



**VOLUNTEER HEALTH CARE PROVIDER AGREEMENT
BETWEEN
SC DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
and**

Volunteer Name

(Volunteer), through and by its undersigned authorized representatives, agrees to provide volunteer services for the SC Department of Health and Environmental Control (DHEC) as described below, and DHEC appoints the undersigned as a volunteer under the Government Volunteers Act, S.C. Code Sections 8-25-10 to -50.

I. SCOPE OF SERVICES:

A. VOLUNTEER shall provide employees and facilities for volunteer health care services at a Point of Dispensing (POD) to assist DHEC in the implementation of its Cities Readiness Initiative (CRI) plan and/or Region Strategic National Stockpile (SNS) plan during a state of emergency or a public health emergency declared by the Governor, to include the following activities:

- Provide DHEC a 24 hour point of contact before and during the event;
- Provide DHEC with approximate total number of employees, on-site vendors, contract and temporary personnel and their families at locations you intend to dispense or administer medications;
- Provide a reasonably secure limited access storage area for the medication with an ambient room temperature of 68 to 77 degrees F and possibly refrigeration for vaccines;
- Upon notification by DHEC that the CRI and/or Region SNS plan has been activated, notify the DHEC Region contact of the employee's name that is being sent to pick up the medication and send an employee with pictured company ID Badge to pick up medications from DHEC distribution center;
- Make reasonable efforts to dispense or administer DHEC provided medications to arriving employees, on-site vendors, contract and temporary personnel and their families within 48 hours.
- Make reasonable efforts to provide staffing, facilities, and sustained operations to dispense DHEC provided medications to all arriving employees, on-site vendors, contract and temporary personnel and their families, even if operations extend beyond 48 hours;
- Provide a Registered Nurse (RN), Nurse Practitioner, Licensed Practical Nurse (LPN), Paramedic, Pharmacist, or Medical Physician at the dispensing site to screen and dispense or administer medications to your employees, temporary and contract employees and their family members;
- Refer to a physician those who present possible complications through the screening interview and on the DHEC 1288;
- Use DHEC documentation forms and return completed forms to DHEC; and
- Return unused medication to DHEC following the event; and
- Participate in emergency response training and exercises on an annual basis as reasonably required by DHEC.

B. DHEC agrees to do the following:

- Provide notification to Volunteer when the CRI and/or Region SNS plan has been activated;
- Provide supplied medications in quantities to allow dispensing or administering to arriving employees, on-site vendors, contract and temporary personnel and their families within 48 hours;
- Supply relevant DHEC documentation forms, including, but not limited to the Clinical Evaluation Form for Dispensing Mass Post-exposure Prophylaxis Therapy (DHEC 1288) and the Physician Referral Form (DHEC 1298);
- Supply information sheets on threat and medication;
- Provide relevant, applicable DHEC standing medical orders such as those for assessment, indications for post exposure prophylaxis, contraindications, patient counseling and education, and precautions;
- Provide a question and answer sheet and telephone number for those with questions about the program and medications;
- Provide upon request, information about DHEC's volunteer health professional programs for VOLUNTEER employees who want to volunteer to distribute, dispense, or administer supplied medications;

- Provide job action sheets for required positions within the PODs;
- Provide a suggested layout of a POD and positions; and
- Not order or otherwise require any VOLUNTEER Health Care Provider to perform any other health care professional duties or obligations if the Governor declares a state of emergency or a public health emergency and the CRI and/or SNS Region plan is activated. A "VOLUNTEER Health Care provider," for purposes of this Agreement, is defined as a Health Care Provider, as otherwise defined in S.C. Code Ann. § 44-4-100 et seq., that (i) is an employee, director, officer, agent, representative, or contractor of VOLUNTEER and (ii) has volunteered to assist VOLUNTEER and DHEC with implementation of this Agreement.

