



St. Clair County

Medical Reserve Corps

Member Handbook

Third Edition

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Unit 1779

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Preface

In the wake of the September 11, 2001 terrorist attacks, thousands of Americans responded by volunteering their talents and skills to help others. Many more Americans asked, “What can I do to help my local community during an emergency or incident?”. During subsequent incidents our country has faced, individuals from different backgrounds have shared a common desire to help their communities in the eye of such events.

During President George W. Bush’s 2002 State of the Union address, he called on all Americans to make a lifetime commitment of at least 4,000 hours – the equivalent of two years of their lives – to serve their communities, the nation, and the world. President Bush then created the **USA Freedom Corps** in order to help Americans answer to his call to service; and to foster a culture of service, citizenship, and responsibility. **Citizen Corps** is one component of USA Freedom Corps, which creates local opportunities for individuals to volunteer and help their communities prepare for and respond to emergencies; by bringing together local leaders, citizen, volunteers, and the network of first responder organizations (e.g. fire departments, police departments, and emergency medical personnel). Many existing volunteer organizations are working with mayors, county executives, and others to establish strong local Citizen Corps Councils in order to enhance voluntary services. More information about the Citizen Corps programs can be obtained at <https://www.ready.gov/citizen-corps>.

The **Medical Reserve Corps** (MRC) is the component of the Citizen Corps, and is administrated by the U.S. Department of Health and Human Services (HHS). This program seeks to strengthen communities by helping medical and non-medical volunteers offer their expertise throughout the year, in non-emergency activities, as well as during local emergencies. MRC volunteers work in coordination with existing local emergency response programs, the local health department, and supplement existing community public health initiatives: community outreach and prevention initiatives, immunization programs, blood drives, emergency sheltering, care for special population, emergency response exercises, point of dispensing (POD) medications drills, among other efforts).

MRC volunteers receive emergency preparedness trainings, participated in non-emergency and emergency events, and assist local community emergency response systems with pressing public health needs. Although MRC unit’s volunteers and local needs will vary from community to community, all units share the common goal of engaging volunteers in helping their communities on emergency prevention, preparedness, and response.

Mission Statement

The mission of the St. Clair County Medical Reserve Corps (SCCMRC) is to strengthen emergency response, promote community resilience, and improve public health efforts in our

community by: recruiting, training, and engaging local volunteers; and assisting emergency response personnel and agencies in emergency preparedness, response, and recovery efforts.

Purpose

The purpose of the SCCMRC unit is to:

- a. Recruit, organize, and prepare medical and non-medical professionals to respond to the specific needs of the community; thereby enhancing local emergency response efforts and resilience, especially during large-scale local emergencies.
- b. Provide a volunteer reserve capacity at St. Clair County, that is well prepared to support and respond to local community health needs.
- c. Create a framework to match volunteers' skills with the community's needs.
- d. Enhance volunteer's skills with continuing education on personal, family, and community emergency preparedness and response skills. As a way to better prepare volunteer response force; focusing on the safety and well-being of volunteers prior to, during, and post an incident.
- e. Engage on regular marketing and recruiting strategies, fostering in the community a desire to learn more about emergency preparedness, and emergency preparedness volunteer opportunities.

Program Objectives

- A. Aid the community in disaster management through education, preparation and voluntary service.
 - a. Determine the educational needs of the community in relation to emergency preparedness.
 - b. Provide emergency preparedness training to volunteers, and educational material to local community members.
 - c. Recruit health care professionals and other community members to participate in volunteer activities that support emergency relief groups, and community safety organizations.
 - d. Provide the community with access to existing resources before, during, and after an emergency; in an effort to decrease the overall effects of the emergency and strength community resilience.
- B. Create and implement an emergency action plan that compliments and is an integral part of the community's existing emergency response plans (refer to *SCCHD EOP's Volunteer Management Annex* document).
 - a. Identify the needs of local law, health, and emergency organizations present during an emergency situation.

