



Volunteer Health Care Provider Program (VHCPP) Protected Clinic Application

WHEN COMPLETED EMAIL (PREFERRED) OR PRINT AND MAIL TO:

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SEE 641 IOWA ADMINISTRATIVE CODE (IAC) 88.1 – 88.15 AND IOWA CODE SECTION 135.24 FOR MORE INFORMATION

“Protected Clinic” means a field dental clinic, free clinic or specialty health care provider office providing free care to the uninsured and underinsured. Each Protected Clinic has a signed protection agreement, which provides for defense and indemnification of the Protected Clinic. The protection agreement shall allow the Protected Clinic to deliver health care services to uninsured and underinsured person as an agent of the state. (641 IAC 88.2)

“Protection Agreement” means a signed contract providing for defense and indemnification between an individual volunteer health care provider or Protected Clinic and the volunteer health care provider program (VHCPP). This agreement shall allow the individual health care provider or Protected Clinic to deliver health care services to uninsured and underinsured persons as an agent of the state. The agreement covers “health care services” that are volunteer, uncompensated services. For those services to qualify as volunteer, uncompensated services under this chapter, the individual volunteer health care provider, health care provider, and Protected Clinic must receive no compensation for any services provided under the agreement and must not bill or accept compensation from the person, or any public or private third-party payor, for the specific services provided by the individual volunteer health care provider covered by the agreement. (641 IAC 88.2)

SECTION I: GENERAL CONTACT INFORMATION – PLEASE PRINT CLEARLY

Clinic Name: _____
Address: _____
City: _____ Zip: _____
Phone: _____
Contact Name: _____ Email: _____
Contact Name: _____ Email: _____

Is this a Specialty Health Care Provider Office? Yes No

“Specialty Health Care Provider Office” means the private office or clinic of an individual specialty health care provider or a group of specialty health care providers but does not include a field dental clinic, a free clinic or a hospital. (641 IAC 88.2)

Is the site Permanent, Temporary, or Both? Permanent Temporary Both

“**Permanent Site**” means a site at which free health care services will be provided on a continual basis.

“**Temporary Site**” means a site at which free health care services will be provided for a short period of time not to exceed three days. This includes but is not limited to temporary health fairs, flu shot clinics and temporary sites that provide back to school physicals. (641 IAC 88.2)

Please note that liability coverage will be for one hour prior to the provision of covered services through one hour after the provision of covered services.

SECTION 2: DEFENSE AND INDEMNIFICATION

Are you applying for defense and indemnification of your clinic?

“**Defend**” for purposes of this agreement means the Protected Clinic shall be provided with legal representation by the Office of the Iowa Attorney General at no cost

“**Indemnify**” for purposes of this agreement means the state of Iowa shall pay all sums the Protected Clinic is legally obligated to pay as damages because of any claim made against it which arises out of the provision of free health care services rendered or which should have been rendered by the Protected Clinic.

YES NO If NO, this is the wrong VHCPP application/agreement. Please complete the VHCPP Sponsor Entity application/agreement.

If YES, this is a Protected Clinic and the items outlined in Section 3 are required as applicable.

SECTION 3 REQUIRED SUBMITTALS

1. Attach/provide the following:

- a. Copy of licensure, as applicable.
- b. If you are a charitable organization, proof of Section 501(c)(3) status under the Internal Revenue Code.
- c. Proof of general liability insurance.
- d. If applicable, a list of the clinic board of directors and their contact information.
- e. Note on the table in Section 4 the health care services to be provided to those persons who are uninsured or underinsured for the public health purposes of improving health, prevention of illness/injury and disease management and the category of patient groups to be served.

2. History/Claims:

a. Have any claims or suits been brought against the clinic and/or any of the clinic employees?
 YES NO

If “YES,” please give details on a separate sheet and attach it to this application.

b. Are you aware of any circumstances which may result in a malpractice claim or suit being made or brought against the clinic or any of the clinic employees?

YES NO

If “YES,” please give details on a separate sheet and attach it to this application

SECTION 4: PROFESSIONS, PATIENT GROUPS, AND HEALTH CARE SERVICES

Identify the professions, patient groups and health care services to be provided.

