

HABERSHAM COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Clinical Agreement with Habersham Medical Center

DATE: May 16, 2022

☒ **RECOMMENDATION**

☐ **POLICY DISCUSSION**

BUDGET INFORMATION:

☐ **STATUS REPORT**

ANNUAL-

☐ **OTHER**

CAPITAL-

COMMISSION ACTION REQUESTED ON: May 16, 2022

PURPOSE:

Seek commission approval of the Clinical Agreement with Habersham Medical Center for EMT and Advanced EMT classes.

BACKGROUND / HISTORY:

- a. Habersham County Emergency Services is hiring and training personnel with no experience to alleviate a staffing shortage.
 - b. HCES has many State recognized instructors in both Fire and EMS.
 - c. The training for these staff members includes in-house training for Fire, EMT, and Advanced EMT.
 - d. The State Office of EMS requires the initial education of EMS personnel to include 8-24 hours in the clinical setting of the Emergency Department.
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FACTS AND ISSUES:

- a. The clinical setting of the emergency department will satisfy the mandates for SOEMS – EMT, and AEMT initial education.
 - b. Students are often able to encounter more patients in the ED setting than in the prehospital setting.
 - c. Particularly with the AEMT students, the hospital serves as an excellent to hone skills and meet the requirements of SOEMS.
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OPTIONS:

- 1) Approve recommendation
 - 2) Deny recommendation
 - 3) Commission defined alternative
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RECOMMENDED SAMPLE MOTION:

Motion for the Board of Commissioners to approve the agreement with Habersham Medical Center to allow students from the Habersham County Emergency Services Training Program to complete their clinical rotations at the facility.

DEPARTMENT:

Prepared by:

Jeffrey D. Adams

Director: _____

**ADMINISTRATIVE
COMMENTS:**_____

_____ **DATE:** _____

County Manager

**Memorandum of Agreement
between
Habersham County, Georgia
and
Habersham Medical Center**

I. Purpose:

The purpose of this Memorandum of Agreement ("Agreement") is to provide instruction and practice for Habersham County Emergency Services Training Center Students ("Students") at the Habersham Medical Center. The instruction and practice are intended to benefit the services Students in accomplishing their educational goals and create a highly trained workforce.

II. Parties:

Habersham County, Georgia (Habersham County Emergency Services Training Center - hereinafter the "Institution") and Habersham Medical Center (hereinafter the "Facility").

III. Affiliating Agreement

This is a mutual agreement between the Facility and the Institution that provides for the Facility to accept Students in the healthcare sciences programs for the Institution faculty coordinated clinical experience in the students' field of study. In addition, this agreement provides:

- A. Educational experiences will be provided by the Institution and the Facility without regard to race, color, national origin, sex, religion, disability, genetic information, or the age of the persons involved. Provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude Participant's participation in the program.
- B. While the educational experiences contemplated by this agreement shall be offered jointly, the Institution shall maintain control over the curriculum offered by the Institution's Students and the Facility shall maintain control and responsibility for its patients/clients.
- C. Educational experiences will be of such content and cover such periods of time as may from time to time be mutually agreed upon by the Institution and the Facility. The starting and ending date for each individual educational experience shall be agreed upon before the experience commences.

- D. The number of Students participating in each educational experience shall be determined by mutual agreement of the parties and at any time may be modified by mutual agreement.
- E. The Facility will serve as a clinical laboratory and will furnish facilities for the students in such manner and at such time as the parties herein mutually agree.
- F. The Facility will not be required to provide free treatment for Students or Institution faculty. Students or Institution faculty may request treatment from the Facility at their own personal expense. The Institution does not accept any liability or responsibility whatsoever for treatment individually requested by an Institution Student or Institution faculty member.
- G. Clinical rotation(s) will be planned by the Institution faculty of the Institution program(s), in conjunction with the Facility's representative, in order to meet requirements mandated by the Institution or licensing/certification board.

IV. The Facility Agrees To The Following:

- A. Provide a program of clinical experience for the students to engage in so as to benefit their knowledge of the student's program of study at the Institution. The number of hours and experience may vary each year but will be mutually agreed upon with the Institution.
- B. The Facility will retain responsibility for the care of the patients, clients, and/or customers and will maintain administrative and professional supervision of students as far as their presence affects the operation of the Facility and/or patient, client, or customer care.
- C. Observe the following personnel policies:
 - 1. Institution faculty and Students will be permitted to observe the Institution's calendar for holidays and events.
 - 2. Students will be allowed to make up time lost due to unavoidable absences.
 - 3. Students shall wear the accepted Institution uniform or conform to Facility policies regarding acceptable dress during the clinical experience.
- D. The Facility shall maintain insurance as it deems advisable to protect itself as appropriate given the Institution's limitations on liability for damages as described below in Paragraph V, subsections (I), (J), and (K).
- E. Make provisions for orientation of Institution faculty members to the facilities, philosophies, and policies of the respective Facility. Such orientation shall include instruction on the Facility's privacy policies and procedures, particularly as related to patient health or other confidential information.