- b. Establish and maintain a partnership with local hospitals, medical service providers, healthcare organizations, and emergency response organizations.
 - c. Obtain a working knowledge of the community's current response plans, as it pertains to local emergencies.
 - d. Identify the role of the SCCMRC in relation to the local government's emergency operation plans.
 - i. Identify how SCCMRC will fit into the existing LHD and County Disaster Plans.
 - ii. Design a plan on how best for the SCCMRC to respond as a support structure for first responders.
- C. Provide reserve support to local emergency agencies in an effort to enhance local emergency response efforts.
- a. Identify available resources for use by the SCCMRC before, during, and after a local emergency.
 - b. Identify specific organizations that have partnered with the SCCMRC for relief during a local emergency.
 - c. Identify specific skills needed during a local emergency and utilizing them in a coordinated manner, to their best advantage.
- D. Train and prepare volunteers to effectively respond to a local emergency in an effort to minimize disability, death and emotional trauma resulting from a local emergency.
- a. Identify the specific skills of each volunteer.
 - b. Determine how each volunteer can best assist the community before, during and after a local emergency.
 - c. Identify baseline training all volunteers should have, and training necessary according to the volunteer's roles and responsibilities.
 - d. Conduct periodic exercises in an effort to provide on-going training for each volunteer; as well as offer opportunities for volunteers to participate in non-emergency activities and remain engaged.
- E. Recruit volunteers in an effort to adequately provide support to hospitals, medical service providers, healthcare organizations and/or emergency response organizations before, during, and after a local emergency.
- a. Conduct activities geared toward the recruitment of volunteers.
 - b. Recruit and train 25 volunteers by June 30, 2025; with an additional 25 new volunteers by June 30, 2035 to reach a total of 50 active volunteers.
 - c. Maintain active volunteers through community activities, continued education and training exercises.

Scope

The SCCMRC has been established as a local emergency medical and public health resource to augment, assist and support the existing medical and public health systems in emergencies and

disasters. As a local resource, the Medical Reserve Corps will not normally be deployed outside the County Region. However, should the need arise; the unit may be used outside the area served by the SCCMRC, if requested, as a mutual aid resource (e.g. other MRC units, American Red Cross partnership, etc.) during a large-scale emergency.

The Medical Reserve Corps is an “all-hazards” resource, i.e., the unit’s personnel and resources may be utilized in any type of natural, biological, technological or man-made emergency. Unit personnel will only be used in functional areas or given assignments for which they are properly trained and equipped.

The Medical Reserve Corps may be used in large-scale, complex emergencies involving multiple jurisdictions and interagency operations. The unit’s personnel and resources may also be used in smaller incidents involving a single jurisdiction or agency.

The Medical Reserve Corps personnel and resources may also be assigned to area hospitals, public health agencies, or mass care facilities to augment and assist the staff of these healthcare facilities.

Structure

St. Clair County established a **Citizen Corps Council** in 2008. It has two components; the **Citizens Emergency Response Team (CERT)** and the **Medical Reserve Corps (MRC)**. The MRC is organized under the St. Clair County Emergency Management Agency (EMA). The St. Clair County MRC (SCCMRC) is not a government entity, although the MRC has the support of several governmental entities throughout the area and works actively with St. Clair County communities.

Administration for the program is provided by the appointed Director. When the MRC is mobilized (for an exercise or an actual event), command and control is provided by the St. Clair County EMA or local municipality designate, and other agencies, depending on the nature of the event.

When fully operational, the management structure of the MRC may include the following positions. Keep in mind that each scenario will dictate necessary positions:

- Director
- Commander (Supervisory Physician) – Team Leader.
- Deputy Commander – Team Leader.
- Supervisory Nurse – Team Leader.
- Supervisory Pharmacist – Team Leader.
- Public Health Advisor.

