



LIFT Policy	
Title: Hand-To-Hand Service Policy	ATP-003
Date: 12/20/2018; Revised 6/10/2022	Page 1 of 6

1.0 Purpose

To encourage responsible trip scheduling and paratransit use, the American’s with Disabilities Act (ADA) provides that complementary paratransit be provided to customers on an Origin to Destination basis. Generally, “Origin to Destination” is defined as either Curb-To-Curb service or Door-To-Door Service. ADA paratransit is public transportation and is not required to provide special care, treatment or assistance that fundamentally alters the scope and intent of ADA requirements. Hand-to-Hand Service exceeds ADA requirements and is therefore provided by TriMet LIFT as a non-ADA service, as Hand-to-Hand service is not subject to ADA regulatory requirements.

The purpose of this policy is to specify the Agency, Customer, Primary Caregiver, Responsible Party, and Provider requirements of Hand-To-Hand service, and the penalties for failing to comply with the requirements established herein.

Hand-to-Hand service is provided to eligible LIFT customers who would be unsafe if left unattended at a drop-off location, either in the community and/or at their home. Service disruptions caused when there is no one present at a drop-off location to receive the hand-to-hand customer cause delays for other riders and are very costly to the system. The accountability instituted in this policy serves to clearly identify the roles and responsibilities of all parties engaged in securing the transportation needs of the customer.

2.0 Definitions

Companion – A person who travels with an ADA-eligible customer and pays the same fare as the customer.

Curb-To-Curb Service: The customer waits outside their pick-up location, waiting for the vehicle operator to arrive. The vehicle operator will pull up and stop in front of the curb and help the customer onto the vehicle, along with providing any assistance needed to secure a seatbelt and/or mobility device(s). Once they arrive at the destination, they will help the customer out of the vehicle before driving away. Vehicle operator would pull up to curb at pickup address, introduce themselves to the customer (announcing their arrival), verifies correct customer is present, assists the customer onto the vehicle, and assists with securements. At the destination, helps to remove securements if necessary, vehicle operator opens door for customer, and provides any assistance the customer may need to alight from the vehicle.

Door-To-Door Service: At the pickup address, the vehicle operator will go to the door of the residence or building. If the pickup location is a secured building, the vehicle operator can use a

call box or other device to reach the customer. Vehicle operator introduces themselves to the customer and/or the customer's representative(s).

- Vehicle operator verifies customer identity to ensure they have located the correct person.
- Vehicle operator escorts customer to the vehicle, and opens the door for the customer.
- Vehicle operator assists the customer into the vehicle, and with the seat belt if needed, and any mobility device securements.
- When the vehicle arrives at the destination address, the vehicle operator will remove any mobility device securements and open the door for the customer.
- Vehicle operator escorts customer to the entrance of the building located at their destination address and opens door as needed.

Eligible Customer: A customer who has met LIFT eligibility criteria, been approved for LIFT service, and their eligibility is not expired.

Hand-To-Hand Service: Vehicle operators are responsible for performing hand-to-hand service using the steps outlined in the door-to-door service section listed above, as well as the following additional items:

- At the pickup address, the vehicle operator should communicate with a caregiver or other responsible party to advise that the vehicle operator is there to pick up the customer.
- At the destination address, the vehicle operator must "hand" the customer to a designated responsible person who will assume responsibility for the customer's safety.
- If there is no one at the destination address to receive the customer, the vehicle operator is responsible for communicating that information to their dispatcher for further direction. The customer should not be left unattended at a drop-off location, including the customer's home, if "hand to hand" or "do not leave alone" is designated on the trip.

Hand-To-Hand Service Accountability Agreement: the document outlining and affirming the specific responsibilities of all parties involved in the eligible customer's hand-off, which is the responsibility of the primary caregiver of the eligible customer to complete and update. The customer, their caregiver, and a representative of the agency/drop-off location receiving the customer will all contribute accountability to the Hand-To-Hand Service Accountability Agreement.

Personal Care Attendant (PCA) – A person who travels from the same origin to the same destination with the ADA-eligible customer and provides a service to the customer. A PCA does not pay a fare when accompanying the ADA customer.

Primary Caregiver/Service Provider/Guardian – A person who provides direct care for a customer and who may have legal authority to make decisions for and/or may be responsible for the safety and care of the customer.

Responsible Party: A responsible adult identified and designated (either by name or position title) at the point of trip reservation to receive and be responsible for the customer at the drop-off location.

