



Fulton County Board of Commissioners
Agenda Item Summary

18-0970

BOC Meeting Date
 12/19/2018

Requesting Agency
 County Attorney

Commission Districts Affected
 All Districts

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
 Request Approval of a Business Associate Agreement between the Fulton County Board of Health and Fulton County.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
 42 USC 1320d, et seq.; 45 C.F.R. 160.103

Is this Item related to a Strategic Priority Area? *(If yes, note strategic priority area below)*
 Yes All People trust government is efficient, effective, and fiscally sound

Is this a purchasing item?
 No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

The Fulton County Board of Health is a “covered entity” under HIPAA, meaning that it provides health care, handles protected health information, and stores and transmits such sensitive information through electronic means. HIPAA requires that covered entities enter into Business Associate Agreements (“BAAs”) with any other entity that creates, receives, maintains, or transmits protected health information (“PHI”) on behalf of a covered entity. As the BOH remains supported by Fulton County through its Intergovernmental Agreement, a formal BAA is recommended in order to clarify the obligations of the parties with respect to the protection and handling of PHI.

Scope of Work: (Provide a brief project scope of work of the services/work to be provided) n/a

Community Impact: (Provide the overall impact on community health, whether the impact would be Countywide or to a specific District, if applicable)

Compliance with HIPAA

Department Recommendation: (Provide the user department recommendation)
 Recommend approval.

Project Implications: (What are the future implications of the item in terms of potential changes in budget, service provision, or County policy/operations?)

Clarity regarding the treatment of confidential and protected health information.

Agency Director Approval		County Manager's Approval
Typed Name and Title	Phone	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

Community Issues/Concerns: (Identify any issues/concerns raised by constituents or clients concerning the agenda item and if those issues have been addressed?)

Department Issues/Concerns: (Identify any additional department recommendations or concerns including funding, staffing, external/internal partnerships and operational inefficiencies)

History of BOC Agenda Item: (Has this item previously been before the BOC? Yes or No. If yes, for non-purchasing item(s), describe what action(s) were taken.)

(For purchasing items, provide the project history chart or if a new procurement, insert "New Procurement".)

Contract & Compliance Information	<i>(Provide Contractor and Subcontractor details.)</i>
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This BAA will accompany the Intergovernmental Agreement between Fulton County and the Fulton County Board of Health, and is dated to run concurrently with the IGA.

Agency Director Approval		County Manager's Approval
Typed Name and Title	Phone	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

18-0970

Solicitation Information	NON-MFBE	MBE	FBE	TOTAL
No. Bid Notices Sent:				
No. Bids Received:				
Total Contract Value	.			
Total M/FBE Values	.			
Total Prime Value	.			
Fiscal Impact / Funding Source	<i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i>			
.				
Exhibits Attached	<i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i>			
Source of Additional Information	<i>(Type Name, Title, Agency and Phone)</i>			

Agency Director Approval		County Manager's Approval
Typed Name and Title	Phone	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

Procurement

Contract Attached: Yes	Previous Contracts: No		
Solicitation Number: .	Submitting Agency: .	Staff Contact: .	Contact Phone: .

Description:.

FINANCIAL SUMMARY

Total Contract Value:	MBE/FBE Participation:
Original Approved Amount: .	Amount: . %: .
Previous Adjustments: .	Amount: . %: .
This Request: .	Amount: . %: .
TOTAL: .	Amount: . %: .

Grant Information Summary:

Amount Requested: .	<input type="checkbox"/>	Cash
Match Required: .	<input type="checkbox"/>	In-Kind
Start Date: .	<input type="checkbox"/>	Approval to Award
End Date: .	<input type="checkbox"/>	Apply & Accept
Match Account \$: .		

Funding Line 1: .	Funding Line 2: .	Funding Line 3: .	Funding Line 4: .
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KEY CONTRACT TERMS

Start Date: 6/30/2017	End Date: .
Cost Adjustment: .	Renewal/Extension Terms: .

ROUTING & APPROVALS
(Do not edit below this line)

X	Originating Department:	Ferrari, Jerolyn	Date: 12/10/2018
X	County Attorney:	Ferrari, Jerolyn	Date: 12/10/2018
.	Purchasing/Contract Compliance:	.	Date: .
X	Finance/Budget Analyst/Grants Admin:	Stewart, Hugh	Date: 12/10/2018
.	Grants Management:	.	Date: .
X	County Manager:	Anderson, Dick	Date: 12/11/2018

HIPAA Business Associate Agreement

1. PREAMBLE AND DEFINITIONS.

1.1 Pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), FULTON COUNTY BOARD OF HEALTH ("FCBOH" or "Covered Entity") and Fulton County, a political subdivision of the State of Georgia, or any of its corporate affiliates ("County" or "Business Associate"), enter into this Business Associate Agreement ("BAA") as of June 30, 2017, (the "Effective Date") that addresses the HIPAA requirements with respect to "business associates," as defined under the privacy, security, breach notification, and enforcement rules at 45 C.F.R. Part 160 and Part 164 ("HIPAA Rules"). A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.

1.2 This BAA is intended to ensure that Business Associate will establish and implement appropriate safeguards for the Protected Health Information ("PHI") (as defined under the HIPAA Rules) that Business Associate may receive, create, maintain, use, or disclose in connection with the functions, activities, and services that Business Associate performs for Covered Entity. The functions, activities, and services that Business Associate performs for Covered Entity are defined in Intergovernmental Agreement between FCBOH and the County (the "Underlying Agreement").

1.3 Pursuant to changes required under the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act") and under the American Recovery and Reinvestment Act of 2009 ("ARRA"), this BAA also reflects federal breach notification requirements imposed on Business Associate when "Unsecured PHI" (as defined under the HIPAA Rules) is acquired by an unauthorized party, and the expanded privacy and security provisions imposed on business associates.

1.4 Unless the context clearly indicates otherwise, the following terms in this BAA shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, disclosure, Electronic Media, Electronic Protected Health Information (ePHI), Health Care Operations, individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and use.

1.5 A reference in this BAA to the Privacy Rule means the Privacy Rule, in conformity with the regulations at 45 C.F.R. Parts 160-164 (the "Privacy Rule") as interpreted under applicable regulations and guidance of general application published by the HHS, including all amendments thereto for which compliance is required, as amended by the HITECH Act, ARRA, and the HIPAA Rules.

2. GENERAL OBLIGATIONS OF BUSINESS ASSOCIATE.

2.1 Business Associate agrees not to use or disclose PHI, other than as permitted or required by this BAA or as Required By Law, or if such use or disclosure does not otherwise cause a Breach of Unsecured PHI. Except as otherwise specified in this BAA or the Underlying Agreement, Business Associate has no right to de-identify PHI or create limited data sets from PHI for its own use, or compile and/or distribute statistical analyses and/or reports using aggregated data derived from the PHI or any other health or medical information obtained from the Covered Entity.

2.2 Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by the BAA.

2.3 Business Associate agrees to mitigate, to the extent practicable and at its sole expense, any harmful

effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this BAA's requirements or that would otherwise cause a Breach of Unsecured PHI.

2.4 The Business Associate agrees to the following breach notification requirements:

(a) Business Associate agrees to report to Covered Entity any Breach of Unsecured PHI not provided for by the BAA of which it becomes aware as soon as feasible, and in no event later than thirty (30) calendar days after "discovery" within the meaning of the HITECH Act. Such notice shall include the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed in connection with such Breach. In addition, Business Associate shall provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach and any other available information that Covered Entity is required to include to the individual under 45 C.F.R. § 164.404(c) at the time of notification or promptly thereafter as information becomes available. Business Associate's notification of a Breach of Unsecured PHI under this Section shall comply in all respects with each applicable provision of Section 13400 of Subtitle D (Privacy) of ARRA, the HIPAA Rules and related guidance issued by the Secretary or the delegate of the Secretary from time to time.

(b) Business Associate further agrees to provide notification of any Breach of Unsecured PHI of which it becomes aware, as required under 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware, in violation of this BAA to individuals, the media (as defined under the HITECH Act), the Secretary, and/or any other parties as required under HIPAA, the HITECH Act, ARRA, and the HIPAA Rules, subject to the prior review and written approval by Covered Entity of the content of such notification.

(c) In the event of Business Associate's use or disclosure of Unsecured PHI in violation of HIPAA, the HITECH Act, or ARRA, Business Associate bears the burden of demonstrating that notice as required under this Section 2.4 was made, including evidence demonstrating the necessity of any delay, or that the use or disclosure did not constitute a Breach of Unsecured PHI.

(d) This section constitutes notice by the Business Associate to the Covered Entity of the ongoing existence and occurrence from time to time of Unsuccessful Security Incidents, which include but are not limited to pings and other broadcast attacks on the Business Associate's firewall, port scan, unsuccessful login attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized acquisition, access, use, or disclosure of Protected Health Information. As the Covered Entity hereby acknowledges this notice of Unsuccessful Security Incidents, no further notices are required for such events.

2.5 Business Associate agrees, in accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to require that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

2.6 Business Associate agrees to make available PHI in a Designated Record Set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524.

(a) Business Associate agrees to comply with an individual's request to restrict the disclosure of their personal PHI in a manner consistent with 45 C.F.R. § 164.522, except where such use, disclosure, or request is required or permitted under applicable law.

(b) Business Associate agrees that when requesting, using, or disclosing PHI in accordance with 45 C.F.R. § 164.502(b)(1) that such request, use, or disclosure shall be to the minimum extent necessary, including the use of a “limited data set” as defined in 45 C.F.R. § 164.514(e)(2), to accomplish the intended purpose of such request, use, or disclosure, as interpreted under related guidance issued by the Secretary from time to time.

2.7 Business Associate agrees to make any amendments to PHI in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity’s obligations under 45 C.F.R. § 164.526.

2.8 Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Individual as necessary to satisfy Covered Entity’s obligations under 45 C.F.R. § 164.528.

2.9 Business Associate agrees to make its internal practices, books, and records, including policies and procedures regarding PHI, relating to the use and disclosure of PHI and Breach of any Unsecured PHI received from Covered Entity, or created or received by the Business Associate on behalf of Covered Entity, available to Covered Entity (or the Secretary) for the purpose of Covered Entity or the Secretary determining compliance with the Privacy Rule (as defined in Section 8).

2.10 To the extent that Business Associate is to carry out one or more of Covered Entity’s obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

2.11 Business Associate agrees to account for the following disclosures:

(a) Business Associate agrees to maintain and document disclosures of PHI and Breaches of Unsecured PHI and any information relating to the disclosure of PHI and Breach of Unsecured PHI in a manner as would be required for Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.

(b) Business Associate agrees to provide to Covered Entity, or to an individual at Covered Entity’s request, information collected in accordance with this Section 2.11, to permit Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.

(c) Business Associate agrees to account for any disclosure of PHI used or maintained as an Electronic Health Record (as defined in Section 5) (“EHR”) in a manner consistent with 45 C.F.R. § 164.528 and related guidance issued by the Secretary from time to time; provided that an individual shall have the right to receive an accounting of disclosures of EHR by the Business Associate made on behalf of the Covered Entity only during the three years prior to the date on which the accounting is requested directly from the Business Associate.

(d) In the case of an EHR that the Business Associate acquired on behalf of the Covered Entity as of January 1, 2009, paragraph (c) above shall apply to disclosures with respect to PHI made by the Business Associate from such EHR on or after January 1, 2014. In the case of an EHR that the Business Associate acquires on behalf of the Covered Entity after January 1, 2009, paragraph (c) above shall apply to

disclosures with respect to PHI made by the Business Associate from such EHR on or after the later of January 1, 2011 or the date that it acquires the EHR.

2.12 Business Associate agrees to comply with the “Prohibition on Sale of Electronic Health Records or Protected Health Information,” as provided in Section 13405(d) of Subtitle D (Privacy) of ARRA, and the “Conditions on Certain Contacts as Part of Health Care Operations,” as provided in Section 13406 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

2.13 Business Associate acknowledges that, effective on the Effective Date of this BAA, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended, for failure to comply with any of the use and disclosure requirements of this BAA and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

3.1 General Uses and Disclosures. Business Associate agrees to receive, create, use, or disclose PHI only in a manner that is consistent with this BAA, the Privacy Rule, or Security Rule (as defined in Section 5) and only in connection with providing services to Covered Entity; provided that the use or disclosure would not violate the Privacy Rule, including 45 C.F.R. § 164.504(e), if the use or disclosure would be done by Covered Entity. For example, the use and disclosure of PHI will be permitted for “treatment, payment and health care operations,” in accordance with the Privacy Rule.

3.2 Business Associate may use or disclose PHI as Required By Law; however, if Business Associate believes that it has a legal obligation not contemplated in this Agreement to disclose PHI, it will notify the Covered Entity in writing as soon as practicable after it learns of such obligation, and if the Covered Entity objects to the disclosure, Business Associate will allow the Covered Entity to exercise the legal rights or remedies Business Associate might have to object to such disclosure.

3.3 Business Associate agrees to make uses and disclosures and requests for PHI consistent with covered entity’s Minimum Necessary policies and procedures, as may be specified in the Underlying Agreement.

3.4 Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by the Covered Entity.

3.5 Business Associate agrees to ensure that any agent, including any authorized subcontractor that creates, receives, maintains, transmits, uses, or has access to PHI in the performance of the Underlying Agreement agrees, in writing, to the same restrictions, conditions, and requirements on the use, disclosure, and safeguarding of such PHI that apply to the Business Associate in this Agreement.

4. OBLIGATIONS OF COVERED ENTITY.

4.1 Covered Entity shall:

(a) Provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with the Privacy Rule, and any changes or limitations to such notice under 45 C.F.R. § 164.520, to the extent that such changes or limitations may affect Business Associate’s use or disclosure of PHI.

(b) Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate’s use or disclosure of PHI under this BAA.

(c) Notify Business Associate of any changes in or revocation of permission by an individual to use or disclose PHI, if such change or revocation may affect Business Associate’s permitted or required uses and disclosures of PHI under this BAA.

4.2 Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Rule if done by Covered Entity, except as provided under Section 3 of this BAA.

5. **COMPLIANCE WITH SECURITY RULE.**

5.1 Effective April 20, 2005, Business Associate shall comply with the HIPAA Security Rule, which shall mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. Part 160 and Subparts A and C of Part 164, as amended by ARRA and the HITECH Act. The term “Electronic Health Record” or “EHR” as used in this BAA shall mean an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

5.2 In accordance with the Security Rule, Business Associate agrees to:

(a) Implement the administrative safeguards set forth at 45 C.F.R. § 164.308, the physical safeguards set forth at 45 C.F.R. § 164.310, the technical safeguards set forth at 45 C.F.R. § 164.312, and the policies and procedures set forth at 45 C.F.R. § 164.316 to reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule. Business Associate acknowledges that, effective on the Effective Date of this BAA, (a) the foregoing safeguards, policies, and procedures requirements shall apply to Business Associate in the same manner that such requirements apply to Covered Entity, and (b) Business Associate shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguards, policies, and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements;

(b) Require that any agent, including a Subcontractor, to whom it provides such PHI agrees in writing to implement reasonable and appropriate safeguards to protect the PHI; and

(c) Report to the Covered Entity any Security Incident of which it becomes aware.

6. **LIABILITY.**

Business Associate shall bear the responsibility and liability for any and all losses, expense, damage, or injury (including, without limitation, all costs and reasonable attorneys’ fees) that the Indemnified Parties may sustain as a result of, or arising out of (a) a breach of this BAA by Business Associate or its agents or Subcontractors, including but not limited to any unauthorized use, disclosure, or breach of PHI, (b) Business Associate’s failure to notify any and all parties required to receive notification of any Breach of Unsecured PHI pursuant to

Section 2.4, or (c) any negligence or wrongful acts or omissions by Business Associate or its agents or Subcontractors, including without limitations, failure to perform Business Associate's obligations under this BAA, the Privacy Rule, or the Security Rule.

Notwithstanding the foregoing, nothing in this Section shall limit any rights any of the Parties may have to additional remedies under the Underlying Agreement or under applicable law for any acts or omissions of Business Associate or its agents or Subcontractors.

7. TERM AND TERMINATION.

7.1 This BAA shall be in effect as of June 30, 2017, and shall terminate on the earlier of the date that:

- (a) Either party terminates for cause as authorized under Section 7.2.
- (b) All of the PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. If it is not feasible to return or destroy PHI, protections are extended in accordance with Section 7.3.
- (c) Either party terminates the Underlying Agreement for any reason as provided in the Underlying Agreement.

7.2 Upon either party's knowledge of material breach by the other party, the non-breaching party shall provide an opportunity for the breaching party to cure the breach or end the violation; or terminate the BAA. If the breaching party does not cure the breach or end the violation within a reasonable timeframe not to exceed thirty (30) days from the notification of the breach, or if a material term of the BAA has been breached and a cure is not possible, the non-breaching party may terminate this BAA and the Underlying Agreement, upon written notice to the other party.

7.3

Upon termination of this BAA for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

- (a) Retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities.
- (b) Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the remaining PHI that the Business Associate still maintains in any form.
- (c) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this Section 7, for as long as Business Associate retains the PHI.
- (d) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at paragraphs (2) and (3) above [under "Specific Other Uses and Disclosures"] which applied prior to termination.
- (e) Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the PHI retained by Business

Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

7.4 The obligations of Business Associate under this Section 7 shall survive the termination of this BAA.

8. RIGHT TO INJUNCTIVE RELIEF.

8.1 Business Associate expressly acknowledges and agrees that the breach, or threatened breach, by it of any provision of this Agreement may cause the Covered Entity to be irreparably harmed and that the Covered Entity may not have an adequate remedy at law. Therefore, Business Associate agrees that upon such breach, or threatened breach, the Covered Entity will be entitled to seek injunctive relief to prevent Business Associate from commencing or continuing any action constituting such breach without having to post a bond or other security and without having to prove the inadequacy of any other available remedies. Nothing in this paragraph will be deemed to limit or abridge any other remedy available to the Covered Entity at law or in equity.