- Mental Health Advisor.
- Business Manager.
- Supply and Logistics Manager – Team Leader.
- Communications Coordinator - Team Leader.
- Volunteer Coordinator – Team Leader.
- Training Director.
- Chaplain Coordinator.
- Supportive Services Coordinator.

Team Leaders will have command authority in field mobilizations, and will supervise squads consisting of active and associate members.

Appointments to these positions are made by the MRC Board and approved by the Director, except for the Director’s position which is confirmed by a simple majority vote of the Board.

Activation & Demobilization

1. Activation Authority - As a local emergency medical resource, the Medical Reserve Corps may be activated by the St. Clair County Board Chairman, Director of the St. Clair County Emergency Management Agency (EMA), the Public Health Officer or their designated representatives.

2. Activation Procedure: The Medical Reserve Corps may be activated by contacting the Director or his/her designee.

- a. Local officials requesting the activation of the Medical Reserve Corps must provide the following information to the Director or his/her designee:
 - 1) The nature and scope of the emergency.
 - 2) The location of the emergency.
 - 3) The estimated number of patients and their injuries.
 - 4) The staging area(s) or location(s) to which the Medical Reserve Corps unit is being deployed.
 - 5) Specific medical skills and/or resources needed, i.e., physicians, nurses, etc.
 - 6) A contact phone number and/or radio frequency.
- b. The Medical Reserve Corps personnel will assemble at a pre-designated location and prepare for deployment to the emergency scene(s).

- 1) It may be necessary for elements of the Medical Reserve Corps or volunteers with specialized skills to deploy in support of emergency medical response efforts, rather than the entire unit.
 - 2) In emergency medical operations, Medical Reserve Corps personnel may be deployed to an emergency scene in the field, to a hospital or other healthcare facility, or to any other location where their services are needed or directed by the Incident Commander.
- c. Once on scene, Medical Reserve Corps volunteers will check in with the appropriate officials (Medical Reserve Corps coordinator, usually at a staging area); and sign/date a check in sheet. The MRC volunteer will then be integrated into the emergency medical response effort directed by the Incident Commander.
3. Demobilization: All demobilization operations will be coordinated through St. Clair County Emergency Management Agency.
- a. Medical Reserve Corps volunteers will support emergency medical, public health or hospital operations for the duration of an incident or for as long as their assistance is required. It is possible that some unit personnel and resources are demobilized before others as their assignments are completed.
 - b. The Unit Commander should confer with the Incident Commander (or similar official if operating within a hospital or public health agency setting) to determine whether additional Medical Reserve Corps assistance is required.
 - c. Unit personnel will demobilize along with resources, in accordance with the All-Hazards Plan and/or the Incident Commander's instructions.
 - d. When demobilizing, unit personnel should ensure all assigned activities are completed, account for unit equipment, and clean up any debris or trash associated with unit assignments. And finally, MRC volunteers must sign out with the MRC coordinator before exiting the event.

Membership Requirements Overview

Membership in the Medical Reserve Corps is open to anyone with a desire to serve their community and St. Clair County. Although the focus of the Medical Reserve Corps is on emergency medical operations and public health activities, healthcare experience is not an absolute prerequisite for service with the unit; and non-medical volunteers are also welcomed. Volunteers with no healthcare experience can assist with administrative and other essential support functions.

There are two categories of membership in the Medical Reserve Corps. These categories are (1) active, and (2) associate.

a. **Active members** are those volunteers who have:

- 1) Have completed entire incoming process (submitted MRC application, provided license/certification information (if applicable), background checked and clear, and signed 5 forms)
- 2) Completed all training requirements (HIPAA, IS 100c, IS 700b)
- 2) Attended a minimum of two of the following per year: training session, quarterly meeting, participated in an event/exercise, or responded to a call drill
- 4) For healthcare professionals, active membership also requires current medical licensure or certification in their profession. Please provide the MRC coordinator with an updated license/certification when the same is renewed (refer to next section, “**Credentialing**”)

b. **Associate members** are those individuals who have not satisfied the requirements for active membership. Associate members shall become active members once these requirements are met. Associate members may participate in all unit activities except actual emergency medical response operations (unless authorized).

c. **Sponsors** are individuals, organizations or businesses that have made financial or material contributions to the Medical Reserve Corps. Sponsors may attend all unit meetings and activities. However, sponsors may not participate in emergency medical response efforts.

