

CARTS

Get a Ride!

Central Area Rural Transit System, Inc.
A Community Solution for Public Transportation
P.O. Box 993
Soldotna, AK 99669
907-262-8900 907-262-6122 fax

Dear Provider:

You are invited to participate in one of the most exciting grassroots community projects ever seen in the Central Kenai Peninsula! As you may be aware, the Central Area Rural Transit System, Inc. has been developed by a consortium of organizations and area agencies who agreed to explore opportunities to coordinate and enhance transportation services for people who need rides in the Central Kenai Peninsula area. Since there is no public transportation here, many residents lack mobility and freedom, to provide even for essential needs.

Please find attached the Central Area Rural Transit System, Inc. *Provider Agreement* for Transportation services. This Agreement includes the Service Guidelines and requirements. The signed Agreement can be mailed to the address above, or returned to our office at 43530 Kalifornsky Beach Road.

If you have any questions, please contact me at (907) 262-8900.

Sincerely,

Jennifer Beckmann
Executive Director

Central Area Rural Transit System, Inc.
TRANSPORTATION PROVIDER AGREEMENT

This Agreement describes the relationship between the Central Area Rural Transit System, Inc. and a public, nonprofit or for profit entity that provides transportation services in accordance with the laws, rules and regulations of the State of Alaska. The transportation services to be provided are intended to serve the residents in the core area of the Central Kenai Peninsula, although it will not be limited to only those origins and/or destinations. As the service is established, expansion to other areas is anticipated.

1. GOAL OF CUSTOMER SERVICE

Every activity concerning this transportation effort shall be focused toward customer satisfaction.

2. PURPOSE OF AGREEMENT

The purpose of this agreement is to provide preauthorized transportation services to people who need rides, who may have no other means of transportation available, or for whom available transportation resources are inadequate or inappropriate to meet their needs.

Transportation will be assigned to providers based on the needs of the individual. In an effort to reduce the overall costs to the program the Broker reserves the right to assign more than one individual to a vehicle. In order to meet our goals, the Broker will use a multitude of service providers that use a variety of vehicle types in order to select the most appropriate provider and vehicle based on individual need. The Broker will assign passenger rides to the “lowest cost most appropriate provider”. Nothing in this Agreement indicates that the Broker is obligated to assign trips solely on the basis of cost, and this Agreement does not warrant or guarantee a minimum or maximum amount of service to any provider.

Provider Responsibilities:

- A. All vehicle drivers of the Provider shall have and maintain current licenses in accordance with local, state and federal regulations. Copies will be submitted to Broker on request.
- B. The Provider agrees to comply with all local, state and federal regulations governing its operation including licenses, insurance, and files during this agreement.
- C. Passenger restraint devices and wheelchair tie down devices must be used in compliance with Alaska State law.
- D. Upon request, any or all drivers must satisfactorily complete a criminal history check, obtain abstract of driving record, and to be eligible to transport vulnerable clients, provide certificate from appropriate driver training.
- E. All Providers will be responsible to immediately notify Central Area Rural Transit System, Inc. of any accident or incident involving a passenger or any citation involving a Provider both on the job or personal.
- F. The Provider shall not request payment from any system funder, or fares from any recipient who is subsidized by a funder, for rides under this Agreement. All rides shall be purchased in advance and Provider will provide appropriate tracking information and mark off ride on client’s punch card.
- G. All complaints from clients either written or verbal will be noted and forwarded via fax or mail to the Broker by Provider as soon as possible. Complaint policy is available from Broker and is included in Operator Manual.

Providers will be responsive to the needs of the riders assigned in a safe, courteous and timely manner. Drivers will treat every aspect of the transport confidential, including origin and destination address (does not include dispatcher at Broker's office for safety reasons), or information pertaining to a rider's physical or mental abilities or financial status.

Broker Responsibilities:

- A. Assign trips according to the lowest cost, most appropriate provider available.
- B. Resolve customer complaints.
- C. Act as the liaison with the appropriate governments and agencies administering the various programs.
- D. Pay providers timely.
- E. Ensure quality and performance standards are met by setting standards for Driver Training, Vehicle Condition, and Service Guidelines.
- F. Create opportunities for productivity improvements.
- G. Provide technical assistance to providers in the areas of training, pricing, record keeping, operational policies and procedures.
- H. Provide reports and prepare invoices as required by local, state and federal agencies.
- I. Verify trips on a random basis.