9. MISCELLANEOUS.

9.1 The parties agree to take such action as is necessary to amend this BAA to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, ARRA, the HITECH Act, the HIPAA Rules, and any other applicable law.

9.2 The respective rights and obligations of Business Associate under Section 6 and Section 7 of this BAA shall survive the termination of this BAA.

9.3 This BAA shall be interpreted in the following manner:

(a) Any ambiguity shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.

(b) Any inconsistency between the BAA's provisions and the HIPAA Rules, including all amendments, as interpreted by the HHS, court, or another regulatory agency with authority over the Parties, shall be interpreted according to the interpretation of the HHS, the court, or the regulatory agency.

(c) Any provision of this BAA that differs from those required by the HIPAA Rules, but is nonetheless permitted by the HIPAA Rules, shall be adhered to as stated in this BAA.

9.4 This BAA constitutes the entire agreement between the parties related to the subject matter of this BAA, except to the extent that the Underlying Agreement imposes more stringent requirements related to the use and protection of PHI upon Business Associate. This BAA supersedes all prior negotiations, discussions, representations, or proposals, whether oral or written. This BAA may not be modified unless done so in writing and signed by a duly authorized representative of both parties. If any provision of this BAA, or part thereof, is found to be invalid, the remaining provisions shall remain in effect.

9.5 This BAA will be binding on the successors and assigns of the Covered Entity and the Business Associate. However, this BAA may not be assigned, in whole or in part, without the written consent of the

other party. Any attempted assignment in violation of this provision shall be null and void.

9.6 This BAA may be executed in two or more counterparts, each of which shall be deemed an original.

9.7 Except to the extent preempted by federal law, this BAA shall be governed by and construed in accordance with the laws of Georgia.

IN WITNESS WHEREOF, the parties hereto have executed this BAA as of the date first above written.

FULTON COUNTY

Robert L. Pitts, Chair
District 7 (At Large)

ATTEST:

APPROVED AS TO FORM:

Jesse Harris,
Clerk to the Commission

Patrise Perkins-Hooker,
County Attorney

FULTON COUNTY BOARD OF HEALTH

Kathleen E. Toomey, M.D., M.P.H.
District Health Director

Approved as to Form:

Attorney for the Fulton County Board of Health

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF
SERVICES
between
FULTON COUNTY, GEORGIA and
THE FULTON COUNTY BOARD OF HEALTH**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement” or “IGA”), by and between **Fulton County, Georgia (“County”),** a political subdivision of the State of Georgia and the **Fulton County Board of Health (“BOH”),** an independent agency created pursuant to state law, is entered into this 12th day of April, 2017, and effective as of June 30, 2017 (“Effective Date”).

WHEREAS, prior to April 27, 2016, there existed a Fulton County Board of Health and Wellness that was authorized by O.C.G.A. § 31-3-2.1 and this entity operated within Fulton County, both inside and outside the corporate limits of municipalities located in Fulton County; and

WHEREAS, effective April 27, 2016, the Georgia General Assembly enacted House Bill 885 (“H.B. 885”): (i) repealing O.C.G.A. § 31-3-2.1, which had given Fulton County its ability to create its distinctive County Board of Health, and (ii) providing that the existing Fulton County Board of Health and Wellness shall remain in existence and operable and its board members shall remain in office until a county board of health is constituted pursuant to the general state laws governing independent boards of health formed pursuant to O.C.G.A. § 31-3-1 et seq., or until June 30, 2017, whichever occurs first; and

WHEREAS, on April 12, 2017, the Fulton County Board of Commissioners adopted Resolution No. 17-0298 dissolving the existing Fulton County Board of Health and Wellness, and adopted Resolution No. 17-0299 establishing and creating a new and independent agency that shall be known as the “Fulton County Board of Health,” which will be operable under the provisions of O.C.G.A. § 31-3-1 et seq., the general laws governing all other boards of health in Georgia; and

WHEREAS, via Resolution 17-0299, the Board of Commissioners also authorized County staff to take all the necessary steps to address the future functions and services that may be provided by the County’s various departments and programs to this new Fulton County Board of Health, to ensure its viability; and

WHEREAS, the County and the BOH desire to enter into a formal IGA wherein the County shall provide a broad range of services, to include, but not limited to, financial assistance, and related services and functions for, and to, the BOH; and

WHEREAS, for purposes of this Agreement, the BOH shall not be construed as a “County Contractor” or “County Vendor” under the Fulton County Code of Ethics, but is

instead, a separate and independent governmental entity, with the effect being that nothing shall prevent the BOH from immediately hiring or employing any County employee as a BOH employee ; and

WHEREAS, it is the intent of the parties for the foregoing recitals to be incorporated into the body of this IGA; and,

WHEREAS, it is the intent of the parties for this Agreement to be under seal.

NOW THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual promises, covenants and undertakings of the parties hereinafter set forth, and for the public purposes herein contained and provided for, Fulton County and the Fulton County Board of Health covenant, agree and bind themselves as follows:

ARTICLE 1

PURPOSE AND INTENT

1.1 The purpose of this Agreement is to provide for the orderly transition of the administration of health and related services from Fulton County and the County's Department of Health and Wellness, to the newly created independent Fulton County Board of Health ("BOH"). The BOH, as authorized by H.B. 885 (Laws 201, Act 467, § 1, effective April 27, 2016) of the 2016 Georgia General Assembly was created by resolution of the Fulton County Board of Commissioners on April 12, 2017.

1.2 The County agrees to provide the BOH with the services specified herein or as may be needed to enable the BOH to fulfill its statutory purposes and duties under Georgia laws, rules, and regulations.

1.3 The County and BOH shall each cooperate with the other to the fullest extent necessary to fully effectuate the intent and purpose of this Agreement, and shall make available to each other for review or inspection any and all documents, accounts, and other records necessary for the performance of this Agreement.

ARTICLE 2

POWERS AND DUTIES

2.1 In furtherance of the public purposes of this Agreement, the County and BOH hereby represent and warrant to each other the following:

2.1.1 Authority. Each party hereto expressly represents and warrants that (i) it has the power to make, deliver and perform this Agreement, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement; (ii) this Agreement when executed will be legally binding upon the parties and enforceable in accordance with the terms hereof; and (iii) no further consent or approval of any other party not specifically mentioned herein is

required in connection with the execution, delivery, performance, validity and enforcement of this Agreement, unless where required by law. Without limiting the generality of the foregoing, each party hereby expressly acknowledges and represents that it has officially adopted and otherwise approved this Agreement at a meeting of its governing authority in accordance with the Constitution and laws of the State of Georgia, to include, without limitation, the Georgia Open Meetings Act, O.C.G.A. § 50-14-1 et seq., O.C.G.A. § 31-3-1 et seq., and House Bill 885 (Laws 201, Act 467, § 1, effective April 27, 2016). To the knowledge of the County and the BOH, there are no actions, suits or proceedings pending or threatened, in any court or before any governmental authority, domestic or foreign against, by or affecting the County or BOH which affect or question the validity or enforceability of this Agreement or of any action taken by the County or the BOH under this Agreement.

2.1.2 Public Purpose. This Agreement and the services contemplated herein are for the public welfare and benefit and are undertaken in accordance with the laws and Constitution of the State of Georgia. Without limiting the foregoing, the parties specifically and expressly warrant and represent, and do hereby find, that this Agreement (i) pertains to the provision of services and activities which the parties are by law authorized to undertake and provide; (ii) is otherwise authorized under the Intergovernmental Contracts Clause of the Georgia Constitution of 1983, Art. IX, Sec. III, Par. I(a); (iii) does not authorize the creation of new debt as contemplated by Ga. Const. of 1983, Art. IX, Sec. V. Par. I(a); and (iv) does not violate O.C.G.A. § 36-30-3(a) or otherwise prevent free legislation by any party in matters of government, and shall be binding and enforceable against the parties and their successors during the term hereof in accordance with its terms.

2.1.3 No Conflicting Agreements. The execution, delivery and performance of this Agreement will not violate or contravene any contract, undertaking, instrument or other agreement to which the County or the BOH is a party or which purports to be binding upon said parties. Furthermore, the execution, delivery and performance of this Agreement does not violate the provisions of any party's enabling legislation or Code of Ordinances, or any statutory or decisional laws of the State of Georgia regarding similarly situated boards of health in the State of Georgia or political subdivisions of said State. The representations and warranties contained in this Article shall be true and correct as of the date hereof and such representations and warranties, and the obligation of the County and the BOH to perform their respective obligations under this Agreement shall be expressly conditioned upon said representations and warranties being true and correct on the date hereof. Furthermore, each party hereto specifically acknowledges and agrees that it shall be forever estopped from making any claim, counterclaim, assertion, or other argument of any kind against the other party contrary to the representations and warranties set forth in this Agreement.

ARTICLE 3

TERM OF AGREEMENT/TERMINATION

3.1 Term. The term of this Agreement (the "Term") shall commence on the Effective Date hereof and this Agreement shall remain in full force and effect for fifty (50) years, in accordance with the provisions of Ga. Const. Article IX, Section III, Paragraph I, unless terminated pursuant to provisions of this Agreement. Nothing herein shall be construed to prevent the parties from agreeing to extend the term of the Agreement.

3.2 Termination.

3.2.1. Termination Without Cause. The parties may mutually agree to terminate this Agreement without cause, with the consent and approval of the governing body of each party.

3.2.2 Termination for Cause. This Agreement may not be terminated for cause. The parties agree to resort to the remedies set forth in paragraphs 4.3 and 4.4, in lieu of the ability to terminate of the Agreement for cause.

ARTICLE 4

REMEDIES

4.1 It is hereby stipulated and agreed between the parties that, with respect to any claim or action arising out of the activities described in this Agreement, each party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the negligence, actions, or omissions of its own agents, officers, and employees. The County may self-fund its obligations under this Agreement. The BOH agrees to procure insurance pursuant to O.C.G.A. § 45-9-1 or through other means, to cover its obligations under this Agreement. However, nothing herein shall be construed as a waiver of any party's sovereign immunity or the immunities available to the officials, officers and employees of the parties.

4.2 In the event of a breach or an attempted or threatened breach of any provisions of this Agreement, the parties agree that the remedies at law available to enforce this Agreement would in all likelihood be inadequate and, therefore, the provisions of this Agreement may be enforced by a mandatory or prohibitory injunction or decree of specific performance upon the application of either party to a court in Fulton County having jurisdiction over such dispute. The remedies herein are in addition to all other remedies available under law, including the termination provisions of this Agreement.

4.3 Should any dispute arise under or about this Agreement (including, but not limited to, disputes pertaining to the interpretation of any term or provision of this Agreement, the type of program, activity, service, or action that is intended or contemplated hereunder, or the manner or level in which any program, service, activity, or other action intended or contemplated hereunder is provided or undertaken) and the parties are not able to work out such dispute between themselves, through mediation to a court in Fulton County having jurisdiction over such dispute,

this Agreement may not be terminated unless both parties agree, and the parties' sole and exclusive relief and remedy (absent mutual agreement to terminate, modify, or amend the Agreement) for any dispute arising under this Agreement or for any breach of any term, provision, or covenant hereof shall be the enforcement of the provisions and terms of this Agreement by a mandatory or prohibitory injunction or decree of specific performance through a court in Fulton County having jurisdiction over such a dispute.

4.4 Should the County or BOH believe that the other party has breached, is breaching, or has attempted or threatened to breach any of the provisions or terms of this Agreement, the non-breaching party, prior to seeking any judicial, administrative, or other formal enforcement of the provisions and terms of this Agreement must give notice of such breach and/or potential or possible breach to the other party and a thirty (30) day opportunity to cure or correct such breach or cease the activities that are causing a breach and/or giving rise to a potential or possible breach. If the breach and/or potential or possible breach specified in such notice is cured within said 30 day period, then such notice shall be deemed withdrawn, and no cause of action or right to seek enforcement of the breach and/or potential or possible breach specified in such notice shall be deemed to exist.

ARTICLE 5

BUDGETARY APPROPRIATIONS

The County's yearly contribution to the BOH under this Agreement shall be established by the BOH budget approved by the Fulton County Board of Commissioners, at the County's sole discretion, on an annual basis. Using the County budget application, the BOH shall submit a budget request to the County for General Fund appropriation during the same period as other County Agencies and departments including a report of the unrestricted fund balance at the close of the previous fiscal year. Nothing herein shall be interpreted to restrain, impair or impact the BOH's ability to seek funding from other sources, whether federal, state, or private.

ARTICLE 6

**SERVICES PROVIDED BY FULTON COUNTY
TO THE BOARD OF HEALTH**

6.1 Personnel:

6.1.1 Executive Director. The Executive Director shall be appointed by the Commissioner of Public Health for the State of Georgia and confirmed by the BOH, and such Executive Director shall meet the qualifications specified in O.C.G.A. § 31-3-11. The Executive Director will provide administrative and supervisory services with respect to the County employees assigned to support the BOH. For purposes of this Agreement, the Executive Director is designated as the Appointing Authority or Departmental Director for all County employees assigned to the BOH, and shall serve in this capacity and have the same authority over all County employees assigned to the BOH, as other County Appointing Authorities have over County employees under their charge, and as

the duties and powers of County Appointing Authorities are set forth in applicable County laws, rules, regulations, and policies, including but not limited to the County's Personnel Policies and Procedures. The Executive Director shall also have the responsibility to attend key senior level staff meetings as requested by the County Manager and/or his/her designee.

6.1.2 Due to the importance of this function and the role that the BOH, through its Executive Director has and in order to protect the Fulton County brand, establish and meet customer service levels, manage Fulton County provided funds, and utilize Fulton County information systems, as well as to lead Fulton County employees, the Executive Director shall coordinate the activities of the BOH closely with the County Manager and/or his/her designee through regular interaction, performance reports and providing periodic BOC updates.

6.1.3 The parties agree that the BOH, through the Executive Director, will provide supervisory direction to the employees of Fulton County assigned to support the BOH. Such supervision shall consist of the following: (i) management and direction of day-to-day operations and activities of the employees; (ii) supervision and direction of employees, including assignment of duties, addressing of employee concerns, and evaluation of performance; (iii) hiring and terminating employees in accordance with County personnel regulations, policies and procedures; (iv) any other functions as may be necessary; (v) approving of employees' leave, time and attendance consistent with County personnel regulations, policies and procedures; and (vi) have signatory authority to execute this Agreement, including but not limited to signing all papers, documents, contracts or related instruments related to fulfilling his/her duties under this Agreement.

6.1.4 The BOH, acting through the Executive Director, further agrees that personnel transactions involving any County employee under the supervision of the Executive Director will be conducted in accordance with County regulations, policies, rules or procedures.

6.1.5 The BOH will utilize the County's HR system including the County's time-keeping system, in the administration of County employees under the County's personnel policies and regulations. For purposes of this Agreement, such records will be maintained by the County.

6.1.6 The Executive Director, Board of Directors and other state employees of the BOH are provided insurance through the State of Georgia program as permitted by O.C.G.A. § 45-9-1, with such insurance coverage to include, but not limited to, Professional Liability Insurance, Workers Compensation, and General Liability. Evidence of the aforementioned coverage shall be provided to Fulton County Government upon the commencement of coverage. The BOH insurance shall apply as Primary Insurance, before any other insurance or self-insurance, including any deductibles, non-contributory.

6.1.7 The County shall maintain applicable professional (Errors & Omissions) insurance coverage, solely for the benefit of the "Legal Entity" as it relates to the services defined in the Intergovernmental Agreement (IGA), to cover the BOH from and against

suits and claims that may be brought against the BOH in this capacity. The County reserves the right to self-fund this coverage.

6.2 BOH employees

6.2.1 The BOH may hire BOH Employees, who shall not be County employees, to work alongside any County employee or others. The BOH, at its own expense, shall maintain statutory and employee liability coverage for BOH employees. Nothing in this Agreement shall be construed to prevent the BOH from hiring a current Fulton County employee to immediately become a BOH Employee.

6.3 Assigned County employees to BOH

6.3.1 The County agrees to provide the services of Fulton County employees to perform the services identified in this Agreement for the BOH, to enable it carry out its day-to-day functions, and the BOH agrees to accept and utilize the services of the County employees, as provided by this Agreement.

6.3.2 When assigned to the BOH, the County employee shall be under the supervision and direction of the BOH's Executive Director and the BOH's management and supervisory employees, or by a State of Georgia employee, as determined by the Executive Director.

6.3.3 The BOH, acting through the Executive Director, shall determine the precise tasks, services and assignments that each County employee will perform pursuant to this Agreement.

6.3.4 All BOH documents shall be the property of the BOH and subject to its document retention, management and other applicable policies and regulations.

6.3.5 If a County employee undertakes any business-related travel or incurs other business-related expenses in connection with assigned duties by the BOH, then the BOH shall be responsible for payment or reimbursement of the County employee's allowable expenses in accordance with the County's travel and reimbursement policy and procedures, until such time as the BOH promulgates its own travel and reimbursement policy and procedures.

