COOK COUNTY DEPARTMENT OF PUBLIC HEALTH COOK COUNTY DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

<u>COOK COUNTY MEDICAL RESERVE CORPS</u> <u>VOLUNTEER AGREEMENT</u>

The undersigned ("Volunteer"), in consideration of his or her requested appointment to serve as a Volunteer in the Cook County Medical Reserve Corps ("CCMRC"), a program of the County of Cook administered by the Cook County Department of Public Health ("CCDPH") in cooperation with the Cook County Department of Homeland Security and Emergency Management ("DHSEM") to enlist qualified Volunteers to assist in providing needed public health services, agrees that, if appointed, the following terms shall apply to his or her participation in the CCMRC.

1. <u>Credential and Background Check.</u> Volunteer certifies that there are no actions pending against Volunteer before any licensing body or medical or health professional organization which, if decided against Volunteer, may limit Volunteer's ability to engage in Volunteer's licensed profession without restriction. Volunteer also certifies that Volunteer has not been convicted of a felony. Volunteer shall provide information needed to conduct a verification of his or her credentials and a criminal background check, by providing this information on-line at the Illinois Helps Volunteer Website located at https://www.emergencycredentialing.net/IL/. Volunteer represents that all information submitted on the Illinois Helps Volunteer Website is true, accurate and complete and acknowledges that the County is relying upon this representation in making appointments to the CCMRC. Information submitted by Volunteer through the Illinois Helps Volunteer Website is incorporated herein as if fully set forth. Upon completion of the satisfactory processing of this information and any additional information that may be requested, and upon receipt of this signed Volunteer Agreement, including the Volunteer Oath, CCDPH may approve this Volunteer Agreement and appoint Volunteer to the CCMRC. The attached Exhibit A, Volunteer Oath, is incorporated into this Volunteer Agreement as if fully set forth herein. Volunteer understands that any misrepresentation or omission of facts, regardless of date of discovery, may be considered grounds for termination or the withdrawal of any offer of membership in the CCMRC.

2. <u>Term; Renewal; Termination</u>. If appointed, Volunteer shall be placed on the roster of the CCMRC beginning upon the date of approval of this Volunteer Agreement by CCDPH. Volunteer shall remain on the CCMRC roster and this Volunteer Agreement shall be automatically renewed for subsequent annual periods unless Volunteer requests to be removed from the roster. Participation in the CCMRC is completely voluntary and Volunteer may choose not to participate in a particular call-out, or may terminate his or her participation in the CCMRC at any time. Similarly, the CCDPH reserves the right to determine if and when it requests that Volunteer participate in a call-out and may terminate this Volunteer Agreement at any time. Volunteer agrees to provide advance notification of a decision not to participate in the CCMRC, or in call-outs conducted during a period during which Volunteer is unavailable, in order to allow the CCMRC to attempt to identify alternate volunteers. CCDPH values its relationships with local medical reserve corps programs that work cooperatively with the CCMRC. This agreement is not intended to establish circumstances under which Volunteer may serve as a member of the CCMRC and is not intended to limit a Volunteer's activities as part of a separate local medical reserve corps program.

3. <u>**Oath: Direction.**</u> Volunteer has sworn to, affirmed and executed the Volunteer Oath as evidenced by the completion by Volunteer of the Volunteer Oath, attached hereto as Exhibit A. Volunteer agrees to comply with and follow the instructions of the CCDPH, a first responder agency of the County of Cook, and those of its coordinating agency, the DHSEM, and other applicable local authorities, with respect to all aspects of his or her service as a CCMRC Volunteer. Volunteer shall participate in CCMRC activities that are within the scope of practice of Volunteer's professional licensure, if applicable, unless the CCDPH in cooperation with DHSEM request, and Volunteer chooses to participate in, activities that are in accordance with an expanded scope of practice authorization by the Illinois Department of Public Health ("IDPH") and the Illinois Department of Financial and Professional Regulation ("IDFPR") pursuant to authority conferred upon those agencies under Illinois law. While acting as a CCMRC Volunteer, Volunteer shall treat all persons with dignity and respect and shall provide Services without regard to race, color, creed, ethnicity, national origin, religion, sexual orientation, financial status or other applicable protected classification.

4. <u>Volunteer Information</u>. Volunteer shall provide the information requested on-line at the Illinois Helps Volunteer Website located at <u>https://www.emergencycredentialing.net/IL/</u> and shall provide the CCDPH with all requested information regarding Volunteer's qualifications, willingness and availability to participate in various types of CCMRC activities and shall promptly inform the CCDPH of any changes to Volunteer's contact or licensure information.

