

HABERSHAM COUNTY BOARD OF COMMISSIONERS

EXECUTIVE SUMMARY

SUBJECT: MOA with Northeast Georgia Medical Center – Habersham LLC

DATE: 05/15/2023

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL-

COMMISSION ACTION REQUESTED ON: May 15, 2023

PURPOSE:

To obtain approval from the Habersham County Board of Commissioners to enter into an agreement with Northeast Georgia Medical Center – Habersham LLC to purchase medications to be used in the treatment and care of HCES patients.

BACKGROUND / HISTORY:

- a. EMS administers medications to patients as part of the treatment and care.
 - b. Many of the medications are lifesaving and are administered by Advanced EMTs and Paramedics.
 - c. Since the combining of the departments in 2018, Habersham Medical Center provided pharmaceuticals to Habersham County Emergency Services.
 - d. A price comparison was conducted this year with 2 of the service's suppliers. There is substantial savings in maintaining the current arrangement.
 - e. All medications have been approved by Dr. Jerrod Pippin, HCES Medical Director.
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FACTS AND ISSUES:

- a. Effective June 30, 2023, the current agreement with HMC will become mute as Northeast Georgia Health Systems is slated to assume operations of the hospital.
 - b. NGMC-Habersham will supply the medications as HMC has done over the past 5 years since the merger in 2018.
 - c. It is the most cost-effective to use NGMC-Habersham to supply the medications for Habersham County Emergency Services.
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OPTIONS:

- 1) Approve recommendation – Approve the agreement between Habersham County and Northeast Georgia Medical Center – Habersham LLC.
 - 2) Deny recommendation – Deny the request for the agreement
 - 3) Commission defined alternative -
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RECOMMENDED SAMPLE MOTION: Motion for the approval of the agreement between Northeast Georgia Medical Center – Habersham and Habersham County to supply the medications to Habersham County Emergency Services.

DEPARTMENT:

Prepared by:

Jeffrey D. Adams

Director: _____

Jeffrey D. Adams _____

ADMINISTRATIVE

COMMENTS: _____

_____ **DATE:** _____

County Manager

RECOMMENDED SAMPLE MOTION: Motion for the approval of the agreement between Northeast Georgia Medical Center – Habersham and Habersham County to supply the medications to Habersham County Emergency Services.

DEPARTMENT:

Prepared by:

Jeffrey D. Adams

Director: _____

Jeffrey D. Adams _____

ADMINISTRATIVE

COMMENTS: _____

_____ **DATE:** _____

County Manager

STATE OF GEORGIA
COUNTY OF HABERSHAM

AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July, 2023 by and between NORTHEAST GEORGIA MEDICAL CENTER HABERSHAM, LLC, a Georgia not for profit corporation, hereinafter referred to as “Hospital” and HABERSHAM COUNTY D/B/A HABERSHAM COUNTY EMERGENCY SERVICES, with its principal office located at 4263 Hollywood Highway, Clarkesville, Georgia 30523, hereinafter referred to as “HCES.”

WITNESSETH

WHEREAS, the County of Habersham operates in Habersham County, Georgia an ambulance service known as Habersham County Emergency Services (HCES) which is and shall be duly licensed under the laws of the State of Georgia; and

WHEREAS, HCES shall have in its employ certain Habersham County employees who have been certified by the State of Georgia, Department of Human Resources, as Emergency Medical Technicians in accordance with Georgia law, and additional Habersham County employees who have been certified by the State of Georgia Department of Human Resources, as Paramedics in accordance with Georgia law, and

WHEREAS, Hospital desires to sell and HCES desires to acquire for said duly licensed ambulance service certain intravenous solutions and drugs for use by HCES currently certified Emergency Medical Technicians and Paramedics in accordance with Georgia law, and

WHEREAS, the parties desire to set forth the terms and conditions of their agreement,

NOW THEREFORE, for and in consideration of the foregoing recitals and the mutual covenants and promises hereinafter set forth, the parties hereto do hereby agree as follows:

I. REPRESENTATIONS

- a. HCES represents and warrants that it shall operate in Habersham County, Georgia, an ambulance service duly licensed under the laws of the State of Georgia and that upon the execution hereof and at the reasonable request of Hospital during the term hereof, shall provide evidence thereof to Hospital.