6.3.6 Each assigned County employee will remain a full-time regular employee of Fulton County, will remain on the County's payroll, will remain subject to the County's general personnel administration (provided that the BOH may promulgate or adopt additional personnel procedures not inconsistent with the County's personnel procedures), and will continue to receive compensation and benefits solely from the County, unless discharged from such service or from employment by the County.

6.3.7 County employees shall remain subject to the County's personnel policies, procedures rules and regulations. The County shall be responsible for payment of all the County employees' salary and related benefits, pension, insurance, taxes and withholdings required under the County's personnel rules, policies and contracts and

applicable federal and state law. The County shall be responsible for keeping and maintaining the personnel file, payroll, and other records of the County employees, in a similar fashion to other employees of Fulton County.

6.3.8 County employees shall use the Kronos time system or any other time-keeping system used by the County. Where necessary, the BOH may keep daily time reports of the County employees for submittal to the County or as such records may be kept as agreed by the Fulton County Department of Human Resources Management and/or the County's Finance Department showing the hours worked by the County employee pursuant to this Agreement.

6.3.9 The County shall maintain Statutory Workers' Compensation & Employer's Liability coverage for County employees assigned to the BOH. The County shall retain the right to self-fund for this required coverage. The coverage cost will be assessed in the same manner as other County agencies and departments to the BOH for payment.

6.3.10 Workers' Compensation Insurance. The BOH, for the BOH employees (non-County employees) hired by the BOH, at BOH's sole cost and expense, will procure and maintain for the duration of this Agreement, Statutory Workers Compensation & Employer's Liability Insurance in compliance with the State of Georgia - Workers Compensation Act as well as Employers' Liability Insurance maintained with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease, pursuant to O.C.G.A. § 45-9-1. Evidence of such coverage shall be provided to the Fulton County's Risk Manager.

6.4 Human Resources:

The County agrees to provide human resources functions for the BOH degree as is set forth in Section 2.1.1 of the Board of Health and Fulton County Government Shared Services Functions – Service Level Agreement (“BOHSLA”), as the same may be amended from time-to-time. The BOHSLA is attached hereto as Attachment “1” and is incorporated by reference as is fully set forth herein.

6.5 Budget and Funding:

6.5.1 Fulton County shall provide funding to the BOH in accordance with the County's statutory or legal obligations under applicable laws, subject to approval by the Board of Commissioners. Notwithstanding the foregoing, nothing herein shall obligate the County to provide funding to the BOH beyond the County's statutory or legal obligation under Georgia law or other applicable law. The BOH shall follow the same process as other County agencies in requesting its annual budget. The monies allocated to the BOH shall be funded from the General Fund.

6.5.2 The County agrees to serve as the BOH's financial agent and to pay the actual costs of services provided to the BOH by its contractors, vendors and others, but only through authorized requisitions submitted by the BOH to the County and only up to the monetary limits provided in the BOH's authorized and approved budget. The County's

Finance Department is expressly authorized to establish temporary full-year budgets for the BOH each year in anticipation of the BOH receiving its Grant-in-Aid funding from the State of Georgia. The Finance Department shall make any necessary adjustment to the BOH's budget upon receipt of Grant-in-Aid funding, which is targeted for a specific program that is included in the approved annual budget. Since the last pay-period for the current Grant-in-Aid grant year (GY16) ends on June 13, 2017, it is agreed by both parties that the first pay-period for the BOH in the new Grant-in-Aid grant year (GY17) shall begin on June 14, 2017 with a pay date of July 7, 2017. Since the new grant year for the BOH begins in July of each year, which is in the middle of the County fiscal year, the Finance Department is authorized to use the approved County General Fund budget for each year to determine the General Fund budget amount to establish for the BOH in each new grant year subject to adjustment when the County General Fund budget for the following fiscal year is determined. Any budget changes during the year to BOH's General Fund allocation shall follow the same process and procedures outlined in the County budget ordinance. The parties acknowledge and agree that adjustments to the budgets may result in corresponding service level adjustments.

6.5.3 The BOH agrees that the County shall serve as the BOH's financial agent and is authorized to make payments on the BOH's behalf and bind the BOH to any such obligations to pay for services identified in the requisitions (invoices) submitted by the BOH to the County for payment. The BOH agrees, through its authorized representative, to execute any necessary documents required by the County to serve as the BOH's financial agent. The BOH agrees that the County will assist with budget control and oversight functions, similar to the service provided to other County agencies. The BOH shall provide its approved Grant-in-Aid funding upon receipt from the state.

6.5.4 The County shall be reimbursed for all personnel costs incurred on behalf of the BOH. Reimbursement shall be made on a monthly basis.

6.5.5 In the event County funds are required to pay BOH contractors, vendors, and others, the BOH agrees to reimburse the County in a timely fashion.

6.5.6 Indirect Cost Rate: As is provided in this Agreement in further detail, Fulton County will serve as the primary agent for all matters involving Finance, Human Resources, Procurement, Information Technology, Legal, and other support services as deemed necessary by both parties. The costs of these central services will be charged to the BOH based on either the most recent Indirect Cost Rate Proposal as developed in the Cost Allocation Plan or a negotiated rate agreed upon by both parties.

6.5.7 The BOH agrees to provide the County with the most recent copy of the Grant-in-Aid Master Agreement and all amendments thereto in a timely fashion.

6.6 County Facilities:

6.6.1 Maintenance. The County shall maintain in good working condition for the benefit of the BOH, all necessary facilities provided to house the BOH solely as

determined by the County, that are necessary and proper for BOH to perform the services, duties and responsibilities described in this Agreement.

6.6.2 Facilities. The County shall provide the physical space to house the BOH. The size and location of such space shall be determined by the County in consultation with the BOH.

6.6.3 Cleaning/Janitorial. Fulton County shall be responsible for providing cleaning and janitorial services for facilities occupied by the BOH that are owned by the County. For non-County-owned facilities occupied by the BOH, the lessor/landlord leasing to the County is responsible for the provision of maintenance, cleaning/janitorial services. The BOH and County agree to discuss and determine which party shall be responsible in these instances and who is responsible for the payment for these services.

6.6.4 Insurance. The County shall maintain appropriate insurance coverage on any equipment and facilities made available by the County to the BOH, where necessary. Notwithstanding this provision, the County reserves the right to self-fund this requirement.

6.7 Procurement and Contract Administration:

6.7.1 The County agrees that the Fulton County Purchasing and Contract Compliance Department (“Purchasing”) will provide procurement and contract administration services for the BOH in the manner set forth in Section 2.1.5 of the Board of Health and Fulton County Government Shared Services Functions – Service Level Agreement (“BOHSLA”), as same may be amended from time-to-time. The Purchasing Department and BOH may agree to amend the services identified in BOHSLA upon their mutual consent, from time-to-time, and shall require BOC approval where the additional services exceed the available budget provided annually to the BOH.

6.7.2 The BOH shall adopt its own procurement and purchasing regulations which shall be adhered to by the County’s Purchasing Department while carrying out the procurement and contract administration services. If there is a conflict between the regulations followed by the Purchasing Department in providing the services and those policies or regulations adopted by the BOH, the BOH policies and regulations shall govern. Nothing herein shall prevent the BOH from adopting the County’s purchasing regulations and policies.

6.7.3 Purchasing and Travel card. If the BOH elects to have purchasing and travel cards issued to its employees by the County, the BOH employees will have to adhere to the policies and procedures developed by the County governing the use of the same. The BOH is permitted to adopt its own policies and procedures governing any purchasing, travel or other credit cards that it issues solely based upon its credit underwriting and security.

6.8 Intellectual Technology Services:

6.8.1 The County agrees that the Fulton County Information Technology Department (“FCIT”) will provide information technology functions for the BOH as set forth in Section 2.1.4 of the Board of Health and Fulton County Government Shared Services Functions – Service Level Agreement (“BOHSLA”), as same may be amended from time-to-time. FCIT and BOH may agree to amend these BOHSLA services upon their mutual consent, from time-to-time, and shall require BOC approval where the additional services exceed the available budget provided by the County annually to the BOH. FCIT agrees to provide BOH with a list of software, licenses, hosted applications, programs, infrastructure services, and equipment that are being used and provided in furtherance of the delivery of the services.

6.8.2 FCIT shall provide the IT-related services at all locations occupied by the BOH. The locations may change upon the BOH providing written notice to FCIT, and the services are provided for in the BOH budget.

6.8.3 Intellectual Property Rights. The County agrees, where permissible, to grant to the BOH a non-exclusive, irrevocable, royalty-free license to use any elements of the IT-related, system, software, applications or related equipment provided as part of performing the services. The County shall retain any and all copyright, other intellectual property rights and any other data or material or interest the County may have in the assets used in providing the services, whether finished or unfinished, unless the rights are expressly assigned to the BOH by separate written agreement. If any third-party intellectual property rights are used to provide the services, the County shall ensure that it has secured all necessary consent and approval to use such third party intellectual property rights for the permitted use.

6.8.4 Domain names and websites. All domain names and webpages relating to the services provided by the County to the BOH shall be registered in the name of Fulton County with the County being the owner of these resources. Nothing herein shall prevent the County from assigning or transferring any domain name or website to the BOH as may be necessary.

6.8.5 Warranty. The County represents and warrants that: (i) it will perform the services with reasonable care and skill; and (ii) the services and the equipment provided under this Agreement will not infringe or violate any intellectual property rights or other right of any third party.

6.8.6 Confidentiality. Neither party will use, copy, adapt, alter or part with any information of the other which is disclosed or that otherwise comes into its possession under or in relation to this Agreement and which is of a confidential nature. This obligation will not apply to information which the recipient can prove was already in its possession on the date it was received or obtained from the other party, or which the recipient obtains from some other person with good legal title to it, or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which independently developed by or for the recipient.

6.8.7 Grant of Access. Where permissible, the County agrees to, where permissible, grant designated individuals identified by the BOH with access to IT-related systems, applications, programs, software and equipment, where necessary, after required security protocols are put in place.

6.8.8 Compliance with Applicable Laws. The parties acknowledge that they must comply with the applicable provisions of the Health Insurance Portability And Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8 (“HIPAA”), and the requirements of all regulations promulgated there under, including, without limitation, the federal, privacy regulations as contained in 45 CFR Parts 160, 162, and 164.

6.9 Finance

6.9.1 The County agrees that the Fulton County Finance Department (“Finance”) will provide financial services for the BOH as set forth in Section 2.1.2 of the Board of Health and Fulton County Government Shared Services Functions – Service Level Agreement (“BOHSLA”), as same may be amended from time-to-time. Finance and BOH may agree to amend these BOHSLA services upon their mutual consent, from time-to-time, and shall require BOC approval where the additional services exceed the available budget provided annually to the BOH.

6.9.2 The County shall continue to provide medical billing and collection services for the BOH until such time as the BOH enters into a contract with a third party for such services.

6.9.3 The County shall continue to provide billing and collection services for Environmental Health services until such time as the BOH notifies the County that the BOH is prepared to begin providing these services internally, or through a contract with a third party, at the discretion of the BOH.

6.9.4 All of Fulton County’s financial policies shall remain in effect until the BOH adopts a policy mutually agreeable between FCFD and BOH that supersedes it.

6.9.5 County employees shall remain subject to the County’s financial policies, practices and procedures. The County shall be responsible for keeping and maintaining the financial files and other records, in a similar fashion to other financial records of Fulton County.

6.10 Grants

6.10.1 The County agrees that Finance will provide grants administration services for the BOH as set forth in Section 2.1.3 of the Board of Health and Fulton County Government Shared Services Functions – Service Level Agreement (“BOHSLA”), as same may be amended from time-to-time. The Finance Department and BOH may agree to amend these services upon their mutual consent, from time-to-time, and shall require BOC

approval where the additional services exceed the available budget provided annually to the BOH.

6.10.2 It is the intent of the parties that all grants in effect as of the Effective Date of this Agreement shall remain under the custody and control of the County until each grant, or the County's obligation under such grant, ends or is terminated. If necessary the County agrees to timely assign to the BOH any grant or grant funds held by the County from any source, be it state, federal or private, when such assignment is requested in writing by the BOH in conjunction with the appropriate granting agency. The parties agree to be flexible in the assignment of any grants between the parties so as to fulfill the purpose of the grants and to ensure that grant availability and funding are not jeopardized. In the event the County's obligation under such grant ends or is terminated, employees associated with these grants will be separated from the County.

6.10.3 The BOH shall submit all new grant applications directly to the designated grantor starting July 1, 2017. All new awards and agreements after this date shall be executed and managed by the BOH.

6.10.4 In the event the County becomes the sub-recipient of an award from the BOH, the BOH agrees to provide the necessary oversight and monitoring required by the grantor.

6.10.5 The County will hire the necessary staff to administer the program. In the event the County's obligation under such grant ends or is terminated, employees associated with these grants will be separated from the County.

6.11 Contracts/Memoranda of Understanding

It is the intent of the parties that all existing contracts and Memoranda of Understanding ("MOUs") regarding or concerning the BOH shall remain under the custody and control of the County until the County's obligations under such contracts or MOUs end or are terminated. If necessary, the County agrees to timely assign to the BOH any contract or MOU held by Fulton County from any source, be it state, federal or private, for services or functions provided for the BOH, when such assignment is requested in writing by the BOH explaining the basis of the request. The parties agree to be flexible in the assignment of any contracts or MOUs between the parties so as to fulfil the purpose of the contracts and MOUs. Attached hereto as Attachments "2" and "3" are a list of contracts and memoranda of understandings that are assigned between the parties upon the Effective Date of this Agreement, conditioned upon one party making a written request to the other to execute the assignment. For purposes of this section, the Chairman of the Board of Commissioners is authorized to execute the appropriate written assignment document, subject to approval as to form and substance by the County Attorney who can make any necessary modifications thereto, prior to execution by the Chairman.

6.12 Audit

The parties agree that the County shall provide auditing services until June 30, 2017, at which time the BOH shall be required to procure and obtain its own independent auditing services.

6.13 Audited Financial Statements

The BOH shall provide to the County audited financial statements, including income statements, balance sheets, and any changes in financial position on an annual basis, or as requested by the County. Such statements shall be prepared in accordance with generally acceptable accounting principles and standards consistently applied. The parties acknowledge that these financial statements will be a part of the County's consolidated annual statements, so timely adherence to this provision is needed. The BOH shall be solely responsible for the preparation of the statements, with the County providing any necessary information in the County's possession.

6.14 Legal Services

Legal services for the BOH shall be provided by attorneys or an attorney designated by the Fulton County Attorney from time-to-time, at the Fulton County Attorney's sole discretion. If the BOH requests a specially assigned attorney, the BOH shall be responsible for all of the salary and benefit costs required for this position.

6.15 County's Right to Audit

The BOH shall establish and maintain a reasonable accounting system that enables the County to readily identify BOH's assets, expenses, costs of services and use of funds. The BOH shall at all times during the term of this IGA and for a reasonable period after completion of this IGA, maintain such records, together with such supporting or underlying documents and materials, with such records to include, but not limited to, accounting records, written policies and procedures, subcontracts, all paid vouchers, other reimbursements, invoices, canceled checks, electronic payments, bank statements, insurance documents, payroll documents, timesheets and correspondence, among others.

The County and its authorized representatives shall have the right to audit, to examine, and to make copies of, or extract from, all financial and related records, at the County's expense, relating to or pertaining to this IGA or operations of the BOH that are kept under the control of the BOH, including, but not limited to those records kept by the BOH, its officials, employees, agents, assigns, contractors or subcontractors. Such records shall be made available to the County or its authorized representatives during normal business hours at the BOH's place of business or a location convenient to the parties, upon two (2) days written notice, or by arraignment of the parties. The BOH shall ensure that the County's right to audit is included in contracts that the BOH's have with other parties that may be the custodian of such records.

ARTICLE 7

RECORDKEEPING AND REPORTING

7.1 The parties agree to cooperate and coordinate the creation and the submittal to each other of any necessary reports, data or records that may be needed by each to carry out its essential functions and to comply with any reporting or auditing requirements of any regulatory agency. Each party shall have the right to assert, retain and protect the confidential and/or proprietary nature of any documents created by it.

7.2 The BOH shall adopt the State of Georgia’s minimum record retention requirements.

ARTICLE 8

MODIFICATIONS/ AMENDMENTS

This Agreement may be modified at any time during the term by mutual written consent of both parties.

ARTICLE 9

NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:

County Manager
141 Pryor Street, SW, Suite 10000
Atlanta, Georgia 30303

With a copy to: County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, Georgia 30303

If to the BOH:

Executive Director
10 Park Place, S.E.
4th Floor, Suite 445
Atlanta, Georgia 30303

ARTICLE 10

NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement, unless approved by the governing authorities of each party.

ARTICLE 11

CHANGE IN LAW

Effect of Change in Law/Agreement to Renegotiate. Should (i) a Court of competent jurisdiction rule that any provision of this Agreement violates any state or federal law, rule, or regulation; or (ii) counsel for both parties mutually determine that a ruling from a Court of

competent jurisdiction would adversely affect any provision of this Agreement, the parties agree to renegotiate such affected provisions for ninety (90) days in order to effect compliance with any such ruling. In the event the parties cannot reach a mutually agreeable resolution after ninety (90) days, the parties agree to submit the matter to non-binding mediation with the aim of reaching a mutually beneficial resolution.

ARTICLE 12

CONTRACT ADMINISTRATION

12.1 Contract Administration. Under this Article, the County Manager or his/her designee is designated as the County's Contract Administrator for this Agreement.