Courteous behavior trip is expected from all parties involved in the scheduling, dispatching and delivery of the passenger. Courteous is defined as respect for the customer or passenger's well being at all times. Safety of the passenger is paramount from point of origin to the destination.

3. OPERATIONS STANDARDS

The Service Guidelines provide a summary of the standards for this transportation service. Changes may occur by mutual consent of the parties. The standards will never be totally inclusive and common sense shall always apply. The Operators Manual provides detailed procedures.

Driver Standards:

Guidelines include driver licensing and records, criminal checks, maintaining professional references, basic knowledge of the service area, and skill in appropriate passenger assistance techniques. Drivers must be in compliance with all local, state and federal laws, rules, regulations and licensing requirements for the transportation of passengers.

Drivers must maintain a courteous attitude at all times and are expected to look professional. The Broker will work with all providers to assist with driver training in all safety and customer service aspects, and will provide nametags for driver identification when transporting CARTS riders.

Vehicle Standards:

Guidelines specify vehicle requirements, including two-way radios or cellular telephones, reasonable cleanliness of vehicle exteriors and interiors, availability of proper equipment, vehicle accessibility, proper maintenance of interior heating and cooling systems, use of seat belts and the use of securement equipment. Broker reserves the right to conduct an inspection of any vehicle used for service under this Agreement. Providers must be in compliance with all state and federal transportation safety requirements and standards regarding passenger comfort during transport.

4. NONDISCRIMINATION

Central Area Rural Transit System, Inc. prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. This prohibition applies to both employment and provision of services.

5. DRUG-FREE WORKPLACE

The Provider assures that their operations are in compliance with drug and alcohol regulations under the "Drug Free Workplace Act of 1988". The Provider will provide evidence of their compliance with these policies, upon request.

6. INSURANCE

Insurance shall be maintained for the duration of this Agreement in accordance with the Provider license and Alaska State law. By requiring such minimum insurance, Broker shall not be deemed or construed to have assessed the risk that may be applicable to the Provider under this Agreement. The Provider shall assess its own risks and, if it deems appropriate and prudent, maintain greater limits and/or broader coverage. **Provider will submit a copy and certificate of insurance with this application and every six months thereafter.**

INDIVIDUAL: Automobile Insurance -- Liability insurance which meets the minimum coverage established by Alaska State of \$50,000 bodily injury per person; \$100,000 per accident and \$25,000 property damage.

COMMERCIAL: Automobile Liability Insurance -- Combined single limits of liability for bodily injury and property damage of \$1,000,000 per incident. CARTS is to be named as "additional insured" on the vehicle policy.

7. STATUS OF DRIVERS

The Provider and its employees or agents performing under this agreement are not employees or agents of the Broker. The Provider and its drivers will not present themselves as employees of the Broker nor will they make any claim of right, privilege or benefit of being such employees.

8. BILLING AND PAYMENTS

Billing Invoices are due to the Broker no **later than the 5th of the following month of service delivery**. Failure to submit billing or inaccurate billings may result in delay of payment. No payments will be made in advance or in anticipation of services or supplies to be provided under this Agreement by the Broker. Payment shall be considered timely if made by the Broker within 30 days after receipt of all required billing reports/statements. Payment shall be sent to the address designated by the Provider. Any invoices submitted after the 90 days will be payable only if Broker determines good cause. The provider shall not request payment from the State of Alaska or from any eligible client for services performed under this Agreement.

9. CONFIDENTIALITY

The disclosure of any information concerning a client for any purpose not directly connected with transportation services provided under this Agreement is prohibited.

10. ASSIGNMENTS AND SUBCONTRACTING

This Agreement shall be binding on the parties and their successors and assignees, but neither party may assign this Agreement without the prior written consent of the other. None of the project activities shall be subcontracted without prior written consent of the Broker.

11. RECORDS MAINTENANCE

The Provider agrees to maintain records and documents, which sufficiently and properly reflect services delivered. Drivers will keep a daily record of all clients that are transported, including all trip information, and submit these logs to Broker on a regular basis. Provider will allow auditors and any persons duly authorized by the parties to have reasonable access and the right to examine any of these materials.

