



City of South Lake Tahoe Volunteer Corp Manual

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Please feel free to direct any questions to:

City of South Lake Tahoe
1901 Airport Road
South Lake Tahoe, CA 96150
Phone: 530-542-6050
Fax: 530-542-7411



Dear prospective volunteer:

We are grateful for your interest in volunteering. In the words of Steven Covey, "When people combine their own efforts with the efforts of others, they not only achieve great partnerships, they achieve their own greatest success." You and the many other volunteers at work on our various City programs and projects have the power to improve the quality of life in our community.

Attached is an application for the City of South Lake Tahoe Volunteer Corp program and a general interest form. We ask you to complete these so that we can make every effort to offer assignments that meet your interest and needs. Additionally, you will have an opportunity to meet with the department before you commit your time and energy.

We also want to make you aware that we have established program policies and procedures that protect volunteers, citizens, and the City. Depending upon the type of assignment you undertake, the procedures may include fingerprinting and background checks, DMV record review and liability waivers, among others. We will make you aware of any such requirements at the time of your initial interview.

Again, thank you for your willingness to work toward improving our community. We look forward to welcoming you to the Volunteer Corp program.



**VOLUNTEER CORP
ACKNOWLEDGEMENT OF WORKERS' COMPENSATION**

I hereby acknowledge that as a volunteer for the City of South Lake Tahoe in the capacity of _____, I am not an employee of the City, but that I am covered under the City's workers' compensation plan since the City provides coverage to certain volunteers in specified categories pursuant to Labor Code Section 3363.5.

As a volunteer who is covered under the City's workers' compensation plan, I expressly agree and acknowledge that workers' compensation is my exclusive remedy for any injury suffered while performing said volunteer duties, and that I cannot and will not seek to bring any other claim or actions of any type whatsoever against the City, its employees, officers, agencies, other volunteers and officials.

Date: _____

Signature: _____

Print Name: _____

Parent or Guardian Signature (if minor):

Witness: _____

VOLUNTEER CORP PROGRAM HANDBOOK

I. OVERVIEW

The Volunteer Corp program is designed to coordinate and manage all volunteer efforts, which support existing services provided to the community. The program addresses community service needs, while placing special emphasis on the City's priorities. With this in mind, it is important to effectively match individuals and others interested in providing volunteer services to City departments that have essential and exciting and fun community service opportunities.

The purpose of this handbook is to provide guidance and direction to staff and volunteers alike. As you begin volunteering for the City, you may have questions. This handbook is intended to help you answer those questions and to give you the information necessary to help make your time spent volunteering a positive experience.

II. MISSION

The City's volunteer program is committed to encouraging community participation and the comprehensive coordination of volunteers to enhance municipal services.

The volunteer program objectives are:

- A. To develop a reliable and varied skilled network of human resources to support the delivery of services to the community.
- B. To provide opportunities for all segments of the community to participate in local government.
- C. To bring together volunteer resources and augment municipal services including, but not limited to the following areas: recreation services, park maintenance, , gang and substance prevention, public safety, information and service referrals, and maintenance of City facilities and other public grounds.

III. BECOMING A VOLUNTEER

We are pleased that you have expressed interest in becoming a volunteer with the City. Others like you have volunteered for many reasons, including learning new skills, meeting new people or making a difference in our community.

Each volunteer must complete an initial information form and workers compensation acknowledgement form. It is important for us to know of any medical conditions which may affect your volunteering. If you are a minor, your parents must also sign these forms. No one may volunteer unless a completed workers compensation acknowledgement form is on file with the Human Resources Department.

All volunteers go through a screening process and must be accepted by the City as a volunteer. The amount of screening will depend upon the type of volunteer opportunity

you choose. A minimum of two references will be contacted. Also, fingerprinting, a motor vehicle driving record check, and/or a criminal record background check may occur.

Upon completion of the application process, you will receive an orientation from the Human Resources Department or department representative. You will also receive specific training from the staff member to whom you will report.