- F. Assist in the orientation of the Students to the Facility and clear channels of administration for the use of equipment and records as necessary for teaching purposes and in accordance with facility policies. Such orientation shall include instruction on the Facility's privacy policies and procedures, particularly as related to patient health or other confidential information.
- G. In a case of improper exposure to bodily fluids, airborne tuberculosis, pathogens, antibody, and or antigen by a student or Institution faculty member, the Facility will use its best efforts to appropriately test the source patient and to obtain the patient's consent for disclosure of test results to the Institution's infection control personnel.
- H. Facility staff shall, upon request, assist the Institution and Institution faculty in the evaluation of the learning and performance of participating students. The Facility agrees to keep confidential any Student records or the information it may obtain unless it has otherwise obtained the prior written consent of the student.
- I. Provide on the job training that complies with the Fair Labor Standards Act regarding trainees by meeting all six of the following criteria:
 - 1. The training, even though it includes actual operation of the Facility, is like that which would be given at the Institution.
 - 2. The training is for the benefit of the students.
 - 3. The students do not displace regular employees of the Facility but work under constant supervision of Facility employees.
 - 4. The Facility that provides the internship derives no immediate advantage, economic or otherwise, from the activities of the students and, on occasion, the operations of the Facility may even be impeded.
 - 5. The students are not necessarily entitled to a job at the Facility at the conclusion of the training period; and
 - 6. The Facility and the Students understand that the students are not entitled to wages for the time spent in training.
- J. Provide a safe work environment for Institution faculty and Students.
- K. Assist and cooperate with the Institution in investigations related to complaints related to the educational experience at the Facility.

V. The Institution Agrees To The Following:

- A. Ensure that the Institution's Student Code of Conduct is enforced for the Students at the Facility. Any Student whose behavior, conduct, attitude, or attire conflicts

with the Institution's Student Code of Conduct will be subject to appropriate disciplinary actions.

- B. Provide Institution faculty in accordance with the required student-faculty ratio as mandated by the state licensing/certification agency or by the local Facility regulation(s).
- C. Provide Institution faculty who have experience in a specialty area where they will be supervising Students.
- D. Assure that Students with unsatisfactory performance in the classroom and/or clinical practicum will not be placed on clinical assignments.
- E. Provide specific written clinical behavioral objectives for the Facility staff prior to Student rotation. Conferences will be scheduled with Facility staff during rotation to discuss Student learning, Student performance, and patient services.
- F. Submit a schedule with names of attending Students at least two weeks prior to the beginning of the student's first day at the Facility.
- G. Provide for all administrative functions required by the Facility necessary for the smooth operation of the program (i.e., joint review of the use of clinical facilities).
- H. Require the observance of Facility policies and procedures by the students and faculty.
- I. Assure that each Student and Institution faculty member has professional liability insurance with minimum coverage of one million dollars to cover his or her acts or omissions.
- J. The Institution is self-insured under the State of Georgia, Department of Administrative Services, Risk Management Division, against tort claims, including comprehensive automobile liability, in the amount of one million (\$1,000,000) per person and three million (\$3,000,000) per occurrence; the Institution also maintains workers' compensation insurance through the State of Georgia.
- K. The Institution is prohibited by the Constitution of Georgia from contracting to indemnify or hold harmless any individual or entity. Article VII, Sec. 4, Paragraph 8; Article III, Sec. 6, Para. 6, Constitution of the State of Georgia. The College will be liable only for personal injury or property damage caused by acts or omissions of its employees in the performance of this contract to the extent provided by the Georgia Tort Claim Act (O.C.G.A. § 50-21-20 et seq.)
- L. The Institution shall, to the extent required by law or policy, offer to Students and service faculty members at substantial risk of directly contacting body fluids or airborne tuberculosis, pathogens, antibody and or antigen testing and vaccination in accordance with requirements of the Occupational Health and Safety Administration and the Centers for Disease Control and Prevention. The Institution

shall follow the then-current Habersham County Emergency Services' Policy following exposure of an Institution faculty or Student.

- M. Maintain the following information on each Student and Institution faculty member who will be participating in clinical:

Name, address, medical and immunization record, Basic Life Support BLS certification.

VI. Withdrawal of Student from Facility

- A. The Facility may request the Institution withdraw any Student from the educational experience at the Facility whose work or conduct may have a detrimental effect on patients or personnel; and/or reserves the right not to accept any Student who has previously been discharged by the Clinical Institute for non-discriminatory reasons, including but not limited to criminal or fraudulent activity, perceived lack of competency or failure to comply with the policies, procedures, and rules of the Institution or Facility.
- B. The Institution may request the withdrawal from the Facility of any Student whose progress, achievement, or adjustment does not justify continuance in the educational experience at the Facility.

