

**HABERSHAM COUNTY BOARD OF COMMISSIONERS**

**EXECUTIVE SUMMARY**

**SUBJECT: Memorandum of Agreement with Georgia EMS Academy Consortium**

**DATE: 11/01/2024**

**RECOMMENDATION**

**POLICY DISCUSSION**

**BUDGET INFORMATION:**

**STATUS REPORT**

**ANNUAL-**

**OTHER**

**CAPITAL-**

**COMMISSION ACTION REQUESTED ON: November 18th, 2022**

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**PURPOSE:**

To seek approval to enter an agreement with Georgia EMS Academy Consortium for the students of the same to attend clinical opportunities with Habersham County Emergency Services.

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**BACKGROUND / HISTORY:**

- a. All initial education programs for EMT, AEMT and Paramedics are required by the State Office of EMS to meet defined objectives as part of the program of study.
- b. HCES serves as an excellent clinical site because of the call volume, nature of the calls, and positive atmosphere created by the staff.
- c. The teaching environment proves beneficial for both the student and the HCES staff.
- d. This opportunity serves as an excellent environment to see prospective future employees of HCES.

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**FACTS AND ISSUES:**

- a. The students are operating as a 3<sup>rd</sup> rider/person only. The students will not be operating any of the med units or apparatus.
- b. The students will be performing to the skill level trained and only in the presence of a HCES employee of greater training.
- c. The students are covered by medical malpractice insurance through the educational institution. Georgia EMS Academy Consortium maintains an insurance policy in the amount of (\$1,000,000.00) one million dollars per each occurrence with a maximum of (\$5,000,000.00) five million dollars per policy period to cover acts or omissions of the students.

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**OPTIONS:**

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

Motion to approve the agreement with Georgia EMS Academy Consortium to allow their students to work toward completing the State Office EMS required clinicals as part of their initial EMS education.

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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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## MEMORANDUM OF AGREEMENT

Between

HABERSHAM COUNTY, GEORGIA EMERGENCY SERVICES

And

GEORGIA EMS ACADEMY CONSORTIUM

**I.** The purpose of the Memorandum of Agreement is to provide related instruction and practice as a part of the respective education program designed to benefit the students in accomplishing their goals.

**II.** AFFILIATING AGENCIES

Georgia EMS Consortium and HABERSHAM County, Georgia Emergency Services

**III.** AFFILIATION AGREEMENT

This is a mutual agreement between the Affiliating Clinical Institution and the School that provides for the Affiliating Clinical Institution to accept students in the nursing and allied health programs for faculty-supervised clinical experience. It is acknowledged by both parties that each party is an independent contractor and that nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, or to allow either party to exercise control or direction over the manner and method by which the other party performs its duties under this Agreement. In no event shall the employees or agents of "DEPARTMENT" be considered to represent themselves as agents, officers, servants, or employees of the "SCHOOL" (or vice versa). In addition, this agreement makes for the following procedures:

**A.** The School and the Affiliating Clinical Institution jointly agree that students will be accepted and assigned to jobs and otherwise be treated without regard to race, color, national origin, sex, religion, age, handicap or disability.

**B.** The Affiliating Clinical Institution 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.

**C.** The Affiliating Clinical Institution will not be required to provide free treatment for injuries to students or instructors which occur during clinical assignments. Students or instructors may request treatment at personal expense. The School shall, to the extent required by law or policy, offer to participants 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 Safety and Health Administration and the Centers for Disease Control Prevention.

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

Affiliating Clinical Institution will use its best efforts to appropriately test the source patient and to obtain the patient's consent to disclosure of test results, to the School's infection control officer.

- D. The Affiliating Clinical Institution will retain responsibility for the care of the patients and will maintain administrative and professional supervision of students, insofar as their presence affects the operation of the department and/or patient care.
- E. Clinical rotation will be planned by the faculty of the respective programs, in conjunction with the Affiliating Clinical Institution's representative, in order to meet requirements mandated by respective School, licensing/certification Board.
- F. No instructor or student will receive monetary or other reimbursement from the Affiliating Clinical Institution for work done during clinical rotation.

**IV. THE AFFILIATING CLINICAL INSTITUTION AGREES TO:**

- A. Provide a program of clinical experience for the students to engage in so as to benefit their knowledge of the respective program. The number of hours and experience may vary each year but will be mutually agreed upon with the School. The clinical experience is limited to ambulance rotations.
- B. Observe the following personnel policies:
  - 1. Students to observe the clinical hours/days mutually agreed upon with the School. Permit faculty and students to observe School calendar for holidays and events.
  - 2. Students to be allowed to make up time lost due to unavoidable absences as scheduled with the Affiliating Clinical Institution.
  - 3. Students shall wear the accepted School uniform during clinical experience.
  - 4. Make provision for orientation of faculty members of the School to the facilities, philosophies, and policies of the Affiliating Clinical Institution.
  - 5. Assist in the orientation of the student, to the Affiliating Clinical Institution and clear channels of administration for the use of equipment and records as necessary for teaching purposes and in accordance with Affiliating Clinical Institution policies.