IV. BEING A VOLUNTEER

A. Definition

Any individual or organization who contributes personal services to the City without expectation or receipt of compensation including short term and single project assignments. A volunteer:

- is an individual who is at least in high school and who performs hours of service in a City department for civic, charitable, health, humanitarian, recreational, public safety or general welfare reasons, without promise, expectation, or receipt of compensation for services rendered, except for reimbursement of expenses.
- is not a volunteer if the individual is otherwise employed by the City to perform the “same type of services” as those for which the individual proposes to volunteer.

B. Types of Volunteers

1. Volunteers for short duration (less than a week) or for a one-time projects - A number of volunteer projects call for one-time volunteers or only for very occasional projects such as once or twice a year. For these projects, it is not practical to formally enroll each volunteer. Records should be kept at the department level of the names of the volunteers and their service, including the following information for department records:
 - Name/address of volunteer
 - Number of hours each one-time-only or occasional volunteer worked (may be estimated)
 - Total number of volunteers engaged in the project
 - Signed copy of the Volunteer Program Acknowledgement of Workers' Compensation form
 - If City equipment is to be used – The volunteer must demonstrate proficiency and knowledge of any City equipment to be used. If training is required on the equipment, the City will need to document the date of the training, the content of the training, and by whom the training was provided.
2. Volunteers for assignments of an on-going nature, including organizational volunteers - All applicants for these types of volunteer positions with the City of South Lake Tahoe must complete the following forms:

- Volunteer Program Application
- Volunteer Program Acknowledgement of Workers' Compensation form
- Volunteer Program Volunteer Agreement with the City
- Volunteer Program Volunteer Service Statement
- Volunteer Program Volunteer Bill of Rights
- Volunteer Program Time Sheet
- If City equipment is to be used – The volunteer must demonstrate proficiency and knowledge of any City equipment to be used. If training is required on the equipment, the City will need to document the date of the training, the content of the training, and by whom the training was provided.
- DOJ fingerprinting and criminal background form (only if the volunteer will be assigned to the Police Department and/or have unsupervised access to children or developmentally disabled adults)

C. City Policies

There are several City policies that apply to volunteers. Please refer to the Section VI for highlighted information regarding these issues and policies. Complete copies of these policies are available from the Human Resources Department.

D. Insurance

Liability insurance is provided to you as a volunteer for the City. As a volunteer, you are covered by the City's general liability policy so long as you are acting within the scope and course of your assigned duties.

Automobile insurance follows the automobile. If you are driving a City vehicle, City insurance will be in effect. Likewise, if you are driving your own vehicle, even while on City business, your automobile insurance will be applicable on a primary basis per the California Vehicle Code, CVC 17152. The minimum level of coverage is: Bodily Injury - \$100,000 Each Person, \$300,000 Each Occurrence; Property Damage - \$50,000 Each Occurrence.

We conduct a motor vehicle driving record check for all volunteers who drive as part of their volunteer work, so we ask that you provide proof of insurance and a copy of your driver's license to the Human Resources Department if this applies to you.

E. Expenses

Volunteers are reimbursed for expenses which have been pre-approved by the supervisor. Mileage will also be reimbursed if pre-approved by the supervisor. You may, however, claim a mileage tax deduction instead of taking the reimbursement. Please consult with your accountant or the Internal Revenue Service for current mileage reimbursement rates or tax benefits. If you do choose to claim mileage, you will be required to complete the City's travel claim

reimbursement form and obtain approval from the supervisor before payment can be made to you.

You may also be eligible for a number of other tax benefits as a volunteer under the general charitable contribution deduction of the Internal Revenue Code. Deductions are explained in Internal Revenue Service Publication Number 526, Income Tax Deduction for Contributions. A copy of this document is available in the Human Resources Department. Please be sure and check with your tax advisor or the Internal Revenue Service for specific deductions allowed, as the City does not provide this service.

F. Volunteer Hours

The City must keep track of the hours you volunteer to assure coverage under our self-insured liability and workers' compensation programs. Time records are used to determine how service levels have increased and which services have been enhanced by volunteers. Timesheets are to be filled out each time a volunteer works and turned in at the end of the month. Each volunteer is asked to follow this practice. Volunteers might also want to maintain this record to document their experience and commitment.