II. TIME OF PERFORMANCE:

This agreement shall be effective upon the signature of authorized representatives from both parties and will remain in force for five (5) years. The parties recognize that many of the requirements within the Scope of Services must take place prior to activation of the CRI and/or Region SNS plan, and both parties agree to facilitate completion of those pre-activation activities to the extent practicable. The liability insurance coverage contemplated by and provided to VOLUNTEER under this agreement will begin upon the activation of the CRI and/or Region SNS plan, will cover the volunteer's efforts to dispense or administer the supplied medications to arriving employees, on-site vendors, contract and temporary personnel and their families, and will end when the VOLUNTEER POD has been demobilized. This agreement shall also be effective during DHEC sponsored CRI and/or Region emergency response training and exercise sessions.

III. TERMS AND CONDITIONS:

- A. Either party may terminate this agreement by giving written notice, or at such time that the public health emergency no longer exists and health care is not needed for these purposes.
- B. All services shall be rendered within the scope and limitations of applicable DHEC regulations.
- C. The volunteer agrees to abide by DHEC's policy of confidentiality and shall read and sign the DHEC Confidentiality Agreement (DHEC 0321) before they become involved in the administration of any program and/or service with DHEC.
- D. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to any activities carried out under this agreement on the grounds of handicap disability, age, health status, race, color, sex, religion or national origin.
- E. The volunteer certifies that he/she will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this agreement
- F. DHEC shall provide liability coverage to VOLUNTEER and their employees, on-site vendors, contract or temporary personnel while they are exclusively acting on behalf of DHEC and within their scope as a volunteer with DHEC. This coverage is provided in accordance with DHEC's automobile liability policy, tort liability policy, and professional liability policy, and in accordance with and the Government Volunteers Act, S.C. Code Section 8-25-10, *et seq.* Acts of gross negligence or willful misconduct are specifically excluded from liability coverage. DHEC does not provide individual medical malpractice coverage or other insurance coverage to any physician or other volunteer for services outside the scope of his/her volunteer activity. DHEC also agrees that the intent of this Agreement is to assign whatever status to VOLUNTEER and its employee, on-site vendors, contract or temporary personnel that are performing services DHEC as is necessary to have the total liability of those persons for acts made on behalf of DHEC and within their scope as a volunteer with DHEC limited as it would be for DHEC under SC Tort Claims Act.
- G. Volunteers are not employees of DHEC and are therefore not covered by Workmen's Compensation Insurance.
- H. Volunteers must follow DHEC policies and procedures and medical standing orders issued during the public health emergency. Failure to follow DHEC policies and procedures and medical standing orders issued during the public health emergency could result in termination of the service agreement. Notwithstanding anything to the contrary above, DHEC agrees that it will not require Volunteer and Volunteer shall not otherwise be required to

engage in any treatment, diagnosis, or other such activities as might constitute the practice of medicine outside the "Scope of Services" stated in Section I. A above.

I. PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE.

SCDHEC has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or Volunteer shall direct, participate in, approve, or tolerate any violation of federal or state laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act includes "whistleblower" remedies for employees who are retaliated against in their employment for reporting violations of the Act. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and state laws prohibiting false claims and SCDHEC's policies and procedures regarding false claims may be obtained from the agency's Contract Officer or Bureau of Business Management.

Any employee, agent, or Volunteer of SCDHEC who submits a false claim in violation of federal or state laws will be reported to appropriate authorities.

If the Volunteer, Volunteer's agents or employees have reason to suspect FWA in agency programs, this information should be reported in confidence to the agency. A report may be made by writing to the Office of Internal Audits, SCDHEC, 2600 Bull Street, Columbia, South Carolina 29201; or by calling the Agency Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. The Volunteer is required to inform Volunteer's employees of the existence of DHEC's policy prohibiting FWA and the procedures for reporting FWA to the agency.

AS TO DHEC

AS TO VOLUNTEER

BY: _____
(NAME AND TITLE)

BY: _____
(NAME AND TITLE)

FEDERAL EMPLOYER
IDENTIFICATION NUMBER:

STATE EMPLOYER
IDENTIFICATION NUMBER:

LOCATION: _____

MAILING ADDRESS:

DATE: _____

DATE: _____