

MEMORANDUM OF AGREEMENT

Between

DEKALB COUNTY, GEORGIA

And

**Emory University's Office of
Critical Event Preparedness and
Response**

PARTIES:

This Memorandum of Agreement (this "MOA") is entered into by and between **DEKALB COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as the "County" who maintains the DeKalb County Fire Rescue Department ("DCFRD"), with a primary address of 1950 West Exchange Place Tucker, Georgia 30084, and **Emory EMS ("EEMS") a division of Emory University's Office of Critical Event Preparedness and Response (CEPAR)**, with a primary address of 1599 Clifton Road NE Atlanta, Georgia 30322. DeKalb County Fire Rescue and EEMS are herein referred to jointly as the "Parties" and individually as a "Party."

OBJECTIVE:

The purpose of this Agreement is to memorialize the collaborative relationship between DCFRD and EEMS with respect to training, access to emergency response system information, responding to calls for emergency first response on Emory University's main Clifton Road campus, and related items. This MOA does not involve the exchange of money and does not absolve a Party from responsibility or liability related to services provided to community members (e.g. emergency response services). Further, this MOA does not involve the exchange of protected health information. The County and EEMS would work cooperatively as outlined in this MOA to help the Parties achieve their goals of collaboration and efficient and quality response in accordance with applicable law, regulations, and associated guidance.

In exchange and consideration of the mutual promises and covenants described below, the Parties hereto agree as follows:

A. TERM:

This MOA shall become effective upon execution (the "Effective Date") and shall continue for an initial term of one (1) year, unless terminated earlier by either Party under other provisions of this MOA. This Agreement automatically renews for successive renewal terms of one (1) year each on each anniversary of the Effective Date, unless terminated earlier by either Party under the provisions of this MOA. The initial term, together with all extensions and renewals, if any, is referred to as the "Term" and shall terminate on December 31, 2030. Upon expiration or termination, this MOA, including without limitation all licenses granted herein, ceases.

B. COLLABORATIVE TRAINING:

Throughout the Term, The County and EEMS shall coordinate and collaborate with one another to establish joint in-service trainings for their respective personnel. The frequency, location, and topic of these joint in-service trainings will be determined by the reasonable coordination and agreement of the Parties. Joint in-service trainings may encompass education/classroom instruction as well as active responder training exercises. Except for damage or harm caused by the negligence, gross negligence, recklessness, or wanton or intentional misconduct of the other Party, each Party will hold harmless the other Party for damage or harm that arises during any joint in-service training. Each Party is responsible for supervising its own personnel during each joint in-service training. Each Party will take reasonable steps to ensure that its personnel act reasonably and respectfully towards the other Party's personnel. Each Party has the right to exclude from any joint in-service training any personnel of the other Party that, in the judgment of the excluding Party, reasonably poses a substantial danger to person or property, harassed or acted another person present at the training, or is unfit or incapable of safely participating in the training.

The costs of joint in-service trainings (if any) shall be born equally by the Parties unless otherwise agreed to by the Parties from time to time.

C. ACCESS TO INFORMATION:

DeKalb County through the DeKalb E911 Communications Department will grant appropriate and secure access to the County's Computer Assisted Dispatch system ("CAD") to CEPAR. EEMS will be responsible for using its own hardware to access the CAD and for maintaining compatibility of its hardware and electronic systems with the CAD. There will be no integration of electronic systems between the Parties. EEMS will provide reasonable instruction and/or training to its personnel on access and use of the CAD and will undertake commercially reasonable efforts to comply with any written guidelines for access and use provided by the County.

D. RESPONSE COORDINATION:

The parties desire to establish a coordinated procedure to respond to EMS calls on the Emory University Clifton Road campus. In furtherance of that coordination, DeKalb County through the E911 Communications Department shall notify Emory Police of EMS calls for service within the EEMS response area and add EEMS assets to the call in the CAD as a first response unit, during the periods that EEMS is in service. Emory Police will thereafter be responsible for dispatching EEMS. If Emory Police determine the call falls outside EEMS's response area or periods of service, Emory Policy will so notify DeKalb County.

EEMS retains sole and absolute discretion in defining its service area and the periods that EEMS is in service; EEMS shall periodically provide the information regarding its service area and periods of service to the County as reasonably necessary to carry out the arrangements herein.

EEMS agrees to serve as the primary EMS responder, when appropriate as determined by the 911-call taker, to EMS calls within the EEMS response area, in lieu of DCFRD in accordance with the County's Emergency Medical Dispatch (EMD) protocols and DCFRD policies and procedures. EEMS will report information back to DCFRD as reasonably necessary and whether any presence or other response by DeKalb County is needed or desired. For EMS calls where it is not appropriate for EEMS to serve as the primary EMS responder as determine by EEMS or DCFRD, DCFRD will remain responsible to serve as the primary responder and EEMS may serve as the secondary responder as needed.