G. Placement and Schedules

Work schedules of volunteers are diverse and varied depending on the department, program, and/or location of volunteers. Volunteers should work with their supervisor to set a schedule that is mutually acceptable. If a volunteer cannot make it to his or her assignment on a scheduled day, the volunteer should notify his or her job supervisor as soon as possible.

H. Volunteer Duties

A description of your assignment will be developed prior to your volunteer placement so that you are provided a clear, complete, and current description of the duties and responsibilities of your assignment. In addition, a listing of volunteer assignment qualifications, a designated work space, if applicable, and supervisor will also be provided.

You may not perform professional services for which certification is required, unless you already hold the appropriate certificate or license, and have received approval from the Human Resources Department. Upon seeking approval, please make sure to provide copies of any certificates or licenses, including any special driving licenses, first aid or CPR certification.

I. Problem Solving

If a problem should arise concerning any condition of your volunteering with the City, you should attempt to reconcile the matter with your supervisor. All volunteers are encouraged to attempt to settle problems or issues requiring attention within the department to which the volunteer is assigned. However, if you feel that a workable agreement or a satisfactory solution to your problem has

not been reached from discussion within the department, you may notify the Human Resources Department.

J. Other Responsibilities

- Keep your work commitment.
- Inform your supervisor if you have a planned absence.
- Accept training and participate in other job development activities.
- Adhere to all confidential requirements in the course of carrying out duties and responsibilities.
- Never use job knowledge or contacts for personal gain.
- Treat citizens, co-workers, and others with respect.
- Be aware of procedures and rules, including safety rules.
- Report all on-the-job accidents and injuries to your supervisor immediately.
- Report any unsafe practices or procedures to your supervisor.
- Cooperate and assist in the investigation of any work accident.
- Follow personal hygiene and grooming habits, as well as manner of dress, that allow you to safely complete volunteer duties.
- Obtain and wear/use any specialized safety clothing or equipment.
- Wear seat belts when driving on City business.
- Be cooperative by accepting instructions, guidance, and suggestions from staff.

F. CITY POLICIES

A. Risk Management/Human Resources

Risk management/human resources explore safety risks involved in work and volunteer tasks. The Risk management/human resources department minimizes any potential risks to the volunteer or City. This means that before volunteers begin their service, the supervisor is responsible for informing the volunteer of safe work practices as required for all employees. Any injury to the volunteer or losses to any third party which involved a volunteer must be reported and processed in accordance with existing City policies on matters of this nature.

B. Accidents in City Vehicles

In the event of an accident involving a City vehicle or your own vehicle, you should immediately contact the local police. You are also responsible for immediately notifying your supervisor, who will help you complete an accident investigation form along with any other required documents.

Any volunteer, during the course of volunteering, involved in a serious motor vehicle accident may be required to take a urine, blood or breath test to determine whether or not that volunteer's ability to drive was impaired by alcohol or a controlled substance as defined by state statutes. For purposes of this

policy, a serious accident is defined as one that injures someone, or where property damage exceeds \$750.

C. Smoking

Smoking is prohibited in all City facilities, including all City vehicles.

D. Alcohol

Volunteers shall not consume or possess alcoholic beverages when conducting any City business or on any City premises. Volunteers who violate this policy are subject to immediate dismissal.

E. Drugs

Any volunteer who uses, brings, possesses, or is suspected of being under the influence of any form of narcotic, drug, or hallucinogen, except prescribed drugs and under the direction of a physician, is subject to immediate dismissal. In addition, any volunteer who transfers, sells, or attempts to sell same on City property or while on City business, at any time, is subject to immediate dismissal.

F. Software Piracy

The City complies with all copyright laws for software programs installed and used on City-owned computers. Volunteers are expected to adhere to the City's policy, which includes prohibiting the use of unauthorized copies of software on City computers; prohibiting the installation of software on City computers that was not purchased through appropriate City policies; and understanding that all computers, software and computer information is City property. Therefore, all who use City computers cannot assume any right to privacy in such use.

