



Volunteer Clearance Forms

The Ulman Cancer Fund for Young Adults
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HIPAA

What is HIPAA?

It's the Health Insurance Portability and Accountability Act of 1996

Why do we need to know about HIPAA?

It's the Law!

It's the right thing to do!

It's protection YOU want for your own Personal Health Information (PHI)!

This is a Federal Law

The intent of HIPAA is:

1. To reduce Medicare/Medicaid fraud and abuse
2. To protect a patient's personal health information
3. To make electronically transmitted PHI more secure, simpler and standardized

Privacy

Our patients (and you) have the right to:

- Confidentiality
- Restrict who sees their PHI
- Review their PHI
- Authorize any additional uses and disclosures of PHI
- File a complaint
- Ask for a Privacy Notice from any healthcare provider

Security

Everyone with access to PHI must ensure patient information is controlled from accidental or intentional disclosure.

- This includes: voice mail, cell phones, fax, email, conversation, files in the back seat of your car
- This involves all our contracted providers too

ELECTRONIC TRANSACTIONS AND CODE SETS
Healthcare Providers must use standard electronic transactions

HIPAA 1

PROTECTING PATIENT PRIVACY IS *YOUR* RESPONSIBILITY

Confidentiality of patient information has always been an important part of healthcare.

As an employee or volunteer of San Diego Hospice and The Institute for Palliative Medicine, a breach of confidentiality regarding patient information could result in termination.

New Federal Regulations (under the HIPAA law) can impose *civil and criminal penalties* on *individuals* and health care providers if a patient's privacy is compromised.

Here is what you can do to protect *yourself* and the *patients* we serve:

- 1) Limit conversations *and phone calls* about patients to secured areas where you will not be overheard. (NOT in elevators, hallways, lobbies or cafeterias)
- 2) Limit conversations about patients to members of the Health Care Team ONLY. Even then, be sure the person has 'a need to know' this information.
- 3) Limit the use of a patient's full name whenever possible, i.e. on whiteboards, or binders. (Use initials or first name and last initial)
- 4) Keep any paperwork with patient names, or other identifiable patient data hidden from view, (i.e. in cabinets, in car trunks or backseats), turned over, or otherwise protected. All paperwork containing patient identifiable information that needs to be discarded should be deposited in the tall locked bins located throughout the agency. Do NOT throw in your trash at home.
- 5) Lock *all* areas where patient information is stored when unoccupied (car, office, desk drawers/overheads, home).

HIPAA 2

SECURING PERSONAL HEALTH INFORMATION (PHI)

As an employee and volunteer of San Diego Hospice and The Institute for Palliative Medicine, a breach of confidentiality regarding patient information in Medical Records could result in termination.

New Federal Regulations (under the HIPAA law) can impose *civil and criminal penalties* on *individuals* and health care providers if security of the patient's Medical Records is breached.

Here is what you can do to protect *Medical Records*:

- 1) Medical records must be kept behind locked doors.
- 2) Patient charts in the patient's home need to be secure.
- 3) Medical records should not be left in your car overnight if parked on the street.
- 4) All SDHIPM employees and volunteers need to be aware of who is in the building.
- 5) ICC records are available for use in the ICC only. They must not be taken from the building.

Treat your patient's information the way *you* would want your personal information treated.

Ulman Cancer Fund for Young Adults Helping Others Fight – Confidentiality Agreement

It is the policy of the Ulman Cancer Fund for Young Adults and our affiliated partners in cancer care to respect and protect the privacy rights and confidentiality of patients, their families, staff, and third parties. All information contained in patient files or hospital records of any kind is strictly confidential. In addition, any information about UCF’s business, patients, families, staff, or third parties that is disclosed or becomes known in the course of one’s volunteer assignment must be kept confidential.

As a volunteer with the Ulman Cancer Fund for Young Adults, I understand and agree to the following:

- To hold all information specified above strictly confidential
- To access information on past or present clients only on a “need to know” bases in performing duties within the scope of my position
- To share confidential information specified above with other employees, Helping Others Fight program specialists, or volunteers only as it applies to their role and need to know
- To obtain any appropriate releases if patient and family information is to be shared with those outside UCF/HOF
- To handle all paperwork, forms, and hold conversations in a manner or place that precludes accidental observation or hearing of confidential information

I understand that maintaining confidentiality, especially that of patients and families, is of utmost importance and that failure to maintain this agreement may result in disciplinary action up to and including termination of my volunteer position. If I am uncertain of my understanding of any of the agreements listed here, I will ask the Helping Others Fight support team or UCF staff liaison for clarification.

Confidentiality Cont.

I, _____ understand and agree to the terms listed in the Ulman Cancer Fund for Young Adults' Confidentiality Agreement, and will uphold standards of confidentiality throughout my volunteer assignment.