Child	Adolescent	Adult	Senior	Services
Advanced Registered Nurse Practitioner (ARNP) IOWA CODE CHAPTER 152				
NA	NA			Annual adult examinations
		NA	NA	Well child examinations
				Diagnosis & treatment of acute & chronic conditions
				Health education
				Health maintenance
				Immunizations
				Minor surgical procedures
				Anesthesia services for major surgical procedures
Audiologist IOWA CODE CHAPTER 154F				
				Testing, measurement and evaluation related to hearing and hearing disorders and associated communication disorders for the purpose of non-medically identifying, preventing, modifying or remediating such disorders and conditions including the determination and use of appropriate amplification
				Patient instruction/counseling
				Patient habilitation/rehabilitation
				Referrals
Chiropractor (DC) IOWA CODE CHAPTER 151				
NA	NA			Examinations
NA	NA			Diagnosis & treatment
NA	NA			Health education
NA	NA			Health maintenance
Dental Assistant (RDA) IOWA CODE CHAPTER 153				
				Intraoral services
				Extraoral services
				Infection control
				Radiography
				Removal of plaque or stain by toothbrush, floss, or rubber cup coronal polish
Dental Hygienist (RDH) IOWA CODE CHAPTER 153				
				Assessments and screenings
				Health education
				Health maintenance
				Preventative services (cleaning, x-rays, sealants, fluoride treatments, fluoride varnish)
Dentist (DDS) IOWA CODE CHAPTER 153				
				Dental examinations
				Diagnosis & treatment of acute & chronic conditions
				Health education
				Health maintenance
				Minor surgical procedures
Emergency Medical Care Provider IOWA CODE CHAPTER 147A				
				Airway/ventilation/oxygenation
				Assisted medications - patient's
				Cardiovascular/circulation
				Immobilization
				IV initiation/maintenance/fluids
				Medication administration - routes

Child	Adolescent	Adult	Senior	Services
Licensed Practical Nurse (LPN) IOWA CODE CHAPTER 152 OR 152E				
				Provision of supportive or restorative care
Marital and Family Therapist IOWA CODE CHAPTER 154D				
				Marital and family therapy
				Application of counseling techniques in the assessment and resolution of emotional conditions
Mental Health Counselor IOWA CODE CHAPTER 154D				
				Mental health counseling
				Counseling services involving assessment, referral and consultation
Occupational Therapist (OT) IOWA CODE CHAPTER 148A				
				Evaluation and treatment of problems interfering with functional performance in persons impaired by physical illness or injury, emotional disorder, congenital or developmental disability, or the aging process
Optometrist (OD) IOWA CODE CHAPTER 154				
				Examinations
				Diagnosis & treatment of the human eye and adnexa
				Health education
				Health maintenance
Pharmacist (RPh/Pharm D) IOWA CODE CHAPTER 155A				
				Drug dispensing
				Patient counseling
				Health screenings and education
				Immunizations
Physical Therapist (PT) IOWA CODE CHAPTER 148A				
NA	NA			Interpretation of performance tests, and measurements
		NA	NA	Evaluation and treatment of human capabilities and impairments
				Use of physical agents, therapeutic exercises, and rehabilitative procedures to prevent, correct, minimize, or alleviate a physical impairment
				Establishment and modification of physical therapy program
				Treatment planning
				Patient instruction/education
Physician Assistant (PA) IOWA CODE CHAPTER 148C				
NA	NA			Annual adult examinations
		NA	NA	Well child examinations
				Diagnosis & treatment of acute & chronic conditions
				Health education
				Health maintenance
				Immunizations
				Minor surgical procedures

