

# Siena Francis House

## Volunteer Expectations, Waiver of Liability, Code of Conduct Agreement

Thank you for volunteering at the Siena Francis House! We are grateful for your support of our mission of serving individuals experiencing homelessness who seek services through our organization. Volunteers are essential to the services we offer. The Siena Francis House could not provide these services without the time and talent that you and so many other volunteers offer. Again, we appreciate and value your volunteer commitment to our mission.

This document contains information related to your experience as a Siena Francis House volunteer – to which you will agree, in order to volunteer at the Siena Francis House – and includes: Volunteer Expectations; Release and Waiver of Liability; and Code of Conduct.

### **VOLUNTEER EXPECTATIONS**

The following are expectations the Siena Francis House has for you (the “Volunteer”) for when you volunteer with our organization:

- The Volunteer will sign up for any and all volunteer activities online, via the Siena Francis House’s website, at [www.sienaf Francis.org](http://www.sienaf Francis.org).
- Volunteers will arrive no earlier than the start of their scheduled shift, and will leave immediately following the end of their scheduled shift, and engage only in the activity for which the volunteer signed up.
- Upon arrival at Siena Francis House, volunteers will “clock in” at the designated volunteer computer kiosk, located next to the volunteer lockers, located in the back of the kitchen of the 1117 North 17<sup>th</sup> Street facility.
- The Volunteer will not participate in behaviors that are disruptive to individuals served at the Siena Francis House, to Siena Francis House staff or to other volunteers, including, although not limited to: theft, destroying property, using profane, sexually suggestive or offensive language, wearing inappropriate clothing, forming intimate/romantic relationships with any individual receiving services from our organization, or any other behavior as defined in the Code of Conduct, conveyed later in this document.
- Volunteers provide services at the pleasure of the Siena Francis House, overseen by the Volunteer Program Manager and program staff. Volunteers must follow all verbal and/or written directions of the Volunteer Program Manager and program staff.
- The Volunteer understands that his or her role at the organization is essential. The Volunteer understands that, if s/he has committed to a volunteer opportunity, s/he is expected to fulfill this volunteer obligation. If the Volunteer is unable to fulfill the volunteer obligation to which s/he committed, s/he will give the organization notice, at least one day in advance of the volunteer opportunity. The Volunteer further understands that failure to do so may result in his/her termination as a volunteer.
- The Volunteer grants and conveys to the Siena Francis House all right, title, and interest in any and all photographs, images, video, or audio recordings of the Volunteer or her/his likeness or voice that may be made by the Siena Francis House in connection with the volunteer work performed for the Siena Francis House. The Volunteer grants the Siena Francis House all rights to reproduce, display, and disseminate worldwide and in perpetuity these photographs, images, video, or audio recordings of the Volunteer or her/his likeness or voice, in any traditional or other format, without requiring Siena Francis House to notify the Volunteer or seek the Volunteer’s permission.

**RELEASE AND WAIVER OF LIABILITY**

This Release and Waiver of Liability (the "release") is executed by and between the Volunteer and the Siena Francis House. The Siena Francis House, roughly located in various facilities on and between 16<sup>th</sup>, 17<sup>th</sup> and 18<sup>th</sup> Streets, between Nicholas Street and Paul Streets, Douglas County, Omaha, Nebraska, is a nonprofit corporation organized and existing under the laws of the State of Nebraska and each of its directors, officers, employees, and agents (the Siena Francis House and each of its directors, officers, employees, and agents are hereinafter collectively referred to as the "Released Parties").

The Volunteer desires to provide volunteer services for the Siena Francis House and engage in activities related to serving as a volunteer. Volunteer understands that the scope of Volunteer's relationship with the Siena Francis House is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer; that the Siena Francis House will not provide any benefits traditionally associated with employment to Volunteer; and that Volunteer is responsible for his/her own insurance coverage in the event of personal injury or illness, as a result of Volunteer's services to the Siena Francis House.

The Volunteer hereby freely, voluntarily, and without duress executes this Release under the following terms:

- 1. RELEASE AND WAIVER:** The Volunteer, releases and forever discharges and holds harmless the Released Parties and all of their successors and assigns from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from the volunteer work that the Volunteer provides to the Siena Francis House. By execution of this Waiver of Liability, the Volunteer confirms that she/he understands and acknowledges that she/he is discharging the Released Parties and all of their successors and assigns from any liability, expense or claim that the Volunteer may have against the Released Parties and all of their successors and assigns with respect to bodily injury, personal injury, illness, death, or property damage that may result from the volunteer work that the Volunteer provides to the Siena Francis House or which occurs while the Volunteer is performing volunteer work.
- 2. INSURANCE:** Further, the Volunteer understands that the Siena Francis House (or any of the Released Parties) does not assume any responsibility for, or obligation to provide the Volunteer with financial or other assistance, including but not limited to medical, health, or disability benefits or insurance. By execution hereof, the Volunteer expressly waives any and all claims for compensation or liability from the Siena Francis House or any of the Released Parties.
- 3. MEDICAL TREATMENT:** The Volunteer hereby releases and forever discharges the Released Parties and all of their successors and assigns from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency while the Volunteer is on the premises of the Siena Francis House or during any time when the Volunteer is providing volunteer work.
- 4. ASSUMPTION OF RISK:** The Volunteer understands that the volunteer work that s/he provides to the Siena Francis House may include activities that may be hazardous to the Volunteer including, but not limited to, emotional stress and physical injury involving inherently dangerous activities. The Volunteer hereby expressly assumes risk of injury or harm from the activities performed as a Volunteer and Releases the Released Parties and all of their successors and assigns from any and all liability.
- 5. The Volunteer understands that the Siena Francis House is doing everything it can to protect you, a member of the public, as well as our workers and volunteers. To this extent, we will be following the Centers for**

