

**LOCUMS TENENS STAFFING AGREEMENT**  
**BETWEEN FULTON COUNTY AND FORENSIC PATHOLOGY**  
**STAFFING**

THIS AGREEMENT, entered into this 17<sup>th</sup> day of November, 2021, by and between FULTON COUNTY (hereinafter “County”) a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and **Forensic Pathology Staffing** (hereinafter “FPS”).

**ARTICLE I - STAFFING SERVICES**

Paragraph 1.0. The County retains FPS, and FPS accepts retention by the County to render the services as hereinafter defined and required to perform such services solely in the manner and to the extent required by the parties herein, and as may be hereafter amended or extended in writing by mutual agreement of the parties.

Paragraph 1.1. The County acknowledges that it will engage FPS to render the services defined and required herein.

**ARTICLE II - SCOPE OF DUTIES**

Paragraph 2.0. Upon execution of the Agreement, FPS will work to source one or more Board Certified Forensic Pathologists that are Independent Contractors of FPS (Locums Tenens) to provide part-time or intermittent forensic autopsy services for the Fulton County Medical Examiner’s Office (hereinafter, “FCME”) on an as needed basis to address unanticipated, critical staffing shortages, peak workloads, unexpected emergencies, vacation coverage or service needs that are sporadic or unpredictable in nature. Services to be performed specifically by FPS Locums Tenens:

- **four (4) autopsies maximum** (fewer at the discretion of the Chief Medical Examiner or designee based on case complexity
- and*
- **two (2) external exams maximum** (fewer at the discretion of the Chief Medical Examiner or designee based on autopsy case load and complexity

County acknowledges that FPS makes no guarantee regarding source results based on past or present successes with other clients. County reserves the right to reject any candidate presented by FPS for any reason.

FPS is obligated to perform credential verifications on each candidate referred to FCME to include board certifications and licenses to practice medicine in the state of Georgia prior to presenting candidate for interview.

Paragraph 2.1. The dates when FPS Locums Tenens are obligated to provide the services described in Paragraph 2.0 shall be agreed upon by both parties in writing thirty (30) calendar days in advance of said services being rendered.

Paragraph 2.2. All autopsy reports created following the performance of autopsy services on homicide victims by FPS Locums Tenens shall be attested to by the Chief Medical Examiner or his/her designee.

Paragraph 2.3. The Chief Medical Examiner or his/her designee shall appear on behalf of FPS Locums Tenens at any court proceedings, including, but not limited to, depositions, grand juries, trials, criminal proceedings, etc.

### **ARTICLE III - COMPENSATION FOR SERVICES**

Paragraph 3.0. FPS agrees to provide Locums Tenens services at the rate of **\$3,000** per day to be paid by Fulton County.

Paragraph 3.1. FPS agrees to be paid as a vendor within thirty (30) calendar days of the receipt of FPS's invoice(s) and not as an employee through employee payroll. As such, FPS shall provide the County with a Taxpayer I.D. and invoice the County for the services performed as a condition of payment on a monthly basis, as more specifically described in Paragraphs 3.2 and 3.3.

Paragraph 3.2. All work performed by, and all invoices submitted by FPS must receive the written approval of County's designee (FCME Executive Assistant), who shall be responsible for evaluating all work performed by FPS before approval of work and/or payment of invoices is

permitted.

Paragraph 3.3. Invoices under this Agreement shall be submitted to the following address:

Fulton County Medical Examiner's Office  
Attn: Accounts Payable  
430 Pryor Street  
Atlanta, GA 30312

Paragraph 3.4. Transition from Independent Contractor to County Direct Hire: In the event that County and an Independent Contracted Pathologist presented by FPS before rendering services, during rendering of services, or within 6 months of the last services rendered, desire to contract directly, County agrees to pay a one-time recruitment fee of **\$25,000** to FPS.

#### **ARTICLE IV - TERMINATION**

Paragraph 4.0. In the event that County determines it no longer requires or desires the services of FPS, the County may terminate this agreement by giving thirty (30) calendar days prior notice in writing (by hand delivery or posting in U.S. Mail) to FPS. No cause is necessary for termination.

Paragraph 4.1. If through any cause, FPS shall fail to fulfill his/her obligations under this contract in a timely and proper manner; or in the event that any of the provisions or stipulations of this agreement are violated by FPS; or there is misconduct on the part of FPS, which reflects upon the good order and services of the County, the County shall there upon have the right to immediately suspend or terminate this agreement by serving written notice upon FPS of County's intent to suspend or terminate the contract. If the contract is terminated by the County, FPS will be compensated for the work satisfactorily performed up to the termination date.

Paragraph 4.2. In the event that FPS determines it is no longer in his/her best interest to continue his/her contractual agreement with the County, FPS may likewise terminate this agreement by giving thirty (30) calendar days notice in writing (by hand delivery or posting in U.S. Mail) to the County stating the reasons for such termination.

