

**MEMORANDUM OF UNDERSTANDING
BETWEEN
FULTON COUNTY, GEORGIA and
THE EMORY CLINIC, INC.,**

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”), by and between Fulton County, Georgia (hereinafter the “County”), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and The Emory Clinic, Inc. (hereinafter the “Clinic”), a Georgia non-profit corporation authorize to do business in the State of Georgia, entered into this 1st day of January, 2026.

WITNESSETH

WHEREAS, the County has determined that, consistent with State law, certain administrative and other related supervisory services are reasonable and necessary to promote and maintain the County’s emergency medical communications (hereinafter “the Service”); and

WHEREAS, the County has recognized the need for a specialist, who has the training, experience, and qualifications necessary to practice medicine in the specialty of emergency medicine, to supervise and direct emergency medical planning and oversight services at the Service to serve as Medical Director; and

WHEREAS, the County desires to immediately retain the services of the Clinic in order to protect the public from a threat to public health, welfare or safety by providing certain administrative and supervisory services; and

WHEREAS, the Clinic has employees who are licensed to practice medicine in the State of Georgia and who are qualified to provide such administrative and supervisory services, and the Clinic desires to provide them under contract as independent contractors, in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the Clinic therefore affects and furthers the goal of protecting the health, safety, and welfare of the citizens of the County; and

NOW, THEREFORE, in consideration of the foregoing and mutual promises and covenants contained herein, and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1. DUTIES, OBILIGATIONS AND PERFORMANCE OF CLINIC

1.1 The Clinic’s Undertaking. The County hereby contracts with the Clinic to provide administrative and supervisory services described in Exhibit A hereto (the “Administrative Services”). The Clinic agrees to provide such Administrative Services on the terms and conditions set forth herein.

1.2 Availability of Administrative Services. The parties acknowledge that it is difficult to predict the precise amount of time required to perform the Administrative Services required by this Agreement. The parties anticipate, however, that the Clinic shall provide Administrative Services on an as-needed basis which shall, on the average, consist of 12 hours a month.

1.3 Designation of Physician / Substitute Physicians. The Clinic shall designate a physician to provide the Administrative Services required by this Agreement, who shall comply at all times with the qualifications set forth herein in Section 1.4 (the “Medical Director”). The original Medical Director designated by the Clinic is Cynthia Romero, MD for the service. If the Medical Director is unable to provide the Administrative Services for any reason, the Clinic will designate a substitute physician to provide the Administrative Services, unless the County states that coverage is not required during a specific absence of the Medical Director. Any such substitute physician shall comply with the requirements of Section 1.4 herein.

1.4 Representations, Covenants and Warranties of Clinic.

- A. License to Practice.** The Clinic warrants and covenants that the persons designated by the Clinic as the Medical Director are fully authorized to practice medicine in the State of Georgia and holds all appropriate licenses from the Georgia Composite State Board of Medical Examiners. The Clinic agrees that the Director shall also, for the full Term (as defined in Article 4) of this Agreement, maintain such license(s) and also promptly report to the County any suspension, restriction, reduction, revocation, or termination of any license(s) thereof.
- B. Reports.** The Clinic, upon receipt of notice of such by the Medical Director, shall promptly report to the County any denial, suspension, revocation, curtailment, reduction, or limitation imposed at any time during the Term of this Agreement upon any staff or similar privileges held by the Medical Director from any healthcare facility which is a member of the Woodruff Health Sciences Center. The Clinic will provide the County with information about such suits or settlements as the County may reasonably request, provided that such reports will not in the opinion of counsel for the Clinic on such matters, constitute either privileged communications, or would destroy and protections from discoverability, compromise the defense of any suit, or violate any confidentiality provisions of any settlement agreement.
- C. Compliance with Regulations.** The Clinic and the Medical Director shall comply with all material aspects of applicable federal and state laws and regulations governing the licensing and conduct of physicians and with the ethical standards of the profession, and with the applicable policies, procedures, rules and regulations of the County.
- D. Diligent Performance.** In performance of the Administrative Services under this Agreement, the Medical Director shall use diligent efforts and professional skills and judgment with the Principles of Ethics of the American Medical Association.