Credentialing

MRC members who are working as medical care personnel are required to be currently licensed and/or certified and must work within the scope of their licensure.

1. **Physician:** Must possess a current license issued by the Illinois Department of Professional Regulation.
2. **Registered Nurse/Nurse Practitioner/Physician Assistant:** Must possess a current license issued by the Illinois Department of Professional Regulation.
3. **Licensed Practical Nurse:** Must possess a current Illinois license issued by the Illinois Department of Professional Regulation.
4. **Physical Therapist:** Must possess a current physical therapist certification.
5. **Paramedic:** Must possess a current Paramedic license and/or certification in St. Clair County.
6. **Emergency Medical Technician:** Must possess a current EMT-I certification in St. Clair County.

Assignments within the MRC will be made according to a member's current level of licensure/certification and experience. If members choose to become re-certified, they are required to provide proof of re-licensure/recertification when those credentials expire. The MRC will not pay for re-licensure or recertification fees. If members choose to not be re-certified, they must be aware that their assignments within the MRC will change.

MRC members who are not working in the medical field are required to provide references for the MRC's assistance during evaluation. Assignments will be based on range of experience, desired types of assignments, and actual open assignments in the event of deployment.

Other Requirements

MRC members must be at least eighteen years of age. United States citizenship is not required; however, proof of valid residence must be presented upon completion of the MRC Application (MRC volunteers must reside within St. Clair County's boundaries). So a MRC application and a background check must be completed. If background checks are being conducted through IL HELPS, the prospective volunteers must also register and maintain an IL HELPS account up to date.

Members are required to maintain a valid Illinois Driver's license (or have a valid photo I.D. from a different state if applicable), and remain free of felony and serious misdemeanor convictions.

Members are required to sign and return to the MRC coordinator the following: an "Emergency Service & Disaster Oath" (Appendix A), "Release of Confidential Information and Volunteer Oath" (Appendix B), "Volunteer Confidentiality Agreement" (Appendix C), "Media Release Form" (Appendix D), and the "Volunteers Legal Liability Protection Statement" (Appendix E). These documents are attached at the end of this document.

Volunteers must abide by them during their service in the MRC. Additionally, members must maintain any material, supplies, and equipment provided for use during MRC activities in an organized manner. For instance, MRC t-shirts or vests provided must be returned to MRC coordinator upon completion of an event, so these can be laundered and ready for use.

The MRC's Policies and Procedures are endorsed by the EMA and members are required to understand and adhere to the policies and procedures whenever they are mobilized for an exercise or an actual event. If you have any questions, please don't hesitate to contact the MRC coordinator.

The St. Clair County MRC does not discriminate with regard to race, gender, ethnicity, religion, or physical capability. MRC members may, however, be assigned responsibilities that are appropriate given their gender, ethnicity, or physical capabilities (for example, a male may be

assigned to care for male patients, and a Spanish-speaking member may be assigned to assist Spanish-speaking persons).

Members are required, within reason; to participate in at least two meetings, trainings, exercises, call drills, or actual mobilizations per year. Members who do not achieve the minimum requirement (given that there opportunities were given during the calendar year), may be moved from *active member* to *associate member* status; this change in status is at the discretion of the MRC coordinator or its superior.

Training

Throughout the year, MRC member trainings will be set up to meet the member requirements according to the training program. Members are required to complete trainings and provide copy of certificates, or provide proof of completion of comparable courses (e.g. web-based trainings, HIPAA training completed at place of employment), in order to remain active members. Members wishing to advance in their membership level or leadership responsibilities must attend advanced trainings.