12. BROKERS RIGHTS

Broker retains the right to assign or deny trips to providers based on the Brokers judgment that the trip will be safe, reliable, and comfortable, and at the least cost to the funding sources or the program.

13. AMENDING THIS AGREEMENT

The Broker and the Provider may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the Provider and the Broker.

14. TERM OF AGREEMENT

This Agreement shall be renewable annually, but shall be considered to be extended unless mutually agreed otherwise. Either party may terminate upon thirty (30) days advance written notice.

15. INDEMNIFICATION/HOLD HARMLESS

The Provider shall defend, protect and hold harmless CARTS or any employees thereof, from and against all claims, suits and actions arising from any negligent or intentional act or omission of the Provider, or its agents, while performing under the terms of this Agreement. This provision does not apply to any negligent acts or omissions on the part of CARTS, or any employee thereof.

By signing this Memorandum of Understanding the signer acknowledges and agrees to the terms herein. Both parties also acknowledge their willingness to work diligently to enhance the transportation services offered to residents of the Kenai Peninsula.

**CENTRAL AREA RURAL TRANSIT
SYSTEM, INC.**

PROVIDER

Signature
Title: Executive Director
Date _____

Signature
Title:
Date _____

PROVIDER RATES

Service Provider rates are effective for calendar year _____. Please fill out this form or submit your own rate chart.

All trips are provided from Door-to-Door.

<u>Description</u>	<u>Rate</u>
Base trip 10 miles or less	_____
Rate/Mile beyond 10 mile base trip	_____
Additional rider charge	_____

Special Notes:

Based on the service required, the Broker will get bids via phone from all Providers in the service area for rates on authorized Long Distance trips that are over 50 miles one-way. Regular rates will be charged for trips under 50 miles one-way. Please consider the possibility of "no shows" and deadhead time; try to reflect those costs in your rates. Brokered trips to and from the same locations should be consistent in pricing. Shared rides should be at a reduced rate per rider.

Every reasonable effort will be made to pay for a trip when there is an authorized client on board the vehicle. Verification of all agreement requirements must be made available to Broker upon request. All Providers must agree to on site monitoring of their operations by Central Area Rural Transit System, Inc. staff as necessary to verify accuracy of reporting and compliance of program agreements and standards.

PROVIDER AUTHORIZED SIGNATURE: _____

TITLE: _____ DATE: _____

SERVICE GUIDELINES

1. PROVISION OF SERVICE

The Broker is providing reimbursement for transportation for riders who have signed up to participate in the CARTS transportation program.

- A. Transportation services will be approved for the pickup and delivery of prescriptions or medical supplies, when the Broker has authorized transportation in advance.
- B. Transportation will be provided for individual purposes, with priority given to job access and medically necessary service.
- C. Transportation may be provided for other purposes, including shopping, church, social events, and work, when authorized by Broker in advance in compliance with specific funding sources.
- D. The delivery of service is subject to the rules and regulations of each funding source or the Broker, therefore, the conditions of service delivery defined in these guidelines are subject to change if those rules are modified. The Broker will advise all providers of changes in rules or negotiations as they affect the provider.
- E. Provider confirms that they are a qualified service provider, and Broker reserves the right to determine whether to use that particular provider at the time services become needed.

THIS IS A CLIENT DRIVEN SERVICE THAT IS LIMITED TO FUNDS AVAILABLE. THE BROKER DOES NOT GUARANTEE THE PROVIDER ANY LEVEL OF SERVICE UNDER THIS AGREEMENT.

TRANSPORTATION STANDARDS

2. SCHEDULED ARRIVAL STANDARDS

The Provider must plan their services to ensure that all the authorized client trips arrive at the destination no later than five (5) minutes **prior** to the scheduled appointment.

3. SCHEDULED PICKUP WINDOW AND WAITING TIME

Providers can pick up clients as much as **15 minutes prior to the scheduled pick-up time and up to 15 minutes after the scheduled pick-up time.**

This window of opportunity is necessary for scheduling purposes. For long distance trips, Providers will need to estimate pick up times and coordinate with the Broker to establish an appropriate pick up time for clients.