12.2 The goal of the Contract Administrator is to ensure that the Agreement is performed by all parties and that the responsibilities of both parties are performed in accordance with the terms and conditions of the Agreement. It is the responsibility of the County Manager or designee to designate County staff to oversee, monitor, and provide guidance to others performing duties required under this Agreement. Other responsibilities and duties include, but are not limited to:

12.2.1 Review all work that has been or is being performed; to confirm that the work being performed is in accordance with the terms and conditions of the Agreement; to monitor the progress of the Agreement, and to address any performance deficiencies.

12.2.2 If changes need to be made to the Agreement in the form of modifications, terminations or claims disposition, the Contract Administrator shall manage this process, document all actions taken regarding the Agreement, and maintain the original documentation concerning such actions in the official Agreement file.

12.2.3 The Contract Administrator shall be responsible for ensuring proper review and approval of invoices submitted by BOH or its contractors/vendors and for monitoring their payment for timeliness and accuracy.

12.2.4 Determine if all County property (if applicable) is accounted for.

12.2.5 Ensure that all issues, if any, have been resolved.

12.2.6 Determine whether all administrative actions have been completed.

12.2.7 Ensure that the official contract file contains all necessary documentation.

ARTICLE 13

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

ARTICLE 14

MISCELLANEOUS

14.1 Governing Law. This Agreement and each provision hereof shall be construed under and governed by the laws of the State of Georgia.

14.2 Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part, then such invalidity or unenforceability shall attach only to such clause or provision, or a part thereof, and shall not in any manner affect such clause or provision, or any other clause or provision in this Agreement.

14.3 Entire Agreement. This Agreement constitutes the entire Agreement between the parties regarding the rights and obligations discussed herein, and it is expressly understood and agreed that the Agreement may not be altered, amended, modified, or otherwise changed in any respect, except by a writing executed by each party or an authorized representative of each party.

14.4 Captions. The captions in this Agreement are for purposes of convenient reference only and form no part hereof.

14.5 Binding Effect. This Agreement, together with any amendments or attachments hereto, shall be binding upon the parties, and their heirs and successors.

14.6 Waiver. Failure of any party to pursue any remedy pursuant to the terms of this Agreement for any default by the other party or a party's waiver of any default or non-compliance by the other party shall not affect or impair either party's rights with respect to any subsequent default or non-compliance of the same or different nature. Furthermore, a party's delay or omission in asserting any right which the party may have hereunder will not constitute a waiver of such party's right or impair the party's right to assert such default or non-compliance by the other party.

14.7 Drafting of Agreement. This Agreement shall be construed without regard to the party or parties responsible for its preparation and shall be deemed as having been prepared jointly by the parties. Any ambiguity or uncertainty existing in this Agreement shall not be interpreted or construed against any party hereto. The parties hereto agree that no representations except those contained herein that have been made by any party to induce the execution of this Agreement by any other party.

14.8 Relationship of Parties. Notwithstanding anything in this Agreement to the contrary, neither shall have the power to bind or obligate the other except as expressly set forth in this Agreement.

14.9 Survival of Representations. All terms, conditions, covenants, warranties contained in any determination of this Agreement shall remain in effect until amended by the applicable governing authority.

14.10 No Third-Party Beneficiaries. This Agreement is made between and limited to the County and BOH, and is not intended, and shall in no event be construed to be, for the

benefit of any person or entity other than the County and the BOH, and no other person or entity shall be considered a third-party beneficiary of this Agreement or otherwise entitled to enforce the terms of this Agreement for any reason whatsoever.

14.11 Compliance with Applicable Laws. The parties acknowledge that they must comply with the applicable provisions of the Administrative Simplification section for the Health Insurance Portability And Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of all regulations promulgated there under, including, without limitation, the federal, privacy regulations as contained in 45 CFR Parts 160, 162, and 164.

14.12. Non-Discrimination in Employment Practices. The parties agree to comply with all federal laws, rules and regulations and the laws, rules and regulations of their respective states which are applicable to non-discrimination in employment practices due to political affiliation, religion, race, color, sex handicap, age or national origin. Non-discrimination in Client/Client Service Practices: The parties agree to comply with all federal laws, rules and regulations and the laws, rules and regulations of their respective states which are relative to non-discrimination in client and client service practices because of political affiliation, religion, race, color, sex, handicap, age or national origin. Compliance with Applicable Provisions for the Americans with Disabilities Act: The parties agree to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal laws, rules and regulations and the laws, rules and regulations of their respective states regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for clients with disabilities.

14.13. Attachments. The following documents are attached hereto as Attachments "1" through "3" and made a part of this IGA: (1) Fulton County and Board of Health Shared Services Agreement, (2) List of Contracts administered by Fulton County on behalf of the Board of Health, and (3) List of Memoranda of Understanding administered by Fulton County on behalf of the Board of Health.

IN WITNESS WHEREOF, Fulton County and Fulton County Board of Health have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

John H. Eaves

John H. Eaves, Chairman
District 7
Fulton County Board of Commissioners

ATTEST:

Tonya Grier

Tonya Grier
Interim Clerk to the Commission
Fulton County Board of Commissioners




SEAL

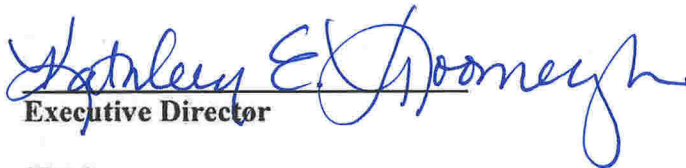
ITEM # 17-0300 RM 4/12/17
REGULAR MEETING

Approved as to Form:


Patrie Perkins-Hooker,
Fulton County Attorney


Richard "Dick" Anderson,
Fulton County Manager

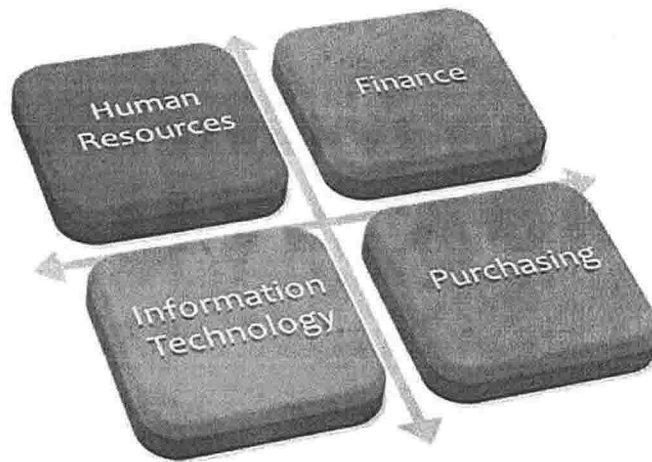
FULTON COUNTY BOARD OF HEALTH


Executive Director
SEAL

ATTACHMENT "1"



FULTON COUNTY GOVERNMENT SHARED SERVICES FUNCTIONS SERVICE LEVEL AGREEMENT



with

Fulton County Board of Health

“Shared Services moving One Fulton Forward”

Committee Members:

Sharon Whitmore, Chief Financial Officer

Sallie Wright, Chief Information Officer

Felecia Strong-Whittaker, Director of Purchasing & Contract Compliance

Kenneth L. Hermon, Jr., Director, Human Resources Management

Kathleen E. Toomey, M.D., M.P.H., District Health Director, Fulton County Board of Health.

Rosalyn K. Bacon, M.P.H., Deputy Health Director, Fulton County Board of Health

Beverly Stanley, District Administrator, Fulton County Board of Health

Adopted July 2015

Updated: August 13, 2015

Updated: June 1, 2017

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FULTON COUNTY GOVERNMENT

SHARED SERVICES FUNCTIONS
SERVICE LEVEL AGREEMENT

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1. Service Level Agreement

1.1 Statement of Intent

The aim of this agreement is to provide a basis for close co-operation between the Shared Services Departments and the Fulton County Board of Health (FCBOH). This agreement thereby endeavors to ensure timely and efficient support services are available to FCBOH end users. The objectives of this agreement are detailed in Section 1.2.

This agreement is contingent upon each party knowing and fulfilling their responsibilities and generating an environment conducive to the achievement and maintenance of targeted service levels.

1.2 Objectives of Service Level Agreement

- Create an environment which is conducive to a co-operative relationship between the Shared Services Departments and the FCBOH to ensure the effective support of Vendor Payments, Grant Administration, IT support, HR Support and Procurement activities.
- Document the responsibilities of all parties taking part in the Agreement.
- Ensure that the Shared Services Departments achieve the provision of high quality service for FCBOH end users with the full support of the FCBOH.
- Define the commencement of the agreement, its initial term and the provision for reviews.
- Define in detail the service to be delivered by the Shared Service Departments and the level of service which can be expected, thereby reducing the risk of misunderstandings.
- Institute a formal system of objective service level monitoring ensuring that reviews of the agreement are based on factual data.
- Provide a common understanding of service requirements/capabilities and of the principles involved in the measurement of service levels.
- Provide for all parties to the Service Level Agreement a single, easily referenced document.

1.3 Period of Agreement

This agreement will commence on the date specified in the Interagency Governmental Agreement (IGA) following the acceptance by both parties and will continue until the IGA is terminated.

1.4 Review Procedure

This agreement will be reviewed annually, by the Shared Services Departments with input and feedback from the *Fulton County Board of Health*. The review will cover services provided, service levels and procedures. Changes to this agreement must be approved by the Shared Services Departments and the Fulton County Board of Health.

1.5 Representatives

The Shared Services Departments and the Fulton County Board of Health, agree that key staff from the Fulton County Board of Health and the Shared Services Departments shall be responsible for monitoring compliance with the service agreement:

Shared Services Departments	Representative
Finance	Director
Information Technology	CIO
Human Resources Management	Director
Purchasing & Contract Compliance	Director
Office of the County the Attorney	County Attorney or Designee
Fulton County Board of Health	Representative
Executive Leadership	District Health Director
	Deputy District Health Director
Administration/Finance	District Administrator
	Fiscal Services Manager(s)
	Accounting Manager
Procurement	District Procurement Officer
Human Resources (HR)	District Human Resources Manager
Information Technology	District IT Manager

1.6 Reference Documents

The following documents will serve as a basis for the policies and procedures of the Shared Services Departments. They will also define the support levels required and prioritization of activities by the Fulton County Board of Health. Shared Service functions will be provided in accordance with current Fulton County Policy and Procedures, Fulton County Board of Health Policies and Procedures, the Fulton County Personnel Regulations, (various Federal and State guidelines such as IRS regulations, OCGA, The Code of Federal Regulations, Federal Property Management Regulations, OCGA, etc.)

1.7 Service Level Monitoring

The success of service level agreements depends fundamentally on the ability to measure performance comprehensively and accurately so that credible and reliable information can be provided to customers and support areas on the service provided.

Service factors must be meaningful, measurable and monitored constantly. Actual levels of service are to be compared with agreed target levels on a regular basis by both the Shared Services Departments and the Fulton County Board of Health.

In the event of a discrepancy between actual and targeted service levels both the Shared Services Departments and the Fulton County Board of Health are expected to identify and resolve the reason(s) for any discrepancies. Service level monitoring will be performed by the departments. The Shared Service Departments will produce Quarterly Service Reports and meet with the Fulton County Board of Health or its designee, as necessary to share results.

1.8 Complaints

Complaints relating to the operation of the support services should be submitted in writing to the representative designated in Section 1.5 above with a copy to the Chief Financial Officer. Complaints received should be based on the following:

- Expected level of support
- Actual support offered and delivered
- Personnel responsible for providing or administering support
- Any other issue relating to this document or the relationship between the Shared Services Departments and the Fulton County Board of Health

The intent is to ensure thorough, timely and open resolution of all such problems. Complaints will be reviewed by each shared services department representative within 2 business days of receipt. Corrective measures, if required, will be identified within 3 - 5 business days of receipt and implemented as soon as practical unless significant budgetary or technical assistance is required. Complaints involving policy matters will be addressed in a manner which conforms with the county's current policy modification process or as part of a countywide review of policies.

2. Shared Services Department/Function Responsibilities

2.1. Functional Overview

The Shared Services Departments mission is to provide support services to all Service Delivery Departments. Some of the services that we provide are vendor payment, grant administration, information technology support, and human resource support.

Specifically, the tasks for this service level agreement include:

2.1.1. Human Resources

2.1.1.1. Human Resources Management

Description of Services Provided – The Human Resources Management Department will provide direct operating personnel services to the Fulton County Board of Health in accordance with established laws, rules, regulations, policies and procedures. Its primary focus will be on delivering:

- Recruitment and retention programs, linked to a progressive classification and compensation philosophies, which focuses on attracting the best candidates to the County and strategies for retention of current employees.
- Regulatory guidance, technical assistance and advice, and policy development and HR advisory/consulting services to enhance employee relations.
- Position descriptions, vacancy announcements, rating and ranking criteria to support the service delivery departments objectives
- Opportunities to enhance employee engagement via a clear performance management system linked with employee development objectives and the strategy of the County
- Support with data maintained in the County’s AMS, Kronos, and Neogov systems to ensure employees are paid accurately.

Parties to the Agreement – Services are provided to all supervisors and managers within the Fulton County Board of Health and also to all Fulton County employees assigned to the Fulton County Board of Health.

Customer Service Standards – Managerial clients can expect timely assistance in the development of position descriptions and expedient hiring of qualified and talented employees through the merit staffing process. Managerial clients can also expect to receive expert advice on how to address employee relation issues, interpret county and federal policies, and compensation metrics. Managerial clients can also expect to receive employee development programs tailored to their unique internal operations/concerns, from subject matter experts. Non Managerial clients can expect timely responses to inquiries related to their payroll concerns, candidacy for positions, grievance dispositions and request for career development counseling.

Customer Obligations – Clients have an obligation to clearly define organizational objectives, with all relevant facts and goals so that specific services and solutions can be designed to meet their needs.

Service Contact – The FCBOH should direct all service problems to the Human Resources Management Director. The Human Resources Management Director will notify the appropriate management team lead to ensure that issues are resolved in a timely manner.

Business Function: Administration				
Action	Average Processing Time (Work Days)	Assumption	Responsible Party	
Georgia Open Records Request:			Human Resources Management	FCBOH
Open Records Requests - Personnel Employee Files - Grievances - Personnel Board Hearings	1-3 days acknowledgement 1-10 days response	Documents completed accurately	H/R Administration Divisions/ County Attorney's Office	Human Resources (HR) Manager
• Production of Documents	10 days, or 2 - weeks, or 3 - weeks	Documents completed accurately	H/R Administration Divisions/ County Attorney's Office	HR Manager
• Subpoenas – Production of Evidence	1-3 days response	Documents completed accurately	H/R Administration Divisions/ County Attorney's Office	HR Manager
• Affidavits	1-3 days response	Documents completed accurately	H/R Administration Divisions/ County Attorney's Office	HR Manager
• Georgia Bureau of Investigators (GBI/CIA)	Review Documents, or 1-3 days response	Documents completed accurately	H/R Administration Divisions/ County Attorney's Office	HR Manager
• Government Municipalities (Investigators-50 States)	1-3 days acknowledgement 1-10 day response	Documents completed accurately	H/R Administration Divisions/ County Attorney's Office	HR Manager
• Fulton County Employees Requests	1-5 days response	Documents completed accurately	H/R Administration Divisions/ County Attorney's Office	HR Manager
• Fulton County Attorney's Requests	1 - 3 days acknowledgement 1-15 days response	Documents completed accurately	H/R Administration Divisions/ County Attorney's Office	HR Manager
• Outside Attorney's Requests	1 - 3 days acknowledgement 1-15 days response	Documents completed accurately	H/R Administration Divisions/ County Attorney's Office	HR Manager
• Civilian Requests	1 - 3 days acknowledgement 1-15 days response	Documents completed accurately	H/R Administration Divisions/ County Attorney's Office	HR Manager
• Request Entire Department personnel files (20 – 100 or more)	No hold - Deliver Upon Completion of one file (continuous)	Documents completed accurately	H/R Administration Divisions/ County Attorney's Office	HR Manager
• Request Electronic Reports from H/R AMS Database and NeoGov Database	1-3 days	Documents completed accurately	H/R Administration Divisions/ County Attorney's Office	HR Manager
• Cash Receipts	Weekly	Documents completed accurately	H/R Administration Divisions	District Administrator
• Training on Open Records	Continuously	Documents completed accurately	County Attorney's Office	HR Manager

Business Function: Administration				
Action	Average Processing Time (Work Days)	Assumption	Responsible Party	
Fitness for Duty			Human Resources Management	FCBOH
<ul style="list-style-type: none"> Departments submit FFD package to Personnel Director. Provide a letter to Health Director for review to determine if its mental or physical evaluation. 	72 Hours to respond	Documents completed accurately	H/R Administration Divisions	District Health Director
<ul style="list-style-type: none"> Receives/send notification to ELRO to schedule appointment 	1 day	Documents completed accurately	H/R Administration Divisions	N/A
<ul style="list-style-type: none"> Provide letter to Department to notify employee of scheduled appointment 	1-3 days	Documents completed accurately	H/R Administration Divisions	N/A
<ul style="list-style-type: none"> Receives evaluation results from physician; assess the findings and provide notification to Department Appointing Authority of the results 	2-3 Weeks	Documents completed accurately	H/R Administration Divisions	N/A
<ul style="list-style-type: none"> Process employee's FFD appeals 	45 Day Process <i>(Can be longer if case has extenuating circumstances)</i>	Documents completed accurately	H/R Administration Divisions	N/A
<ul style="list-style-type: none"> Set up meeting with employee to provide copy of evaluation results with Health Director to decipher medical language; collaboration with Department, Personnel Director and/or Designees. 	Continuous to End	Documents completed accurately	H/R Administration Divisions	District Health Director
Processing Various Documents/Forms <i>(Submitted for Structural Workflow; Onboarding; Compensation & Classification; Recruiting; Performance based Incentives and Collective Bargaining Agreements; and American Labor & Employee Relations by obtaining recommended approvals/signatures)</i>				
<ul style="list-style-type: none"> Relative Approvals 	1 -2 Days	Documents completed accurately	H/R Administration Divisions	District Health Director as Appointing Authority
<ul style="list-style-type: none"> Request to Establish Grants Budget 	5 Days	Documents completed accurately	H/R Administration Divisions	District Administrator

