



Fulton County Board of Commissioners

# Agenda Item Summary

BOC Meeting Date

1/6/21

## Requesting Agency

Commissioners (Pitts)

## Commission Districts Affected

All Districts

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Approval

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*Is this Item related to a Strategic Priority Area? *(If yes, note strategic priority area below)*

## Is this a purchasing item?

No

## Summary &amp; Background

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

Request approval of a Resolution in support of continuing transition of the Fulton County Board of Health; authorizing a reduction in force and waiving the notice and placement process specified in personnel procedure No. 330-16; authorizing the County Attorney and County Manager to negotiate a revision to the Intergovernmental Agreement for the provision of services from Fulton County to the Fulton County Board of Health; authorizing the Chairman to execute the Intergovernmental Agreement; and for other purposes. **(Pitts)**

## Contract &amp; Compliance Information

*(Provide Contractor and Subcontractor details.)*

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

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

<b>Agency Director Approval</b>		<b>County Manager's Approval</b>
<b>Typed Name and Title</b>	<b>Phone</b>	
<b>Signature</b>	<b>Date</b>	

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

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

<b>Agency Director Approval</b>		<b>County Manager's Approval</b>
<b>Typed Name and Title</b>	<b>Phone</b>	
<b>Signature</b>	<b>Date</b>	

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

**Procurement**

<b>Contract Attached:</b> .	<b>Previous Contracts:</b> .		
<b>Solicitation Number:</b> .	<b>Submitting Agency:</b> .	<b>Staff Contact:</b> .	<b>Contact Phone:</b> .
<b>Description:</b> .			
<b>FINANCIAL SUMMARY</b>			
<b>Total Contract Value:</b> Original Approved Amount: . Previous Adjustments: . This Request: . TOTAL: .	<b>MBE/FBE Participation:</b> Amount: . %: . Amount: . %: . Amount: . %: . Amount: . %: .		
<b>Grant Information Summary:</b> 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 \$: .			
<b>Funding Line 1:</b> .	<b>Funding Line 2:</b> .	<b>Funding Line 3:</b> .	<b>Funding Line 4:</b> .

**KEY CONTRACT TERMS**

<b>Start Date:</b> .	<b>End Date:</b> .
<b>Cost Adjustment:</b> .	<b>Renewal/Extension Terms:</b> .

**ROUTING & APPROVALS**

(Do not edit below this line)

.	Originating Department:	.	Date: .
.	County Attorney:	.	Date: .
.	Purchasing/Contract Compliance:	.	Date: .
.	Finance/Budget Analyst/Grants Admin:	.	Date: .
.	Grants Management:	.	Date: .
.	County Manager:	.	Date: .

1       **A RESOLUTION IN SUPPORT OF THE CONTINUING TRANSITION OF THE**  
2       **FULTON COUNTY BOARD OF HEALTH; AUTHORIZING A REDUCTION IN**  
3       **FORCE AND WAIVING THE NOTICE AND PLACEMENT PROCESS**  
4       **SPECIFIED IN PERSONNEL PROCEDURE NO. 330-16; AUTHORIZING THE**  
5       **COUNTY ATTORNEY AND COUNTY MANAGER TO NEGOTIATE A**  
6       **REVISION TO THE INTERGOVERNMENTAL AGREEMENT FOR THE**  
7       **PROVISION OF SERVICES FROM FULTON COUNTY TO THE FULTON**  
8       **COUNTY BOARD OF HEALTH; AUTHORIZING THE CHAIRMAN TO**  
9       **EXECUTE THE INTERGOVERNMENTAL AGREEMENT; AND FOR OTHER**  
10      **PURPOSES.**

11                   **WHEREAS**, through the adoption of House Bill 885 (Laws 201, Act 467, §  
12                   1, effective April 27, 2016) in the 2015-2016 Regular Session, the Georgia  
13                   General Assembly repealed O.C.G.A. § 31-3-3.1, which had allowed Fulton  
14                   County to operate its public health services through its internal Department of  
15                   Health and Wellness; and

16                   **WHEREAS**, House Bill 885 further provided that the operation of public  
17                   health services in Fulton County was to transition from being a department within  
18                   the County to being a county board of health similar to the other boards of health  
19                   around the State of Georgia that were never incorporated into county  
20                   governments; and