- A. Passenger should not arrive more than 30 minutes prior to appointments, unless this is done with the client's permission or request.

- B. The average waiting time for a scheduled return trip, after an appointment, should not exceed 30 minutes.
- C. In multiple-passenger situations, passengers should not remain in the vehicle waiting for extended periods of time.
- D. Rides with pick up or destinations outside the local service area are not held to usual standards.
- E. In unusual circumstances, a Provider may negotiate a rate for Wait Time in advance with Broker, particularly when necessary on a long-distance trip.
- F. If a delay occurs in the course of picking up scheduled riders, the Provider must contact the Broker to notify of the delay, the alternative schedule, and of any alternate pickup arrangements. During periods of inclement weather conditions, the Provider shall notify the Broker of the availability to provide safe access for urgent or critical care services.

4. UNSCHEDULED TRIPS

These requests will come to the Broker the same day or to the Provider after hours and during weekends and holidays. There is no requirement to provide same day service, although Broker and Provider will do their best to provide service to these unscheduled requests.

SERVICE STANDARDS

5. OPERATING STANDARDS

Mandatory transportation safety standards are determined by the size and nature of the provider. While the program recommends these guidelines, it is the responsibility of the Provider to ensure that they are in compliance with all applicable federal, state and local regulations.

- A. Passenger Safety: Passenger restraint devices shall be used in accordance with state law. All children who are transported by the Provider shall be properly secured in a manner approved and consistent with current guidelines. Although the Broker provides some child safety restraints the child restraint device shall be the sole responsibility of the child's parent or guardian.
- B. Accident/Incident Reporting: The Provider shall notify the Broker within **two hours** of any accidents or problems that involve service to clients or result in client injury that occurs in the course of providing transportation services authorized by the Broker.

Incident checklists and Investigation procedures are in the Operator's Handbook.
- C. Driver Accountability: All drivers shall have a valid driver's license and insurance as required by law. All drivers will have a background check performed before they deliver client service. If the Provider or Broker receives complaints regarding a particular driver, and it is determined that the driver is not performing the service in a safe, reliable or responsible manner, and corrective action has not resulted in improved performance, the Broker will direct the Provider to prohibit the driver from transporting CARTS clients and notify the Broker of the corrective action taken.
- D. Driver Conduct: The Provider must assure that drivers act in a professional manner at all times. Reports of misconduct may result in immediate suspension from client service, and confirmation of misconduct may be cause for removal of the driver involved. The provider must forward documentation of the incident to the Broker in writing, including what happened and the result, as soon as possible. These incident reports can be emailed or faxed.

6. DRIVER STANDARDS

A driver or attendant shall not:

- A. Make sexually explicit comments or solicit sexual favors;
- B. Solicit medications from clients;
- C. Solicit money from clients;
- D. Use alcohol, narcotics or drugs while on duty. (Unless prescribed and the driver can still perform his/her duties in a safe manner, and driver shall report use to Provider.)
- E. Abuse alcohol or drugs at any time;
- F. Smoke in the vehicle when clients are present (some vehicles may be entirely smoke-free);
- G. Wear any type of headphones while on duty;
- H. Be responsible for passenger's personal items.

Drivers shall:

- A. Wear or have visible, easy to read proper CARTS identification nametags;
- B. Depending on passenger needs, exit the vehicle to open and close vehicle doors when passengers enter or exit the vehicle and provide assistance as necessary to or from the main door of the place of destination;
- C. Properly identify and announce their presence at the entrance of the building at the specified pick-up location if a curbside pick-up is not apparent, or with attending facility staff;
- D. When necessitated by the client's condition, assist the passengers in the process of being seated, including the fastening of the seat belt.
- E. Confirm, prior to allowing any vehicle to proceed, that wheelchairs are secured with the minimum of a 3 point tie down and wheelchair passengers are properly secured with seat belts and that all ambulatory passengers are properly secured in their seat belts;
- F. Provide an appropriate level of assistance to passengers, when requested, or when necessitated by the passenger's condition to assure safe movement.
- G. Provide support and direction to passengers. Such assistance shall also apply to the movement of wheelchairs and mobility-limited persons as they enter or exit the vehicle using the wheelchair lift. Such assistance shall also include stowage by the driver of mobility aids and folding wheelchairs; and,
- H. Be clean and maintain a neat appearance at all times.
- I. Use cell phones with great caution and always keep passenger safety as first priority. Pull over to use cell phones if at all possible. Limit calls to only work-related issues when passengers are in the vehicle.