Business Function: Classification Processes				
Action	Average Processing Time (Work Days)	Assumption	Responsible Party	
			Human Resources Management	Fulton County Board of Health
New Position Establishment Assigned to New Classification	7 days	Documents completed accurately	H/R Administration Divisions	District Administrator/HR Manager
Abolishment & Establishment Requests <ul style="list-style-type: none"> • Existing classification • New classification 	5 days 7 days	Documents completed accurately	H/R Administration Divisions	District Administrator/HR Manager
Title Change Requests <ul style="list-style-type: none"> • Filled Position <ul style="list-style-type: none"> ○ Includes desk audit • Vacant Position 	10 days 5 days	Incumbent/supervisor available & documents completed accurately	H/R Administration Divisions	District Administrator/HR Manager
Reclassification Requests <ul style="list-style-type: none"> • Filled Position <ul style="list-style-type: none"> ○ Includes desk audit • Vacant Position 	10 days 5 days	Incumbent/supervisor available & documents completed accurately	H/R Administration Divisions	Appointing Authority/ District Administrator/ HR Manager
Create New Class Specification	7 days after classification approved		H/R Administration Divisions	Appointing Authority/District Administrator/HR Manager
Revise Class Specification	3 days		H/R Administration Divisions	Appointing Authority/District Administrator/HR Manager
Request to Establish a Non-Permanent Position	3 days	Documents completed accurately	H/R Administration Divisions	Appointing Authority/District Administrator/HR Manager
Preliminary Review of Duties	5 days		H/R Administration Divisions	HR Manager
Grievance Desk Audits/ Position Review <ul style="list-style-type: none"> • Scheduled & Conducted • Findings Issued 	3 - 10 days 7 days	Incumbent/supervisor available & documents completed accurately	H/R Administration Divisions	HR Manager

Business Function Business Function: Compensation Processes				
Action	Average Processing Time (Work Days)	Assumption	Responsible Party	
			Human Resources Management	Fulton County Board of Health
Range Change Request <ul style="list-style-type: none"> • Filled Position <ul style="list-style-type: none"> ○ Includes desk audit • Vacant Position 	10 days 5 days	Documents completed accurately	H/R Administration Divisions	Appointing Authority/District Administrator/HR Manager
Higher Entry Level Salary Request <ul style="list-style-type: none"> • New Hire <ul style="list-style-type: none"> ○ Includes reviewing experience & qualifications of others in same department and class • Promotion 	10 days 10 days	Documents completed accurately	H/R Administration Divisions	Appointing Authority/District Administrator/HR Manager
Demotions <ul style="list-style-type: none"> • Voluntary & Involuntary <ul style="list-style-type: none"> ○ Includes reviewing salary of others in same department and class 	2 days	Agreement on salary is reached timely	Director	Appointing Authority/HR Manager
Salary Survey Request	3 days	Outside resources respond timely	H/R Administration Divisions	HR Manager

Business Function: Employee Labor Relations Processes				
Action	Average Processing Time (Work Days)	Assumption	Responsible Party	
			Human Resources Management	Fulton County Board of Health
Mediation * Includes Voluntary Agreements	5- 10 days	Department's Availability	H/R Administration Divisions	FCBOH Appointing Authority/HR Manager
• Schedule a Mediation Session				
• Mediation Session/Meeting and Agreement	1- 2 days			
Roundtable Discussion	5 - 30 Day	Department's Availability	H/R Administration Divisions	District Administrator/HR Manager
• Schedule Meeting				
• Group Roundtable Discussion	1 - 2 Days			
• Development of Summary Report	30 - 45 Days			
Work Environment Assessment		Department's Availability at each phase of Assessment	H/R Administration Divisions	HR Manager as appropriate
• Schedule Meeting with Director and/or Designee(s)	5 - 10 days			
• Logistics of Assessment (Provide Oversight to Dept., Develop Assessment Questions, Prepare Interview Schedules, Location to Conduct Interviews, Coordination Collaboration between Assigned Dept. Designee, etc.)	5 - 10 Days			
• Conduct Departmental Interviews in Stages(Staff, Supervisor, Manager, Dept. Head)	30 - 90 Days			
• Development of Comprehensive Report	45 - 90 Days			
• Follow-up - Recommendation/Suggestions	30, 60 or 90Days			
• Close out Assessment	30, 60 or 90 Days			

Action	Average Processing Time (Work Days)	Assumption	Responsible Party	Responsible Party
Grievance				
• Employee Intake	1 – 2 Days	Department/ Employee's Availability and Responses at each phase of Grievance Process	H/R Administration Divisions	Appointing Authority/HR Manager
• Employee Grievance Process	1 – 30 Days			
• Schedule Hearing	30 – 45 Days			
• Resolution (Recommended Settlement Order (RSO))	1 – 30 Days			
• Arbitration Process	5 – 45 Days			
• Compliance of RSO	10 – 60 Days			
Commercial Driver's License (CDL)				
Solicitation Process (RFQ)	120 Days	Department/ Employee's Response and Availability	H/R Administration Divisions	HR Manager
• New Hire Process(Reference Check)	1 – 10 Days			
• Conduct CDL Training and Pre- Employment Testing	1 – 3 Day			
• Testing Requirements (Random, Reasonable Suspension, Post Accident, Return to Duty and Following)	Quarterly (90 Days)			
• Positive Results Only and Case Management	365 Days			
• CDL Annual Audit	45 Days			
Union/Employee Organization				
• Conduct Meet & Confers	5 – 30 Days	Union Representative Response, Activity and Availability	H/R Administration Divisions	HR Manager
Third-Party Observations				
• Schedule Observation Meeting	1 – 30 Days	Department/ Employee's Response and Availability	H/R Administration Divisions	HR Manager
Trainings				
• Orientation	Every Two Weeks		H/R Administration Divisions	HR Manager
• Workplace Violence	TBD			
• Other Training	As Needed			
Counseling/Coaching				
	Daily	Department/ Employee's Response and Availability	H/R Administration Divisions	HR Manager

Action	Average Processing Time (Work Days)	Assumption	Responsible Party	Responsible Party
Employee Assistance Program (EAP)	1 – 5 Days	Department/ Employee's Response and Availability	H/R Administration Divisions	HR Manager
<ul style="list-style-type: none">Disciplinary Letters; demotion, suspension, Performance Improvement Plan	Continuous	Documents completed	H/R Administration Divisions	HR Manager/Program Managers/ Supervisors

Business Function: Personnel Board Processes				
Action	Average Processing Time (Work Days)	Assumption	Responsible Party	
			Human Resources Management	Fulton County Board of Health
Request for Appeal Hearing	10 days			Employee
Notify all parties <ul style="list-style-type: none"> Employee and Department are notified that an appeal has been filed, all parties receive appeal hearing date, Attorney for the Department is assigned 	3 days Cases are placed on the calendar on a first come from served bases, with the exception for Dismissals. All Cases are placed on the calendar within 2 months, barring any request for continuance.	Appeal filed on time	HR Policy Administration	HR Manager/Program Managers/Supervisors
Schedule Pre-hearing	2 weeks after appeal filed	Employee or Department makes request	HR Policy Administration	HR Manager/Program Managers/Supervisors
Board Order	30 calendar days after the date of the final hearing		HR Policy Administration	HR Manager/Program Managers/Supervisors
Motion for Reconsideration	30 days from the date of the Board Order	A request is made either by Personnel Board or party of interest	Personnel Board	Appellant or Appointing Authority/HR Manager
Writ Of Certiorari	30 days from the date of the Board Order			Appellant or Appointing Authority/HR Manager

Business Function: Employee Development				
Action	Average Processing Time (Work Days)	Assumption	Responsible Party	
			Human Resources Management	Fulton County Board of Health
Training Request and Approval	1-3 Days	Department Contacts Available		District Administrator
Training Needs Analysis	10 Days		Project Manager/Training Instructor	HR Manager as appropriate
Research and Develop Customized Training	20 Days		Project Manager/Training Instructor	N/A
Deliver Customized Training	10-20 Days		Project Manager/Training Instructor	N/A
Deliver Standard Training	10 -20 Days		Project Manager/Training Instructor	N/A
Facilitation Planning and Delivery	5-10 Days	1-2 Sessions	Project Manager	HR Manager as appropriate
Post Training Assessment	90 Days		Employee Development Manager	HR Manager as appropriate
Training Facilities and Equipment Reservations	1 -2 Days	Facilities/ Equipment Available	Project Manager/Training Instructor	HR Manager as appropriate

Business Function: Payroll Processes				
Action	Average Processing Time (Work Days)	Assumption	Responsible Party	
			Human Resources Management	Fulton County Board of Health
Transaction Appointments	1-5 days	Documents completed accurately	Payroll Team	HR Liaison Liaison
Changes in Position, Class, Assignment, and or Salary	1-10 days	Documents completed accurately	HR Records Administrator	HR Liaison
Change in Status	1-5 days	Documents completed accurately	HR Records Administrator	HR Liaison
Change in Hours	1-5 days	Documents completed accurately	HR Records Administrator	HR Liaison
Transfers	1-10 days	Documents completed accurately	HR Records Administrator	HR Liaison
Promotions	1-5 days	Documents completed accurately	HR Records Administrator	HR Liaison
Demotions	1-5 days	Documents completed accurately	HR Records Administrator	HR Liaison
Leave of Absence w/pay or w/o pay & Extensions	1-15 days	Documents completed accurately	HR Records Administrator	HR Liaison
Probation Period Completed & Extensions	1-5 days	Documents completed accurately	HR Records Administrator	HR Liaison
Separations	1-5 days	Documents completed accurately	HR Records Administrator	HR Liaison
Suspensions	1-5 days	Documents completed accurately	HR Records Administrator	HR Liaison
Positions Established	1-5 days	Documents completed accurately	HR Records Administrator	HR Liaison
Positions Transferred	1-10 days	Documents completed accurately	HR Records Administrator	HR Liaison
Extensions of Temporary Positions	1-5 days	Documents completed accurately	HR Records Administrator	HR Liaison
Positions Abolished & Expired	1-10 days	Documents completed accurately	HR Records Administrator	HR Liaison
New Classifications Established	1-3 days	Documents completed accurately	HR Records Administrator	HR Liaison

Action	Average Processing Time (Work Days)	Assumption	Responsibility	
Position Control	1-10 days	Documents completed accurately	HR Records Administrator	HR Liaison
Title changes	1-3 days	Documents completed accurately	HR Records Administration	HR Manager
Change in Depts./Units	1-3 days	Documents completed accurately	HR Records Administration	HR Manager
Kronos	1-3 days	Documents completed accurately	HR Records Administration	HR Liaison
Unfunded positions	1-2 days	Documents completed accurately	HR Records Administration	District Administrator
Deleting Time & Leave Adjustments	1-2 days	Documents completed accurately	HR Records Administration	HR Liaison
Training for FMLA	1 day	Documents completed accurately	HR Records Administration	HR Manager
License table	1 day	Documents completed accurately	HR Records Administration	N/A
Attribute table	1 day	Documents completed accurately	HR Records Administration	N/A
Department Specific table	1 day	Documents completed accurately	HR Records Administration	N/A
Employee Accounting Data table	1 day	Documents completed accurately	HR Records Administration	N/A

Business Function: Recruitment Processes				
Action	Average Processing Time (Work Days)	Assumption	Responsible Party	
			Human Resources Management	Fulton County Board of Health
Requisition	1 - 3 days	Budget availability		HR Manager
Exam Plan Job Posting Evaluation Process Eligible and Refer List	3 - 20 days	Position is not hard to fill	H/R Administration Divisions	
Candidates to be interviewed chosen Interview panel chosen Criteria and interview questions are provided	5 - 7 days			HR Manager/Hiring Managers
Interviews scheduled	1 - 5 days			Hiring Manager
Candidate(s) recommended	1 - 3 days			Hiring Manager/HR Manager/Appointing Authority
Hiring Process <ul style="list-style-type: none"> • Background checks • Reference checks • Document collection, i.e. degrees, licenses, certificates • Offer • Hired • Orientation 	5 - 22 days		H/R Administration Divisions	HR Manager/HR Liaison/Analyst III

2.1.2. Finance

2.1.2.1. Accounts Payable

Description of Services Provided – The Finance Department – Accounts Payable division provides timely and accurate recording of the company’s expenditures to ensure that vendors are paid in a timely, accurate and efficient manner consistent with the overall delegation of authority and segregation of duties guidelines and regulations.

Invoice and Payment Request Processing

For invoice and payment request processing and disbursements, the FCBOH must submit accurate and complete documents that are in accordance with applicable policies and procedures. For Procurement process documents, the FCBOH will process appropriate requisitions in the financial system for the generation of a purchase order., Manual Requests - Non Procurement Process (payment vouchers), Credit Card - Purchasing Card and Travel Card, Employee Reimbursements, Travel/Training Processing

Invoices will be scanned, routed and processed when received. Invoices will be reviewed for compliance with applicable policies and procedures for completeness and accuracy.

Disbursements

Special Handling (Pickups)

Manual Checks - Emergency checks will be processed during normal working hours

Check Cancellations/Reissuances

Tax Reporting

Customer Service and Financial System Training

Inquiries (Internal and External)

Introduction to AMS Training

Invoicing and Payment Training

Travel and Training and Mileage Reimbursement

Internal Control/Financial Reporting

Parties to the Agreement – Fulton County Board of Health

Customer Service Standards – Clients expect timely responses to questions to address specific circumstances presented by a case by case situation. Service requirements are determined based on its impact on the organization and/or an individual employee.

Performance Measures – Customer feedback and meeting pre-established time frames are the most reliable performance measurement.

Customer Obligations – In order to process payments within a timely manner, the department and vendors must provide complete information that is accurate and in

compliance with all policies and procedures. FCBOH will attend all necessary training courses and refresher sessions.

Disbursements and Payments

Invoice Submission

FCBOH Invoice Mailing Address:

Invoices are to be mailed or emailed to the following address.

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable

or

Email: Accounts.Payable@FultonCountyGa.Gov

Vendors are expected to provide the following information on invoices:

Vendor Information (On Company Letterhead)

- 1) Company Name
- 2) Company Address
- 3) Contact Information (phone, fax, email, contact person name, etc.)
- 4) Federal Tax ID number
- 5) Vendor Code (VSXXXXXXXX)
- 6) Remittance Address

Invoice Details

- 7) "Invoice" listed on document
- 8) Invoice Date
- 9) Invoice Number (uniquely numbered, no duplicates)
- 10) Purchase Order Reference Number (PO number issued by Fulton County)
- 11) Date(s) of Services Performed (Consistent with Contractual Terms)
- 12) Itemization of Services Provided/Commodity Units
- 13) Invoice Amount
- 14) Signature and Date

FCBOH Information (needed for invoice routing and approval)

- 15) FCBOH Name/Address
- 16) FCBOH Representative Name

Other Vendor Responsibilities

- Vendor Code Information is Accurate in Vendor Self Service (VSS) System

- Legal Name/DBA - Legal Name is the default to print on all payments. If check is to be paid to DBA Name, please contact Keisha Massey, Purchasing Department Vendor Coordinator, at Keisha.massey@fultoncountyga.gov for assistance.
- Address (Remittance) – Address must be current in the VSS System
- Email Address (valid email address to receive communication and a copy of purchase order)
- W9 – submit a current W9 to ensure correct tax information is on file (EIN must match with legal name)

Departments are expected to provide the following information:

Valid Funding line information; submission of electronic receiver, Approval to pay

PO Process

Along with the approval to pay, departments are to ensure that the following information is included on/with the invoice: vendor code, purchase order number, receiver number, complete funding line, and contractual terms.

Non PO Process

Along with the approval to pay on the invoice, departments are to ensure that the manual payment request documents (payment vouchers, travel payment vouchers, etc.) are accurate and complete including active vendor codes, correct remittance address, signatures, valid funding lines, class codes, mathematically accurate and minus appropriate taxes and discounts, etc.

Working Assumptions – The Accounts Payable division will be fully staffed and funded and supported by the CGI financial system team. All invoices will be mailed to the appropriate Finance department address. The invoices are submitted complete without any missing information. The documents are in compliance with applicable policies.

Service Contact – Service problems should be directed to the Accounting Supervisor who will identify the appropriate service provider to ensure that the issue is resolved in a timely manner.

Business Function: Invoicing and Payment Processing				
Action	Average Processing Time (Work Days)	Assumption	Responsible Party	
			Accounts Payable	Fulton County Board of Health
Invoicing and Payments	20 days	Documents completed accurately	AP Team	District Administrator/Financial Liaison
Receipt of Invoices				
• Scan Invoices	2 days of receipt		X	
• Identify Department and forward to Financial Liaison	2 days		X	
• Verification and Approval	3 days			District Administrator/Financial Liaison
• PO Items - Enter Electronic Receiver	1 day	Documents completed accurately		District Administrator/Financial Liaison
• Non PO Items – Return signed invoice/payment voucher				
• Final Approval/ Process Payment	10-12 days		X	
Credit Cards				
Purchasing Card/ Travel Card				
• Final Approval/ Process Payment	7 days	Accurate Documents Submitted	AP Team	
Travel and Training				
• Per Diem	10 Days	Preapprovals Rec'd/ Accurate Documents Submitted		
• Reimbursements	45 Days		Travel Coordinator	

Disbursements

Check Issuance - Vendor checks are printed twice weekly (on Wednesday and Friday). Payment vouchers entered and approved in the financial system on Tuesday and Wednesday are scheduled for Friday's check run and documents entered and approved on Thursday, Friday and Monday are scheduled for Wednesday's check run. Checks are mailed on Wednesday and Friday afternoons unless identified as special handling.