3.0 Regulatory Basis

The US Department of Transportation's ADA regulation provides that complementary paratransit service for ADA paratransit eligible persons shall be "origin-to-destination" service. The Department's ADA regulation, 49 CFR §37.129(a), provides that, with the exception of certain situations in which on-call bus service or feeder paratransit service is appropriate, "complementary paratransit service for ADA paratransit eligible persons shall be origin-to-destination service." This term was deliberately chosen to avoid using either the term "curb-to-curb" service or the term "door-to-door" service and to emphasize the obligation of transit providers to ensure that eligible customers are actually able to use paratransit service to get from their point of origin to their point of destination.

It should be emphasized that the regulation does not require a general change in a provider's basic mode of service from curb-to-curb service to door-to-door service. *Transit providers are not required to take actions to accommodate individual customers' needs that would fundamentally alter the nature of the service or create undue burdens.* In this respect, the Department of Transportation interprets the scope of transit providers' origin to destination service obligation analogously to the general obligations of public entities under the ADA to provide program accessibility, with limitations.

For example, the Department does not view transit providers' obligations as extending to the provision of personal services. Vehicle operators would not have to provide services that exceed "door-to-door" service (e.g., go beyond the doorway into a building to assist a customer). Nor would vehicle operators, for lengthy periods of time, have to leave their vehicles unattended or lose the ability to keep their vehicles under visual observation, or take actions that would be clearly unsafe (e.g., back a vehicle down a narrow alley in specific circumstances that would present a direct threat to safety). These activities would come under the heading of "fundamental alteration" or "undue burden."

Therefore, the provision of hand-to-hand service is an Agency decision, and not subject to ADA requirements (beyond those established for Origin to Destination Service, specifically Door-To-Door service, as a maximum required service level).

4.0 Responsibilities:

LIFT proposes that Hand-To-Hand Service is provided subject to the following terms and conditions:

1. Hand-To-Hand Service is provided only to eligible customers who require guidance or supervision if a personal care assistant (PCA) isn't present, or become easily disoriented or are unable to navigate independently between the vehicle and the door of the drop-off location. Eligible Customers must meet Hand-to-Hand criteria set forth by LIFT.
2. Vehicle operators in LIFT service cannot and will not perform the duties of a Personal Care Attendant.

3. Eligible Customers receiving Hand-To-Hand Service are required to have a Responsible Party receive them on location at the time of drop-off.
 - Failure of the responsible party to meet the customer at the drop-off location (inside the drop-off window at community locations and upon arrival at the customer home address) will result in service suspension of the customer consistent with TriMet LIFT's Behavior & Conduct Policy and the Service Suspension and Appeals policy.
 - A Pattern or practice of violation of this provision will result in the discontinuation of Hand-To-Hand service.
4. Eligible Customers seeking to receive Hand-To-Hand Service must provide:
 - Three (3) emergency contacts including one alternate drop-off address within one (1) mile of the Eligible Customer's home address.
 - i. The Responsible Party at the alternate drop-off address must acknowledge and agree to the terms of the Accountability Agreement, as well.
 - LIFT must be immediately notified in writing (Fax or email) within 24 hours of any change(s) to the emergency contact information, facility information (responsible party, hours of operation, etc.) and/or the alternate drop-off location and responsible party.
5. Eligible Customers receiving Hand-To-Hand Service will be escorted from the vehicle to the door of the destination and handed off to the Responsible Party by the Operator of the vehicle.
 - The Responsible Party accepts responsibility for the Eligible Customer upon arrival to the destination.
 - Vehicle operators may not enter facilities beyond lobbies. Operators may not perform upper-floor or elevator service.
 - If the named Responsible Party is not present upon arrival at the drop-off location, the vehicle operator will notify dispatch. Dispatch will attempt to contact the Primary Caregiver for an alternate responsible party at the drop-off location. If the Primary Caregiver cannot be reached or an alternate Responsible Party at the drop-off location cannot be identified and secured, the customer will be returned to their home address.
 - Operators will not "sign in" or "sign out" Eligible Customers from sheltered workshops, adult day care facilities, other sheltered environments/day support activity locations, or at any other address.
 - Once the operator engaged in the delivery of TriMet LIFT service announces the name of the customer being sought for pick-up, it is the obligation of the responsible party to ensure the correct customer is placed with the operator for transport.
6. If a Responsible Party is not present to receive an Eligible Customer and/or an emergency contact person cannot be reached upon arrival at a drop-off location (inside the drop-off window), a "Service Disruption" will occur and the Operator may re-board the Eligible Customer.