Disease Control and Prevention (CDC) and local health department guidelines with regard to social distancing practices and other health guidelines, in order to reduce the spread of the Novel Coronavirus, or COVID-19. We ask potential volunteers to be at low risk for COVID-19, as determined by CHI's Covid-19 Self-Screening Questionnaire, available on the Siena Francis House's website, at [www.sienafrancis.org](http://www.sienafrancis.org), and follow the resulting guidelines of the questionnaire.

In our facilities, we require our staff and volunteers to maintain six (6) feet of distance between ourselves and you, the volunteer, as much as possible. We will also be requiring this same procedures for client-to-client contact, in order to limit the exposure to all individuals.

We require all volunteers to utilize either surgical masks or properly-improvised masks such as scarves, bandanas or handkerchiefs, covering both the nose and mouth, to reduce the risk of exposure to the virus to yourself and others. It is also required of volunteers to either wash or sanitize their hands prior to beginning their volunteer activity, after the activity is finished, as well as after using the restroom, sneezing, coughing, and before and after eating.

If we all work together, we can overcome the spread of this virus as well as other infectious diseases. Failure to comply with these written instructions – or verbal instructions from Siena Francis House staff related to the same – may result in you being asked to leave from the premises.

6. OTHER: The Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Nebraska and that this Release shall be governed by and interpreted in accordance with the laws of the State of Nebraska. The Volunteer agrees that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

### **CODE OF CONDUCT POLICY**

**PURPOSE:** The purposes of this Code of Conduct are to focus directors, officers, employees, volunteers and agents on areas of ethical risk relating to their roles, provide guidance to help them recognize and deal with ethical issues, provide mechanisms for the reporting of unethical conduct and foster a culture of honesty and accountability. No code of conduct can replace the thoughtful behavior of an ethical corporate member or agent. Accordingly, dishonest or unethical conduct or conduct that is illegal will constitute a violation of this Code, regardless of whether the Code specifically addresses such conduct.

**POLICY:** The reputation and integrity of the Siena Francis House (the "Corporation") are valuable assets that are vital to the Corporation's success. Each director, officer, employee and agent of the Corporation is responsible for conducting the Corporation's business in a manner that demonstrates a commitment to the highest standards of integrity.

#### Compliance with all Laws, Regulations, Policies and Procedures

A variety of laws apply to the Corporation and its operations, and some carry criminal penalties. These laws include, but are not limited to, all federal and state laws and City Ordinances that apply to the Corporation's business, including federal grant agreement regulations and occupational safety laws, and to its status as a public corporation. Examples of criminal violations of the law include, among others:

- Making false or misleading disclosures in documents filed with the City, State or Federal Government;
- Stealing, embezzling or misapplying the Corporation's funds; and

- Non-compliance with any City, State and Federal laws, regulations and ordinances.

### Conflicts of Interest

A conflict of interest occurs when an individual's private interest interferes in any way with the interests of the Corporation as a whole. There may be an appearance of a conflict of interest when an objective outside observer could reasonably believe that a conflict exists. The Corporation requires you to conduct your outside associations and personal business, financial and other relationships in a manner that will avoid any actual, potential or apparent conflict of interest between yourself and the Corporation in respect of your role in the Corporation. The term "outside association" refers to any affiliation, association, or interest that you have with an entity other than with the Siena Francis House. It is impractical to conceive of and set forth rules that cover all situations in which a conflict of interest may arise in respect of your role in the Corporation.

#### *Corporate Transactions*

All transactions involving the Corporation and its customers shall be conducted at arm's length. One example of a way in which a conflict of interest may arise is if you are introduced to a business opportunity as a result of your role in the Corporation. Under applicable laws, such opportunities belong to the Corporation and may not be taken or pursued by a director personally without an appropriate waiver by the Corporation.

#### *Acceptance of Gifts*

You may not, without the Corporation's approval, solicit or accept gifts in excess of "nominal value," either directly or indirectly, as a result of your role in the Corporation from persons or entities with which the Corporation has or is likely to have a business relationship. A "gift" includes any type of gratuity, service, loan, fee compensation, cash, securities, real property, or anything else of monetary value. "Nominal value" is defined as a gift in an amount equal to or less than \$50.00. If you receive a gift in excess of nominal value as a result of your role in the Corporation, directly or indirectly, from persons or entities with which the Corporation has or is likely to have a business relationship, including any guest, client, agency, vendor, or contractor, you are required to promptly notify the Compliance Director.

