

**GEORGIA DEPARTMENT OF PUBLIC HEALTH
VOLUNTEER AGREEMENT**

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

I. RELATIONSHIP OF PARTIES

The purpose of this Agreement is to allow Volunteers 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.

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. For the purposes of this Agreement, DPH shall not be considered an employer of the Volunteer.

II. RESPONSIBILITIES OF VOLUNTEER

A. Volunteers who are licensed health care professionals must:

1. Have and maintain in good standing the applicable Georgia health or dental professional license during the performance of services under this Agreement.
2. Furnish health care services to Patients deemed eligible by DPH, on a walk-in or referral basis; provided, however, that Volunteer may limit the number of Patients to be accepted by separate agreement with DCH.
3. Refrain from providing Services for a non-emergency Patient upon a reasonable determination that the Patient’s required health care is not within the area of expertise of the Volunteer and cannot be reasonably met by the Volunteer.
4. Report all Adverse Incidents that occur while providing Health Care Services under this Agreement to the Director of the Office of Facilities and Support Services within twenty-four hours of such occurrence.
 - a. “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.

6. 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:

Human Resources Director

Gwinnett Newton Rockdale Health Depts.
2570 Riverside Parkway
P.O. Box 897

Lawrenceville, GA 30048

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

Department of Public Health

Print Name of Volunteer

Print Name of DCH Representative