



## **Lyft Work Transportation Pilot Eligibility Criteria, Participation Requirements and Potential Risks**

Dakota County Community Service is offering you the option to use Lyft, Inc., a private on-demand transportation company, to get to and from work. Please note that this offer is for a time-limited pilot (Pilot), and the County may terminate this Pilot at any time after giving notice to you.

### **Eligibility Criteria**

In order to be eligible for the Pilot, you must meet all of the following criteria:

- You are receiving case management from Dakota County Social Services Community Living Services or Adult Services divisions.
- You were referred by your case manager or service provider.
- You have employment as a goal outlined in your support plan.
- Your existing transportation options are not effectively meeting your needs.
- You are able to create and maintain a Lyft account using a smartphone.

### **Participation Requirements**

Once you are preliminarily approved for the Pilot, you must complete the following prior to being able to access Lyft for transportation to and from work:

- Create and maintain an active account using the Lyft app on a smartphone and share the email used to create that account with your case manager.
- Watch the orientation video(s), along with your guardian, if applicable.
- Work with your case manager to update risk mitigation plans and emergency back up plans.
- Review and sign all required documentation, including but not limited to this document.

In order to continue participation in the Pilot, you must:

- Use the rides funded by the County for their intended purpose to help you get to and from your work. The County will review ride data to monitor your compliance.
- Provide your case manager with current information on employment location and schedule and promptly notify your case manager (or email [sslyft@co.dakota.mn.us](mailto:sslyft@co.dakota.mn.us)) of any changes in employment status or location.
- Maintain a positive balance on your personal payment method tied to the Lyft account. The personal payment method will be charged for, including but not limited to, the items listed below:
  - If you fail to show up for your ride or cancel your ride;
  - Tips;
  - Excess trip costs (going to locations other than your employment or trips that cost more than your allotted credit amount)
  - Damage to vehicles

### **Suspension or Revocation of your Participation in the Pilot**

The County reserves the right to revoke or suspend your participation in the Pilot if it learns that you violated the Pilot participation requirements outlined above. In the event of revocation or suspension, you may remain eligible for transportation services from other service providers, and your case manager will assist you in finding alternative transportation options.

### **Potential Risks For You To Consider**

Before you decide whether to participate in the Pilot, it's important to understand how on-demand

transportation services work and what risks there are in using them. You get to decide whether this Pilot is the right fit for you and you may decide not to participate if you are not comfortable doing so. As with any voluntary service, you can stop participating. You can work with your case manager to find other transportation options.

Before you use the Lyft app to arrange for rides, you will get training and information from the County or its representatives. This will include information about the Lyft app, how to use it, what the restrictions are, and what to do if you have questions. The Lyft app arranges for drivers to drive you to and from your work destination.

The County through your case manager will approve ride credits based on your individual situation and communicate that amount to Lyft. Lyft will then enter ride credits into your Lyft account and you can use those ride credits on approved Lyft rides. You are legally responsible for paying anything above the approved per-trip ride credit to Lyft.

Although ride credits are approved by the County, rides on Lyft may not be available at all times of the day and to/from all locations. It is your responsibility to check availability and have back-up transportation in place in case a Lyft ride isn't available. The County does not control which driver will pick you up on any given day as the Lyft app will match your route with an available driver to take you to your destination at the time you make the ride request.

The drivers who provide these rides are not employees of Lyft or the County. They work for themselves and use their personal vehicles. **That means that neither Lyft nor the County is legally responsible for the drivers' actions while transporting you in their personal vehicles.**

Minnesota law requires that drivers and transportation companies such as Lyft have automobile insurance. (A copy of the law, Minnesota Statute Section 65B.472, describing the required coverage is attached.) This insurance is for car accidents while riding in the vehicle. If the driver does not have the required insurance coverage, Lyft is responsible for providing the coverage. This insurance, however, likely will not cover situations other than a car accident.

Lyft performs criminal background and driving record checks on its drivers before they can drive for Lyft. These checks could miss something or fail to catch recent activity, and the County cannot verify a driver's criminal or driving history.

Lyft has a "zero tolerance" policy for drivers using or being under the influence of alcohol or drugs, but neither Lyft nor the County can monitor drivers for compliance.

Lyft does not inspect drivers' vehicles for safety, and the County cannot guarantee that vehicles are safe.

What all this means is that the County cannot vouch for the safety of the drivers or their personal vehicles. You must be able to identify a situation that may be unsafe and how you could protect yourself. If you want more information about Lyft's policies, you can contact your case manager or Lyft.

The County is taking precautions to protect your privacy and private information as part of its agreement with Lyft. It cannot guarantee, however, that your private information will remain private. If your private information is obtained by someone who should not have it, either by a mistake or an intentional act, we will contact you after we are made aware of it and we can legally share the information with you.

