PROTECTED CLINIC APPLICATION/AGREEMENT

When completed print and mail to:
Volunteer Health Care Provider Program
Iowa Department of Public Health
Lucas State Office Building, 4th floor
321 East 12th Street
Des Moines, IA 50319 Fax (515) 242-6384

For questions, contact:
Doreen Chamberlin
(515) 321-7487
Doreen.chamberlin@idph.iowa.gov

SECTION 1. PROTECTED CLINIC INFORMATION

Clinic Name:

Clinic Address:

Clinic Phone: Clinic Fax:

City: State: Zip Code:

Is this a Specialty Health Care Provider Office? ☐ YES ☐ NO

Clinic Manager/Contact Name: Email:

Clinic Manager/Contact Name: Email:

Clinic Manager/Contact Name: Email:

Clinic Hours: Identify the days of the week and enter the hours for each day the clinic will be open.

Day of Week:	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Hours of Operation:							

SECTION 2. DEFENSE AND INDEMNIFICATION

Are you applying for defense and indemnification of your clinic?

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

If applying for defense and indemnification, the following is required as part of the application:

Proof of Licensure for the PROTECTED CLINIC to the extent required by law.

IF the clinic is a charitable organization within the meaning of section 501(c)(3) of the Internal Revenue Code. Include proof of 501(c)(3) status. The 501(c)(3) status is required for defense and indemnification coverage.

Attach a list of the clinic board of director's names and contact information if applicable.

Attach the current certification of general liability insurance.

SECTION 3. HISTORY/CLAIMS

Have any claims or suits been brought against the clinic, you and/or any of the clinic employees? If "Yes", please give details on separate sheet.	YES ☐	NO ☐
Are you aware of any circumstances which may result in a malpractice claim or suit being made or brought against the clinic, you or any of the clinic employees? If "Yes", please give details on separate sheet.	YES ☐	NO ☐

List general liability insurance carried for each of the past three years.

Insurance carrier	Policy Number	Limits of Liability	Deductible (if any)	Premium	Inception Mo/Day/Yr	Expiration Mo/Day/Yr	Was this a claim made policy form?	Retro Date

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

Identify the professions, patient groups, and health care services to be provided by each profession for the Volunteer Health Care Provider Protected Clinic.

Advanced Registered Nurse Practitioner (ARNP) IOWA CODE CHAPTER 152				
Child	**Adolescent**	**Adult**	**Senior**	**Services**
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				
Child	**Adolescent**	**Adult**	**Senior**	**Services**
				Testing, measurement and evaluation related to hearing and hearing disorders and associated communication disorders for the purpose of nonmedically 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				
Child	**Adolescent**	**Adult**	**Senior**	**Services**
NA	NA			Examinations
NA	NA			Diagnosis & treatment
NA	NA			Health education
NA	NA			Health maintenance

Dental Assistant (RDA) IOWA CODE CHAPTER 153				
Child	**Adolescent**	**Adult**	**Senior**	**Services**
				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				
Child	**Adolescent**	**Adult**	**Senior**	**Services**
				Assessments and screenings
				Health education
				Health maintenance
				Preventative services (cleaning, x-rays, sealants, fluoride treatments, fluoride varnish)

Dentist (DDS) IOWA CODE CHAPTER 153				
Child	**Adolescent**	**Adult**	**Senior**	**Services**
				Dental examinations
				Diagnosis & treatment of acute & chronic conditions
				Health education
				Health maintenance
				Minor surgical procedures

(continued) SECTION 4. PROFESSIONS, PATIENT GROUPS, AND HEALTH CARE SERVICES				
Emergency Medical Care Provider IOWA CODE CHAPTER 147A				
Child	**Adolescent**	**Adult**	**Senior**	**Services**
				Airway/ventilation/oxygenation
				Assisted medications - patient's
				Cardiovascular/circulation
				Immobilization
				IV initiation/maintenance/fluids
				Medication administration - routes
Licensed Practical Nurse (LPN) IOWA CODE CHAPTER 152 OR 152E				
Child	**Adolescent**	**Adult**	**Senior**	**Services**
				Provision of supportive or restorative care
Marital and Family Therapist IOWA CODE CHAPTER 154D				
Child	**Adolescent**	**Adult**	**Senior**	**Services**
				Marital and family therapy
				Application of counseling techniques in the assessment and resolution of emotional conditions
Mental Health Counselor IOWA CODE CHAPTER 154D				
Child	**Adolescent**	**Adult**	**Senior**	**Services**
				Mental health counseling
				Provision of counseling services involving assessment, referral and consultation
Occupational Therapist (OT) IOWA CODE CHAPTER 148A				
Child	**Adolescent**	**Adult**	**Senior**	**Services**
				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				
Child	**Adolescent**	**Adult**	**Senior**	**Services**
				Examinations
				Diagnosis & treatment of conditions of the human eye and adnexa
				Health education
				Health maintenance
Pharmacist (RPh) IOWA CODE CHAPTER 155A				
Child	**Adolescent**	**Adult**	**Senior**	**Services**
				Drug dispensing
				Patient counseling
				Health screenings and education
				Immunizations
Physical Therapist (PT) IOWA CODE CHAPTER 148A				
Child	**Adolescent**	**Adult**	**Senior**	**Services**
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

