

[Name of Program]

Policy and Procedure for Motorized Carts

**POLICY:** A Motorized Cart is an electric wheelchair, motorized cart, scooter, or similar device operated by a disabled Tenant (Hereinafter “Motorized Cart”). **[Name of Program]** (hereinafter “Program”) recognize the rights of Tenants with disabilities to use Motorized Carts. The Program however, may limit the use of Motorized Carts when such use has the risk of endangering a Tenant or is likely to result in substantial damage to the Program. Therefore, the Program Communities reserve the right to: 1) impose reasonable limitations on the use of Motorized Carts; or 2) prohibit a Tenant from using a Motorized Cart in the Program, when such use has the risk of endangering a Tenant or is likely to result in substantial physical damage to the Program’s building and furnishings.

**PROCEDURES:**

1. Tenants who use a Motorized Cart must observe the Program’s Rules for the Operation of Motorized Carts, attached. Tenants will be given a copy of this Policy and Procedure and the Rules, and **must sign that they have read, understand, and will comply with this Policy and Procedure and the Rules** for the Operation of Motorized Carts. Failure to comply with the Rules for the Operation of Motorized Carts may result in the Tenant being restricted in the use of a Motorized Cart or being barred from using a Motorized Cart.
2. Any Tenant who uses a Motorized Cart at the Program will be required to register the Motorized Cart with the Administrator’s Office to assist in identifying any Motorized Cart left unattended.
3. Where the Program has identified that a Tenant has failed to operate the Motorized Cart safely or fails to comply with the Rules for the Operation of Motorized Carts which results in a direct threat to others or property based on reliable information and evidence (*e.g.*, current conduct, clear inability to safely operate the Motorized Cart or a recent history of accidents), the Program will conduct an assessment to determine the Tenant’s overall ability to safely use a Motorized Cart. As part of the assessment, the Program may require the Tenant to demonstrate his/her ability complete a driving demonstration to demonstrate that he/she can safely operate the Motorized Cart in the Program.
4. If, in the reasonable judgment of the Program staff, the demonstration indicates that the Tenant is unable operate the Motorized Cart safely, the Program may impose reasonable limitations on the Tenant’s operation of the Motorized Cart. Such restrictions shall address the deficits demonstrated by the Tenant and shall be as liberal as possible while attempting to assure the safety of other individuals and the protection of Program property. If the Program, despite reasonable accommodation determines in its reasonable judgment, that the Tenant has continued to fail to comply with the Rules for the Operation of Motorized Carts and/or the Tenant’s continued operation of the Motorized Cart would pose a direct threat to the safety of any Tenant or the property of the Program, he/she may bar the Tenant from continuing to use the Motorized Cart.
5. The Administrator shall share the determination with the Tenant, allow the Tenant to seek guidance from his or her physician or other health-care provider to determine whether another accommodation can assist him/her in being able to use the Motorized Cart safely.
6. Any Tenant who uses a Motorized Cart at the Program is advised, but is not required, to obtain liability insurance, as the Tenant may be held liable for damage to property or harm to others caused by his or her operation of the Motorized Cart.
7. If the Tenant fails to comply with any limitations placed on them by the Administrator, or fails to follow recommendations or prescriptions made by a health-care provider that would allow them to use the Motorized Cart safely, and the Tenant’s use of the Motorized Cart presents a direct threat to the safety of others or the likelihood of substantial property damage, the Tenant may be required to use alternative means of transportation (*e.g.*, non-motorized wheelchair). If the Tenant refuses to use a non-motorized wheelchair, the Program may ask the Tenant to move out.

**RULES FOR MOTORIZED CARTS and AGREEMENT TO INDEMNIFY**

1. No Motorized Cart shall ever be operated at a speed that exceeds the walking pace of any individual in the vicinity of the Motorized Cart. Further, the Tenant must allow for a three-foot clearance from all pedestrians around and from the Motorized Cart. If there are no pedestrians in the vicinity of the Motorized Cart, the speed of the Motorized Cart may not exceed 4 miles per hour.

2. If a Tenant’s medical condition requires that he or she use the Motorized Cart to enter the dining room, the Tenant must operate the Motorized Cart at the lowest possible speed. If the Tenant cannot enter the dining room at a speed acceptable to keep others safe, the Tenant shall hand wheel themselves into the dining room. The Motorized Cart must be in the off position at all times while parked in the dining room.

3. The Motorized Cart must be operated at all times in a safe manner and with due care to avoid causing any personal injury, death, or property damage. The Tenant must be careful to avoid persons who are entering or leaving their apartment units, coming around corners, or while on an elevator.

4. No Tenant may operate a Motorized Cart if the Tenant’s ability to operate the Cart safely is impaired by alcohol or any other intoxicating substance or by medication that the Tenant may be taking.