Members are highly encouraged to create an Illinois MRC TRAIN account (<https://www.train.org/mrc/user/register>), a system used to complete web-based courses, free of cost to volunteers. The following are the required trainings for medical and non-medical MRC volunteers:

- HIPAA Awareness - Module 1 (1047429): <https://www.train.org/mrc/course/1047429/>
- IS-100.C: Introduction to the Incident Command System, ICS 100: <https://www.train.org/illinois/course/1078825/>
- IS-700.B: An Introduction to the National Incident Management System: <https://www.train.org/illinois/course/1078831/>

A variety of training programs will be offered for MRC volunteers. Possible sessions include, but are not limited to:

- In person introduction to MRC
 - Overview of Citizen Corps
 - MRC Competencies
 - Required training for Active versus Associate status
 - Liability Protection
 - Activation procedures
- First Aid with Cardiopulmonary Resuscitation (CPR) and use of Automatic External Defibrillators (AED)
- Psychological First Aid
- Advanced Cardiac Life Support (ACLS)

- Basic Trauma Life Support (BTS)
- Pediatric Advanced Life Support (PALS)
- Emergency Preparedness and Response
- National Incident Management System (NIMS)
- Incident Command System (ICS)
- Disaster Response Planning
- Strategic National Stockpile (SNS)
- Working with special needs populations
- Volunteer opportunities
- Infection control guidelines
- Risk Communication

Workers Compensation and Insurance

St. Clair County MRC members are considered employees per the St. Clair County Personnel Code, and are therefore covered by workers compensation when performing MRC activities. Under St. Clair County insurance policies, physicians, surgeons, chiropractors, pharmacists, psychiatrists and dentists are not covered by incidental malpractice coverage. It is strongly suggested that MRC members ensure they have adequate malpractice/health insurance coverage to protect themselves against financial loss should an accident or injury occur. For further guidance on liability and other legislation protecting volunteer under oath in Illinois, please refer to Appendix E at the end of this document.

Uniforms, Supplies and Equipment

The MRC will provide each member with appropriate identification materials, a vest or t-shirt when working in an active or inactive position in the community, and any other items approved to be used during an event. These materials must be returned to the MRC coordinator following the completion of an assignment/event.

Members are required to follow policies and procedures when caring for and wearing uniforms. All supplies available to ensure the MRC member is prepared to respond will be provided by the MRC at the time the MRC unit is officially activated for mobilized members. Supplies will be distributed by the Medical Reserve Corps (MRC) Volunteer Coordinator.

Members are prohibited from using MRC equipment and supplies for any purposes other than those directly associated with MRC activities or the provision of emergency care in cases where an MRC member finds himself or herself in a position to assist at the scene of an accident or illness. In each of these cases, the MRC will replace any disposable supplies utilized for the purposes described above.

Appendix A



ST. CLAIR COUNTY HEALTH DEPARTMENT &
ST. CLAIR COUNTY EMERGENCY MANAGEMENT AGENCY

EMERGENCY SERVICE & DISASTER OATH

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 ever been a member of any political party or organization that advocated the overthrowing 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 St. Clair County EMA, St. Clair County Health Department, St. Clair County Citizens Corps, St. Clair County Medical Reserve Corps. I will not advocate nor become a member of any political party or organization that advocated the overthrowing of the United States or this State by force or violence.

Signature

Date

Appendix B

ST. CLAIR COUNTY MEDICAL RESERVE CORPS RELEASE OF CONFIDENTIAL INFORMATION

This signed document authorizes St. Clair County to release any necessary contact information to members of the Medical Reserve Corps for the purpose of contacting other MRC volunteers in the event of any alert of the Medical Reserve Corps.

By signing this release you are acknowledging that your name, phone numbers, e-mail and fax numbers will be released and made public to other MRC volunteers.

You are also acknowledge and agree that as a member of the MRC, you will not use any contact information you receive about any other MRC volunteer for any purpose other than an official alert notification(s) to other MRC volunteers.