- b. HCES further represents and warrants that during the term of this contract it shall have in its employ Emergency Medical Technicians, Advanced Emergency Medical Technicians, and Paramedics who are Habersham County employees duly certified under the laws of the State of Georgia and that it shall provide to Hospital upon the execution hereof and from time to time upon the reasonable request of Hospital during the term hereof the names and evidence of the certification of each such Emergency Medical Technician, Advanced Emergency Medical Technicians, and Paramedic under the laws of the State of Georgia.
- c. HCES further represents and warrants that the intravenous solutions and drugs which are the subject hereof (the "Drugs") have been approved by the State Medical EMS Director as drugs which can be administered by a currently duly certified Emergency Medical Technician, Advanced Emergency Medical Technicians, or Paramedic and that such Drugs will be administered only by a currently certified Emergency Medical Technician, Advanced Emergency Medical Technicians, or Paramedic, pursuant to the order of a physician duly licensed by the State of Georgia.
- d. HCES and Hospital agree that Hospital shall have no obligation to make the sales referenced herein if any of the representations and warranties herein set forth are not continuing and correct during the term of this contract.
- e. Subject to all conditions herein contained, and for use solely in connection with the operation of the duly licensed ambulance service, Hospital agrees to sell to HCES and HCES agrees to purchase from Hospital upon the execution hereof and compliance herewith, intravenous solutions and drugs sufficient to supply the licensed ambulances of HCES. HCES shall pay Hospital for the intravenous solutions and drugs the cost to Hospital of each item which shall be adjusted from time to time as costs to Hospital are adjusted plus 7.5% of such cost to cover procurement and billing costs. HCES and Hospital agree that the costs on the date hereof of the intravenous solutions and drugs referenced above are as set forth on Exhibit "A" attached hereto.
- f. Hospital and HCES agree that Hospital shall bill HCES monthly for the intravenous solutions and drugs sold hereunder and that HCES shall pay said payments by the

15th day of the following month. Hospital and HCES agree that the aforesaid approved intravenous solutions and drugs shall be subject to this contract and that the control, procurement, handling and accountability of said intravenous solutions relative to ambulance services rendered by HCES shall be strictly in accordance with Georgia law. Hospital and HCES agree that said intravenous solutions and drugs referenced above are prescription drugs. The accountability thereof may be increased from time to time by the parties hereto.

- g. HCES agrees that the intravenous solutions and drugs shall be administered only in connection with the operation of duly licensed ambulance service and only by currently certified Emergency Medical Technicians, Advanced Emergency Medical Technicians, or certified Paramedics, pursuant to the order of a physician duly licensed by the State of Georgia as the same may now exist or hereafter be amended and the laws, rules, and regulations of the Federal Government as the same may now exist or hereafter be amended
- h. Hospital and HCES agree that said drugs referenced above shall be subject to the control and responsibility of Advanced Emergency Medical Technicians, or Paramedics who shall be the only employee of HCES entitled to a key and access thereto. All access to the Paramedic Drug Compartments shall be under the direct personal supervision of the Advanced Emergency Medical Technicians, or Paramedic. All use and accountability of the drugs contained therein shall be in accordance with the Controlled Substances Act of Georgia (O.C.G.A. § 16-13-20 et. seq.), and any other laws and regulations relating thereto. The accountability thereof may be increased from time to time by the parties hereto.

II. TERMINATION

Hospital and HCES agree that this contract shall be terminated as follows:

- a. Immediately upon the termination of the license of HCES for the operation of emergency ambulance service in Habersham County, Georgia.
- b. Subject to (a) above Hospital and HCES agree that the following shall result in termination hereof if uncured within fifteen (15) days from the date of written notice thereof:

- i. The violation of any law, rule or regulation now existing or hereafter in force governing the administration of the intravenous solutions or the drugs, which are the subject hereof, by HCES or any of its employees, except that where the continuation hereof during said fifteen (15) day period shall amount to a continued violation, in which event performance hereunder may be suspended by either party until final termination or cure;
- ii. Upon any representation as set forth in Section (I) hereof ceasing to be true; except that performance hereunder may be suspended by either party during said fifteen (15) day period until final termination or cure;
- iii. Upon the failure of either party hereto to observe and perform the agreements contained herein, said termination to be at the written election of the other party within fifteen (15) days after the discovery of the breach.

III. LIABILITY INSURANCE

HCES agrees to have and maintain during the term hereof such general liability insurance with a company authorized to do business in the State of Georgia as will protect them against claims because of property damage, bodily injury or death of any person or persons arising out of the operation of its ambulance service and the use and administration of the intravenous solutions and drugs which are the subject hereof. Such insurance shall have minimum policy limits of One Million Dollars (\$1,000,000) per incident; Three Million Dollars (\$3,000,000) aggregate for bodily injury to or death of persons. Upon Hospital's request, a certificate thereof shall be presented to Hospital. HCES shall indemnify and hold harmless Hospital from the claims of all persons for bodily injury or death or for property damage arising out of the operations of its ambulance service and the use and administration of the solutions and drugs which are the subject hereof.

IV. CERTIFICATION

- a. HCES agrees that a continuing condition of this contract shall be the continued good standing under the license to operate an ambulance service in Habersham County, Georgia which license is in the name of HCES, and its continued employment of Habersham County employees who are currently certified

Emergency Medical Technicians, Advanced Emergency Medical Technicians, and Paramedics.

- b. HCES and Hospital agree that a copy of this contract must be filed with the Georgia Drugs and Narcotics Agency. HCES shall be responsible for such filing.

