

To: Operations and Scheduling Committee

Date: 4/26/2019

From: Rashida Kamara Manager of Accessible Services

Reviewed by: WC.

SUBJECT: Choice in Aging Demonstration Project

Background:

In response to a growing number of complaints from Mount Diablo Rehab regarding service failures, County Connection retained the Consulting Services of an ADA Paratransit expert to investigate, summarize and recommend best practices to improve service. Both County Connection's General Manager and Mount Diablo's President and CEO, Debbie Toth agreed that insight from a neutral third party would be mutually beneficial in assessing the issues and making a recommendation to improve the paratransit experience.

The consultant chosen was Douglas Cross of Douglas Cross Transportation Consulting. As part of his investigation, he met with First Transit staff to observe LINK's day-to-day operation. He also spoke with several Mount Diablo staff to understand their service issues from the client's perspective and he reviewed County Connection's, contract with First Transit and their relationship with First transit. All of this predated the hiring of an Accessible Services Manager, a role that was filled. As part of the summary, we wanted to know what the issues were, what is currently being done to resolve them, what needs to be done and finally recommendations of what can be done to improve the service.

Consultant's Investigation Update:

The issues discovered included a combination of late rides, like arriving to the rehab after their scheduled appointment time, and excessively long trips.

There was also a lack of understanding of the ADA Parameters guiding paratransit services on the part of Choice in Aging and their staff. This resulted in an expectation of services that often exceeded what the ADA required.

As a result there are a number of clients for Choice in aging that find it challenging to use the LINK system for transportation.

Summary:

As a direct result of this investigation, County Connection's Manager of Accessible Services has been working in conjunction with Debbie Toth and her staff to launch a demonstration project to passengers most affected by the constraints of ADA Paratransit Services. Attached is an outline of the Demonstration Project in which 12 participants

will be picked up and dropped off to Mt Diablo. Under the demonstration project service quality will be monitored for improvements such as, shorter ride times, better On Time Performance, shared ride service and quality of service provided for passengers. County Connection and Choice in Aging have worked together to develop an MOU, that has been approved by both agencies legal departments.

The Demonstration Project will be managed by Choice in Aging and County Connection will provide guidance and periodic audits to ensure the program is meeting its intended goal.

Attachments:

Demonstration Project Outline
Memorandum of Understanding

Financial Implications:

The cost of these trips during the Demonstration Project will be \$34 per trip which is less than our current cost per trip of \$46. County Connection expects to see savings in individual cost per trip as a result of this Demonstration Project

Recommendation:

Staff recommends the O&S Committee pass on to the full board, for approval for County Connection to enter into an MOU for a Demonstration project for the initial period of 90 days to commence June 1, 2019.

Demonstration Project Outline

1. Background/History

Choice in Aging (CIA) provides a daily, comprehensive senior services program at its Mt. Diablo Center in Pleasant Hill. Senior citizens who are at risk of nursing home placement spend a minimum of four hours a day at the center, where they receive care management, physical therapy and meals.

In order to participate in the program, clients have been evaluated and have found to be significantly at-risk of needing additional care outside the home. While not all clients use paratransit, all clients would be paratransit-eligible.

LINK serves approximately 90 of CIA's clients on a daily basis. While approximately 70 percent of the participants are being transported from homes in the Walnut Creek/Pleasant Hill/Concord areas, its clientele are also being picked up from more remote locations:

- Orinda BART
- San Ramon
- Martinez
- Blackhawk
- Clayton

Every client is evaluated by a nurse as they arrive for the day's programming, and CIA is correlating adverse effects to the total amount of time spent on the LINK bus. CIA has noticed and has been documenting instances of "contra-indications" that they associate with some of their clients using LINK service over long distances.

