

SCARLET OAK FARMS INC VOLUNTEER SERVICES

MEMORANDUM OF UNDERSTAND + RELEASE OF LIABILITY

On this _____ day of _____, 20_____, Scarlet Oak Farms Inc Volunteer Services, hereinafter referred to as "Organization" and the Volunteer _____, hereinafter referred to as "Volunteer", enter into this Memorandum of Understanding which details the responsibilities and understanding between both Parties as follows:

1. **Services:** Organization agrees to provide training for each volunteer assignment. Once accepted, the Volunteer agrees to provide the services of the volunteer assignment. Throughout providing services to the Organization, the Volunteer can learn firsthand about animals and know that they are helping to enrich the lives of their fellow individuals.
2. **Compensation:** Volunteer will receive no compensation for these services.
3. **Confidentiality:** Volunteer acknowledges that they have received information about and understand the great importance of maintaining confidentiality with regards to any information contained in records or through observation or discussions during any volunteer assignment. Furthermore, the Volunteer acknowledges an understanding that there are laws regarding confidentiality which could place them in danger of criminal and civil liability for revealing any such confidential information, however received.
4. **Termination:** The Organization may terminate the Volunteer's services at any time upon notice to the Volunteer. The Volunteer may terminate their services to the Organization at any time upon notice that they will no longer provide these services. The Volunteer may request a different assignment if they are not comfortable with the Volunteer assignment.
5. **Release of all Liability:** Volunteer hereby releases and discharges the Organization, its Board of Directors, employees, agents and assigns, from any and all liability for claims or causes of action of any kind, including but not limited to, losses, injuries, damages, costs or attorneys' fees arising from personal injury, wrongful death, property damage or other damages, that may result directly or indirectly, from these volunteer services.
6. **Relationship between Organization and Volunteer:** The acceptance of a Volunteer assignment by Volunteer does not create the relationship of employer and employee between the Organization and the Volunteer. The Volunteer acknowledges that Volunteer has requested that Organization allow them to serve at their own risk and that the Organization provides NO insurance of any kind for the benefit of Volunteer, and that Volunteer voluntarily accepts and assumes all risks associated with or arising from participation in the Volunteer Program. If Volunteer is concerned about the safety of an assignment, Volunteer may refuse said assignment.
7. **Driving Privileges:** Volunteers are not permitted to operate Organization-owned vehicles.
8. **Rescues/Animal Pulls:** Volunteers are NOT permitted to initiate or conduct Organization led rescues or animal pulls from other entities. Volunteers are NOT permitted to accept animals on the Organization's behalf.
9. **Criminal Background Check:** Volunteer understands that Organization reserves the right to conduct a criminal background check. Volunteer gives permission to any board member within Organization to conduct a criminal background check.
10. **Consent, Waiver and Release of Photo/Media:** Volunteer hereby grants the Organization the right to exhibit the Volunteer's name and/or picture in connection with Organization's activities. Any photograph may be used without Volunteer's prior examination of the finished product. Volunteer hereby waives his or her right to privacy with this consent and acknowledges that there shall be no financial payment for use of the photo/media, etc. by the Organization for recruitment/reporting purposes.
11. **Age Requirements and Court Orders for Community Service:** Volunteers must be at least 12 years of age. Any Volunteer under the age of 18 MUST have the consent of a parent or legal guardian. Organization does NOT off Volunteer service hours for Community Service under a Court Order.
12. **Acknowledged and Agreed:** Volunteer, by signing below, acknowledges that Organization is permitting said Volunteer to serve as a volunteer with Scarlet Oak Farms Inc. under the terms and conditions stated herein.



Agreed between the parties on this the _____ day of _____, _____.

SCARLET OAK FARMS REPRESENTATIVE SIGNATURE

DATE

VOLUNTEER SIGNATURE

DATE

PARENT/LEGAL GUARDIAN

This form **must be completed, signed and returned before** your child is permitted to volunteer at Scarlet Oak Farms Inc.

SIGNATURE OF PARENT/GUARDIAN (IF APPLICANT IS A MINOR)

DATE

ADDRESS (STREET, CITY, STATE, ZIP)

PHONE NUMBER

NAME OF MINOR

SCARLET OAK FARMS INC VOLUNTEER SERVICES

DRUG FREE POLICY

Scarlet Oak Farms Inc. is committed to providing an alcohol and drug free workplace for its volunteers, employees, board members, and those who conduct business with the Organization.

Workplace substance abuse affects safety, productivity, security, and public trust. Substance abuse interferes with judgement, slows reflexes, lessens concentration, decreases performance, leads to arguments, destroys relationships, and harms health.

