



Fulton County Board of Commissioners
Agenda Item Summary

18-0858

BOC Meeting Date

12-19-18

Requesting Agency

Medical Examiner

Commission Districts Affected

All Districts

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

Request approval of the Resolution authorizing the execution of the following contracts between Fulton County and the Emory University School of Medicine: (1) Agreement Between Emory University School of Medicine and Fulton County, Georgia Concerning the Fulton County Chief Medical Examiner's Role As Director of Forensic Pathology Training Program; (2) Agreement Concerning Affiliation for Clinical Training of Medical Students Between Emory University School of Medicine and Fulton County, Georgia; and (3) Master Affiliation Agreement Concerning Residency Training Program Between Emory University School of Medicine and Fulton County, Georgia; and that the County Attorney is authorized to make any necessary modifications to the form and substance of the agreements prior to execution by the Chairman to protect the interest of the County." This action exercises the first of two renewal options. One renewal options remains. Effective dates: January 1, 2019 through December 31, 2019

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

Contract Approval

Is this Item related to a Strategic Priority Area? *(If yes, note strategic priority area below)*

Yes All People are safe

Is this a purchasing item?

No

Summary & Background

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

Scope of Work: The County maintains a Medical Examiner's Office and desires to cooperate with the Emory University School of Medicine ("University") in order to provide a forensic pathology training program in providing for medical students, residents, and fellows in the Medical Examiner's Office. In order to achieve this objective, the Medical Examiner's Office seeks the County to enter into three (3) agreements, on its behalf, with the University to establish a forensic pathology training program in its office. The three (3) agreements include the following:

1) Agreement Between Emory University School of Medicine and Fulton County, Georgia Concerning the Fulton County Chief Medical Examiner's Role As Director of Forensic Pathology Training Program (this contract will designate the County's CME to serve as Director of the Forensic Pathology Training Program at Emory, and the County's Deputy Chief Medical Examiner and one Associate Medical Examiner chosen by the CME to assist in the teaching and training of University fellows and medical students at the County's Medical Examiner's Office). The County is

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

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

not required to pay any compensation.

2) Agreement Concerning Affiliation for Clinical Training of Medical Students Between Emory University School of Medicine and Fulton County, Georgia (this contract will provide a forensic pathology training program for residents and fellows subject to the applicable law and regulations, including those for the Accreditation Council for Graduate Medical Education ("ACGME"). The County is required to secure and maintain professional and comprehensive general liability insurance.

3) Master Affiliation Agreement Concerning Residency Training Program Between Emory University School of Medicine and Fulton County, Georgia (this contract will provide a forensic pathology training program for medical students). The County will be required to secure and maintain professional and comprehensive general liability insurance.

Contract & Compliance Information	<i>(Provide Contractor and Subcontractor details.)</i>
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Agency Director Approval		County Manager's Approval
Typed Name and Title	Phone	
Signature	Date	

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

18-0858

Solicitation Information	NON-MFBE	MBE	FBE	TOTAL
No. Bid Notices Sent:				
No. Bids Received:				

Total Contract Value	.
Total M/FBE Values	.
Total Prime Value	.

Fiscal Impact / Funding Source *(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)*
 This is a revenue generated contract pending 2019 budget approval

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Source of Additional Information *(Type Name, Title, Agency and Phone)*

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

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

Procurement

Contract Attached: Yes	Previous Contracts: Yes		
Solicitation Number: 16-1024	Submitting Agency: .	Staff Contact: .	Contact Phone: .

Description:.

FINANCIAL SUMMARY

Total Contract Value:		MBE/FBE Participation:	
Original Approved Amount:	.	Amount:	%. .
Previous Adjustments:	.	Amount:	%. .
This Request:	.	Amount:	%. .
TOTAL:	.	Amount:	%. .

Grant Information Summary:

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 \$:	.		

Funding Line 1: 100-340-3400-6999	Funding Line 2: .	Funding Line 3: .	Funding Line 4: .
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KEY CONTRACT TERMS

Start Date: 01/01/2019	End Date: 12/31/2019
Cost Adjustment: .	Renewal/Extension Terms: .

