

# ***VOLUNTEER FORMS & WAIVERS***



Please download and sign these forms and return them with a copy of your State ID or Drivers License to our Volunteer Coordinator, Eileen Simonetty, at [esimonetty@villagelac.org](mailto:esimonetty@villagelac.org).

## The Village Centers Volunteer Release and Waiver of Liability Form

This Release and Waiver of Liability (the "release") executed on \_\_\_\_\_ (date) by \_\_\_\_\_ ("Volunteer Name") releases The Village Centers, a nonprofit corporation organized and existing under the laws of the State of Texas and each of its directors, officers, employees, and agents. The Volunteer desires to provide volunteer services for The Village Centers and all of their affiliates and engage in activities related to serving as a volunteer.

Volunteer understands that the scope of Volunteer's relationship with The Village Centers is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer; that The Village Centers will not provide any benefits traditionally associated with employment to Volunteer; and that Volunteer is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of Volunteer's services to Nonprofit.

1. **Waiver and Release:** I, the Volunteer, release and forever discharge and hold harmless The Village Centers and its successors and assigns from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from the services I provide to The Village Centers. I understand and acknowledge that this Release discharges The Village Centers from any liability or claim that I may have against The Village Centers with respect to bodily injury, personal injury, illness, death, or property damage that may result from the services I provide to The Village Centers or occurring while I am providing volunteer services.
2. **Insurance:** Further I understand that The Village Centers does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health, or disability benefits or insurance. I expressly waive any such claim for compensation or liability on the part of The Village Centers in the event of injury or medical expenses incurred by me.
3. **Medical Treatment:** I hereby Release and forever discharge The Village Centers from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as a volunteer with The Village Centers.
4. **Assumption of Risk:** I understand that the services I provide to The Village Centers may include activities that may be hazardous to me including, but not limited to heavy lifting, exposure to unknown materials involving inherently dangerous activities. As a volunteer, I hereby expressly assume risk of injury or harm from these activities and Release The Village Centers from all liability.
5. **Photographic Release:** I grant and convey to The Village Centers all right, title, and interests in any and all photographs, images, video, or audio recordings of me or my likeness or voice made by The Village Centers in connection with my providing volunteer services to The Village Centers.
6. **Other:** As a volunteer, I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that this Release shall be governed by and interpreted in accordance with the laws of the State of Texas I agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Or parent/guardian if under 18)





### **Confidentiality Agreement for Interns / Volunteers / Observers**

All information regarding The Village Centers, its clients, staff and programs is considered confidential. It is expected that all interns, volunteers and observers will comply with this policy at all times. All client personal health information is protected under the Health Insurance Portability and Accountability Act. Any unauthorized use of client personal health information is illegal under the HIPAA Act.

Additionally, no intern, volunteer or observer is allowed to take pictures or videos of any client at The Village Center or any of its functions or properties. Audio recording of any type is also prohibited.

Your signature below indicates that you understand these laws and policies and agree to comply with the law and policies at all times. If you have any questions regarding confidentiality please ask a supervisor.

Attached is a copy of the HIPAA Staff Training, the Confidentiality Policy and Procedure and our Social Media Policy for you to review. If you have any questions please ask a supervisor.

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Printed Name

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Date

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Signature

## Volunteer/Staff Training for the Health Insurance Portability and Accountability Act of 1996

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The Health Insurance Portability and Accountability Act of 1996 (HIPAA) required the Secretary of the U.S. Department of Health and Human Services (HHS) to develop regulations protecting the privacy and security of certain health information.<sup>1</sup> To fulfill this requirement, HHS published what are commonly known as the HIPAA [Privacy Rule](#) and the HIPAA [Security Rule](#).

The *Standards for Privacy of Individually Identifiable Health Information* (“Privacy Rule”) establishes, for the first time, a set of national standards for the protection of certain health information. The U.S. Department of Health and Human Services (“HHS”) issued the Privacy Rule to implement the requirement of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).<sup>1</sup> The Privacy Rule standards address the use and disclosure of individuals’ health information—called “protected health information” by organizations subject to the Privacy Rule — called “covered entities,” as well as standards for individuals’ privacy rights to understand and control how their health information is used.

Within HHS, the Office for Civil Rights (“OCR”) has responsibility for implementing and enforcing the Privacy Rule with respect to voluntary compliance activities and civil money penalties.

A major goal of the Privacy Rule is to assure that individuals’ health information is properly protected while allowing the flow of health information needed to provide and promote high quality health care and to protect the public’s health and well being. The Rule strikes a balance that permits important uses of information, while protecting the privacy of people who seek care and healing. Given that the health care marketplace is diverse, the Rule is designed to be flexible and comprehensive to cover the variety of uses and disclosures that need to be addressed.

