

HABERSHAM COUNTY BOARD OF COMMISSIONERS

EXECUTIVE SUMMARY

SUBJECT: Memorandum of Agreement with North Georgia Nursing Academy.

DATE: 01/30/2025

RECOMMENDATION

POLICY DISCUSSION

BUDGET INFORMATION:

STATUS REPORT

ANNUAL-

OTHER

CAPITAL-

COMMISSION ACTION REQUESTED ON: 02/17/2025

PURPOSE:

. To seek approval of an MOA with North Georgia Nursing Academy. for the EMT and Advanced EMT students to attend clinical opportunities with Habersham County Emergency Services.

BACKGROUND / HISTORY:

- a. All initial education programs for EMT, AEMT, and Paramedic are required by the Georgia 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 the positive atmosphere created by the staff.
- c. The teaching environment proves beneficial to both the students and the HCES staff.
- d. This opportunity serves as an excellent environment for the prospective future employees of HCES.

FACTS AND ISSUES:

- a. The students are operating as a 3rd 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 an HCES employee of greater training.
- c. The students are covered through medical malpractice insurance through the educational institution. North Georgia Nursing Academy provides the students access to insurance coverage in the amount of (\$1,000,000) one million dollars per occurrence with a maximum of (\$3,000,000) three million dollars per policy period to cover acts or omissions of the students.

OPTIONS:

- 1) Approve recommendation: Approve the MOA with North Georgia Nursing Academy.
 - 2) Deny recommendation: Deny the MOA with North Georgia Nursing Academy.
 - 3) Commission defined alternative:
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RECOMMENDED SAMPLE MOTION:

Motion to approve the MOA with North Georgia Nursing Academy for their students to attend clinical opportunities with Habersham County Emergency Services.

DEPARTMENT:

Prepared by:

Jeffrey D. Adams

Director: __

Jeffrey D. Adams _____

ADMINISTRATIVE

COMMENTS: _____

_____ **DATE:** _____

County Manager

North Georgia Nursing Academy

3616 Southland Drive
Flowery Branch, Georgia 30542
Ph: 770-534-1373 Fax: 770-534-1374
ngnanursing@hotmail.com

Clinical Affiliation Agreement

This Clinical Affiliation Agreement is entered into, by, and among NORTH GEORGIA NURSING ACADEMY and Habersham Co. Emergency Services on their behalf, and on behalf of their subsidiaries, and affiliated Professional Corporations.

The purpose of this Agreement is to guide and direct the parties respecting their affiliation, working arrangements, and agreements in order to provide high-quality, clinical learning experiences for Emergency Medical Services students in the School.

Clinical Program.

- Clinical Site is willing to provide clinical learning experiences at clinical facilities, the location(s) of which will be mutually agreed upon between the parties in writing, for students enrolled in North Georgia Nursing Academy programs, as applicable.
- School and Clinical Site will mutually agree upon the Clinical Program provided to students at clinical facilities. School and clinical site will evaluate students and exchange information related thereto in a mutually agreeable format and time frame. It is expressly acknowledged and agreed by each party that there will be no payment or reimbursement to either party as a result of this Agreement or the Clinical Program.

School Responsibilities.

- School will be solely responsible for instruction and administration of the students' academic education program at School. School is solely responsible for grading student's performance in the education program at School.
- School shall be solely responsible for maintaining all education records and reports relating to the clinical education program completed by the students at clinical facilities.
- School will be responsible for supplying any additional information requested by Clinical Site prior to the participation of students. School will immediately notify Clinical Site in writing of any change or proposed change in students' education status.
- School will inform each student participating in the Clinical Program that they must obtain and maintain evidence of current immunizations required by Clinical Site including, but not limited to, diphtheria, tetanus, poliomyelitis, measles, mumps, rubella (or a positive rubella titer), and hepatitis B immunity status documented by a protective titer.