21                   **WHEREAS**, Fulton County therefore adopted Resolution Nos. 17-0298  
22                   and 17-0299 on April 12, 2017, dissolving the Department of Health and  
23                   Wellness and directing County staff to facilitate the creation of the Fulton County  
24                   Board of Health as a separate entity; and

25                   **WHEREAS**, the Fulton County Board of Health enjoys all powers and  
26                   obligations of a county board of health that are set forth in O.C.G.A. § 31-3-1, et  
27                   seq. and as may be delegated by the Georgia Department of Public Health and

1 by and through the authorities established in O.C.G.A § 31-2-1, et seq., O.C.G.A.  
2 § 26-2-370, et seq., and other state laws as of July 1, 2017; and

3           **WHEREAS**, to facilitate a smooth transition for the new entity, Fulton  
4 County and the newly established Fulton County Board of Health entered into an  
5 Intergovernmental Agreement (Agenda Item No. 17-0300) for the provision of  
6 services and personnel from Fulton County to the Fulton County Board of Health  
7 (hereinafter “Services IGA”); and

8           **WHEREAS**, the Service Level Agreement attached to the  
9 Intergovernmental Agreement detailed those specific services that the County  
10 would provide to the Fulton County Board of Health, with consideration for the  
11 sun-setting of services as the Fulton County Board of Health develops the  
12 capacity to operate those services on its own; and

13           **WHEREAS**, the Fulton County Board of Health has experienced certain  
14 challenges in the human resources domain as a result of having a mix of state  
15 and county employees in the organization; and

16           **WHEREAS**, the alignment of all employees under the state system will  
17 allow the Fulton County Board of Health to consolidate human resources  
18 functions and policies under one umbrella, and in the same manner as the other  
19 boards of health throughout the state; and

20           **WHEREAS**, greater financial and administrative control will enhance the  
21 effectiveness of the Fulton County Board of Health; and

1           **WHEREAS**, Fulton County and the Fulton County Board of Health are  
2 forever seeking the fulfillment of the same goal of ensuring the best health  
3 outcomes possible for the citizens within Fulton County; and

4           **WHEREAS**, Fulton County Board of Health desires to continue to utilize  
5 the Facilities and Legal services provided by the County as specified by state law  
6 and as prudent to maximize synergies across the entities for optimal provision of  
7 public health services to the citizens of Fulton County; and

8           **WHEREAS**, Fulton County currently provides the services of nearly 350  
9 County employees to the Fulton County Board of Health through the Services  
10 IGA, and will be required to separate all of those employees through the  
11 Reduction in Force process established under Fulton County Policy 330-16 in  
12 order to allow for the transition of those employees to state positions within the  
13 Fulton County Board of Health; and

14           **WHEREAS**, the Fulton County Board of Health desires to maintain all of  
15 these valued employees in state positions; and

16           **WHEREAS**, the parties recognize that the state positions are  
17 accompanied by different yet comparable health, retirement, and other benefits,  
18 and will ensure that employees will be transferred at the same rate of pay and  
19 with comparable benefits; and

20           **WHEREAS**, once a Reduction in Force (“RIF”) is declared by the Board of  
21 Commissioners pursuant to Personnel Procedure 330-16-3 IV, the Chief  
22 Human Resources Office (“CHRO”) must endeavor to place non grant-funded  
23 employees considered for RIF in other County positions, and if no positions are

1 available for placement, the County must give an employee at least 21 calendar  
2 days' notice prior to the date of separation; and

3 **WHEREAS**, placement efforts in county jobs will be unnecessary because  
4 the Fulton County Board of Health has agreed to accept all employees for  
5 transfer to state positions; and

6 **WHEREAS**, Fulton County Code of Laws ("FCC") § 1-117 gives the Board  
7 of Commissioners exclusive authority over the affairs of the County, and the  
8 Board of Commissioners is authorized to enter into and amend  
9 Intergovernmental Agreements with other entities pursuant to GA CONST Art. 9,  
10 § 3, ¶ I.

11 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of  
12 Commissioners of Fulton County hereby supports the continuing transition of the  
13 Fulton County Board of Health, and authorizes the Chairman of the Board of  
14 Commissioners to execute the Amendment to the Intergovernmental Agreement  
15 for the Provision of Services to the Fulton County Board of Health in a form  
16 similar to the version provided in Exhibit A to this Resolution, effective upon  
17 signature, as the same may be amended by the County Manager and the County  
18 Attorney during negotiations with the Fulton County Board of Health.