A decline in service quality continued to be present while using ADA Paratransit service. County Connection employed the services of a Paratransit expert to evaluate without bias the service delivery. Some of the findings included but not limited to:

- A lack of understanding of basic ADA Paratransit service
- Long ride times (sometimes exceeding fixed route standards)
- Shared ride service with another sector of the community causing anxiety for Mt Diablo participants
- Multiple stops (Causing incontinence issues)
- Although eligible for ADA paratransit service parameters of service not conducive for overly frail seniors

2. Proposed resolution: Demonstration Project Program

We believe that reducing fragile riders' transit time may alleviate these contra-indications and reduce stress on the LINK system. We also believe having program participants ride primarily in comfortable, more intimate passenger vehicles versus bumpy buses will also aid in reducing contra-indications and lead to higher quality rider experiences. We propose a pilot program with SilverRide.

In this pilot program, SilverRide drivers would deliver round-trip, door-through-door service for 12 CIA participants. The participants would each ride in one of four carpools, joined by two fellow CIA clients who live nearby. Each carpool will be delivered to CIA in under an hour, in the comfort of a personal car.

SilverRide would provide two drivers, each responsible for two carpools to the Center in the morning and two carpools returning home from the Center in the afternoon. CIA is evaluating which of its participants would most benefit from this pilot program; it will prioritize those who travel a longer distance to attend the Center for the first carpools of the day. The second carpool for each of the drivers will pick up and quickly drop off program participants who live closest to the Center.

SilverRide is guaranteeing that all 12 participants arrive at the Center within the acceptable drop-off window of 9:15 am and 10 am.

Execution

SilverRide provides door-through-door transportation services to seniors and people with disabilities. Rides are performed using an enhanced Transportation Network Company (TNC) model, where rides are performed by contracted drivers using their own vehicles under SilverRide's TNC license (TCP0021471). SilverRide uses a higher standard for TNC service, including:

- Fingerprinting and background-checking all drivers.
- Pre-employment drug testing. Per County Connection's regulations, SilverRide will do DOT-compliant random drug testing of all drivers. This includes having a DOT certified drug test manager, DOT level drug screens and onsite drug/alcohol testers in the case of serious accidents.
- Drivers get a SilverRide insurance card in the car, never show their own insurance, and have no gaps in coverage. SilverRide has complete insurance coverage for incidents outside the car.
- Drivers are trained in transfers, diversity, and senior and disability issues so rides are safer for seniors and people with disabilities.

- To protect riders, drivers sign a SilverRide pledge, ensuring that they will not accept tips or any gifts from their riders. SilverRide is committed to protecting riders who are potentially vulnerable.
- No Rider Left Behind policy. SilverRide monitors every ride, using every means possible to make sure riders reach their destination safely.
- SilverRide will transport all clients who require an accessible vehicle in an accessible vehicle. Drivers who use accessible vehicles will have gone through an additional eight hours of in-person training and ride-alongs and an additional online wheelchair transport module.

The ride process is as follows:

- CIA provides SilverRide with a list of the clients to participate in the pilot program.
- SilverRide will meet with these clients, on-site at CIA, to explain the ride process and ensure that they are comfortable and understand the expectations of the program. SilverRide will communicate to each individual at what time they should expect a driver to arrive to pick them up.
- On the day of the ride, the driver goes to pick up their first passenger. The driver uses SilverRide's app to indicate that they are "on the way" to the client. Upon arrival at the pickup location, the driver updates the app to indicate that she has "arrived" and goes to the door to get the client. The driver escorts the client to the car, assisting them into the vehicle. If the rider has a mobility aid, the driver secures the aid into the vehicle. The driver updates the app to indicate "Passenger 1 in car" and calls ahead to the next rider to let them know she is on the way, with a more precise ETA.
- Once the three riders are in the car, the driver proceeds to CIA and escorts the riders through the front door. She then indicates through the app that the carpool is "Done" and starts the process again for her second carpool.
- SilverRide office staff are constantly monitoring rides. Riders can call the office to check the status of rides or let the staff know about any issues.
- CIA will have access to a client portal, so authorized users can log in at any time and see the status of each carpool.

SilverRide also has backup drivers in the region, so in the event of any mechanical or other issues, it can send another driver to do a "rescue" and ensure that the clients arrive at the Center.

