

RECEIVED

NOV 08 2024

BY: Purchasing



Board of Commissioners  
Agenda Item Transmittal Form  
Procurement/Contract Transmittal Form

Type of contract: 1 year  Multi-year  Single Event

Contract #:  
BOC Approval Date:

<input type="checkbox"/> Submission Information	<input type="checkbox"/> Vendor Information
Contact Name: Marian McDaniel Department: Rockdale County Fire Rescue Project Title: Clinical Training for RCFR EMT Students Funding Account Number: N/A Contract amount: N/A Contract Type: Goods ( ) Services (X) Labor ( ) Contract Action: New (X) Renewal ( ) Change Order ( ) Original Contract Number:	Vendor Name: National EMS/Priority Ambulance, LLC. Address: 1060 Culpepper Drive Address: Conyers, GA 30012 Email: <a href="mailto:jbandzul@nationalem.com">jbandzul@nationalem.com</a> Phone #: (770) 922-9578 - Ext. 217 Contact: John Bandzul, MPA, NRP Term of contract: Two (2) Years

<b>Finance Director Signature</b> I have reviewed the attached contract, and the amount is approved for processing. Signature: <i>[Signature]</i> Date: 11/22/2024	<b>Procurement Manager Signature</b> I have reviewed the attached contract, and it is in compliance with Purchasing Policies of Rockdale County. Signature: <i>[Signature]</i> Date: 11/12/24
--	---

Detailed Summary of Contract:

This Agreement between National EMS/Priority Ambulance, LLC & RCFR will be for National EMS to provide clinical training to EMT students employed by Rockdale County Board of Commissioners. It is mandatory that EMS students complete clinicals with real patients as part of their curriculum per the Georgia Office of EMS & Trauma. This MOU will allow EMT students to gain knowledge in real world situations by assessing patients & providing patient care under direct supervision by a certified EMT and/or paramedic. No cost is involved with this MOU. Previous MOU 2022-24 has expired.

Department Head/Elected Official Signature:

*[Signature]*

Date:

11/08/2024

2024-506

Rockdale County Fire and Rescue Clinical Contract with National EMS

This agreement of understanding is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Rockdale County Fire and Rescue (hereinafter referred to as Rockdale Fire Rescue), whose address is 1496 Rockbridge Road, NW, Conyers, GA 30012, and National EMS/Priority Ambulance LLC (hereinafter referred to as National EMS) whose address is 1060 Culpepper Dr. Conyers GA. 30012.

Whereas, National EMS desires to assist and improve the general healthcare provided to the citizens service areas; and

Whereas, the medical care and attention given to patients in the field and during transportation is a critical element in the provision of emergency healthcare; and

Whereas, Rockdale Fire Rescue and National EMS collectively respond to such medical/traumatic emergencies in Rockdale County; and

Whereas, Rockdale Fire Rescue desires to continue their initial education EMT program within their Department and Whereas, National EMS agrees to allow the students of Rockdale Fire Rescue the privilege of clinical experience while observing on a National EMS response Unit; and

Whereas, the above named parties, through their representatives, desire to cooperate in the operation of a clinical training program in order to provide for a training experience where individuals desiring to become licensed. Emergency Medical Technicians so as to assist the students in improving their skills and knowledge.

Now, therefore, in consideration the mutual promises and agreements contained herein, the parties do hereby agree as follows;

Section A: Rockdale Fire Rescue shall do or cause to be done the following:

1. Be responsible for the initial training and education of the student participating in an approved EMT program.
2. Will ensure that the individuals participating in this rotation have satisfactorily completed the necessary portions of their curriculum prior to beginning their rotation with National EMS.
3. Be responsible to National EMS for the quality of care rendered to patients by the students. National EMS will maintain overall responsibility for providing care to all patients.
4. Provide adequate written information regarding the students and the clinical experiences needed prior to the scheduling of each educational experience.
5. Will provide National EMS with the objectives of the clinical rotation while assigned to report to National EMS.
6. Assure observance by all of its participating students of existing National EMS policies and procedures, which includes confidentiality in medical records and patient information.

7. Initiate, as needed, appropriate follow-up with National EMS concerning all students entering the clinical experiences, to ascertain appropriateness of performance, behavior and the need for restructuring of program.
8. Upon request, provide to National EMS in writing that students are in good physical health, including, but not limited to, PPD test/CXR. Hepatitis Immunity, MMR vaccination, and COVID vaccination or approved medical/religious exemption (a signed letter by the instructor verifying the above will suffice unless specific proof is requested. Tetanus vaccination is advised, but not required.
9. Will verify that all students are covered by professional liability insurance, at a level of at least of \$1,000,000.00/\$3,000,000.00 and show evidence of coverage prior to scheduling (a signed letter by the instructor attesting to the above will suffice unless specific proof is requested).
10. Will ensure that students are aware that they will individually be responsible for any expenses incurred by the student due to illness or accident while participating in the program. Each student will be responsible for signing a waiver to the effect prior to their scheduled shifts with National EMS.
11. Agrees to ensure that all students assigned to National EMS are assigned solely for the purpose of obtaining clinical education and experience and they will not be considered employees of National EMS.
12. Will withdraw from the clinical rotation program any student whom National EMS requests to be withdrawn for reason including, but not limited to, one whose behavior or work is hazardous or potentially hazardous to patient service.
13. Will ensure that there is a qualified Rockdale Fire Rescue representative who is ultimately responsible for the conduct and actions of the students. This person will be always available (on call) for the students and National EMS while Rockdale Fire Rescue students are in the site. The name and contact number of each responsible instructor must be on file prior to the clinical rotation (on-duty Battalion Chief will suffice).
14. Will abide by all local, state, and federal laws, regulations, and rules and abide by all applicable licensing/certification requirements.
15. Will ensure that all students report to clinical rotations wearing their official class/school clinical uniform.
  - a. All students must be well groomed.
  - b. All students must wear an ID clearly indicating them as a student.
16. Assure that all students have a comprehensive, nationwide criminal background check prior to participation in clinical rotations at National EMS. Students with felony arrest, violent histories, and/or sex offender status, will be excluded from participation. A document signed by the Rockdale Fire Chief (of their designee) listing participants and attesting that said background check was completed during the hiring process, and to their knowledge participants still meet these criteria, will suffice.
17. Assure that participants sign an agreement of understanding that National EMS is a drug-free workplace and that random screens may be conducted during training. Chemically dependent persons will be excluded from participation. Student taking prescribed medications which impair performance/judgment (ie. Narcotic pain medications, muscle

