



COMMUNITY VOLUNTEER INFORMATION FORM

PERSONAL INFORMATION

Title: Mr. Mrs. Ms. Miss Other _____

First Name _____ Middle Name _____ Last Name _____ Suffix _____

Maiden Name _____ Nickname or Preferred Name _____

Street Address _____ Apt # _____

City _____ State _____ Zip Code _____

Home Phone () _____ Cell () _____

Work Phone () _____ E-mail _____

Date of Birth (Month/Day/Year) _____ Gender: Male Female

Are you a Veteran or active duty military? _____ Veteran Active duty

If yes, what branch of service are/were you in? _____

If applicable, community group with which you are volunteering for Covenant:

Group _____ Contact Name _____ Phone () _____

Would you be interested in receiving our volunteer newsletter and other mailings? Yes No

Would you be interested in learning more about volunteer opportunities with Covenant Hospice? Yes No

EMERGENCY CONTACT INFORMATION- REQUIRED

Name _____ Relationship _____

Home Phone () _____

Work Phone () _____

Cell Phone () _____

SIGNATURE _____

DATE _____

FOR DEPARTMENT USE

Volunteer Staff Must Complete

Enter in Raiser's Edge as:

- Adult
- Group
- Teen

Volunteer Service Provided:

- Development Event _____
- Project Type _____
- Other _____

Covenant Hospice / Covenant Hospice Foundation Confidentiality Agreement & Policy

As a condition of providing services to Covenant Hospice, Inc. (the "Company"), whether as an employee, volunteer, intern or board member, the undersigned individual ("Individual") acknowledges and agrees to the following:

I. PATIENT AND FAMILY CONFIDENTIALITY

a) General/Health Information: All information obtained by the Company about its patients and their families shall be kept confidential. This information shall not be disclosed to any party outside of Hospice and its contractors providing patient care, except in aggregate form and without identifiers, unless there is a written release signed by the patient or the patient's legally appointed designee, pursuant to Covenant Hospice Health Information Confidentiality & HIPAA Policies. These policies also restrict disclosure of Drug and Alcohol treatment and HIV/AIDS related health information. The only exception to this prohibition on disclosure is that essential information may be disclosed to appropriate agencies for the sole purpose of making arrangements for the patient's care. This shall be explained to the referring party. Within the Company and contracting organizations, information about patient/family shall be shared only with those individuals who need to know. Questions regarding disclosure shall be referred to the Director of Corporate Health Information, who may forward the question to the Corporate Compliance Officer, President/CEO, Vice-President of Operations or Medical Director. All medical records shall be kept in the health information office, which shall be locked when unoccupied. All materials to be added to the medical records shall be kept in the health information office and shall be filed as soon as possible.

b) Access to Health Information: (Hospice and contracting Agencies) Only patient care and supervisory staff, President/CEO, Vice-Presidents of Business and Employee Services and Operations (and their designees) and selected volunteers working in the home care program, the bereavement program, or performing other duties as determined by management may have access to patient health information and patient/family care information, and then, only information necessary for them to carry out their responsibilities. Each of the foregoing individuals is expected to follow the requirements applicable to the handling of such information as explained in training provided on HIPAA and related issues. Each board member, employee and volunteer shall sign and receive a copy of this policy at the time of approval or hire. All contracted employees shall sign & receive a copy of this agreement and conformance to this agreement shall be a part of any negotiated contract.

c) Use of Patient/Family Information for Education, Public Information, or Research Purposes: Generally, only aggregate information shall be used for these purposes. If individual case examples are required, all identifying information must be removed so that it is impossible to identify the patient and/or family member, or written release must be obtained.

d) Electronic Access: Individuals who are issued a key, security code/password or any other access to confidential information including but not limited to facilities, computer, network and telephone systems, agree not to disclose their access codes to others and to adhere to our password procedure.

II. OTHER CONFIDENTIAL INFORMATION

For purposes of this Agreement, the term "Confidential Information" shall mean all confidential and/or proprietary information and materials, in whatever form, whether tangible or intangible, of the Company or obtained from any person or entity to which the Company owes a duty of confidentiality, whether or not labeled or identified as proprietary or confidential, including all copies, portions, extracts and derivatives thereof, except to the extent that Individual can prove that such information or materials (i) are or become generally known to the public through lawful means and through no act or omission of Individual, (ii) were part of Individual's general knowledge prior to employment or relationship with the Company or (iii) are disclosed to Individual without restriction by a third party who rightfully possesses the information and is under no duty of confidentiality with respect thereto.

"Confidential Information" specifically includes, but is not limited to, such information related to the Company's trade secrets, specialized business techniques, account lists, payor/referral source lists/information, patient/client lists/information, employee/volunteer lists, procedure manuals, training manuals, compliance information, pricing and marketing strategies and characteristics, financial statements and related information, profit margins, methods of operation and sales, production processes, computer software, current and future development and expansion or contraction plans, information concerning personnel assignments, supplier and vendor information, and customer information such as names, contact persons, needs and requirements, contract renewal dates for existing or prospective customers, and any other information relating to the Company's business that is treated by the Company as confidential.