#### *Resolution of Conflicts*

In all cases, actual, potential or apparent conflicts of interest in respect of your role in the Corporation must be handled in an ethical manner, meaning they must be fully disclosed and considered prior to any resolution of action on the issue. The Compliance Director or, where appropriate, the Executive Director or Executive Committee will handle all such questions of actual, potential or apparent conflicts of interest that involve you. Any director, officer, employee or agent who is aware of, or has a question concerning, a conflict of interest, or an appearance of a conflict of interest, or who has a question whether a conflict might develop, is obligated to promptly seek assistance from the Compliance Director to resolve the conflict or question.

The Compliance Director and, as appropriate, the Executive Director or Executive Committee, may determine, upon review of all relevant facts, that the conduct does not amount to a conflict of interest, or may provide guidance to avoid a conflict from developing, such as recusal from consideration and/or approval of specific matters that come before the Board of Directors.

### Full, Fair, and Accurate Disclosures to the Public

If you participate, directly or indirectly, in the preparation of the financial and other disclosures that the Corporation makes to the public, including in its filings with the Internal Revenue Service or by annual release, you must, in addition to complying with all applicable laws, rules and regulations, follow these guidelines:

- Act honestly, ethically, and with integrity.

- Endeavor to ensure full, fair, timely, accurate and understandable disclosure in the Corporation's filings with the Internal Revenue Service and in other public communications
- Act in good faith, responsibly and with due care, competence and diligence, without misrepresenting material facts or allowing your independent judgement to be subordinated by others.
- Comply with the Corporation's disclosure controls and procedures and internal controls over financial reporting.

### Handling Confidential Information

Directors, officers, employees, volunteers and agents should observe the confidentiality of information that they acquire by virtue of their positions at the corporation, including information concerning guests, clients, suppliers, vendors, contacts with directors, officers, employees, volunteers and agents, except where disclosure is approved by the Corporation or otherwise legally mandated. Of special sensitivity is personal protected information concerning such things as addiction, mental illness, domestic violence, personal finances, and legal and personnel matters.

#### 1) RESPONSIBILITIES:

- a) The Board of Directors has the responsibility to review the code of conduct policy and approve for implementation.
- b) The Executive Director has the responsibility to ensure implementation of this policy within the agency.
- c) Officers: Officers will be responsible for conducting the Corporation's business in a manner that demonstrates a commitment to the highest standards of integrity.
- d) Compliance Director: The Compliance Director is responsible for receiving reports about alleged violations of this policy and determining the most appropriate approach to investigating the claim. Also, for conducting annual employee training on this policy including identifying conflict of interests and accepting gifts.
- e) Directors and Managers: Directors and Managers are responsible for management of agency programs and policies in accordance with the Code of Conduct.
- f) Employees: Employees shall adhere to all applicable conduct and ethics rules, agency policies and regulations.

#### 2) PROCEDURES:

- a) Directors, officers, employees, volunteers and agents who learn of or suspect that a violation of the Code has occurred, or is likely to occur, must immediately report the violation to the Compliance Director. Those who report violations or suspect violations in good faith will not be subject to retaliation of any kind. Reported violations will be investigated and addressed promptly and will be treated confidentially to the extent possible.
- b) Alleged violations of the Code shall be received and initially evaluated by the Compliance Director. The Compliance Director will be responsible for determining who will conduct investigation into the report. The Compliance Director may consult with the Executive Director and Executive Committee as appropriate.
  - a. A report that involves actions that could be a violation of the laws and could result in criminal charges will be referred to the appropriate law enforcement agency to investigate immediately.
  - b. Alleged violations by staff shall be investigated by the Compliance Director.
  - c. Alleged violations by the officers of the corporation shall be investigated by the Executive Director.
  - d. The Executive Committee of the board will be responsible for the investigation of directors.
- c) Substantiated violations of the Code of Conduct may result in discipline actions, termination of employment, removal from the Board of Directors, or cancellation of a business agreement.

- 3) On an annual basis directors, officers, employees, volunteers and agents will certify they have read, understand, and are in full compliance with this Code, and in particular have complied with and adhered to the Corporation's internal policies and procedures which are relevant to this Code.
- 4) FOLLOW-UP RESPONSIBILITY: Executive Director (or designee) will review and update this policy every two years.
- 5) RECISSION: Code of Conduct Revised 2017.

Ascent and agreement to this document and the expectations and information within is affirmed by the Volunteer by signing a hard copy of this document or when the Volunteer (and/or members of a group) registers online for a volunteer activity, or when the volunteer (or members of a group) arrives for the volunteer activity, or when signing in at the designated volunteer computer kiosk, upon arrival for the volunteer activity.

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

Signature \_\_\_\_\_

Date \_\_\_\_\_