19 **BE IT FURTHER RESOLVED**, that the Board of Commissioners directs  
20 the County Manager and County Attorney to negotiate and finalize the details of  
21 the County's provision of facilities for use by the Fulton County Board of Health  
22 consistent with State law, and the temporary provision of Information Technology  
23 equipment and services after July 1, 2021, within the parameters of the Amended

1 Services IGA at Exhibit A hereto, and the Chairman of the Board of  
2 Commissioners is hereby authorized to execute the final version of the  
3 associated Agreements once the same are finalized.

4 **BE IT FURTHER RESOLVED**, that the Board of Commissioners hereby  
5 authorizes the County Manager and Chief Human Resources Officer to  
6 implement a RIF effective June 30, 2021, in accordance with this Resolution and  
7 without the necessity of engaging in placement efforts for all impacted  
8 employees, since the Fulton County Board of Health will accept all employees in  
9 comparable state positions.

10 **BE IT FURTHER RESOLVED**, that beginning on July 1, 2021, the County  
11 Finance Department shall remit to the Fulton County Board of Health an equal  
12 monthly allocation of the budgeted funds allocated by the Board of  
13 Commissioners to support public health activities through the Fulton County  
14 Board of Health; provided that this method of funding allocation will be reviewed  
15 during the County's annual budget process, and such funds will be used for usual  
16 public health activities funded by the County, and will not be utilized to build the  
17 fund balance or to fund incremental capital and/or operating costs associated  
18 with establishing the Fulton County Board of Health administrative functions after  
19 separation from the County; and

20 **BE IT FURTHER RESOLVED**, that Fulton County shall place into the  
21 annual budgets of the Fulton County Board of Health those amounts required to  
22 offset the incremental costs of the State's benefit plan for those employees who  
23 transition to state positions, in order for the Fulton County Board of Health to

1 ensure employee salaries are maintained at the current level, at an amount not to  
2 exceed Two Million (\$2,000,000.00) dollars; and

3 **BE IT FURTHER RESOLVED**, that the Chief Financial Officer shall work  
4 with the District Health Director of the Fulton County Board of Health and her  
5 designees to phase out Fulton County's budget close-out responsibilities for the  
6 Fulton County Board of Health, and shall ensure financial files and documents  
7 are held for the appropriate time for audit purposes and are provided to the  
8 Board of Health auditor for prior year single audits in accordance with Generally  
9 Accepted Accounting Principles (GAAP).

10 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective  
11 upon its adoption, and that all resolutions and parts of resolutions in conflict with  
12 this Resolution are hereby repealed to the extent of the conflict.

13 **SO PASSED AND ADOPTED**, this 16<sup>th</sup> day of December, 2020.

14 **FULTON COUNTY BOARD OF**  
15 **COMMISSIONERS**

16 **SPONSORED BY:**

22 Chairman Robert L. Pitts

25 **ATTEST:**

26 **APPROVED AS TO FORM:**

30 Tonya R. Grier  
31 Clerk to the Commission

30 Patrise Perkins-Hooker  
31 County Attorney

**FIRST AMENDMENT TO THE  
INTERGOVERNMENTAL AGREEMENT  
FOR THE PROVISION OF  
SERVICES  
BETWEEN  
FULTON COUNTY, GEORGIA and  
THE FULTON COUNTY BOARD OF HEALTH**

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**THIS FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT** ("Amendment" or "Agreement"), by and between **Fulton County, Georgia** ("County"), a political subdivision of the State of Georgia and the **Fulton County Board of Health** ("BOH"), an agency created pursuant to state law, is entered into and effective this \_\_\_\_ day of December, and fully rescinds and replaces the prior Intergovernmental Agreement and Service Level Agreement, with an effective date of June 30, 2017, in its entirety.