A major goal of the Security Rule is to protect the privacy of individuals’ health information while allowing covered entities to adopt new technologies to improve the quality and efficiency of patient care. Given that the health care marketplace is diverse, the Security Rule is designed to be flexible and scalable so a covered entity can implement policies, procedures, and technologies that are appropriate for the entity’s particular size, organizational structure, and risks to consumers’ e-PHI.

Who is affected?

All healthcare organizations from large health insurance providers to one physician offices.

Are there penalties for violation of HIPAA?

Yes there are penalties. Civil and criminal penalties for noncompliance up to \$25,000 for multiple violations of the same standard in a calendar year. Up to \$250,000 and/or 10 years imprisonment for knowing misuse of individually identifiable health information.

### Confidentiality Policy and Procedure

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To preserve the dignity and privacy of The Village Center clients, to prevent the risk of client discrimination, and to prevent the risk of agency liability, confidentiality policies and procedures will be adhered to by all staff members, clinical students and volunteers. Client information will be disclosed to persons on a "need to know" basis according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) for the purpose of best serving the client's needs.

1. At the time of hire all volunteers will receive training on HIPAA guidelines, and confidentiality policies and procedures.
2. Confidentiality policies and procedures will be reviewed with all employees annually.
3. Client information will not be disclosed in a common area with any unnecessary persons in the room.
4. Client information will not be disclosed to any other clients.
5. Client records will be stored in a designated, fire proof, water proof, locked area.
6. Client records will be made available to authorized personnel only.
7. Outside agency disclosure of client information will be provided only with informed written consent of the client according to HIPAA guidelines.
8. Disclosures of information to outside agencies or persons will be kept on file according to HIPAA guidelines.
9. All requests from outside agencies for client personal health information will be processed through the Privacy Officer according to HIPAA guidelines.
10. When volunteers are unsure regarding an issue of confidentiality or a request for information they are directed to their supervisor for clarification.
11. When leaving an office all volunteers are directed to close or put away any client personal health information.
12. Front office volunteers are directed to be sure that no client personal health information is within eyesight of visitors.
13. Any document that contains any client information and needs to be discarded must be shredded.
14. No photographs, video or recording of the clients or the facility is allowed.

## **Policy and Procedures for Use of Social Media**

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Volunteers of The Village Center are expected to present a professional and service oriented image at all times including in the use of social media. Such use may include, but is not limited to, postings of images or content in online forums, blogs, microblogs, wikis or vlogs (e.g., Facebook, LinkedIn, MySpace, YouTube, Twitter, health pages and blogs, media sites or similar types of online forums). The intent of this policy is not to restrict the flow of useful and appropriate information, but to minimize potential unlawful harm to The Village Center, its employees, and clients.

### **Prohibited Activities**

All volunteers are expected to maintain relationships of a professional nature with The Village Center clients. Therefore, all volunteers are prohibited from engaging in personal social media communications with any current clients of The Village Center. This includes but is not limited to Facebook, Twitter, as well as text messaging and instant messaging via any media. There may be times when it is necessary for a volunteer and a client to communicate via text message or cell phone. Keep in mind that all communications should be work related, professional and necessary. If a client is sending you messages or calling you to discuss subjects that are not directly work related, respectfully let the client know that it is against The Village Center policy and let your supervisor know immediately.

### **Prohibited Subjects**

In order to prevent communications inconsistent with the law (e.g., HIPAA, privacy, confidentiality, copyright, and trademark laws), the following subjects may not be discussed by volunteers in any form of social media:

- Confidential or proprietary information of The Village Center;
- Confidential or proprietary information of clients, including a client's identity or health condition in any way;
- Confidential or proprietary information of The Village Center's business partners, vendors and suppliers;
- Intellectual property of The Village Center;
- Defamatory, discriminatory or disparaging comments about a co-volunteer, client, vendor, supplier or competitor, including content that would be in violation of the letter or spirit of the Company's Sexual Harassment or Anti-Discrimination/Anti-Harassment Policy; and
- Obscene, profane, threatening, hateful or humiliating comments about a co-volunteer, client, vendor, supplier or competitor.

### **Disclaimers**

Unless a volunteer is serving as an approved, official spokesperson for The Village Center, usage of social media shall only be comprised of the employee's personal opinions and not reflect the opinion of The Village Center. Any unapproved, unofficial usage of social media that relates or refers to The Village Center must include a disclaimer that the communication is not made on behalf of The Village Center. Even when you are talking as an individual, people may perceive you to be talking on behalf of The Village Center.