7. RIDER STANDARDS

- A. Must be ready early;
- B. Don't cause undue wait times for driver or others;
- C. Make quick exchanges when dropping off children at daycare or for other stops;
- D. Cancellation rules require at least two hour notice;

- E. All rides must be scheduled during working hours at least one day before ride is needed;
- F. NO SMOKING in any vehicle.
- G. No drinking beverages in vehicle.

8. VEHICLE STANDARDS

Vehicle Equipment

Provider vehicles and equipment shall be maintained in clean and good operating condition. The Broker can conduct unannounced spot checks of vehicles and equipment for safety concerns. A listing of Provider vehicles to be used to transport CARTS clients will be submitted to the Broker.

- A. Maintenance: Vehicles and all components must meet or exceed the manufacturers, state and federal, safety and mechanical operating and maintenance standards for any and all vehicles and models used for transportation of CARTS clients under this agreement. Providers must comply with all applicable state and federal laws. Any vehicle that does not meet or exceed Alaska DMV safety standards, ADA regulations, or contract requirements, shall be removed from service immediately and shall be re-inspected before they are eligible to be used to provide transportation services for CARTS clients.
- B. Vehicle Inspections: The Broker or an approved agency will inspect all vehicles, before they are used to provide transportation services. Inspections must be done each year to ensure that all regulatory requirements and the requirements of this agreement are met. Documentation of these inspections shall be kept on file at the office of the Broker. The Broker will perform random inspections of the vehicles of each provider, and vehicles not passing any of these inspections shall be immediately removed from service and re-inspected before they are eligible to return to service.
- D. **All vehicles must meet or exceed the following requirements, The primary concern for this transportation system is always for safety:**
 - 1. The Broker shall ensure that transportation providers use a *two-way* communication system such as radios or cell phones linking all vehicles used in delivering the services under this agreement with the transportation provider's major place of business or the Broker's dispatcher. *Pagers* are NOT an acceptable substitute. A vehicle with an inoperative two-way communication system must be placed out-of-service until the system is repaired or replaced. A limited number of cell phones will be available from the CARTS office to check out to drivers as needed.
 - 2. All vehicles must be equipped with adequate heating systems for driver and passengers. Any vehicle with a poorly functioning heating system must be placed out-of-service until repaired.
 - 3. All vehicles must have functioning, clean and accessible seat belts for each passenger seat position and shall be stored off the floor when not in use.
 - 4. Each vehicle must utilize child safety seats, which meet state and federal guidelines. A limited number of child restraints will be available from the CARTS office to check out to drivers as needed.

5. All vehicles shall have functional door handles on all doors.
6. All vehicles must have a functioning speedometer.
7. All vehicles must have functioning interior lights.
8. All vehicles must have adequate tires.
9. All vehicles must have adequate exterior rear view mirrors.
10. The vehicles interior and exterior must be clean and exteriors should be presentable.
11. The vehicle must have passenger compartments that are clean and adequate.
12. CARTS identification nametags will be provided to each driver. All vehicles should have the transportation provider's name prominently displayed within the interior of each vehicle.
13. Each vehicle must have functional brakes, and no obvious maintenance problems such as leaking exhaust or dangerously loose steering.

9. ADDITIONAL SERVICES

Extra service is sometimes necessary when a client needs assistance from the home or facility to the vehicle and from the vehicle to the home or facility. This will include assisting the client into the facility to see that the client is safely inside.

Included in Door-to-Door service is passing verbal or written instructions to the receiving facility. An example would be transporting a client from a hospital to a nursing home, and delivering the discharge paperwork to the front desk at the receiving facility. The client that cannot proceed through the door safely without assistance will not be abandoned at that point. The Door-to-Door will only be complete when the client that needs assistance receives it at both ends of the trip.