VII. Representatives

Any communication regarding this contract should be directed to the following representatives:

For the Institution:

Jeffrey D. Adams, BA, AS, NREMT-P
Business Services & Training Division Chief
Habersham County Emergency Services
4263 Hollywood Hwy.
Clarkesville, GA 30523
jadams@habershamga.com

For the facility:

VIII. Prohibition of Gratuities

All of the parties hereby certify that the provisions of O.C.G.A. § 45-10-20 through § 45 10-28, which prohibit and regulate certain transactions between State Officials, employees and the State of Georgia, and O.C.G.A. § 45-1-6, which prohibits gratuities, have not been violated and will not be violated in any respect throughout the term of this Contract.

IX. Additional Mutual Agreements

- A. intentionally left blank
- B. intentionally left blank

X. Miscellaneous

A. Term

1. The terms and conditions of this agreement shall be periodically reviewed by the parties.
2. This agreement will remain in effect until December 31, 2023.
3. Either party may terminate this agreement upon a 90-day notice in writing to the other party. However, if either party wishes to terminate this agreement it is understood that Students then enrolled in the educational experience at the facility shall be given the opportunity to complete the educational experience.

B. Entire Agreement

This Agreement, together with any documents incorporated herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or contracts. No written or oral agreements, representations, statements, negotiations, understandings, or discussions that are not set out, referenced, or specifically incorporated into this Agreement shall in any way be binding or of effect between the parties.

C. Assignment

Neither party shall assign this Agreement, in whole or in part, without the prior written consent of the other party, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.

D. Applicable law

This Agreement shall be governed in all respects by the laws of the State of Georgia.

E. Amendments in Writing

No amendment of this Agreement, or any of the terms or provisions hereof, shall be binding upon either party except by a writing executed by both parties.

HABERSHAM COUNTY, GEORGIA
Habersham County Emergency Services

HABERSHAM MEDICAL CENTER

Bruce Palmer
Chairman, Habersham County
Board of Commissioners



Tyler Williams
Chief Executive Officer

Date

[4/22/2022](#)

Date

Habersham County does not discriminate on the basis of race, color, religion, national origin, sex, disability, or age in its programs, admissions, employment, or any other activities. The following person has been designated to handle inquiries regarding the nondiscrimination policies that include Title VI, Title IX, 4505. Inquiries concerning application of this policy may be referred to Ann Cain, HR Director.

ADDITIONAL PROVISIONS TO BE INCLUDED AS REQUESTED:

Background Check and Drug Screen (Two options:)

1. Ideal (Clinic handles everything):

Before the Student begins his or her educational experience at the Facility, each Student will be required by the Facility to submit to drug screening, criminal history, and background check. All testing and results are to be controlled by the Facility. Students who refuse or fail to meet the Facility's standards on these tests may be withdrawn from participation in the clinical experience at the Facility at the Facility's request. No information regarding the specific deficiencies of the Student's test results shall be shared with the Institution.

2. Acceptable (College has limited involvement)

Before the student begins his or her educational experience at the Facility, the Institution shall advise each Student that he/she will be required to submit to a background check by utilizing Advantage Students, PreCheck, and/or another service. Said background check shall be at Student Participant's sole expense. Results of the background check shall be provided to the Facility. The Facility shall have the right to require the withdrawal of any student if he or she fails to meet the standards established by the Facility for an acceptable background check.

Confidentiality

Ideal:

Students and Institution Faculty shall not disclose to any third party, except as permitted or required by law or approved by the Facility in writing, any medical record or other patient information. Students and Institution faculty shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of the Facility regarding the confidentiality of patient information.

The institution acknowledges that the Facility must comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320 et seq. ("HIPAA") and its related regulations. Institution, Students, and Institution faculty shall not request, use or further disclose any Protected Health Information ("PHI") other than for the treatment and training purposes specified in this Agreement. The Institution will promptly report to the Facility any uses or disclosures of which the Institution becomes aware of PHI in violation of this Agreement.

Acceptable additions:

To the extent permitted by the Institution Open Records Act (O.C.G.A. § 50-18-70 et seq.), Institution agrees that the Institution will not disclose to others confidential information of the Facility obtained during the course of the clinical experience. The information which the Facility

wishes to consider confidential shall be clearly marked and identified as “confidential.” No copies of confidential information shall be provided to Institution, Institution faculty, or Students; all written copies are to remain at the Facility. Confidential information shall not include the terms and conditions of this Agreement or any other document the Institution would be required to produce under the Georgia Open Records Act.

Licensing

The Institution will not knowingly assign any Institution faculty to the Facility who is not appropriately licensed or certified and will make evidence of the licensure or certification of its assigned faculty available to the Facility upon request.

Exposures to Bloodborne or Other Pathogens

Acceptable addition to Institution responsibilities (Section V):

In the event of an exposure, the Institution will be responsible for offering appropriate testing to the affected Student or Institution faculty, providing appropriate medical care, counseling, and recordkeeping in accordance with the Institution’s exposure control plan. In no instance shall the Institution’s responsibility as defined in the paragraph exceed a period of one year after the Student or Institution faculty leaves the program in accordance with State Policy.