Measurement

We propose the following as metrics for measuring the success of this 90-day pilot:

- On-time percentage

- Contra-indications measured against baseline for program participants
- Shorter On board time for riders
- Full participation of Program period

Pricing

SilverRide is proposing a flat rate of \$34.00 per passenger. This pricing assumes a varied rider base such that the mean distance of transport is an average versus the max distance.

3. Safety and Assurances

Insurance

SilverRide has structured a superior rideshare policy for our riders and drivers. Any third-party payer of SilverRide (such as County Connection) will be added as an additional insured on our policy.

SilverRide maintains **\$1 million primary** auto liability coverage. As contrasted with other rideshare companies, SilverRide has no gaps in its coverage. This means a driver is covered with primary insurance coverage up to our limits at any stage of a rider pickup, including on the way without the passenger yet in the car.

SilverRide gives each driver a SilverRide insurance card, which is then primary during SilverRide trips. In an accident, they show the SilverRide insurance card, not their own personal insurance card. SilverRide believes this to be better protection for the driver and rider, and leaves no doubt as to coverage or the process for handling.

SilverRide has complete insurance for outside the car, as well. This covers items such as falls, sexual harassment, and other issues that can occur and are not covered by auto liability insurance.

Drug and alcohol program

SilverRide maintains a No-Tolerance Policy for drugs and alcohol. SilverRide notifies its employees and drivers that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace and that employees who violate the policy may be terminated.

All SilverRide employees and drivers are drug-tested prior to hiring, and are part of an ongoing DOT compliant random drug test program. This includes having a DOT certified drug program manager running the program. SilverRide conducts DOT level drug screens and provides onsite drug and alcohol tests in serious accidents where either a

vehicle is towed, or one of the passengers is taken to the hospital. For County Connection, SilverRide will be 100% DOT drug test compliant.

Training

All SilverRide drivers complete a lauded online training program followed by an in-person training program.

The online training program focuses on SilverRide customer service standards; the physical, cognitive and social effects of aging; and transfer training and fall prevention. The five-hour online training is reinforced by two hours of in-person training for drivers not using accessible vehicles and ten hours of in-person training for drivers who will use accessible vehicles.

Our in-person training program was developed to ensure drivers share the company's philosophy for exceptional service, and includes training and practice in physical transfers, fall prevention, and client assistance and accommodation, offering clear guidance based on ADA requirements. In fact, the NYU Rudin Center for Transportation Policy & Management recently issued a report stating that all paratransit providers "should tap into SilverRide's training curriculum and driver information services" (Intelligent Paratransit, September 2016). Our driver monitoring and ongoing refresher program includes comprehensive training from a geriatric physical therapist, a professional driving trainer, and instruction on Red Cross CPR/First Aid.

Safety and accident response protocols

SilverRide maintains records of any incident or accident that occurs when vehicles are in service, including any situation considered out of the ordinary. In the event of an incident, SilverRide's safety plan requires that drivers have a kit to be used in collecting information. The kit includes the tools to collect the name of the investigating office and badge number, any facts about other vehicle(s) involved, individuals involved, and property damage. Drivers carry witness cards that must be completed and are asked to prepare a diagram of the incident. Drivers also take photos of both vehicles, particularly of all damage that might have occurred. Drivers are not authorized to discuss an incident with anyone except the police, the SilverRide City Manager, or a representative of CIA.

All accidents and incidents will be reported to CIA and County Connection with a full report within 24 hours.

MEMORANDUM OF UNDERSTANDING REGARDING PILOT CHOICE IN AGING

This Memorandum of Understanding (MOU) is entered into as of this 1st day of _____, 2019 (Effective Date), by and between the Central Contra Costa Transit Authority (CCCTA) and Choice in Aging, Inc. (CiA), collectively referred to herein as “the Parties.”

RECITALS

A. CiA is a nonprofit eldercare/healthcare organization that provides a daily, comprehensive senior adult day health care services program at its Mt. Diablo Center (MDC) in Pleasant Hill for frail elders and adults with disabilities. Participants spend a minimum of four hours a day at the center, where they receive care management, physical therapy, and meals. All of CiA’s clients are paratransit-eligible.

