

Riders Club of America (RCA) – Policies

a. Privacy – We respect and are committed to protecting your privacy. We may collect personally identifiable information when you visit our site. We also automatically receive and record information on our server logs from your browser including your IP address, cookie information and the page(s) you visited. We will not sell your personally identifiable information to anyone.

b. Security – Your credit card information is always safe. Our Secure Sockets Layer (SSL) software is the industry standard and among the best software available today for secure commerce transactions. It encrypts all of your personal information, including credit card number, name, and address, so that it cannot be read over the internet.

c. Refund – Due to the nature of a service based organization, we do not provide refunds for any services already delivered. Your annual fee is used to establish and maintain your account in our system, and is not refundable. If you choose to discontinue using RCA for your transportation needs, we encourage you to forward all remaining funds to a charity of your choice. If you would prefer a refund of the unused balance, we will assess a 25% processing fee up to \$100, with a minimum fee of \$10. Refunds can ONLY be distributed to the most recent provider of funds to a specific account.

d. Unscheduled Ride Changes – Our drivers must be managed a day in advance in order to ensure that they do not drive over their expected time for a week. Riders who add a destination on a day of travel will be given one verbal warning that this is not acceptable. Repeat rider offenders will be charged a minimum of \$25 above the cost of the transport and may be removed from future service.

e. Conflict of Interest – Any member of the board who has a financial, personal, or official interest in, or conflict (or appearance of a conflict) with any matter pending before the Board, of such nature that it prevents or may prevent that member from acting on the matter in an impartial manner, will offer to the Board to voluntarily excuse him/herself and will vacate his seat and refrain from discussion and voting on said item.

f. Emergency / Disaster Plan – In the event of a major event which disrupts the operation of the office, the following Emergency / Disaster Plan will be deployed:

1. Since our primary server is located remotely, access to all information is already available off site. Significant disruption of service should be minimal.
2. All phone lines will be forwarded to the local director's cell phone until a suitable alternate location can be identified.
3. Equipment which directly affects the operation of the office will be moved to the alternate location as soon as/if feasible.
4. Riders will be apprised of changes on an as needed basis.
5. Drivers will be updated appropriately on first contact after event.
6. Location will be evaluated for replacement.

g. Grievance (staff/client) – No place of employment is perfect, and procedures need to be placed to allow differences to be shared. We hope individuals will try to reconcile differences on an individual basis. Should this not be possible, to resolve a problem quickly and fairly, the Organization has developed a grievance procedure using the following steps:

1. If you have a problem, notify your supervisor immediately. Most difficulties can be settled promptly at this point. The supervisor shall respond in writing within five (5) days of meeting with you.
2. If the problem is not resolved to your satisfaction you (and a co-worker of your choice, if you wish) may go to the Human Resources manager and verbally explain the problem to him/her; or you may instead submit the problem to him/her in writing. This step should be taken within five (5) working days after your supervisor has given his/her decision or after the incident giving rise to your grievance, whichever is later. If the circumstances require it, the [previously identified official] will conduct an investigation.

3. Following his/her investigation, the human resource manager will respond in writing to your grievance. The decision shall be final.

h. Discrimination/Affirmative Action (staff/client) – RCA does not discriminate in our employment practices, volunteer opportunities, or delivery of programs and services on the basis of race, color, religion, gender, national origin, ancestry, age, medical condition, disability, veteran status, marital status, sexual orientation, or any other characteristic protected by law. RCA does not allow participation by those with a felony conviction which involved threatening or harming people directly (aggravated felony). All drivers and riders will be evaluated against the local sex offender registry and a background check will be performed. Neither those listed on the Sex Offender Registry nor those with an aggravated felony will be allowed to participate in RCA.

i. Codes of Conduct for Volunteer Drivers –

1. I will conduct myself with dignity, courtesy and consideration. I will be friendly, understanding, and courteous when serving. (I will smile and be nice!)
2. I realize, since I am a volunteer, I do not receive payment for my time. I will not accept tips from passengers.
3. Having been accepted as a volunteer, I will provide service according to the standards of paid staff and treat my volunteer work as seriously as if I were paid for it.
4. As a volunteer driver, I will not make derogatory or discriminatory remarks to or about passengers because of race, color, creed, religion, national origin, sex, sexual preference, disability, marital status, or status with regard to public assistance.
5. I will not impose my religious beliefs or lecture passengers.
6. I realize that sexual harassment or contact with passengers is inappropriate and not allowed.
7. I will not use alcoholic beverages or mood altering drugs while serving as a volunteer driver.
8. I will be punctual in the performance of my duties.
9. I understand I must respect the privacy rights of my passengers I serve.
10. I recognize that as a volunteer driver, I represent RCA. I have an obligation to my work, to those who direct it, to the passengers and to the public to uphold these codes of conduct.

j. Drug Free Workplace –

1. RCA's employees and volunteers are prohibited from the unlawful manufacture, distribution, possession or use of a controlled substance at any of the facilities of RCA or during any of the programs offered by RCA.
2. Any violations of #1 will be considered to be "Just cause" for suspension and/or discharge under the procedures of RCA.
3. As a condition of employment or registration as a volunteer, each employee or volunteer will:
 - a. Abide by the terms of #1 above and;
 - b. Notify RCA in writing of any criminal drug status conviction for a violation occurring in the workplace no later than five calendar days after such conviction.
4. RCA reserves the right to request a drug test at its expense at any time. Refusal to take the test is grounds for termination.
5. RCA will notify grantor agencies in writing within ten calendar days after receiving notice under #3b as referred to above, with respect to any employee or volunteer who is so convicted and will:
 - a. Take appropriate personnel action against such employee, up to any including termination; or
 - b. Require such an employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement or other appropriate agency.