1.5 Insurance. Clinic shall purchase at its sole expense and maintain in force, during the Term of this Agreement, professional liability insurance covering its Medical Director and any Clinic employee who provides support to the Clinic in conjunction with delivery of Administrative Services in amounts not less than \$1,000,000 per incident and \$3,000,000 in the aggregate, and provide written evidence of such insurance coverage to Fulton County upon its request. The Clinic, the Medical Director, or any employee of the Clinic shall not be deemed employees of Fulton County and will not be entitled to Worker's Compensation coverage afforded employees of Fulton County, under Fulton County's agencies' and Fulton County's self-funded insurance, or health care benefits plan for its employees, or other benefit programs. This paragraph will survive the termination of this Agreement.

ARTICLE 2. COMPENSATION AND BILLING

2.1 Compensation for Medical Director Services. During the Initial Term (as defined in Article 4 of this Agreement), as the sole compensation to the Clinic for the Administrative Services to be provided hereunder, the County agrees to pay the Clinic in twelve (12) equal monthly installments, which during the Initial Term shall each equal Three Thousand Four Hundred and Thirty-Three Dollars and thirty-three cents (\$3,433.33) per month.

2.2 Compensation for Renewal Term. The Fee shall increase by a factor of three percent (3%) annually for each Renewal Term (as defined in Article 4 of this Agreement). The pro-rated amount that the County will pay the Clinic in twelve (12) equal monthly installments for fiscal year 2027 is Three Thousand Five Hundred and Thirty-Six Dollars and thirty-three cents (3,536.33). The pro-rated amount that the County will pay the Clinic in twelve (12) equal monthly installments for fiscal year 2028, is Three Thousand Six Hundred and Forty-Two Dollars and forty-two cents (3,642.42). The pro-rated amount that the County will pay the Clinic in twelve (12) equal monthly installments for fiscal year 2029, is Three Thousand Seven Hundred and Fifty-One Dollars and sixty-nine cents (3,751.69).

2.3 Additional Terms. Each monthly Fee installment shall be due on before the fifth (5th) day of each month, for the preceding month. The County agrees to employ its best efforts to make its payments to the Clinic in a timely manner.

2.4 Fair Market Value. The parties agree that the Fees represent fair market value compensation for the Administrative Services, and the Fees have not been determined on the basis of volume or value of any referrals or other business generated among the Clinic, Medical Director and the County. The Fees and the maximum hours may be adjusted if agreed upon by the parties, but adjustments may not be made more frequently than annually. Any such adjustments shall be made in writing, approved by the Fulton County Board of Commissioners, and attached hereto as an amendment to this Agreement and shall not be effective until approved by the Board of Commissioners. The Administrative Services described herein are not intended to and may not exceed the services that are reasonable and necessary for the legitimate business purposes of this Agreement.

ARTICLE 3. RESPONSIBILITIES OF THE COUNTY

3.1 Equipment, Supplies and Records. The County shall provide, maintain, and make available to the Clinic such equipment, supplies and records as the Clinic deems reasonably necessary for the provision of the Administrative Services. The Clinic shall promptly notify the County of any defect, malfunction, or other deficiency of such equipment, supplies and records.

3.2 Personnel. The County shall employ and/or contract independently with secretarial and other personnel necessary to provide support services to the Clinic in conjunction with the delivery of Administrative Services as contemplated herein. Such personnel will be hired by the County. Such personnel shall be and remain either employees and/or independent contractors with the County, and may be disciplined, transferred, or discharged only by the County.

3.3 Facilities. The County shall provide the physical space for the delivery of Administrative Services contemplated hereunder. The size and location of such space shall be determined by the County in consultation with the Clinic.

3.4 Other Business Expenses. In the event that the County requests or authorizes the Director to engage in a business activity on behalf of the County to further the Administrative Services contemplated hereunder, such request shall be reduced in writing and approved in accordance with the County's change order requirements set forth in Fulton County Code Section 102-420, which is incorporated by reference as if fully set forth herein. The County will reimburse the Director for all reasonable expenses incurred for which itemized expense reports are presented to the County in accordance with the County's standard policies requiring documentation of such expenses.

3.5 Compliance with Regulations. To the extent applicable, the County shall comply with all material aspects of applicable federal and state laws and regulations governing billing and reimbursement under any applicable reimbursement process.

3.6 Insurance. The County shall maintain appropriate insurance coverage on any equipment made available by the County to the Clinic for the delivery of such Administrative Services. Notwithstanding this provision, the County reserves the right to self-insure.

