



GEORGIA VOLUNTEER HEALTH CARE PROGRAM ELIGIBILITY SPECIALIST VOLUNTEER AGREEMENT

The Georgia Department of Public Health (“DPH”) and _____ (“Volunteer”) agree as follows:

I. RELATIONSHIP OF PARTIES

This Agreement is intended to allow volunteers to assist the Department of Public Health in providing health care services to needy individuals. The Volunteers shall provide clerical, computer, or administrative services to those individuals whom DPH has deemed eligible to receive said services (“Patients.”) The services may be provided in Public Health clinics or other facilities approved by DPH.

A Volunteer shall offer such Services as an agent of DPH and shall be considered a state officer or employee for the purposes of O.C.G.A. § 50-21-20 et seq., provided that Volunteer acts within the Scope of Service set forth in this Agreement. For all other purposes, DPH shall not be considered an employer of the Volunteer. Georgia laws, rules, and regulations directly or indirectly relating to state employment, worker’s compensation, unemployment, collective bargaining, hours of work, rates of compensation, leave time, or employee benefits shall not apply to the Volunteer.

II. RESPONSIBILITIES OF VOLUNTEER

Volunteers agree to:

- A. Determine Patients’ eligibility for Public Health clinic services, and obtain the signed acknowledgement required by O.C.G.A. Section 31-8-194.
- B. Provide clerical, computer, or administrative services as directed by DPH;
- C. Follow the DPH Code of Ethics and Conflict of Interest Policy;
- D. Successfully complete any training required by DPH;
- E. Comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and sign the DPH HIPAA agreement if requested.
 - 1 All information that should come to the attention and knowledge of a Volunteer is to be considered privileged and confidential and may not be disclosed to anyone other than authorized personnel.
 - 2 HIPAA includes requirements to protect patient privacy, protect security and data integrity of electronic medical records, prescribe methods and formats for exchange of electronic medical information, and uniformly identify providers. The Volunteer agrees to follow the requirements of HIPAA and all applicable state and federal confidentiality laws.
- F. Immediately inform the DPH contact listed in Section VI, in writing, of any actual or threatened legal action, whether the action is formal, informal, administrative, mediation, arbitration, or civil litigation, brought against the Volunteer for work related to this Agreement.
- G. Notify DPH immediately in writing of any complaints made by Patients.

- H. Be subject to supervision and regular inspection by DPH as it pertains to Patients, and provide access to records maintained on Patients.

III. DPH RESPONSIBILITIES

- A. Provide training materials on the responsibilities and requirements of this position.
- B. Within the applicable notice period, notify the U.S. Department of Health and Human Services (“HHS”) and any other state or federal agency, as required, regarding any Adverse Incidents that arise from the performance of services by the Volunteer.
- C. Ensure that Volunteers understand their duties and responsibilities and are aware of and follow all applicable health and safety rules, regulations, and procedures.

IV. TERM

This Agreement shall become effective on the date of last signature below and shall continue indefinitely unless terminated as set forth in Section V.

V. TERMINATION OF AGREEMENT

Either Party may terminate this Agreement by providing thirty days’ written notice to the individual listed in Section VI of this Agreement. Notwithstanding the foregoing, the Volunteer must comply with and abide by any applicable state or federal laws requiring continuation of care. DPH reserves the right to immediately terminate this Agreement where the volunteer commits any act which threatens the health, safety or welfare of another.

VI. NOTICE

All notices under this Agreement shall be sent to these addresses:

For DPH:

For Volunteer:

VII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or contracts. No amendment of this Agreement shall be binding upon either Party unless confirmed in writing by both parties.

Electronic Signature of Volunteer

Printed Name of Volunteer

Date

**Electronic Signature
of DPH Representative**

**Printed Name of DPH
Representative**

Date