

McMaster University Health TAPESTRY Project

Volunteer Agreement / Release and Waiver

I, _____, understand that I will be volunteering for the McMaster University Department of Family Medicine for the specified period of **[insert number of months]** _____ from _____ to _____, and that during that time I will conduct my work for the Health TAPESTRY Project at either the McMaster University David Braley Health Sciences Centre (DBHSC) at 100 Main St. W., Hamilton, McMaster Family Health Team sites or in the Health TAPESTRY study participant's home. My activities shall be under the sole discretion and supervision of the Health TAPESTRY Volunteer Coordinator or delegate, and no work shall be undertaken without prior approval from the Volunteer Coordinator or delegate.

As a volunteer, I fully understand and agree to the following:

- I will not receive any remuneration, salary, wage, payment or any employee benefit whatsoever, or be covered for benefits under Ontario's Workplace Safety and Insurance Board.
- I will attend and participate in all necessary training prior to starting and during the Health TAPESTRY volunteer program.
- I will complete a two-step tuberculosis test and a vulnerable sector police background check prior to starting the Health TAPESTRY volunteer program.
- I will not provide any patient within the Health TAPESTRY program with any medical or health-related advice, whether verbal, written, electronic, or by any other method. McMaster University and **[VOLUNTEER AGENCY]** will assume no liability for any advice I give to a patient that could be considered medical or health-related in nature that goes beyond the training, information, and resource lists that have been provided to me by the Health TAPESTRY program.
- That except as authorized, I will not use McMaster University's facilities and equipment.
- In consideration of being permitted to participate as a volunteer, I agree to assume all risk of loss or injury, including death to myself or damage to my property while on any of the premises of McMaster University and elsewhere resulting directly or indirectly from my activities and performance as a volunteer
- McMaster University and **[VOLUNTEER AGENCY]** will assume no liability for any injury or loss resulting from the use of my own motor vehicle or being a passenger in a vehicle operated by another volunteer of the Health TAPESTRY program.

- I hereby remise, release and forever discharge McMaster University, its faculty, staff, students, and agents from all manner of actions, causes of actions, suits, claims, liabilities, losses, covenants, demands, and accounts whatsoever which I, the undersigned, ever had, now have or may hereafter have arising out of my use of the said premises, equipment or materials
- That in the course of participating in the Health TAPESTRY volunteer program, I may be in receipt of confidential information including but not limited to patient identities, materials, records, memoranda, data and results pertaining to, arising from or containing particulars of confidential information. I agree that I shall not at any time while I am providing volunteer services for McMaster University or at any time after those services are completed, disclose to anyone such confidential information, except as may be required or permitted by law or at the request of McMaster University or as required to perform volunteer services. Refer to Exhibit A which is part of this agreement
- That all materials prepared by me, in the performance of my volunteer services, including copyright therein, shall become sole property of McMaster University. I waive any moral rights I may have with respect to all material prepared pursuant to this Agreement in favour of McMaster University and any of its assignees and licensees

By signing this form, I acknowledge that I have read, understood and agreed to the above conditions, release and waiver.

Signed at _____ this _____ day of _____, year 20____

Volunteer Signature:

Address:

Telephone Number:

During the course of various volunteer activities, we gather and use personal information. Your personal information is treated in accordance with our privacy policy and applicable legislation [**Freedom of Information and Protection of Privacy Act** R.S.O. 1990, CHAPTER F.31]. Your information is kept in confidence and safeguards are in place to ensure that information is not disclosed or shared more widely than is necessary to achieve the purpose for which it was gathered. We also take measures to ensure the integrity of this information is maintained and to prevent it from being lost or destroyed. The information provided will be used to place volunteers. Questions about this collection can be directed to: policy@mcmaster.ca

Exhibit A

The Department of Family Medicine

Confidentiality Policy and Guidelines

I understand that as a volunteer with McMaster University, I must maintain the confidentiality of information to which I have access. This includes, but is not limited to information associated with students, study subjects, patients, visitors, staff and faculty. I understand that protection extends to information associated with students and study projects and also information, associated with patients and visitors, which may be accessed through the information systems of affiliated hospitals, departments and agencies. Confidential information is to be held in the strictest confidence whether means of access to such information is verbal, documented, computerized or otherwise obtained. Breach of confidence includes unauthorized access of confidential information, intentional or involuntary unauthorized release of confidential information and could lead to disciplinary action including termination of my volunteer role.

I acknowledge that I have read and understand the following statements dealing with the confidentiality of information processed or acquired through my responsibilities as a volunteer with the Department of Family Medicine. In this document the Department of Family Medicine will refer to all locations and units within the department including McMaster Family Practice, the Maternity Centre of Hamilton, the Stonechurch Family Health Centre, and all other units and teams therein.

I understand that:

All confidential and/or personal health information/academic records that I have access to or learn through my affiliation with the Department of Family Medicine is confidential;

As a condition of my affiliation with the Department of Family Medicine, I must comply with these policies and procedures, and my failure to comply may result in the termination of my affiliation with the Department of Family Medicine and may also result in legal action being taken against me by the Department of Family Medicine/McMaster University and/or others.

I agree that I will not access, use or disclose any confidential and/or personal health information/academic records that I learn of or possess because of my affiliation with the Department of Family Medicine, unless it is necessary for me to do so in order to perform my job responsibilities. I also understand that under no circumstances may confidential and/or personal health information/academic records be communicated either within or outside of the Department of Family Medicine, except to other persons who are authorized by the Department of Family Medicine to receive such information.

I agree that I will not alter, destroy, copy or interfere with this information, except with authorization and in accordance with the policies and procedures of the Department of Family Medicine.

I agree to keep any computer access codes (e.g. passwords) confidential and secure. I will protect physical access devices (e.g. keys and badges) and the confidentiality of any information being accessed.

I will not lend my access codes or devices to anyone, nor will I attempt to use those of others. I understand that access codes come with legal responsibilities and that I am accountable for all work done under these codes. If I have reason to believe that my access codes or devices have been compromised or stolen, I will immediately contact the Department of Family Medicine.

Confidentiality Guidelines

Access to Records:

- Only access the academic record/patient record if you are authorized and it is required to perform your volunteer responsibilities (e.g. only those involved in the circle of care should access a patient's chart).
- Anytime you access a program that contains confidential academic or clinical information be sure to log off if you get interrupted, need to be away from the computer or are using another colleagues computer system.
- If you have remote access permission for online programs (e.g. OSCAR) always be aware of your surroundings when accessing the program and log out if you get interrupted and/or need to leave the computer.
- If you are authorized to remove academic/clinical information from the office/clinic, never store this information, either paper or electronically, in your private office/computer. Academic/clinical information must be completely deleted from your private computer, and paper information shredded or disposed of in a confidential manner.

Records Security:

- If working in a clinical environment always click on the 'lock' screen icon when leaving the exam room so the patient cannot access OSCAR. Minimizing the screen is not sufficient. (Example - patient who very quickly got into OSCAR, printed out a prescription, and left the clinic with it).
- Do not share program access (e.g. passwords) and be sure to log out of any programs containing confidential information if you need to be away from your work station.
- Do not leave confidential files or paperwork unattended on or around your workstation and be sure to place them in a secure area (e.g. locking filing cabinet) when they are not in use or not in your possession.

Verbal Communication:

- If confidential information needs to be shared verbally to perform your job responsibilities you must take steps to ensure that this information remains confidential (e.g. in the clinic you should lower your voice in the reception area or move to a quiet room).