

Personal Safety & Health / Liability

Policy 1510

Revised: January 31, 2021

Purpose

BRPC is committed to providing a safe and healthy environment for our programs, projects, and events. To that end, it is our intent to provide a safe and secure environment for our **Team Members** and constituents.

Definitions

See Definitions and Abbreviations section

Threats / Violence

BRPC is committed to providing a safe work environment that is free of violence or the threat of violence. Threats, threatening behavior, or acts of violence against **Team Members**, visitors, or other individuals by anyone on **BRPC** property or at a **BRPC** event will not be tolerated. Anyone found threatening or committing violence on **BRPC** premises or at **BRPC** events will be escorted immediately from the premises. If they are a **BRPC Team Member**, they are subject to immediate termination.

Working with the public calls for **Team Members** to be courteous and supportive, often in challenging situations. However, **Team Members** are never expected to endure any form of abuse (whether verbal, physical or threatened) from anyone. **Team Members** are not expected to work in any environment they consider unsafe.

Accidents & Injuries

If anyone is injured at **BRPC**, or in connection with **BRPC** services and events, it is important to notify the relevant **Program Director** or **Supervisor** immediately and, as soon as possible, to complete and submit an **Incident Report**. **Incident Reports** should be filed with the relevant **Program Director** and copied to the **Executive Director**.

Drugs

BRPC does not tolerate the use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of illegal drugs in connection with any of its events and programs. **Team Members** found in violation of this policy will be subject to disciplinary action up to and including termination.

The legal use of prescribed drugs is permitted during **Team Members** service only if it does not impair a **Team Members'** ability to perform the essential functions of the **Team Members** position effectively and in a safe manner that does not endanger other individuals in the workplace. **Team Members** must advise their supervisor if they are taking any prescription or over-the-counter drug which could adversely affect safety or performance.

Alcohol

Alcohol use at **BRPC** events is allowed as permitted under the law and as permitted by **BRPC** for that event. When alcohol is served at a **BRPC**—sponsored event, **Team Members** who consume alcohol are expected to consume in a responsible and legally compliant manner. Anyone serving alcohol must have received ABC certification within the past three years and have provided a copy of their certificate to **BRPC**. **Team Members** may not serve alcohol if they have recently consumed it in any quantity.

Weapons

Possession or use of weapons, including but not limited to firearms, knives, or martial arts paraphernalia by **Team Members** or visitors on **BRPC** property or at **BRPC**- sponsored events is strictly prohibited.

Transportation

Team Members are not permitted to transport clients under any circumstances. No volunteer may operate a vehicle in performance of **BRPC** business without appropriate insurance and licenses.

Personal Property

BRPC is not responsible for lost or stolen personal property. **BRPC** will not reimburse a **BRPC Team Members** for any personal property.

Liability and Liability Coverage

BRPC's general liability coverage protects volunteer **Team Members**, with some limitations and exclusions, for covered injury or damage that results from activities or service that **Team Members** conduct or perform at **BRPC's** direction and within the scope of their duties for **BRPC**. **BRPC's** general liability coverage does not provide coverage to **Team Members** themselves for liabilities they may have incurred for their actions. In some instances, **Team Members** must sign a **Waiver and Release Agreement** absolving **BRPC** of liability when they voluntarily and knowingly subject themselves to certain risks while performing services on behalf of **BRPC**.

Title 42 § 14503: The Federal Volunteer Protection Act of 1997

In 1997, the U.S. Congress passed the Volunteer Protection Act. The law was designed to at least partially immunize charitable and nonprofit volunteers, including **Directors**, officers, and trustees, from liability for acts performed in the course of their volunteer duties and to mitigate several social ills perceived by Congress.

Extent of volunteer liability and covered organizations

Under the statutory provisions, no volunteer of a nonprofit organization or governmental entity can be held liable for harm (which is defined as physical, non-physical, economic, and non-economic losses) caused by an act or omission of a **BRPC** volunteer if:

- the volunteer was acting within the scope of the volunteer's duties for **BRPC** at the time of the act or omission;
- the volunteer was properly licensed, certified, or authorized by the appropriate authorities, if such license, certification, or authorization is required, for the activities performed;
- the harm was not caused by willful or criminal misconduct, gross negligence, reckless misconduct, or a conscious, flagrant indifference to the rights or safety of the individual harmed by the volunteer; and
- the harm was not caused by the volunteer operating a motor vehicle, vessel, aircraft, or other vehicle for which the state requires the operator or owner of the vehicle or possess an operator's license or maintain insurance.

The statute states, however, that the limitation on volunteer liability does not apply in the following circumstances:

- when the misconduct constitutes either a crime of violence (as defined in the United States Code) or an act of international terrorism for which the volunteer has been convicted in any court;
- when the misconduct constitutes a hate crime as defined in the United States Code;
- when the misconduct involves a sexual offense under state law for which the volunteer has been convicted in any court;
- when the misconduct involves a deed for which the volunteer has been found to have violated a federal or state civil rights law; or
- when the volunteer was under the influence of alcohol or any drug at the time of the misconduct.

In addition, the statute does not preclude civil actions brought by **BRPC** against its volunteers and does not affect the potential liability of **BRPC** for acts committed by its volunteers.

Monitoring, Responding, Reporting

Complaints regarding violations of personal safety shall be investigated promptly, and when appropriate, corrective action will be taken to remedy the situation. Report any violation using an **Incident Report Form**. The incident report form should be given to the relevant **Program Director** and copied to the **Executive Director**.

Forms

- Accident / Incident Report Form
- Waiver and Release Agreement