



EMERGENCY VOLUNTEER AGREEMENT

This agreement sets forth the terms of service by which _____ ("Volunteer") will provide assistance in support of emergency management activities undertaken by the State or its political subdivisions, either directly to the Georgia Department of Public Health ("DPH"), or to a County Board of Health, Health District, or a private organization ("Organization") that supports emergency management activities under the direction and control of the State or its political subdivisions.

I. RELATIONSHIP OF PARTIES This Agreement is intended to allow volunteer health care providers and lay volunteers to assist in emergency management activities undertaken by the State or its political subdivisions. Volunteer understands that he or she may be called upon to participate in emergency activities, including preparedness exercises and public health emergencies, and will be shielded from liability under the provisions of O.C.G.A. § 38-3-35(b), except in cases of willful misconduct, gross negligence, or bad faith. Volunteer also understands that neither the State nor its political subdivisions shall be liable for personal injury or property damage sustained by 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. VOLUNTEER STATUS Volunteer agrees to serve in the capacity as (*check one*):

☐ Lay Volunteer (no medical background)

☐ Volunteer Health Care Provider. Indicate type of applicable health care license or certificate:

III. RESPONSIBILITIES OF VOLUNTEER Volunteer agrees to:

1. Have and maintain in good standing, if applicable, their Georgia license or certification during the performance of services under this Agreement.
2. Furnish the following limited services in the event of an emergency or during an emergency management activity at the direction of DPH or Organization:

☐ Lay Volunteer Scope of Duties:

☐ Volunteer Health Care Provider Scope of Duties:

3. If Volunteer is a Volunteer Health Care Provider, Volunteer agrees to only provide Services within the Volunteer's expertise or scope of practice.
4. Report all Adverse Incidents that occur while providing services under this Agreement to the DPH or Organization contact listed in Section VI as soon as possible. An "adverse incident" is 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 or person receiving assistance 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.

5. 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.
6. Notify the DPH or Organization contact listed in Section VI of:
 - a. Change in address, telephone number, facsimile number, or e-mail; and
 - b. 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.
7. Successfully complete any training required by DPH or Organization.
8. All health 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. If Volunteer expects to have access to individual patients' protected health information in the course of their duties, then Volunteer must comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and sign the DPH HIPAA agreement if requested.
9. Immediately inform the DPH or Organization contact listed in Section VI, in writing, of any complaints made by patients or individuals, and 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.
10. Be subject to supervision and regular inspection by DPH or Organization as it pertains to patients and individuals receiving assistance, and provide access to records maintained on patients.

IV. DPH / ORGANIZATION RESPONSIBILITIES

1. Notify Volunteer in the event of an emergency and provide guidelines, policies, and procedures applicable to the services which Volunteer will be tasked to perform.
2. Ensure that Volunteers understand their duties and responsibilities and are aware of and follow all applicable health and safety rules, regulations, and procedures.

V. TERM This Agreement shall become effective on the date of last signature below and shall continue indefinitely unless terminated. Either Party may terminate this Agreement by providing thirty days' written notice to the individual listed in Section VI of this Agreement. DPH or Organization 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 Volunteer:

For DPH or Organization:

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 or
Organization**

Print Name of Volunteer

Print Name of DPH or Organization Representative