



**GEORGIA VOLUNTEER HEALTH CARE PROGRAM
VOLUNTEER PROVIDER AGREEMENT**



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

I. RELATIONSHIP OF PARTIES

This Agreement is intended to allow volunteer health care providers to assist the Department of Public Health in providing health care services to needy individuals. The Volunteers shall provide health care 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. Have and maintain in good standing their applicable Georgia license or certification during the performance of services under this Agreement.
- B. Render services allowable under the HealthCare Provider’s professional health or dental license and not render Experimental/Clinically unproven procedures.
- C. Refrain from providing Services for a non-emergency Patient if the Patient’s required health care is not within the area of expertise of the Volunteer and cannot be reasonably met by the Volunteer.
- D. Report all Adverse Incidents that occur while providing Health Care Services under this Agreement to the DPH, Director of the Facilities and Support Services Section within twenty-four hours of such occurrence.
 - 1. “Adverse Incident” means an incident of medical negligence, intentional or unintentional misconduct, and any other act, neglect, or default of the Volunteer that caused or could have caused injury to or death of a patient including, but not limited to, those incidents that are required by state or federal law to be reported to any governmental agency or body, and occurrences that are reported to or reviewed by any health care facility peer review, risk management, quality assurance, credentials, or other similar committee.
 - 2. The Adverse Incidents set forth above are not intended to be an exhaustive list. DPH shall report Adverse Incidents to the appropriate department, agency, or board for

further action. DPH may conduct its own investigation and immediately terminate this Agreement if DPH deems such action to be appropriate.

- E. Ensure that the transfer of any Patient to another health care provider does not violate the anti-dumping provisions of the Emergency Medical Treatment and Active Labor Act, 42 U.S.C.S. 1395dd.
- F. Notify the DPH contact listed in Section VI of:
 - 1. Change in address, telephone number, facsimile number, or e-mail;
 - 2. Change in the validity or status of the Volunteer's license or certification, such as but not limited to, a change from active to provisional, limited, restricted, or probation; or
 - 3. Placement of the Volunteer on the Federal Exclusions List pursuant to 42 USCS § 1320a-7, or any disbarment, suspension, or probation by any state or federal agency that would prohibit the Volunteer from providing the Services.
- G. Successfully complete any training required by DPH; and
- H. Comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and sign the DPH HIPAA agreement.
 - 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.
- I. 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.
- J. Notify DPH immediately in writing of any complaints made by Patients.
- K. 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. Determine Patients' eligibility for Public Health clinic services, and obtain the signed acknowledgement required by O.C.G.A. Section 31-8-194.
- 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

Title

Organization

License #/FEI #

Electronic Signature of DPH Representative

Printed Name of DPH Representative

Date

DPH Form VS16003A (for DPH use with volunteers who are "health care providers")