

Volunteer Driver Program – The Meat on the Bones

Who can utilize the program?

- Individuals 18 years and older that reside within the Greater North Penn Collaborative for Health and Human Services service area (North Penn, Souderton and Wissahickon School Districts). The program will operate Monday through Friday from 8:30 am to 4:30 pm. When the volunteer pool increases, the program will consider expanding hours and days of service.
- Riders can not have access to a vehicle – either their own, relatives or families. They must be unable to access or ride public transportation and are not covered by programs offered by Transnet such as Shared Ride or Medical Assistance.
- Children can be transported only if they are accompanied by an adult and secured in a proper car seat. The proper car seat will be supplied by the rider and the child needs to be properly secured in the seat.
- Riders will be required to be able to get in and out of a vehicle with minimal assistance.
- Each client will need to fill out an Initial Intake Form and sign a Rider Waiver Form in order to participate in the program within 48 hours of travel time.
- In order to secure a driver for a transportation request, the administrator must be given the Transportation Request
- The service will be door to door. Drivers will **NOT** enter the rider's home. Riders must be ready at time of pick-up. Driver will wait for ten minutes and if the rider is not ready will leave. The rider will have to go through the registration process to rebook the ride. If the rider is a no show for three times in one month, without an acceptable excuse, they will not be allowed to schedule a ride.

What are the destination guidelines?

- Rides are not for any type of emergency medical transportation. If there is an emergency the rider needs to call 911.
- Service limit would be a 50 mile round trip. From the Lansdale area – this would include Doylestown, Quakertown, Norristown, Willow Grove and Philadelphia. The service would be able to cross county lines.
- It can be utilized once a week. If under special circumstances, rider needs additional service, special exceptions can be applied.

- There is no reimbursement for mileage at this time nor any additional insurance provided to the driver. Drivers will be encouraged to keep a record of their mileage for tax purposes.
- Rider will be responsible for all tolls, parking and other fees occurred during the trip.

Are there specific usages for the service?

- As long as the individual complies with the utilization guidelines, there are no usage limitations for the type of trip. For example, the rides can be scheduled for recreational purposes as well as transportation to medical appointments.

Who can be a volunteer?

- Volunteers must be 18 years of age, own their own vehicle and have proof of automobile insurance.
- A criminal background check will be required and it is the volunteer's responsibility to pay for that check.
- Volunteers will be able to choose the day and times that they would drive.
- Volunteers will be required to complete a Volunteer Driver Application Form and sign a Volunteer Driver Waiver Form. A monthly orientation program will be held for new drivers where they will receive written guidelines on how to be a successful volunteer driver.

Insurance and Liability

- In a volunteer driver program, the volunteer driver's personal insurance is the first line of coverage in the event of property damage or bodily injury. A volunteer driver's insurance rate should not be impacted by their decision to provide a ride. Insurance premiums are based on miles driven, not who is riding in the car.
- So long as no payment is received for the service that the volunteer provides, the "vehicle for hire" exclusion would not apply.

What is The Volunteer Protection Act of 1997 and how does it pertain to our Volunteer Driver Program?

Volunteers for a nonprofit 501(c) 3 are protected from lawsuits under the provisions of the Volunteer Protection Act of 1997. The Act generally provides that, if a volunteer meets certain criteria, he or she has a complete defense to an action and had no liability. Under the Act a "volunteer" is anyone who:

Performs services for a nonprofit organization or government entity; and

Receives no compensation other than reasonable reimbursement for expenses incurred and does not receive anything of value in lieu of compensation of more than \$500 per year.

The Act does not provide liability cover for someone who commits a criminal act while volunteering, nor does it protect a volunteer for harm resulting from “gross negligence”, reckless misconduct or a conscious flagrant indifference to the right or safety of the individual harmed by the volunteer. Additionally, the Act excludes coverage for automobile accidents and stipulates that protection for driving accidents is otherwise provided by State requirement that drivers be appropriately licensed and that drivers maintain insurance.

For example – if a volunteer who has been recruited by the nonprofit organization is involved in an automobile accident, the volunteer is not covered by the Volunteer Protection Act but will be covered by their personal auto insurance. If a person is being helped by a volunteer for the same nonprofit to walk from the vehicle into their home, or into the doctor’s office and the volunteer is carefully assisting their rider without negligence, the volunteer would have liability coverage under the Act.

Both drivers in the program and individuals participating in the program will be required to a written release forms limiting liability to the administrative organization and to the driver. Without signing the waiver, neither drivers nor riders can participate in the program.

Supportive Transportation will be provided in the event one driver would like to team with another.

