

**Memorandum of Agreement Related to Mobile
Integrated Healthcare Services Jointly
Provided by the Columbus Department of Fire and Emergency Medical Services
and MercyMed of Columbus**

This Agreement is made and entered into this ____ day of____, 2024, by and between the Columbus, Georgia Consolidated Government (“CCG”), acting by and through its Columbus Department of Fire and Emergency Medical Services (“CFEMS”) and MercyMed of Columbus “Mercy Med.

- I. The purpose of the Memorandum of Agreement is to document the intent of the parties to collaborate to provide mobile integrated healthcare (MIH) services to residents in the Muscogee County. These services will be provided by resources provided by both parties and delivered to patients on a MIH unit.

II. Agreement

This is a mutual agreement between CFEMS and MercyMed that provides for both agencies to collaboratively offer mobile integrated healthcare services to community members. In addition, this agreement includes the following provisions:

- A. All services will be provided by the CFEMS and MercyMed without regard to race, creed, color, gender, sex, veteran status, national origin, disability or age of the persons involved.
- B. Each agency will be responsible to ensure that its providers are current employees with appropriate & current state certifications and licenses as dictated by the State Office of Emergency Medical Services and any other applicable State licensing boards to provide the services offered.
- C. Each participating employee (serving on the MIH unit) will have completed a criminal background investigation as deemed appropriate by their employer.
- D. Each employee will be compensated by their respective employer and shall receive no **direct** compensation by patients seen by the MIH unit.
- E. Patient care reports (PCR) and related information will be captured in a secure pre-determined reporting platform that will allow for the sharing of relevant information between the agencies where agreed to by the patient.
- F. All billing for services will be managed by MercyMed with all receivables to be directed to MercyMed.

III. CCG agrees to:

- A. Furnish a vehicle and medical service resources (i.e., cardiac monitor, telehealth capability, etc.) for the purpose of evaluating and treating patients served in this program.
- B. Provide a list of patients to be seen curated by the EMS Division of CFEMS.
- C. Assign a paramedic to serve on the MIH unit.
- D. Provide medical evaluations of all patients seen by the MIH unit within the scope of their capabilities.
- E. Facilitate the request of additional resources that may be needed to provide for the

treatment of all patients (including any transportation via CFEMS ambulance)

IV. Mercy Med agrees to:

- A. Provide a nurse practitioner to serve on the MIH unit.
- B. Provide medical evaluations of all patients seen by the MIH unit within the scope of their capabilities.
- C. Provide medical direction and control by assigning a Medical Director to this MIH unit.
- D. Facilitate the billing for services rendered and the collection of receivables related to the MIH program.
- E. Obtain a waiver from each Mercy Med clinician or employee assigned to the MIH (“MIH Participant”) to the effect that MIH Participant waives and releases Columbus, Georgia, it’s elected officials, officers, employees, board members, and agents and their successors and assigns from any liability for sickness, personal injury (up to and including death) or property damage incurred by MIH Participant as a result of his or her participation in the Program.
- F. Provide assurance to CCG that each Participant assigned to the MIH unit is in good health as evidenced by mandatory annual health screening, and that all immunizations have been updated within the most recent 12 month period
- G. Ensure that each participant is covered by individual health insurance

V. Other provisions as agreed to jointly:

- A. MercyMed will maintain a Vocational Practices Liability coverage with a 1,000,000 per occurrence limit and a 1,000,000 aggregate limit which covers each participating nurse practitioner for acts and omissions while they are participating in the MIH program with CFEMS. MercyMed also maintains workers’ compensation coverage for its employees.
- B. MercyMed shall hold harmless, and indemnify CCG, its directors, officers, elected official agents and employees against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or expense, but not including attorneys’ fees unless awarded by a court of competent jurisdiction, for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with intentional, willful, wanton, reckless or negligent conduct. Provided, however; this indemnity shall not extend to any loss, liability, damage, or expense resulting from the sole negligence or willful misconduct of CCG.
- C. CCG, is a local government and may not waive its Sovereign Immunity by action of any of its departments officials or employees; the only liability it may incur is that which is expressly provided for by law and is not enlarged by this agreement.
- D. The participants will be physically able to perform all essential functions of the job.
- E. Both agencies acknowledge and agree that in the normal course of operations, each

agency may disclose to the other party certain confidential information. Confidential information may include, but is not limited to, program information, patient data, financial information, or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any confidential information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that each agency shall be permitted to comply with all federal and state laws concerning disclosure. The disclosing party shall provide prior written notice of any required disclosure of the non-disclosing party's confidential information to the non-disclosing party and shall disclose only the information that is required to be disclosed by law. Confidential information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by the receiving party without use of any confidential information. At the termination of this agreement, each party will return to the other party all confidential information of the receiving party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any confidential information of the other party.

- F. Each agency warrants that it shall implement and maintain appropriate safeguards to prevent the use or disclosure of protected health information in any manner other than as permitted by this MOU. Each agency agrees to limit the use and disclosure of protected health information to the minimum necessary in accordance with the privacy regulation's minimum necessary standard.

VI. Term of Agreement

A. This agreement shall become effective once signed by all parties. This agreement shall be for a term from the effective date ("Effective Date") as set forth on the signature page up to and through December 31st, 2027.

B. This agreement may be terminated upon mutual agreement of the parties or by either party with or without cause upon thirty days written notice to the other party. If either party wishes to terminate this agreement, it is understood that any students currently enrolled in the program shall be given the opportunity to complete the program in its entirety.

SIGNATURES ON FOLLOWING PAGE

SIGNATURE PAGE

**Columbus Georgia Consolidated
Government**

MercyMed of Columbus

**By: Isaiah Hugley, City Manager
Columbus Georgia Consolidated
Government**

By: XXXXX

Date

Date

By: Sal Scarpa, Chief

**Columbus Department of Fire and
Emergency Ser**