G. Volunteers Serving Minors and Elderly Populations

The City will exercise appropriate care in the placement of volunteers into positions serving populations that include minors, the elderly or the frail, and individuals with disabilities. Depending on the nature of the assignment, volunteers may be required to be fingerprinted and submit to a background check. You will be informed if fingerprinting is required for your position. Volunteers who do not agree to the required screening may be refused an assignment.

H. Harassment

All City workers have a right to work in an environment free from all forms of discrimination and conduct which can be considered harassing, coercive, or disruptive. Consistent with the City's respect for the rights and dignity of each employee and volunteer, harassment based on race, color, religion, sex, national origin, age, disability, sexual orientation, or any characteristic protected by law, will not be sanctioned or tolerated.

I. Dismissal

Volunteers who do not adhere to the rules, policies, and regulations of the City, or fail to perform their assignments satisfactorily, are subject to dismissal. A volunteer may be dismissed at any time. The City reserves the right to request that a volunteer leave immediately if circumstances warrant such action.

J. Attendance Policy

Volunteers are expected to always be prompt and on time in reporting for their assignment. Being late may inconvenience those who are counting on your presence. If unforeseen circumstances make you late, please notify your supervisor in advance. For those times when you are ill and unable to work, call your supervisor or department as early in the day as possible. Failure to appear for your shift without notifying your staff supervisor may result in your dismissal from the volunteer program.

K. Use of Minor Volunteers

Because of various liability concerns, the City does not encourage the use of volunteers who are under fourteen (14) years of age. Some exceptions may be made if the minors work on a specific project as a group under direction of a leader of the group such as the Girl Scouts or Boy Scouts.

G. CODE OF ETHICS

We encourage you to read and practice the following code of ethics for volunteers:

As a volunteer, I realize that I am subject to a code of ethics similar to that which binds the professionals in the fields in which I work. Like them, I assume certain responsibilities and expect to account for what I do in terms of what I am expected to do.

- I will keep confidential matters confidential.
- I interpret 'volunteer' to mean that I have agreed to work without compensation, but having been accepted as a worker, I expect to do my work according to standards.
- I promise to work with an attitude of open-mindedness; to be willing to be trained for the assignment; to bring to the assignment interest and attention.
- I realize that I may have personal and educational qualities that my co-workers may not have and that I should use these to enrich the projects which we are working on together.
- I realize, also, that I may lack personal or educational qualities that my co-workers have, but I will not let this make me feel inadequate, but will contribute to the team with the assets that I have.
- I understand that I am expected to live up to my work commitment, and I will give ample notice if I cannot fulfill it.
- I believe that my attitude toward volunteer work should be professional.

- I believe that I have an obligation to my work, to those who direct it, to my colleagues, to those for whom it is done, and to the public.

H. VOLUNTEER RIGHTS

Each volunteer in the City is viewed as an important part of the organization's ability to get the job done. As a volunteer you are accorded rights as individuals and volunteers. Below are some of the rights volunteers may expect during their tenure with the City. In addition, please refer to Attachment A, the Volunteer Protection Act of 1997.

- Volunteers are to be treated with respect and courtesy.
- Volunteers are to receive proper training for the job to be done.
- Volunteers are to be informed about any reimbursement policy, e.g. for the use of private cars, etc.
- Volunteers are not to be discriminated against because of race, ethnicity, religion, gender, age, handicap, marital status, family, or sexual orientation.
- Volunteers will receive information on issues regarding legal protection, liability, and other concerns.
- Volunteers will be recognized for their efforts in providing program services.
- Volunteers will be treated as co-workers.
- Volunteers will know as much about the organization as possible.



VOLUNTEER CORP VOLUNTEER AGREEMENT

The City of South Lake Tahoe gratefully accepts _____ into its Volunteer Corp program. The City will do its very best to make the volunteer's experience productive, fun, and rewarding. To that end, this agreement addresses the commitments made by the City and the volunteer.

The City commits to the following:

- To provide training and support for the volunteer so that s/he may be confident in the assignment.
- To provide diligent guidance, supervision, and feedback on performance.
- To respect the skills, individual needs, and dignity of the volunteer.
- To be receptive to comments and suggestions from the volunteer.
- To treat the volunteer as an equal co-worker with paid staff, jointly responsible for the completion of the City's mission.