Volunteer Signature

Today's Date

BACKGROUND CHECK CONSENT FORM

First name: _____

Middle name: _____

Last name: _____

Maiden name (if applicable): _____

Date of Birth: ____/____/____ SS#: _____

Current Street Address: _____

City, State, Zip: _____

- I understand that the Ulman Cancer Fund for Young Adults will use the information provided above in order to run a comprehensive review of my background.
- I understand that this background check must be run before my participation in Helping Others Fight volunteer activities, but will not be conducted until this form is signed and returned to a UCF representative.
- I understand that UCF may keep the above information on file in order to run additional background checks in the future, without notice or further approval required.

Effective immediately, I authorize the law offices of Silverman, Thompson, Slutkin, and White to proceed with a background check based on the information above, which is accurate to my knowledge.

Signature

Today's Date

Ulman Cancer Fund for Young Adults – “Helping Others Fight”

Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement

I, _____ [“Participant”] hereby acknowledge that I have voluntarily elected to participate in the volunteer program, “Helping Others Fight.” In consideration for being permitted by the Ulman Cancer Fund for Young Adults to participate in this organization, I hereby acknowledge and agree to the following:

Elective participation: I acknowledge that my participation is elective and voluntary.

Rules and requirements: I agree to conduct myself in accordance with the organization policies and procedures, and have undergone the training session offered by the organization. I acknowledge that the Ulman Cancer Fund for Young Adults has the right to terminate my participation in the activities of “Helping Others Fight” if it is determined that my conduct is detrimental to the best interests of the group, my conduct violates any rule of the organization, or for any other reason in their discretion.

Informed consent: I have been informed of and I understand the various aspects of the volunteer program, including the dangers, hazards, and risks inherent in volunteer activities. I understand that I could sustain injuries and property damage as a result of my participation in the group, which may include, but are not limited to, activities such as working with people, cleaning and maintenance projects, preparing and serving food, other service activities, transportation to and from volunteer work sites via private vehicles, and any other activities I undertake as an adjunct to the program. I understand that as a participant in the organization’s activities, I could sustain serious personal injuries, illness, property damage, or even death as a consequence of not only organization actions or inactions, but also the actions, inactions, negligence, or fault of others, condition of equipment used, facility conditions, weather conditions, negligent first aid operations and procedures and that there may be other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, property damage, disability, or death that I may sustain by any means is my sole responsibility, except for those occurrences due to the organization’s negligence or intentional acts.

Release and Waiver of Liability: I, the undersigned, hereby release, waive, discharge, and covenant not to sue the Ulman Cancer Fund for Young Adults, including its board, employees, agents, volunteers, and/or students (hereinafter referred to as “Releasees”) for any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys’ fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the program, regardless of whether injury, damage or death is caused by the releasees, unless the injury, damage, or death is caused by the releasees’ negligence or intentional acts, and regardless of whether the injury, damage, or death occurs while in, on upon, or in transit to or from the premises where the activity, or any adjunct to the activity, occurs or is

being conducted. I further agree that the releasees are not in any way responsible for any injury or damage that I sustain as a result of my own negligent acts.

Assumption of Risk: I understand that there are potential dangers incidental to my participation in the program, some of which may be dangerous and which may expose me to the risk of personal injuries, property damage, or even death. I understand that these potential risks are incidental to my participation in activities which may include, but are not limited to: working with people, cleaning and maintenance projects, preparing and serving food, and other service activities, transportation to and from volunteer work sites, include via a private vehicle, Ulman Cancer Fund-owned vehicles, and common carriers, and in any independent activities I undertake as an adjunct to the volunteer program. Furthermore, I acknowledge that there are other potential dangers incidental to my participation in the volunteer program due to weather conditions, volunteer facility conditions, equipment conditions, negligent first aid operations or procedures of releasees, and other risks that are unknown at this time. I knowingly and voluntarily assume all such risks, both known and unknown, even if arising from the acts of the releasees, unless they arise from the releasees' intentional or negligent acts, and assume full responsibility for my participation in the volunteer program.

Indemnity: I, the undersigned, agree to hold harmless, defend and indemnify the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the volunteer program, regardless of whether the injury, damage or death is caused by the releasees or otherwise, unless the injury damage or death is caused by the releasees' negligence or intentional acts.

Non-Employee Status: I understand and acknowledge that in participating in the volunteer program, I am doing so independently as a volunteer and that I am not an employee or agent of the Ulman Cancer Fund for Young Adults. I understand and agree that as a volunteer that I am not entitled to receive compensation or any other employee benefit for my participation in the volunteer program.

Personal Medical Insurance: I acknowledge that I am responsible for the cost of any and all medical and health services I may require as a result of participating in the volunteer program. I understand and agree that the Ulman Cancer Fund for Young Adults shall not in any way be responsible for other contingent losses arising from any injury I sustain that is not the result of the organization's negligent or intentional acts.

Medical Assistance: I understand that as a volunteer of the Ulman Cancer Fund for Young Adults, I am neither qualified nor authorized to offer medical assistance to other participants or clients of the organization. Should medical assistance be requested, participants have the right to refuse.

