

**PITT COUNTY GOVERNMENT VOLUNTEER SERVICES  
MEMORANDUM OF UNDERSTANDING  
And  
RELEASE OF LIABILITY**

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Pitt County Volunteer Services, hereinafter referred to as “County” 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:** Pitt County provides various services to Pitt County citizens, through many programs. Some of these services can be enhanced by the use of Volunteers. The County agrees to provide training for each volunteer assignment. Once accepted, the Volunteer agrees to provide the services of the volunteer assignment. Through providing services to the County, the Volunteer can learn firsthand about their government and know that they are helping to enrich the lives of their fellow citizens.
- 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 regard 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 County may terminate the Volunteer’s services at any time upon notice to the Volunteer. The Volunteer may terminate their services to the County 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 Pitt County, its officers, 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 County and Volunteer:** The acceptance of a Volunteer assignment by Volunteer does NOT create the relationship of employer and employee between the County and the Volunteer. The Volunteer acknowledges that Volunteer has requested that County allow them to serve at their own risk and that the County 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 County-owned vehicles. (Exception: Interns as defined under definitions in the Volunteer Liaison Services Manual)



## **Pitt County Government Drug Free Policy Review for Volunteers and Contract Staff**

Pitt County Government is committed to providing an alcohol and drug free workplace for its volunteers, employees, contract staff, and those who conduct business with the County.

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

- The following are prohibited on County premises and workplaces and while conducting any County 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/Contract Staff termination.

- Documentation / Reassignment
  - Volunteers/Contract Staff should inform staff advisor if prescribed drug will affect work habits
  - Staff advisor will document
  - Volunteers/Contract Staff may be temporarily reassigned or have volunteer hours rescheduled
- Volunteers/Contract Staff responsibilities
  - To report reasonable suspicion of illegal use or possession by employees/volunteers./contract staff in the workplace



## **Pitt County Government Harassment Policy Review for Volunteers and Contract Staff**

Pitt County Government prohibits unlawful workplace harassment of employees, volunteers, and contract staff and ensures that Pitt County work sites are free of unlawful workplace harassment.

### Definitions:

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 of 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/Contract Staff should notify their staff advisor of the situation. The staff advisor is responsible for reporting the situation to their supervisor. The supervisor is responsible for investigating the situation and taking corrective action.

Pitt County Government 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 Pitt County'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**

This form **MUST BE COMPLETED, SIGNED AND RETURNED BEFORE** your child may volunteer at Pitt County.

\_\_\_\_\_  
*Signature of Parent/Guardian (if applicant is a minor)*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Address & Phone number*

\_\_\_\_\_  
*Name of Minor*

**Pitt County Government  
HIPAA Confidentiality and Non-Disclosure Agreement  
Review for Volunteers and Contract Staff**

As required by the federal statute §164.518(b) of the HIPAA Privacy Rule, and §164.308(a) of the HIPAA Security Rule, Pitt County Government 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 *Pitt County Notice of Privacy Practices*, which details client privacy rights relating to protected 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 Pitt County Government'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 Pitt County Government as set forth in the *Pitt County Personnel Ordinance* or the *State Personnel Act*. I understand that in addition to any disciplinary action taken by Pitt County Government, I am also subject to civil and criminal penalties which can include a fine up to \$250,000 or imprisonment up to 10 years as set forth in the HIPAA statutes.**

\_\_\_\_\_  
Signature of Workforce Member

\_\_\_\_\_  
Print name here                      Employee number (if applicable)

\_\_\_\_\_  
Agency/Department

\_\_\_\_\_  
Date



Michele Whaley, Director  
252-902-1725

4550 County Home Rd. – Greenville, NC 27858

**PARENT/LEGAL GUARDIAN**

This form **MUST BE COMPLETED, SIGNED AND RETURNED BEFORE** your child may volunteer at Pitt County.

\_\_\_\_\_  
*Signature of Parent/Guardian (if applicant is a minor)*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Address & Phone number*

\_\_\_\_\_  
*Name of Minor*



**COURT ORDERED COMMUNITY SERVICE - WORKER GUIDELINES**

1. Cell phones are only to be used outside of the building. If you have a cell phone with you, it must be left in your car. Please do not take picture of the PCAS animals and post them online or share them anywhere without prior approval from a staff member.
2. Failure to sign in and sign out will result in no credit given for time worked.
3. Do not loiter (hang out) around the shelter building. If you are not working, you will be asked to leave.
4. After being assigned to your work area, you are not allowed to leave the premises except during lunch Break. If your supervisor or a staff member cannot find you, you will be signed out and you will lose your hours for that day. So, be sure to have a PCAS employee sign you out when you leave for lunch.
5. You are not allowed to conceal or carry any type of weapon or controlled substance.
6. If you are found to be under the influence of any substance, you will not be able to work at this site.
7. No profanity or inappropriate conversations will be tolerated.
8. No radios, headphones, MP3 players at any time.

Please understand that if these rules are broken, you will be asked to leave immediately and will be reported to the proper authorities. Your hours will not count for the day. In some cases you may not be allowed to return to the Pitt County Animal Shelter and will have to complete your community service hours elsewhere. Pitt County Animal Services reserves the right to modify these guidelines in any way at any time without notice.

I, \_\_\_\_\_, have read and understand the policies stated above.  
*Print Your Name Clearly*

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

Numbers of hours you are required to volunteer \_\_\_\_\_ OR Number of days you are to volunteer \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_

Emergency Contact Phone: \_\_\_\_\_

**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 voluntary capacity, and I agree to provide my services to PCAS 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 the PCAS handles large numbers of animals on a daily basis. The temperament of these animals is often unknown to PCAS staff. I agree to not hold Pitt County Animal Services 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 PCAS in my volunteer capacity. Such duties might include, but are not limited to, animal handling, custodial work, kennel staff assistance and other volunteer duties.

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

\_\_\_ \_\_\_ I fully understand that PCAS 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 PCAS.

\_\_\_ \_\_\_ I agree not to represent the Pitt County Animal Shelter outside of my voluntary capacity. PCAS employs a designated spokesperson to handle the concerns of animal welfare issues within and outside of the shelter.

\_\_\_ \_\_\_ 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 PCAS. The PCAS, at its sole discretion, may immediately terminate my services.

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

\_\_\_ \_\_\_ I recognize that in handling animals at PCAS 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 the PCAS, its agents, servants and employees from any and all claims, causes of actions or demands, of any nature of cause connected with my Volunteer Agreement. This might include costs, attorney fees and court costs incurred by PCAS 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 damage.

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



Michele Whaley, Director  
252-902-1725

4550 County Home Rd. – Greenville, NC 27858

**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: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

HEALTH INSURANCE CARRIER: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_ OCCUPATION: \_\_\_\_\_

**PARENT/LEGAL GUARDIAN RELEASE OF LIABILITY**

This Release of Liability form is an authorization for your child to participate, at your request, as a volunteer at Pitt County. This form **MUST BE COMPLETED, SIGNED AND RETURNED BEFORE** your child may volunteer at Pitt County.

\_\_\_\_\_  
*Signature of Parent/Guardian (if applicant is a minor)*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Address & Phone number*

\_\_\_\_\_  
*Name of Minor*

**EMERGENCY CONTACT NAME:** \_\_\_\_\_

**RELATIONSHIP:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_ **CELL:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_