

Registrant Volunteer Terms and Conditions of Service (MRC Volunteers)

I agree to voluntarily provide personal information that will be collected, used and maintained by NM MRC Serves registry staff in implementing the NM MRC Serves registry.

I authorize the NM MRC Serves registry staff to conduct a criminal background check and/or to obtain my personal records as part of the background check.

I agree to provide emergency healthcare, public health services or other volunteer services as needed and as assigned in accordance with my NM MRC Serves Credential Level classification. I understand that, as an NM MRC Serves volunteer deployed to render volunteer services at an emergency/disaster, to the extent that I represent NM MRC Serves and/or the State of New Mexico, I agree to present myself in a professional manner at all times.

I further understand and agree to:

Perform my volunteer services assignment and responsibilities under the terms, conditions and general direction of NM MRC Serves, State of New Mexico departments or agencies (i.e., NMDOH or NMDHSEM) or other public or private healthcare entities (i.e., hospitals or clinics), and as approved or supervised by an appropriate and designated official of such public or private entities.

Be assigned to serve in potentially dangerous and uncomfortable situations.

Be responsible for any actions that are not directly related to the performance of my volunteer services assignment.

Maintain current professional licensure, certification or registration, as applicable.

Notify the NM MRC Serves registry staff of any changes in personal contact information or licensure, certification or registration status, within 72-hours of the change.

Provide the necessary health and identification information as required by my participation in NM MRC Serves, which may be disclosed by NM MRC Serves registry staff to other public or private entities as necessary for the administration of the registry.

Abide by all applicable State of New Mexico laws, regulations, rules, policies, procedures and protocols including all those concerning standards of conduct and conflicts of interest.

Abide by the New Mexico Department of Health NM MRC Serves Policy and Procedures Manual.

Protect the confidentiality and privacy of all persons I serve including abiding by all limitations and requirements of HIPAA and HITECH.

I understand that either party (i.e., NM MRC Serves or me as a registered volunteer) may terminate my registration and/or volunteer assignment at any time.

Agree to maintain any required licensure or credentials and immediately inform the NMDOH of any and all changes to such licensing or credentials.

Seek clarification on any requirement listed in these terms and conditions if I do not understand any of these provisions or what is expected of me during my volunteer service.

Consent to Use and Disclosure of Personal Information:

I understand that the information I provide with this registration will be used by NM MRC Serves to determine the status of my credentials, including confirmation that my license is current, valid, and free of any restrictions. By registering and agreeing to these NM MRC Serves Volunteer Terms and Conditions, I agree to have the status of my credentials verified by national, federal and New Mexico licensing and credentialing authorities. I also understand that the information I provide will be used only by NM MRC Serves registry staff to verify my credentials and to assign an emergency Credentialing Level to me in accordance with applicable Emergency System for Advance Registration of Volunteer Health Professional (ESAR-VHP) standards. I understand that the assignment of an emergency Credentialing Level neither designates or grants clinical privileges nor authorizes me to provide healthcare services without proper authorization and supervision. I further understand that, during an emergency or disaster, the information I provide will be used by authorized state and local volunteer administrators and emergency or disaster managers to assign me to volunteer services and activities for which I am adequately credentialed, and by on-site emergency or disaster operational area officials to identify me once I am deployed to the emergency or disaster site. I understand that, if I agree to deploy to a specific emergency or disaster, the information I provide to the NM MRC Serves registry will be forwarded to emergency or disaster operational area officials, and that NM MRC Serves provides no assurance regarding the security and privacy of that information once forwarded to the emergency or disaster operational area.

I also acknowledge that the information I provide to NM MRC Serves registry with this registration may be subject to disclosure pursuant to a request under the New Mexico Inspection of Public Records Act (§ 14-2-1, et seq., NMSA 1978) or legal process such as a court order or subpoena. Disclosure of personal information will only occur in accordance with New Mexico law or any other relevant state or federal laws or regulations.

I hereby voluntarily consent to the collection, use, maintenance and disclosure of my personal information as described herein.

Acknowledgement of Volunteer Selection Process:

I understand that the process of being selected as an NM MRC Serves volunteer to render volunteer services for a specific emergency or disaster is based upon an evaluation of the information I provide with my NM MRC Serves registration in conjunction with the NM MRC Serves' mission requirements. I understand that, if selected, I will be contacted by the NM MRC Serves registry staff or state or local emergency or disaster managers, and I will be given the choice of whether or not to volunteer my services for that specific emergency or disaster. I understand and agree that if I register on the NM MRC

Serves registry, no guarantee or assurance is provided that I will be requested for a specific emergency or disaster deployment. Similarly, I understand and agree that registering on the NM MRC Serves registry in no way obligates me to participate or agree to deploy for a specific emergency or disaster and that I may decline to participate or deploy for whatever reason I choose.

Statement of Physical & Mental Competence & Assumption of the Risk:

I acknowledge that by registering on the NM MRC Serves registry I am representing that I am of sound physical and mental capacity, and capable of performing volunteer services in an emergency or disaster. I acknowledge that emergency or disaster settings may pose significant psychological and physical hardships and risks to those volunteering services and that there are often a lack of the normal amenities of daily life and accommodations for persons with disabilities. In volunteering my services, I agree to accept such conditions and risks as may occur in any emergency or disaster to which I am assigned.

Agreement to Perform Volunteer Services Without Compensation:

By registering on the NM MRC Serves registry, I agree that I am not an employee of NM MRC Serves or the State of New Mexico and that I agree to participate as a volunteer without compensation or payment for my services.

Agreement to Non-Commercial Use of Site:

By registering and using the NM MRC Serves registry and website, I agree to accept these Volunteer Terms and Conditions of Service. I understand that the NM MRC Serves registry and registration website is a non-commercial venue that is intended to assist in providing volunteer emergency response services. I agree to not copy, sell, or exploit any portion of the NM MRC Serves website for any commercial purpose.

Pledge to Provide Accurate Information:

By registering and agreeing to these Volunteer Terms and Conditions of Service, I agree that the information I provide and the representations I make with the NM MRC Serves registration will be truthful, complete, accurate, and free of any attempt to mislead. I understand that I may return to the NM MRC Serves registry website and modify my personal information (Profile) at any time, and I agree to keep such information up to date and current. I agree to protect the confidentiality of the password I have chosen that provides access to my information on the NM MRC Serves registry website, and to abide by all security provisions of the NM MRC Serves registry website.

I further agree to perform my volunteer services assignment and responsibilities under the terms, conditions, service protocols, and general direction of NM MRC Serves, State of New Mexico departments or agencies.

Conditions of Coverage:

All NM MRC Serves licensed healthcare providers who are performing clinical services within the scope of the requested participation and performing authorized activities at an authorized and designated location are entitled to the liability protections of the New Mexico Tort Claims Act (TCA).

Non-health care volunteers are not covered under the New Mexico Tort Claims Act and may be subject to liability during their time serving as volunteers through NM MRC Serves.

Neither healthcare and non-healthcare volunteers are covered for injury or death occurring during their volunteer service and neither are covered by Worker's Compensation insurance at any time during their service.

Limitations on liability for all volunteers may occur in some circumstances in which the service occurs during a federally declared emergency or a federal deployment, subject to limitations and exceptions outlined in the Federal Volunteer Protection Act of 1997.