EEMS will have the authority to cancel DCFRD to EMS calls and to secure a patient refusal in accordance with the processes outlined in the DCFRD Patient Care Guidelines. Patient refusal of care and transportation will be documented in an electronic medical record and on a patient refusal form in accordance with Emory EMS standard operating procedures.

DCFRD has the right to continue to any calls it deems necessary while EEMS remains in control of the patient. Transfer of patient care must follow Patient Care Guidelines.

EEMS will use the DCFRD Patient Care Guidelines when providing care and will practice within their scope of practice in accordance with their licensure and state law. The DCFRD will provide to EEMS updated copies of the aforementioned Guidelines whenever updates occur.

The Parties agree that the efficient flow of information is needed to coordinate response, and that they intend to exchange necessary non-confidential information to carry out the arrangements of this Section within the confines of applicable law.

The Parties also agree that regular collaboration and coordination is needed for a successful implementation of these arrangements. As such, each Party shall promptly contact the other Party's primary operations contact to identify and seek to address any issues with the implementation of these arrangements or EMS response. DeKalb County's primary operations contact is Chief Darnell Fullum. CEPAR's primary operations contact is the CEPAR Senior Director of Operations.

Each Party is respectively responsible for the acts and omissions of its EMS personnel with respect to EMS calls.

E. NO FUNDING:

There is no funding associated with this agreement. Neither Party will receive any monetary compensation or reimbursement for services or duties performed under this MOA. The Parties acknowledge and agree that the covenants and other provisions of this MOA are sufficient consideration for purposes of this MOA. The parties also acknowledge and agree that this MOA is in the interests of serving Emory University and Dekalb County communities and furthers the missions of each of the Parties to provide coordinated and efficient emergency medical services to these communities.

F. CONFLICT RESOLUTION:

Except for the right of either Party to apply to a court of competent jurisdiction for a temporary restraining order or other provisional remedy to preserve the status quo or prevent irreparable harm, the Parties agree to attempt in good faith to promptly resolve any dispute, controversy or claim arising out of or relating to this MOA through negotiations between senior management of the Parties prior to filing a lawsuit or other form of adjudicatory dispute resolution.

G. CONFIDENTIALITY:

Neither Party shall disclose any proprietary business information, other than as expressly contemplated herein, to the other without first executing a separate non-disclosure agreement authorizing such disclosure. Both Parties agree to keep all such proprietary business information confidential in the course of the performance of their duties relating to their mutual business associations and transactions. Neither Party may at any time during or after the Term of this MOA divulge, disclose or communicate to any person, firm, corporation or other entity, or use for its own benefit or the benefit of any person, firm, corporation or other entity, any proprietary business information acquired through this MOA or the arrangements contemplated herein, without the express prior written consent of the respective authorized executive officer of the Party whose proprietary business information is proposed to be disclosed. The obligation of confidence shall survive the expiration of this MOA.

H. INDEPENDENT CONTRACTOR:

The Parties are at no time an employee, partner or joint venture of one another. Neither this MOA nor any of the arrangements contemplated herein creates any agency, sponsorship, or co-branding relationship between the Parties. DeKalb County shall not represent itself or hold itself out as having any agency, sponsorship, or co-branding relationship with Emory University or its affiliates, and DeKalb County shall not represent itself or hold itself out as being a part of Emory University or its affiliates.

I. NOTICES:

All notices or demands required under this MOA shall be in writing and shall be deemed to have been duly given when: a) physically received in hand by the Party to whom directed; or, b) when sent by certified United States Postal Service mail, return receipt requested, postage prepaid, to the other Party at the following address (or at such other addresses given in writing by either Party to the other):

If to The County:

Attn: Darnell Fullum, Fire Chief
1950 West Exchange Place, 5th Floor
Tucker, GA 30084

If to EUCEPAR:

Attn: Sam Shartar or Current Senior Director of Operations
Emory University Office of Critical Event Preparedness and Response
1599 Clifton Road NE Atlanta Georgia. 30322

J. TERMINATION:

Either Party may terminate this MOA at any time, in whole or in part, for their convenience or because of failure of a Party to fulfill the obligations herein in any respect. A Party shall terminate by delivering to the other, with at least thirty (30) days advance written notice, a notice of termination specifying the nature, extent, and effective date of termination.

K. GEORGIA LAWS GOVERN

This contract shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions.

L. ENTIRE AGREEMENT:

This MOA constitutes the entire understanding if the Parties with respect to the subject matter herein, and this MOA supersedes any and all prior or contemporaneous agreements and understandings, either oral or in writing, between the Parties with respect to the subject matter herein. Each Party to this MOA acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, not embodied herein, causing any Party to enter into this MOA. Any modification of this MOA will be effective only if it is in writing signed by an authorized representative from each Party in the form of an amendment.

