

## **HEALING GIFT FREE CLINIC CHARITABLE VOLUNTEER AGREEMENT**

### ***Thank you for considering a charitable volunteer position at the Healing Gift Free Clinic!***

The clinic is operated by Healing Gift Free Clinic LLC, a Nebraska limited liability company (the “Clinic”) whose sole member is Kountze Memorial Lutheran Church of Omaha, Nebraska (the “Church”). The mission of this free clinic is to serve religious and charitable purposes and we appreciate your personal support of that mission. The Clinic operates and fulfills its mission solely by providing a location and other support to volunteer health care providers—health care services at the Clinic are provided only by licensed professionals. As you can appreciate, the operation of a clinic also entails some potential liability. The Clinic and the Church desire to protect themselves against that liability as much as possible. The goal of this Charitable Volunteer Agreement (this “Agreement”) is to help protect the Clinic and the Church against having liability for volunteers’ acts and omissions. We appreciate your willingness to support that goal as well as the Clinic’s larger mission. The Clinic is relying upon your agreement to these terms in accepting your enrollment as a volunteer.

### ***Service to Patients***

Except as provided below, you will use your own professional judgment to decide how to treat patients; the Clinic will not control how you provide health care services. You do, however, agree to treat patients at the Clinic in accordance with generally accepted methods and practices in the local health care community and consistent with: (i) professionally recognized standards of medical care; (ii) applicable requirements of all relevant federal and state licensing agencies; and (iii) all applicable federal, state and local laws, rules and regulations. Unless inconsistent with the preceding standards, you also agree to comply with all Clinic Policies that are made available to you. Those policies may include, but are not limited to, restrictions on the types of services and procedures that may be provided at the Clinic. You also agree to treat patients in a dignified and respectful manner and not to discriminate against patients on the basis of race, color, religion, national origin, gender, pregnancy, physical, mental or other disability, ancestry, marital or domestic partner status, age, sexual orientation, citizenship, or status as a covered veteran or on any other prohibited basis.

### ***Specific Terms and Conditions for Volunteers***

You represent that you are qualified as a health care professional to provide the services you will render and that you are properly licensed. You agree to maintain, at your own expense, professional liability insurance that covers your activities at the Clinic. If, for any reason, you are no longer qualified or properly licensed or if you do not have in force professional liability insurance that covers your activities at the Clinic, you agree to immediately discontinue service as a volunteer at the Clinic. You agree to provide the Clinic with a certificate of insurance annually or as otherwise requested by the Clinic. Although they will not direct the manner in which you provide health care services, Clinic managers may provide other directions to volunteers. You agree to comply with those directions.

The Clinic is a free clinic. You agree not to directly or indirectly seek, receive or accept any payment, reimbursement or other compensation whatsoever for your service as a volunteer or for any other health care goods or services provided at the Clinic. This means, among other things, that you will not accept payments from a patient, third party payer or any other source.

You agree: (i) that services as a volunteer for the Clinic are to be performed only on the Clinic’s premises and not at any other location; (ii) to chart patient care records in accordance with the Clinic’s policies (and you agree that the Clinic may retain those records); (iii) to appropriately access and disclose protected health information (as defined by the Health Insurance Portability and Accountability Act of 1996); (iv) to use appropriate safeguards to prevent unauthorized access to or disclosure of such information; (v) to protect against reasonably anticipated threats or hazards to the security or integrity of such information; (vi) to use due care not to injure other volunteers or persons present at the Clinic; and (vii) to comply with the anti-harassment policy made available to you. You understand that you will be

serving as an unpaid volunteer at the Clinic, that you are not an agent or employee of the Clinic or the Church, and that you have no power or authority to bind or obligate the Clinic or the Church.

***Liability Protection for the Clinic and the Church***

You agree to serve as a volunteer at your own risk. This means, among other things, that you (and your insurance provider) are responsible for third party claims that result from your acts and omissions and that you assume all risk of injury, illness, death or property damage that you may suffer in connection with serving as a volunteer. You understand and agree that the Clinic and the Church have no obligation to provide or maintain insurance of any kind for your protection, regardless of whether your insurance is sufficient to cover your losses. Neither the Clinic nor the Church accepts any responsibility for your acts or omissions, or the acts or omissions of any other volunteer, any patient or any other third party. You understand that the Church and the Clinic are separate entities, that your volunteer relationship is with the Clinic and that the Church does not accept any responsibility for any liabilities or obligations of the Clinic.