## ARTICLE V - FPS STATUS

Paragraph 5.0. Nothing contained herein shall be deemed to create any relationship other than that of vendor between the County and FPS. FPS Locums Tenens in Fulton County do not accrue sick or vacation leave nor accrue other rights and benefits accorded to full-time County employees. Under no circumstances shall FPS, its employees, associates or agents be deemed employees, agents, partners, successors, assigns or legal representatives of the County.

Paragraph 5.1. The County shall not pay Contractor for any overtime premiums, meals, or other miscellaneous expenses, except as agreed upon by the parties in Paragraph 5.2.

Paragraph 5.2. The County shall pay a per diem for a round trip flight, mileage, gas, car rentals and hotel accommodations for the scheduled days that FPS travels from his permanent residence to the FCME to perform the contracted for services. The cost of all flights, car rentals and hotel accommodations must be approved in advance of them being booked by the FCME.

Paragraph 5.3. The County will issue to FPS a Form 1099 for the services performed as a vendor.

Paragraph 5.4. FPS acknowledges that this relationship is not a joint venture and that the parties do not have any shared business interest other than FPS successfully completing the contracted services.

Paragraph 5.5. FPS acknowledges that its Locums Tenens shall have no right of redress pursuant to the Fulton County Personnel Rules and Policies or other policies and procedures applicable to County employees.

Paragraph 5.6. FPS acknowledges that its Locums Tenens shall have no right to accrue sick or vacation leave or to accrue other rights and employee benefits, including but not limited to, pension, worker's compensation coverage or health coverage. Nor will the County pay for any professional licenses required by FPS Locums Tenens to perform the services.

Paragraph 5.7. FPS agrees that its Locums Tenens are responsible for his/her own income

tax withholding and Social Security self-employment taxes.

Paragraph 5.8. FPS Locums Tenens can, but is not required to, procure professional liability insurance during the period of time Contractor is affiliated with the County. The County shall pay the cost of any professional liability insurance which FPS Locums Tenens obtains solely for the work that the FPS Locums Tenens perform for the County. Receipt of proof of the premium costs to FPS Locums Tenens must be provided to the County within 30 days of receipt by FPS, and said premium costs must be deemed reasonable before County will agree to pay said costs. FPS Locums Tenens, however, shall remain solely responsible for any excess coverage.

Paragraph 5.9. FPS agrees that Locums Tenens placement with FCME is subject to, but not limited to, the Locums Tenens being licensed and in good-standing with the State of Georgia to engage in the practice of medicine.

Paragraph 5.10. FPS and its Locums Tenens agree at all times to fulfill their professional duties and to protect the County's privileged and confidential information along with the privileged and confidential information of any person he/she is retained to render services for under this Contract.

Paragraph 5.11. FPS Locums Tenens will return all County documents, including all copies of any documents coming under his/her possession during performance of the Contract, when the Contract is complete or if terminated.

Paragraph 5.12. FPS and its Locums Tenens shall not hold himself or herself out to any party as an employee of Fulton County.

#### **ARTICLE VI - TERM OF CONTRACT**

Paragraph 6.0. The term of the Contract shall begin **January 1, 2022** and shall remain in force and effect until **December 31, 2022**, unless earlier terminated under the terms and conditions of this

Contract. If funds are not allocated by the Fulton County Board of Commissioners, this Contract will terminate upon the expiration of the then existing term.

Paragraph 6.1. Before the end of the Contract term, at the written option of the Fulton County Board of Commissioners, this agreement may be renewed for two one-year terms (“Renewal Terms”). However, no Renewal Term shall be authorized nor shall any Renewal Term of this Contract commence unless and until each Renewal Term has first been approved by the Fulton County Board of Commissioners. Said Renewal Term shall begin on January 1<sup>st</sup> and end on December 31<sup>st</sup>.

#### **ARTICLE VII - INDEMNIFICATION**

Paragraph 7.0. FPS hereby agrees to release, indemnify, defend and hold harmless the County, its Commissioners, officers, employees, subcontractors, 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 judgments, settlements, court costs, attorney’s fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by FPS or otherwise in connection with his/her acceptance, or the performance, or nonperformance, of his/her obligations under this Contract. FPS further agrees to release, indemnify, defend and hold harmless the County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from liability of any nature or kind based upon FPS’s knowing use of any copyrighted or non-copyrighted composition, process, patented or unpatented invention, article or appliance furnished or used in the performance of the Independent Contract, for which FPS is not the assignee or licensee.

Paragraph 7.1. FPS further agrees to release, indemnify, defend and hold harmless the County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from any injury (including death), loss, claim, demand, liability or damage sustained by FPS. FPS further

agrees to provide County with proof that FPS is identified as an insured in a professional/public liability insurance policy, if FPS so chooses to procure a policy, as outlined above in Paragraph 5.6, and shall expressly indemnify and hold harmless the County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from any claims, demands, actions and causes of actions arising from any act of FPS.