- In accordance with Bloodborne Pathogen Standard of the Occupational Safety and Health Act, set forth at 29 CFR ~1920.1030 (“**Bloodborne Pathogen Standard**”), School and students will comply with applicable OSHA/CDC requirements. School and Clinical Site will coordinate the provision of protective equipment to each student as reasonably required. School will perform each of the following items and shall not permit any student to participate in the Clinical Program until all such items are completed:
- Provide Clinical Site, upon request, with documentation of a negative Tuberculosis test within the last 12 months or other documentation from a medical provider noting no active Tuberculosis. Neither School nor Clinical Site is responsible for providing or paying for any post-exposure care in the event of a student's exposure to a bloodborne pathogen.
- School will only assign to the Clinical Program those students that have successfully completed the prerequisite didactic portion of the school curriculum pertaining to the Clinical Program and that have evidence of completion of a Healthcare Provider CPR course.
- School shall provide to Clinical Site, upon request, the student's current criminal history background record prior to participating in the Clinical Program.
- School and students shall comply with Clinical Site's policies and procedures relating to the Clinical Program.
- School will provide each student participating in the Clinical Program comprehensive health and accident insurance that provides continuous and adequate coverage during the students' participation in the Clinical Program. Upon Manger request, School will supply Clinical Site with proof of Student's insurance. School and Clinical Site acknowledge and agree that student health care needs, costs, insurance and all related issues are the sole responsibility of the student and not Clinical Site.
- School shall be responsible for informing students of the students' status and responsibilities under this Agreement and the Clinical Site.
- School represents and warrants that it will or has obtained approval from the applicable board of professional regulation or staff assuring that state law, rule or regulation does not prohibit the Clinical Program and student participation in such.
- School asserts that it does not discriminate for any reason prohibited by applicable federal, state, or local laws, including but not limited to race, sex, creed, color, religion, age, national origin, sexual orientation, or individual handicap in any aspect of employment or training. The institution's education programs and services that are offered to students, faculty, and/or employees are administered in a non-discriminatory basis in accordance with provisions of Title

VI and VII of the civil rights acts of 1964, Title VII and VIII of the Public Health Services Act, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment Act of

- 1972, and the Age Discrimination Act of 1975.

Clinical Site Responsibilities.

- Manager will provide students with a clinical education experience within the scope of the healthcare services normally provided by Clinical Site. This shall include providing students with access to sources of information necessary for the Clinical Program; provided however such information is normally accessible by Manager. All activities related to the Clinical Program shall be in accordance with the clinical site's policies and procedures and commensurate with patient rights.
- Clinical Site will designate in writing the individual to be responsible for the Clinical Program ("**Clinical Site Preceptor**"). The Clinical Site Preceptor shall maintain contact with the school and work in good faith with the school to resolve any issues that may arise with respect to the Clinical Program.
- Clinical Site will make available to student's basic supplies and equipment necessary for the care of patients.
- Clinical Site will submit reports on each student's performance and will provide an evaluation to School on forms mutually agreeable to the parties.
- Clinical Site retains full responsibility for the care of patients and shall maintain such care regardless of students' capabilities or availability. Nothing contained in this Agreement or the Clinical Program shall limit or otherwise restrict the ability of Clinical Site to provide all necessary care to patients.
- Clinical Site shall have custody and control of all medical records and charts contained in patient files and neither School nor Student may remove or copy such records.
- Clinical Site will have the right to take immediate action to correct any situation where Clinical Site determines a patient may be at risk of harm. Thereafter, and if such action is the result of the student, Clinical Site shall notify School of the action taken. Clinical Site may also immediately terminate participation by any student in the Clinical Program if Clinical Site determines that a patient may be at risk of harm because of the actions or inactions of a student or if a student otherwise does not comply with the terms of the Agreement.
- In the event a student requires emergency medical care while on-site at Clinical Site's facilities and participating in the Clinical Program, Clinical Site shall provide or arrange for such emergency care. Clinical Site shall not be responsible for any costs associated with such care.

Clinical Site shall have no obligation to furnish any health care to students participating in the Clinical Program.

- Clinical Site asserts that it does not discriminate for any reason prohibited by applicable federal, state, or local laws, including but not limited to race, sex, creed, color, religion, age, national origin, sexual orientation, or individual handicap in any aspect of employment or training. Clinical Site complies with Title VI and VII of the civil rights acts of 1964, Title VII and VIII of the Public Health Services Act, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment Act of 1972, and the Age Discrimination Act of 1975.