ROUTING & APPROVALS
(Do not edit below this line)

X	Originating Department:	Gorniak, Jan	Date: 10/22/2018
X	County Attorney:	Palmer, Ashley	Date: 10/9/2018
.	Purchasing/Contract Compliance:	.	Date: .
X	Finance/Budget Analyst/Grants Admin:	Walker, Catherine	Date: 10/9/2018
.	Grants Management:	.	Date: .
X	County Manager:	Anderson, Dick	Date: 10/24/2018

1 **A RESOLUTION AUTHORIZING FULTON COUNTY, GEORGIA, ACTING**
2 **THROUGH THE FULTON COUNTY MEDICAL EXAMINER’S OFFICE, TO**
3 **EXECUTE CONTRACTS WITH EMORY UNIVERSITY SCHOOL OF MEDICINE**
4 **TO PROVIDE FORENSIC PATHOLOGY TRAINING PROGRAMS FOR**
5 **MEDICAL STUDENTS AND RESIDENTS; AND FOR OTHER PURPOSES**
6

7 **WHEREAS**, the County employs a Chief Medical Examiner (“CME”), who has the
8 training, experience, and qualifications necessary to practice medicine in the specialty
9 of pathology, to supervise and direct pathology services at the Fulton County Medical
10 Examiner’s Office, and to serve as the Chief Medical Examiner of Fulton County; and

11 **WHEREAS**, Emory University School of Medicine (“University”) desires to obtain
12 a board certified pathologist of the caliber demonstrated by the County’s CME, to serve
13 as the Director of the University’s Forensic Pathology Training Programs and as a
14 faculty member of the University; and

15 **WHEREAS**, the University further desires for the Fulton County Medical
16 Examiner’s Office to provide forensic pathology training programs for the University’s
17 Forensic fellows, residents, and medical students; and

18 **WHEREAS**, these forensic pathology training programs at the County’ Medical
19 Examiner’s Office will provide advance medical education and training to resident
20 physicians and fellows, along with proving clinical training programs for medical
21 students enrolled in the University’s M.D. degree program; and

22 **WHEREAS**, the Board of Commissioners deems it to be in the best interest of
23 the County and its citizens to enter into this partnership, through its Medical Examiner’s
24 Office, to create and foster a research and learning environment for physicians and
25 medical student that will enhance and enrich the services and roles provided by the
26 Medical Examiner’s Office.

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ATTEST:

APPROVED AS TO FORM:

Mark Massey, Clerk to the Commission Patrise Perkins-Hooker, County Attorney

P:\CAContracts\MedEx\Emory contracts for forensic programs_BOC Resolution.docx

**AGREEMENT BETWEEN EMORY UNIVERSITY SCHOOL OF MEDICINE AND
FULTON COUNTY, GEORGIA
CONCERNING THE FULTON COUNTY CHIEF MEDICAL EXAMINER’S ROLE AS
DIRECTOR OF FORENSIC PATHOLOGY TRAINING PROGRAM**

This Agreement is made and entered into effective this ____ day of _____, 2016 (“Effective Date”), between Fulton County, a political subdivision of the State of Georgia, (hereinafter “County”), and Emory University, by and through its School of Medicine, on behalf of its Department of Pathology (hereinafter “University”), a Georgia non-profit corporation.

WITNESSETH:

WHEREAS, the County employs a Chief Medical Examiner (“CME”), who has the training, experience, and qualifications necessary to practice medicine in the specialty of pathology, to supervise and direct pathology services at the County’s Medical Examiner’s Office, and to serve as Chief Medical Examiner of Fulton County.

WHEREAS, the University desires to obtain the services of a board certified pathologist of the caliber of the CME to serve as Director of its Forensic Pathology Training Programs and a University faculty member.

WHEREAS, the University desires to enter into an agreement with the County for the services of the CME, in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE 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, OBLIGATIONS AND PERFORMANCE OF SERVICES

1.1 Academic Services. The County hereby contracts with the University for the County’s CME to serve as Director of the Forensic Pathology Training Program at Emory, and for the County’s Deputy Chief Medical Examiner and one Associate Medical Examiner chosen by the CME to assist in the teaching and training of University residents, fellows, and medical students at the County’s Medical Examiner’s Office. The University shall be responsible for directly providing to the CME his/her duties and responsibilities in his/her role as Director of Forensic Pathology Training Programs, which shall include but not be limited to managing and directing training programs for Forensic Fellows, residents and medical students in conjunction with the University. The County shall enter into two separate affiliation agreements memorializing its agreement with the University to provide 1) advance medical education and training to resident physicians and fellows at the County Medical Examiner’s Office and 2) clinical learning experiences at the County Medical Examiner’s Office for students who are enrolled in the University’s M.D. degree program who participate in a school training program at the County Medical Examiner’s Office. The University shall grant the CME an initial University

faculty appointment as Visiting Associate Professor with teaching privileges at the University, and shall grant the Deputy Chief Medical Examiner and the Associate Medical Examiner adjunct (uncompensated) faculty appointments. All faculty appointments are subject to approval by the Dean of Emory's School of Medicine.

1.2 Availability to Perform Academic Services. The parties acknowledge that the amount of time required to perform the Academic Services required by this Agreement will be set by the University but at no time shall said Academic Services interfere with the CME, Deputy Chief Medical Examiner's or Associate Medical Examiner's roles at the CME's Office. The CME, Deputy Chief Medical Examiner and the Associate Medical Examiner will maintain any time records required by the County reflecting time spent in the performance of the Academic Services required by this Agreement and will submit those time records to the County as required by the County.

