



**VOLUNTEER HEALTH CARE PROVIDER PROGRAM (VHCPP)  
INDIVIDUAL APPLICATION AND PROTECTION AGREEMENT**



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

Becky Swift  
 Volunteer Health Care Provider Program  
 Iowa Department of Public Health  
 321 E. 12<sup>th</sup> Street  
 Des Moines, IA 50319

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 515-281-4344

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

**SECTION 1: GENERAL INFORMATION – PLEASE PRINT CLEARLY**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 License #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Type of Application  INITIAL or  RENEWAL

**IDENTIFY YOUR PROFESSION (SELECT ONE ONLY)**

<input type="checkbox"/>	Advanced Register Nurse Practitioner (ARNP)	<input type="checkbox"/>	Marital and Family Therapist (MFT)	<input type="checkbox"/>	Podiatrist (DPM)
<input type="checkbox"/>	Audiologist (Aud)	<input type="checkbox"/>	Mental Health Counselor	<input type="checkbox"/>	Registered Nurse (RN)
<input type="checkbox"/>	Chiropractor (DC)	<input type="checkbox"/>	Occupational Therapist (OT)	<input type="checkbox"/>	Respiratory Therapist (RT)
<input type="checkbox"/>	Dentist (DDS or DMD)	<input type="checkbox"/>	Optometrist (OD)	<input type="checkbox"/>	Social Worker – Bachelor (BSW)
<input type="checkbox"/>	Dental Assistant (RDA)	<input type="checkbox"/>	Pharmacist (RPh/DPh)	<input type="checkbox"/>	Social Worker – Licensed (LISW)
<input type="checkbox"/>	Dental Hygienist (RDH)	<input type="checkbox"/>	Physical Therapist (PT)	<input type="checkbox"/>	Social Worker – Master (MSW)
<input type="checkbox"/>	Emergency Medical Care Provider (e.g., EMT)	<input type="checkbox"/>	Physician Assistant (PA)	<input type="checkbox"/>	Speech Pathologist (SLP)
<input type="checkbox"/>	Licensed Practical Nurse (LPN)	<input type="checkbox"/>	Physician (MD or DO)		

## SECTION 2: PERSONAL STATEMENT

**641 Iowa Administrative Code section 88.3(1)(a)** requires the individual volunteer health care provider to **provide a sworn statement** attesting that the license, registration, or certification to practice is free of restrictions.

The statement shall **describe any disciplinary action** that **has ever** been taken against the individual volunteer health care provider by any professional licensing, registering, or certifying authority or health care facility, including any voluntary surrender of license, registration, or certification or other agreement involving the individual volunteer health care provider's license, registration, or certification to practice or any restrictions on practice, suspension of privileges, or other sanctions.

The statement **shall also describe any malpractice suits** that have been filed against the individual volunteer health care provider.

A statement provided by a **pharmacist** shall also describe any disciplinary action that has ever been taken against any pharmacy in which the pharmacist has ever been **owner, partner, or officer**.

**As applicable, on Attachment A**, provide all information related to disciplinary action or malpractice. **This includes a signed and dated statement** providing full details, including dates, locations, actions, organizations or party's involved and specific reasons and outcomes. Submit the attachment with the application.

**ATTESTATION:** By signing this agreement I attest that my license, registration, or certification to practice is free of restrictions.

CONTINUED ON THE NEXT PAGE

### SECTION 3: PROFESSIONS, PATIENT GROUPS, AND HEALTH CARE SERVICES

Under YOUR PROFESSION, identify the patient groups and health care services you will provide for the VHCPP.

