

HABERSHAM COUNTY BOARD OF COMMISSIONERS

EXECUTIVE SUMMARY

SUBJECT: Habersham County and Hall County MOA as a clinical site.

DATE: 09/05/2025

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL-

COMMISSION ACTION REQUESTED ON: 09/15/2025

PURPOSE: To gain approval of the Memorandum of Agreement between Habersham County and Hall County for the purpose of Habersham County Emergency Services students to be permitted to ride on Hall County Med Units during their clinical rotations.

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BACKGROUND / HISTORY:

- a. Many educational institutions, both public and private, have used Habersham County Emergency Services as a site for their students to gain clinical experience and training.
- b. Habersham County Emergency Services is hosting a Georgia Trauma Commission grant funded Emergency Medical Technician class.
- c. Students in the class include our recruits (10), staff from Baldwin (4-5) and Cornelia Fire Departments (2).

FACTS AND ISSUES:

- a. The Georgia State Office of EMS educational requirements are both chronologically and objective based.
- b. 48 hours are required on a med unit. 4 – 12 hours shifts.
- c. 20 patient assessments – 2 pediatric, 5 adult and 5 geriatric – minimums
- d. HCES has 3 med units busy enough for a student to gain the required items.
- e. In order to facilitate the needed schedule, 5 days have been set aside as clinical days.
- f. More med units are needed to accomplish the needed objectives
- g. We have served as a clinical site for Hall County in the past.
- h. Students are covered by Worker's Compensation by the department they are employed.

OPTIONS:

- 1) Approve recommendation: Approve the MOA to permit Habersham County Emergency Services Training Center students to use Hall County Fire Rescue as a clinical site.
 - 2) Deny recommendation:
 - 3) Commission defined alternative:
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RECOMMENDED SAMPLE MOTION:

I make a motion to allow Hall County Fire Rescue to serve as a clinical site for Habersham County Emergency Services Training Center students.

DEPARTMENT:

Prepared by:

Jeffrey D. Adams

Director: __

Jeffrey D. Adams_____

ADMINISTRATIVE

COMMENTS:_____

_____ **DATE:** _____

County Manager



Office of EMS and Trauma

EMT File Review

Last Modified
9/9/2024

Student Name: _____ 0
 OEMS ID Number: _____ 0
 OEMS Course Approval Number: _____ 0
 Course Program Name: _____ 0
 Course Completion Date: _____ 0
 Course Coordinator/Program Director (Name/License #): _____ 0

NSS = Not State Specified

CLINICAL/FIELD HOURS	OEMS	COMPLETED	
	Total Min	Hours	Total
Clinical/Field Area			
Field: Ambulance	24		0
Field: MFR (1)	NSS		0
Clinical (1)	NSS		
TOTAL HOURS	48	0	0

(1) Up to 24 hours may be performed on a MFR/Clinical

PATIENT ASSESSMENT BY AGE	OEMS	COMPLETED	
	Total Min	Field/Clinical	Total
Age Group			
Pediatric (0-18 years)	2		0
Adult (19-64 years)	5		0
Geriatric (65+ years)	5		0
TOTAL ASSESSMENTS	20	0	0

As the **student** named above, I hereby attest that I have completed the above hours, skills, and patient assessments during the lab/field/clinical portion of the EMT program, all numbers listed above may be verified in a lab/field/clinical portfolio available at the stated program location, and that I understand that falsification of this record may be grounds for dismissal from the program or sanction of an EMS Provider license that may be issued to me following the completion of this program, or that I may already possess.

Student Name (printed)

Student Signature

Date Signed

SKILLS COMPLETED		OEMS	COMPLETED	
		Total Min	Field/Clinical	Total
Skill				
Vital Signs (B/P, Pulse, Respirations)		20		0
Transports		10		0
GEMSIS Elite PCRs		10		0
SCENARIOS		OEMS	COMPLETED	
		Total Min	Lab	Total
Simulated Only				
Pediatric	Respiratory/Cardiac	1		0
	Medical	1		0
	Trauma	1		0
Adult	Cardiac	1		0
	Medical	1		0
	Trauma	1		0
Geriatric	Cardiac	1		0
	Medical	1		0
	Trauma	1		0

As the **course coordinator/program director** named above, I hereby attest that this student has completed the above hours, skills, and patient assessments during the lab/field/clinical portion of their EMT program, all numbers listed above may be verified in a lab/field/clinical portfolio available at the stated program location, and that I understand that falsification of this record may be grounds for sanction of my EMS Instructor & Provider license.

Course Coordinator/Program Director Name (printed)

Course Coordinator/Program Director Signature

Date Signed

One copy of this document should be given to the student, with the original retained by the Course Coordinator. The Course Coordinator/Program Director will upload this document as part of the student portfolio prior to the student being cleared to take the NREMT EMT level exam. This document will be made available to the Office of EMS & Trauma upon request.

**Memorandum of Agreement between
Habersham County, Georgia, acting on
behalf of Habersham County
Emergency Services and
Hall County, Georgia**

I. Purpose:

The purpose of this Memorandum of Agreement ("Agreement") is to provide instruction and practice for Habersham County Emergency Services EMS Students ("Students") at Hall County, Georgia's Hall County Fire Rescue facility. The instruction and practice are intended to benefit the Students in accomplishing their educational goals and create a highly trained work force.

II. Parties:

Habersham County, Georgia, acting on behalf of Habersham County Emergency Services (hereinafter "HCES") and Hall County, Georgia (hereinafter the "County"). Within this Agreement, Hall County Fire Rescue, a department of Hall County, Georgia, shall be referred to as the "Facility."

