



The University of Texas at Austin
UT Health Austin

Welcome Learners, Observers and Researchers

University of Texas at Austin GENERAL GUIDELINES FOR ESTABLISHING VOLUNTEER RELATIONSHIPS

A University volunteer is an individual who, without the expectation of compensation, performs services directly related to the business of the University. The purpose of these guidelines and the associated forms is to provide University departments with a process that will assist them in properly selecting volunteers, obtaining needed information, and assuring that both the volunteer and the University understand the parameters of the volunteer relationship. Under the Federal Fair Labor Standards Act, a current non-exempt employee cannot be both a paid employee and a non-paid volunteer while performing the same type of work for the same employer. Consult HR if you have questions regarding current University employee volunteers.

To qualify as a University volunteer, an individual must meet the minimum qualifications to perform the work assignment and be willing to abide by the University policies and regulations that govern their actions. Departments are responsible for establishing their own volunteer position descriptions and screening process. However, volunteers that are to be assigned to a security sensitive position are required to undergo a screening process, similar to a regular employee, to determine their qualifications and fitness for the assignment, including, but not limited to an interview, reference check and criminal background check. Depending upon the function, volunteers must also meet any necessary licensing and certification requirements.

A University volunteer may not perform any work until he or she has completed and signed the volunteer application and the volunteer assignment detailing the work to be performed and agreeing to the relationship of the volunteer to the University. A volunteer under the age of eighteen may not perform any work without the consent of their parent or legal guardian.

Departments are responsible for providing their volunteers with the necessary training and supervision to safely carry out their assigned volunteer activities. If the volunteer assignment includes working with machines or equipment, a volunteer cannot perform any work until successful completion of training has been documented. In addition, volunteers working with machines or equipment must be provided with appropriate personal protective equipment.

Volunteers are not considered employees for any purpose. Volunteers are University Affiliate (affiliated worker) positions in HRMS. They are not eligible for retirement, health benefits, or workers' compensation as a result of their volunteer status. Although a volunteer does not have the same health benefits and liability protections as a regular employee, there are State and Federal laws that provide volunteers with limited protections from exposure to personal liability while performing duties within the scope of their assignment. In order to assure that volunteers benefit from these protections from personal liability, it is important for departments to specify the scope of their job duties in a written position description at the time of their assignment.

Volunteers serve at the pleasure of the University. Accordingly, a volunteer assignment can be terminated at the discretion of the University at any time, without notice or cause or recourse.



University of Texas at Austin VOLUNTEER ASSIGNMENT AND SUMMARY OF DUTIES

Volunteer Name/EID:	
Department:	
Volunteer Job Title:	
Summary of Volunteer Position Duties:	
Duration (Start and End Dates)	
Supervisor's Name:	
Supervisor Job Title:	

This is to acknowledge that I desire to volunteer my services, performing the duties listed above and that volunteer services rendered by me will be at the direction of the above named supervisor. Further, I affirm that I understand that I must abide by all University policies and regulations; and that I serve at the pleasure of the University.

Signature of Volunteer

Date

APPROVAL OF AUTHORIZED UNIVERSITY PERSONNEL:

Signature of Volunteer Supervisor

Date

Signature of Department Head

Date



University of Texas at Austin
VOLUNTEER COPYRIGHT AGREEMENT
(Required for Volunteers Who Contribute to Creative Works)

Volunteer Last Name	First	Middle	
Home Address: Street	City	State	Zip Code

It is the stated intention of both the volunteer and the University that all creative "Works" received and/or created by the volunteer in connection with performance of volunteer work, are to be the sole and exclusive property of the University. "Works" means works of authorship and any contribution in such works, created by a volunteer in the course of performing their volunteer assignment, or otherwise, for the use or benefit of the University, and includes web design, software, systems, programming, graphics, text, audio, video, artwork, drawings, photographs, plans, materials, scripts, exhibits, music, choreography, or other items of intellectual property. Notwithstanding the above, if I as volunteer should be deemed "author" and owner of the copyright in any such Works, I hereby grant to the University the rights described below.