***PHYSICIAN ASSISTANTS REQUIRES SUPERVISING PHYSICIAN**

Child	Adolescent	Adult	Senior	Services
Physician (MD/DO) IOWA CODE CHAPTER 148				
NA	NA			Annual adult examinations
		NA	NA	Well child examinations
				Diagnosis & treatment of acute & chronic conditions
				Health education
				Health maintenance
				Immunizations
				Minor surgical procedures
				Major surgical procedures
Podiatrist (DPM) IOWA CODE CHAPTER 149				
				Examinations
				Diagnosis & treatment
				Health education
				Health maintenance
				Minor surgical procedures
Psychologist (PsyD/PhD) IOWA CODE CHAPTER 154B				
				Counseling and the use of psychological remedial measures for persons with adjustment or emotional problems
Registered Nurse (RN) IOWA CODE CHAPTER 152 OR 152E				
NA	NA			Annual adult examinations
		NA	NA	Well child examinations
				Treatment of acute & chronic conditions
				Health education
				Health maintenance
				Immunizations
Respiratory Therapist (RT) IOWA CODE CHAPTER 152B				
				Screening spirometry
				Pulmonary function testing
				Administration of pharmacologic agents relating to respiratory care procedures
				Administration of medical gases not including general anesthesia
				Administration of humidity and aerosol therapy
				Administration of lung expansion therapies
				Administration of bronchial hygiene therapy
				Maintenance of airway patency
				Diagnosis and treatment of sleep disorders
				Patient and caregiver education
				Assessment and evaluation of plan of care
				Non-invasive ventilation

Child	Adolescent	Adult	Senior	Services
Social Worker-Bachelor (BSW) IOWA CODE CHAPTER 154C				
				Psychosocial assessment and intervention through direct contact with clients
				Referral to other qualified resources for assistance
				Performance of social histories
				Problem identification
				Establishment of goals and monitoring of progress
				Interviewing techniques
				Counseling
				Social work administration
				Supervision
				Evaluation
				Interdisciplinary consultation and collaboration
Social Worker-Independent (LISW) IOWA CODE CHAPTER 154C				
				Psychosocial assessment, diagnosis & treatment
				Performance of psychosocial histories
				Problem identification
				Evaluation of symptoms and behavior
				Assessment of psychosocial and behavioral strengths and weaknesses and effects of the environment on behavior
				Psychosocial therapy
				Differential treatment planning
				Interdisciplinary consultation
Social Worker-Master (MSW) IOWA CODE CHAPTER 154C				
				Psychosocial assessment, diagnosis & treatment
				Performance of psychosocial histories
				Problem identification
				Evaluation of symptoms and behavior
				Assessment of psychosocial and behavioral strengths and weaknesses and effects of the environment on behavior
				Psychosocial therapy
				Differential treatment planning
				Interdisciplinary consultation
Speech Pathologist IOWA CODE CHAPTER 154F				
				Testing, measurement and evaluation related to the development and disorders of speech, fluency, voice or language for the purpose of non-medically preventing, ameliorating, modifying or remediating such disorders and conditions
				Patient instruction/counseling
				Patient habilitation/rehabilitation
				Referrals

SECTION 5: PROTECTION AGREEMENT

This protection agreement is entered into by _____, (hereinafter Protected Clinic) and the Iowa Department of Health and Human Services

Public Health

Iowa HHS (hereinafter Department).

1. The Volunteer Health Care Provider Program (hereinafter VHCPP) has been established pursuant to Iowa Code section 135.24 and 641 Iowa Administrative Code (IAC) Chapter 88 to provide legal defense and indemnification to eligible Protected Clinics and VHCPP approved Individual Health Care Providers that provide free health care services.
2. The purpose of this protection agreement is to identify the terms and conditions under which the Protected Clinic is approved to participate in the VHCPP.
3. The state shall defend and indemnify an Individual Health Care Provider or a Protected Clinic for a claim arising from the VHCPP only to the extent provided in Iowa Code chapter 669 and Iowa Code section 135.24. Persons or entities other than the participating individual volunteer health care provider or Protected Clinic are not considered state employees or state agencies under Iowa Chapter 669. Defense and indemnification of the individual volunteer health care provider or a Protected Clinic under Iowa Code chapter 669 and Iowa Code section 135.24 shall only occur if all of the requirements in 641 IAC 88.6 are met.
4. The individual volunteer health care provider or health care provider within a Protected Clinic shall perform only those health care services identified and approved by the VHCPP. (641 IAC 88.5)
5. The Protected Clinic shall maintain proper records of health services for a period of seven (7) years from the date of service, or in the case of a minor, for a period of one (1) year after the minor has reached the age of majority (18). (641 IAC 88.5)

