

Volunteer Agreement

Between Mile High Behavioral Healthcare and

(hereinafter "the volunteer")	

Volunteer Waiver, Release, and Indemnity Agreement

This document sets forth the responsibilities and understandings of the volunteer and of Mile High Behavioral Healthcare regarding volunteer's participation in volunteer programs partially or wholly coordinated by Mile High Behavioral Healthcare (hereinafter "the organization").

The volunteer and Mile High Behavioral Healthcare agree as follows:

- 1. The volunteer performs the service of the volunteer's own free will, without promise, expectation, or receipt of remuneration. The volunteer is not an employee or agent of organization for any purpose and the volunteer's services are not controlled nor mandated by organization.
- 2. If the volunteer is under the age of 18, the volunteer may only participate in volunteer service with the express written consent of the volunteer's parent or guardian.
- 3. The volunteer understands and agrees that it is possible that the volunteer may be injured or otherwise harmed during volunteer service due to accidents, acts of nature, the volunteer's negligent or intentional acts, or the negligent or intentional acts of others; that while organization has taken some steps to reduce the chances of injuries or harm to the volunteer, that organization has no control over most risks, and, thus, cannot and does not guarantee nor take any responsibility for the safety of the volunteer or the volunteer's property while the volunteer is engaged in volunteer service; and that the volunteer must take full responsibility for himself or herself and assume the risk of harm or damage while serving by taking all necessary and reasonable precautions and acting in a manner that will help protect himself or herself and his or her property.
- 4. The volunteer agrees to waive and release organization from any and all potential claims for injury, illness, damage, or death which the volunteer may have against organization that might arise out of the volunteer's service and to hold organization harmless there from.
- 5. The volunteer agrees and understands that injuries or losses to others, such as co-workers or the person(s) being helped, may occur as a result of the volunteer's negligent or intentional acts during volunteer service, and that to avoid such harm, the volunteer must exercise care and act responsibly in serving others.
- 6. If any injury or loss to another does occur due to the volunteer's intentional actions or due to volunteer's negligent actions arising outside of the scope of the volunteer's activities, the volunteer must accept the liability for and repair, or make reparations for, the harm done.
- 7. Organization is not providing the volunteer with insurance coverage for any injuries, conditions, or losses to the volunteer arising out of volunteer activities, except that organization does provide liability insurance coverage on all organization vehicles used during service projects.

- 8. The volunteer must maintain his or her own primary medical insurance and the volunteer's own automobile liability insurance when driving a non-organization vehicle to cover potential medical and other costs related to the volunteer service; and the volunteer is also encourages to maintain property and life insurance coverage while serving as a volunteer.
- 9. All costs for injury or loss above the coverage provided by the volunteer's insurance are the volunteer's personal responsibility.
- 10. Since volunteers are not organization employees, organization does not provide worker's compensation coverage for injuries or illnesses to the volunteer arising out of volunteer activities.
- 11. Organization will provide you with a legal defense, upon your request, in response to any claim or action brought against you, arising out of your volunteer service in a program that organization helps coordinate, where you were acting in good faith and reasonably believed you were acting within the scope of the volunteer activity, and the act in question was not an intentional or knowing act constituting illegal willful, or wanton misconduct. However, organization will not defend you in any case where the injury resulted from your operations of a non-organization motor vehicle, vessel, aircraft, or other vehicle for which a pilot or operator's license is required or where the suite is brought by an authorized governmental officer to enforce a federal, state, or local law.
- 12. In legal actions in which organization provides your defense, organization will pay for reasonable attorney fees, judgments, settlements, or other expenses directly related to your defense only up to the limits presently stated in the appropriate State statutes, one time only per volunteer. Organization will control the defense and you must reasonably cooperate and comply with organization decisions and procedures.

I understand the Waiver, Release and Indemnity Agreement, and I will abide by the guidelines above.

Initial

Confidentiality Agreement

As a volunteer of this facility, know that client records are maintained at this facility and Federal Law and Confidentiality Regulations protect client confidentiality. No one at this agency may disclose any information about the client or client contact with this agency unless the following conditions exist:

- 1. The client gives consent in writing.
- 2. A court order exists for such disclosure.
- 3. In the case of medical or psychiatric emergency, this information will be disclosed to qualified personnel.