The volunteer commits to the following:

- To perform assigned duties to the best of his or her ability, and to inform the City if changes in his or her situation or health would interfere with the safe and timely performance of these duties.
- To adhere to City rules, policies and procedures, including recordkeeping and confidentiality of City and client information.
- To meet time and duty commitments, or to provide adequate notice so that alternative arrangements can be made.

Agreed to:

Volunteer: _____ Date: _____

Volunteer Coordinator: _____ Date: _____



VOLUNTEER CORP VOLUNTEER SERVICE STATEMENT

In performing the service specified in my volunteer job description, I acknowledge:

- I have attended the a volunteer orientation and have been given a copy of the Volunteer Manual, which includes my job description, policies and procedures and safety information;
- I have acquainted myself with what is required to perform my tasks, and represent that I have the skill and ability to perform them and know of no reason, medical or otherwise, which would prevent me from performing the tasks required;
- I will adhere to the safety training provided by the supervisor and assume full responsibility for my own safety;
- I will perform my volunteer service in compliance with the standards and specifications established for my position.

Volunteer Signature: _____ Date: _____



VOLUNTEER CORP VOLUNTEER BILL OF RIGHTS

On behalf of the citizens of the City, the Mayor and City Council affirm that members of the corps of volunteers have the right to:

Meaningful work which meets their interests and needs;

Respect for the individual's skills and dignity;

Recognition of their contributions;

Confidentiality in all personal matters and records;

Accurate records of volunteer service;

Equal partnership with paid staff team members;

A published job description for each assignment;

Orientation to the volunteer program and specific job training;

Guidance and support of a program supervisor;

Frequent communication and performance feedback;

Ability to change assignments;

A place for discussing for issues and suggestions;

An open door with the Community Outreach Volunteer Coordinator.

ATTACHMENT A VOLUNTEER PROTECTION ACT OF 1997

This is the text of Public Law 105-19; the Volunteer Protection Act of 1997 as signed into law by President Clinton on June 18, 1997:

One Hundred Fifth Congress of the United States of America

At The First Session

Begun and held at the City of Washington on Tuesday, the seventh day of January, one thousand nine hundred and ninety-seven.

An Act

To provide certain protections to volunteers, nonprofit organizations, and governmental entities in lawsuits based on the activities of volunteers. Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled.

Section 1. Short Title

This Act may be cited as the 'Volunteer Protection Act of 1997'.

Section 2. Findings And Purpose

(a) Findings. The Congress finds and declares that:

(1) The willingness of volunteers to offer their services is deterred by the potential for liability actions against them;

(2) As a result, many nonprofit public and private organizations and governmental entities, including voluntary associations, social service agencies, educational institutions, and other civic programs, have been adversely affected by the withdrawal of volunteers from boards of directors and service in other capacities;

(3) The contribution of these programs to their communities is thereby diminished, resulting in fewer and higher cost programs than would be obtainable if volunteers were participating;

(4) Because Federal funds are expended on useful and cost-effective social service programs, many of which are national in scope, depend heavily on volunteer participation, and represent some of the most successful public-private partnerships, protection of volunteerism through clarification and limitation of the personal liability risks assumed by the volunteer in connection with such participation is an appropriate subject for Federal legislation;

(5) Services and goods provided by volunteers and nonprofit organizations would often otherwise be provided by private entities that operate in interstate commerce;

(6) Due to high liability costs and unwarranted litigation costs, volunteers and nonprofit organizations face higher costs in purchasing insurance, through interstate insurance markets, to cover their activities; and

(7) Clarifying and limiting the liability risk assumed by volunteers is an appropriate subject for Federal legislation because:

(A) Of the national scope of the problems created by the legitimate fears of volunteers about frivolous, arbitrary, or capricious lawsuits;

(B) The citizens of the United States depend on, and the Federal Government expends funds on, and provides tax exemptions and other consideration to, numerous social programs that depend on the services of volunteers;

(C) It is in the interest of the Federal Government to encourage the continued operation of volunteer service organizations and contributions of volunteers because the Federal Government lacks the capacity to carry out all of the services provided by such organizations and volunteers; and

(D)(i) Liability reform for volunteers, will promote the free flow of goods and services, lessen burdens on interstate commerce and uphold constitutionally protected due process rights; and
(ii) therefore, liability reform is an appropriate use of the powers contained in article 1, section 8, clause 3 of the United States Constitution, and the fourteenth amendment to the United States Constitution.