RIDER INITIAL INTAKE FORM

MUST BE FILLED OUT COMPLETELY

RIDER'S NAME: _____ ADDRESS: _____

WILL THIS ADDRESS BE THE PICK UP LOCATION: _____ IF NOT, PICKUP LOCATION: _____

HOME PHONE: _____ CELL PHONE: _____ EMAIL ADDRESS: _____

AGE OF PARTICIPANT: 0 - 8 _____ 8-16 _____ 19-24 _____ 24-40 _____ 40- 65 _____ 65 - 75 _____ 75-85 _____ 85 + _____

DOES RIDER HAVE ACCESS TO A PERSONAL VEHICLE (PLEASE CHECK) - THEIRS _____ RELATIVE'S _____ FRIEND'S _____ NEIGHBOR'S? _____

IS RIDER ABLE TO ACCESS PUBLIC TRANSPORTATION? _____ RIDE PUBLIC TRANSPORTATION? _____

CAN RIDER UTILIZE TRANSNET PROGRAMS FOR THIS TYPE OF RIDE? _____ IF NOT WHY NOT? _____

WHAT IS THE RIDER'S PRIMARY LANGUAGE? _____ DOES RIDER UNDERSTAND ENGLISH? _____

IS RIDER ABLE TO GET IN AND OUT OF A VEHICLE WITH MINIMAL ASSISTANCE? _____

DOES RIDER USE WHEELCHAIR; WALKER; ATTENDENT; OTHER: _____

WILL A CHILD BE TRANSPORTED? _____ AGE OF CHILD: _____ DO YOU HAVE THE APPROPRIATE CAR SEAT? _____

ARE YOU ABLE TO SECURE THE CAR SEAT IN A PROPER MANNER? _____

EMERGENCY CONTACT PERSON: _____ EMERGENCY PHONE NUMBER: _____

REFERRING AGENCY OR INDIVIDUAL: _____ PHONE NUMBER: _____

YOUR PHYSICIAN'S NAME.: _____ PHONE: _____

ANY ADDITIONAL DIRECTIONS/COMMENTS: _____

FOR OFFICE USE ONLY

Is client, under established guidelines, eligible to participate in the Volunteer Driver Program?

If not, what are the reasons? _____

Are there any restrictions that might effect their participation? _____

Ridership Release and Waiver Form

In order to participate in the Volunteer Rider Program, the rider must sign the following release.

The Volunteer Rider Program provides transportation for persons deemed eligible to participate by the information provided on the Rider Intake Form. The transportation for the program is provided by volunteer drivers using their own vehicles. The volunteer drivers do not have first aid, CPR training or special training in passenger assistance techniques.

The undersigned understands and expressly assumes all risks involved in participating in the program.

The undersigned shall indemnify and hold harmless The Partnership Transportation Management Association of Montgomery County, the Greater North Penn Collaborative for Health and Human Services, the referring agency named on the Rider Intake Form and their officials, employees, and agents from and against any and all liabilities, judgments, settlements, losses, costs or charges (including attorney fees) incurred as a result of any claim, demand, action or suit relating to any bodily injury (including death) losses, property damage caused by, arising out of, related to or associated with this activities.

Printed Name of Rider

Date of Signature

Signature of Rider

VOLUNTEER DRIVER APPLICATION FORM

Date: _____

Name: _____

Address: _____

Phone: (H) _____ (W) _____ (C) _____

Email: _____ Are You Bilingual? _____ Language: _____

Are you currently employed? _____ Employer: _____

How did you hear about the program? _____

Availability to Volunteer – Program Operates Monday through Friday 9 am to 4:30 pm

Mon _____ Tues _____ Weds _____ Thurs _____ Fri _____
AM PM AM PM AM PM AM PM AM PM

Put me on a call list: _____

ALL OF THE FOLLOWING HEALTH INFORMATION WILL BE KEPT CONFIDENTIAL

GENERAL HEALTH

Please list medical conditions that may restrict your work as a driver. This information does not necessarily disqualify you from becoming a volunteer. It will assist us in matching you with the appropriate rider.

Do you wear glasses or contact lenses while driving: Yes _____ No _____

Do you wear a hearing aid: Yes: _____ No: _____

Do you have a current driver's license? _____ Expiration Date: _____

DRIVER'S LICENSE

(Please provide a copy of your license). We will submit your license for DMV review for validity and violations. Your signature indicates your acceptance of this.

Signature: _____

LIABILITY INSURANCE

I understand that when I use my personal vehicle in my driver volunteer service, I am required to keep in effect automobile liability insurance equal to the minimum limits required by Pennsylvania. (Please provide a copy of your current insurance card.)

Signature: _____

CRIMINAL BACKGROUND CHECK

I understand that I am responsible for obtaining a criminal background check and providing it before I am assigned any riders. The driver is responsible for paying for this check.

Signature: _____

DRIVER ORIENTATION

New drivers will be required to attend an orientation and receive guidelines including a variety of topics such as cell phone and texting regulations, driver last minute cancellation policy, drug and alcohol policy and contact information

Signature: _____

I hereby declare the information given by me in this volunteer application is true, correct and complete to the best of my knowledge. Until the application is complete with all of the attachments, I will not be assigned a driving assignment. While serving as a volunteer driver I understand that all information regarding riders (obtained while driving, or in any other way) is to be held in strictest confidence. I authorize the contact of listed references.

