

**Agreement For Use of Medical Examiner Premises  
Between  
Fulton County  
And  
Grady Memorial Hospital Corporation**

This Agreement is made and entered into this 16th day of March, 2016, between Fulton County, a political subdivision of the State of Georgia (hereinafter "County"), and the Grady Memorial Hospital Corporation d/b/a Grady Health System, a Georgia non-profit corporation. The effective date of this Agreement shall be \_\_\_\_\_, 2016 (the "Effective Date").

**WITNESSETH:**

**WHEREAS**, the facility where Grady Memorial Hospital Corporation d/b/a Grady Health System ("Grady") performs its autopsies is engaged in construction projects which require Grady employees and medical staff members to secure an alternative site to perform autopsies for approximately six (6) months or less; and

**WHEREAS**, the County has agreed to permit Grady employees and medical staff members to use the premises known as the Fulton County Medical Examiner's Center ("FCMEC") to perform autopsies in conjunction with their duties as Grady employees or medical staff members.

**NOW THEREFORE, IN CONSIDERATION OF THOSE PREMISES AND OF THE MUTUAL COVENANTS AND CONDITIONS SET FORTH AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:**

**ARTICLE 1. DUTIES, OBLIGATIONS, AND PERFORMANCE OF GRADY**

**1.1** County hereby contracts with Grady to allow Grady employees and medical staff members use of the Dillon Special Services Building located within the FCMEC for the purpose of performing autopsies. Said use shall be limited to the time period set forth in this agreement.

**1.2** Grady shall advise the Deputy Director of the Fulton County Medical Examiner's Office each time prior to its employees and/or medical staff members' use of the Fulton County Medical Examiner's Center. Said use shall only be during the normal business hours of the Fulton County Medical Examiner's Office: Sunday through Saturday, 8:30 am to 5 pm EST.

**1.3** Grady employees and medical staff members agree to maintain and return the Fulton County Medical Examiner's Office facilities in the same condition in which they are received by them.

**1.4** Grady employees and medical staff members will provide and use their own equipment during their term of use of the Fulton County Medical Examiner's Office facilities.

**1.5** Grady acknowledges that its employees and medical staff members' permission to enter the FCMEC and perform autopsies is granted in conjunction with said employees and medical staff members' employment or affiliation with Grady Health System and at the request of Grady and may result in exposure to known and unknown hazardous materials, infectious diseases and toxic substances, physical injury and other dangers. Grady hereby waives any specific notice of the existence of risks and dangers associated with the performance of autopsies.

## **ARTICLE 2. RESPONSIBILITIES OF COUNTY**

**2.1** County shall provide the physical space for the performance of the autopsies contemplated hereunder and shall be responsible for the utilities furnished to the space. The facility utilized by the Grady employees and medical staff members shall be the Dillon Special Services Building. County has no other responsibility regarding the space, as it shall be Grady's responsibility to maintain the cleanliness of the space after each use.

**2.2** County shall not insure any Grady employee or medical staff member. County also shall not provide workers' compensation to any Grady employee or medical staff member. Grady agrees to maintain a commercial general liability and professional liability policy with a self-insured retention of \$5 million before the first layer of coverage. Grady further agrees to maintain worker's compensation coverage for its employees and medical staff members in accordance with State requirements. Grady will provide evidence of such insurance to the County at the County's request.

**2.3** Grady agrees to indemnify and hold the County, its directors, officers, agents, and employees, harmless from and against any and all claims, lawsuits, judgments, losses, civil penalties or actions, costs, liabilities, damages, and expenses arising or alleged to have arisen from any act or omission of its employees in the performance of their duties as Grady employees or medical staff members while working at the FCMEC.

## **ARTICLE 3. TERM AND TERMINATION**

**3.1** The term of this Agreement shall be no more than six (6) months from the Effective Date set forth above.

**3.2** Grady may terminate this agreement prior to the conclusion of the six (6) month term.

**3.3** Should (i) a court of competent jurisdiction rule that any provision of this Agreement violates any state or federal law, rule, or regulation; or (ii) counsel for both parties mutually determine that a ruling from a court of competent jurisdiction would adversely affect any provision of this Agreement, the parties agree to renegotiate such affected provisions for ten (10) days in order to affect compliance with any such ruling. In the event the parties cannot reach a mutually agreeable resolution after ten (10) days, this Agreement will terminate automatically.

#### **ARTICLE 4. GENERAL PROVISIONS**

**4.1** Grady acknowledges that nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between its employees or medical staff members and the County. Under no circumstance shall any Grady employee or medical staff member be deemed an employee, agent, partner, successor, assign, or legal representative of Fulton County or the Fulton County Medical Examiner's Office. At all times during the performance hereunder, Grady employees and/or medical staff members shall be considered as independent contractors and shall not become or be deemed to be an agent, servant, or employee of the County or the Fulton County Medical Examiner's Office, but at all times, shall be a Grady employee or medical staff member. If at any time a Grady employee or medical staff member ceases to be employed at Grady, then that individual's authorization to enter the FCMEC and perform autopsies shall be revoked.

**4.2** This Agreement may not be assigned by either party without the express prior written consent of the other party.

**4.3** This Agreement and each provision hereof shall be construed under and governed by the laws of the State of Georgia without regard to choice of law or principles.

**4.4** The provisions of this Agreement are severable. 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 the remainder of Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law unless to do so would defeat the purpose of this Agreement.

**4.5** This Agreement constitutes the entire integrated 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 writing executed by

each party or an authorized representative of each party affected by any such modification.

4.6 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.

4.7 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 noncompliance 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 noncompliance on the part of the other party. Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified and good faith immunity.


4.8 It is hereby stipulated and agreed between Grady and the County 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 employees.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

Attest:   
Name: Mark Massey  
Title: Clerk, Fulton County Board  
Of Commissioners



FULTON COUNTY, GEORGIA

By:   
Name: \_\_\_\_\_  
Title: Chairman, Fulton County Board  
Of Commissioners

APPROVED AS TO FORM:


AS TO CONTENT:

Office of the Fulton County Attorney

By:   
Name: Ashley Palmer  
Title: Staff Attorney

By:   
Name: John M. Cross  
Title: Deputy Director, Fulton County  
Medical Examiner's Office

Grady Memorial Hospital Corporation  
d/b/a Grady Health System®.

By:   
Name: Rhonda A Scott  
Title: Chief Operating Officer