You are also granting permission for this information to be used by the MRC to contact you concerning issues of MRC training and other administrative subjects.

- I understand that I have the right to refuse to release this information. If I refuse to release this information, it will not be possible for this office to process my application with the Medical Reserve Corps.
- I understand that I may withdraw this consent upon written notice.
- I hold St. Clair County, including associated agencies, harmless of any liability, criminal, or civil, that may arise as a result of the release of this information about me. I also hold harmless any individual or organization that provides information to the above-named agency.
- I do hereby give St. Clair county permission to release my personal information as needed for training and/or deployment of the Medical Reserve Corps.

Signature of Volunteer

Date

Printed Name of Volunteer

Appendix C

VOLUNTEER CONFIDENTIALITY AGREEMENT

I understand that St. Clair County, including its employees/volunteer/assignees/affiliates, has a legal and ethical responsibility to maintain the privacy and confidentiality of individual information, protected health information, or information related to or held by St. Clair County, including obligations to protect and safeguard the confidentiality and privacy of such information.

By signing this document, I understand and agree that:

I shall maintain and safeguard the confidentiality of any personal access code(s), user identification(s), access key(s) and/or password(s) used to access computer systems or other equipment. Should I discover that the confidentiality of my access code(s), used identification(s), access key(s), and/or password(s) has been compromised, I will immediately notify the Medical Reserve Corps (MRC) Volunteer Coordinator.

I shall not post or record any pictures/documentation without the prior permission of the Medical Reserve Corps (MRC) Volunteer Coordinator.

I shall not speak to the media in the case of a community, emergency, or non-emergency event without prior permission from the Medical Reserve Corps (MRC) Volunteer Coordinator.

I shall not access or view any information other than what is required to do my job. If I have any question about whether access to certain information is required for me to do my job, I shall immediately consult the Medical Reserve Corps (MRC) Volunteer Coordinator.

I shall not use or disclose, orally, in writing, electronically or otherwise, any personal information including social security numbers, telephone numbers, street/e-mail addresses, etc. or information related to or held by St. Clair County.

I shall not leave any information held by St. Clair County unsecure. Any time a workstation is left unattended; all documents should be inaccessible by others, e.g. computer systems logged off.

I shall not discuss or reveal any personal information or information related to or held by St. Clair County in an area where unauthorized individuals may hear or see such information, even if specifics, such as an individual's name are not used.

I understand that possible areas to keep in mind include, but are not limited to hallways, elevators, cafeteria, public transportation, restaurants, and social events.

I shall not make inquiries about any information for any person or party, including, but not limited to, any family member, a friend, a third party, an employee or associate of St. Clair County, who does not have proper authorization to access such information.

I shall immediately return all property, including, but not limited to, keys, documents, and ID badges to St. Clair County upon termination (with or without cause) of my volunteer assignment/affiliation with St. Clair County.

Any individual information or information and records related to or held by St. Clair County that I access or view at St. Clair County does not belong to me. Any violation by me of this Agreement may result in disciplinary action, up to and including termination of any volunteer assignment/affiliation with St. Clair County and/or suspension, restriction or loss of privileges, in accordance with St. Clair County' policies, as well as potential, personal, civil and criminal legal liabilities.

By my signature below, I acknowledge that I have read and understand this Agreement in its entirety and I agree to comply with all of the above stated terms as a condition of my volunteer status.

Signature of Volunteer

Date

Printed Name of Volunteer

Appendix D
MEDIA RELEASE
FORM

Participants: _____
(Please Print or Type the Names of ALL Participants)

PLEASE CHECK ALL THAT APPLY

I hereby consent to the participation in interviews, the use of quotes, and the taking of photographs, movies or videotapes of myself named above by St. Clair County Health Department. I also grant the right to edit, use and reuse said products for non-profit purposes including use in print, on the Internet, and all other forms of media. I also hereby release St. Clair County Health Department and its agents and employees from all claims, demands, and liabilities whatsoever in connection with the above.