Special Handling (Pickups) – Fulton County does not allow vendors to pick up checks from the Finance department. All checks are mailed same day. If an item requiring special handling, according to Fulton County Policy 200-3 and/or is a travel training per

diem or reimbursement, it will be processed and held accordingly. Items other than policy or training items will require pre-approval and the request in writing is to be made at the time of invoice submission.

Manual Checks - Emergency checks will be processed during normal working hours and require Finance Department approval. Please contact the Fulton County Controller for further information.

Check Inquiries – Requests for paid check information are self service and can be performed within the financial system, for checks issued in the previous month or older. If a check has been issued in the same month and an inquiry is needed, please contact Accounts Payable for additional assistance.

Check Cancellations – Requests for stop payments/cancellations are accepted after a 30 day waiting period. This usually provides the postal service enough time to return a check that has been mailed to an expired address. If the request for stop payment/cancellation is not due to a mailing issue, written requests are to be sent to Accounts Payable. If the check is lost, then FCBOH should place a request for Stop Payment. If the check is in FCBOH's possession, it is to be returned to Accounts Payable for cancellation. The check number, check date, check amount, vendor name and reason for check cancellation are to be included in the request. Please include any vendor correspondence (if applicable). Please also include whether the check is to be reissued or not reissued.

Check Reissuances – Request for check reissuances follow the same procedure for Check Cancellations. Check reissuances also require vendors to confirm the correct remittance address if different from where the original check was mailed. If the new remittance address is not within the vendor customer table of the financial system, the vendor must update the address prior to the new check being reissued. Check reissuances take approximately 7-10 working days to process.

Tax Reporting – Vendors are to ensure that they have a current W9 form on file with Fulton County. If the vendor is not Incorporated and the services performed exceed \$600 in a calendar year, Fulton County will issue a 1099-MISC to the vendor on behalf of the FCBOH.

Business Function: Disbursements				
Action	Average Processing Time (Work Days)	Assumption	Responsibility	
			Accounts Payable	Department/Other
Disbursements <ul style="list-style-type: none"> • Normal Payments • Special Handling (Pickups) • Emergency Checks • Check Cancellations • Check Reissuances • Tax Reporting 	Every Wed/Fri 3-5 days Contact AP 30 calendar days 7-10 days 30-45 days	Written Request sent to AP and Approval Granted	AP Team	District Administrator

Customer Service and Financial System Training

Inquiries (FCBOH and External) – Fulton County will respond to FCBOH and External vendor inquiries within 24-48 hours depending upon the research needed in request.

Introduction to AMS Training – Fulton County will provide training to FCBOH Financial Liaisons as needed. Training dates and times are located in the Fulton County Human Resources Training manual. If training is needed prior to the next available class, please contact Fulton County Finance Department Accounts Payable division for additional assistance.

Invoicing and Payment Module Training - Fulton County will provide training to FCBOH Financial Liaisons as needed. Training dates and times are located in the Fulton County Human Resources Training manual. If training is needed prior to the next available class, please contact Fulton County Finance Department Accounts Payable division for additional assistance.

Travel and Training - Fulton County will provide training to FCBOH Department Travel Coordinators and interested individuals (employees, travelers, etc.) as needed. Training dates and times are located in the Fulton County Human Resources Training manual. If training is needed prior to the next available class, please contact Fulton County Finance Department Accounts Payable (Travel) division for additional assistance.

Mileage Reimbursement - Fulton County will provide training to all interested individuals as needed. Training dates and times are located in the Fulton County Human

Resources Training manual under Travel/Training. If training is needed prior to the next available class, please contact Fulton County Finance Department Accounts Payable division for additional assistance.

Business Function: Customer Service and Policy/System Training				
Action	Average Processing Time (Work Days)	Assumption	Responsible Party	
			Accounts Payable	Fulton County Board of Health
Customer Service	2 days		Accounts Payable	District Administrator/Financial Liaison
<i>Inquiries</i>				
• FCBOH Inquiries	24 hour response		X	X
• External (vendor) Inquiries	24-48 hours		X	X
• Open Records Requests	3 days of receipt		X	X
Training				
• Introduction to CGI/AMS	As Advertised in the Fulton County Human Resources Training Manual or by request of FCBOH		X	
• Invoicing and Payments			X	
• Travel and Training Policy			X	
• Mileage Reimbursement			X	

2.1.2.2. Finance – General Accounting

Description of Services Provided – The Finance Department – General Accounting division provides posting of duly authorized transactions to the general ledger including but not limited to chargebacks, risk transfers, payroll, journal entries and capitalizable fixed assets. Financial accountants also perform bank reconciliations.

General Accounting division will provide general ledger processing and bank reconciliation processing for the FCBOH. Upon notification of a general ledger reject, the FCBOH will need to correct any errors and contact General Accounting for resubmission.

Business Function: General Accounting				
Action	Average Processing Time (Work Days)	Assumption	Responsible Party	
			General Accounting	Fulton County Board of Health
General Ledger Processing	5 days	Documents completed accurately	General Accounting	District Administrator/Fiscal Services Manager
Journal Entries			X	
<ul style="list-style-type: none"> • Expense Reclassification • Chargebacks • Payroll Posting Corrections 	2 days of receipt Prior to month end 24 hours	Documents completed accurately		
Bank Reconciliations	15 days		X	
<ul style="list-style-type: none"> • Bank Reconciliation 				

2.1.2.3. Treasury

Description of Services Provided – Treasury provides banking and monitoring services to ensure liquidity and maintenance for fraud protection. Generates reports for the purpose of tracking revenue via bank receipts; provides training; and establishes controls for cash handling.

- 1) Manages the bank account structure
- 2) Implement’s treasury banking services
- 3) Ensures that there is appropriate funding for all vendor disbursements and Payroll bank accounts
- 4) Sends daily EFT notifications to all departments to ensure the timely posting of the revenues
- 5) Assist in the disbursement control process by printing all A/P checks runs for pickup
- 6) Manages the credit card payment process for credit card process and serve as liaison to departments for credit card processing services.
- 7) Serves as Security Administrator for all banking systems, wire transfer systems, and ACH Management Modules.
- 8) Conducts cash handling and cashier training via classes that employees can register for via Personnel

2.1.2.4. Cash Management

Business Function: Cash Receipting and Deposits				
Action	Average Processing Time (Work Days)	Assumption	Responsible Party	
			Cash Management	Fulton County Board of Health
Create Cash Receipt	1 day	Documents completed accurately		District Administrator/Fiscal Services Manager
• Send deposit to Cash Management.	2 day	Documents completed accurately	X	District Administrator/Fiscal Services Manager
• Review and record in AMS	1 day		X	
• Deposit	1 day			

Cash Management

Description of Services Provided – the Cash Management Unit serves as the bank system by receiving, reviewing, recording and depositing revenues. Cash Management also secures vendor and payroll checks for Departments to be picked up at the Cash Management window.

Check Pickup

Individuals who pick checks must be authorized via a signing authority by completing a form and sending it to A/P for vendor checks or Payroll for payroll checks. The individual picking up the check must also show ID before checks are distributed.

Cash Receipting

All individuals will be required to attend Intro to AMS training and Cash Receipts Entry training prior to entering any cash receipts into AMS.

Deposits

- 1) Departments that transport their deposits to either a Bank or Fulton County Finance Department for processing are required to utilize traceable, safe, and secure delivery methods. Transporting of funds must be documented and signed for at the start point and end point of the delivery. Verification of the deposit must be maintained as permanent record for reconciliation and audit purposes.
- 2) Revenue collected at individual sites and not deposited at the end of the business day, must be kept in a secured location and deposited the next business day.
- 3) All deposits transported must be in a pre-numbered tamper evident deposit bag and a log of all deposits should be maintained within Departments.
- 4) The persons preparing the deposit should do so under dual control. One person should verify the funds; amount on the cashier log; and prepare a deposit ticket or financial system cash receipt. The depositor should also record the date remitted and sign the cashier log.
- 5) The completed cash receipt and all supporting documentation should be taken to the bank or the cash management Unit within 2 business days of receipt.
- 6) Checks should be batched together with an adding machine tape listing each check amount. Cash should be batched together in numerical order with an adding machine tape attached. Supporting documentation and/or receipts should be kept and filed by each department.

2.1.2.5. Finance - Grants Administration

The Grants Administration Division of Finance will complement each agency's grant program operations by providing post-award services within the Grants Management Life Cycle, which includes award setup, financial and budget management, financial reporting, monitoring, and grant closeout. The goal of this Division is to improve grant utilization and mitigate noncompliance on grant awards. Each grant funded agency is responsible for program implementation, management, and program compliance with terms and conditions of the grant award.

Grant Accounting and Reporting

This section is responsible for day-to-day operations within the Division. Staff will work closely with the FCBOH program staff, District Administrator, and FCBOH HR manager to ensure awards are established and managed accordingly to the grant guidelines. Services include budget approvals within AMS; hiring approvals within AMS; spending patterns analyses, reimbursement requests; grant financial reporting; and technical assistance on grant guidelines.

Grant Compliance and Monitoring

This section is responsible for reviewing processes and internal controls to mitigate noncompliance on grant awards. Services include periodic monitoring of grant programs, technical assistance to the FCBOH Administrator and program managers on compliance issues, best practices on grants management, technical assistance on development of FCBOH Grant Policies and Procedures Manual, and grant training.

Service Contact

All service problems should be directed to the Grants Administrative Manager of the applicable section.

Business Function: Grant Accounting and Reporting				
Action	Average Processing Time (Work Days)	Assumption	Responsible Party	
			Finance	Fulton County Board of Health
New Grant Budget Setup				
Establish new Account Unit Code	2 days	Grant award included in Grant Setup Package	X	District Administrator/Fiscal Services Manager
Notify FCBOH of new Unit Code to establish grant budget	1 day		X	Fiscal Services Manager
Review & approve Initial Budget Setup	3 days	Budget complies with approved grant agreement	Budget Division	District Administrator/Fiscal Services Manager
Sign-off and route Position Memo to Personnel	2 days	Budget Finalized	X	Fiscal Services Manager/HR Manager
Establish new positions or transfer existing positions	5 days	memo provided by FCBOH		Fiscal Services Manager/HR Manager
Establish LDPR code, if applicable	1 day	memo provided by FCBOH	X	Fiscal Services Manager/HR Manager
Update employee records with LDPR code, if applicable	5 days or before next payroll cycle		X/HR	
Budget Revisions				
Approve budget adjustments	2 days	No follow-up required from Department	X	Fiscal Services Manager

Business Function: Grant Accounting and Reporting				
Action	Average Processing Time (Work Days)	Assumption	Responsible Party	
			Finance	Fulton County Board of Health
Grant Reporting				
Prepare and submit grant financial reports in accordance with grant agreement.	In accordance with existing grant requirements.		X	Submit required match data, if applicable. Review reports prior to electronic submission
Prepare and submit grant reimbursement reports in accordance with grant agreement	Defined in grant requirements.		X	Submit required match data, if applicable. Review reports prior to submission
Submit cash receipt document to Treasury for reports prepared.	2 days		X	Fiscal Services Manager submits EFT Remittance
Budget Monitoring			X	District Administrator/Fiscal Services Managers/Program Managers
Provide quarterly spending analysis.	10 business days after quarter ends		X	
Grant Closeout				
Provide Grant Closeout	Within one month of closeout or sooner		X	
Prepare, and oversee all required reports, including, DPH State Reports, FFATA reports, and others as required.	Defined in federal and state requirements.	FCBOH provided accurate and timely supporting schedules.	X	FCBOH provided accurate and timely supporting schedules.
Review financial section and budget forms of grant application/award documents	2 days		X	Submit financial sections and budget forms for review; Match funding lines provided, if applicable.

Business Function: Grant Compliance and Monitoring				
Action	Average Processing Time (Work Days)	Assumption	Responsible Party	
			Finance	Fulton County Board of Health
Provide technical assistance in developing and maintain Grants Policies and Procedures Manual, including forms, checklists, etc.	As necessary		X	District Administrator
Provide grant administration training and workshop	As necessary		X	
Perform periodic review and testing of various grant compliance requirements within certain grant programs.	As necessary		X	X
Provide technical assistance	As necessary		X	

2.1.3. Fulton County Information Technology (FCIT)

The Fulton County Information Technology (FCIT) provides a wide range of technology support services and resources to the county to ensure that agencies are supplied with the necessary tools to enable them to deliver quality services to their customers. The department is organized into five (5) main divisions and functions within the five divisions.

- The Department Relations is responsible for providing applications and project management support for department specific applications. The division also provides project support for all technical projects utilizing the PMBOK (Project Management Book of Knowledge) project management process to ensure that all projects stay within scope, time and budget.
- Enterprise Applications is responsible for maintenance, development and delivery of Fulton County enterprise application and Geospatial Information System (GIS) services.
- Technical Operations is responsible for all operations and service continuity pertaining to infrastructure and technical services delivered and support by FCIT.
- IT Strategy and Architecture aligns the IT roadmap and IT organization's strategies with Fulton County Department imperatives, technical demands and security.
- IT Management is responsible for the cross-functional management of all services delivered by FCIT including vendor relationship, performance and quality of IT services, IT portfolio management, IT communications and IT Finance.

All contract with FCIT regarding services described in this SLA will be through the FCIT Tech Support Center. This is to ensure all issues are logged and can be reported on for performance reporting purposes and the agreed service levels can be mitigated and managed.

Users can request information or support from FCIT Tech Support Center via the following methods:

- Email: Technical.Support@fultoncountyga.gov
- Phone: (404) 612-7334

FCIT Tech Support Center staff are trained in call logging and resolution processes and are aware of call priorities and key business issues. For efficient delivery of services, it is recommended that users provide detailed information when contacting FCIT Tech Support Center.

The priority levels are described below:

Note: Response Time is defined as from the time a problem or service request is reported until an FCIT staff member has begun to address the issue.

Priority Level	Average Response Time	Definition
Severity 1 - Critical	2 - 4 hours	Problem or outage affecting a large group of customers, business critical functions or essential services.
Severity 2 – High	4 – 8 hours	Customer cannot perform normal business function due to problem.
Severity 3 – Medium	8 – 24 hours	Customer is significantly inconvenienced by an issue but can work around it until resolved.
Severity 4 – Low	24 – 72 hours	Customer requests a routine IT service.

County-wide Applications that are supported by FCIT:

Note: Types of system support by FCIT vary by each system.

Application	Description
CGI Advantage ERP	Financial, HR, Procurement, Vendor Self Service and Employee Self Service systems
KRONOS Time Keeping	Time keeping/workforce management system
SIRE	Automated agenda management system
NEOGOV	Human resource management and applicant tracking system
Archibus	Asset management system
Remedy Force	Helpdesk incidents and work order management system
ArcGIS	Geographic Information System

BOH Applications that are supported by FCIT:*Note: Types of systems support by FCIT vary by each system.*

Application	Description
M&M VHN	Mitchell & McCormick Virtual Health Net system for public health management
ClinLab	ClinLab Laboratory Information System Solutions - Support and Maintenance CDC/HIPP
SAS	Data Analysis of Communicable Disease Trends
Emergency Medical Services (EMS) Equipment & Supplies	MCC-LD Control Center software and server (MCC-LD) - Ryan White
Software Maintenance/Support	Software technical Support & Maintenance for Med Dispense Units - Ryan White
Accurant	RW/HIPP Patient Locator System
NQS Queuing Software	NEMO-Q maintenance agreement Communicable Disease and Vital Records
Dynamic Billing and Posting	Medical Billing Support Service

Department Relations Division

The Department Relations Division is responsible for providing applications and project management support for department specific applications. These departments are typically characterized as those departments and associated applications that support a single line of business. The division also provides project support for all technical projects utilizing the PMBOK (Project Management Book of Knowledge) project management process to ensure that all projects stay within scope, time and budget. Since each project is a special situation, with its own complexities, SLA's for each project will be determined separately.

Business Function: Department Relations			
Action	Average Response Time (Work Days)	Assumption	Comments
Application support – troubleshooting and resolving reported systems issues	1 - 3 days	Issue is application related	Response time will depend on urgency, complexity of issues, and availability of external provider
Application support – functional issues	1 - 3 days		Response time will depend on urgency, complexity of issues, and availability of external provider
Application support – Scheduling and monitoring daily/nightly system jobs and resolving errors if needed	1 - 3 days		Response time will depend on urgency, complexity of issues, and availability of external provider
Application system security – establishing user accounts and resetting passwords	1 - 2 days	Required approval included in request	
Reports development – creating custom reports for user departments	2 - 5 days	Criteria and requirements are clearly defined	Response time will depend on urgency, complexity of queries & criteria, and availability of data
Modifications to existing report	1 - 3 days	Criteria and requirements are clearly defined	Response time will depend on urgency, complexity of queries & criteria, and availability of data

Enterprise Applications Division

Enterprise Applications Division is responsible for providing support to agencies for enterprise software applications. This includes enterprise software applications used by all departments and GIS applications which are used by individual or groups of departments.