Child	Adolescent	Adult	Senior	Services
<b>Advanced Registered Nurse Practitioner (ARNP) IOWA CODE CHAPTER 152</b>				
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
<b>Audiologist IOWA CODE CHAPTER 154F</b>				
				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
<b>Chiropractor (DC) IOWA CODE CHAPTER 151</b>				
NA	NA			Examinations
NA	NA			Diagnosis & treatment
NA	NA			Health education
NA	NA			Health maintenance
<b>Dental Assistant (RDA) IOWA CODE CHAPTER 153</b>				
				Intraoral services
				Extraoral services
				Infection control
				Radiography
				Removal of plaque or stain by toothbrush, floss, or rubber cup coronal polish
<b>Dental Hygienist (RDH) IOWA CODE CHAPTER 153</b>				
				Assessments and screenings
				Health education
				Health maintenance
				Preventative services (cleaning, x-rays, sealants, fluoride treatments, fluoride varnish)
<b>Dentist (DDS) IOWA CODE CHAPTER 153</b>				
				Dental examinations
				Diagnosis & treatment of acute & chronic conditions
				Health education
				Health maintenance
				Minor surgical procedures
<b>Emergency Medical Care Provider IOWA CODE CHAPTER 147A</b>				
				Airway/ventilation/oxygenation
				Assisted medications - patient's
				Cardiovascular/circulation
				Immobilization
				IV initiation/maintenance/fluids
				Medication administration - routes

Child	Adolescent	Adult	Senior	Services
<b>Licensed Practical Nurse (LPN) IOWA CODE CHAPTER 152 OR 152E</b>				
				Provision of supportive or restorative care
<b>Marital and Family Therapist IOWA CODE CHAPTER 154D</b>				
				Marital and family therapy
				Application of counseling techniques in the assessment and resolution of emotional conditions
<b>Mental Health Counselor IOWA CODE CHAPTER 154D</b>				
				Mental health counseling
				Counseling services involving assessment, referral and consultation
<b>Occupational Therapist (OT) IOWA CODE CHAPTER 148A</b>				
				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
<b>Optometrist (OD) IOWA CODE CHAPTER 154</b>				
				Examinations
				Diagnosis & treatment of the human eye and adnexa
				Health education
				Health maintenance
<b>Pharmacist (RPh/DPh) IOWA CODE CHAPTER 155A</b>				
				Drug dispensing
				Patient counseling
				Health screenings and education
				Immunizations
<b>Physical Therapist (PT) IOWA CODE CHAPTER 148A</b>				
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

<b>*Physician Assistant (PA) IOWA CODE CHAPTER 148C</b>				
NA	NA			Annual adult examinations
		NA	NA	Well child examinations
				Diagnosis & treatment of acute & chronic conditions
				Health education
				Health maintenance
				Immunizations
				Minor surgical procedures
<b>*PHYSICIAN ASSISTANT REQUIRES SUPERVISING PHYSICIAN NAME AND SIGNATURE</b>				
X				
<b>Print Name</b>				<b>Date</b>

Child	Adolescent	Adult	Senior	Services
<b>Physician (MD/DO) IOWA CODE CHAPTER 148</b>				
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
<b>Podiatrist (DPM) IOWA CODE CHAPTER 149</b>				
				Examinations
				Diagnosis & treatment
				Health education
				Health maintenance
				Minor surgical procedures
<b>Psychologist (PsyD/PhD) IOWA CODE CHAPTER 154B</b>				
				Counseling and the use of psychological remedial measures for persons with adjustment or emotional problems
<b>Registered Nurse (RN) IOWA CODE CHAPTER 152 OR 152E</b>				
NA	NA			Annual adult examinations
		NA	NA	Well child examinations
				Treatment of acute & chronic conditions
				Health education
				Health maintenance
				Immunizations
<b>Respiratory Therapist (RT) IOWA CODE CHAPTER 152B</b>				
				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
<b>Social Worker-Bachelor (BSW) IOWA CODE CHAPTER 154C</b>				
				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
<b>Social Worker-Independent (LISW) IOWA CODE CHAPTER 154C</b>				
				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
<b>Social Worker-Master (MSW) IOWA CODE CHAPTER 154C</b>				
				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
<b>Speech Pathologist IOWA CODE CHAPTER 154F</b>				
				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 4: PROTECTION AGREEMENT

This protection agreement is entered into by (PRINT NAME) \_\_\_\_\_, (hereinafter INDIVIDUAL VOLUNTEER HEALTH CARE PROVIDER) and the Iowa Department of Public Health (hereinafter Department).

## SECTION 5: AUTHORITY AND PURPOSE OF PROGRAM

1. 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 INDIVIDUAL HEALTH CARE PROVIDERS who provide free health care services through qualified sites.