I hereby consent to the participation in interviews, the use of quotes, and the taking of photographs, movies or videotapes of my child/children named above by St. Clair County Health Department. I also grant the right to edit, use and reuse said products for non-profit purposes including use in print, on the Internet, and all other forms of media. I also hereby release St. Clair County Health Department and its agents and employees from all claims, demands, and liabilities whatsoever in connection with the above

I fully understand the conditions of which the media will be used and I agree to these conditions. I furthermore understand that my refusal to sign will not result in the demise of any service available to me through the health department. **Please include a description of the subject and event on the back of this form.**

Signature of Parent /Guardian (if Participant is under 18) Date (mm/dd/yy)

Signature of Participant (if 18 or over) Date (mm/dd/yy)

Witness

Appendix E

VOLUNTEERS LEGAL LIABILITY PROTECTION STATEMENT

Under the Volunteer Protection Act of 1997, people who volunteer for non-profit organizations or governmental entities cannot be held liable for any harm (except for a harm caused by operation of a motor vehicle or harm caused by criminal conduct or gross or reckless misconduct) that they may cause while engaged in volunteer activity. This organization (or entity) qualifies under federal law, so if you volunteer, you can do so secure in the knowledge that by volunteering you are not exposing yourself to additional legal liability.

ST. CLAIR COUNTY MEDICAL RESERVE CORPS (MRC) VOLUNTEER RISK FORM

St. Clair County Medical Reserve Corps (MRC) intends to mitigate and prevent risks to volunteers. Attempts will be made to reduce risks to volunteers through training, education and use of universal precautions. In addition, volunteers will be matched accordingly to positions for which they have the skills and qualifications to fulfill safely.

Be aware, however, that some unanticipated risk possibilities may be present both during a public health emergency and during non-emergency work with direct patient contact. Medical Reserve Corps (MRC) volunteers agree to assume their own risk as a volunteer. Any incidents, accidents or injuries should be reported to the St. Clair county Medical Reserve Corps (MRC) Volunteer Coordinator immediately.

I have read the St. Clair County Medical Reserve Corps (MRC) policy on Volunteer Risk. I understand its contents and have had the opportunity to ask questions regarding my risk as a volunteer. I agree to assume my own risk as a volunteer and will report any incidents, accidents, or injuries immediately to the Medical Reserve Corps (MRC) Volunteer Coordinator.

LIABILITY PROTECTION

The Medical Reserve Corps volunteers are protected from liability in varying degrees by state and federal laws. The state and federal laws described below may not be the only laws addressing liability protection for volunteers; there may be other state and federal laws not listed in this plan.

A. Federal law

1. The federal Volunteer Protection Act (codified at 42 U.S.C. §14501 et. Seq.) provides qualified immunity for liability for volunteers and, subject to exceptions, preempts

inconsistent state laws on the subject, except for those that provide protections stronger than those contained in the Volunteer Protection Act.

2. Under the Volunteer Protection Act, a volunteer from nonprofit organization or governmental unit is immune from liability for harm that happened because of an act or omission from the volunteer on behalf of the non-profit organization or unit if:

- a. “The Volunteer was acting within the scope of the volunteer’s responsibilities in the non-profit organization or governmental entity at the time of the act or omission.”
- b. “If appropriate or required, the volunteer was properly licensed, certified or authorized by the appropriate authorities for the activities or practice in the State in which the harm occurred, where the activities were or practice was undertaken within the scope of the volunteer’s responsibilities in the non-profit organization or governmental entity giving rise to the claim.”
- c. “The harm was not caused by willful or criminal misconduct, gross negligence, reckless misconduct, or a conscious, flagrant indifference to the rights or safety of the individual harmed by the volunteer.”
- d. “The harm was not caused by the volunteer operating a motor vehicle, vessel, aircraft, or other vehicle for which the State requires the operator or the owner of the vehicle, craft, vessel to possess a license or maintain insurance.”