M. SEVERABILITY:

Any section, subsection, paragraph, term, condition, provision, or other part of this MOA that is judged, held, found or declared by a court of competent jurisdiction to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this MOA, and the remainder of this MOA shall continue to be of full force and effect as set out herein.

N. AMENDMENTS AND MODIFICATIONS:

No amendment, waiver, termination or discharge of this MOA, or any of the terms or provisions hereof, shall be binding upon either Party unless confirmed in writing. Nothing may be modified or amended, except by writing executed by both Parties.

O. NON-EXCLUSIVITY:

This is not an exclusive arrangement. Nothing in this MOA shall be construed as limiting the right any Party to affiliate or contract with any other entity or facility on either a limited or general basis while this MOA is in effect.

P. NON-EXCLUSION:

Each Party (the "Certifying Party") represents to the other Party that the Certifying Party, its officers, directors, members, trustees, and employees (i) are not currently excluded, suspended, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "federal healthcare programs"), (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services as specified in 42 U.S.C. Section 1320a-7(a), 1320a-7(b)(1)-(3), and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which would be reasonably anticipated to result in the Certifying Party or any of its officers, directors, members, trustees, or employees from being excluded from participation in the federal healthcare programs. The Certifying Party shall immediately notify the other Party in writing if at any point during the Term the above representations with respect to the Certifying Party no longer remain true. If during the Term the Certifying Party or any of its officers, directors, members, trustees, or employees is excluded, debarred, suspended, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "federal healthcare programs") or is convicted of a criminal offense related to the provision of healthcare items or services as specified in 42 U.S.C. Section 1320a-7(a), 1320a-7(b)(1)-(3), then this MOA automatically terminates for cause as of the date of such exclusion, suspension, debarment, or conviction.

Q. NO THIRD-PARTY BENEFICIARIES:

This MOA does not create any benefit or enforceable right for any third-party or non-party.

R. ASSIGNMENT:

Each Party shall not assign, sublicense, or transfer, in whole or in part, this MOA or any of its rights, duties or obligations under this MOA without the prior written consent of the other Party, and any assignment or transfer by a Party without such consent is automatically null and void. Notwithstanding the preceding sentence, EEMS may assign this MOA in whole to an affiliate of Emory University. This MOA shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

S. FORCE MAJEURE:

If either Party is delayed or prevented from performing any obligation under this MOA, the Party so delayed or prevented will not be liable for such delay or failure to perform if such delay or failure is due to any cause beyond the reasonable control of that Party ("Force Majeure") and that Party uses reasonable due diligence in resuming performance. Force Majeure events include, but are not limited to, an act of God, act of military, government restriction, fire, flood, riot, terrorism, or labor strike.

T. WAIVER:

A waiver by a Party of a breach or failure to perform by the other Party does not constitute a waiver of any subsequent breach or failure, does not constitute an ongoing waiver unless explicitly stated in writing, and does not constitute waiver with respect to any other provision of this MOA. No waiver with respect to this MOA is valid unless in writing and signed by the Party charged with waiver.

U. CUMULATIVE REMEDIES:

All rights and remedies under this Agreement are cumulative of each other and of any rights or remedies available to the parties, whether available at law, equity, contract, or otherwise.

AA. COUNTERPARTS:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies of signatures sent by facsimile or electronic mail in Adobe portable document format (.pdf) shall be deemed to be originals

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as indicated below.

DEKALB MEDICAL CENTER, INC.

Emory Decatur Hospital

By: _____
Bob Dent, DNP, MBA, RN, NEA-BC,
CENP, FACHE, FAAN, FAONL
Vice President, Patient Care Services &
Chief Nursing Officer

Date: _____

Emory Hillandale Hospital

By: _____
Edna Brisco, MSN, RN, NEA-BC, CENP,
CMNL, OCN
Vice President, Patient Care Services
and Chief Nursing Officer

Date: _____

Read and Acknowledged by:

Emory Healthcare, Inc.

By: _____
Sharon Pappas, PhD, RN, NEA-BC,
FAAN Chief Nurse Executive

Date: _____

DEKALB COUNTY, State of Georgia

By: _____
Name: Michael L. Thurmond
Title: Chief Executive Officer DeKalb
County, Georgia

Date: _____

By: _____
Name: Barbara Sanders, CCC
Title: Clerk to the Chief Executive Officer
and the Board of Commissioners of
DeKalb County, Georgia
Date: _____

APPROVED AS TO SUBSTANCE

By: _____
Name: Darnell Fullum
Title: Chief, Fire Rescue, DeKalb County,
Georgia

Date: _____

APPROVED AS TO FORM

Supervising County Attorney (Signature)

Supervising County Attorney (Print)