- V. THE SCHOOL AGREES TO:**
- A.** Assure those students with unsatisfactory performance (grade of less than C) in the classroom and/or clinical practicum will not be placed on clinical assignments.
  - B.** Provide specific written clinical behavioral objectives for the Clinical Institution staff prior to student rotation. Conferences will be scheduled with Affiliating Clinical Institution staff during rotation to discuss student learning, student performance and patient services.
  - C.** Submit a schedule with names of affiliating students at least two weeks prior to the affiliation date.
  - D.** Provide for all administrative functions required by the Affiliating Clinical Institution necessary for smooth operation of the program (i.e., joint review of the use of clinical facilities.)
  - E.** Assure observance of Affiliating Clinical Institution policies and procedures by the students and faculty and will further comply with the Joint Commission, State and Federal Standards and Practices.
  - F.** Assure that each student and faculty member has professional liability insurance in the amount of (\$1,000,000.00) one million dollars per each occurrence with a maximum of \$5,000,000.00 per policy period to cover acts or omissions in the amount mutually agreed upon by the School and Affiliating Clinical Institution. School maintains a facility/Corporate" insurance policy in amount of (\$1,000,000.00) one million dollars per each occurrence with a maximum of \$5,000,000.00 per policy period to cover acts and omissions mentioned above.
  - G.** Assure that each student has had a physical and dental exam before entering clinical practicum. Students will also document completion of immunizations Hep B, MMR, and TB Tyne test. Documentation will be provided to the Affiliating Clinical Institution upon request.
  - H.** Assure that students have been educated on current HIPPA guidelines before beginning clinical rotations. The SCHOOL agrees not to require its students to use or disclose any individually identifiable health information about any patients of "DEPARTMENT" in any reports, essays, class discussions, etc. and agrees to report to "DEPARTMENT" any unauthorized use or disclosure of protected health information obtained from access to patients or records of "DEPARTMENT", if the "SCHOOL" becomes aware of any such unauthorized use of disclosure.
  - I.** Provide clinical preceptor training and document per State Guidelines (T-2B)
  - J.** Students shall wear name tags identifying their status with the "SCHOOL", and clearly display their name, identifying them as "Emergency Medical Technician Students" or other similar identification as required by "DEPARTMENT" and acceptable to the "SCHOOL".
  - K.** Provide appropriate "DEPARTMENT" officials records that indicate the names of all participating students enrolled in the clinical program, permanent home address, and permanent home telephone numbers. SCHOOL provides the DEPARTMENT with a copy of student criminal background checks.
- VI. OTHER SPECIAL CONDITIONS/REVISIONS AS AGREED TO JOINTLY.**
- A.** Visits by "SCHOOL": "SCHOOL" may make on-site visits to evaluate students'

learning experience upon reasonable notice to “DEPARTMENT” subject to such rules and regulations as may be established by “DEPARTMENT” for such visits.

**B.** Licenses: “SCHOOL”, and each student and preceptor associated with the “SCHOOL” program, shall be responsible for furnishing “DEPARTMENT” with a copy of all licenses, which are required in order for the student and/or preceptor to perform the functions contemplated herein.

**C.** Governing Law: This Agreement has been executed and delivered in and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Georgia.

**D.** OSHA Guidelines: “SCHOOL” warrants to “DEPARTMENT” that all students rendering activities at “DEPARTMENT” under this Agreement have been oriented to and are fully aware of OSHA's federal guidelines for blood born pathogens and tuberculosis. Additionally, all students have been instructed and certified in the use of medically required personal protective equipment.

**E.** NOTICE: Notice to the parties shall be in writing posted by U.S. Mail, certified postage prepaid, return receipt requested, deemed to be served on the day of mailing; if sent by some other mode of communication, the notice is deemed served on the date of receipt to: CrewSolutions, Inc., POB 127, Demorest, Ga 30535, 404.806.0584

**VII.** The Affiliating Clinical Institution may require the School to withdraw any student whose work or conduct may have a detrimental effect on patients or personnel; and/or reserve the right not to accept any student who has previously been discharged by Affiliating Clinical Institution for reasons which would make acceptance as a clinical student inexpedient.

The School may request the withdrawal of any student whose progress, achievement, or adjustment does not justify continuance in the School education program.

**VIII. DISCONTINUATION/TERMINATION OF AGREEMENT:**

This agreement shall be effective **December 1, 2024** and shall continue in effect until **November 31, 2026** provided, however, that either party may terminate this agreement upon 90 day notice in writing to the other. If either party wishes to terminate this agreement it is understood that students enrolled in the program shall be given the opportunity to complete the full sequence of clinical rotations in the education program.

CrewSolutions, Inc (GeorgiaEMSAcademy.com)	HABERSHAM County Board of Commissioners
_____ Matthew G. Crews CEO Date: _____	_____ Commission Chairman Ty Akins Date: _____