The employee and/or volunteer acknowledges by signature below that he/she has:

- a. Been given a copy of this statement;
- b. Reviewed this policy statement, and;
- c. Understood the policy statement.

A copy of the policy will be maintained in the volunteer's Personnel File.

k. Confidentiality – All people have an inherent right to privacy regarding their particular problems and circumstances. Therefore, it is most important in a staff position, be it volunteer or salaried, that we treat all information received during the course of our activity at the agency, as confidential. Such must be shared among fellow

staff when it is appropriate and legal to do so, but we must always be on guard against repeating information to anyone outside of the volunteers or the Program Coordinator in RCA. Even the sharing of details of a particular situation without using names and places can be a breach of confidentiality, as others who over hear may be in just the right position to figure out who you may be discussing. The world is smaller than we sometimes think. If asked what you do as a volunteer staff person, describe your responsibilities in general terms. Avoid commenting on a client's capabilities or circumstances. If asked why a passenger is receiving a ride, for example, you might simply say, "There can be many reasons, and it would not be appropriate for me to comment." To those who continue to probe for details or examples of a personal nature, one can always say something like, "I'm sure you can understand it is unprofessional for me to give specific information. You would expect the same privacy if you were in need of help." Should you meet an acquaintance while with a client you are assisting, introduce the client as you should any friend. "This is my friend, (give first name only); we're on our way to the library (or whatever place or general activity it is)." Be as normal as the situation calls for. Approach all situations with HIPAA compliance in mind.

I. Code of Ethics – This code of ethics governs the performance of RCA (hereinafter called RCA) officers, employees, board members, volunteers, and agents, (representatives) engaged in the administration of contracts supported by Federal assistance. Any employee in violation of these policies is subject to disciplinary action as outlined in the Employee Handbook. Any officer or board member who violates these policies will be subject to disciplinary action as determined by a majority vote of the Board of Directors. Any volunteer who violates these policies will be subject to disciplinary action as determined by the Manager of the program in which the person volunteers.

1. **Gifts:** Representatives shall not accept gratuities, favors, gifts, or anything of monetary value (over \$5.00) from present or potential contractors or sub-recipients.
2. **Personal Conflict of Interest:** Representatives who participate in the selection, award, or administration of a contract supported by Federal funds are prohibited from a real or apparent conflict of interest. Such a conflict would arise when any of the parties below has a financial or other interest in the entity selected:
 1. An RCA representative;
 2. Any member of his or her immediate family;
 3. His or her partner;
 4. An organization that employs, or is about to employ, any of the above.

Organizational Conflict of Interest: RCA is prohibited from real or apparent organizational conflicts of interest. Such a conflict when the nature of the work to be performed under a proposed third party contract may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or impair its objectivity in performing the contract.

Bonus or Commission: RCA affirms that it has not paid, and agrees not to pay, any bonus or commission for the purpose of obtaining approval of its application for Federal financial assistance.

Restrictions on Lobbying: RCA agrees to comply with the provisions of 31 USC 1352, which prohibits the use of Federal funds for lobbying any official or employee of any Federal agency, or member or employee of Congress. In addition, even though no Federal funds are used, RCA agrees to disclose any lobbying of any official or employee of any Federal agency, or member or employee of Congress in connection with Federal assistance and to comply with USDOT regulations "New Restriction on Lobbying" 49 CFR Part 20.

Employee Political Activity: The terms of the "Hatch Act" 5 USC Section 1501 through 1508, and office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees, 5 CFR Part 151, apply to supervisory employees of RCA.

False or Fraudulent Statements or Claims: RCA acknowledges that it will not make a false, fictitious, or fraudulent claim, statement, submission or certification in conjunction with any program supported by Federal assistance. RCA is aware that Federal penalties could be imposed in conjunction with any program supported by Federal assistance.

m. Concealed Weapon – Those affiliated with RCA are restricted from carrying weapons of any kind while participating in an RCA service or event. Weapons are defined as any kind of gun, knife or blade over four inches in length. Any other item that serves to cause harm to another person is also considered a weapon.

n. Front Seat – All riders under 18 years of age and riders under 90 pounds of weight will ride in the back seat during rides with RCA.

o. Discipline – Continued misuse of service, volunteer drivers, staff, or anyone associated with RCA or any of its affiliates will result in discipline up to and including termination of service. Annual fee and remaining balance will be forfeited.

p. Clean-up – If a “mess” occurs during a transport, the cleaning cost will be deducted from the Rider Account of the rider associated with the incident.