"Confidential Information" also includes all intellectual property of the Company, whether or not patentable or registered under copyright or similar statutes including, but not limited to, all inventions, improvements, discoveries, software developed by or for the benefit of the Company and related source code and programming information, design technology and know-how, trade secrets, formulas, manufacturing and/or design techniques, plans for research and development of new products, works of authorship, other copyrighted materials created by or for the benefit of the Company, and any other information or material considered proprietary by the Company, designated Confidential Information by the Company, or not generally known by the public.

During Individual's employment or relationship with the Company and thereafter, Individual will not, except as required in the performance of his/her duties for the Company or as authorized in writing by an authorized agent of the Company, use, publish or disclose any Confidential Information, as defined herein, proprietary information or trade secrets, whether original,

duplicated, computerized, memorized, handwritten, or in any other form, that Individual may in any way acquire knowledge of as a result of his/her employment or relationship with the Company.

Any confidential or proprietary information and materials received by the Company from third parties are deemed "Confidential Information" for purposes of this Agreement and are subject to all limitations on use and disclosure set forth in this Agreement. Individual shall not disclose or use any such information and materials in any manner inconsistent with the Company's obligations to third parties.

III. RETURN OF PROPERTY: When Individual leaves the Company for any reason, Individual shall promptly inform the Company of and deliver to the Company all Company property including, but not limited to, all documents and data pertaining to his/her employment or relationship with the Company, all Confidential Information, proprietary information and/or trade secret information, whether prepared by Individual or otherwise coming into Individual's possession or control as a result of Individual's employment or relationship with the Company. Individual further shall not retain any written or other tangible material, no matter how maintained or stored (i.e., on paper, computer disk, audio tape, hard drive or other media storage device), containing any information concerning or disclosing any Confidential Information, proprietary information or trade secrets of the Company. This information shall be returned to the Company on termination of Individual's employment or relationship with the Company or at any time upon the Company's request.

IV. NON-SOLICITATION OF EMPLOYEES/VOLUNTEERS: Individual recognizes and understands that the Company has invested substantial time and effort in assembling its current personnel and that certain information related to the Company's personnel constitutes Confidential Information as set forth above. Accordingly, during Individual's employment or relationship with the Company and for two (2) years following the termination of Individual's employment or relationship with the Company, Individual agrees that Individual will not directly or indirectly recruit or otherwise induce any employee/volunteer of the Company to terminate employment/volunteering with the Company or to compete against the Company.

V. BREACH/INJUNCTIVE RELIEF: Individual agrees that nothing in this Agreement is intended to limit any remedy of the Company under any law concerning Confidential Information, proprietary rights, inventions, trade secrets, or other confidential information. Individual further agrees that breach of the covenants in this Agreement will irreparably harm the Company for which the Company may not have an adequate remedy at law. As such, Individual agrees that the Company shall be entitled to any proper injunction, including but not limited to temporary, preliminary, final injunctions, temporary restraining orders, and temporary protective orders, to enforce said covenants in the event of breach or threatened breach by Individual, in addition to any other remedies available to the Company at law or in equity. The restrictive covenants contained in this Agreement are independent of any other obligations between the parties, and the existence of any other claim or cause of action against the Company is not a defense to enforcement of these covenants by injunction. Additionally, a breach of any of the obligations in this Agreement is grounds for discipline up to and including termination.

VI. LEGAL EXPENSES: Individual agrees that the Company shall be entitled to recover its reasonable attorneys' fees, costs, and expenses in any action arising from or relating to enforcement of this Agreement in which the Company prevails on any or all issues presented, including attorneys' fees and costs incident to appeal.

VII. MISCELLANEOUS: Nothing herein should be construed as altering the at-will nature of the relationship between Individual and the Company (where applicable). A waiver by the Company of any breach of this Agreement shall not be a waiver of any preceding or subsequent breach or of any other right. This Agreement supersedes any prior or contemporaneous agreements or understandings (whether oral or written) regarding the matters addressed herein. This Agreement shall be governed by Florida law. Individual agrees and understands that, should the Company be acquired by, merge with, or otherwise combine with another corporation or business entity, the surviving entity will have all rights to enforce the terms of this Agreement as if it were the Company itself enforcing the Agreement. Notwithstanding the foregoing, Individual may not assign this Agreement.

I, _____, as an individual affiliated with Covenant Hospice, Inc. am committed to upholding the highest standard of individual ethical and legal business practices. I will not tolerate illegal or questionable activities and promise to take whatever steps are required by the Corporate Responsibility Plan to identify, report and prevent such activity. I have read and understand the preceding Confidentiality Agreement and Policy and Personnel Policy 6.3 – Confidential Information and agree to abide by them.

Employee/Volunteer/Intern*/Board Member Name (Printed)

Employee/Volunteer/Intern*/Board Member Signature

Witness's Signature

Date

*Intern School/Facility Name