobility devices and whether the device will fit on board DVS vehicles should call TAPS to arrange to have the device measured. If your mobility device exceeds the dimensions that can be accommodated, it is considered oversized, we may not be able to transport you as it may damage the mobility device, vehicle, lift, or ramp, and may impose an unreasonable safety hazard. A ride request involving an oversized chair will be placed on stand-by until operations can determine if our fleet and routing are available to accommodate the wheelchair.

Rev. 09/2024

- 5. Service Dogs: Service dogs may travel on DVS vehicles to assist individuals with disabilities, subject to the following conditions:
  - Service dogs must remain on a leash and under full control of the passenger at all times.
    - "Full control" shall include, but not be limited to, soiling the vehicle, growling at or harassing customers, the operator, or other Service Dogs, jumping up on others, or any other disruptive behavior that may be defined by, and at the full discretion of, TAPS).
  - Service dogs should generally remain in a down or sit position. Service dogs may not block the rearview mirror of the vehicle.
  - Service dogs shall not occupy vehicle seats unless space limitations prevent the service dogs from remaining off the seat.
  - Service dogs shall be in a state of cleanliness in the interest of other paratransit passengers and the paratransit driver.
- 6. Order of Pick Up and Drop Off: Priority is given to advance reservations. We ask for flexibility in your scheduling as rides are continuously subject to change. Adjustments to the order of pick up and drop off are at the discretion of the driver based on passenger needs.
- 7. Passengers understand and acknowledge that travel times may vary depending on weather, traffic conditions, number of stops and reservations and other reasons.
- 8. Passengers acknowledge that University vehicles may have audio and video recording equipment. By entering the vehicle and riding, passengers understand and acknowledge that their image and/or voice may be recorded by the equipment and that they have no reasonable expectation of privacy in their image and/or voice. The ownership of any video/audio recordings rest exclusively with TAPS. TAPS may provide recordings to persons who require the use of such recordings for accident investigations, criminal investigations, and/or other purposes. TAPS may use video cameras and audio equipment as a method of cooperating with law enforcement personnel and produce recordings pursuant to lawful order of court, subpoena, or other legal process. TAPS may view video and audio from cameras for reasons including but not limited to, accident investigation, investigation of complaints, driver training, camera maintenance and/or testing, criminal investigation purposes, or other reasons determined by TAPS in its sole discretion to be beneficial to safety and/or its operations.
- Lost & Found: For Lost & Found, please contact dvs@ucsc.edu. Items are kept for 30 days and then discarded.

## **Passenger Responsibilities**

- 1. General Policies
  - Smoking or tobacco use is NOT allowed.
  - Eating and drinking is NOT allowed unless passenger must eat/drink to address a health condition
  - Use of alcohol or illegal drugs while onboard is prohibited
  - Passengers are required to wear seatbelts while on DVS vehicles
  - Passengers must carry identification
  - Passengers shall NOT bring explosives, flammable liquids, acids, or other hazardous materials onboard
  - Packages are allowed as long as the package(s) do not impede other riders
- 2. Passengers understand and acknowledge that medical authorization is required for use of the Disability Van Service (DVS). There is a 24 grace period to obtain authorization. UCSC students can request DVS transportation to Student Health Services for the initial evaluation. Authorization can be obtained through the Health Center, the Disability Resource Center, or your personal medical provider. If you're receiving an authorization from a medical provider off campus, your authorization letter must be on their official letterhead (no Rx notes), with an end date ("ongoing" is acceptable) and language stating "on-campus transportation accommodation". We *cannot* accept the exact same paperwork you would turn in for a medical permit because we offer a different service.

You'll receive a reminder email when your authorization is about to expire. Before your authorization expires, please let us know if you'll need to keep using the service, or if service is no longer required.

Medical authorization documentation must be uploaded to the DVS Intake Form or emailed to <a href="mailto:dvs@ucsc.edu">dvs@ucsc.edu</a> as follows:

- Students with temporary disabilities should contact the Student Health Center at (831) 459–2211 to schedule an appointment to obtain authorization.
- Students with permanent disabilities should contact the Disability Resource Center at (831) 459–2089 to learn more about obtaining authorization.
- UCSC employees can fax a letter from their doctor or medical practitioner (temporary conditions must include an end date) to (831) 459-4234.

