

# PONCA TRIBE OF NEBRASKA

P.O. Box 288  
Niobrara, Nebraska 68760  
Phone: (402)857-3391  
Fax: (402) 857-3736

## VOLUNTEER WAIVER AND CONSENT

For and in consideration of the opportunity to participate in programs and offerings of the Ponca Tribe of Nebraska, I, \_\_\_\_\_, understand and agree with the following conditions concerning services performed by me as a Volunteer:

I certify that I am offering my services to the Ponca Tribe of Nebraska and/or one of its departments, agencies, or programs on a volunteer basis. I understand that I will receive no pay, benefits or other privileges of employment of any kind for my services. I further understand that I am not eligible for worker's compensation benefits if I am injured or become ill as a result of my volunteer work, and I am not eligible for unemployment compensation benefits when my volunteer assignment ends. I also certify that I have not been promised and have no expectation that I will receive a paid position as a result of my volunteer work.

I, on behalf of myself and my estate, heirs, agents, executors, administrators and assigns, hereby release, waive, discharge and relinquish any right of recovery and release the Ponca Tribe of Nebraska and its departments, agencies, subdivisions, programs, officers, officials, employees and/or agents (collectively, "Tribe"), from liability arising from any and all injury to persons and damage to property as well as wrongful death, and further agree and undertake to indemnify, hold harmless and defend the Tribe from and against any and all claims, damages, actions, liability and expenses, including costs, attorney's fees and other professional fees, in connection with bodily injury, including death, personal injury and/or damage to property arising from or out of my activities and participation in volunteer services for the Tribe EVEN IF CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL ACTS OR OMISSIONS, STRICT LIABILITY, AND/OR ANY OTHER TYPE FAULT OF THE TRIBE. IT IS THE INTENTION OF ME, BY THIS INSTRUMENT, TO EXEMPT AND RELIEVE THE TRIBE FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH REGARDLESS OF HOW CAUSED. I further acknowledge and agree that the Tribe does not assume any responsibility whatsoever for any property of mine and I shall not hold the Tribe liable for any loss or damage to the same. I agree to allow the Tribe and sponsors of its events to use my name, voice, photo, and likeness for promotional purposes without any cash considerations or payments.

As a condition of participating as a volunteer, I acknowledge and agree that I may be required to complete and pass a background investigation demonstrating that I have not been convicted of an offense involving violent behavior (or a threat thereof) or fraudulent or dishonest conduct, including, but not limited to, fraud, theft, embezzlement, misappropriation, larceny, burglary, assault, battery, rape, sexual assault, murder, manslaughter, involuntary homicide, or stalking at any time. Such background investigation may also include investigation to determine character when appropriate to the volunteer activities I will be participating in. BY SIGNING BELOW, I EXPRESSLY AUTHORIZE AND CONSENT TO THE RELEASE OF ANY PERSONAL OR CONFIDENTIAL INFORMATION ABOUT ME BY ANYONE WHOM THE TRIBE CONTACTS TO CONDUCT SUCH INVESTIGATION. I acknowledge that until the background investigation is completed and I have been found to meet these standards, I may not work as a volunteer, but the background investigation may be waived if an investigation which meets these standards has already been conducted and is on file.

This instrument shall be governed by the laws of the Ponca Tribe of Nebraska and I agree that any dispute arising under or related to this instrument shall only be brought in the Tribal Court of the Ponca Tribe of Nebraska. Nothing in this instrument shall be read or construed to effect, modify, limit, or waive the sovereign immunity of the Ponca Tribe of Nebraska, its departments, agencies, organizations, officers, agents, and/or employees. I agree that I shall comply with all provisions of the laws of the Tribe, including, but not limited to, the Law and Order Code of the Ponca Tribe of Nebraska, and applicable federal laws.

I acknowledge that I have read the foregoing and am fully aware of the legal consequences of signing this instrument.

TRIBAL REPRESENTATIVE WITNESS

VOLUNTEER

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Tribal Council Approved: June 23, 2007

# **Ponca Tribe of Nebraska Confidentiality Policy**

The PTN recognizes the importance of protecting the confidentiality of clients, membership, and Employees, and is committed to ensuring their privacy and security.