The following are prohibited on Organization premises and workplaces and while conducting any Organization business:

- The unlawful manufacture, solicitation, distribution, dispensation, sale, possession or use of controlled substances.
- The unlawful manufacture, possession, sale, distribution or delivery of drug paraphernalia.
- Use of alcoholic beverages.
- Misuse of legally prescribed drugs, and the use of illegally obtained prescription drugs. Any use of legally prescribed drugs and nonprescription medications which carries a warning label that indicates that mental functioning, motor skills or judgment may be adversely affected must be reported to the supervisor.

Any violation of the above shall be considered unacceptable personal conduct and shall be grounds for Volunteer termination.

Documentation/Reassignment

- Volunteers should inform Organization advisor if prescribed drug/drugs will affect work habits
- Organization advisor will document
- Volunteer may be temporarily reassigned or have volunteer hours rescheduled

Volunteer Responsibilities

- To report reasonable suspicion of illegal use or possession by employees/volunteers/board member in the workplace

The Organization will report violations of criminal drug statutes occurring in the workplace to the appropriated law enforcement officials.



By my signature below, I certify:

I have been informed of the dangers of drug and alcohol abuse in the workplace.

I have been given a copy of Scarlet Oak Farms Inc.'s Drug Free Policy.

I have been informed of the policy contents and the disciplinary steps that may be taken for violating the policy.

I have been given the opportunity to discuss and ask questions about the policy and my rights regarding the policy.

I agree to abide by the policy in all respects.

NAME (PRINTED)

SIGNATURE

DATE

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NAME OF MINOR

SCARLET OAK FARMS INC VOLUNTEER SERVICES

HARASSMENT POLICY

Scarlet Oak Farms Inc. prohibits unlawful workplace harassment of employees, volunteers, and board members and ensures that Organization work sites are free of unlawful workplace harassment.

1. Unlawful Workplace Harassment is defined as unsolicited and unwelcome speech or conduct based upon race, sex, creed, religion, national origin, age, color, or handicapping condition that creates a hostile work environment or circumstances involving sexual harassment.
2. Hostile Work Environment is one that both a reasonable person would find hostile or abusive and one that the particular person who is the object of the harassment perceives to be hostile or abusive. Hostile work environment is determined by examining all the circumstances, including the frequency of the allegedly harassing conduct, its severity, whether it is physically threatening or humiliating, and whether it unreasonably interferes with a volunteer's ability to do their work.
3. Sexual Harassment consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct when: A) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's volunteerism or B) submission to or rejection of such conduct by an individual is used as the basis for volunteer decisions affecting such individual.
4. Retaliation is adverse action or treatment taken because of opposition to unlawful workplace harassment.

Volunteers should notify their Organization advisor of the situation. The Organization advisor is responsible for reporting the situation to their supervisor. The supervisor is responsible for investigating the situation and taking corrective action.

Scarlet Oak Farms Inc. will take prompt remedial action and/or disciplinary action up to and including dismissal if the investigation reveals any violation of this policy.



By my signature below, I certify that:

I have been informed of the definition of Unlawful Workplace Harassment.

I have been given a copy of Scarlet Oak Farms Inc.'s Harassment Policy.

I have been informed of the policy contents including the process to file a complaint and the disciplinary steps that may be taken for violating the policy.

I have been given the opportunity to discuss and ask questions about the policy and my rights regarding the policy.

I agree to abide by the policy in all respects.

NAME (PRINTED)

SIGNATURE

DATE

PARENT/LEGAL GUARDIAN

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PHONE NUMBER

NAME OF MINOR



SCARLET OAK FARMS INC VOLUNTEER SERVICES

HIPAA CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

As required by the federal statute §164.518(b) of the HIPAA Privacy Rule, and §164.308(a) of the HIPAA Security Rule, Organization is required to: 1) provide awareness regarding HIPAA privacy and security requirements for all workforce members with potential access to protected health information (PHI); and 2) enforce compliance with established policies and procedures relating to HIPAA legislation.

By signing below, I certify that:

I received, read, and understand the *Scarlet Oak Farms Inc. Notice of Privacy Practices*, which details client privacy rights relating to protecting health information.

I agree not to disclose protected health information for any purpose unless required to do so in the official capacity of my employment or business relationship. If required to disclose protected health information, I agree to adhere to established policies and procedures governing disclosure.

I understand that disclosure of protected health information is prohibited indefinitely, even after termination of employment or business relationship.