**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 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 separate agency that is now 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 authorizes 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 entered into a formal Intergovernmental Agreement on April 12, 2017, effective June 30, 2017, (the "IGA") wherein the County has provided a broad range of services, including but not limited to financial assistance, and related operational support services and functions for, and to, the BOH; and

**WHEREAS**, on December 16, 2020, the Board of Commissioners passed a Resolution, enabling the complete separation of the Board of Health from the County and providing certain ongoing support for personnel, information technology services, facilities, and legal services; and

**WHEREAS**, for purposes of this Amendment, 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 governmental entity; and

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

**WHEREAS**, it is the intent of the parties for this Amendment 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 Amendment is to provide for the final phase of transition for the Fulton County Board of Health consistent with H.B. 885 (Laws 201, Act 467, § 1, effective April 27, 2016) of the 2016 Georgia General Assembly.

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 Amendment, 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 Amendment, 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 Amendment, and has taken all necessary

action to authorize the execution, delivery and performance of this Amendment; (ii) this Amendment 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 Amendment, 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 Amendment 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 2011, Act 47, § 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 Amendment or of any action taken by the County or the BOH under this Amendment.

2.1.2 Public Purpose. This Amendment 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 Amendment (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. 1(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 Amendment will not violate or contravene any contract, undertaking, instrument or other agreements 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 Amendment 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 the 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 Amendment 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 Amendment (the "Term") shall commence on the Effective Date hereof and this shall remain in full force and effect for through June 30, 2023, unless terminated earlier pursuant to provisions of this Amendment. Nothing herein shall be construed to prevent the parties from agreeing to extend the term of the Amendment.

3.2 Termination. Either party may terminate this Agreement with six months prior notice to the other party.

## **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 Amendment, 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 Amendment. 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 Amendment. 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 Amendment, the parties agree that the remedies at law available to enforce this Amendment would in all likelihood be inadequate and, therefore, the provisions of this Amendment 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 Amendment.

4.3 Should any dispute arise under or about this Amendment (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 Amendment may not be terminated unless both parties agree, and the parties' sole and exclusive relief and remedy (absent mutual Amendment to terminate, modify, or amend the Amendment) for any dispute arising under this Amendment or for any breach of any term, provision, or covenant hereof shall be the enforcement of the provisions and terms of this Amendment 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 Amendment, the non-breaching party, prior to seeking any judicial, administrative, or other formal enforcement of the provisions and terms of this Amendment 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 thirty (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 be disbursed to the BOH under this Amendment 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. The BOH shall submit a detailed 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 or to use these alternative funds for the purpose of creating an unrestricted fund balance or reserve.

## **ARTICLE 6**

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

#### **6.1 Personnel and Human Resources Services:**

6.1.1 From the effective date of this Amendment through June 30, 2021, Fulton County shall continue to provide County employees and related Human Resource and other functions to the Fulton County Board of Health pursuant to the terms of the original IGA or the previously transitioned service provisions, until such a time as the transition of each provision is achieved, which shall be on or before June 30, 2021.

6.1.2 As of the effective date of this Amendment, Fulton County will cease to advertise, recruit, or otherwise attempt to fill any vacant county position assigned to the BOH.

6.1.3 The BOH and County executive leadership teams will work cooperatively to institute a Reduction in Force of County employees assigned to the BOH effective June 30, 2021, and to offer the opportunity for all such employees to transition to state jobs with similar titles and functions as of July 1, 2021.

6.1.4 As of June 30, 2021, the County shall cease to provide Human Resources services to the BOH, and the BOH shall assume full responsibility for the provision of those personnel on its own behalf.

6.1.5 Beginning July 1, 2021, the County shall include in the budget of the BOH those amounts required to offset incremental costs of the State's benefit plan for those employees who transition to state BOH positions, at an amount not to exceed \$2,000,000.00 (Two Million Dollars) annually.

6.1.6 The County agrees to include these offset funds on an annual basis to the BOH during its usual budgetary process, for so long as the BOH employs personnel who transition from the County to the state BOH positions.

6.2 Budget and Funding:

6.2.1 From the effective date of this Amendment through June 30, 2021, Fulton County shall continue to provide Budget and Funding services to the BOH pursuant to the terms of the original IGA or the previously transitioned service provisions, until such a time as the transition of each provision is achieved, which shall be on or before June 30, 2021.

6.2.2 Effective July 1, 2021, 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 including funding in excess of the statutory minimum contribution. The monies allocated to the BOH shall be funded from the General Fund.

6.2.4 Effective July 1, 2021, the County will provide Information Technology, Facilities, and Legal services as described in this Amendment in further detail, with the costs of these central services to be charged to the BOH based on a negotiated rate mutually agreed upon by both parties.

