

APPENDIX O – LIABILITY POLICY AND CONFIDENTIALITY AGREEMENT FORM

The “Liability Policy and Confidentiality Agreement Form” outlines the MDRMRC information regarding volunteer liability protections and how protected health information should be used by volunteers. Volunteers must agree to and sign both the liability policy and the confidentiality agreement to become a full member of the MDRMRC. Completing the online form at <http://bit.ly/MDRLiabilityConfForm> fulfills the requirement for Step 3 on the R2R.



MARYLAND RESPONDS

MEDICAL RESERVE CORPS

Liability Policy & Confidentiality Agreement

Maryland Responds Volunteers are required to read and agree to the Maryland Responds Medical Reserve Corps Volunteer Liability Policy and Confidentiality Agreement. Please carefully read the following statements and fill in the information requested below to complete this requirement. * Required

Are you registered with the Maryland Responds Registry? *	
First Name: *	
Middle Initial *	
Last Name: *	
Email Address: *	
Phone Number:	

Maryland Responds Medical Reserve Corps Liability Policy

Maryland Responds Volunteers constitute "State personnel" under Annotated Code of Maryland, State Government Article, § 12101(a)(3)(ii) and COMAR 25.02.01.02. As such, once registered and activated, a Maryland Responds Volunteer is covered by the State's Insurance Program and the Maryland Tort Claims Act. In general, under Annotated Code of Maryland, Courts and Judicial Proceedings Article, § 5-522(b), a Maryland Responds Volunteer is immune both from suit in the courts of the State and from liability for acts or omissions within the scope of the Volunteer's authorized duties that are performed without malice or gross negligence.

The signature below indicates that the Volunteer agrees to perform only those duties authorized by the Maryland Responds Medical Reserve Corps at the time of deployment and understands that the Volunteer is immune from both suit and liability to the extent provided under the above referenced statutes. If the Volunteer wishes to obtain protection from suit or liability for acts performed that are not authorized, the Volunteer agrees and understands that it is the Volunteer's sole responsibility to obtain the necessary insurance coverage.

The Volunteer is also a "civil defense volunteer" as defined under the Workers' Compensation Act, Annotated Code of Maryland, Labor and Employment Article, § 9232.1(a)(2)(ii). As such, once registered and activated, the Volunteer will be covered under that statute to the extent provided under the Workers' Compensation Act when volunteer services are provided during an emergency. The Volunteer understands and agrees that the Volunteer is solely responsible to obtain additional insurance to cover the Volunteer's injuries or illnesses that may not be covered by the Workers' Compensation Act.

By typing my full name in the box, I indicate that I have read, understand, and agree to the above Maryland Responds Medical Reserve Corps Liability Policy. *

Liability Policy Signature Date: *

Maryland Responds Medical Reserve Corps Confidentiality Agreement

The Maryland Responds Medical Reserve Corps provides services that may involve confidential health information. As a Maryland Responds Volunteer, you are required to keep information you have access to confidential and may not discuss it with anyone other than the staff person with whom you are working. By your signature below, you certify that you have read the following statement and agree to comply with its terms.

I understand that, as a medical or public health Volunteer in the State of Maryland, the Department of Health, Office of Preparedness and Response, for the Maryland Responds Medical Reserve Corps, I may acquire knowledge of confidential information from patient files, case records, missions, conversations, etc. I agree that such information is not to be discussed or revealed to anyone not authorized to have the information.

I understand that a patient's privacy is to be protected at all times, and that a patient's private personal and health information is to be shared only with other health care and public safety providers who have a need to know such information in order to appropriately assist in or take over the care of said patient.

I understand that as a Volunteer of the Maryland Department of Health, I am prohibited from releasing to any unauthorized individual any confidential medical information which may come to my attention in the course of my volunteer duties. Moreover, I understand that any breach of patient confidentiality resulting from written or verbal release of information or records may provide grounds for legal action against me.

I hereby accept my ethical and legal responsibility to protect the privacy rights of patients for whom I provide or assist in medical or personal care. I will share a patient's medical and personal information only with those who must have that information to assist in or take over that patient's care.

By typing my full name in the box, I indicate that I have read, understand, and agree to the above Maryland Responds Medical Reserve Corps Confidentiality Agreement. *

Confidentiality Agreement Signature Date: *