B. Illinois Law

The Local Governmental and Governmental Employees Tort Immunity Act (745/ILCS/10) provides qualified immunity for volunteers for an injury resulting from the policy decision to perform or not to perform any act to promote the public health of the community by preventing disease or controlling the communication of disease.

C. COVID-19 Related Federal Law

Coronavirus Aid, Relief, and Economic Security Act (CARES Act)

Section 3215. Limitation on Liability for Volunteer Health Care Professionals During COVID-19 Emergency Response.

(a) Limitation On Liability.—Except as provided in subsection (b), a health care professional shall not be liable under Federal or State law for any harm caused by an act or omission of the professional in the provision of health care services during the public health emergency with respect to COVID–19 declared by the Secretary of Health and Human Services (referred to in this section as the “Secretary”) under section 319 of the Public Health Service Act (42 U.S.C. 247d) on January 31, 2020, if—

(1) the professional is providing health care services in response to such public health emergency, as a volunteer; and

- (2) the act or omission occurs—
 - (A) in the course of providing health care services;
 - (B) in the health care professional’s capacity as a volunteer;
 - (C) in the course of providing health care services that—
 - (i) are within the scope of the license, registration, or certification of the volunteer, as defined by the State of licensure, registration, or certification; and
 - (ii) do not exceed the scope of license, registration, or certification of a substantially similar health professional in the State in which such act or omission occurs; and
 - (D) in a good faith belief that the individual being treated is in need of health care services.
- (b) EXCEPTIONS.—Subsection (a) does not apply if—
 - (1) the harm was caused by an act or omission constituting willful or criminal misconduct, gross negligence, reckless misconduct, or a conscious flagrant indifference to the rights or safety of the individual harmed by the health care professional; or
 - (2) the health care professional rendered the health care services under the influence (as determined pursuant to applicable State law) of alcohol or an intoxicating drug.
- (c) PREEMPTION.—
 - (1) IN GENERAL.—This section preempts the laws of a State or any political subdivision of a State to the extent that such laws are inconsistent with this section, unless such laws provide greater protection from liability.
 - (2) VOLUNTEER PROTECTION ACT.—Protections afforded by this section are in addition to those provided by the Volunteer Protection Act of 1997 (Public Law 105–19).
- (d) DEFINITIONS.—In this section—
 - (1) the term “harm” includes physical, nonphysical, economic, and noneconomic losses;
 - (2) the term “health care professional” means an individual who is licensed, registered, or certified under Federal or State law to provide health care services;
 - (3) the term “health care services” means any services provided by a health care professional, or by any individual working under the supervision of a health care professional that relate to—
 - (A) the diagnosis, prevention, or treatment of COVID–19; or
 - (B) the assessment or care of the health of a human being related to an actual or suspected case of COVID–19; and
 - (4) the term “volunteer” means a health care professional who, with respect to the health care services rendered, does not receive compensation or any other thing of value in lieu of compensation, which compensation—
 - (A) includes a payment under any insurance policy or health plan, or under any Federal or State health benefits program; and
 - (B) excludes—
 - (i) receipt of items to be used exclusively for rendering health care services in the health care professional’s capacity as a volunteer described in subsection (a)(1); and

(ii) any reimbursement for travel to the site where the volunteer services are rendered and any payments in cash or kind to cover room and board, if services are being rendered more than 75 miles from the volunteer’s principal place of residence.

(e) EFFECTIVE DATE.—This section shall take effect upon the date of enactment of this Act, and applies to a claim for harm only if the act or omission that caused such harm occurred on or after the date of enactment.

(f) SUNSET.—This section shall be in effect only for the length of the public health emergency declared by the Secretary of Health and Human Services (referred to in this section as the “Secretary”) under section 319 of the Public Health Service Act (42 U.S.C. 247d) on January 31, 2020 with respect to COVID–19.

Signature of Volunteer

Date

Printed Name of Volunteer