

## **HABERSHAM COUNTY BOARD OF COMMISSIONERS**

### **EXECUTIVE SUMMARY**

**SUBJECT:** Educational Affiliation Agreement with Northeast Georgia Medical Center – Habersham, LLC

**DATE:** 04/17/2023

☒ **RECOMMENDATION**

☐ **POLICY DISCUSSION**

**BUDGET INFORMATION:**

☐ **STATUS REPORT**

**ANNUAL-**

☐ **OTHER**

**CAPITAL-**

**COMMISSION ACTION REQUESTED ON:** April 17, 2023

**PURPOSE:** To gain BOC approval to enter into an agreement with NGMC-Habersham for Habersham County Emergency Services Training Center students to complete clinical rotations at NGMC–Habersham.

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#### **BACKGROUND / HISTORY:**

- a. HCES conducts EMT and AEMT classes as part of the onboarding of new employees.
- b. A portion of the State Office of EMS requirement is hospital (Emergency Department) clinical rotations.
- c. The ED setting proves the best environment for students to gain medication administration and encounter the required 5 pediatric patients.
- d. A clinical agreement exists between Habersham BOC and Habersham Medical Center since May 2022.

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#### **FACTS AND ISSUES:**

- a. HCES is approved by the SOEMS for 48 hours/Advanced EMT student.
- b. The current agreement will no longer be valid after July 1, 2023.
- c. Regarding the liability insurance required by the agreement, the students are required to purchase the coverage through a third party, HPSO, at \$42/student/year, meeting the specifications set forth in the agreement.

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#### **OPTIONS:**

- 1) Approve recommendation: Approve Educational Affiliation Agreement with NGMC-Habersham LLC.
  - 2) Deny recommendation – Deny approval of Education Affiliation Agreement with NGMC-Habersham, LLC.
  - 3) Commission-defined alternative – Listed below
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**RECOMMENDED SAMPLE MOTION: Motion to approve the Education Affiliation Agreement between Northeast Georgia Medical Center Habersham LLC and Habersham County Emergency Services, effective July 1, 2023.**

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**DEPARTMENT:**

Prepared by:

Jeffrey D. Adams

Director: \_\_\_\_\_

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**ADMINISTRATIVE**

**COMMENTS:** \_\_\_\_\_

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\_\_\_\_\_ **DATE:** \_\_\_\_\_

County Manager

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**EDUCATIONAL AFFILIATION AGREEMENT**  
**Northeast Georgia Medical Center Habersham, LLC**

**This Agreement** is made and entered into this the **1<sup>st</sup>** day of **July, 2023**, by and between **Habersham County Emergency Services** ("School") and Northeast Georgia Medical Center Habersham, LLC ("Facility").

WHEREAS, Facility operates an acute care general hospital in Habersham, Georgia; and

WHEREAS, School provides education to students in its **Advanced EMT** program of study (the "Program"); and

WHEREAS, School desires to provide clinical experiences to its students in the Program and Facility is willing to host such experiences;

NOW THEREFORE, School and Facility agree as follows:

1. Clinical Experience. Facility agrees to host students of School and to assist School in providing clinical experiences related to the Program upon the terms and conditions set forth herein.
2. Term; Termination. This Agreement will be in effect from **7/1/2023** to **6/30/2026**. Either party may terminate this Agreement with immediate effect following a breach hereof by the other party which remains uncured for a period of thirty (30) days after written notice thereof. Either party may terminate this Agreement without cause on thirty (30) days written notice to the other party. In the event that the Agreement is terminated, any students completing a clinical rotation at such time shall be allowed to complete that rotation.
3. School must register and ensure each Student registers with ACEMAPP in order to complete all requirements through the ACEMAPP platform.
4. Insurance.
  - (a) The School will maintain professional liability insurance for itself and its students, faculty, and affiliates with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate to provide coverage for their professional, educational, and clinical activities at Facility, and will submit evidence of insurance to Facility upon request. In addition, the School will require participating students to furnish proof of professional liability insurance with minimum limits of \$1,000,000/\$3,000,000 or evidence that each student is a covered person under the School's professional liability policy and will submit such evidence to Facility upon request. If students' coverage is of the claims made type, such coverage will outlive this Agreement for at least twenty-four (24) months (which may require tail or prior acts coverage). The coverage retroactive date will be this Agreement's effective date.
  - (b) School will ensure that its workers' compensation or equivalent insurance covers School's Clinical instructors and other School staff present on Facility grounds and property.
  - (c) School will ensure that each Student has health insurance during his or her clinical rotation at Facility and submit evidence of such insurance to Facility upon request.
  - (d) Facility will be notified in writing at least thirty (30) days prior to any material alteration, cancellation or nonrenewal of coverage required by this paragraph. Inadequate insurance or proof of insurance will be grounds for immediate termination of this Agreement. Insurance will be provided by a carrier who is acceptable to Facility, which will not unreasonably withhold its approval.