I have read this agreement and fully understand its terms. I am aware that this agreement includes a release and waiver of liability, an assumption of risk, and an agreement to indemnify the releasees. I understand I have given up substantial rights by signing this agreement, and sign it freely and voluntarily without any inducement. By my signature I represent that I am at least eighteen years of age, or if not, that I have secured below the signature of my parent or guardian as well as my own.

Signature of Participant

Date

Signature of Parent/Guardian for participants under eighteen (18) years of age:

I certify that I have custody of _____, or am the legal guardian of this participant by court order. I have read this agreement and fully understand its terms. I am aware that this agreement includes a release and waiver of liability, an assumption of risk, and an agreement to indemnify the releasees. I join with this participant in granting a release to Releasees as set forth in detail above.

Signature of Parent/Guardian

Date

AUTHORIZATION FOR AND RELEASE OF IMAGE, VOICE, PHOTOGRAPHS, VIDEO TAPE, PERFORMANCE, SOUND RECORDINGS OR OTHER MEDIA MATERIALS

NAME: _____

I hereby consent, permit and authorize ***The Ulman Cancer Fund for Young Adults, Inc.*** and its affiliates, agents, employees, contractors, personnel, and others acting on their behalf (collectively, "Ulman Cancer Fund for Young Adults") to use my likeness, voice, and image in drawings, photographs, videotapes, sound recordings, motion pictures or other media materials (collectively referred to as "media materials") which may be used for promotional purposes, research, publicity or other purposes deemed appropriate by Ulman Cancer Fund for Young Adults. I understand that my photograph or likeness and voice may be copied and distributed by means of various media, including video presentation, simultaneous use television, rebroadcast, radio distribution or retransmission, news bulletins, press releases, billboards or signs, brochures, placement on Ulman Cancer Fund for Young Adults' web sites or other websites, and by other electronic delivery or publications. I acknowledge that Ulman Cancer Fund for Young Adults has the right to make one or more photographs, audio recordings, videotape or disk presentations, or other electronic reproduction of my image, voice or performance in accordance with this agreement. I waive any right to inspect or approve the finished product or any media materials in which Ulman Cancer Fund for Young Adults may eventually use my photograph, likeness or voice.

I understand that all media materials are the property of the Ulman Cancer Fund for Young Adults and I relinquish any right, title or interest in or to the media materials or the use made of them by the Ulman Cancer Fund for Young Adults, including any copyright therein. I understand that my name may or may not be included in whatever credits are associated with the media materials and that my likeness may or may not appear in any media materials.

I release from liability the Ulman Cancer Fund for Young Adults, its principals, successors and assigns from any and all claims, costs, expenses and damages arising out of the making of the media materials and the release of them or any information concerning them. This release is binding upon me and my personal representatives, guardians, heirs, successors, assigns, and other legal representatives.

I understand that, although Ulman Cancer Fund for Young Adults will endeavor to use my photograph, likeness, and voice in accordance with standards of good judgment, Ulman Cancer Fund for Young Adults cannot warrant or guarantee that any further dissemination of my photograph or likeness will be subject to Ulman Cancer Fund for Young Adults' supervision or control. Accordingly, I release Ulman Cancer Fund for Young Adults from any and all liability related to dissemination of my photograph, likeness or voice, the reproduction, distribution, and display of the photographs in print or an any and all other media and any alteration, distortion or illusionary effect, whether intentional or otherwise, in connection with such use. I also understand that I may not withdraw my permission for the use of any photos, or other likeness at any time in the future.

Ulman Cancer Fund for Young Adults Volunteer Driver Policy

As part of the responsibilities of their position, certain Helping Others Fight volunteers may be required to drive automobiles as part of their duties. All volunteers who may transport clients in the course of their responsibilities must meet the following requirements:

- Must be at least of legal driving age (in accordance with state law);
- Must have none of the following convictions in the past five years:
 - Driving while intoxicated (DUI or DWI)
 - Leaving the scene of an accident
- Must submit a copy of a valid driver's license and proof of current and up-to-date insurance coverage. This insurance coverage must meet the state minimum requirements for automobile insurance.
- Must comply with all state motor vehicle laws at all times. This includes using seat belts and infant or child seats as required by law.
- Must report any change of status in their insurance, drivers' license, or official driving record to a Helping Others Fight Program Specialist. This includes reporting any incident involving driving for business purposes within 24 hours of the incident.

The Ulman Cancer Fund for Young Adults' automobile insurance policy provides coverage for the UCF-owned or rented vehicles.

For vehicles owned by UCF staff or volunteers, the vehicle owner's insurance provides the primary auto liability insurance coverage. If there is no primary coverage, it is a violation of law and the UCF policy will NOT provide coverage for individual's liability, and the vehicle owner will be personally liable for his or her own actions.



Automobile Insurance Provider Name

Insurance Address

Insurance Phone Number

Maximum Coverage

I have read and understand the terms and conditions of the Ulman Cancer Fund for Young Adults' Volunteer Driver Policy.

Printed Name

Signature

Today's Date