It is a crime to violate Federal Laws and Regulations and you have the right to report suspected violations to the appropriate authorities.

Federal laws and Regulations do not protect any information about client involvement with child abuse or neglect. This agency has a "duty to report" any such suspicions to the state and local authorities. See 42 U.S.C. 290dd-3 and 42 U.S.C. 290ee-3 for Federal Laws and 42 C.F.R. Part 2 for Federal Regulations.

Federal laws and Regulations do not protect any information about a crime committed by a client at either the program or against any person who works for the program or any threat to commit such a crime. By signing below, the parties confirm that they have read, understand, and consent to the terms of this waiver agreement.

I understand the Confidentiality Agreement, and I will abide by the guidelines above.

Media Consent and Release Form

I hereby give Mile High Behavioral Healthcare and its employees, representatives, and authorized media organizations permission to print, photograph, and record myself for use in audio, video, film, or any other electronic, digital and printed media. This includes use of my name.

I further release and relieve Mile High Behavioral Healthcare, its Board of Directors, employees, and other representatives from any liabilities, known or unknown, arising out of the use of this material. I certify that I have read the Media Consent and Release Liability statement and fully understand its terms and conditions.

I understand the Media Agreement, and I will abide by the guidelines above.

Initial

Volunteer Boundary Expectations

The Following Boundary Lines *may* compromise your Position of Trust as a Volunteer, and can result in inappropriate or unhealthy relationships with guests, volunteers, staff, and/or community members. Therefore, caution is advised. Boundary Lines to Be Aware of:

- 1. **Developing Strong Feelings about a Guest**: Whether feelings are positive or negative, it is important that emotions do not impact the quality of care for all guests, or relevant staff, volunteers, and community members. Please keep all demeanor professional while on site.
- 2. Overprotecting, Overdoing, and Over-identifying with a Guest: Whether actions are beneficial or neutral, it is important that any action does not impact the equal quality of care for all guests, or relevant staff, volunteers, and community members. Please provide equal and fair treatment to all guests, and keep all conduct professional while on site.
- 3. **Self-Disclosure of Personal Information**: Avoid sharing intimate personal information or history with guests. Personal information includes (but is not limited to): personal email, phone number, home address, banking information, or anything like that. Personal history includes (but is not limited to): divulging lived trauma experience, political affiliation, proselytizing religious beliefs, or anything like that.

The Following Boundary Lines *do* compromise your Position of Trust as a Volunteer, and create inappropriate and unhealthy relationships with guests, volunteers, staff, and community members. Failure to adhere to these guidelines will result in immediate dismissal of services. Boundary Lines You MAY NOT CROSS:

- 1. Exchanges of Money, Services, Loans, Barters, or Sales of Goods: As a representative of Mile High Behavioral Health Care, you may not exchange money or services, offer or accept loans, barter, or make sales with a guest (unless stated in an explicit contract with Mile High Behavioral Healthcare). All other services rendered are by donation and voluntary.
- 2. Inappropriate Touching, Comforting, or Sexual Conduct with a Guest: Physical contact such as handshakes, hugs, and high fives, are allowed, but *must* be expressly welcomed and received by the guest, staff member, volunteer, or community member. Unless you have received express permission from the person, avoid physical touch. Any unwelcomed or inappropriate touching, comforting, or sexual conduct is unethical and will not be tolerated.
- 3. **Providing Shelter or Transportation in your Personal Use Vehicle**: Unless expressly stated in an agreement or contract with Mile High Behavioral Healthcare, do not provide transportation or shelter of any kind in your personal use vehicle for guests or clients.
- 4. **Providing Access to Personal Items**: Unless the item is for permanent donation, do not loan, barter, or otherwise provide intentional access to personal items. Personal items include (but are not limited to): phones, wallets, keys, cars, credit/debit cards, personal residence, owned or rented property, and the like.

Volunteer Information

Print Name:		
Signature:		
Date:		
Organization/Affiliation:		
Address:		
City, State, Zip:		
Phone Number:		
Email:		