

**GEORGIA, WHITFIELD COUNTY**

**MEMORANDUM OF UNDERSTANDING FOR LEASING OF CITY OF DALTON  
EMPLOYEES BY HAMILTON HEALTH CARE SYSTEM, INC.**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made by and between the City of Dalton (“City”), a Georgia municipality, and Hamilton Health Care System, Inc. (“HHCS”), a non-profit health care provider. The purpose of this MOU is to set forth an understanding and the terms of agreement by and between the City and HHCS for the leasing of City employees by HHCS for interim additional staffing and assistance in the event the emerging increase in COVID-19 hospitalizations at Hamilton Medical Center places extraordinary stress on its current staffing capacities.

1. **Nature of Services.** Upon request of HHCS through its Chief Operating Officer to the City through its City Administrator, the City will provide such personnel of the City in its sole discretion as may be useful to HHCS in handling its operations under the extraordinary medical service demands of COVID-19 hospitalizations. While the City does not guarantee a specific number of personnel on any particular day, nor over any measurable period, it is willing and able to incentivize and offer both persons with paramedic and Emergency Medical Technician (“EMT”) licensure, as well as personnel able to assist in stocking and handling supplies and providing general assistance to regular staff of Hamilton Medical Center. HHCS must approve all personnel offered for placement at HHCS facilities prior to the placement of said personnel.

Any personnel offered to HHCS by the City and approved by HHCS for placement under this MOU will be considered “leased” employees of HHCS for purposes of this MOU.

“City personnel,” as used in this MOU, includes, without limitation, the employees, representatives, council members, and agents of the City.

**2. Obligations of the City.**

a. Payment of City Personnel. The City will pay all City personnel who accept and perform assignment at Hamilton Medical Center the greater of a thirty (30%) percent premium above the employee's base rate meaning hourly rate or overtime rate but not less than \$40.00 per hour in the case of licensed paramedics and EMT's. In no event shall any City personnel performing such service be paid less than federal Fair Labor Standards Act rules and regulations permit.

b. Disclosure of Payment Rate. Each City personnel member's applicable rate of pay shall be disclosed, and approved, by HHCS prior to placement ("Hourly Rates").

c. No Forced Placement. No City personnel shall be required to perform services at Hamilton Medical Center. Any City personnel who does not desire to perform such work upon assignment by his/her supervising authority shall opt-out by notifying their supervisor. There shall be no adverse consequence to any City personnel for opt-out. During the hours or period of such assigned work at Hamilton Medical Center, all City personnel shall continue fully in City employment with all existing benefits including worker's compensation coverage.

d. Background Checks. The City shall conduct appropriate background checks on all assigned City personnel and provide the results of those background checks to HHCS prior to placement.

e. City personnel assigned to Hamilton Medical Center shall wear and exhibit a distinctive badge indicating their employment by the City of Dalton.

f. All City personnel must adhere to all HHCS policies and procedures while on HHCS premises. Failure to do so will result in the immediate removal of the individual from HHCS premises.

g. In no event shall any City personnel perform any activity at Hamilton Medical Center except under supervision and direction of HHCS nurses, physicians, designated technicians, or designated HHCS staff. No City personnel shall perform any activity that is beyond the scope of their license.

h. **No Recruitment.** City agrees that, during the term of this MOU, and for a period of ninety (90) days after termination or expiration of this MOU, the City will not, directly or indirectly, recruit any HHCS personnel. Nothing in this MOU prohibits the City from hiring any HHCS personnel who applies for an open position through the City's normal hiring process.

**3. Obligations of Hamilton.**

a. **No Recruitment.** HHCS agrees that during the term of this MOU, and for a period of ninety (90) days after termination or expiration of this MOU, HHCS will not, directly or indirectly, recruit any City personnel placed at Hamilton Medical Center. Nothing in this MOU prohibits HHCS from hiring any City personnel that applies for an open position through HHCS's normal hiring process.

b. **Compensation.** HHCS agrees to pay the City the applicable Hourly Rates for each hour worked by the applicable City personnel member under this MOU. The City shall submit invoices to HHCS bi-weekly for all billable hours from Saturday through the second Friday thereafter. HHCS agrees to pay such invoices within thirty (30) days after such invoice date.

c. No paramedic or EMT of the City shall be asked by HHCS to perform any clinical function beyond what the employee's licensure shall permit.