B. CCCTA is a joint powers authority that provides public bus transit service and complementary paratransit service in the Central Contra Costa County area. Its complementary paratransit service, commonly referred to as LINK, serves approximately 90 of CiA’s clients on a daily basis. While approximately 70 percent of the participants are transported from the Walnut Creek/Pleasant Hill/Concord areas, CiA clientele are also picked up from more remote locations.

C. CCCTA has evaluated the quality of its paratransit service, and identified areas for improving the comfort level, transit time, and rider experience. It desires to partner with CiA to conduct a pilot program (“Program”) as an alternative to LINK, whereby CiA clients would be transported to MDC by SilverRide, a transportation services company.

D. SilverRide is a legal entity that provides door-through-door transportation services to seniors and people with disabilities.

E. The parties desire to conduct a six month pilot program, whereby SilverRide will deliver round-trip door-through-door service for 12 CiA participants.

F. The intent of the parties is to have a permanent program in place either within or immediately following the pilot, if the Program is successful and the metrics are met (see Section IID).

I. Purpose:

A. This MOU serves to memorialize the arrangement for the administration and coordination between CCCTA and CiA regarding the Program.

II. Scope of Pilot Program:

A. SilverRide will initially deliver round-trip, door-through-door service for twelve CiA participants, to be determined by CiA in coordination with SilverRide.

B. The Parties understand that changes may be made to make it more expeditious, comfortable, or cost-effective. The Program will be evaluated every two weeks to confirm that the Program is working or to make changes to improve the service.

Changes during the Program will be determined by CiA and SilverRide in an effort to improve the service.

- C. If, after the first two months of service, it is determined that the Program is successful, additional CiA participants may be added to the Program, upon communication with CiA, CCCTA, and SilverRide, as long as the Program remains within the total compensation identified in Section III A. Should it be deemed the pilot is going well, CiA, CCCTA and SilverRide could choose to end the pilot and convert to an ongoing program after two months from such determination, with the scope of service to be determined at that time.
- D. Measurement and Reporting. The following metrics will be reported monthly by SilverRide to CiA. After the first month of the Pilot, the metrics may be revisited and revised by CiA and SilverRide as needed:
 - a. On-time percentage
 - b. Late trips (longer than 15 minutes)
 - c. Ride time of longer than sixty minutes per one-way trip
 - d. Passenger loading at home and unloading at Mt. Diablo Center (and the reverse in the afternoon)
 - e. Ride comfort, as reported in a rider survey to be conducted in the initial four months of the Pilot

III. CCCTA Responsibilities:

A. Payment. CCCTA will reimburse CiA for Program transportation services provided by SilverRide, at the flat rate of \$34.00 per passenger each way, within 30 days of receipt of CiA monthly invoices. Total compensation for the Program shall not exceed \$250,000.00.

B. Audit Rights. CCCTA shall have the right to audit CiA and SilverRide's records to confirm that the SilverRide compensation is consistent with the services provided. In the event that CCCTA conducts any such audits, it shall make its findings available to CiA.

C. Coordination and Communication with CiA and SilverRide. The primary CCCTA contact person for the administration of the Program will be the Manager of Accessible Services.

D. CCCTA is not responsible for any services rendered by CiA and/or by SilverRide in the performance of services under this MOU, nor for any services provided by CiA to participants in the Program. CCCTA is not responsible for providing vehicles, personnel, or associated maintenance, training, and operations services for the Program.

IV. CiA Responsibilities:

A. Communication with SilverRide. The primary CiA contact person for the administration of the Agreement with SilverRide will be the Director of Special Projects.