Signature: _____ Date: _____

VOLUNTEER DRIVER DISCLAIMER, WAIVER AND INDEMNIFICATION

By signing below, the undersigned hereby releases, waives and holds harmless the Partnership Transportation Management Association (PTMA) and the Greater North Penn Collaborative for Health and Human Services (NPC), its members, employees, volunteers and agents (collectively known as Organizations' Representatives) from any and all suits, claims, damages, losses, injuries (including property damage, bodily injury or death), and any other compensable loss of any type (collectively Claims) to you and your family directly or indirectly arising out of your participation in the Volunteer Driver Program, or out of actions, conduct or inaction of the volunteers, whether or not the negligence of the Organization or Organizations' Representatives contribute to or cause the Claims. This release does not apply to the extent the Claims are caused by the gross negligence or willful or wanton misconduct of the Organization or Organizations' Representatives. You further agree to defend and indemnify the Organization and the Organizations' Representatives from any and all Claims directly or indirectly arising out of negligent, reckless or willful acts or omissions of you or your family.

I CERTIFY THAT I HAVE READ AND UNDERSTAND THIS AND AGREE

_____	_____
NAME	DATE
_____	_____
SIGNATURE	WITNESS SIGNATURE

In order to participate in the program, you agree to:

- Keep current your automobile insurance, auto registration and your driver's license;
- Read, and agree to abide by the Volunteer Driver Policies and Procedures
- Understand that in the course of your work as a volunteer, you may be exposed to medical, financial, or personal information pertaining to participants and/or families. You understand and agree that this information is to be kept strictly confidential and will not be shared with anyone. You further understand that divulging any of this information may result in your immediate dismissal from your volunteer role with the program.
- Call 911 and alert the Volunteer Driver Program Manager if a situation arises that concerns you about the safety of the client or yourself, contact the PTMA about any concerns or situations that arise from the program by calling 866-507-4857. If for any reason you are not comfortable with the participants assigned to you, please let the PTMA know and another driver will be assigned as soon as possible.

Signature

Date

Volunteer Drivers Policies & Procedures

Driving Regulations: Accident prevention and safety is of primary importance. Laws must be adhered to while driving as part of the Volunteer Driver Program. The following safety and conduct steps highlight critical rules for all vehicle operations:

1. The driver and all occupants of the vehicle must wear seat belts at all times. NO EXCEPTIONS.
2. When transporting a child, they must be appropriately secured in an approved child safety seat/restraint per PA laws, and placed in the back seat.
3. The driver may not operate a cell phone, including hands-free sets, while vehicle is moving or idling. A cell phone may be used when the driver has pulled off the road and put the car in park. The same rule applies to texting. Volunteers violating this policy are subject to being removed as a volunteer driver.
4. If the volunteer needs to eat a meal, they must be eaten at an eating establishment or when the vehicle is parked.
5. The vehicle may not be operated when the driver's ability is impaired for any reason including but not limited to fatigue, alcohol, drugs or prescribed medications that advise against driving.
6. The purchase, transport or consumption of alcohol in or while operating a vehicle, while driving is grounds for immediate termination.
7. Volunteers must adhere to safe driving practices at all times.

Procedures in Case of Motor Vehicle Accident: If you are involved in a vehicle accident, you are required by law to:

Stop at the scene of the accident or as close as you possibly can without blocking traffic.

Call 911 immediately to report the location and any known or possible injuries to those involved.

If the accident results in minor damage and no injury, move the vehicles to a safe place before contacting the police.

Give any help you can if someone is obviously injured. Do not attempt to move an injured person unless you have the necessary medical training or if there is an immediate danger such as fire.

Accidents on public or private property, or that include injury, death, vehicle or property damage must also be reported as soon as possible.

Exchange information with the other people involved in the accident. This includes name, address, driver's license number, phone number and insurance company name. Remember as a volunteer driver your insurance will be the responsible party.

If you are involved in an accident with an unattended vehicle, you must make a reasonable effort to find the owner. You must also make a reasonable effort to locate the owner of other property that may be damaged. If no owner can be located, leave a note that includes the date and time of the accident along with the information described above. You must also report the accident to the police within 24 hours.

In addition to procedures required by law, there are accident procedures for the agency procedures that must be followed:

Contact the Volunteer Driver Program Manager and provide the following information for the organization's records:

- a) Driver's account of how the accident happened
- b) Extent of injuries (if any) and property damage
- c) Whether medical attention was required/sought
- d) Identity of other persons involved in the accident
- e) Witnesses, if any
- f) Copy of the police report

If a rider was in the car, a careful assessment should be made as to whether medical evaluation should be conducted by a trained professional (EMT, medical facility). In cases where the police or rescue squad has been called, the assessment of this is their responsibility.

Contact your own insurance agent as soon as possible. The driver must, with help from Program Manager, complete a critical incident report that includes all of the information reported.