5. Licensure. School agrees to provide evidence of current licensure for any faculty providing clinical instruction at Facility.

6. Health / Vaccinations. In an effort to protect faculty and students who may be at risk of contracting communicable diseases in the course of their clinical education experience, and to provide that only persons who are physically able will provide care for patients in the institution, Facility and the School agree that proof of each of the following will be provided to Facility prior to faculty or student participation in clinical experience at Facility:

- (a) Facility strongly recommends that all health care faculty and students receive the Hepatitis B vaccine ("HBV"). Any faculty or student choosing not to receive the HBV will be required to sign a statement of declination.
- (b) Each student and faculty member participating in the Program at Facility shall obtain an annual tuberculosis PPD, and in the event of a positive test a chest x-ray and treatment as deemed necessary by a physician. In the event of a positive result, evidence of appropriate follow-up will be provided to Facility prior to the faculty/student participating in clinical experience.
- (c) Serologic evidence of immunity or proof of vaccination against measles, mumps and rubella.
- (d) Current physical examination on file at the school, a copy of which will be made available to Facility upon request.
- (e) The influenza vaccine is required for students and instructors that are within the Facility facilities between October 1 and March 31. Medical exceptions will be made on a case by case basis.
- (f) School will educate students and faculty about clinical safety, including OSHA blood-borne pathogens standards, and tuberculosis transmission prevention prior to their clinical rotation.

7. Eligibility. School will coordinate with Facility to assign students and plan the clinical training program. Only students who meet the School's criteria for eligibility, which must be Facility-approved, will be referred to the Facility. School will notify Facility if any students fail to meet education and/or training requirements.

8. Policies. The School will comply and will cause each student and faculty member assigned to Facility to comply with the Facility's policies, rules, regulations and procedures, and keep students and faculty informed as to the same and any changes therein. Specifically, the School will keep each participating student and faculty member apprised of his or her responsibilities thereunder. The School agrees to cause each student and faculty member to participate in an orientation to facilities; philosophy, policies, safety training and regulations of Facility; and Facility software for onboarding, scheduling, and other clinical requirements.

9. Health Care. All medical or health care (emergency or otherwise) that a student or faculty member receives at Facility will be at the expense of the individual student or faculty member.

10. Patient Responsibility. Facility will retain responsibility for the care of patients and will maintain administrative and professional supervision of students insofar as their presence affects the operation of Facility and/or patient care.

11. No Discrimination. The School and Facility agree not to discriminate on the basis of race, color, religion, sex, national origin, age, or disability.

12. Background Checks.

(a) The School agrees that each student and faculty member receiving or providing clinical instruction at Facility will complete a background check as required by Facility. Facility requires background checks to be performed by AdvantageStudents. Background checks are to include such information as Facility may request. At the time of execution hereof, such checks shall include the following:

- Criminal History Investigation (7 years, unlimited counties)
- Sexual Offender Registry / Predator Registry

- Social Security Number Verification
- Positive Identification National Locator with Previous Address
- Maiden / AKA Name Search
- Medicare / Medicaid Sanction Search, through National Practitioner Data Bank
  - Office of Inspector General (OIG) Search
  - General Services Administration (GSA) Search
  - FDA Debarment Check
- National Wants & Warrants Submission
- Investigative Application review (by Licensed Investigator)
- National Practitioner Data Bank Misconduct Registry Search
- Executive Order 13224 Terrorism Sanctions Regulations
- Search of Healthcare Employment Verification Network (HEVN)

(b) Student and faculty background checks must be completed within six (6) months prior to the beginning of the first clinical rotation at Facility. Provided that the student / faculty maintains continuous enrollment / employment with the School, no additional background checks will be required.

