

**INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN FULTON COUNTY AND STACEY DESAMOURS**

THIS INDEPENDENT CONTRACTOR AGREEMENT, entered into this **17 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 **Stacey Desamours, MD** (hereinafter “Independent Contractor”).

ARTICLE I - INDEPENDENT CONTRACTOR SERVICES

Paragraph 1.0. The County retains Independent Contractor, and the Independent Contractor 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 **Stacey Desamours, MD** as an Independent Contractor to render the services defined and required herein.

ARTICLE II - SCOPE OF DUTIES

Paragraph 2.0. Upon execution of the Agreement, Independent Contractor is obligated to provide the following services for Fulton County: part-time or intermittent forensic autopsy services for the Fulton County Medical Examiner’s Office (hereinafter, “FCME”) as per the established and agreed upon schedule with the Chief Medical Examiner, to address unanticipated, critical staffing shortages, peak workloads, unexpected emergencies, vacation coverage or service needs that are sporadic or unpredictable in nature.

ARTICLE III - COMPENSATION FOR SERVICES

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

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Paragraph 3.1. Independent Contractor agrees to be paid as a vendor within thirty (30) calendar days of the receipt of Independent Contractor's invoice(s) and not as an employee through employee payroll. As such, Independent Contractor shall provide the County with his/her 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 Independent Contractor must receive the written approval of County's designee (FCME Executive Assistant), who shall be responsible for evaluating all work performed by Independent Contractor 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

ARTICLE IV - TERMINATION

Paragraph 4.0. In the event that County determines it no longer requires or desires the services of Independent Contractor, 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 Independent Contractor. No cause is necessary for termination.

Paragraph 4.1. If through any cause, Independent Contractor 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 Independent Contractor; or there is misconduct on the part of Independent Contractor, 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 Independent Contractor of County's intent to suspend or terminate the contract. If the contract is terminated by the County, Independent Contractor will be compensated for the work satisfactorily performed up to the termination date.

Paragraph 4.2. In the event that Independent Contractor determines it is no longer in his/her best interest to continue his/her contractual agreement with the County, Independent Contractor 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 - INDEPENDENT CONTRACTOR STATUS

Paragraph 5.0. Nothing contained herein shall be deemed to create any relationship other than that of an Independent Contractor between the County and **Stacey Desamours, MD**.

Independent Contractors 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 the Independent Contractor, his/her 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, lodging, per diem, or miscellaneous expenses, etc.

Paragraph 5.2. The County will issue to Independent Contractor a Form 1099 for the Services performed as an Independent Contractor.

Paragraph 5.3. Independent Contractor acknowledges that this relationship is not a joint venture and that the parties do not have any shared business interest other than the Independent Contractor successfully completing the contracted for Services.

Paragraph 5.4. Independent Contractor acknowledges that he/she 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 5.5. Independent Contractor acknowledges that he/she 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 the Independent Contractor to perform the Services.

Paragraph 5.6. Independent Contractor agrees that he/she is responsible for his own income tax withholding and Social Security self-employment taxes.

Paragraph 5.7. Independent Contractor 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 the Independent Contractor obtains solely for the work that the Independent Contractor performs for the County. Receipt of proof of the premium costs to Independent Contractor must be provided to the County within 30 days of receipt by Independent Contractor, and said premium costs must be deemed reasonable before County will agree to pay said costs. Independent Contractor, however, shall remain solely responsible for any excess coverage.

Paragraph 5.8. Independent Contractor agrees that the Contract is subject to, but not limited to, the Independent Contractor being licensed and in good-standing with the State of Georgia to engage in the practice of medicine.

Paragraph 5.9. Independent Contractor agrees at all times to fulfill his 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 5.10. Independent Contractor 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 5.11. Independent Contractor 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 1st and end on December 31st.

ARTICLE VII - INDEMNIFICATION

Paragraph 7.0. Independent Contractor 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 Independent Contractor, his/her directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with his/her acceptance, or

the performance, or nonperformance, of his/her obligations under this Contract. Independent Contractor 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 Independent Contractors 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 Independent Contractor is not the assignee or licensee.

Paragraph 7.1. Independent Contractor 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 the Independent Contractor, his/her directors, officers, employees, subcontractors, successors, assigns or agents. Independent Contractor further agrees to provide County with proof that Independent Contractor is identified as an insured in a professional/public liability insurance policy, if Independent Contractor so chooses to procure a policy, as outlined above in Paragraph 5.6, covering Independent Contractor, his/her directors, officers, employees, subcontractors, successors, assigns and agents, 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 Independent Contractor, his/her directors, officers, employees, subcontractors, successors, assigns or agents while under the terms of this Contract.

ARTICLE VIII - VARIATIONS OR MODIFICATIONS TO CONTRACT

Paragraph 8.0. This Contract constitutes the entire Contract between the County and Independent Contractor, 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 Independent Contractor.

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 Independent Contractor hereunder to determine their acceptability. County shall also have the right to review all of the Independent Contractor's records pertaining to this Agreement and Independent Contractor agrees to properly maintain his/her records so as to allow the County to audit his/her fees, standards, and services. Independent Contractor 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. Independent Contractor 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

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Independent Contractor's provision of Services under this Agreement.

ARTICLE XIV - COMPLIANCE WITH APPLICABLE LAWS

Paragraph 14.0. Independent Contractor 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 Independent Contractor hereunder or which in any manner affect this Agreement.

ARTICLE XV - NO CONFLICT

Paragraph 15.0. Independent Contractor 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 Independent Contractor for performing Services for other persons or entities, including private clients, so long as they do not conflict with this Agreement. Independent Contractor further covenants and agrees for himself or herself, his/her agents, employees, directors and officers 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. Independent Contractor represents and warrants that such provisions are not and will not be violated by this Agreement or the Independent Contractor's performance hereunder.

ARTICLE XVI - NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY

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

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

3. Independent Contractor and his/her sub Independent Contractors, 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 Independent Contractor and his subcontractors.

4. Independent Contractor 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 17th day of

November, 2021.

FULTON COUNTY, GEORGIA

ATTEST:

County Clerk

By: _____

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

By: _____

Richard "Dick" Anderson
County Manager

INDEPENDENT CONTRACTOR

By: _____


Stacey Desamours, MD

APPROVED AS TO FORM:

Legal Department

CONTRACTING DEPARTMENT

By: _____

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