Student Status and Responsibility.

- Students are required to comply with all standards, policies and procedures of Clinical Site while participating in the Clinical Program.
- Students will wear name tags and appropriate attire. The identification name tag will be issued by the school. This tag shall be clearly visible and always worn while at Clinical site facilities. Students will provide their own uniforms and are responsible for the cleaning and care of uniforms.
- Nothing in this Agreement may be deemed to create a joint venture, employment, partnership, or other type of relationship between the parties other than that of independent contractors. Clinical Site does not assume any liability under any law relating to Workers' Compensation on account of students performing, receiving training, or traveling pursuant to this Agreement. Clinical Site shall not be obligated to pay student or School any remuneration of any type for services performed because of this Agreement.
- Students shall notify Clinical Site and North Georgia Nursing Academy prior to the scheduled start time if the student will be absent from scheduled participation in the Clinical Program.
- Students shall review and confirm understanding and acceptance of the applicable policies and procedures of Clinical Site prior to performing any service for any of Clinical Site's patients related to such applicable policies and procedures.
- Students shall not perform any service for any of Clinical Site's patients unless student competency in such service has been previously observed and validated by Clinical Site Preceptor.

Term

- This Agreement is effective as of the date this Agreement is executed by Clinical Site and remains in effect for a period of two years unless terminated in accordance with the termination provisions set forth herein.

- Either party may terminate this Agreement at any time without cause upon at least thirty (30) days' prior written notice to the other party. Should notice of termination be given under this Section, students already scheduled for and/or participating in the Clinical Program at Clinical Site's facilities at the time of the notice of termination, shall have an opportunity to complete any previously scheduled clinical assignments.
- Either party may terminate this Agreement immediately if any change of law, rule, or regulation, or interpretation of existing law, rule, or regulation would make this Agreement, or a material portion of a party's performance under this Agreement illegal; or require that any material terms of this Agreement be extended to any nonparty.

Independent Contractors.

- School, its personnel and students are always acting and performing under this Agreement as independent contractors. School will neither have nor exercised any control or direction over the methods by which Clinical Site or its personnel's work is performed. As independent contractors, neither School nor any of its personnel or students performing here under is eligible to participate in any employee benefit program, including, without limitation, vacations, and holiday benefits, of Clinical Site or their parent or affiliated companies.

Insurance.

- Each party will self-insure or maintain at its sole expense, and in amounts consistent with industry standards, no less than \$1,000,000 for each claim and \$3,000,000 taken together, insurance for general and professional liability and such other insurance as may be necessary to insure the respective party, its employees, and agents against any claim or claims for damages arising out of or in connection with its duties and obligations under this Agreement. A certificate of insurance coverage will be provided to Clinical Site upon written request.

Indemnification.

- Each party will indemnify, defend, and hold harmless the other party and such party's directors, officers, agents, and employees from all claims, suits, judgments, demands, and other liabilities (including attorneys' fees and costs) arising out of or relating to the indemnifying party's misrepresentations, breaches of warranties, and/or negligent or intentionally wrongful acts or omissions in connection with the performance of its obligations under this Agreement. This Section will survive the termination of this Agreement.

Patient Confidentiality.

- School shall train students on the requirements of the Health Insurance Portability and Accountability Act, as amended (“**HIPAA (Health Insurance Portability and**

Accountability”), and the related policies and procedures of Clinical Site prior to students' participation in the Clinical Program. School shall ensure that students comply with HIPPA and Clinical Site policies and procedures throughout the Clinical Program. School agrees that students will be required to execute a confidentiality agreement to keep patient's information confidential.

Business Confidentiality.

- The parties acknowledge that certain proprietary and/or confidential technical and business information may be disclosed between the parties. Accordingly, each party will maintain the confidentiality of all such confidential information, including, without limitation, implementing those precautions such party employs with respect to its own proprietary and confidential information and disclosing it only to those employees who have a need to know to effectuate the purpose(s) of this Agreement. In no event will either party use any confidential information to benefit itself or others, except to the extent expressly authorized by this Agreement. Notwithstanding the foregoing, as used in this paragraph the term “confidential information” does not include information that is maintained and/or disclosed by either party in the normal course of its business operations or information that is: generally known to the public or the industry; independently developed by the receiving party; disclosed to the receiving party by a third party without the confidentiality obligations set forth herein; or required to be disclosed by any court or government agency. This Section will survive the termination of this Agreement.