## SECTION 6: PURPOSE OF THE PROTECTION AGREEMENT

1. The purpose of this protection agreement is to identify the terms and conditions under which the INDIVIDUAL VOLUNTEER HEALTH CARE PROVIDER is approved to participate in the VHCPP.

## SECTION 7: SCOPE OF PROTECTION AGREEMENT

1. The state of Iowa shall defend and indemnify the INDIVIDUAL VOLUNTEER HEALTH CARE PROVIDER for any and all claims arising out of the provision of free health care services by the INDIVIDUAL VOLUNTEER HEALTH CARE PROVIDER, provided the conditions in this application/protection agreement are satisfied.
2. **"Defend"** for purposes of this protection agreement means the INDIVIDUAL VOLUNTEER HEALTH CARE PROVIDER shall be provided with legal representation by the Office of the Iowa Attorney General at no cost to the INDIVIDUAL VOLUNTEER HEALTH CARE PROVIDER.
3. **"Indemnify"** for purposes of this protection agreement means the State of Iowa shall pay all sums the INDIVIDUAL VOLUNTEER HEALTH CARE PROVIDER is legally obligated to pay as damages because of any claim made against the INDIVIDUAL VOLUNTEER HEALTH CARE PROVIDER which arises out of the provision of free health care services rendered by the INDIVIDUAL VOLUNTEER HEALTH CARE PROVIDER.
4. This protection agreement is only valid during the time that the INDIVIDUAL VOLUNTEER HEALTHCARE PROVIDER maintains a current unrestricted license and only for voluntary services provided in conjunction with a sponsor entity or protected clinic which has its own valid VHCPP protection agreement in effect at the time of service provision.

## SECTION 8: ELIGIBILITY CONDITIONS

The state of Iowa shall provide defense and indemnification coverage for the services described in the above application in accordance with Iowa Code section 669.1, provided the following conditions are satisfied:

1. At the time of the act or omission allegedly resulting in injury, the INDIVIDUAL VOLUNTEER HEALTHCARE PROVIDER must hold an active, unrestricted license, certificate, or registration to practice under Iowa Code.
2. **Certification Statement:** The INDIVIDUAL VOLUNTEER HEALTHCARE PROVIDER agrees to:
  - a. Provide health care services to those persons who are uninsured and/or underinsured for the public health purpose of improved overall health, prevention of illness or injury, and disease management.
  - b. 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.
  - c. Accept financial responsibility for the INDIVIDUAL VOLUNTEER HEALTHCARE PROVIDER's personal 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 agrees that the state will not compensate the INDIVIDUAL VOLUNTEER HEALTH CARE PROVIDER for the expenses or time needed for the defense of the claim or suit.
3. **Compliance.** The INDIVIDUAL VOLUNTEER HEALTH CARE PROVIDER fully complies with the certification statement, this application/protection agreement, and the VHCPP's administrative rules contained at 641 IAC Chapter 88.

4. The **claim** for which the INDIVIDUAL VOLUNTEER HEALTH CARE PROVIDER seeks defense and indemnification involves medical injury alleged to have been proximately caused by the health care services identified and approved in Section Three (3) of this application/protection agreement and:
  - a. Such health care services were provided by or under the direct supervision of the INDIVIDUAL VOLUNTEER HEALTH CARE PROVIDER including claims based on the negligent delegation of health care services or the INDIVIDUAL VOLUNTEER HEALTH CARE PROVIDER is named as a defendant solely because of his or her participation in the protected clinic or sponsor entity clinic.
  - b. Such health care services were performed at a site which holds a current VHCPP sponsor entity or protected clinic protection agreement.
  - c. Such health care services were provided to a patient that is part of the patient group identified in Section Three (3) of this application/protection agreement, and
  - d. The INDIVIDUAL VOLUNTEER HEALTH CARE PROVIDER receives no direct monetary compensation of any kind or promise to pay compensation for the health care services which allegedly resulted in injury.

## **SECTION 9: DURATION OF PROTECTION AGREEMENT**

This INDIVIDUAL VOLUNTEER HEALTH CARE PROVIDER application/protection agreement shall be effective for five (5) years from the date of execution. (Date of the Department signature on the last page of the application/agreement.)