**It is important to us that you understand the above information and that you make an informed choice on whether to use Lyft transportation. If you do not understand or need more information or time to decide if this program is right for you, do not sign below. Take the time you need to talk to a trusted friend or family member or your own attorney. By signing below you are acknowledging that you understand the potential risks of participating in the Pilot and want to participate.**

**By signing below I acknowledge that I have read this document and that I understand its contents. If this is signed by a Guardian, the Guardian affirms that s/he has the authority to sign this document on behalf of his/her ward and has discussed the contents with him/her.**

Rider's Name: \_\_\_\_\_

Rider's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Guardian Name (if applicable): \_\_\_\_\_

Guardian Signature (if applicable): \_\_\_\_\_

Date: \_\_\_\_\_

Case Manager Name: \_\_\_\_\_

Case Manager Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**65B.472 TRANSPORTATION NETWORK FINANCIAL RESPONSIBILITY.**

Subdivision 1. **Definitions.** (a) Unless a different meaning is expressly made applicable, the terms defined in paragraphs (b) through (g) have the meanings given them for the purposes of this chapter.

(b) A "digital network" means any online-enabled application, software, website, or system offered or utilized by a transportation network company that enables the prearrangement of rides with transportation network company drivers.

(c) A "personal vehicle" means a vehicle that is used by a transportation network company driver in connection with providing a prearranged ride and is:

- (1) owned, leased, or otherwise authorized for use by the transportation network company driver; and
- (2) not a taxicab, limousine, or for-hire vehicle.

(d) A "prearranged ride" means the provision of transportation by a driver to a rider, beginning when a driver accepts a ride requested by a rider through a digital network controlled by a transportation network company, continuing while the driver transports a requesting rider, and ending when the last requesting rider departs from the personal vehicle. A prearranged ride does not include transportation provided using a taxicab, limousine, or other for-hire vehicle.

(e) A "transportation network company" means a corporation, partnership, sole proprietorship, or other entity that is operating in Minnesota that uses a digital network to connect transportation network company riders to transportation network company drivers who provide prearranged rides.

(f) A "transportation network company driver" or "driver" means an individual who:

- (1) receives connections to potential riders and related services from a transportation network company in exchange for payment of a fee to the transportation network company; and
- (2) uses a personal vehicle to provide a prearranged ride to riders upon connection through a digital network controlled by a transportation network company in return for compensation or payment of a fee.

(g) A "transportation network company rider" or "rider" means an individual or persons who use a transportation network company's digital network to connect with a transportation network driver who provides prearranged rides to the rider in the driver's personal vehicle between points chosen by the rider.

Subd. 2. **Maintenance of transportation network financial responsibility.** (a) A transportation network company driver or transportation network company on the driver's behalf shall maintain primary automobile insurance that recognizes that the driver is a transportation network company driver or otherwise uses a vehicle to transport passengers for compensation and covers the driver:

- (1) while the driver is logged on to the transportation network company's digital network; or
- (2) while the driver is engaged in a prearranged ride.

(b) The following automobile insurance requirements apply while a participating transportation network company driver is logged on to the transportation network company's digital network and is available to receive transportation requests but is not engaged in a prearranged ride:

- (1) primary coverage insuring against loss resulting from liability imposed by law for injury and property damage, including the requirements of section 65B.49, subdivision 3, in the amount of not less than \$50,000 because of death or bodily injury to one person in any accident, \$100,000 because of death or bodily injury

to two or more persons in any accident, and \$30,000 for injury to or destruction of property of others in any one accident;

(2) security for the payment of basic economic loss benefits where required by section 65B.44 pursuant to the priority requirements of section 65B.47. A transportation network company and a transportation network company driver, during the period set forth in this paragraph, are deemed to be in the business of transporting persons for purposes of section 65B.47, subdivision 1, and the insurance required under this subdivision shall be deemed to cover the vehicle during the period set forth in this paragraph;

(3) primary uninsured motorist coverage and primary underinsured motorist coverage where required by section 65B.49, subdivisions 3a and 4a; and

(4) the coverage requirements of this subdivision may be satisfied by any of the following:

(i) automobile insurance maintained by the transportation network company driver;

(ii) automobile insurance maintained by the transportation network company; or

(iii) any combination of items (i) and (ii).

(c) The following automobile insurance requirements apply while a transportation network company driver is engaged in a prearranged ride:

(1) primary coverage insuring against loss resulting from liability imposed by law for injury and property damage, including the requirements of section 65B.49, in the amount of not less than \$1,500,000 for death, injury, or destruction of property of others;

(2) security for the payment of basic economic loss benefits where required by section 65B.44 pursuant to the priority requirements of section 65B.47. A transportation network company and a transportation network company driver, during the period set forth in this paragraph, are deemed to be in the business of transporting persons for purposes of section 65B.47, subdivision 1, and the insurance required under this subdivision shall be deemed to cover the vehicle during the period set forth in this paragraph;

(3) primary uninsured motorist coverage and primary underinsured motorist coverage where required by section 65B.49, subdivisions 3a and 4a; and

(4) the coverage requirements of this subdivision may be satisfied by any of the following:

(i) automobile insurance maintained by the transportation network company driver;

(ii) automobile insurance maintained by the transportation network company; or

(iii) any combination of items (i) and (ii).