(continued) SECTION 4. PROFESSIONS, PATIENT GROUPS, AND HEALTH CARE SERVICES				
Physician (MD/DO) IOWA CODE CHAPTER 148, 150, AND/OR 150A				
Child	**Adolescent**	**Adult**	**Senior**	**Services**
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
*Physician Assistant (PA) IOWA CODE CHAPTER 148C **Requires supervising physician**				
Child	**Adolescent**	**Adult**	**Senior**	**Services**
NA	**NA**			Annual adult examinations
		NA	**NA**	Well child examinations
				Diagnosis & treatment of acute & chronic conditions
				Health education
				Health maintenance
				Immunizations
				Minor surgical procedures
Podiatrist (DPM) IOWA CODE CHAPTER 149				
Child	**Adolescent**	**Adult**	**Senior**	**Services**
				Examinations
				Diagnosis & treatment
				Health education
				Health maintenance
				Minor surgical procedures
Psychologist (PsyD/PhD) IOWA CODE CHAPTER 154B				
Child	**Adolescent**	**Adult**	**Senior**	**Services**
				Counseling and the use of psychological remedial measures with persons with adjustment or emotional problems
Registered Nurse (RN) IOWA CODE CHAPTER 152 OR 152E				
Child	**Adolescent**	**Adult**	**Senior**	**Services**
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				
Child	**Adolescent**	**Adult**	**Senior**	**Services**
				Screening spirometry
				Pulmonary function testing
				Administration of pharmacologic agents relating to respiratory care procedures
				Adiminstration of medical gases not including general anesthesia
				Adminstration 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

(continued) SECTION 4. PROFESSIONS, PATIENT GROUPS, AND HEALTH CARE SERVICES				
Social Worker-Bachelor (BSW) IOWA CODE CHAPTER 154C				
Child	**Adolescent**	**Adult**	**Senior**	**Services**
				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
				Research of service delivery including development and implementation of organizational policies and procedures in program management
Social Worker-Independent (LISW) IOWA CODE CHAPTER 154C				
Child	**Adolescent**	**Adult**	**Senior**	**Services**
				Psychosocial assessment, diagnosis & treatment
				Performance of psychosocial histories
				Problem identification
				Evaluation of symptoms and behavior
				Assessment of psychosocial and behavioral strengths and weaknesses, effects of the environment on behavior
				Psychosocial therapy
				Differential treatment planning
				Interdisciplinary consultation
Social Worker-Master (MSW) IOWA CODE CHAPTER 154C				
Child	**Adolescent**	**Adult**	**Senior**	**Services**
				Psychosocial assessment, diagnosis & treatment
				Performance of psychosocial histories
				Problem identification
				Evaluation of symptoms and behavior
				Assessment of psychosocial and behavioral strengths and weaknesses, effects of the environment on behavior
				Psychosocial therapy
				Differential treatment planning
				Interdisciplinary consultation
Speech Pathologist IOWA CODE CHAPTER 154F				
Child	**Adolescent**	**Adult**	**Senior**	**Services**
				Testing, measurement and evaluation related to the development and disorders of speech, fluency, voice or language for the purpose of nonmedically preventing, ameliorating, modifying or remediationg such disorders and conditions
				Patient instruction/counseling
				Patient habilitation/rehabilitation
				Referrals

SECTION 5. PROTECTION AGREEMENT

This protection agreement is entered into by _____, (hereinafter known as PROTECTED CLINIC) and the Iowa Department of Public Health (hereinafter DEPARTMENT).

SECTION 6. AUTHORITY AND PURPOSE OF PROGRAM

The Volunteer Health Care Provider Program (hereinafter VHCPP) has been established pursuant to Iowa Code section 135.24 and 641 Iowa Administrative Code Chapter 88 to provide legal defense and indemnification to eligible PROTECTED CLINICS and INDIVIDUAL VOLUNTEER HEALTH CARE PROVIDERS that provide free health care services.

SECTION 7. PURPOSE OF PROTECTION AGREEMENT

The purpose of this PROTECTED CLINIC protection agreement is to identify the terms and conditions under which the PROTECTED CLINIC is approved to participate in the VHCPP.