6.3 County Facilities and Department of Real Estate and Asset Management Services:

6.3.1 From the effective date of this Amendment through June 30, 2021, Fulton County shall continue to provide Facilities and Asset Management services to the BOH pursuant to the terms of the original IGA or the previously transitioned service provisions, until such a time as the transition of each provision is achieved, which shall be on or before June 30, 2021.

6.3.2 Effective July 1, 2021, the County shall provide office and clinic facilities and facility related equipment to the BOH that are necessary for the BOH's operations, without charge, pursuant to its obligations to do so under state law.

6.3.3 The BOH shall enter into occupancy agreements with the County for each facility provided in order to memorialize the properties and portions of properties that may be occupied by the BOH, and the parties' responsibilities for the maintenance, operation, and use of each facility.

6.3.4 The County shall maintain in good working condition for the benefit of the BOH, all facilities provided to house the BOH's operations that are necessary and proper for BOH to perform the services, duties and responsibilities described in this Amendment.

**6.4 Procurement and Contract Administration:**

6.4.1 From the effective date of this Amendment through June 30, 2021, Fulton County shall continue to provide Procurement and Contract services to the BOH pursuant to the terms of the original IGA or the previously transitioned service provisions, until such a time as the transition of each provision is achieved, which shall be on or before June 30, 2021.

6.4.2 On or before July 1, 2021, Fulton County shall cease providing procurement services to the BOH.

**6.5 Information Technology Services:**

6.5.1 From the effective date of this Amendment through June 30, 2021, the Fulton County Information Technology Department "FCIT" shall continue to provide Information Technology services to the BOH pursuant to the terms of the original IGA or the previously transitioned service provisions, until such a time as the transition of each provision is achieved, which shall be on or before June 30, 2021.

6.5.2 Beginning on July 1, 2021, FCIT will provide information technology functions and transition support for the BOH for up to two (2) years, or until such time as the BOH completes its transition of IT equipment, data, applications, and other systems, whichever comes first. The Parties shall negotiate the parameters and cost for these services prior to July 1, 2021. Nothing herein shall prevent the County from assigning or transferring any domain name or website to the BOH when requested.

6.5.3 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 Amendment will not infringe or violate any intellectual property rights or ether right of any third party.

6.5.4 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 Amendment 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.

6.5.5 Where permissible, the County agrees to 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.

6.5.6 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, and agree to enter into and maintain an appropriate Business Associate Amendment to govern the County's interactions with and responsibilities for the confidentiality of Protected Health Information and other confidential data.

**6.6 Finance**

6.6.1 From the effective date of this Amendment through June 30, 2021, the County shall continue to provide Financial services to the BOH pursuant to the terms of the original IGA or the previously transitioned service provisions, until such a time as the transition of each provision is achieved, which shall be on or before June 30, 2021.

6.6.2 As of July 1, 2021, the County will cease to be the fiscal agent for the BOH, and will cease to provide all other services.

6.6.3 Beginning July 1, 2021, the County will provide the BOH with an equal 1/12 monthly allocation of the annual funds budgeted for the BOH; provided however, that County appropriated funds cannot be used for building the fund balance for the BOH or to fund incremental capital and/or operating costs associated with establishing the Fulton County Board of Health administrative functions after separation from the County. The County reserves the right to review the allocation amount annually and to make adjustments if approved by the Board of Commissioners.

**6.7 Legal Services**

Legal services for the BOH may be provided by the Fulton County Attorney from time-to-time as requested by the BOH. If the BOH requests a specially assigned attorney, or a conflict attorney who is not in the Office of the County Attorney, the BOH shall be responsible for all of the salary and benefit costs required for this position.

**6.8 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, and track

funds provided by the County in a separate fund. The BOH shall at all times during the term of this Agreement and for a reasonable period after completion of this Agreement, maintain such records, together with such supporting or underlying documents and materials.

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**

### **RECORD KEEPING**

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 maintain records for the length of time reflected in the State of Georgia's minimum record retention requirements.

## **ARTICLE 8**

### **MODIFICATIONS/ AMENDMENTS**

This Amendment 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 South, 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 Amendment, unless approved by the governing authorities of each party.