Business Function: Enterprise Applications Support			
Action	Average Response Time (Work Days)	Assumption	Comments
Application support – troubleshooting and resolving reported systems issues	1 - 3 days	Issue is application related	Response time will depend on urgency, complexity of issues, and availability of external provider
Application support – functional issues	1 - 3 days		Response time will depend on urgency, complexity of issues, and availability of external provider
Application support – Scheduling and monitoring daily/nightly system jobs and resolving errors if needed	1 - 3 days		Response time will depend on urgency, complexity of issues, and availability of external provider
Application system security – establishing user accounts and resetting passwords	1 - 2 days	Required approval included in request	
Reports development – creating custom reports for user departments	2 - 5 days	Criteria and requirements are clearly defined	Response time will depend on urgency, complexity of queries & criteria, and availability of data
Modifications to existing report	1 - 3 days	Criteria and requirements are clearly defined	Response time will depend on urgency, complexity of queries & criteria, and availability of data

GIS (Geographical Information Systems) Support

GIS Section provides, maintains, distributes, and analyzes, county information that is geographically referenced using Geographic Information Systems (GIS) technology. Staff members design, develop and maintain the County's GIS database, providing services to multiple users including vital support to the 911 Emergency Services System.

Business Function: GIS Services		
Action	Average Response Time (Work Days)	Comments
Custom Mapping	1 - 14 days	Processing time will depend on urgency, complexity of map and availability of data
Address Update	1 - 2 days	Processing time will be shortest for requests for which a customer is waiting and longest for requests that require extensive research to validate addresses
Base Map Updates	2 - 7 days	
Data Analysis	1 - 14 days	Processing time is highly dependent on the complexity of the analysis
Demographic Report	1 - 10 days	Processing time is dependent on the availability of data
Zoning Map Update	1 - 7 days	
Annexation Maps	1 - 3 days	
Voting Precinct Change Proposal	1 - 3 days	
Voter Records Audit	2 - 7 days	Processing time depends on the number of precincts being audited. A County-wide audit requires the greatest processing time

Technical Operations Division

Technical Operations Division provides expertise and support for all of the county's computing and telecommunications infrastructure. This includes support for the county databases, all personal computers, servers, all telecommunications systems, (voice, data, and wireless) that support county employees who provide services to citizens. This team also is responsible for helpdesk support, state mandated Records Management, MFD (multifunctional devices) support, Data Center operations, storage and backup, and network and security concerns.

Business Function: Active Directory, Email, Network, Server, Storage and Technical Support Services		
Action	Average Response Time (Work Days)	Comments
Telecommunication Services	1 - 3 days	Reponse time will depend on urgency and volume of requests
Network Services	1 - 3 days	Reponse time will depend on urgency and volume of requests
Technical Support Services	1 - 3 days	Reponse time will depend on urgency and volume of requests
Information Security Services	1 - 3 days	Reponse time will depend on urgency and volume of requests
Video Management Services	1 - 3 days	Reponse time will depend on urgency and volume of requests
Add/Remove/Change Email Account	1 - 3 days	Reponse time will depend on urgency and volume of requests
Add/Remove/Change Email Archive Services	1 - 3 days	Reponse time will depend on urgency and volume of requests
Add/Remove/Change eFax Services	1 - 3 days	Reponse time will depend on urgency and volume of requests
Add/Remove/Change Encrypted Email Services	1 - 3 days	Reponse time will depend on urgency and volume of requests
Add/Remove/Change Active Directory Account	1 - 3 days	Reponse time will depend on urgency and volume of requests
Add/Remove/Change Network File Share	1 - 3 days	Reponse time will depend on urgency and volume of requests
Network File Share Recovery from Backup	1 day	Reponse time will depend on urgency and volume of requests
Server Recovery from Backup	1 day	Reponse time will depend on urgency and volume of requests

Action	Average Response Time (Work Days)	Comments
Server or Server Software Issue Troubleshooting	1 - 2 days	Reponse time will depend on urgency and volume of requests
Add/Remove/Change Network Printer Services	1 - 3 days	Reponse time will depend on urgency and volume of requests

IT Management Division

IT Management Division is responsible for the cross-functional management of all services delivered by FCIT including vendor relationship, performance and quality of IT services, IT portfolio management, IT communications and IT Finance. The division also provides technical procurement support for the County, and monitors the PC, laptops, and other technical procurements that affect the entire county to ensure standardization, consistency and stabilization. The division monitors the Annual Maintenance List, creates solicitation documents for technical products and solutions, and manages the countywide telecom / internet / cabling / network / MFD / wireless solicitations, purchases, and payments.

Business Function: Administration			
Action	Average Response Time (Work Days)	Assumption	Comments
Standard Technical Purchases –PC’s Laptops, etc.	1 - 3 days for order creation	Standard vendor Delivery Time	
Non- standard Technical Orders for agencies	1 - 3 days for order creation	Process follows normal Purchasing procedures	
P-card technical purchases	1 - 10 days for order creation	Standard vendor Delivery Time	

2.1.4. Department of Purchasing and contract compliance

The Department of Purchasing & Contract Compliance is responsible for the purchasing of all supplies, materials, or equipment and contracts for all work or labor to be done, required by any department, office, officer, board, commission, or other agency of the County.

The Department of Purchasing is composed of two divisions; Administrative and Contracts & Procurement.

The administrative division is responsible for providing leadership, management and administrative oversight for the department three divisions. It is also responsible for purchasing policies and procedure as promulgated under Federal, State and County laws ordinances as adopted by the Board of Commissioners,

The Contracts Division (Team K) is composed of one (1) procurement group responsible for the procurement and solicitation of all capital improvement projects for the entire County.

The Procurement Division (Teams A, B & C) is composed of three (3) procurement groups which are assigned various departments for which they handle all solicitation and procurement functions. The procurement groups are responsible for procuring goods and services at the lowest cost which meet the user department's requirements for quality, quantity, timeliness, and conforms to all specification requirements.

The Department utilizes several procurement methodologies in the procurement of goods and services (see following flowcharts). The Purchasing representative assigned to your team will assist the User Department in determining the appropriate method of solicitation to be used.

Emergency

An emergency is any situation resulting in imminent danger to the public health, welfare or safety of the loss of an essential government service. The average processing time for an emergency purchase will be based on the circumstance.

Business Function: Emergency Purchases			
FCBOH	Purchasing	DHD or Designee	DPH
1. Identify Emergency			
2. Written Approval by District Health Director for Emergency Purchase			
4. Has work already been performed? (Y/N)	No 5. Request Quote or Proposal from Vendor		
	6. Negotiate		
Yes 5. Selects Vendor	7. Purchase Order Process		
	8. Notify Vendor to perform Work/Services		

Award with Competition (Sole Source)

A contract may be awarded without competition when the County Manager and the Purchasing determines in writing, after the Purchasing Department has conducted a good faith review of available resources that there is only one source for the requested work, labor or service, supplies or materials, service, or equipment to be provided. The average processing time for an award without competition is approximately 30 days which includes advertisement for 10 days.

Business Function: Sole Source			
FCBOH	Purchasing	Purchasing Designee – District Administrator	Vendor
1. Prepares Spec or SOW and ICE	2. Review Spec or SOW, ICE for accuracy and completeness 3. Conduct Market Research		
Yes 5. FCBOH provides purchasing a written statement on unique Product/Service	4. Is Product/Service unique to one Vendor? (Y/N)		
6. Complete Section A of the Justification Form			
7. Submit RQN/RQS with Justification form and Vendor's Statement	No 5. Post public advertisement (7 Days)		6. Vendor submits offer to perform
	7. Other Vendors perform the sole source determination? (Y/N)		
	8. Complete Section B of Justification Form		
	9. Advise FCBOH competitive process must be conducted Conduct Cost Analysis		
	10. Negotiate with Vendor		
	No 13. Cancellation Procedure		
	15. Is PO Required? (Y/N) Yes 16. Purchase Order Process No 16. Prepare Contract		
	17. Notify Vendor of Award		

Invitation to Bid

An Invitation to Bid (ITB) also known as competitive sealed bidding is the formal solicitation method used when the cost of goods or services to be purchased will exceed \$49,999.99 but is less than \$250,000.00, and not available on statewide contract. The award is based on the lowest responsive and responsible bidder. The broad range of procurement includes commodities, construction services, and general services. The

average process time for an Invitation to Bid is approximately 75 days which includes advertisement for 4 weeks.

Business Function: Invitation To Bid				
FCBOH	Purchasing	Contract Compliance	Legal	Finance
1. Prepare Requisition Spec and ICE	2. Request Spec and ICE Review and Approval 3. Spec OK? (Y/N)			
	Yes 4. Search for additional Vendors 5. Send Spec to CC for MFBE Listing	6. Prepare MFBE List and notify Purchasing		7. Send specs to Risk Management and Bonding requirements
	8. Develop, Review and Finalize Spec Package			
11. Prepare answers for questions from Vendors	9. Advertise 10. Pre-Bid Conference			
12. Addendum Required? (Y/N)	Yes 13. Prepare Addendum and post to Bid Board			
	14. Receive Bid 15. Public Opening 16. Responsiveness Review 17. Conduct Price Analysis			
18. Recommends Vendor Selection	19. Approve Recommend Vendor 20. Conduct Responsibility Review			
21. DHD Reviews & Approves	23. Drafts Contract		23. Review Contract and Approve	
24. Issue NTP	25. Process P.O.			

Request for Proposal

The Request for Proposal (RFP) also known as competitive sealed proposals should be used when the use of competitive sealed bidding is not practicable or is not in the best interest of the FCBOH and the following conditions apply: price is not the determining factor, discussions with offerors are required, offerors are required to provide methods and approaches to perform the work, "best value" award is anticipated. The average process time for a Request for Proposal is approximately 105 days which includes advertisement for 4 weeks.

Business Function: Request for Proposal					
FCBOH	Purchasing	Contract Compliance	Legal	Finance	Evaluation Committee
1. Prepares Requisition, SOW and ICE	2. Request Spec and ICE Review and Approval 3. Spec OK? (Y/N)				
	Yes 4. Search for additional Vendors 5. Send Spec to CC for MFBE Listing	6. Prepare MFBE List and notify Purchasing		7. Send specs to Risk Mgmt for Insurance/Bonding	
11. Prepare answers for questions from Vendors	8. Develop. Review and Finalize Solicitation Package 9. Advertise 10. Pre-Proposal Conference				
12. Addendum Required? (Y/N)	Yes 13. Prepare Addendum and Post to Bid Board				
	14. Receive Proposals 15. Pubic Opening 16. Responsiveness Review	17. Contract Compliance Review			17. Technical Evaluation (by Voting Members) 18. Price Evaluation including CAPA Purchasing & Finance
	19. Negotiation				20. Responsibility Review Purchasing and Finance
	←				21. Award Recommendation Letter from EC to Purchasing Director
22. DHD Reviews and Approves	23. Procurement Drafts Contract		24. Review Contract Approve		
25. Issue NTP	26. Process P.O.				

Request for Qualifications (RFQ)

Prequalification of Offerors can be used when the Purchasing Director, in consultation with the FCBOH determines that it is in the best interests of the FCBOH to prequalify offerors for particular types of supplies, services, construction and professional and consultant services. The average process time for a Request for Qualification is approximately 105 days which includes advertisement for 4 weeks.

Business Function: Request for Proposal					
FCBOH	Purchasing	Contract Compliance	Legal	Finance	Evaluation Committee
1. Prepares Requisition, SOW and ICE	2. Request Spec and ICE Review and Approval 3. Spec OK? (Y/N)				
	Yes 4. Search for additional Vendors 5. Send Spec to CC for MFBE Listing	6. Prepare MFBE List and notify Purchasing		7. Send specs to Risk Management and Bonding requirements	
11. Prepare answers for questions from Vendors	8. Develop. Review and Finalize Solicitation Package 9. Advertise 10. Pre-Proposal Conference				
12. Addendum Required? (Y/N)	Yes 13. Prepare Addendum and Post to Bid Board				
	14. Receive Proposals 15. Pubic Opening 16. Responsiveness Review	17. Contract Compliance Review			17. Technical Evaluation (by Voting Members) 18. Price Evaluation including CAPA Purchasing & Finance
	19. Negotiation				20. Responsibility Review Purchasing and Finance
	←				21. Award Recommendation Letter from EC to Purchasing Director
22. DHD Reviews and Approves	23. Procurement Drafts Contract		24. Review Contract Approve		
25. Issue NTP	26. Process P.O.				

Request for Quotes (E-Quotes)

Request for Quotations are issued when the cost of goods or services to be purchased range between \$5,000 and \$49,999.99. The average process time for an E-Quote is approximately 15 days which includes advertisement for 10 days.

Business Function: Request for Quote (Commodities)		
FCBOH Department	Purchasing	TEAM CAPA
1. Prepare Requisitions, Spec and ICE	2. Requisition Spec and ICE Review and Approval 3. Spec OK? (Y/N)	
	Yes 4. Search for Additional Vendors 5. Create Quote Number and Update Quote Package 6. PDF all forms in Quote Package – Upload to AMS 7. Email Quote to Vendors	
9. Prepare answers to questions from Vendors	8. Receive Questions from Vendors and forward to User Dept.	
10. Addendum Required? (Y/N)	Yes 11. Prepare Addendum and post with RFQ Package – Notify Vendors No 11. Request Quote Responses	
15. Recommend Vendor for Award	12. Retrieve Tabulation Sheet from Evaluation Screen 13. Complete Tabulation Notification Form, Quote Review Recommendation Letter then forward to User Dept 14. Conduct Price Analysis (Evaluate Pricing)	
16. Recommend award to Lowest Responsive and Responsible Vendor Selected? (Y/N)		
Yes 17. Approve Award		
No 17. Prepare Justification Letter	18. Process P.O.	

Small Purchases – Non-compete

- a) **P.O. (non-compete):** Purchase orders can be used for purchases where the cost of goods or services to be purchased does not exceed \$4,999.99

- b) **P-cards:** The purchasing card (P-card) can be used for purchases where the cost does not exceed \$ 2,499.99 for the purchase of supplies, materials, equipment and services for County business use.

- c) **T- Cards:** The travel card (T-card) can be paid in advance for hotel accommodations, transportation (airline ticket) and conference/seminar registration. The cost does not exceed \$ 2,499.99 per transaction, per requestor.

3. Office of the County Attorney /Function Responsibilities

All legal services needed by the FCBOH shall be provided by the Office of the County Attorney as required by County Ordinance. The County Attorney at the request of the FCBOH will provide a Senior Level attorney who is designated to support the needs of the FCBOH. All costs of this attorney shall be borne by the FCBOH. This attorney will work directly with the Chief Executive Officer on assigned projects and coordinate the delivery time frames and dates for each project with the Chief Executive Officer. The assigned attorney shall remain a member of the Office of the County Attorney's department and shall be supervised by the County Attorney or his/her assigned Deputy. The Chief Executive Officer shall provide quarterly feedback to the County Attorney on the performance status of the assigned attorney and notify the County Attorney of any issues associated with the quality of work of the assigned attorney.