5. The Motorized Cart must be driven in the center of the hallway. The Tenant must completely stop at all hallway intersections, look all ways and make sure it is clear before slowly proceeding through the intersection.

6. The Motorized Cart must not be left unattended near any entrances, exits, or intersections. When the Tenant retires to his or her apartment unit, he or she must also bring the Motorized Cart inside the apartment. The purpose of this is to ensure that there is no impediment to emergency evacuation of personnel and Tenants have a clear passageway.

7. Motorized Cart batteries may not be charged in a public outlet and Tenants may bring into the Program only Motorized Carts that have sealed batteries.

8. If using bus transportation provided or made available by the Program, the Tenant must transfer to sit in the bus seat if medically capable. Any Tenant not having the capability of transferring into a bus seat must make sure that their Motorized Cart is properly secured to the bus and locked in place. The Tenant must also wear a seat belt while sitting in their Motorized Cart. Seat belts for Motorized Carts are available over the internet or can be purchased through the Program. The bus attendant will store Tenant’s Motorized Cart where he believes appropriate until the Tenant reaches their destination. Sitting on or in a Motorized Cart even with safety straps is not safe in an emergency stop or turn. If Tenant elects to stay in or on the Motorized Cart, they do so with the knowledge and accept the risk that they may suffer harm, whether or not they can transfer into a seat. Tenant further releases the Program and its agents for any and all claims arising out of Tenant’s choice to remain seated in a motorized Cart during transport.

 Any Tenant not allowing staff or the bus attendant to secure their Motorized Cart or themselves, if necessary, will need to leave the bus.

9. When using a Motorized Cart, if not able to transfer, the Tenant must always be pushed on and off the Program’s bus lift, or up and back down the ramp, by the bus attendant, a Program staff member, or the Tenant’s aide or family while sitting in the Motorized Cart. The Motorized Cart must not have power turned on when entering, exiting, or on the bus.

10. The Motorized Cart must be used safely at all times. The Program may impose reasonable limitations on use if the Motorized Cart if the Tenant is or may be unable to operate the Motorized Cart safely. Operation of the Motorized Cart in a way that poses a direct threat to others’ safety, or the danger of substantial property damage, may result in loss of use of the Motorized Cart.

11. The Tenant agrees to indemnify, defend and hold Program, Program’s agents, and employees, harmless from and against any actions, suits, claims, and demands (including legal fees, costs, and expenses) arising from damage or injury to any person or property of others arising out of or pertaining to any actions or inactions in connection with the Tenant’s operation of a Motorized Cart and any failure to comply with any of the provisions of the use of or possession of a Motorized Cart on or about the Program.

I HAVE BEEN GIVEN A COPY OF THE PROGRAM’S POLICY AND PROCEDURE AND RULES REGARDING MOTORIZED CARTS and AGREEMENT TO INDEMNIFY.

I HAVE READ AND UNDERSTAND THE POLICY AND PROCEDURE AND THESE RULES AND AGREE TO COMPLY WITH THEM.

 Tenant’s Signature

 Tenant’s Name (please print)

 Date

**[NAME OF PROGRAM] – For Internal Management Use Only**

**MOTORIZED CARTS ASSESSMENT AND DEMONSTRATION GUIDELINES**

All consideration for the ability to use a Motorized Cart in a Program should be based on a customized assessment and demonstration of the individual Tenant’s mental and physical condition and to any difficulties operating the Motorized Cart that may have been observed.

 The purpose of the customized assessment and demonstration is to determine more precisely the factors that may be causing, or have the potential to cause, the Tenant to operate the Motorized Cart in an unsafe manner and to eliminate those factors, if possible, so the Tenant can continue using his/her Motorized Cart in the Program.

 The assessment and demonstration is simple and reasonable. For example, it is appropriate to ask the Tenant to:

* Demonstrate his or her ability to put the Motorized Cart into forward and reverse at the appropriate times or promptly on command.
* Operate the Motorized Cart in a common area of the Program that is furnished or where walkers or objects are placed, to demonstrate the Tenant’s ability to maneuver the Motorized Cart appropriately.
* Demonstrate the ability to judge the distance around the Motorized Cart and to enter and exit elevators safely.
* Any other reasonable test based on specific behaviors of the Tenant or on observed specific problems with the Tenant’s operation of the Motorized Cart. Such tests may require the Tenant to visit their eye doctor for an examination, visit their physician for a physical, discuss with their physician about certain interference with medications and driving, etc.

The primary purpose of the assessment and demonstration is to determine whether the Tenant can operate the Motorized Cart safely. The assessment and demonstration may also be helpful in determining what limitations the Program may need to impose on the Tenant’s operation of the Motorized Cart, if limitations are necessary to promote the safety of others.

Results of all assessments and tests should be documented, to include what was done and the results of the assessment.