B. SilverRide Agreement Administration. CiA will negotiate, execute, and administer an agreement with SilverRide for Program transportation services. CiA will cooperate with CCCTA in the drafting of the agreement. The agreement shall require compliance with applicable requirements under the Americans with Disabilities Act, federal drug and alcohol testing, and state laws. CiA will provide the agreement, including the scope of work, for CCCTA's review prior to its execution by CiA and SilverRide, which review shall be done expeditiously. CCCTA will ensure that the agreement meets the requirements of CCCTA for the provision of paratransit service using the transportation network company model.

C. Coordination Issues. CiA, in coordination with SilverRide, will identify the participants in the Program and arrange for their participation in the Program. CiA will schedule monthly meetings, if necessary, with CCCTA and SilverRide to discuss any coordination issues or concerns.

D. Audit Rights. CiA shall have the right to audit SilverRide's records to confirm that the compensation is consistent with the services provided. In the event that CiA conducts any such audits, it shall make its findings available to CCCTA.

E. Customer Complaints. Service issues associated with the Program will be handled by CiA and SilverRide, and reported to CCCTA on a monthly basis.

V. Monthly Invoices.

CiA will provide monthly invoices to CCCTA detailing the services provided under the Program for the prior month. CiA and SilverRide will determine the data to be included in the monthly invoices. CCCTA may review the invoice data, which review shall be done expeditiously.

VI. Mutual Hold Harmless

A. Each Party will hold harmless the other Party, its directors, officers, representatives, agents and employees from and against all liability or losses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of negligence or intentional misconduct of the indemnifying Party, its directors, officers, representatives, agents and employees in connection with this MOU.

B. The SilverRide Agreement will provide that SilverRide will indemnify and defend the parties from and against all liability or losses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of negligence or intentional misconduct of SilverRide, its directors, officers, representatives, agents and employees in connection with the services performed pursuant to the Agreement. In addition, SilverRide will be required to carry the appropriate insurance as agreed by the parties to this MOU and will name each Party to this MOU as an additional insured (and include certain other endorsements) on such insurance policies as agreed by the parties to this MOU.

VII. Term; Termination

A. The term of this MOU shall commence as of the Effective Date and continue for six months, unless earlier terminated as provided for in Section B or extended by written agreement.

B. This MOU may be terminated for convenience by either Party with 30 business days' notice. This MOU may be terminated immediately for cause by either Party if the defaulting Party does not cure the default within 5 business days from written notice of default. All amounts due and owing for SilverRide services will be paid by CCCTA through the effective date of termination.

VIII. Miscellaneous:

A. Notices. All notices and communications deemed by either Party to be necessary or desirable shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to CCCTA: Central Contra Costa Transit Authority
Attn: General Manager
2477 Arnold Industrial Way
Concord, CA 94520-5327

If to CiA: Choice in Aging
Attn: President and CEO
490 Golf Club Road
Pleasant Hill, CA 94523

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

B. Modification. This MOU may be amended or modified only in a writing approved by each of the parties.

C. Interpretation. This MOU shall be construed reasonably, in accordance with its terms. Any rules of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply.

D. Assignment. No Party may assign or delegate any of its rights or obligations under this MOU without the prior written consent of all other parties to this MOU. This MOU shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

E. Validity. If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

F. Waiver. The waiver of any breach of this MOU shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or another provision of this MOU. Any waiver must be in writing, signed by an authorized representative of the waiving Party.

G. No Third Party Beneficiaries. Nothing in this MOU, whether express or implied, is intended to confer any rights or remedies on any persons other than the parties to it, nor is anything in this MOU intended to relieve or discharge the obligation or liability of any third persons to any Party to this MOU.

H. Attorneys' Fees. If any legal proceeding shall be instituted by any of the parties hereto to enforce the terms of this MOU or to determine their respective rights or obligations under this MOU, the prevailing Party in said proceeding shall recover, in addition to all court costs, reasonable attorneys' fees.

I. Integration. This MOU constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior or contemporaneous oral or written agreements, representations, statements, documents, or understandings of the parties.

J. Jurisdiction. This MOU and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding by their respective duly authorized officers as of the day and year first above written.

Central Contra Costa Transit Authority

Date

Choice in Aging

Date