



ESCI Volunteer Agreement

We are pleased that you have decided to volunteer your services to Easterseals Central Illinois, hereinafter referred to as "ESCI".

Please affirm your acceptance of the terms of this agreement, stated below, with your signature.

1. I agree that as a volunteer my participation in the activities is without valuable consideration.
2. I understand that ESCI shall have the right to release me as a volunteer without prior notice. I understand that I do not have a formal work appointment for these services.
3. I understand that as a volunteer, ESCI does not provide me with accident or medical insurance, and is therefore not responsible for any accident or medical expenses incurred by me. Further, I understand that I am neither covered by Workers' Compensation nor entitled to employee benefits as a result of my ESCI volunteer affiliation.
4. ESCI agrees to provide me with third party liability insurance to protect me from any claims filed against me related to the volunteer activities I agree to participate in. In exchange, I, on behalf of myself, my heirs, and my representatives do hereby release, indemnify, and hold harmless ESCI or any of its officers, agents, or employees from any and all liability, damage, or claim of any nature that arises out of or related to my volunteer activities.
5. I acknowledge that I have read and agree to the contents of the Volunteer Policies and Procedures.
6. I understand that signing below grants permission to Easterseals Central Illinois to run my information through the Illinois Sex Offender Registry Database.
7. I am aware of the terms and conditions of this agreement and am signing this agreement of my own free will. Further, by signing this agreement I attest to the fact that I am eighteen years of age or older.

ESCI Volunteer Signature _____

Date_____



ESCI Volunteer Legal Guardian Consent Form

To be completed if the volunteer is under the age of 18.

We are pleased that you have decided to volunteer your services to Easterseals Central Illinois, hereinafter referred to as "ESCI".

By signing below, I hereby attest to the following:

1. I am the legal guardian of _____, who is under eighteen years of age.
2. I give my consent for the aforementioned person to volunteer their services to ESCI and understand that their participation in the activities is without valuable consideration.
3. I acknowledge that I have read and agree to the contents of the Volunteer Policies and Procedures.
4. I understand that ESCI shall have the right to release the aforementioned person as a volunteer without prior notice. I understand that they do not have a formal work appointment for these services.
5. I understand that as a volunteer, the aforementioned person is not entitled to any employee benefits, including Worker's Compensation.
6. ESCI agrees to provide me with third party liability insurance to protect me from any claims filed against me related to the volunteer activities I agree to participate in. In exchange, I, on behalf of myself, my heirs, and my representatives do hereby release, indemnify, and hold harmless ESCI or any of its officers, agents, or employees from any and all liability, damage, or claim of any nature that arises out of or related to my volunteer activities.
7. I understand that signing below grants permission to Easterseals Central Illinois to run my information through the Illinois Sex Offender Registry Database.
8. I take full responsibility for any and all actions of the aforementioned person during their volunteer service to ESCI.

Date of Birth of Volunteer: _____

Legal Guardian Name: _____

Legal Guardian Signature: _____

Date: _____



HIPAA/CONFIDENTIALITY AGREEMENT

Confidentiality is the preservation of privileged information and it is critical to the credibility and reputation of Easterseals Central Illinois. By necessity, personal and private information is disclosed in a professional working relationship. Part of what you learn is necessary to your position; other information is shared within the development of a helping, trusting relationship. Therefore, most information gained about individual clients or donors through an assignment is confidential in terms of the law, and disclosure could make you legally liable. Disclosure could also damage your relationship with the client or donor and make it difficult for Easterseals to achieve its programmatic and fundraising goals.

Before you begin your position, you should be aware of the laws and penalties for breaching confidentiality. This policy is intended to protect you as well as Easterseals because, in extreme cases, violations of this policy may also result in personal liability. Although Easterseals is liable for your acts within the scope of your duty, giving information to an unauthorized person could result in the agency's refusal to support you in the event of legal action.

In accordance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 as well as subsequent updates including the HITECH Act and revisions, all participants, staff members, volunteers, observers, Board Members, and/or visitors of Easterseals shall respect the privacy of persons served, including current and former clients, current and prospective donors, current and prospective sponsors, and shall safeguard all information and materials obtained including financial data, business records, and the diagnostic course of services. This policy aligns with adherence to HIPAA and to Board Members' duty of loyalty, which obligates them to act in the best interest of the organization.