General Provisions.

- Assignment. This Agreement or any right or responsibility under this Agreement may not be assigned or transferred by either party without the prior written consent of the other party, except that Clinical Site may assign this Agreement to its parent or an affiliated company without School's permission.
- Force Majeure. The performance by either party here under will be excused to the extent of circumstances beyond such party's reasonable control, such as flood, tornado, earthquake, or other natural disaster, epidemic, war, material destruction of Clinical Site's facilities, fire, acts of terrorism, acts of God, etc. In such event, the parties will use their best efforts to resume performance as soon as reasonably possible under the circumstances giving rise to the party's failure to perform.
- Notices. All notices provided for herein must be in writing and sent by U.S. Certified mail, return receipt requested, postage prepaid, or by overnight delivery service providing proof of receipt to the addresses of the parties as set forth in this Section. Each party may designate by notice any future or different addresses to which notices will be sent. Notices will be deemed delivered

upon receipt or upon refusal to accept delivery.

If to School:

North Georgia Nursing Academy

Attn: April Kidd

3616 Southland Drive

Flowery Branch, GA 30542

If to Clinical Site:

Habersham Emergency Services

Attn: Jeffrey D. Adams

4263 Hollywood Hwy

Clarksville, GA 30523

- Regulatory Compliance. This Agreement shall be construed to be in accordance with, and each party will comply with, all applicable laws, rules, and regulations for each authority in which services are provided under this Agreement, including, without limitation, all applicable state and federal laws governing patient confidentiality. Each party will cooperate with reasonable requests by the other party for information that the requesting party may need for its compliance with applicable laws, rules, and/or regulations.
- Governing Law. The validity, construction, performance, and effect of this Agreement shall be governed by the laws of the state of Georgia without regard to its principles of conflicts of laws, and any question arising under of this Agreement shall be construed or determined according to such laws, except to the extent preempted by federal law.
- Section Heading. Section headings are inserted for convenience only and may not be used in any way to construe the terms of this Agreement.
- Signatory Authority. Each party represents and warrants that the individual signing this Agreement on its behalf is duly authorized to bind such party to all terms and conditions of this Agreement.
- Waiver. No waiver by either party with respect to any breach or default of any right or remedy and no course of dealing may be deemed to constitute a continuous waiver of any other breach or default or of any other right or remedy unless such waiver is expressed in writing by the party to be bound.
- The School acknowledges that all files, marketing materials, reports and/or other documents, the media upon which they are located (including cards, tapes, disks and other storage facilities), and all software programs or packages (together with any related documentation, source code or codes, object codes, upgrades, revisions, modifications, and any related materials) which are utilized by student for, and paid for by, Clinical Site in connection with this Agreement, and which may or may not be either confidential or proprietary, and all other materials prepared for

and delivered to Clinical Site in the course of performance of this Agreement, shall be the exclusive property of Clinical Site.

- The school agrees that all patentable or copyrightable ideas, writings, drawings, inventions, designs, parts, machines, or processes developed because of, or during, training the student at Clinical Site during the term of this Agreement shall be the exclusive property of Clinical Site. The school herewith assigns all rights in such intellectual property to Clinical Site. Clinical Site has the right to grant licenses to make, use, buy, or sell any product or service derived from the student under this Agreement to its affiliates and subsidiaries.
- Neither party shall use the name(s), trademark(s), or trade name(s) (whether registered or not) of the other party in publicity releases or advertising or in any other manner, without securing the prior written approval of the other.
- Nondiscrimination. In their execution of this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all federal and state policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement by their representatives duly authorized.

NORTH GEORGIA NURSING ACADEMY

CLINICAL SITE

Name: Miranda Gragg, NRP, I/C

Name: _____

Title: Program Director

Title: _____

Date: 01/30/2025

Date: _____

Sign: [Signature]

Sign: _____