(c) School will make each background check available to Facility. Facility prefers that each background check be archived, maintained, and accessible by Facility for review online.

(d) In the event that Facility determines that a student or faculty member is ineligible to provide or receive services at Facility, Facility will promptly notify School and School will not send such student or faculty member to Facility.

13. Indemnification. To the fullest extent allowed by law and unless otherwise provided herein, each party agrees to indemnify, hold harmless, and defend the other party from and against any and all claims, demands, actions, settlements, costs, damages or judgments, including reasonable attorney's fees and litigation expenses, based upon or arising out of the activities described in this Agreement, to the extent that such claims, demands, actions, settlements, costs, damages, or judgments relate to its own negligence, actions or omissions or that of its agents, representatives, students, as applicable, or employees. This Section will survive the termination of this Agreement. This section will apply to government entities only to the extent that such entities are not entitled to governmental immunity. Any legal or equitable relief for School from Facility will be limited to the same legal or equitable relief that is available for Facility from School.

14. Investigation. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility will have the right to investigate any incident or occurrence and School will cooperate fully with such investigation.

15. Confidentiality. School, its employees, students and representatives agree to keep confidential all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). School also agrees to inform its students about their obligations under federal and state law to keep Confidential Information from third parties. In particular, but without limitation, School will educate each student or faculty member participating in activities hereunder, in his or her responsibility to safeguard protected health information under the HIPAA Privacy Rule.

16. Student Information. Facility acknowledges that the information provided by School, or others on behalf of the School, that directly relates to any student, including academic information, professional information (e.g. licenses obtained, suspension, revocation); training and/or certification; health information;

and the results of any criminal background check and/or drug testing/ treatment information is protected by the Family Educational Rights and Privacy Act (FERPA). Facility agrees that it (1) will protect the confidentiality of student information; (2) will not use student information for any purpose other than to carry out the purposes of this Agreement; and (3) will not disclose student information except to individuals within its organization who have a need to know student information.

17. a) School represents and warrants to Facility that neither School nor any of its owners, officers, directors, employees, or agents ("School Representatives") is an Ineligible Person. For purposes of the representations and warranties contained herein, an "Ineligible Person" is an individual or entity who: (i) is currently excluded, debarred, suspended, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C § 1320a or in federal procurement or non-procurement programs (the "Federal Health Care Programs"); or (ii) has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible to participate in the Federal Health Care Programs. School further represents and warrants to Facility that, to the best of School's knowledge, neither School nor any of the School Representatives is under investigation or otherwise engaged in conduct which may result in School or one of the School Representatives, as the case may be, becoming an Ineligible Person.

b) The foregoing representations and warranties shall be ongoing during the term of this Agreement, and School shall immediately notify Facility of any change in their status. Any breach of the representations and warranties herein shall give Facility the right to terminate this Agreement for cause as of the date of breach or at such other subsequent time as Facility may elect.

18. Miscellaneous Provisions. This Agreement will be governed by, construed and applied in accordance with the laws of the State of Georgia. Resolution of all disputes arising pursuant to this Agreement will be exclusively in the Superior Court of Habersham County, Georgia and the parties hereto hereby submit to the jurisdiction of the Superior Court of Habersham County, Georgia and agree that venue is proper in such Court and hereby waive any jurisdictional or venue rights they may have otherwise. Failure of Facility to insist upon strict compliance with the terms of this Agreement, including any omission by Facility to take action on account of any default by School hereunder shall not constitute a waiver and shall not affect Facility's right to strictly enforce the terms of this Agreement. This Agreement shall not be amended or modified except by an agreement in writing, signed by the parties hereto. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused their duly authorized agents to execute this Agreement as of the day and year first above written.

FACILITY: Northeast Georgia Medical Center Habersham, LLC

Facility Representative: \_\_\_\_\_  
Printed Name and Title: \_\_\_\_\_  
Date: \_\_\_\_\_

SCHOOL NAME: **Habersham County Emergency Services**

School Representative: \_\_\_\_\_  
Printed Name and Title: \_\_\_\_\_  
Date: \_\_\_\_\_