SECTION 8. SCOPE OF PROTECTION AGREEMENT

The state of Iowa shall defend and indemnify the PROTECTED CLINIC for any and all claims arising out of the provision of free health care services by the PROTECTED CLINIC provided the conditions in this application/protection agreement are satisfied.

"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 to the PROTECTED CLINIC.

"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 the PROTECTED CLINIC which arises out of the provision of free health care services rendered or which should have been rendered by the PROTECTED CLINIC.

SECTION 9. ELIGIBILITY CONDITIONS

The state of Iowa shall provide defense and indemnification coverage for the services described in the above application and in accordance with Iowa Code section 669.21, provided that the following conditions are satisfied:

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 VOLUNTER 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

(a) such services were performed at the site identified in section one of this application/protection agreement;

(b) 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

(c) 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.

(d) the health care services were provided to a patient who was part of the patient group identified in section four of this PROTECTED CLINIC application/protection agreement, and has not acted willfully or wantonly or committed malfeasance.

SECTION 10. DURATION OF AGREEMENT

This PROTECED CLINIC application/protection agreement shall be effective for two years from the date of execution. (Date of DEPARTMENT signature on the last page of the PROTECTED CLINIC application/protection agreement.)

SECTION 11. FINANCING

The PROTECTED CLINIC agrees to provide free health care services to the patient groups identified in this application/ protection agreement. There shall be no cost to the DEPARTMENT, the patient or the PROTECTED CLINIC's provision of the approved services.

SECTION 12. PATIENT RECORDS

The PROTECTED CLINIC shall maintain the confidentiality of all records related to this protection agreement in accordance with state and federal laws and regulations.

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.

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.

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.

The PROTECTED CLINIC shall maintain proper medical records for all patients served through the VHCPP for seven 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.

SECTION 13. REQUIRED REPORTS

Within 60 days following each calendar quarter, the PROTECTED CLINIC shall provide a report to the VHCPP. A reporting form will be provided by the VHCPP at the time the eligibility protection agreement is approved by the VHCPP.

SECTION 14. REPRESENTATIONS

The PROTECTED CLINIC through which the INDIVIDUAL VOLUNTEER HEALTH CARE PROVIDER provides free halth 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.

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 15. REPORTING REQUIREMENTS AND DUTIES

Upon obtaining knowledge or becoming aware of any injury allegedly arising out of the negligent rendering of, or the negligent failure to render, covered services under the VHCPP, the PROTECTED CLINIC shall provide to the VHCPP, as soon as practicable, written notice containing, to the extent obtainable, the circumstance of the alleged injury, the names and addresses of the injured, and any other relevant information.

Upon obtaining knowledge or becoming aware of such an injury as defined in subrule 88.8(1), the 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.

The PROTECTED CLINIC shall immediately notify the Iowa Department of Justice, Special Litigation Division, Hoover State Office Building, Des Moines, Iowa 50319, of service or receipt of an original notice, petition, suit or claim seeking damages from the PROTECTED CLINIC related to participation in VHCPP.

SECTION 16. TERMINATION OF PROTECTED CLINIC PROTECTION AGREEMENT

By the Department. The DEPARTMENT may deny, suspend, revoke, or condition the future eligibilityof the PROTECTED CLINIC for cause, including but not limited to:
Failure to comply with the PROTECTED CLINIC protection agreement.

Violation of state law governing the respective scope of pratice or other law governing the health care services provided under the VHCPP

Making false, misleading or fraudulent statements in connection with the VHCPP, including determination of eligibility of the PROTECTED CLINIC or handling of a claim against the PROTECTED CLINIC or the state

Evidence of substance abuse or intoxication affecting the provision of health care services under the VHCPP

Reasonable grounds to believe that an INDIVIDUAL VOLUNEER HEALTH CARE PROVIDER may have provided incompetent or inadequate care to a patient under the VHCPP or is likely to do so.

Reasonable grounds to believe the PROTECTED CLINIC's participation in the program may expose the state to undue risk.

Failure to immediately notify the VHCPP of any disciplinary action brought against the INDIVIDUAL VOLUNTEER HEALTH CARE PROVIDER by the licensing, registering, or certifying board.

By the PROTECTED CLINIC. The PROTECTED CLINIC may terminate this agreement at any time by providing thirty days written advance notice to the DEPARTMENT.

SECTION 17. AMENDMENTS

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

SECTION 18. ASSIGNMENT

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

SECTION 19. SIGNATURE OF AGREEMENT

The PROTECTED CLINIC is not protected for volunteer health care services 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 to the PROTECTED CLINIC.

Signature of PROTECTED CLINIC Manager **Date**

Signature of PROTECTED CLINIC Medical Director **Date**

Gerd Clabaugh, MPA, Deputy Director & Director **Date**
Division of Health Promotion and Chronic Disease Prevention
Iowa Department of Public Health