Employees should avoid disclosing confidential information unless needed to perform their respective job duties. To support our commitment to employee confidentiality and all applicable tribal, federal, and state laws and regulations, PTN office site(s)/clinic will ensure that appropriate steps are taken to disclose only the minimum amount of information necessary to accomplish the particular use or disclosure.

## **1. Client information – Internal**

Client information is any information that can be used to reasonably identify the client or the services being rendered to the client. This information includes, but is not limited to, client files that identify applicants and recipients of assistance; amounts and type of assistance; payments and social background, correspondence; memos; lists; etc.

All staff will sign a Confidentiality Policy Receipt form upon employment or at the beginning of service with the PTN. This statement attests that the employee has received and understands the confidentiality policy and procedure as proclaimed by the PTN according to the Federal Privacy Act of 1974.

Staff agree to comply with the understanding that breach of confidentiality will be grounds for disciplinary action up to and including immediate dismissal, as well as the imposition of penalties under the Privacy Act of 1974 or the Tribal Privacy Act.

These signed statements will be made a part of their personnel record in HRM.

Employees will ensure that only the minimum amount of employee/client information necessary to accomplish the specific purpose of a use or disclosure is actually used or disclosed.

Employees will request only the minimum amount of employee/client information necessary to accomplish the specific purpose of the request.

Signed authorization forms from members are necessary for information to be shared between departments.

## **2. Client Information – External**

### **i. Group Use**

Employees shall engage in case conferences, staffing or case management, etc. only if a signed "Authorization for Release of Information" executed by the client, parent, guardian, or person acting in loco parentis (people acting as parents) for such activity is in the client's file.

### **ii. Records**

Client records are to be kept strictly confidential with dissemination only to staff that require it in order to perform their duties or for legal purposes.

Client files, correspondence, memos, lists, etc., will be maintained under lock and key. Caution must be used in handling client files to ensure that only authorized persons work with them. Files will be kept for the minimum time required by proper authorities. Purged files will be destroyed via paper shredder.

Employees are not to share or release information or identities of clients with other agencies or individuals without a signed "Authorization or Release of Information" executed by the client, parent, guardian, or person acting in loco parentis (people acting as parents). Court orders or requests from law enforcement agencies are to be referred to the PTN's legal counsel.

### **3. Employee Information – Internal**

Employee information is any information that is obtained by HRM as a result of official employment. This information may include, but is not limited to, items such as home addresses and phone numbers, social security numbers, disciplinary actions, grievances, garnishments, family problems/relationships, etc.,

### **4. Employee Information – External**

All employees will refer all requests for employee information from an outside entity or department to HRM. HRM will then follow established internal HRM policies and procedures as to whether employee information is to be released. Only the minimum necessary amount of information will be released. Employee will be notified of any information released to an outside entity prior to the release of information, unless an emergency warrants the release prior to the employee notification.

It is the policy of the PTN that upon resignation or termination of employment with the PTN, such individual will in no way use confidential information acquired or experienced while employed with the PTN to defame or harm the PTN and/or its clients, families and/or coworkers.

## **PONCA TRIBE OF NEBRASKA Confidentiality Policy Acknowledgement**

I, \_\_\_\_\_, have received understand the Ponca Tribe of Nebraska Confidentiality Policy, as according to the Federal Privacy Act of 1974.

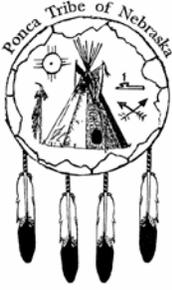
By signing below, I agree to abide by the terms of said policy and act.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Orientation Facilitator

\_\_\_\_\_  
Date



## RELEASE OF LIABILITY

I, the undersigned, hereby release and agree to forever hold harmless the Ponca Tribe of Nebraska, its employees, directors and Tribal Council, from any and all liability, of whatsoever nature, which may arise in conjunction with my presence on or about Ponca Tribe of Nebraska's properties, or while engaged in any activities involving Ponca Tribe of Nebraska, including, but not limited to, employment, volunteer services, practicum or student learning experiences, contractual work, internships, or community service.

Services performed:

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\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Executed

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/ZIP

\_\_\_\_\_  
Telephone

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Ponca Tribe of Nebraska Tribal Headquarters  
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