## **SECTION 10: PATIENT RECORDS**

The INDIVIDUAL VOLUNTEER HEALTH CARE PROVIDER shall:

1. Maintain confidentiality of all records related to this protection agreement in accordance with state and federal laws and regulations.
2. 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 application/agreement.
3. Maintain proper medical records for all patients served through the VHCPP for seven (7) years following the date of the service, or, in the case of a minor, for a period of one year after minor has reached the age of majority. The records shall be housed at the site location where the health care services were provided.
4. Agree to provide to the Department or the Office of the Attorney General, upon request, all records related to this INDIVIDUAL VOLUNTEER HEALTH CARE PROVIDER protection agreement, including, but not limited to, client records.

## **SECTION 11: REPRESENTATIONS**

The INDIVIDUAL VOLUNTEER HEALTH CARE PROVIDER shall make no representations concerning the eligibility for the VHCPP nor eligibility of services for indemnification by the state except as authorized by the Department.

## **SECTION 12: NOTIFICATION REQUIREMENTS AND PARTICIPANT DUTIES**

1. 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 INDIVIDUAL VOLUNTEER HEALTH CARE PROVIDER shall provide to the VHCPP, as soon as practicable, written notice containing, to the extent obtainable, the circumstance of the alleged injury, the name(s) and address(es) of the injured and any other relevant information.
2. Upon obtaining knowledge or becoming aware of such an injury as defined in subrule 88.8(1), the INDIVIDUAL VOLUNTEER HEALTH CARE PROVIDER 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 INDIVIDUAL VOLUNTEER HEALTH CARE PROVIDER 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 VOLUNTEER HEALTH CARE PROVIDER related to participation in the VHCPP.

## **SECTION 13: TERMINATION OF AGREEMENT**

1. By the DEPARTMENT. The Department may deny, suspend, revoke or condition the protection of the INDIVIDUAL VOLUNTEER HEALTH CARE PROVIDER for cause, including but 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 of the INDIVIDUAL VOLUNTEER HEALTH CARE PROVIDER or handling of a claim against the 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 the INDIVIDUAL VOLUNTEER HEALTH CARE PROVIDER 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 INDIVIDUAL VOLUNTEER HEALTH CARE PROVIDER's participation in the program may expose the state to undue risk.
  - g. Failure to immediately notify the VHCPP of any disciplinary action brought against the INDIVIDUAL VOLUNTEER HEALTH CARE PROVIDER by the applicable state licensing board.
2. By the INDIVIDUAL VOLUNTEER HEALTH CARE PROVIDER. This agreement may be terminated at any time by providing 30 days written advance notice to the Department with a copy to the sponsor entity or protected clinic.

## SECTION 14: 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 15: ASSIGNMENT

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

## SECTION 16: SIGNATURE OF AGREEMENT

If I am approved under the Volunteer Health Care Provider Program by the Department, it will be on the truth of the statements contained in this application/protection agreement and related forms. I understand if I provide false information it may nullify the condition of defense and indemnification as provided in 641 Iowa Administrative Code Chapter 88 and it may result in revocation of my eligibility.

The INDIVIDUAL VOLUNTEER HEALTH CARE PROVIDER 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 INDIVIDUAL VOLUNTEER HEALTH CARE PROVIDER and the Department. A fully signed copy will be sent to the INDIVIDUAL VOLUNTEER HEALTH CARE PROVIDER via email or, upon request, by regular mail.

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SIGNATURE OF INDIVIDUAL VOLUNTEER HEALTH CARE PROVIDER

DATE

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Sarah G. Reissetter, J.D., Deputy Director  
IOWA DEPARTMENT OF PUBLIC HEALTH

DATE

**ATTACHMENT A. DISCIPLINARY ACTION OR MALPRACTICE**

**PLEASE PRINT CLEARLY**

Disciplinary action or malpractice  Yes  No

If YES, please complete this form. IF more than one incident, please complete a form for each. Use additional pages as needed.

**Dates of incident:**

**Location of incident:**

**Nature of Disciplinary Action or Malpractice and reasons for such:**

**Organizations or party's involved:**

**Outcomes:**

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Print Name)

**Signature:** \_\_\_\_\_