III. Affiliating Agreement

This is a mutual Agreement between the County and Habersham County, Georgia, acting on behalf of HCES that provides for the Facility to accept Students in the EMS programs, for HCES training staff coordinated clinical experience in the Students' field of study. In addition, this agreement provides:

- A. Educational experiences will be provided by HCES and the Facility without regard to race, color, national origin, sex, religion, disability, genetic information or 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, HCES shall maintain control over the curriculum offered to the 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, in writing, by the HCES 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 written mutual agreement of the parties and at any time may be modified by written 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 HCES training staff. Students or HCES training staff may request treatment from the Facility at their own personal expense. HCES does not accept any liability or responsibility whatsoever for treatment individually requested by a Student or HCES training staff.
- G. Clinical rotation(s) will be planned by HCES training staff, in conjunction with the Facility's representative, to meet requirements mandated by HCES and/or licensing/certification Board.

IV. The County Agrees To The Following:

- A. Provide a program of clinical experience through the Facility for the Students to engage in to benefit their knowledge of the Student's program of study at HCES. The number of hours and experience may vary each year but will be mutually agreed upon with HCES.
- 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, insofar as their presence affects the operation of the Facility and/or patient, client or customer care.
- C. Observe the following personnel policies:
 - 1. HCES training staff and Students will be permitted to observe the HCES 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 HCES uniform or conform to Facility policies regarding acceptable dress during the clinical experience.
 - 4. HCES training staff will be under the full jurisdiction of Habersham County Emergency Services.
- D. The County shall maintain insurance as it deems advisable to protect

itself as appropriate given HCES limitations on liability for damages as described below in Paragraph V, subsections (I), (J) and (K)

- E. The County is prohibited by the Constitution of Georgia from contracting to indemnify or hold harmless any individual or entity. See Ga. Const. 1983, Art. III, Sec. VI, Para. VI and Article VII, Sec. IV, Para. VIII. Accordingly, the County shall not be responsible for defending or indemnifying the College from any claim brought by any third party against HCES.
- F. Make provisions for orientation of HCES training staff to the facilities, philosophies, and policies of the respective Facility. Such orientation shall include instruction on the Facility's and/or the County's privacy policies and procedures, particularly as related to patient health or other confidential information.
- G. 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.
- H. In a case of improper exposure to bodily fluids, airborne tuberculosis, pathogens, antibody and or antigen by a Student or HCES training staff 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 HCES infection control personnel.
- I. Facility staff shall, upon request, assist HCES and HCES training staff in the evaluation of the learning and performance of participating Students. The County and the Facility agree to keep confidential any Student records or information it may obtain unless they have obtained prior written consent from the Student.
- J. 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 HCES.
 - 2. The training is for the benefit of the Students.
 - 3. The Students do not replace regular employees of the Facility or the County but work under constant supervision of Facility employees.

4. The County and the Facility that provide the internship derive 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 or the County at the conclusion of the training period; and
 6. The County, the Facility, and the Students understand that the Students are not entitled to wages for the time spent on training.
- K. Provide a safe work environment for HCES training staff and Students.
- L. Assist and cooperate with HCES in investigations related to complaints related to the educational experience at the Facility.

V. HCES Training Center Agrees To The Following:

- A. Ensure that HCES Student Code of Conduct is enforced for the Students at the Facility. Any Student whose behavior, conduct, attitude, or attire conflicts with HCES Student Code of Conduct will be subject to appropriate disciplinary actions.
- B. Provide HCES training staff 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 HCES training staff who have experience in 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 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 HCES training staff member has professional liability insurance with minimum coverage of one million dollars to cover his or her acts or omissions.
- J. HCES 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 College also maintains workers' compensation insurance through the State of Georgia.
- K. HCES 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. HCES shall, to the extent required by law or policy, offer to Students and HCES training staff 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. HCES shall follow then current Habersham County policy following an exposure of a HCES training staff or Student.
- M. Maintain the following information on each Student and HCES training staff member who will be participating in clinicals:

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

VI. Withdrawal of Student from Facility

- A. The Facility may request HCES 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 HCES or Facility.
- B. HCES 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 Habersham County Emergency Services:

Jeffery Adams
Fire Chief
4263 Hollywood Highway
Clarksville, GA 30523
706-839-0576
jadams@habershamga.com

For the Facility:

Jonathan Cannon
770-630-1576
jocannon@hallcounty.org

Prohibition of Gratuities

All 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.

VIII. Additional Mutual Agreements

A. Background Check and Drug Screen

Before the Student begins his or her educational experience at the Facility, each Student may be required by the Facility or the County to submit to [drug testing, background check, etc.]. 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 HCES.

B. Confidentiality

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

HCES acknowledges that the Facility and/or the County 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. HCES, Students and HCES training staff shall not request, use or further disclose any Protected Health Information ("PHI") other than for the treatment and training purposes specified in this Agreement. HCES will promptly report to the Facility and the County any uses or disclosures of which HCES becomes aware of PHI in violation of this Agreement.

C. Licensing

HCES will not knowingly assign any HCES training staff to the Facility who are not appropriately licensed or certified and will make evidence of the licensure or certification of its assigned training staff available to the Facility upon request.

D. Exposures to Bloodborne or Other Pathogens

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

IX. 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 October 1st, 2026.
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 which 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
Board of Commissioners, on behalf of
Habersham County Emergency Services

Hall County, Georgia, Board of
Commissioners

Jimmy Tench
BOC Chairman

David Gibbs
BOC Chairman

Date

Date

Attest:

Attest:

Brandalin Carnes, County Clerk

Jennifer Rivera, County Clerk

Habersham County Emergency Services does not discriminate based on 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.