



## VOLUNTEER HEALTH CARE PROVIDER PROGRAM

### AGREEMENT BETWEEN THE HEALTH CARE PROVIDER AND THE DEPARTMENT OF HEALTH

THIS CONTRACT is entered into between the State of Florida, Department of Health, hereinafter referred to as the "department", and \_\_\_\_\_, hereinafter referred to as the "health care provider", for the purpose of improving access to health care for indigent residents by providing governmental protection to health care providers who offer free, quality health care services to underserved populations of the state. This contract is to ensure that health care professionals who provide such services as agents of the state are provided sovereign immunity while acting within the scope of duties pursuant to this contract and the requirements of the applicable health care practitioner laws and administrative rules.

#### I. THE HEALTH CARE PROVIDER AGREES:

- A. It is a health care provider or provider which includes a birth center licensed under chapter 383; an ambulatory surgical center licensed under chapter 395; a hospital licensed under chapter 395; a physician or physician assistant licensed under chapter 458; an osteopathic physician or osteopathic physician assistant licensed under chapter 459; a chiropractic physician licensed under chapter 460; a podiatric physician licensed under chapter 461; a registered nurse, nurse midwife, licensed practical nurse, or advanced registered nurse practitioner licensed or registered under part I of chapter 464 or a facility which employs nurses licensed or registered under part I of chapter 464 to supply all or part of the care delivered under section 766.1115; a midwife licensed under chapter 467; a health maintenance organization certificated under part I of chapter 641; a health care professional association and its employees or a corporate medical group and its employees; any other medical facility the primary purpose of which is to deliver human medical diagnostic services or which delivers non-surgical human medical treatment, and which includes an office maintained by a provider; a dentist or dental hygienist licensed under chapter 466; any other health care professional, practitioner, provider or facility under contract with a governmental contractor, including a student enrolled in an accredited program that prepares the student for licensure as any one of the professionals listed in this paragraph; a free clinic that delivers only medical diagnostic services or non-surgical medical treatment free of charge to all low-income recipients; or any nonprofit corporation qualified as exempt from federal income taxation under s. 501(a) of the Internal Revenue Code, and described in s. 501(c) of the Internal Revenue Code, which delivers health care services provided by licensed professionals listed above, any federally funded community health center, and any volunteer corporation or volunteer health care provider that delivers health care services.
- B. To furnish, without cost, health care services as described in this paragraph to low-income persons as defined in section 766.1115, Florida Statutes, and referred to the health care provider by the department or the department's agent. The health care services to be provided are:  
To provide health care services to eligible Volunteer Health Care Provider Program clients referred by the department in any medical setting.
- C. To permit the department, its agents and employees, access to the patient records of the low-income persons treated by the health care provider delivering services pursuant to this contract.
- D. To report any adverse incidents, as defined in section 395.0197(5), Florida Statutes, and information on treatment outcomes to the department if such incidents and information pertain to a patient treated pursuant to the contract. Adverse incidents and treatment outcomes must be reported in writing, by certified United States mail, return receipt requested, to the Lee County Health Department, Ft. Myers, Florida within 15 calendar days of occurrence. The health care provider shall comply with all applicable reporting requirements as required by chapter 395, Florida Statutes, and his or her licensure law.

- E. To accept all patients referred by the department. The department or its specifically designated agent will make patient selection and initial referral exclusively. All referred patients will present the health care provider with a completed Patient Referral Form, DH 1032. A provider may reject a non-emergency patient upon a clear showing the patient's required care is not within the area of expertise of the provider and the patient's health care cannot reasonably be met by the provider. The provider agrees not to reject a patient on the basis of race, creed, national origin, age, gender, or religion.
- F. To obtain approval from the department prior to delivering any patient care, including any follow-up or hospital care. Such approval shall be evidenced by a completed Patient Referral Form, DH 1032. If emergency care is required, the patient need not be referred before receiving treatment, but must be referred within 48 hours after treatment is commenced or within 48 hours after the patient has the mental capacity to consent to treatment, whichever occurs later.
- G. To be subject to supervision, regular inspection and monitoring by the department.
- H. If the health care provider is a federally funded community health center, to post notice in a place conspicuous to all persons that the federally funded community health center is an agent of the department and that the exclusive remedy for injury or damage suffered as a result of any act or omission of the health care provider or any employee or agent thereof acting within the scope of duties pursuant to the contract is by commencement of an action pursuant to the provisions of section 768.28, Florida Statutes.
- I. If the health care provider is acting as the department's specifically designated agent as authorized by chapter 110, Florida Statutes, for determination of patient eligibility and referral as authorized by section 766.1115(10), Florida Statutes, and 64F-11.003(4), Florida Administrative Code, it shall:
  - 1. Accept all patients referred by the department.
  - 2. Not engage in activities, which would, if conducted under any federal health care program, constitute prohibited acts as outlined in 42 USCS § 1320a-7b.
  - 3. Comply with department administrative code rules and instructions from department employees regarding determination and approval of patient eligibility and referral.
  - 4. Require all employees and volunteers of the health care provider who will determine patient eligibility and referral to successfully complete training conducted by the department.
  - 5. Maintain all records required in the administration of the patient eligibility and referral.
  - 6. Allow the department access to records and employees and volunteers during business hours for purposes of review and oversight of the health care provider's acts in determining patient eligibility and referral.

## II. THE DEPARTMENT AGREES:

- A. To provide written notice to each patient, or the patient's legal representative, that the health care provider is an agent of the department and that the exclusive remedy for injury or damage suffered as a result of any act or omission of the health care provider or of any employee or agent thereof acting within the scope of duties pursuant to the contract is by commencement of an action pursuant to the provisions of section 768.28, Florida Statutes.
- B. To submit any adverse incident reports to the Agency for Health Care Administration if an adverse incident involves a facility licensed by the Agency for Health Care Administration.
- C. To not transfer any patients to the health care provider based on a violation of the antidumping provisions of the Omnibus Budget Reconciliation Act of 1989, the Omnibus Reconciliation Act of 1990, or chapter 395, Florida Statutes.

III. THE HEALTH CARE PROVIDER AND THE DEPARTMENT MUTUALLY AGREE:

- A. That the right of dismissal or termination of the health care provider delivering services pursuant to this contract is retained by the department. This contract is terminable at will by either party upon thirty days written notice.
- B. That all patient health care records, adverse incident reports, and information on treatment outcomes which identify specific patients which are obtained by the department pursuant to this contract are confidential and exempt from the provisions of section 119.07(1), Florida Statutes.
- C. That the total number of patients that may be referred under this contract shall not exceed \_\_\_\_\_.
- D. That this contract becomes effective on the latest date below and shall remain in effect until terminated in writing by either party.
- E. Health care services by the provider may be rendered in any public or private office, clinic, hospital, and other facilities located within the State of Florida. The health care provider's status as an agent of the state with sovereign immunity protection is not dependent on the physical location of the provision of health care services.

IN WITNESS THEREOF, the parties hereto have caused this three page contract to be executed by their undersigned officials as duly authorized.

HEALTH CARE PROVIDER

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNED BY: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

NAME: \_\_\_\_\_



NAME: Judith Hartner, M. D., M.P.H.

TITLE: \_\_\_\_\_

TITLE: Director

ORGANIZATION: \_\_\_\_\_



OFFICE/UNIT: Lee County Health Department

DATE: \_\_\_\_\_

ME License or FEI#: \_\_\_\_\_