10. DRIVER SELECTION

Transportation providers assure that vehicle drivers are reliable and able to drive safely. In addition to the general personnel selection procedures of the organization, selection of vehicle drivers shall include:

- A. Verification that the applicant has an appropriate and valid Alaska State driver's license. A Commercial Driver's License certificate shall be required if the driver will be driving a vehicle with a capacity of 16 or more passengers.
- B. Alaska State Criminal History Check.
- C. Verification that the applicant has had no moving traffic violations in the last year, and has not been involved in any at fault accidents within the past three years. Annual DMV review must be on file.
- D. Verification that the applicant is physically capable of safely driving the program vehicles.

11. DRIVER EVALUATION

The transportation provider shall have a plan for evaluating each driver's ability to transport a variety of clients including disabled clients utilizing mobility aids. Evaluation methods shall

include semi annual observation of each driver's on-the-job performance, and annual review of each driver's responsibilities and performance. The results of the semiannual observation and the annual review shall be documented in writing. Evaluation forms that may be used are available from the Broker.

MINIMUM PROGRAM STANDARDS FOR TRANSPORTATION PROGRAM MAINTENANCE AND SAFETY

Maintenance and Safety:

The transportation provider shall assure all vehicles and associated equipment is maintained in top working condition to minimize breakdowns and decrease the chance of accidents. The provider shall implement a maintenance and safety program that includes:

1. A preventative maintenance schedule which incorporates at a minimum the schedule recommended by the vehicle manufacturer.
2. Installation of the following equipment on each vehicle:
 - a. First aid kit (approved for capacity of vehicle)
 - b. U.L. approved fire extinguisher appropriate for size and type of vehicle
 - c. Accident report forms
 - d. Triangular reflective warning devices
 - e. Flashlight
 - f. Winter tires in season.
 - g. Sterile gloves and blood pathogen kit.
 - h. Emergency Phone List
3. A vehicle record file containing the following information:
 - a. Vehicle identification number
 - b. Vehicle maintenance history, including type, date and mileage
 - c. Vehicle loss control record listing incident description, date, mileage and driver
 - d. Vehicle equipment check log verifying any special equipment has been checked according to the suggested schedule of the manufacturer, or at least semiannually.
 - e. Vehicle operational and safety check log recorded at beginning of each work day indicating tires, brakes, lights, seat belts and other relevant equipment are operational and the vehicle has not been damaged.
 - f. Documentation that preventative maintenance was performed according to the schedule recommended by the vehicle manufacturer.
 - g. Completed checklist forms.

Safety Equipment

All vehicles must have appropriate restraining devices for all passengers including wheelchair tie downs. Approved child restraint devices must be used for transporting children according to current guidelines. The Broker has car seats available for check out. You must call ahead to reserve one.

DRIVER TRAINING

Broker will provide training as demand warrants. Such training will be open to approved drivers from the public. Transportation Providers shall assure that vehicle drivers are completely familiar with their jobs and able to safely use all associated equipment.

The training program includes:

1. New drivers shall be fully briefed about their vehicles, the transportation program, reporting forms, vehicle operation and the geographic area in which they will operate.
2. Drivers shall receive at least an annual briefing from the Broker, which covers changes in the transportation program, reporting forms and vehicle operation, including the operation of special equipment.
3. Before passengers are carried, each driver shall be road tested by the Provider, in each kind of vehicle they will drive.
4. Drivers shall be trained to use any special equipment installed on their vehicles, such as wheelchair lifts, fire extinguishers, tie downs and two-way radios.
5. Within the **first six months** of employment, drivers should successfully complete the National Safety Council Defensive Driving Course, or an approved equivalent.
6. Within the **first six months** of employment, drivers shall successfully complete an approved course in blood pathogen training and basic first aid training.
7. Drivers who provide services to non-ambulatory disabled clients should successfully complete an approved course in passenger assistance techniques before carrying such passengers.
8. Written records shall be maintained for all drivers to verify training has been received.
9. Drivers and all staff shall maintain sensitivity to the needs of people using the service, and maintain appropriate interactions with all persons, including people with disabilities, people of all sexual orientations, cultural and racial minorities, older persons and children.
10. Broker shall arrange for workshops for drivers on such topics as Defensive Driving, Sensitivity Training, Passenger Assistance Techniques, First Aid, and Safety Training (including use of child restraints).