#### **ARTICLE VIII - VARIATIONS OR MODIFICATIONS TO CONTRACT**

Paragraph 8.0. This Contract constitutes the entire Contract between the County and FPS, and there are no further written or oral agreements with respect thereto. No variation or modifications of this Contract, and no waiver of its provisions, shall be valid unless in writing and signed by the County and FPS.

#### **ARTICLE IX - SEVERABILITY OF TERMS**

Paragraph 9.0. If any part or provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby and shall continue in full force and effect.

#### **ARTICLE X - CAPTIONS**

Paragraph 10.0. The captions are inserted herein only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Contract or the intent of the provisions thereof.

#### **ARTICLE XI - GOVERNING LAW**

Paragraph 11.0. This Contract shall be governed in all respects, as to validity, construction, capacity, performance or otherwise, by the laws of the State of Georgia.

#### **ARTICLE XII - COUNTY'S RIGHT OF INSPECTION**

Paragraph 12.0. County shall have the right, at its sole discretion, to inspect and review the services provided by the FPS hereunder to determine their acceptability. County shall also have the right to review all of the FPS's records pertaining to this Agreement and FPS agrees to properly maintain his/her records so as to allow the County to audit his/her fees, standards, and services. FPS

shall make such records available to County officials within seventy-two (72) hours written notice.

### **ARTICLE XIII - COOPERATION BY CONTRACTOR WITH COUNTY**

Paragraph 13.0. FPS shall maintain regular communications with the County and the FCME, and their administrative staff, and shall actively cooperate in all matters pertaining to this Agreement including, without limitation, assisting the County in investigating and responding to any and all complaints, inspections, or investigations, arising in connection with the FPS's provision of services under this Agreement.

### **ARTICLE XIV - COMPLIANCE WITH APPLICABLE LAWS**

Paragraph 14.0. FPS shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, regulations and professional codes of responsibilities relating to the provision of the services contracted to be provided by the FPS hereunder or which in any manner affect this Agreement.

### **ARTICLE XV - NO CONFLICT**

Paragraph 15.0. FPS represents and warrants that he/she presently has no interest, direct or indirect and covenants and agrees that he/she will not, during the term of this Agreement, acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of his/her duties and obligations hereunder. However, nothing herein shall be construed as limiting or preventing FPS for performing services for other persons or entities, to include private clients, or engaging in other employment opportunities, or business ventures, to include employment with the Delaware County Medical Examiner's Office, so long as they do not conflict with this Agreement, except as agreed upon by the parties in Paragraph 15.1. FPS further covenants and agrees to comply fully with the provisions of the Official Code of Georgia (O.C.G.A. § 45-10-20 *et seq.*) and the provisions of the Fulton County Code of Ethics (Section 23-9-1 *et seq.*), governing conflicts of interest of persons doing business with the County, as such provisions now exist or may be amended hereafter. FPS represents and warrants that such provisions are not and will not be violated by this



Agreement or the FPS's performance hereunder

Paragraph 15.1. If a conflict does arise between FPS's employment at the Delaware County Medical Examiner's Office and the performance of his/her duties and obligations as described herein, FPS's employment obligations to Delaware County Medical Examiner's Office shall supersede FPS's provision of services as outlined in this Agreement.

**ARTICLE XVI - NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY**

Paragraph 16.0. During the performance of this contract, the FPS agrees as follows:

1. The FPS shall not discriminate against any employee, or applicant for employment, because of race, religion, color, sex, or national origin. As used herein, the words "shall not discriminate" should mean and include, without limitation, the following:

i. Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

ii. The FPS agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the nondiscrimination clause.

2. FPS shall in all solicitation or advertisement for employees, placed by or on behalf of the FPS, state that all qualified applicants will receive consideration for the employment without regard to race, religion, color, sex, or national origin.

3. FPS and his/her sub FPSs, if any, shall file compliance reports at reasonable times and intervals with the county in the form and to the extent prescribed by the Chief Medical Examiner. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs, and statistics of the FPS and his subcontractors.

4. FPS shall include the provisions of this paragraph in its entirety in every subcontract or purchase order so that such provisions will be binding upon each subcontractor.

IN WITNESS THEREOF, the parties hereto have set their hands and seals this

\_\_\_\_\_ day of \_\_\_\_\_, 2021.

FULTON COUNTY, GEORGIA

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

**Robert L. Pitts,**  
**Chairman**  
**Board of Commissioners**  
141 Pryor Street, S.W.  
Atlanta, Georgia 30303

ATTEST:

\_\_\_\_\_  
Tonya R. Grier  
Clerk to the Commission

By: *H. Giovanni Trilleras*

**Hector G. Trilleras, Owner**  
**Forensic Pathology Staffing**

APPROVED AS TO FORM:

\_\_\_\_\_  
Legal Department

CONTRACTING DEPARTMENT

By: *Karen E. Sullivan, MD*

**Karen E. Sullivan, M.D.**  
**Chief Medical Examiner**  
**Office of the Fulton County Medical**  
**Examiner**