(d) If insurance maintained by the driver in paragraph (b) or (c) has lapsed or does not provide the required coverage, insurance maintained by a transportation network company shall provide the coverage required by this subdivision beginning with the first dollar of a claim and have the duty to defend the claim.

(e) Coverage under an automobile insurance policy maintained by the transportation network company shall not be dependent on a personal automobile insurer first denying a claim nor shall a personal automobile insurance policy be required to first deny a claim.

(f) Insurance required by this subdivision must satisfy the requirements of chapter 60A.

(g) Insurance satisfying the requirements of this subdivision shall be deemed to satisfy the financial responsibility requirements under the Minnesota No-Fault Automobile Insurance Act, sections 65B.41 to 65B.71.

(h) A transportation network company driver shall carry proof of coverage satisfying paragraphs (b) and (c) at all times during the driver's use of a vehicle in connection with a transportation network company's digital network. In the event of an accident, a transportation network company driver shall provide this insurance coverage information to the directly interested parties, automobile insurers, and investigating police officers upon request pursuant to section 65B.482, subdivision 1. Upon such request, a transportation network company driver shall also disclose to directly interested parties, automobile insurers, and investigating police officers whether the driver was logged on to the transportation network company's digital network or on a prearranged ride at the time of an accident.

**Subd. 3. Disclosure to transportation network company drivers.** The transportation network company shall disclose in writing to transportation network company drivers the following before they are allowed to accept a request for a prearranged ride on the transportation network company's digital network:

(1) the insurance coverage, including the types of coverage and the limits for each coverage, that the transportation network company provides while the transportation network company driver uses a personal vehicle in connection with a transportation network company's digital network;

(2) that the transportation network company driver's own automobile insurance policy might not provide any coverage while the driver is logged on to the transportation network company's digital network and is available to receive transportation requests or is engaged in a prearranged ride depending on its terms; and

(3) that using a vehicle with a lien against the vehicle to provide transportation network services may violate the transportation network driver's contract with the lienholder.

**Subd. 4. Automobile insurance provisions.** (a) Insurers that write automobile insurance in Minnesota may exclude any and all coverage afforded under the owner's insurance policy for any loss or injury that occurs while a driver is logged on to a transportation network company's digital network or while a driver provides a prearranged ride. This right to exclude all coverage may apply to any coverage included in an automobile insurance policy including, but not limited to:

- (1) liability coverage for bodily injury and property damage;
- (2) uninsured and underinsured motorist coverage;
- (3) basic economic loss benefits as defined under section 65B.44;
- (4) medical payments coverage;
- (5) comprehensive physical damage coverage; and
- (6) collision physical damage coverage.

These exclusions apply notwithstanding any requirement under the Minnesota No-Fault Automobile Insurance Act, sections 65B.41 to 65B.71. Nothing in this section implies or requires that a personal automobile insurance policy provide coverage while the driver is logged on to the transportation network company's digital network, while the driver is engaged in a prearranged ride, or while the driver otherwise uses a vehicle to transport passengers for compensation.

Nothing in this section shall be deemed to preclude an insurer from providing coverage for the transportation network company driver's vehicle, if it so chooses to do so by contract or endorsement.

(b) Automobile insurers that exclude coverage as permitted in paragraph (a) shall have no duty to defend or indemnify any claim expressly excluded thereunder. Nothing in this section shall be deemed to invalidate or limit an exclusion contained in a policy, including any policy in use or approved for use in Minnesota prior to May 19, 2015, that excludes coverage for vehicles used to carry persons or property for a charge or available for hire by the public.

(c) An automobile insurer that defends or indemnifies a claim against a driver that is excluded under the terms of its policy as permitted in paragraph (a) shall have a right of contribution against other insurers that provide automobile insurance to the same driver in satisfaction of the coverage requirements of subdivision 2 at the time of loss.

(d) In a claims coverage investigation, transportation network companies and any insurer potentially providing coverage under subdivision 2 shall cooperate to facilitate the exchange of relevant information with directly involved parties and any insurer of the transportation network company driver if applicable, including the precise times that a transportation network company driver logged on and off of the transportation network company's digital network in the 12-hour period immediately preceding and in the 12-hour period immediately following the accident and disclose to one another a clear description of the coverage, exclusions, and limits provided under any automobile insurance maintained under subdivision 2.

**History:** 2015 c 48 s 1