relaxers) are requested to refrain from participating in clinical rotations until those medications have cleared their system.

Section B: National EMS shall do or cause to be done the following:

1. Provided adequate clinical services for Rockdale Fire rescue students in accordance with the objectives to the extent possible, considering staffing restrictions and availability of preceptors.
2. As requested by Rockdale Fire Rescue, assist a supervised orientation for the students and provide accessibility to equipment and records as necessary for teaching purposes.
3. Assist in the evaluation of Rockdale Fire Rescue student learning, performance, and patient care.
4. Complete required verification of student attendance forms, skill completion, and other documents as requested by Rockdale Fire Rescue.
5. Investigate any reports, and if indicated, initiate disciplinary action of unsatisfactory clinical experiences resulting from National Ems employee conduct.

Section C: Privacy Agreement (HIPAA Compliance).

1. Use of Protected Health Information-Rockdale Fire Rescue shall not and shall ensure that its Faculty, Participating Trainees, and Training Supervisors do not use Protected Health Information received from National EMS in any manner that would constitute a violation of the Privacy Standards. Rockdale Fire Rescue will specifically instruct students that no personally identifiable information will be taken from National EMS in any form.
2. Reporting of Disclosures of Protected Health Information-Rockdale Fire Rescue shall, within five (5) days of becoming aware of disclosure of Protected Health Information in violation of this Agreement by Rockdale Fire Rescue, its EMS Faculty, Participating Trainees, and Training Supervisor, report any such disclosure to National EMS.

Section D: Rockdale Fire Rescue and National EMS agree to be mutually responsible for the following:

1. Both agencies will communicate clinical assignments for EMT students taking part in the rotation based on goals and objectives of the program and availability of student slots.
2. Both staffs will work together to maintain an environment which provides quality student learning.
3. The parties mutually agree that neither party will discriminate against any applicant for enrollment for a course of study or against any student in his/her course of study based on race, color, sex, creed, national origin, age, or handicap; provided such handicap does not preclude such a person's physical and mental ability to participate therein.

Section E: It is further understood that:

1. This agreement shall remain in full force and effect for a period of two years, unless terminated by either party or mutual decision by Rockdale Fire Rescue and National EMS.
2. Either party may terminate this with or without cause this agreement with 30 days written notice to the other party before the start of the next rotation. Any class in progress will be allowed to complete their rotation prior to termination effectiveness.
3. This agreement may be modified by mutual consent, provided any and all modifications will be in writing and signed by both parties: Rockdale Fire Rescue and National EMS.
4. This agreement will be interpreted and constructed by the Laws of the State of Georgia.
5. If any provision of this agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this agreement, the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.
6. Under this agreement, the relationship of both parties will be that of independent contractors. Neither party shall exercise control over the method, manner, or means by which other performs its duties.
7. Any addendums or amendments to the agreement are made a part of this agreement by reference.
  8. The agreement cannot be assigned without written approval of both parties.
9. A scanned, faxed, and/or Xeroxed copy of this document carries the same validity of an original agreement.

Section F: Existing Clinical Contracts:

1. National EMS provides ambulance coverage in the following counties: Athens-Clarke, Morgan, Oconee, and Rockdale.
2. Rockdale Fire Rescue participants will be routinely scheduled for clinical rotations on the Rockdale County Units.
3. In addition to Rockdale County Rescues initial education program, clinical contracts are in force with the following schools: Athens Tech, Georgia Piedmont Tech, Gwinnett Tech, Lanier Tech, and Faithful Guardian.
4. In the event that a scheduling conflict arise, National EMS reserves the right to resolve those conflicts on a case-by-case basis. Once student have been placed on the clinical calendar, and approved by National EMS representative, participants will not be removed to provide slots for another institution.
5. Although a very rare occurrence, National EMS reserves the right to shift scheduled students to a less busy EMS unit to accommodate new employees during their orientation process.
6. The attached Student Documents are incorporated by reference: Priority Ambulance Ride-Along Program Rules and Priority Ambulance Ride-Along Program Release of Liability and Assumption of Risk Agreement. National EMS request the privilege of meeting with students in class for a brief orientation session and the purpose of agreement completion before clinical rotations.

Section G: In witness thereof, this agreement is entered into the \_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_.

*Marion McDaniel, Chief*

Printed Name/Title-Rockdale Fire Rescue

Date

Signature-Rockdale Fire Rescue

DocuSigned by:  
*Phil Koster*  
80AC0001G41E45A...

11/7/2024

Phil Koster, Regional President  
Priority Ambulance LLC

Date

DocuSigned by:  
*John Bandzul*  
35150B26925140B...

11/7/2024

John Bandzul, Vice President  
National EMS

Date

Rockdale County, GA

By: \_\_\_\_\_

*Osborn Nettbitt, Sr.  
Chairman*

Approved as to form

**ATTEST:**

\_\_\_\_\_  
Jennifer O. Rutledge, County Clerk

\_\_\_\_\_  
M. Qader A. Baig, County Attorney