I have been given the opportunity to discuss and ask questions relating to Scarlet Oak Farms Inc.'s responsibility to protect client rights according to HIPAA legislation.

I understand that if I violate any of the above terms, I may be subject to disciplinary action, including termination of employment or business relationship, loss of privileges, legal action for monetary damages or injunction, or any other remedy available to Scarlet Oak Farms Inc. I understand that in addition to any disciplinary action taken by Scarlet Oak Farms Inc., I am also subject to civil and criminal penalties which can included a fine up to \$250,000 or imprisonment up to 10 years as set forth in the HIPAA statutes.

NAME (PRINTED)

SIGNATURE

DATE

PARENT/LEGAL GUARDIAN

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SIGNATURE OF PARENT/GUARDIAN (IF APPLICANT IS A MINOR)

DATE

NAME OF MINOR



Please read over and initial next to the following items. If the volunteer is under 18 years old, their parent/guardian must also read over the items and initial next to the volunteer.

_____ I fully understand that my services are provided strictly in a volunteer capacity, and I agree to provide my services to SOF as a volunteer. I understand that I will receive no compensation, salary, employee benefits or payments of any kind for the services I render.

_____ I fully understand that SOF handles large numbers of animals on a daily basis. The temperament of these animals is often unknown to SOF staff. I agree not to hold Scarlet Oak Farms Inc. responsible for any injuries, which I might sustain, from handling animals during the course of my volunteer and or community service duties.

_____ I fully understand and agree to assume all risks involved in any and all duties that I perform for SOF in my volunteer capacity. Such duties might include, but are not limited to, animal handling, custodial work, staff assistance and other volunteer duties.

_____ I agree to familiarize myself with SOF policies and procedures, and will fully comply with both the letter and spirit of these policies and procedures.

_____ I fully understand that SOF expects high standards of moral and ethical treatment of animals under its care. I agree to adhere strictly to these standards in my volunteer capacity at Scarlet Oak Farms Inc.

_____ I agree not to represent Scarlet Oak Farms Inc. outside of my volunteer capacity. SOF employs a designated spokesperson to handle the concerns of animal welfare issues within and outside of the organization.

_____ I fully understand and agree that either failure to comply with any and all of these obligations, policies, and procedures outlined in this Volunteer Agreement and explained to me at the volunteer orientation or for any reason whatsoever while performing my volunteer services to SOF. Scarlet Oak Farms Inc., at its sole discretion, may immediately terminate my services.

_____ I agree to release, discharge, indemnify and hold SOF non responsible for any and all damage to my personal property while performing my volunteer services to SOF in a volunteer capacity.

_____ I recognize that in handling animals at SOF there exists a risk of injury including personal/physical harm. On behalf of myself, my heirs, personal representatives and executors, I hereby release and do not hold responsible SOF, its agents, servants and employees from any and all claims, causes of actions or demands, of any nature of case connected with my Volunteer Agreement. This might include costs, attorney fees and court costs incurred by SOF in connection with my volunteer services based on damages or injuries, which may be incurred or sustained by me in anyway. Such damages or injuries might include, but are not limited to, animal bites/scratches, accidents, injuries or personal property damages.

_____ I fully understand that public relations are an important part of volunteering at SOF. I therefore agree on behalf of myself, my heirs, personal representatives, and executors to all SOF to use any photograph taken of me for use in a public relations effort. Scarlet Oak Farms Inc. will use reasonable efforts to notify me, but such notification is not a condition of the photographs release for public relation purposes.



I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THE TERMS AND CONDITIONS OF THE FOREGOING VOLUNTEER AGREEMENT AND AGREE TO COMPLY WITH THE SAME.

VOLUNTEER NAME

DATE

VOLUNTEER SIGNATURE

ADDRESS

CITY

STATE

ZIP CODE

TELEPHONE NUMBER

EMAIL ADDRESS

DATE OF BIRTH

OCCUPATION (IF APPLICABLE)

HEALTH INSURANCE CARRIER



PARENT/LEGAL GUARDIAN RELEASE OF LIABILITY

This Release of Liability Form is an authorization for our child to participate, at your request, as a volunteer at Scarlet Oak Farms Inc. This form **must be completed, signed and returned before** your child is permitted to volunteer at Scarlet Oak Farms Inc.

SIGNATURE OF PARENT/GUARDIAN (IF APPLICANT IS A MINOR)

DATE

ADDRESS (STREET, CITY, STATE, ZIP)

PHONE NUMBER

NAME OF MINOR

EMERGENCY CONTACT

EMERGENCY CONTACT NAME

PHONE NUMBER

RELATIONSHIP

ADDRESS