5. <u>Call-Outs: Response Activities; Exercises; Training</u>. The process of requesting some or all CCMRC Volunteers to

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participate in CCMRC activities is referred to as a "call-out" to Volunteers. In addition to call-outs for direct service activities, CCDPH may issue a call-out for CCMRC Volunteers to participate in training and exercises. CCDPH shall provide as much advance notice of a call-out as is practicable under the circumstances. Volunteer agrees to respond promptly to a call-out by indicating in the affirmative or negative whether Volunteer is able to respond, using the method of communication requested by the CCDPH as part of the call-out. Volunteer shall use best efforts to participate in a call-out that is issued during a time period when Volunteer has indicated that he or she is available. CCDPH shall endeavor to schedule such activities in a manner that is convenient for CCMRC Volunteers. Volunteer shall participate in CCMRC activities only as requested and directed by the CCDPH and DHSEM pursuant to a call-out. The provisions of this Volunteer Agreement shall apply to all activities conducted pursuant to a call-out, regardless of the purpose of such call-out.

6. <u>Voluntary Nature of CCMRC; No Compensation</u>. All CCMRC activities in which Volunteer participates are provided without expectation of compensation from Cook County. Volunteer hereby waives any claim against the County for any compensation relating to the activities performed under this Volunteer Agreement. Volunteer understands that the County shall not be responsible for wages, life or health insurance benefits, workers' compensation or occupational disease benefits or any other type of compensation. This provision shall not be construed to reduce any compensation or benefits to which Volunteer may be entitled from state, federal or other non-County sources or to limit Volunteer's rights under any law including, but not limited to, the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

7. <u>Health; Risk of Injury</u>. Volunteer recognizes that participating in the CCMRC Program will involve physical labor and may carry a risk of personal injury. Volunteer also recognizes that natural and manmade hazards, environmental conditions, diseases and other risks, known and unknown, may, in combination with Volunteer's activities, pose a risk of injury. Volunteer represents that he or she is in good health, is not suffering from any communicable illnesses and is sufficiently physically fit to engage in those CCMRC activities Volunteer chooses to participate in. Volunteer agrees that he or she shall refrain from engaging in volunteer duties during any period in which Volunteer may be ill with a communicable illness. Without limiting any recourse Volunteer may have under the Illinois Emergency Management Agency Act or any other law which may provide for special compensation to Volunteers for injuries sustained under certain circumstances, Volunteer agrees to hold the County harmless from liability arising from any injuries that may occur as a result of his or her CCMRC activities.

8. <u>Confidentiality</u>. In the course of his or her CCMRC activities, Volunteer may receive, hear, or otherwise have access to Protected Health Information ("PHI"). Volunteer agrees to hold absolutely confidential and to refrain from disclosing, directly, indirectly or by implication, any such information, whether during the term of this Volunteer Agreement or at anytime thereafter, except solely as required to perform assigned activities for the CCMRC or as required by law. All records generated by Volunteer shall be the property of Cook County.

9. <u>Entire Agreement; Governing Law; Severability; Modification</u>. This Volunteer Agreement, including all incorporated documents, constitutes the entire agreement between the County and Volunteer. This Volunteer Agreement shall be interpreted under the laws of the State of Illinois. In the event any part of this Volunteer Agreement is stricken by a court of law, all other parts shall remain in full force and effect. This Volunteer Agreement may not be modified except as agreed upon in writing by the CCDPH and Volunteer.

10. <u>Signature</u>. By signing below, I, Volunteer, certify that I have read and understand the above language and I specifically agree to these terms as governing my participation in the Cook County Medical Reserve Corps.

Volunteer Signature:	Home Phone:
Print Name:	Alternate Phone:
Print Date:	Fax:
Address :	Email:
THIS SECTION FOR CCDPH Volunteer has signed and returned this Volunteer Agreement: Volunteer has signed, notarized and returned Oath: Volunteer has passed credential and background check: Date Volunteer Offered CCMRC Membership:	I USE ONLY

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EXHIBIT A: COOK COUNTY MEDICAL RESERVE CORPS OATH OR AFFIRMATION

In accordance with the Illinois Emergency Management Agency Act and the Cook County Department of Homeland Security and Emergency Management Ordinance, I, ________, do solemnly swear (or affirm) that I will support and defend and bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of Illinois, and the territory, institutions, and facilities thereof, both public and private, against all enemies, foreign and domestic; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter. And I do further swear (or affirm) that I do not advocate, nor am I nor have I been a member of any political party or organization that advocates the overthrow of the government of the United States or of this State by force or violence; and that during such time as I am affiliated with the County of Cook and its Cook County Department of Homeland Security and Emergency Management, I will not advocate nor become a member of any political party or organization that advocates the overthrow of the United States or of this State by force or violence. (Illinois Compiled Statutes, 20 ILCS 3305/20; Cook County Code of Ordinance, Chapter 26, Article II, Section 26-40, (Ord. No. 07-O-58, 10-2-2007; Ord. No. 09-O-69, 9-16-2009.)).

I have read and understand the above language and I specifically agree to these terms as governing my participation in the Cook County Medical Reserve Corps.

Signature:	
Print Name:	
Date:	

State of Illinois

County of

Subscribed and Sworn to before me this _____ day in the month of ______ in the year_____.

Notary Public

My Commission Expires:

(NOTARY SEAL)