Copyright Use License

In consideration of and as a condition of the volunteer opportunity offered to me by the University of Texas at Austin, I, the above named volunteer, hereby grant the University of Texas at Austin a perpetual, non-exclusive, worldwide, royalty-free license to reproduce and publicly display the Works, in whole or in part, and to incorporate the Works, in whole or in part, into other works, in any format, size, resolution, or media as determined solely by the University of Texas at Austin.

_____ (Initial Here)

Copyright Assignment:

In consideration of and as a condition of the volunteer opportunity offered to me by the University of Texas at Austin, I hereby assign to the University of Texas at Austin all right, title, and interest worldwide in and to the Works, including the copyright to the Works and all works based upon, derived from, or incorporating the Works.

_____ (Initial Here)

Signature of Volunteer Date

Witness Signature (Volunteer Supervisor): Date



University of Texas at Austin
VOLUNTEER PERSONAL EQUIPMENT LIABILITY
WAIVER
(Required for Volunteers Who Provide Personal Equipment)

Volunteer Last Name	First	Middle	
Home Address: Street	City	State	Zip Code

I, the above named volunteer, have voluntarily agreed to provide my own personal equipment for use by me in performing my volunteer services. I understand that my equipment may be exposed to other participants and the general public. I understand that it is my personal responsibility to take whatever reasonable precautions may be necessary to protect my personal equipment from damage or loss. I further understand that the University of Texas is not responsible for any damage or loss of my personal property suffered as a result of my participation in or in connection with the performance of my volunteer services for any reason. Accordingly, I hereby release and hold harmless the University of Texas and its officers, employees and agents from any liability for any loss, cost, or damage to my personal property for any reason whatsoever arising out of or in connection with my activities or performance of my volunteer work.

Signature of Volunteer

Date

Witness Signature (Volunteer Supervisor):

Date



University of Texas at Austin PHOTO RELEASE

Volunteer Last Name	First	Middle	
Home Address: Street	City	State	Zip Code

Photo Release

In consideration of and as a condition of the volunteer opportunity offered to me by the University of Texas at Austin, I, the above named volunteer, hereby grant the University of Texas at Austin permission to publish and use without obligation in print, electronic or video format, for educational, public relations, publicity and promotional purposes for the use and benefit of the University, any photograph, likeness or image of myself either alone or with others and any stories, illustrations and accounts in which I appear in connection with my volunteer service. I understand and agree that I am to receive no compensation of any kind, monetary or otherwise, on account of or arising from the production, publication, recording, rebroadcasting, or other use of such material.

Signature of Volunteer

Date

Witness Signature (Volunteer Supervisor):

Date



CONFIDENTIALITY AGREEMENT FOR VISITORS

I, _____, acknowledge that during the course of my voluntary participation or performance of duties at UT HEALTH AUSTIN I may receive access to Confidential Information of UT HEALTH AUSTIN and its patients that is prohibited from disclosure to others.

“Confidential Information” means information provided by the facility that is not commonly available to the general public or is required by law or regulation to be protected from disclosure to third parties not considered part of the UT HEALTH AUSTIN Workforce as that term is defined by federal and state health information privacy regulations such as the Health Information Portability and Accountability Act (HIPAA). Confidential Information includes information contained in patient medical records and any other health information which identifies a patient; quality assurance, research or peer review information; and information concerning UT HEALTH AUSTIN employees, services or business operations. Such information can be acquired by any means and in any form, written, spoken or electronic.

I agree not to share, disclose or discuss Confidential Information with anyone who does not have a legitimate interest in such information. I will abide by UT HEALTH AUSTIN policies and procedures concerning the use or disclosure of Confidential Information, and I will contact a UT HEALTH AUSTIN representative if I have any questions regarding these policies and procedures.

