



# GEORGIA VOLUNTEER HEALTH CARE PROGRAM ELIGIBILITY SPECIALIST VOLUNTEER AGREEMENT



**THIS AGREEMENT** is made and entered into by and between the Georgia Department of Community Health (hereinafter referred to as “DCH” or the “Department”) and \_\_\_\_\_ (hereinafter referred to as the “Volunteer”). This Agreement is entered into to set forth the requirements for participation in the Georgia Volunteer Health Program (“GVHCP”) as a Volunteer Eligibility and Referral Specialist. The Department and the Volunteer agree as follows:

**I. Training**

The Department agrees to provide training on the responsibilities and requirements of this position to include, but not limited to, the completion of required DCH forms. The Volunteer agrees to complete refresher trainings, as required. The Department agrees to provide training materials to assist the volunteer Eligibility and Referral Specialist, as needed.

**II. Duties**

The Volunteer agrees to perform the following duties:

- A. Screen patients;
- B. Ensure financial eligibility for the Department of Community Health (DCH);
- C. Explain sovereign immunity;
- D. Ensure referrals are completed properly with appropriate signatures and dates;
- E. Complete, maintain and file Patient Eligibility and Referral Form in the Patient’s medical record;
- F. Provide HIPAA-related forms to Patients;
- G. Protect Patients’ confidentiality and right to privacy; and
- H. Participate in Quality Assurance Reviews and trainings conducted by DCH, as required.

**III. Documentation of Hours**

The Volunteer agrees to document all hours contributed to the GVHCP as instructed by the Department.

**IV. Confidentiality of Information**

State and federal law requires that all information related to Patients is strictly confidential. All Patient health information that should come to the attention and knowledge of a Volunteer Eligibility and Referral Specialist is private and confidential and may not be disclosed to anyone other than authorized personnel. Failure to keep Patient information confidential may result in a fine and criminal prosecution.

The Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) is a federal law that requires us to protect the privacy and security of Patients’ medical information and to follow certain rules for using electronic or computer-based Patient health information. The Volunteer acknowledges that the requirements in HIPAA must be followed by anyone who has access to Patient’s health information and agrees that he or she will follow these requirements of HIPAA and all applicable state and federal confidentiality laws.

**V. Relationship of Parties**

Volunteer Eligibility and Referral Specialists are considered state officers or employees for the purposes of Article 2 of Chapter 21 of Title 50 of Georgia Code Annotated as long as they act within the scope of services defined in this Agreement. More specifically, governmental immunity shall only extend to the volunteer in the provision of clerical, computer, or administrative support to health care providers and/or clinics that have active contracts with DCH. Notwithstanding the foregoing, applicable 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 do not apply to the Volunteer. Neither the Health Care Provider nor DCH shall be considered an employer of the Volunteer.

\_\_\_\_\_  
Signature of Volunteer

\_\_\_\_\_  
Print/Type Name of Volunteer

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
James T. Peoples, Interim Director

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date