In order to induce the Clinic to accept your enrollment as a volunteer, you hereby absolutely and unconditionally waive, discharge and release the Clinic, the Church, and all of their respective officers, representatives and employees, from any and all manner of claims, actions, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, controversies, costs and expenses (including attorney’s fees), in law or in equity, whether foreseen or unforeseen, matured or unmatured, known or unknown, accrued or not accrued, past, present or future, which you may have by reason of any cause or matter whatsoever related to the Clinic or your service as a volunteer.

You understand that the Clinic is not an appropriate setting for all health care services. Clinic Policies will from time to time set forth limitations on the services that may be provided at the Clinic. Please keep those service limitations in mind during your time at the Clinic. If your violation of the service limitations results in the Clinic or the Church incurring costs, expenses or liabilities, you agree to reimburse the Clinic and the Church for those costs, expenses and liabilities.

***Miscellaneous***

This Agreement: (a) constitutes the entire agreement between the parties with respect to the subject matter hereof; (b) cannot be amended, except in writing signed by the parties; and (c) shall be governed by and construed in accordance with the laws of the State of Nebraska. If any provision of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other term hereof. If any term is held to be unreasonable in time, scope or otherwise, it shall be construed by limiting it to the minimum extent so as to be enforceable. No waiver of this Agreement will be effective unless in writing. This Agreement is solely for the benefit of the parties and may not be relied upon or enforced by any third party except the Church. You or the Clinic can discontinue your volunteer service at any time, with or without cause and without advance notice. The terms of this Agreement will survive any discontinuation of services.

Agreed and dated as of \_\_\_\_\_:

**VOLUNTEER:**

**HEALING GIFT FREE CLINIC LLC**

Signature: \_\_\_\_\_

By \_\_\_\_\_

Please Print: \_\_\_\_\_

Title \_\_\_\_\_

**HEALING GIFT FREE CLINIC LLC  
PATIENT CONFIDENTIALITY POLICY**

Thank you for helping at the Healing Gift Free Clinic LLC (the “Clinic”). The Clinic strives to protect the confidentiality of all information relating to patients that visit the Clinic. Because this is so important, we want to make sure that you are aware of the Clinic’s Patient Confidentiality Policy, that you understand it and that you agree to it:

1. Patient files and all other records, notes and written or electronic materials concerning patients (referred to altogether as “Patient Records”) are normally maintained in the Clinic’s designated file area or on the Clinic’s computers.
2. Patient Records: (i) may be removed from the file area only for purposes of being provided to one of the Clinic’s professional staff and must not be left in any area where the records are accessible to others; (ii) may not be removed or transferred from the Clinic’s computers; and (iii) must not be removed from the Clinic.
3. Discussions regarding patients within the Clinic should be held in private. Patient information should be discussed only as necessary to assist the Clinic’s professional staff. Gossip is prohibited regardless of whether it occurs inside or outside the Clinic.
4. Patient information shall not be discussed outside the Clinic. Patient information shall not be disclosed to family, friends or any other person outside the Clinic.
5. The Clinic’s professional staff (doctors, nurses and pharmacists) are permitted to use their professional judgment to make individual exceptions to this Patient Confidentiality Policy. Such exceptions do not mean that the Policy has been changed or that the same exception will be allowed again in the future. This Policy must continue to be followed regardless of past exceptions.
6. All patients are entitled to be treated with dignity and respect. This includes respecting the confidentiality of all patient information. You agree to do your best to preserve and protect the confidentiality of patient information.
7. The Clinic may update this Policy from time to time. When it does, you will be informed of the update.

**The Clinic is relying on you to help protect patient information. By signing, you are confirming that you have read and understand this Patient Confidentiality Policy. You are also agreeing to comply with the Policy, as updated from time to time.**

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## HEALING GIFT FREE CLINIC LLC NON-HARASSMENT POLICY

All volunteers have the right to participate in an environment free from all forms of harassment, including harassment based on the following (which are referred to as “Protected Characteristics”): race, color, religion, gender (including pregnancy, gender stereotyping and caregiver status), age, national origin, ancestry, marital status, citizenship, disability, veteran or military status, sexual orientation, genetic information or any other characteristic protected by state, local or federal law.