Last revised: Wednesday, June 28, 2017

ATTACHMENT "2"

HEALTH AND WELLNESS

BOC Date	BOC Agenda	Status	Renewal Options	Contractor	BID/RFP	Service/Commodity	Award \$Amt.	Prime	Contractor's \$Amt.	Contractor's %
10/15/2014	14-0854	STATEWIDE CONTRACT		CGL FACILITY MANAGEMENT, LLC	SWC90806	FACILITY MAINTENANCE SERVICES	\$97,648.50	PRIME	\$97,648.50	100.0%
3/18/2015	15-0239	RESCIND		KEMP AND SONS GENERAL SERVICES, INC	14ITB91208YA	MEDICAL/CLINICAL CLEANING SERVICES	(\$152,375.00)	PRIME	(\$152,375.00)	100.0%
3/18/2015	15-0240	LOW BID	0/2	A-ACTION JANITORIAL SERVICE, INC.	14ITB91208YA	MEDICAL/CLINICAL CLEANING SERVICES	\$180,559.00	PRIME	\$180,559.00	100.0%
10/21/2015	15-0391	RENEWAL	1/2	CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT	15ITB96859A-C	INTEGRATED MOSQUITO MANAGEMENT SERVICES	\$379,461.95	PRIME	\$379,461.95	100.0%
7/15/2015	15-0598	SOLE SOURCE		A & A PROJECT SOLUTIONS, LLC	15SS97840B	GEORGIA HIV & STD INFOLINE	\$97,500.00	PRIME	\$97,500.00	100.0%
7/15/2015	15-0599	SOLE SOURCE		ORASURE TECHNOLOGIES, INC.	15SS136A-MH	ORAQUICK ADVANCE RAPID HIV-1/2 ANTIBODY TEST KITS	\$84,500.00	PRIME	\$84,500.00	100.0%
11/4/2015	15-0972	STATEWIDE CONTRACT		CARDINAL HEALTH	MMS15001, M	ALLIANCE FOR PHARMACY	\$338,621.89	PRIME	\$338,621.89	100.0%
12/2/2015	15-1105	LOW BID		CLINLAB LABORATORY INFORMATION SOLUTIONS	151TB 112015	LABORATORY INFORMATION SYSTEM	\$99,600.00	PRIME	\$99,600.00	100.0%
1/6/2016	16-0031	LOW BID	138920	LAYTON X-RAY SERVICES, INC.	15ITB98501A-C	DIGITAL X-RAY SYSTEM AND INSTALLATION	\$138,920.00	PRIME	\$138,920.00	98.0%
2/3/2016	16-0098	RECOMMENDED PROPOSAL	0/2	HEALTH MPOWERS	15RFP12032015	FARLY CARE AND EDUCATION TRAINING AND CONSULTING SERVICES	\$174,000.64	PRIME	\$174,000.64	100.0%
2/17/2016	16-0133	STATEWIDE CONTRACT		PATTERSON DENTAL COMPANY	15SS10865A-C	STICK SENSORS	\$19,473.00	PRIME	\$19,473.00	100.0%
4/13/2016	16-0225	STATEWIDE CONTRACT		THE INTERCONNECT GROUP	SPD00000037	MEDIA SERVICE	\$50,000.00	PRIME	\$50,000.00	100.0%
4/13/2016	16-0225	SOLE SOURCE		ORASURE TECHNOLOGIES, INC.	16SS101446A-	ORA QUICK ADVANCE RAPID HIV ANTIBODY TEST	\$85,000.00	PRIME	\$85,000.00	100.0%
4/20/2016	16-0227	SOLE SOURCE		AID ATLANTA	16SS101449A-	GEORGIA HIV & STD INFOLINE	\$97,500.00	PRIME	\$97,500.00	100.0%
4/13/2016	16-0229	SOLE SOURCE		GREATER THAN AIDS - KAISER FAMILY FOUNDATION	16SS01452A-CJ	MEDIA SERVICE	\$150,000.00	PRIME	\$150,000.00	100.0%
4/13/2016	16-0230	SOLE SOURCE		BIOLYTICAL LABORATORIES	16SS101447A-C	ANTIBODY TEST KITS	\$75,000.00	PRIME	\$75,000.00	100.0%
5/4/2016	16-0371	SOLE SOURCE		QIAGEN, INC	16SS102123A-C	QUANTIFERON GOLD IN-TUBE TESTING	\$25,000.00	PRIME	\$25,000.00	100.0%
6/15/2016	16-0499	STATEWIDE CONTRACT		FOCUS OF GEORGIA, INC.	SWC80781	TEMPORARY STAFFING SERVICES	\$134,680.00	PRIME	\$134,680.00	100.0%
6/15/2016	16-0500	STATEWIDE CONTRACT		THE INTERCONNECT GROUP	SWC0002	PROMOTE TOBACCO SMOKE FREE AND ACTIVE LIVING HEALTH MESSAGE	\$257,321.00	PRIME	\$257,321.00	100.0%
6/15/2016	16-0504	RECOMMENDED PROPOSAL	0/2	NORTH FULTON CHILD DEVELOPMENT ASSOCIATION	16RFP10273A-	DROP-IN-DAY CARE SERVICES (FCDHW, MH Aging and Youth)	\$216,000.00	PRIME	\$216,000.00	100.0%
8/3/2016	16-0657	RENEWAL		TOTAL ACCESS GROUP, INC	15ITBC98685A-	CUSTOM PREFILLED CONDOM PACKETS AND CONDOMS	\$300,000.00	PRIME	\$300,000.00	100.0%
9/7/2016	16-0755	SOLE SOURCE		GOLD STANDARD DIAGNOSTICS	16SS103059A-C	THUNDERBOLT ELISA ANALYZERS	\$72,000.00	PRIME	\$72,000.00	100.0%
9/21/2016	16-0782	INCREASE SPENDING AUTHORITY		BIOLYTICAL LABORATORIES	16SS101447A	HIV-1 ANTIBODY TEST KITS	\$150,042.00	PRIME	\$150,042.00	100.0%

BOC Date	BOC Agenda	Status	Renewal Options	Contractor	BID/RFP	Service/Commodity	Award \$Amt.	Prime	Contractor's \$Amt.	Contractor's %
10/5/2016	16-0829	INCREASE SPENDING AUTHORITY		THE INTERCONNECT GROUP	99999-001	MEDIA BUYING SERVICES	\$60,000.00	PRIME	\$60,000.00	100.0%
10/5/2016	16-0847	INCREASE SPENDING AUTHORITY		LOCUM TENENS	15ITB96389A-C	LOCUM TENENS POSITIONS STAFFING SERVICES	\$227,120.00	PRIME	\$227,120.00	100.0%
10/19/2016	16-0931	RENEWAL	2/2	CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT	15ITB96859A-C	INTEGRATED MOSQUITO MANAGEMENT SERVICES	\$379,461.95	PRIME	\$379,461.95	100.0%
10/19/2016	16-0932	RENEWAL	1/2	NORTH FULTON CHILD DEVELOPMENT ASSOCIATION	16RFP102734A-	DROP IN DAY CARE SERVICES AT NORTH FULTON REGIONAL HEALTH CENTER	\$216,000.00	PRIME	\$216,000.00	100.0%
12/7/2016	16-1080	INCREASE SPENDING AUTHORITY		ORASURE TECHNOLOGIES, INC.	16SS101446A-	ORA QUICK ADVANCE RAPID HIV ANTIBODY TEST	\$49,950.00	PRIME	\$49,950.00	100.0%
12/7/2016	16-1081	STATEWIDE CONTRACT		FISHER SCIENTIFIC COMPANY LLC	SWC30747	BIOLOGICAL SUPPLIES AND EQUIPMENT	\$103,287.00	PRIME	\$103,287.00	100.0%
12/7/2016	16-1083	STATEWIDE CONTRACT		THE INTERCONNECT GROUP	SWC99999999	MEDIA BUYING SERVICES	\$232,438.00	PRIME	\$232,438.00	0.0%
12/21/2016	16-1178	AMEND		ERNST & YOUNG, LLP	FCDHW	PHASE 3 LEADING PRACTICE IMPLEMENTATION OF BILLING PROCESS LEADING PRACTICE IMPROVEMENTS	\$101,002.00	PRIME	\$101,002.00	100.0%

BOC Date	BOC Agenda	Status	Renewal Options	Contractor	BID/RFP	Service/Commodity	Award \$Amt.	Prime	Contractor's \$Amt.	Contractor's %
1/4/2017	17-0031	AMEND		HEALTH MPOWERS	15RFP12032015	EARLY CARE AND EDUCATION TRAINING AND CONSULTING SERVICES	\$19,563.72	PRIME	\$19,563.72	100.0%
2/1/2017	17-0126	STATEWIDE CONTRACT		KEIHAUER	SWC9999	OFFICE COMPUTER AND EDUCATIONAL FURNITURE	\$1,546,492.00	PRIME	\$31,654.70	2.0%
2/1/2017	17-0126	STATEWIDE CONTRACT		HILLSMAN INC.	SWC9999	OFFICE COMPUTER AND EDUCATIONAL FURNITURE	\$1,546,492.00	PRIME	\$75,269.85	4.9%
2/1/2017	17-0126	STATEWIDE CONTRACT		HILLSMAN INC.	SWC9999	OFFICE COMPUTER AND EDUCATIONAL FURNITURE	\$1,546,492.00	PRIME	\$112,600.00	7.3%
2/1/2017	17-0126	STATEWIDE CONTRACT		EXEMPLIS CORPORATION	SWC9999	OFFICE COMPUTER AND EDUCATIONAL FURNITURE	\$1,546,492.00	PRIME	\$171,946.62	11.1%
2/1/2017	17-0126	STATEWIDE CONTRACT		SPACE SAVER STORAGE	SWC9999	OFFICE COMPUTER AND EDUCATIONAL FURNITURE	\$1,546,492.00	PRIME	\$82,321.71	5.3%
2/1/2017	17-0126	STATEWIDE CONTRACT		KRUEGER INTERNATIONAL, INC.	SWC9999	OFFICE COMPUTER AND EDUCATIONAL FURNITURE	\$1,546,492.00	PRIME	\$569,338.20	36.8%
2/1/2017	17-0126	STATEWIDE CONTRACT		KIMBALL OFFICE	SWC9999	OFFICE COMPUTER AND EDUCATIONAL FURNITURE	\$1,546,492.00	PRIME	\$257,752.96	16.7%
2/1/2017	17-0126	STATEWIDE CONTRACT		JSJ FURNITURE	SWC9999	OFFICE COMPUTER AND EDUCATIONAL FURNITURE	\$1,546,492.00	PRIME	\$41,242.24	2.7%
2/1/2017	17-0126	STATEWIDE CONTRACT		MAYLINE COMPANY	SWC9999	OFFICE COMPUTER AND EDUCATIONAL FURNITURE	\$1,546,492.00	PRIME	\$2,848.80	0.2%
				EMORY UNIVERSITY SCHOOL OF MEDICINE		TB PHYSICIANS X-RAY SHARED	\$ 108,750.00			
				SYSSTEMS OUTSOURCING & SUPPORT INC.		MEDICAL/CLINICAL BILLING & CODING	\$ 26,500.00			
		REVENUE		TENET SOUTH FULTON MED CTR		PRIMARY CARE SERVICES	\$ 19,824.00			
				MITCHELL & McCORMICK INC		ANNUAL MAINTENANCE - IT	\$ 417,134.00			

ATTACHMENT "3"



FULTON COUNTY BOARD OF HEALTH Memoranda of Understanding Tracking Spreadsheet

Name of Institution	Contact Name	Nature of Contract MOU	Program Served	Funding	Amount	Date Approved	Expiration Date
Context Media Health	Elyse Hall 312 940 6818 ely.h@contextmediahealth.com	Applied learning in Public Health	Communicable Disease	N/A	N/A	8/17/16	8/31/17
Emory University Nell Hodgson Woodruff School of Nursing	Nicole R. Ingram Nicole.ingram@emory.edu 404-727-5498	Applied learning in Public Health	General: Provision of better patient care. Nursing	N/A	N/A	02/03/2016	11/22/18
Emory University Rolling School of Public Health	Shantrice Jones 4047279957 Shantrice.jones@emory.edu	Applied learning in Public Health	General	N/A	N/A	8/3/2016	3 Years Commencement Upon execution date
Emory University	Christian P. Larsen, M.D.	Emory for TB Clinical and Radiology	Communicable Diseases	N/A	N/A	1/1/2017	12/31/2017
Emory University School of Medicine Division of General Internal Medicine	Jada Bussey-Jones, MD Co-director, Primary Care Center	Applied learning in Public Health (Social Medicine elective)	Communicable Disease	N/A	N/A	4/20/2016	12/31/2017
Fulton County School	Sara Blake Smith 470-254-0468 fordCR@fultonschools.org	To execute subtitle VII Of the McKinney-Vento Homeless Assistance Act(42U.S.C11431et seq)	McKinney- Vento Homeless Assistance. Nursing / Immunization	N/A	N/A	8/3/2016	2 Years 7/3/2018
Fulton County Govt and Georgia State Health Dept. CGI Advantage	Dr. Brenda Fitzgerald 404-657-2703 Huriyyah.lewis@dph.ga.gov	Access to Fulton County Management records/ Human resources/ AMS/Grants	Health Dept. /State Employee Share information. CGI	N/A	N/A	8/3/2016	2 Years
Georgia State University, Lewis School of Public Health Profession	Dr. Risa Palm 404-413-1438 jpratt@gsu.edu	Applied learning in Public Health	Nutrition	N/A	N/A	06/15/16	3 Years Commencement Upon execution date.
Grand Canyon University College of Nursing	Ms. Samantha Macchiaverna	Applied learning in Public Health	Nursing	N/A	N/A	11/2/2016	3Years



FULTON COUNTY BOARD OF HEALTH Memoranda of Understanding Tracking Spreadsheet

Name of Institution	Contact Name	Nature of Contract MOU	Program Served	Funding	Amount	Date Approved	Expiration Date
HarborPath Inc	De Ann Rease 908-859-3483 mikebeyerc@sambrown.com	To facilitate the access of uninsured/underinsure Individuals living with HIV and /or Hepatitis C to Life sustaining medications necessary for their treatment	Communicable Disease	N/A	N/A	8/3/2016	12/31/17
HarborPath Inc.	De Ann Rease 908-859-3483 mikebeyerc@sambrown.com	Access to Fulton County PHI	Communicable Disease	N/A	N/A	8/31/16	12/31/16
Kennesaw State University Well Star School of Nursing.	Laura Allen Lallen32@Kennesaw.edu 470 -578-3212	Applied learning in Public Health	Nursing	N/A	N/A	04/20/16	03/31/2019
Mercer Corporation College of Health Professions	Jimmie H. Smith 478- 301-5129 Smith-jh@mercer.edu	Applied learning in Public Health	Nursing	N/A	N/A	8/3/2016	8/2/19
Mercer University Georgia Baptist College Nursing	Charles A. Smith 678-547-6714 Smith-ca@mercer.edu	Applied learning in Public Health	Nursing	N/A	N/A	8/3/16	8/2/2019
Mercy Care	Alan Bradford 678-843-8507 Tandrews@mercvatlanata.org		Communicable Disease	N/A	N/A	8/3/2016	12/31/2016
Morehouse School of Medicine	Carla Durham Walker 404-752-1852 cdurham@msm.edu	Applied learning in Public Health	General	N/A	N/A	8/3/2016	July 20,2019
NIH NIDCR	Dr. Bruce Dye 301-496-7765 bruce.dye@nih.gov	Dental Public Health Resident	Dental	N/A	N/A		



FULTON COUNTY BOARD OF HEALTH Memoranda of Understanding Tracking Spreadsheet

Name of Institution	Contact Name	Nature of Contract MOU	Program Served	Funding	Amount	Date Approved	Expiration Date
UGA College of Public Health	Nina Cleveland 706-542-3648 Ninac64@uga.edu	Applied learning in Public Health	General	N/A	N/A	8/3/2016	3 Years August 2, 2019
Odyssey Family Counseling Center	Stephanie I Barnhart 404-762-9190			N/A	N/A	9/7/2016	8/31/2017
Safe kids Worldwide	Mark Ryan Mrvan@safekids.org 202-803-4220			N/A	N/A	12 -21-2016	12-7-2017
University of Alabama at Birmingham	Crystal D. Adams, MSN, RN Clinical Placement Coordinator Nursing Academic Affairs	Clinical and scholarly experiences	Nursing	N/A	N/A		
Central Presbyterian Church	Ana Bailie 404-754-9361	TB Prevention & Control in Homeless Shelters	Communicable Disease	N/A	N/A		
My Sister's House	Vanessa Carey 404-367-2247 404-367-2465 (press 5)	TB Prevention & Control in Homeless Shelters	Communicable Disease	N/A	N/A		
Zaban Paradies Center	Karyn Woods 404-817-2475	TB Prevention & Control in Homeless Shelters	Communicable Disease	N/A	N/A		
Gateway Center	Raphael Holloway 404-215-6601	TB Prevention & Control in Homeless Shelters	Communicable Disease	N/A	N/A		
Atlanta Union Mission	Michael Sheppard 404-367-2511 770-900-0824	TB Prevention & Control in Homeless Shelters	Communicable Disease	N/A	N/A	5/20/2015	6/30/2016
Atlanta City Baptist Rescue Mission	Paul Johnson 404-577-3409 404-507-4732	TB Prevention & Control in Homeless Shelters	Communicable Disease	N/A	N/A	5/20/2015	6/30/2016



**FULTON COUNTY BOARD OF HEALTH
Memoranda of Understanding Tracking Spreadsheet**

18-0970

Name of Institution	Contact Name	Nature of Contract MOU	Program Served	Funding	Amount	Date Approved	Expiration Date
City of Refuge	James Reed 404-874-2241 404-561-7752	TB Prevention & Control in Homeless Shelters	Communicable Disease	N/A	N/A	8/5/2015	6/30/2016
Atlanta Recovery Center	Derek Boyd 404-577-3352	TB Prevention & Control in Homeless Shelters	Communicable Disease	N/A	N/A	5/20/2015	6/30/2016
Metro Atlanta TB Task Force for the Homeless	Carl Hartrampf Crystal Howard (404) 787-5826	TB Prevention & Control in Homeless Shelters	Communicable Disease	N/A	N/A	5/20/2015	6/30/2016
Salvation Army ?Red Shield Services	Kevin Hall 404-486-2711	TB Prevention & Control in Homeless Shelters	Communicable Disease	N/A	N/A	5/20/2015	6/30/2016



FULTON COUNTY BOARD OF HEALTH Memoranda of Understanding Tracking Spreadsheet

Name of Institution	Contact Name	Nature of Contract MOU	Program Served	Funding	Amount	Date Approved	Expiration Date
Emory University – Chief Clinical Officer/Consultant	Kanika Moss, JD 404-727-1051 kanika.mos@emory.edu	Consultant	Communicable Disease/TB Clinic		\$132,821.56	02/03/2016	12/31/17
GA Dept. of PH	Michelle Allen 404-463-2579 Michelle.Allen@dph.ga.gov	STD Program	Communicable Disease/STD Program	N/A	\$150,000	9/2/15	5 Years Commencement Upon execution date
Healing Communities	Karen Williams 404-704-4336 kwilliams@healingourcommunities.org		Communicable Disease/STD Program	N/A	\$329,219.69	1/18/17	2/28/18
Healing Communities	Karen Williams 404-704-4336 kwilliams@healingourcommunities.org		Communicable Disease/STD Program	N/A	\$224,038	12/31/16	2/28/17
Sentient Research	Aaron Plant, MPH, President 213-448-0660 aaron@sentientresearch.net	Pilot Testing of Waiting Room Video	Communicable Disease/STD Program	N/A	\$	4/20/16	4/30/17
YMCA Early Childhood/ Headstart and Health Services	Yvonne Williams-Randall 404-413-1438 jpratt@gsu.edu	Dental/Vision/Hearing & Medical Services	Nursing	N/A	\$10,000	N/A	10/31/17