Any and all information acquired during the course of participating, working, volunteering, observing, and/or visiting is confidential information. There will be no discussing any confidential information outside of Easterseals or in areas where other clients are present. Please respect our clients' and their families' privacy.

What is HIPAA?

"HIPAA" stands for the Health Insurance Portability and Accountability Act of 1996. While HIPAA addresses many topics, it also resulted in rules pertaining to the privacy and security of health information. All Easterseals participants, staff members, volunteers, observers, Board Members, and/or visitors have a duty to safeguard patient information in any medium. HIPAA gives patients certain rights and requires healthcare facilities such as Easterseals to maintain a number of policies and procedures related to patient rights and the use of patient information.

What information do we have to protect?

Any information that can identify a patient is considered Protected Health Information (PHI). PHI, as defined by HIPAA, includes but is not limited to: patient's age, name, address, phone numbers, fax numbers, email addresses, social security number, medical record numbers, health plan beneficiary numbers, account numbers of any type, certificate numbers, license plate numbers, vehicle identifiers/serial numbers, URL's, IP addresses, fingerprints, voice prints, and full-face photographs. Any information that can reasonably point to the identity of a patient is confidential and cannot be released. Divulging this information, either written or oral, is a violation of federal law and is subject to disciplinary action.

How can we use Protected Health Information (PHI)?

Patient information can be used or shared only with the written permission of the patient or guardian, except in limited circumstances. Generally, we may use patient information without the permission of parents or legal guardians to treat the patient, bill insurance, or to use in certain internal operations (such as quality assurance), or if we are required to disclose it by law. Otherwise, we need to have a parent's or legal guardian's permission



or consent known as an "Authorization" before we can use patient information.

As a participant, staff member, volunteer, observer, Board Member, and/or visitor, I understand that I will have access to the above identifiers and that I will not disclose those identifiers. I also understand that I am not permitted to discuss with anyone outside of the original staff providing patient care any information which could identify the patient(s). I agree to take any questions I may have regarding what constitutes PHI to the supervising staff member for direction. I understand that my obligations under this Agreement will continue after my affiliation with Easterseals Central Illinois terminates. I also understand and agree that my failure to fulfill any of the obligations set forth in this policy and/or my violation of any terms of this policy shall result in my being subject to appropriate corrective action up to and including termination of position.

By signing below I acknowledge that I have read and agree to the contents of this **HIPAA/Confidentiality Agreement**. I understand that, as a participant, staff member, volunteer, observer, Board Member, and/or visitor of Easterseals, any and all information I acquire regarding persons served and their families is confidential. As a participant, staff member, volunteer, observer, Board Member, and/or visitor, I am responsible for protecting the rights and anonymity of persons served and the integrity of Easterseals. I agree to inform my supervisor immediately if I believe any violation (unintentional or otherwise) of the policy has occurred.

Volunteer Name – Printed: _____

Signature or Parent/Guardian Signature for Minors: _____

Date: _____



CONSENT TO USE VOICE AND IMAGE

At some point during your attendance at Easterseals Central Illinois, we may request a photograph, videotape and/or interview of you for Easterseals Central Illinois marketing, fundraising and/or public awareness initiatives. We respect and want to protect the privacy of our staff, visitors and volunteers. To this end, we are asking for your permission to capture your voice and image. Please read the following carefully before consenting to use of voice and image.

By signing below, I acknowledge and agree to the following:

- I give my permission to Easterseals Central Illinois, including the owners, trustees, officers, employees, agents and volunteers of these entities, to photograph, videotape and/or interview me during my attendance at Easterseals Central Illinois for the purpose of promoting or reporting on the programs held at Easterseals Central Illinois.
- I give my permission to Easterseals Central Illinois, including the owners, trustees, officers, employees, agents and volunteers of these entities, to publish any such photographs, video and/or interviews for the purpose of promoting or reporting on the programs held at Easterseals Central Illinois. Further, I understand that publication may include, without limitation, use of any such voice and image on Easterseals' websites, social media, brochures and videos.
- I understand that I have the right to inspect and copy the information to be disclosed.
- I understand that I may decline to be photographed, videotaped, filmed and/or interviewed at the time of the request.
- I understand that I may withdraw this consent in writing at any time.