**4. Removal from HHCS.** HHCS may immediately remove from the premises any City personnel who poses an immediate threat or danger to personnel, patients, or visitors or for unprofessional behavior. HHCS may also remove any City personnel from HHCS when said

individual's job performance is unsatisfactory to HHCS or said individual's behavior, in HHCS's sole discretion, is disruptive, unprofessional, or detrimental to Facility and/or its patients. In such event, said individual's placement at HHCS by City shall immediately cease.

**5. Insurance and Indemnity.**

a. **Insurance.** HHCS shall maintain professional liability insurance covering the services of City personnel while working at Hamilton Medical Center. Coverage amounts, deductibles, and limits shall be the same as the Facility maintains on its employees or contractors providing similar services at Hamilton Medical Center.

b. **Worker's Compensation.** The City shall maintain workers' compensation insurance covering all City personnel.

c. **Indemnification.** HHCS shall indemnify the City from and against all claims, demands, judgments, settlements, attorney fees, court costs, and expenses incurred which arise out of, result from, or relate to any claim brought against the City related to any act or omission of any City personnel while providing services as a "leased" employee under this MOU at Hamilton Medical Center. This indemnification provision only covers the acts or omissions of City personnel when they are acting in the scope of their placement with HHCS under this MOU. This indemnification provision does not apply to grossly negligent or intentional misconduct of City personnel while on any HHCS property.

**6. Term and Termination.**

a. The initial term of this MOU shall commence on August 17, 2021 and shall continue for a period of twelve weeks ("Initial Term"). Thereafter, the Term may be extended through a separately executed amendment between the parties.

b. Either Party may terminate this MOU without cause effective fifteen (15) days after issuance of the written notice.

**7. Compliance.**

a. Nothing in this Agreement shall be construed as an offer or payment by one party to the other party or any affiliate of the other party of any cash or other remuneration, whether directly or indirectly, overtly or covertly, specifically for patient referrals or for recommending or arranging the purchase, lease, or order of any item or service that would, in any way, violate any applicable state or federal law or regulation including, but not limited to, the Ethics in Patient Referral Act, as amended, 42 USC § 1395nn (known as “Stark II”) and the Medicare and Medicaid Anti-Kickback, Fraud and Abuse Statute, 42 USC § 1320-7 (the “Anti-Kickback Statute”).

b. Pursuant to 42 C.F.R. § 420.302, until the expiration of four (4) years after the furnishing of services under this Agreement, the City shall make available, upon written request of the Secretary of the United States Department of Health and Human Services, or the United States Comptroller General, or any of their authorized representatives, this Agreement, and any books, documents and records of the City which are necessary to establish the nature and extent of costs hereunder.

c. Eligibility. The City hereby certifies that it has never been suspended, excluded, barred or sanctioned by Medicare or any other state or federal health care program, nor has it ever been convicted of a criminal offense related to health care. The City shall notify HHCS immediately if any such action is proposed or taken against the City, or if it becomes the subject of an investigation that could lead to such action.



**11. Miscellaneous.**

a. Entire Agreement; Amendment. This MOU shall serve as the entire agreement between the City and HHCS, and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof; any amendment or modification must be reduced to writing and signed by the parties.

b. Relationship of the Parties. Nothing in this Agreement shall be construed to create any association, partnership, joint venture, employment, or agency relationship between the City and HHCS for any purpose.

c. Assignment. The rights and obligations provided under this MOU are not assignable without the prior written consent of the non-assigning party; any such assignment made or attempted without such required consent is void. The previous statement notwithstanding, either party may assign this MOU in the case of a change in control or sale of substantially all of the assets of the assigning party to the new parent or controlling entity.

This MOU is made in consideration of both federal and state emergency pandemic declarations with the intent that all liability immunities and protections thereunder for the employees of either party and for the City and HHCS be applicable. Further, this MOU is made in consideration of that Mayoral Declaration of a Local State of Emergency Related to Rising COVID-19 Hospitalizations of August 16, 2021.

*<<signatures on following page>>*


CITY OF DALTON, GEORGIA

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

Attest:

\_\_\_\_\_  
City Clerk

HAMILTON HEALTH CARE  
SYSTEMS, INC.

By:   
\_\_\_\_\_  
CEO or COO

Attest:

  
\_\_\_\_\_  
Secretary