- 3. Passengers understand and acknowledge that they should be waiting before the vehicle is scheduled to arrive. The driver will only wait one (1) minute past the scheduled pick up time. You must be waiting where you can tell if the vehicle has arrived. If you miss your ride, please call 831-459-2829 to receive an updated estimated arrival time.
- 4. Passengers understand and acknowledge that cancellations of scheduled trips should be made in advance before the day of the trip by email. Any cancellations needed on the day of the trip should be made by phone as soon as possible. Cancellations within 15 minutes prior to the scheduled pick up time are discouraged as the vehicle is already en route. DVS services are supported by the student transit fee and no-show trips or last-minute cancellations add significant financial costs to our program. It also impacts route efficiency and quality of services for all customers.
- 5. Passengers understand to call 831-459-2829 to report if a vehicle is more than two minutes late and to receive an updated estimated arrival time.
- 6. Passengers understand and acknowledge that they are responsible for providing their own Personal Care Attendant (PCA). A PCA is someone whose services or presence is required by the passenger to meet his or her personal needs or to assist in traveling. Passengers should inform the DVS dispatcher when they will be traveling with a PCA to ensure an extra seat is reserved on the DVS vehicle. One (1) PCA may ride with an eligible passenger. The PCA and the eligible passenger must have the same pickup and drop-off locations. Companions who are not a personal care attendant cannot accompany the passenger on the DVS.
- 7. Passengers understand to contact TAPS Transit for reasonable modifications, as some modification of policies and procedures are possible to assist passengers.
  - Examples of Reasonable Modifications include but are not limited to:
    - Requesting to be picked up or dropped off at a specific entrance, rather than at the entrance location that was pre-designated by TAPS.
    - If a passenger with diabetes or another medical condition requests to eat or drink aboard a vehicle to avoid adverse health consequences, the request should be granted.
    - A passenger's request to take medication while aboard a vehicle should be granted.
  - Examples of Modification Requests that are not deemed reasonable include but are not limited to:
    - Dedicated or specific driver or vehicle requests may be denied.
    - A passenger's request that the driver take charge of a service animal or carry luggage will be denied.

- Drivers are unable to handle gears or maneuver a customer's mobility device.
- 8. Passengers understand to provide prompt written notice to TAPS of any changes in contact information including phone and email addresses. All passengers are responsible for checking their UCSC email accounts and/or applicable booking software app to receive Program correspondence.
- 9. Passengers understand to refrain from engaging in misconduct, including harassment or discrimination based on race, color, national origin, sex, gender identity, pregnancy, physical or mental disability, medical condition, genetic information, ancestry, marital status, age, sexual orientation, citizenship, or service in the uniformed services, at all times. To also refrain from loud or unruly behavior as it may pose a distraction to the driver. UCSC Principles of Community and standards of conduct apply at all times while riding the vehicle.
- 10. Passenger agrees to report immediately all injuries incurred as the result of their UCSC DVS Program participation to TAPS Campus Transit at 831-459-3228 and to Risk Services at 831-459-1787, FAX (831) 459-3268, 100 Enterprise Way, E100, Scotts Valley, CA 95066 immediately.
- 11. Passengers understand to follow the Complaint Resolution Procedure mentioned below.
- 12. Passengers understand to be financially responsible for any damage caused to the vehicle by passengers' acts or omissions.
- 13. Passengers understand to not bring any personal items of a size and quantity that impact safety, access in and out of the vehicle, or other passenger comfort (e.g., - large boxes).
- 14. Passengers understand to comply with all health and safety guidance, orders, or requirements that may be communicated by TAPS. PASSENGER will receive this information via email or other written form from TAPS.
- 15. Passengers understand to contact taps@ucsc.edu for any feedback. For urgent issues, please contact 831-459-2829.

Rev. 09/2024

## **Complaint and Conflict Resolution**

Passengers may seek resources at <u>equity@ucsc.edu</u> or the contacts listed as Attachment A.

# **Insurance Coverage and Responsibilities**

The following outlines insurance coverage as it relates to passengers in the DVS Program:

University self-insurance does not cover the loss, theft or damage to personal property in or on DVS vehicles. These are the responsibility of the owner of the personal property.

#### Severability

If any provision of this AGREEMENT or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this AGREEMENT shall be enforced to the maximum extent permitted by law.

# **No Warranty**

UNIVERSITY MAKES NO WARRANTY WITH RESPECT TO THE SAFETY OF PARTICIPATION IN THE DVS PROGRAM WITH REGARD TO ANY INFECTIOUS DISEASE.

## **Disruption in Program**

Disruption of the DVS Program is rare. In the event of any short-term or long-term changes in the program, the UNIVERSITY will strive to provide clear communication to the PASSENGERs of the program, maintain or modify appropriate levels of the program and deploy mitigation measures as necessary. PASSENGER agrees that they have been advised of said potential disruptions, and acknowledge that there may be changes in the DVS service resulting from such disruptions and agree to such. TAPS reserves the right, at its discretion, to adjust the DVS to meet the changing needs of business.

# Attachment A Contacts for Equity and Equal Protection (EEP)

The most up-to-date version of this information can be found at: https://equity.ucsc.edu/about/contact.html

#### **EEP**

Samara Winbush, EEO Director equity@ucsc.edu

#### **Americans with Disabilities Act**

Nubyaan Scott, ADA Compliance Officer, nubyaan@ucsc.edu Mohamed Shahin, ADA Compliance Officer, mshahin@ucsc.edu

## **Equal Employment Opportunity / Affirmative Action**

Samara Winbush, EEO Director equity@ucsc.edu

#### Title VI

Samara Winbush, EEO Director equity@ucsc.edu

#### Title IX

Julie Lewis, Title IX Director: titleix@ucsc.edu

## Whistleblower (Fraud)

Whistleblower hotline at 1-800-403-4744.

Locally Designated Official for Whistleblower Matters: wbreport@ucsc.edu Anna Finn, Associate Chancellor and Chief of Staff, Locally Designated Official: annaf@ucsc.edu