(b) Purpose. The purpose of this Act is to promote the interests of social service program beneficiaries and taxpayers and to sustain the availability of programs, nonprofit organizations, and governmental entities that depend on volunteer contributions by reforming the laws to provide certain protections from liability abuses related to volunteers serving nonprofit organizations and governmental entities.

Section 3. Preemption And Election of State Non-applicability

(a) Preemption. This Act preempts the laws of any State to the extent that such laws are inconsistent with this Act, except that this Act shall not preempt any State law that provides additional protection from liability relating to volunteers or to any category of volunteers in the performance of services for a nonprofit organization or governmental entity.

(b) Election Of State Regarding Non-applicability. This Act shall not apply to any civil action in a State court against a volunteer in which all parties are citizens of the State if such State enacts a statute in accordance with State requirements for enacting legislation:

(1) Citing the authority of this subsection;

(2) Declaring the election of such State that this Act shall not apply, as of a date certain, to such civil action in the State; and

(3) Containing no other provisions.

Section 4. Limitation On Liability For Volunteers

(a) Liability Protection For Volunteers. Except as provided in subsections (b) and (d), no volunteer of a nonprofit organization or governmental entity shall be liable for harm caused by an act or omission of the volunteer on behalf of the organization or entity if:

(1) The volunteer was acting within the scope of the volunteer's responsibilities in the nonprofit organization or governmental entity at the time of the act or omission;

(2) If appropriate or required, the volunteer was properly licensed, certified, or authorized by the appropriate authorities for the activities or practice in the State in which the harm occurred, where the activities were or practice was undertaken within the scope of the volunteer's responsibilities in the nonprofit organization or governmental entity;

(3) 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

(4) 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 the owner of the vehicle, craft, or vessel to:

(A) Possess an operator's license; or

(B) Maintain insurance.

(b) Concerning Responsibility Of Volunteers To Organizations And Entities.

Nothing in this section shall be construed to affect any civil action brought by any nonprofit organization or any governmental entity against any volunteer of such organization or entity.

(c) No Effect On Liability Of Organization Or Entity. Nothing in this section shall be construed to affect the liability of any nonprofit organization or governmental entity with respect to harm caused to any person.

(d) Exceptions To Volunteer Liability Protection. If the laws of a State limit volunteer liability subject to one or more of the following conditions, such conditions shall not be construed as inconsistent with this section:

(1) A State law that requires a nonprofit organization or governmental entity to adhere to risk management procedures, including mandatory training of volunteers.

(2) A State law that makes the organization or entity liable for the acts or omissions of its volunteers to the same extent as an employer is liable for the acts or omissions of its employees.

(3) A State law that makes a limitation of liability inapplicable if the civil action was brought by an officer of a State or local government pursuant to State or local law.

(4) A State law that makes a limitation of liability applicable only if the nonprofit organization or governmental entity provides a financially secure source of recovery for individuals who suffer harm as a result of actions taken by a volunteer on behalf of the organization or entity. A financially secure source of recovery may be an insurance policy within specified limits, comparable coverage from a risk pooling mechanism, equivalent assets, or alternative arrangements that satisfy the State that the organization or entity will be able to pay for losses up to a specified amount.

Separate standards for different types of liability exposure may be specified.

(e) Limitation On Punitive Damages Based On The Actions Of Volunteers:

(1) General Rule. Punitive damages may not be awarded against a volunteer in an action brought for harm based on the action of a volunteer acting within the scope of the volunteer's responsibilities to a nonprofit organization or governmental entity unless the claimant establishes by clear and convincing evidence that the harm was proximately caused by an action of such volunteer which constitutes willful or criminal misconduct, or a conscious, flagrant indifference to the rights or safety of the individual harmed.

(2) Construction. Paragraph (1) does not create a cause of action for punitive damages and does not preempt or supersede any Federal or State law to the extent that such law would further limit the award of punitive damages.