ARTICLE 4. TERM AND TERMINATION

4.1 Term. The initial term of this Agreement shall be upon execution through December 31, 2026 (the "Initial Term"), unless otherwise terminated as provided herein. Thereafter, this Agreement shall automatically renew for three (3) years not to exceed December 31, 2029. (the "Renewal Term;)" the Initial Term and each Renewal Term are collectively referred to herein as the "Term") unless terminated as herein provided in Article 4.2 or unless either party notifies the other of an intent to terminate at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. The Initial Term and the Renewal Term shall be subject and contingent upon the approval, availability and appropriation of funds by the Fulton County Board of Commissioners unless sooner terminated as provided for herein.

4.2 Termination

A. Termination Without Cause. Either party may terminate this Agreement, without cause, at any time upon sixty (60) days written notice to the other.

B. Early Termination by the County. The County may terminate this Agreement immediately upon written notice to the Clinic in the event that:

1. The Director fails to maintain the representations, covenants, and warranties set forth in Article 1.4 and the Clinic fails to designate a qualified physician within thirty (30) days of receipt of notice by The County of such failure;
2. The Clinic fails, after thirty (30) days written notice of default or failure to comply, to provide the Administrative Services required to be provided under this Agreement or to comply and to maintain compliance with any other provisions of this Agreement.

C. Early Termination by the Clinic. The Clinic may terminate this Agreement immediately, with cause, upon written notice to the County upon The County's failure, after thirty (30) days written notice of default to comply or maintain compliance with any provision of this Agreement.

4.3 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 regulations; 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 affect compliance with any such ruling. In the event the parties can not reach a mutually agreeable resolution after ninety (90) days, this Agreement will terminate automatically.

4.4 Affirmative Action Clause. The provisions of 41 C.F.R. Section 60-1.4, Section 60-250.5(a) and Section 60-741.5(a) pertaining to affirmative action obligations are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. In addition, the parties agree that, in fulfilling their respective obligations and duties under this Agreement, they shall not discriminate against any individual or group on the basis of race, religion, age, sex, national origin, citizenship, disability, sexual orientation, genetic information, or veterans/national guard/military reserve status.

ARTICLE 5. RESPONSIBILITY

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. However, nothing herein shall be construed as a waiver of the County's sovereign immunity or the immunities available to the County's officials, officers and employees. Notwithstanding the foregoing, Clinic hereby agrees to release, indemnify, defend, and hold harmless the County, its Commissioners, officers, employees, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgment, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by the Clinic, including its directors, officers, employees, successors, assigns, agents, or otherwise in connection (directly or indirectly) with its acceptance or the performance, or nonperformance, of its obligations under this Agreement.

ARTICLE 6. GENERAL PROVISIONS

6.1 Independent Contractor Status. In the performance of the duties and obligations devolving upon the Clinic (and any physician providing Administrative Services hereunder) under this Agreement, it is mutually understood and agreed that the Clinic (and all physicians providing Administrative Services hereunder) are at all times acting and performing as independent contractors and not as employees of the County. The County shall neither have nor exercise any control or direction over the methods by which the Clinic shall perform its work and functions.

Because the Clinic is not an employee of the County, the County will not deduct from payments made hereunder for State and Federal Income Taxes, FICA or other amounts normally withheld from compensation due employees, or offer the Clinic the opportunity to participate in any pension plan or other benefit plan for employees. The Clinic shall make all tax filings, withholdings, and payments required by law.

6.2 Medicare Access Clause. If required by Section 952 of the Omnibus Reconciliation Act of 1980, for a period of four years after furnishing services with a value or cost of \$10,000.00 or more over a twelve (12) month period and upon written request, the parties shall make available to the Secretary of the Department of Health and Human Services, or to the Comptroller General of the United States, or their designees, the Agreement and the books, documents, and records necessary to verify the nature and extent of the cost of such services. If the parties provide any services through a subcontract with a related organization, such contract shall contain an "Access to Books and Records" section similar to this one, if required by the Act.

No attorney-client, accountant/client, or other legal privileges will be deemed to have been waived by the County or the Clinic by virtue of this Agreement.