**Harassment Defined:** Harassment is verbal, written or physical conduct that degrades or displays hostility or hatred toward others based on a Protected Characteristic and that creates an intimidating, hostile or offensive working environment, unreasonably interferes with an individual’s performance or otherwise adversely affects an individual’s opportunities. Harassing conduct includes, but is not limited to: epithets, slurs, negative stereotyping, threats, or displaying written, graphic or electronic material that degrades or reflects hostility or hatred toward an individual or group based on a Protected Characteristic when such material is distributed or circulated in the Clinic, on the Clinic’s systems (such as computers and electronic mail), or placed on walls, bulletin boards or elsewhere on Clinic or Church property.

**Gender Harassment:** Like all other forms of harassment, harassment based on gender is expressly prohibited. Gender harassment includes unwelcome sexual advances, requests for sexual favors and all other verbal, visual, physical or written conduct of a sexual nature. Gender harassment also includes, but is not limited to, the following, whether committed by volunteers or third parties, such as other staff, patients or visitors: unwelcome flirtations, unwelcome sexual advances or propositions, verbal harassment or abuse of a sexual nature, subtle pressure or requests for sexual activities, unnecessary and/or undesired touching of an individual, graphic or vulgar commentary about a person’s physical appearance, body or clothing, sexually degrading language used to describe a person, displays in the Clinic of sexually suggestive materials, including objects or pictures; sexually explicit or offensive jokes, whether written or spoken, leering, whistling and obscene gestures, demands for sexual favors, including demands accompanied by

express or implied promises or threats, or any other conduct based on gender that unreasonably interferes with a volunteer’s performance, creates an intimidating, hostile or offensive working environment or otherwise adversely affects an individual’s opportunities. Gender harassment occurs when the conduct described above may be construed as being a term or condition of an individual’s service at the Clinic, may be used as a basis for making decisions affecting a volunteer, or may in purpose or effect interfere with a volunteer’s performance or create an intimidating, hostile or offensive working environment.

**Harassment Prohibited:** Harassment of any kind is expressly prohibited and will not be tolerated. Any volunteer who is found to have engaged in harassing conduct will be subject to discipline, up to and including termination. Any volunteer who has reason to know of an incident of harassment must immediately report it. The Clinic does not retaliate against, and does not tolerate retaliation against, those who report harassment in good faith or those who cooperate with harassment investigations.

**Harassment Complaint Procedure:** If you experience or witness any incident of harassment or discrimination, you must immediately report the incident to one of the following:

H. Ashley Hall, Robert J. Fonda, Jerry L. Fischer, Jenna S. Woster, Larry Camenzind or Meggan Lloyd.

You should immediately discuss the incident with whomever on the list you feel most comfortable speaking. The most important aspect of this procedure is that the incident be immediately reported, investigated and addressed. When making a harassment or

discrimination complaint, you should provide the following information: your name, the name of the person who you believe committed the harassment, the date and approximate time of the harassment, the specific nature of the harassment, its duration, any action taken against the victim or which benefited the victim, any threats made against the victim, and the names of any and all witnesses to the harassment. Please report all instances of harassment, including harassment by third parties (which are to be made in the same way as other reports of harassment).

**Harassment Investigations:** Harassment complaints and our investigation will be maintained as confidential, to the extent possible. When asked, volunteers are expected to fully and completely cooperate with investigations. Failure to cooperate, or interfering with an investigation, may subject a volunteer to immediate disciplinary action, up to and including termination. The Clinic does not retaliate against, and does not tolerate retaliation against, those who report harassment in good faith or who cooperate with harassment

investigations. However, if the Clinic determines that a complaint was not made in good faith or that a volunteer provided false information to an investigator, the volunteer may be subject to discipline, up to and including dismissal.

**Records of Harassment Complaints:**

All records concerning harassment complaints will be kept confidential to the extent possible. Access to these records shall be given only with the approval of the Board of Managers and only when required by law or when the Board deems the disclosure of the requested record to be necessary.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_