I will maintain and protect the privacy of UT HEALTH AUSTIN employees, medical staff and patients in my use and disclosure of Confidential Information, and I will not misuse or be careless with such information. I understand that any violation of this Agreement or the UT HEALTH AUSTIN policies related to access, use or disclosure of Confidential Information may result in significant legal ramifications for which I will be held solely responsible with respect to this Agreement.

I agree to complete all required UT HEALTH AUSTIN training relevant to my association with UT HEALTH AUSTIN.

I agree to comply with the privacy and security rules of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and UT HEALTH AUSTIN’s policies regarding the privacy of individually identifiable health information.

I release from liability and from any restrictions as to confidentiality or privacy all hospitals, schools, physicians, employers, individuals, agencies, or organizations that provide information about me at the request of UT HEALTH AUSTIN or its agents.

I acknowledge that I have reviewed all of the information above. I understand that compliance with the principles, policies and procedures expressed above is a condition of my participation and continued presence at the facility.

Signature

Date



WORKFORCE MEMBER AGREEMENT
UT Health Austin

This Agreement applies to all members of UT Health Austin’s workforce who, in the performance of work for UT Health Austin, are under UT Health Austin’s direct control and have access to protected health information (“PHI”) maintained or created by UT Health Austin.

Please read all sections before signing below.

UT Health Austin has a legal and ethical responsibility to safeguard the privacy of its patients and protect the confidentiality and security of their PHI. Because you may have contact with PHI while performing your job, please agree to the following:

1. Confidentiality.
I understand that all PHI which may in any way identify a patient or relate to a patient’s health must be maintained confidentially.
2. Prohibited Use and Disclosure.
I agree that, except as required under my job responsibilities or as directed by UT Health Austin, I will not at any time during or after my work for UT Health Austin speak about or share any PHI with any person.
3. Access to Patient Records.
I understand and agree UT Health Austin must preserve the confidentiality and integrity of patient records, and no one is permitted access to the health record of any patient without a necessary, legitimate, work-related reason. I shall not inappropriately access, duplicate, or record a patient record, or remove a patient record from UT Health Austin.
4. Policies.
I will follow UT Health Austin privacy and security policies, which are available on UT Box. If I have questions, I will contact the Privacy Officer at uthealthaustinprivacy@austin.utexas.edu.
5. Safeguards.
I will use all reasonable means to safeguard PHI. Safeguarding PHI means protecting it from unauthorized use or disclosure in any form: oral, fax, written, or electronic. For example, I will only disclose such information to others who have a need to know, I will try to not be overheard by others when discussing PHI, I will secure my computer when I leave my workspace, and I will not take photographs within the clinic space. I will only use UT Health Austin issued and approved devices to access PHI. I agree not to send patient identifiable health information in an email, or email attachment, unless I am directed to do so by my supervisor and follow specific procedures for doing so.
6. Password Management.
I am aware that the user IDs, passwords, and access codes assigned to me are confidential and are not to be shared with anyone.
7. Transportation of PHI.
If, as part of my job responsibilities, I must physically take PHI off the premises of UT Health Austin, I shall ensure that I have UT Health Austin’s permission to do so by contacting the Privacy Officer at uthealthaustinprivacy@austin.utexas.edu.
8. Termination.
At the end of my employment with UT Health Austin, I will not take any PHI with me.
9. Sanctions.
I understand that my unauthorized access or disclosure of PHI may violate the law and cause irreparable injury to UT Health Austin, as well as harm to the patient who is the subject of the PHI, and may result in disciplinary and/or legal action being taken against me, including termination of my employment.
8. Reporting.
I agree to immediately report to UT Health Austin any unauthorized use or disclosure of PHI to the Privacy Officer at uthealthaustinprivacy@austin.utexas.edu or by calling the Compliance Hotline at 877-507-7321.

By my signature below, I acknowledge and agree to the above.

Signature: _____

Date: _____

Printed Name: _____

Facility/Department: _____