(f) Exceptions To Limitations On Liability:

(1) In General. The limitations on the liability of a volunteer under this Act shall not apply to any misconduct that:

(A) Constitutes a crime of violence (as that term is defined in section 16 of title 18, United States Code) or act of international terrorism (as that term is defined in section 2331 of title 18) for which the defendant has been convicted in any court;

(B) Constitutes a hate crime (as that term is used in the Hate Crime Statistics Act (28 U.S.C. 534 note));

(C) Involves a sexual offense, as defined by applicable State law, for which the defendant has been convicted in any court;

(D) Involves misconduct for which the defendant has been found to have violated a Federal or State civil rights law; or

(E) Where the defendant was under the influence (as determined pursuant to applicable State law) of intoxicating alcohol or any drug at the time of the misconduct.

(2) Rule Of Construction. Nothing in this subsection shall be construed to effect subsection (a)(3) or (e).

Section 5. Liability For Non-economic Loss

(a) General Rule. In any civil action against a volunteer, based on an action of a volunteer acting within the scope of the volunteer's responsibilities to a nonprofit organization or governmental entity, the liability of the volunteer for non-economic loss shall be determined in accordance with subsection (b).

(b) Amount Of Liability:

(1) In General. Each defendant who is a volunteer, shall be liable only for the amount of non economic loss allocated to that defendant in direct proportion to the percentage of responsibility of that defendant (determined in accordance with paragraph (2)) for the harm to the claimant with respect to which that defendant is liable. The court shall render a separate judgment against each defendant in an amount determined pursuant to the preceding sentence.

(2) Percentage Of Responsibility. For purposes of determining the amount of non-economic loss allocated to a defendant who is a volunteer under this section, the trier of fact shall determine the percentage of responsibility of that defendant for the claimant's harm.

Section 6. Definitions

For purposes of this Act:

(1) Economic Loss. The term 'economic loss' means any pecuniary loss resulting from harm (including the loss of earnings or other benefits related to employment, medical expense loss, replacement services loss, loss due to death, burial costs, and loss of business or employment opportunities) to the extent recovery for such loss is allowed under applicable State law.

(2) Harm. The term 'harm' includes physical, nonphysical, economic, and non-economic losses.

(3) Non-economic Losses. The term 'non-economic losses' means losses for physical and emotional pain, suffering, inconvenience, physical impairment, mental anguish, disfigurement, loss of enjoyment of life, loss of society and companionship, loss of consortium (other than loss of domestic service), hedonic damages, injury to reputation and all other non-pecuniary losses of any kind or nature.

(4) Nonprofit Organization. The term 'nonprofit organization' means:

(A) Any organization which is described in section 501(c)(3) of the Internal Revenue Code of 1986 and exempt from tax under section 501(a) of such Code and which does not practice any action which constitutes a hate crime referred to in subsection (b)(1) of the first section of the Hate Crime Statistics Act (28 U.S.C. 534 note); or

(B) Any not-for-profit organization which is organized and conducted for public benefit and operated primarily for charitable, civic, educational, religious, welfare, or health purposes and which does not practice any action which constitutes a hate crime referred to in subsection (b)(1) of the first section of the Hate Crime Statistics Act (28 U.S.C. 534 note).

(5) State. The term 'State' means each of the several States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Northern Mariana Islands, any other territory or possession of the United States, or any political subdivision of any such State, territory, or possession.

(6) Volunteer. The term 'volunteer' means an individual performing services for a nonprofit organization or a governmental entity who does not receive:

(A) Compensation (other than reasonable reimbursement or allowance for expenses actually incurred); or

(B) Any other thing of value in lieu of compensation, in excess of \$500 per year, and such term includes a volunteer serving as a director, officer, trustee, or direct service volunteer.

Section 7. Effective Date

(a) In General. This Act shall take effect 90 days after the date of enactment of this Act.

(b) Application. This Act applies to any claim for harm caused by an act or omission of a volunteer where that claim is filed on or after the effective date of this Act but only if the harm that is the subject of the claim or the conduct that caused such harm occurred after such effective date.