- Service Disruptions that occur as a result of no responsible party present to receive an Eligible Customer will result in an immediate service suspension pursuant to TriMet’s Behavior & Conduct Policy and LIFT’s Service Suspension and Appeals policy and processes.
 - The Eligible Customer may be kept on-board the vehicle while the route continues and the Eligible Customer is returned only after a Responsible Party is located at the primary or alternate location and the return trip can be accommodated by LIFT Central Dispatch in the schedule.
 - i. It is not permissible for the Responsible Party to meet the LIFT vehicle on the route.
 - ii. If a customer is kept on-board the vehicle as a result of a “No One to Receive” violation, ADA requirements limiting customer time on-board the vehicle to a comparable duration of a fixed route trip, do not apply.
 - There is no drop-off time window at a home address. Return trips home are to be booked with a pick-up time only, with a commensurate pick-up window, per all LIFT trip reservations. A responsible party must be present to receive the customer when the vehicle arrives.
7. It is the responsibility of the primary caregiver of the Eligible Customer to ensure that the Responsible Party is duly capable of caring for and managing the needs of the Eligible Customer.
 8. LIFT will provide a Hand-to-Hand Service Accountability Agreement outlining and affirming the specific responsibilities of all parties involved in the eligible customer’s hand-off, which is the responsibility of the primary caregiver of the eligible customer to complete and update as soon as and whenever changes occur.
 9. Hand-To-Hand Service ends when the Eligible Customer has been handed off to the Responsible Party at the destination.
 10. Service Disruptions caused by no one to receive the Eligible Customer will result in immediate suspension of paratransit service as follows:
 - 1st Service Disruption in a rolling 12 month period: Immediate 7 day suspension of service.
 - 2nd Service Disruption in a rolling 12 month period: Immediate 14 day suspension of service.
 - 3rd Service Disruption in a rolling 12 month period: Immediate 30 day suspension of service.
 - Subsequent Service Disruptions: Termination of Hand-To-Hand Service. Eligible Customer will be permitted to travel only with an attendant, a responsible individual designated by the Primary Caregiver who is duly capable of caring for and managing the Eligible Customer (“Personal Care Attendant”), or the Eligible Customer is determined by the customer and/or the customer’s representative to no longer require Hand-to-Hand service. If it is determined that the Eligible Customer no longer requires Hand-to-

Hand service, the Eligible Customer or Primary Caregiver must complete LIFT's Request for Removal of Hand-To-Hand Service attestation.

11. Hand-To-Hand Service Agreement may be terminated by the Eligible Customer, Primary Caregiver or TriMet LIFT upon written notice only. If it is determined that the Eligible Customer no longer requires Hand-to-Hand service, the Eligible Customer or Primary Caregiver must complete LIFT's Request for Removal of Hand-To-Hand Service attestation.

Criteria for Hand-To-Hand Service Eligibility

Customers must meet the following criteria to be eligible to receive Hand-To-Hand Service:

- A. Caregiver or Customer representative must affirm** that the Customer is an individual who requires the guidance or supervision of a personal care assistant (PCA) for activities of daily living and cannot be left unattended at a drop-off location.

AND

- B. Completion of the Hand-to-Hand Service Accountability Agreement.** Within 24 hours of any change to the Hand-To-Hand service agreement, the Primary Caregiver must submit and reaffirm signed terms of service agreement for Hand-To-Hand Service and Emergency Contacts form. Three emergency contacts must be provided, one of whom is also an alternate drop-off location within one mile of the home address. Agreement includes penalties for failure to comply with this policy. If the customer travels to a group work site or day support program, the Employment or Day Support Program must also acknowledge and accept tenets of Accountability Agreement.

Hand-To-Hand Service to Adult Day Care Facilities, Workshops, Day Support or Other Sheltered Environments; Tenets of Accountability Agreement:

1. Facility staff must be available to receive customers upon arrival within the agreed upon drop-off window. Operators may not remain on location awaiting opening. If there is no one to receive the customer at the drop-off location upon arrival (inside the drop-off window at a community location), a service disruption will occur and begin the suspension process.
2. Facility staff are responsible for ensuring customers are ready for departure at designated pick-up time and location.
3. Facility staff are responsible for ensuring correct customer is provided to the operator announcing pick-up of said customer. Drop-off times cannot be guaranteed. LIFT may adjust pick-up times relative to facility opening times and will do its best to ensure customers are dropped off in accordance with the time negotiated at trip booking. LIFT Operators provide door-to-door escort. Operators may not enter facilities beyond lobbies. Operators may not perform upper-floor, elevator, or other through-door service. Operators must maintain sight of their vehicle.
4. Operators are not permitted to sign-in or sign-out customers.

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