6.3 Medicare and Medicaid. The parties expressly acknowledge that it has been and continues to be their intent to comply fully with all federal, state, and local laws, rules, and

regulations. It is not a purpose, nor is it a requirement, of this Agreement nor of any other agreement between the parties, to offer or receive, induce, or encourage the referral of any patient, payment of which may be made in whole or in part by Medicare or Medicaid. No payment made or received under this Agreement is in return for the referral of patients or in return for the purchasing, leasing, ordering, or arranging for or recommending the purchasing, leasing, or ordering of any good, service, item, or product for which payment may be made in whole or in part under Medicare or Medicaid. In the event of any legislative or regulatory change or determination, whether federal or state, that has or would have a significant adverse impact on either party hereto in connection with the performance of the Administrative Services, or should either party be deemed for any reason in violation of any statute or regulation arising from this Agreement, then this Agreement shall be renegotiated to comply with then current law. Neither party shall make or receive any payment that would be prohibited under state or federal law.

6.4 Assignment. This Agreement may not be assigned by either party without the express written consent of the other party.

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

6.6 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 in any other jurisdiction, or any other clause or provision in this Agreement in any jurisdiction.

6.7 Entire Agreement. This Agreement constitutes the entire Agreement between the parties, 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 affected by any such modification.

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

6.9 Binding, Effect and Amendment. This Agreement, together with any amendments or attachments hereto, shall be binding upon the parties, and their heirs and successors, and this Agreement may be amended only by written instrument signed by both parties hereto.

6.10 Notice. Any notice, request, instruction or other document to be given pursuant to this Agreement by either party shall be in writing and delivered personally or sent by certified mail, postage prepaid, return receipt requested, to the other party at the address set forth below or to other address as such party may from time to time designate:

To the County:

Office of the County Manager
Richard "Dick" Anderson, County Manager
141 Pryor Street, S.W.
Suite 1000
Atlanta, Georgia 30303
404-612-8335
404-612-0350 (facsimile)

With a copy to:

Office of the County Attorney
Y. Soo Jo, County Attorney
141 Pryor Street, S.W.
Suite 4038
Atlanta, Georgia 30303
404-612-0251
404-730-6324 (facsimile)

The Department of Emergency Services
Chris Sweigart, Director
130 Peachtree Street S.W.
Suite 3147
Atlanta, Georgia 30303
404-612-7900

To the Clinic:

The Emory Clinic, Inc.
Alexander Isakov, MD, MPH
1364 Clifton Road, N.E.
Atlanta, Georgia 30322
404-712-7109

With a copy to:

Office of the General Counsel
Emory University
101 Administration Building
201 Dowman Drive
Atlanta, Georgia 30322
404-727-6011
404-712-5522 (facsimile)

Any notice shall be deemed to have been received by the party to whom it is addressed (i) upon actual receipt at the office of such party in the case notices sent by delivery service with signature acknowledging receipt required; or (ii) three (3) days after it is deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, to such party.

6.11 Waiver. Failure of any party to pursue any remedy for any default by either party pursuant to the terms of this Agreement or the parties' 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 kind of nature. Furthermore, the parties' delay or omission in asserting any right which either party may have hereunder will not constitute a waiver of such right or impair either party's right to assert such default or non-compliance on the part of the other party.

6.12 Duplicate Originals. This Agreement may be executed in duplicate, each of which, when executed and delivered, shall be deemed an original.

6.13 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.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have set their hand the day and year first written above.

FULTON COUNTY, GEORGIA

ATTEST:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Tonya R. Grier, Clerk (SEAL)
Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

THE EMORY CLINIC, INC.

Dane Peterson, Chief Operating Officer

EXHIBIT A

As set forth in this Agreement, The Emory Clinic, Inc. (the “Clinic”) shall provide the following Administrative Services as Medical Director of Emergency Medical Services at the Fulton County Department of Emergency Services (the “Service”) for The County of Fulton, Georgia (the “The County”):

Responsibilities of Emory and the Medical Director

Medical Priority Dispatch System

A. Prospective

Protocols

- Approval and periodic review of emergency medical dispatch (EMD) protocols, and response configuration in concert with the appropriate authority designee(s) of the Fulton County Department of Emergency Services.
- Interpretation of medical terminology and explanation of disease/injuries, diagnoses, and care to new Communications Officers in-training.

Personnel

- Approve standards for communications work as it relates to telephonic clinical care:
 - Participation in the orientation program for EMD personnel.
 - Evaluation and approval of all EMD training programs in conjunction with Communications Officers.