SECTION 6: ELIGIBILITY CONDITIONS

To be eligible for protection as a state agency under Iowa Code chapter 669 for a claim arising from the provision of covered health care services at a protected clinic, the protected clinic shall satisfy each of the following conditions at the time of the act or omission allegedly resulting in injury:

1. The protected clinic shall comply with 641 IAC subrules 88.4(1) through 88.4(5).
2. The protected clinic shall, upon request from the department, provide to the department a list of all health care providers who provided health care services at the protected clinic at the time of a claim made against the individual health care provider or protected clinic which arises out of the provision of free health care service rendered or which should have been rendered by the individual volunteer health care provider or protected clinic.
3. The protected clinic shall only be covered under the VHCPP for the provision of covered health care services by a health care provider providing health care services at the protected clinic who either:
 - (a) Holds a current individual volunteer health care provider protection agreement with the VHCPP, or
 - (b) Holds current professional liability insurance coverage and an active unrestricted license, registration, or certification to practice in Iowa as noted in the definition of "health care provider" in 641 IAC 88.2
4. A protected clinic may allow health care profession students to volunteer at the protected clinic provided that the following conditions are satisfied:
 - (a) The college, university, or other health care profession educational institution provides professional liability insurance which covers the students; and
 - (b) The protected clinic or the health care profession institution provides general liability and professional liability

insurance which covers the students; and

(c) The students provide only those services or activities as are authorized by the education agreement, and such services and activities are provided under the on-site supervision of a health care provider.

Certification statement. The Protected Clinic and its staff, employees and volunteers agree to:

(1) Provide services for the public health purpose of improved overall health, prevention of illness/injury, and disease management for those who are uninsured and underinsured.

- (2) Cooperate fully with the state in the defense of any claim or suit relating to participation in the VHCPP, including attending hearings, depositions and trials and assisting in securing and giving evidence, responding to discovery and obtaining the attendance of witnesses.
- (3) Accept responsibility for the Protected Clinic's expenses and costs incurred in the defense of any claim or suit related to participation in the VHCPP, including travel, meals, compensation for time and lost practice, and copying costs, and agree the state will not compensate the Protected Clinic for expenses or time needed for the defense of the claim or suit.

Compliance. The Protected Clinic fully complies with the certification statement, application/protection agreement, and the VHCPP's administrative rules contained at 641 Iowa Administrative Code Chapter 88.

Claim. The claim for which the Protected Clinic seeks defense and indemnification involves medical injury proximately caused by the services identified in section four of this Protected Clinic application/protection agreement and then only to the extent the health care services were provided under direct supervision of an Individual Volunteer Health Care Provider, including claims based on negligent delegation of health care of the Individual Volunteer Health Care Provider is named as a defendant solely because of the Individual Volunteer Health Care Provider's participation in the Protected Clinic site and:

- (1) such services were performed at the site identified in section one of this application/protection agreement;
- (2) covered health care services are identified on the approved Protected Clinic protection agreement and the Individual Volunteer Health Care Provider's protection agreement with the VHCPP and meets the requirements of 641 IAC 88;
- (3) the Protected Clinic received no direct monetary compensation of any kind or promise to pay compensation for the health care services which resulted in injury;
- (4) the health care services were provided to a patient who was part of the patient group identified in section four (4) of this Protected Clinic application/protection agreement.

SECTION 7: NOTIFICATION REQUIREMENTS AND PARTICIPANT DUTIES

1. Upon obtaining knowledge or becoming aware of any injury allegedly arising out of the negligent rendering or the negligent failure to render, covered health care services un the VHCPP, the participating Protected Clinic shall provide to the VHCPP, as soon as practicable, written notice containing, to the extent obtainable, the circumstances of the alleged injury, the name and addresses of the injured, and any other relevant information.
2. Upon obtaining knowledge or becoming aware of an injury as defined in subrule 641 IAC 88.8(1), the participating Protected Clinic shall promptly take all reasonable steps to prevent further or other injury from arising out of the same or similar incidents, situations or conditions.
3. The participating Protected Clinic shall immediately notify the Iowa Department of Justice, Special Litigation Division, Hoover State Office Building, 1305 E. Walnut Street, Des Moines, Iowa 50319, 515-281-5164 (general number) of service or receipt of an original notice, petition, suit or claim seeking damages from the individual health care provider or Protected Clinic related to participation in the VHCPP.