V. VALIDITY

It is mutually agreed by the parties hereto that if any of the terms and conditions or covenants of this contract are declared to be null and void, and of no force and effect, by any court, then the remaining parts of said contract are to be of full force and effect. However, both Hospital and HCFS covenant and agree that at all times the provisions of this contract are to be in accordance with and subject to all Federal, State and County laws and regulations relating to the subject matter hereof and that any amendment thereto shall constitute an amendment herein.

VI. NOTICES

Any notices hereunder shall be given in writing and delivered personally or by Certified Mail, Return Receipt Requested, effective the date of depositing in the mail, addressed as follows:

TO HOSPITAL: Northeast Georgia Medical Center Habersham, Inc.
743 Spring Street
Gainesville, GA 30501
Attention: Legal Department

TO HCES: Habersham County
Emergency Services
4263 Hollywood Highway
Clarksville, GA 30523
Attention: Director/Chief

Hospital and HCES may change the person to whom notice is to be given and the place at which notices are mailed or delivered by notice complying with the above provision. The return receipt of any notice hereunder sent by registered or certified mail shall be presumed evidence of the delivery of the notice.

VII. AUTHORIZATION

HCES and Hospital represent and warrant each to the other that this agreement has been duly authorized in accordance with law and enrolled on the minutes of each to the extent required by law.

VIII. TERM

The term of this agreement shall be for a period of one (1) year from the date hereof. Unless terminated by either party upon prior written notice given at least ninety (90) days prior to any anniversary date, it shall be automatically renewed for successive one (1) year terms on the same terms and conditions.

IX. MISCELLANEOUS

- a. Assignment. This Agreement may not be assigned without the prior express written consent of the other party hereto. Subject to the foregoing, this Agreement shall be binding upon, enforceable against, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.
- b. Independent Contractor. Nothing in this Agreement will create any association, partnership, joint venture or employer-employee relationship between the parties. Neither party will hold itself out as an agent or employee of the other party nor make any statements, representations, or commitments of any kind, or take any action purported to be binding on the other party.
- c. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date mentioned above.

NORTHEAST GEORGIA MEDICAL CENTER HABERSHAM, LLC

BY: _____

TITLE: _____

Date: _____

HABERSHAM COUNTY

BY: _____

TITLE: _____

Date: _____

**EXHIBIT “A” TO AGREEMENT BETWEEN NORTHEAST GEORGIA MEDICAL
CENTER HABERSHAM, LLC AND HABERSHAM COUNTY**

The intravenous solutions and drugs and the costs thereof to be supplied by Hospital to HCES are set forth below:

0.9% NaCl 10ml PFS (flush)
0.9% NaCl 10ml vial
0.9% NaCl 1,000ml IV bag
0.9% NaCl 100ml IV bag
0.9% NaCl 250ml IV bag
0.9% NaCl 500ml IV bag
Acetaminophen 325mg/10.15ml oral susp
Adenosine 12mg/4ml vial
Adenosine 6mg/2ml vial
Albuterol 2.5mg/3ml (0.083%) NEB
Albuterol/ Ipratrop (Duoneb) NEB
Amiodarone 150mg/3ml vial
Aspirin 81mg Chewable tab
Atropine 1mg/10ml PFS
Brilinta 90mg
Calcium Chloride 10% (1gm/10ml) PFS
Cefazolin 2gm
Dextrose 50% (25gm/50ml) PFS
Dextrose 5% Water 250mL bag
Diltiazem 25mg/5ml vial
Diazepam 10mg/ 2ml vial
Diphenhydramine 50mg/ml vial
Dopamine Premix 400mg/ 250ml
Epinephrine 1mg/10ml PFS
Epinephrine 1:1,000 (1mg) amp

Famotidine Premix 20mg/50ml
Fentanyl 100mcg/ 2ml vial
Furosemide 100mg/10ml vial
Glucagon 1mg vial
Glucose 15gm oral gel
Heparin 5,000 units vial
Hydralazine 20mg/ 1ml vial
Ibuprofen 100mg/ 5ml oral Susp.
Ketamine 500mg/ 5ml vial
Ketorolac 30mg/ml vial
Labetalol 20mg/ 4ml PFS
Lidocaine Premix 2gm/ 500ml
Lidocaine 2% (100mg/ 5ml) PFS
Magnesium Sulfate 1gm/ 2ml vial
Methylprednisolone Sodium Succinate 125mg inj.
Metoprolol Tartrate 5mg/ 5ml vial
Midazolam 10mg/ 2ml vial
Morphine 10mg/ ml vial
Naloxone 2mg/ ml PFS
Nitroglycerin 0.4mg tab
Norepinephrine 4mg/4ml
Ondansetron 4mg/ 2ml vial
Promethazine 25mg/ ml vial
Racepinephrine 2.25% NEB
Sodium Bicarbonate 8.4% 50ml PFS
Sterile Water 10ml vial
Thiamine 200mg/ 2ml vial
Tranexamic acid 1000mg/10ml