This consent for disclosure is valid for the life of the photo, video, print materials and posting on electronic media.

Yes, I give consent to use of voice and image.

No, I do not give consent to use of voice and image.

Printed Name: _____

Signature _____

Date

NOTICE TO RECEIVING AGENCY/PERSON: Under the provisions of the Illinois Mental Health and Developmental Disabilities Confidentiality Act, you may not re-disclose any information covered by these Acts unless the person who consented to this disclosure specifically consents to such re-disclosure.

**Refusal to sign this Consent for Release of Photo and Video will not automatically disqualify a person from being considered for a volunteer position.*



RELEASE OF LIABILITY

This section must be filled out and signed by each participant and volunteer (or their parent/guardian) or they will not be allowed to participate or use the facilities or equipment at Easterseals Central Illinois.

PLEASE READ THIS SECTION CAREFULLY BEFORE SIGNING and be aware that in volunteering for any activity whether it be a program or event of Easter Seals Central Illinois, Timber Pointe Outdoor Center, a Contracted Partner Group, or a Guest Rental Group, or in using/renting Easter Seals Central Illinois or Timber Pointe Outdoor Center facilities and/or equipment, you will be waiving and releasing all claims for injuries, loss, or property damage that you or your child might sustain.

Acknowledgement of Risk or Injury Clause – As a volunteer for the program or event, I recognize and acknowledge that there are certain risks of physical injuries including death, damages, property damage, or loss which I (or my child) may sustain as a result of participating in any and all activities connected with such programs, events, and/or the use of the facilities or equipment.

Waiver of Claim for Injury Clause – I agree to waive and relinquish all claims that I (or my child) may have for injuries or damages, as a result of volunteering for the programs or events, and/or using the facilities or equipment against National Easter Seals, Easter Seals Central Illinois, Easter Seals Timber Pointe Outdoor Center, and their officers, agents, servants, employees, and affiliates.

Release from Liability Clause – I do hereby fully release and discharge National Easter Seals, Easter Seals Central Illinois, Easter Seals Timber Pointe Outdoor Center, and their officers, agents, servants, employees, and affiliates from any and all claims for injuries, including death, damages, property damage, or loss which may have or which may in the future accrue to me (or my child) on account of participation in the program, events, and/or use of the facilities or equipment.

Indemnity and Defense Clause – I further agree to indemnify and hold harmless and pay defense costs and defend National Easter Seals, Easter Seals Central Illinois, Easter Seals Timber Pointe Outdoor Center, and their officers, agents, servants, employees, and affiliates from any and all claims resulting from injuries, including death, damages, property damage, and/or loss sustained by me (or my child) and arising out of, connected with, or in any way associated with the activities of the program, event, or the use of the facilities or equipment.

Consent to Medically Treat – If an accident or emergency should occur while participating at Easter Seals Central Illinois or Easter Seals Timber Pointe Outdoor Center that requires medical treatment, I authorize the designated responsible person in charge to select and empower the local EMS system, nurses, physicians and/or surgeons to administer medical care to me (or my child). I absolve Easter Seals Central Illinois and Easter Seals Timber Pointe Outdoor Center's staff, nurses, physicians and/or surgeons from any and all liability for their acts rendered in good faith.

Consent to Medically Treat for Minors – If an accident or emergency should occur while participating at Easter Seals Central Illinois or Easter Seals Timber Pointe Outdoor Center that requires medical treatment, I authorize the designated responsible person in charge to secure medical care as needed until the undersigned Emergency Contact can be reached. In the event that the undersigned cannot be reached, I give permission for medical treatment by a physician or hospital selected by the designated person in charge. Such permission shall include any and all medical treatment which is necessary or desirable in the absolute discretion of any physician or hospital. The undersigned recognizes the right of the designated responsible person in charge, in his/her absolute discretion, to terminate the undersigned's volunteer position at any time due to medical actions which might jeopardize their own or others' health, safety, or wellbeing.

Volunteer Name: _____

Emergency Contact Name & Number: _____

Volunteer or Parent/Guardian Signature for Minors: _____ Date: _____