SECTION 8: REPORTING REQUIREMENTS

1. Within 60 days following each calendar quarter, the participating Protected Clinic shall provide a report the VHCPP on forms provided by the Department. The report shall be broken down by individual sites if multiple sites are covered on an agreement.
 - a. At a minimum, this report shall include the number of patients receiving free health care services and patient demographics by age, ethnicity and insurance status.

SECTION 9: PATIENT RECORDS

1. The Protected Clinic shall maintain the confidentiality of all records related to this protection agreement in accordance with state and federal laws and regulations.
2. The Protected Clinic shall protect from unauthorized disclosure all confidential records and data, including but not limited to the names and other identifying information of persons receiving health care services pursuant to this protection agreement.
3. The Protected Clinic shall not use such identifying information for any purpose other than carrying out the VHCPP health care services under this protection agreement.
4. The Protected Clinic agrees to provide to the Department or the Office of the Attorney General, upon request, all records related to this protection agreement including but not limited to client records.
5. The Protected Clinic shall maintain proper medical records for all patients served through the VHCPP for seven (7) years following the date of service, or, in the case of a minor, for a period of one year after the minor has reached the age of majority (18).

SECTION 10: TERM OF AGREEMENT

1. The Protected Clinic protection agreement with the VHCPP shall expire five (5) years from the date of execution. The date of the Department signature will be used to determine the date of execution.
2. The Protected Clinic may apply for renewal by filing an application at least 30 days prior to the expiration of the current protection agreement.
3. It is anticipated that temporary sites may change over the five year period. An updated list of temporary site locations or service provision changes shall be provided to the Department for review and acceptance at least one (1) week prior to the service provision at the temporary site. **PLEASE NOTE:** Location changes to permanent sites shall require a protection agreement amendment.

SECTION 11: REPRESENTATIONS

1. The Protected Clinic through which the Individual Volunteer Health Care Provider provides free health care services shall retain responsibility for determining that health care personnel are competent and capable of adequately performing the health care services to be provided.
2. The Protected Clinic shall make no representations concerning eligibility for the VHCPP or eligibility of services for indemnification by the state except as authorized by the Department.

SECTION 12: TERMINATION OF AGREEMENT

1. By the Department. The Department may deny, suspend, revoke or condition the future eligibility for cause, including by not limited to:
 - a. Failure to comply with the protection agreement.
 - b. Violation of state law governing the respective scope of practice or other law governing the health care services provided under the VHCPP.
 - c. Making false, misleading or fraudulent statements in connection with the VHCPP, including determination of eligibility or handling of a claim against the Protected Clinic, individual volunteer health care provider or the state.
 - d. Evidence of substance abuse or intoxication affecting the provision of health care services under the VHCPP.
 - e. Reasonable grounds to believe that an individual health care provider at a Protected Clinic may have provided incompetent or inadequate care to a patient under or through the VHCPP or is likely to do so.
 - f. Reasonable grounds to believe participation in the program may expose the state to undue risk.
 - g. Failure to immediately notify the VHCPP of any disciplinary action brought against an individual volunteer health care provider by the licensing, registering or certifying board.

2. By the Protected Clinic. This agreement may be terminated at any time by providing 30 days written advance notice to the Department.

SECTION I 3: AMENDMENTS

This protection agreement may be amended in writing by mutual consent of the parties. All amendment to this protection agreement must be in writing and fully executed by the parties.

SECTION I 4: ASSIGNMENT

This protection agreement may not be assigned, transferred, conveyed or delegated in whole or in part.

SECTION I 5: SIGNATURE OF AGREEMENT

No protection for volunteer health care services is provided prior to the signing of the protection agreement by the Department. Once fully executed, this document serves as the protection agreement between the Protected Clinic and the Department. A fully signed copy will be sent via email or, upon request, by regular mail to the Protected Clinic.

Signature of Manager

Date

Signature of Medical Director

Date

Ken Sharp, MPA, Division Director
Iowa Department of Health and Human Services

Date