Training

- Review of testing materials used in the evaluation of EMD personnel, as it relates to telephonic clinical care.
- Approve in-house EMD training.

B. Concurrent

- Periodic observation and participation on the communications floor, with Communications Officers, to monitor the provision of services.

C. Retrospective

- Oversight of Medical Priority Dispatch, Continuous Quality Improvement (CQI),

including:

- Active involvement in the quality assurance program.
- Periodic audio reviews of problem EMD calls, conducted jointly with CQI personnel.
- Review and analysis of the monthly, cumulative scores of personnel-shift, and 9-1-1 center performance in handling a minimum of 7% of all 9-1-1 medical calls (recommended standard per Priority Dispatch, Inc.).
- Assistance, as requested, with Communications Officer continuing education, based on individual deficiencies and collective identified needs.
- Participation in discussions of challenging/problem dispatch-related cases and advice for the deliberations resulting from such discussions.
- Participation in development and periodic review of communications center policy, as appropriate.
- Participation in review of plans to adopt International Academy of Emergency Dispatch standards into policy and/or procedures.

Emergency Medical Services (EMS) First Responder

A. Prospective

Clinical Care Guidelines

- Assist with periodic review and revision of the Fulton County Department of Emergency Services Clinical Care Guidelines.
- Assist in the formulation of disaster planning and management.
- Follow all laws protecting patient's legal rights, including Health Insurance Portability and Accountability Act (HIPAA).

Personnel

- Participate in the credentialing of paramedics, EMTs and First Responders to practice/provide medical care under the Georgia EMS provider scope of practice in situations where any person in need of medical care and/or attention is awaiting response from the designated EMS service provider.
- Participation in the development and approval of the First Responders Program.
- Approve an Automatic External Defibrillator (AED) program to be at the Fulton County Department of Emergency Services 911 Center.

Training

- Contribute to the formulation of EMS training programs in conjunction with Department of Emergency Services Quality Assurance Unit/Priority Dispatch.

- Approve in-house EMS training for first responders.
- Approve, as requested, EMS continuing education hours/credits needed for EMS personnel to re-certify and/or re-licensure.
- Approve recertification paperwork, as appropriate, for Fulton County Department of Emergency Services.
- Review Quality Assurance program instruction plans and recommend edits accordingly.
- Review testing materials used in the evaluation of first responders.

B. Concurrent

Activities

- May respond on scene to observe and assist with direct patient care delivered by EMS personnel.
- Respond when requested by the Quality Assurance Unit, and the Department of Emergency Services Director, if logistically feasible.

On line Direction

- May monitor EMS communications
- Approve procedures for on-line medical direction.
- May provide online medical direction when requested by EMS personnel.

C. Retrospective

Patient Care Reports (PCR)

- In conjunction with the Quality Assurance Unit, formulate audit filters for selecting PCRs to review.
- Monthly review of all audited and screened PCRs resulting from review of all PCRs.
- Critical review of all PCRs on patient care causes from which a complaint has been filed.
- Participate in the monthly meeting, reviewing summarized statistics on EMS incidents produced by the Service to guide changes in EMS protocols and further training.

Patient Care Complaints

- Participate in the investigation of all externally generated filed complaints and internally generated incident reports regarding patient care in accordance with departmental due process policies.

- Co-represent the Emergency Services in meetings related to patient care.

Discipline

- Participation in appeals of EMS personnel from decisions to restrict or deny patient care privileges.
- Review and provide consultation regarding the disciplinary process for EMS personnel patient care infractions.
- Recommend all EMS personnel for certification, re-certification, de-certification to the appropriate EMS certifying body, as appropriate.

Responsibilities of the County Department of Emergency Services

- The County shall maintain a system for documenting patient care reports that affords access for the medical director.
- The County shall promulgate policies and procedures governing the activity of its Emergency Medical Services First Responder Program.
- The Service shall assign the Quality Assurance Unit with the responsibility of performing quality assurance reviews to select PCR's for the Medical Director to review. Criteria established by the Medical Director will be used to determine percentages and types of PCR's to be selected by the Quality Assurance Unit/Priority Dispatch for review.
- Should the County require the Medical Director to participate in the procurement of controlled substances, the cost of the DEA license will be reimbursed by the county.