**ARTICLE 11**

**MISCELLANEOUS**

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

11.2 Severability. The provisions of this Amendment 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 Amendment.

11.3 Entire Amendment. This Amendment constitutes the entire Amendment between the parties regarding the rights and obligations discussed herein, and it is expressly understood and agreed that the Amendment 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.

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

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

11.6 Waiver. Failure of any party to pursue any remedy pursuant to the terms of this Amendment 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.

**11.7 Drafting of Amendment.** This Amendment 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 Amendment 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 Amendment by any other party.

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

**11.9 No Third-Party Beneficiaries.** This Amendment 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 Amendment or otherwise entitled to enforce the terms of this Amendment for any reason whatsoever.

**11.10 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.

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

**FULTON COUNTY, GEORGIA**

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Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

ATTEST:

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Tonya R. Grier  
Clerk to the Commission

**FULTON COUNTY BOARD OF  
HEALTH**

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Lynn A. Paxton, M.D., M.P.H.  
Chief Executive Officer

APPROVED AS TO FORM:

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Jenny R. Culler  
Senior Assistant County Attorney

APPROVED AS TO FORM:

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Patrise Perkins-Hooker  
County Attorney

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# FULTON COUNTY GOVERNMENT

## Board of Health Transition Discussion



# PUBLIC BENEFITS

# 20-0622

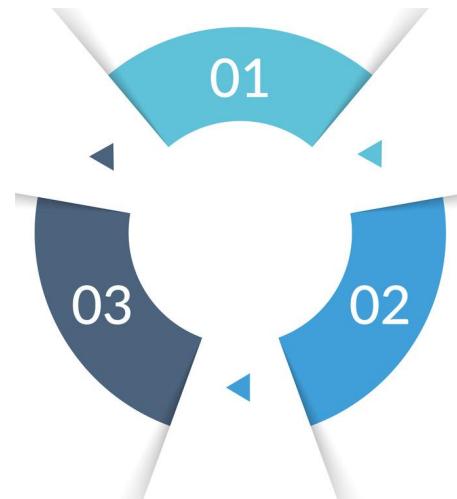
|Packet Page -316-

- Service Delivery
  - Strengthen synergy with the State DPH on pandemic and other public health responses
  - Flexibility to reassign employees to duties targeted for the upcoming vaccination distribution effort or any other health emergency that arises
  - Improved opportunity to mobilize services directly to the community
- Revenue Generation
  - Ability to manage and adjust employee responsibilities and schedules to optimize revenue opportunities (funds reinvested in public health services)
- Operational Efficiency
  - Single and consistent employee management and compensation system
  - Autonomy and flexibility in financial management
  - Improved ability to timely expend grant funds

# EMPLOYEE IMPACT

- Primary steps in place to protect employees

**Board of Health agrees to accept  
ALL current, full + part time  
employees to become employees  
of the BOH**



Transition is timed so  
there is **no break in  
service/employment**

**Employees will transfer to the  
BOH at current rates of pay  
and with comparable benefits**

# BUDGET IMPACT

# 20-0622

- Because the fringe benefit rate of the State system costs more than the fringe benefit structure for the County, there is a 20% difference in the cost per employee being transferred
- The 20% difference in the fringe rate results in an annual cost of approximately \$2M to “keep employees whole” as they transfer into equivalent positions at the Board of Health
- We propose that the County provide to the Board of Health the \$2M in funding necessary to “keep the employees whole”
- This amount would be a recurring County expense until such time as the impacted employee either retires or otherwise ceases employment with the Board of Health

# TRANSITION PLANNING

- **TEAM** - Transition planning will be managed within the Strategy and Performance Management Office under the following structure:

Steering Committee	Executive Planning Leads	Working Group
County Manager; County Attorney; District Health Director; COO; CFO	CIO; Finance Director; CHRO; Purchasing Director; DREAM Director	SPMO & line management reps from BOH and County in: HR; Facilities; Finance; IT; Purchasing

- **TOOL** - Achieveit: County's enterprise project management software
- **CADENCE** - Weekly working group meetings with escalation to and oversight by Executive Planning Leads. Steering Committee meets for monthly progress and as needed at decision points.

# COMMUNICATION PLAN

# 20-0622



1. Upon BOC approval: Immediate Executive-lead employee town hall
2. Employee FAQ: Already developed
3. Monthly employee update meetings
4. One-on-one HR and Finance conferences, as requested with employees