GEORGIA VOLUNTEER HEALTH CARE PROGRAM

VOLUNTEER HEALTH CARE PROVIDER AGREEMENT

The Georgia Department of Public Health ("DPH") and _____ ("Volunteer") hereby agree as follows:
(name of individual, private practice, and/or clinic partner)

I. RELATIONSHIP OF PARTIES

This Agreement is intended to allow volunteer health care providers to assist DPH in providing health care and administrative services ("Services") to underserved individuals. Volunteer understands the execution of this Agreement serves as permission to provide Services which Volunteer desires to perform for charitable and humanitarian reasons.

Volunteer shall offer Services as an agent of DPH and shall be considered a state officer or employee for the purposes of the Georgia Tort Claims Act, O.C.G.A. § 50-21-20, *et seq*., provided that Volunteer acts within the Scope of Service and Responsibilities set forth in this Agreement. For all other purposes, DPH shall not be considered an employer of 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 Volunteer. Volunteer shall be solely responsible for any loss or liability resulting from Volunteer's acts outside the scope of this Agreement. Volunteer does hereby release and forever discharge and hold harmless the State of Georgia and DPH from any liability or claim that Volunteer may have with respect to bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's participation in this Agreement.

Volunteer acknowledges that in entering into this Agreement, DPH has relied upon the information provided in Volunteer's Georgia Volunteer Health Care Program Volunteer Health Care Provider Application ("Application"). Volunteer warrants that all information contained in Volunteer's Application is truthful and accurate.

II. VOLUNTEER SCOPE OF SERVICE AND RESPONSIBILITIES

Volunteer shall:

A. Have and maintain in good standing applicable Georgia professional license during the performance of Services under this Agreement.

B. Provide Services to those individuals whom DPH has deemed eligible to receive said Services ("Patients"). Patient eligibility must be determined by an Eligibility Specialist approved and trained by the DPH Regional Volunteer Coordinator, as provided in Section III(A) of this Agreement. Services must be provided in facilities approved by DPH.

1. Volunteer shall provide Services and accept all Patients on a walk-in and referral basis, unless Volunteer chooses to limit the number of Patients to no more than _____Patients per month.

2. Volunteer shall not provide Services to Patient unless Patient has received and signed the notice required by O.C.G.A. § 31-8-194. In cases of emergency care,

the Patient's legal representative shall be required to receive and sign the notice, or if such individual is unavailable, Patient shall receive and sign the notice within 48 hours after Patient has the mental capacity to consent to treatment.

C. Render only Services as authorized by law and in accordance with Volunteer's professional license. Experimental or clinically unproven procedures shall not be performed.

D. Refrain from providing Services for a non-emergency Patient if Patient's health care need is not within the area of expertise of Volunteer and cannot be reasonably met by Volunteer.

E. Report all Adverse Incidents that occur while providing Services under this Agreement to the DPH contact listed in Section VI within twenty-four hours of such occurrence.

1. "Adverse Incident" means an incident, whether intentional or unintentional 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, in its sole discretion.

3. DPH and Volunteer acknowledge that the reporting of an Adverse Incident is not intended as, and shall not be interpreted as, an admission of fault or responsibility on the part of Volunteer.

F. Ensure that transfer of any Patient to another health care provider does not violate anti-dumping provisions of the Emergency Medical Treatment and Active Labor Act, 42 U.S.C. § 1395dd.

G. Notify DPH contact listed in Section VI of:

1. Any change in Volunteer's address, telephone number, facsimile number, or e-mail;

2. Any change in the validity or status of Volunteer's professional license, including, but not limited to, a change from active to inactive, revoked, suspended, provisional, limited, restricted, or probationary; or

3. Placement of Volunteer on the Federal Exclusions List pursuant to 42 U.S.C. § 1320a-7, or any other debarment or sanction by any state or federal agency that would prohibit Volunteer from providing the Services.

H. Treat Patients without discrimination on the basis of race, color, sex, genetics, gender identification, pregnancy, national origin, sexual orientation, age, disability, religious or political opinions or affiliation;

I. Successfully complete any and all training required by DPH; and

J. Comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), their implementing regulations, 45 C.F.R. Parts 160 and 164, and all other applicable federal and state confidentiality laws. HIPAA and HITECH include provisions for the following: protecting patient privacy; protecting security and data integrity of electronic medical records; prescribing methods and formats for exchange or electronic medical information; and uniformly identifying providers. All personal health information that comes to the attention and knowledge of Volunteer shall be considered privileged and confidential and shall not be disclosed to anyone other than authorized personnel.

K. Immediately, and in no case more than twenty-four hours after receipt, provide written notice to the DPH contact listed in Section IV of any actual or threatened legal action against Volunteer for work related to this Agreement, whether the action is formal, informal, administrative, mediation, arbitration, civil or criminal litigation.

L. Immediately, and in no case more than twenty-four hours after receipt, provide written notice to the DPH contact listed in Section VI of any complaints made by Patients.

M. Be subject to regular inspection and supervision, including quality review, by DPH regarding Services provided under this Agreement. Volunteer shall provide access to all records maintained on Patients. Patient records shall be retained as provided in O.C.G.A. § 31-33-2.

N. Refrain from subcontracting for the provisions of Services under this Agreement.

III. DPH RESPONSIBILITIES

A. DPH, through its Regional Volunteer Coordinators, is responsible for screening, approving, and training designated Eligibility Specialists to work with Volunteer. Eligibility Specialists will determine Patients' eligibility for Services and obtain the signed Patient acknowledgement required by O.C.G.A. § 31-8-194.

B. Within the applicable notice period, DPH will notify the U.S. Department of Health and Human Services and any other state or federal agency, as required, of any Adverse Incidents that arise from the performance of Services by Volunteer.

C. DPH will make reasonable efforts to ensure that Volunteer understands Volunteer's duties and responsibilities under this Agreement and is aware of and follows all applicable health and safety rules, regulations, and procedures.

D. In accordance with DPH Policies HR-03623 and HR-03704, DPH does not discriminate on the basis of race, color, sex, genetics, gender identification, pregnancy, national origin, sexual orientation, age, disability, religious or political opinions or affiliation.

IV. TERM

This Agreement shall become effective on the date of the 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, 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 in the event 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 the following contacts:

For DPH:	For Volunteer:
Carla Catalon-Scott	
Georgia Volunteer Health Care Program	
200 Piedmont Ave., East Tower, Suite 486 K	
Atlanta, GA 30334	

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.

Signature of Volunteer **Date**

Printed Name of Volunteer **License #/FEI #**

Georgia Association of Physicians of Indian Heritage Clinic (GAPI)
Name of Private Practice/Clinic Partner

Signature of DPH Representative **Date**

Carla Catalon-Scott
Printed Name of DPH Representative