1.3 Representation, Covenants, and Warranties of County and the Medical Examiners.

- A. License to Practice.** The CME, Deputy Chief Medical Examiner and Associate Medical Examiner warrant and covenant that they are fully authorized to practice medicine in the State of Georgia and hold all appropriate licenses from the Georgia Composite State Board of Examiners.
- B. Other Professional Endeavors.** The County does not prohibit the CME in any respect from obtaining or maintaining staff privileges at any other medical facility including but not limited to Grady Memorial Hospital, Emory University Hospital, or Emory University Hospital Midtown, or from participating in research or other academic pursuits associated with the Woodruff Health Sciences Center of Emory University.
- C. Compliance with Regulations.** The CME, Deputy Chief Medical Examiner and Associate Medical Examiner shall comply with all material aspects of applicable federal and state laws and regulations governing the licensing and conduct of physicians, with the ethical standards of the profession, and with the applicable policies, procedures, rules, regulations, and ordinances of the County.
- D. Diligent Performance.** In performance of the Academic Services under this Agreement, the CME, Deputy Chief Medical Examiner and Associate Medical Examiner shall use diligent efforts and professional skills and judgment consistent with the Principles of Ethics of the American Medical Association.

ARTICLE 2. COMPENSATION

2.1 Compensation for Academic Services.

- A. CME Compensation.** The University shall be responsible for compensating the CME for his/her Academic Services via a separate compensation agreement to

which the County shall not be a party. However, the CME shall be required by the County to maintain a copy of the compensation agreement and provide said copy to the County upon request.

B. County Compensation for the Deputy Chief Medical Examiner and the Associate Medical Examiner. The University shall compensate the County \$25,000.00 for the teaching and training services provided by the Deputy Chief Medical Examiner and the Associate Medical Examiner. Such payment shall be made in one lump sum by the University no later than November 30 each year. The County agrees that these funds shall be disbursed within the same year received as follows: \$15,000.00 to the Deputy Chief Medical Examiner and \$10,000.00 to the Associate Medical Examiner.

ARTICLE 3. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall be, in accordance with Georgia Law, for one (1) year with two (2) automatic annual renewals unless positive action is taken by the County or the University to terminate the Agreement, for a total of three (3) years, beginning on the Effective Date and ending _____, 2019.

3.2 Termination: Either party may terminate this Agreement for any reason or for no reason upon ninety (90) days prior written notice to the other. The termination shall become effective on the ninety-first day following the date of written notice given. In addition, if at any time during the term of this Agreement, either party breaches any provision hereof, then upon written notice of the breach from the other party, said breaching party shall have ten (10) business days in which to cure such breach. If the breaching party fails to effect or to begin and diligently pursue such cure within the ten day period, then the non-breaching party may terminate this Agreement upon five (5) days written notice to the breaching party.

3.3 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 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 ninety (90) days in order to affect compliance with any such ruling. In the event the parties cannot reach a mutually agreeable resolution after ninety (90) days, this Agreement will terminate automatically.

ARTICLE 4. GENERAL PROVISIONS

4.1 Relationship of Parties. At all times during the term of this Agreement, the relationship between the County and the University will be that of two independent entities contracting with each other at arm’s length, and no joint venture, partnership, or other joint enterprise will be deemed to result from this Agreement. The University and the County are and at all times shall remain independent and autonomous.

4.2 Legal Requirements. Each party shall abide by the requirements of applicable federal state and local laws, rules and regulations in performing their obligations under this Agreement. No attorney-client, accountant-client, or other legal privileges will be deemed to have been waived by the County or the University by virtue of this Agreement.

4.3 Governance. 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 Severability. 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 Entire Agreement. This Agreement and the aforementioned Affiliation Agreements shall constitute 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 Captions. The captions in this Agreement are for purposes of convenient reference only and form no part hereof.

4.7 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.

4.8 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 County: Chairman, Fulton County Board of Commissioners
Fulton County Board of Commissioners
141 Pryor Street, SW
Suite 10032
Atlanta, Georgia 30303

and: County Manager
Fulton County
141 Pryor Street, SW
Suite 10061
Atlanta, Georgia 30303

and: County Attorney

Fulton County
141 Pryor Street, SW
Suite 4038
Atlanta, Georgia 30303

To University: Tristan Parslow, MD
Chairman, Pathology
Emory University Hospital, Room H-182
1364 Clifton Road
Atlanta, Georgia 30322

Copy to: Emory University, Inc.
Office of the General Counsel
201 Dowman Drive
102 Administration Building
Atlanta, Georgia 30322
ATTN: Deputy General Counsel/
Chief Health Officer

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 of notices sent by delivery service; or (ii) three (3) days after it is deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, to such party.

4.9 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 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.

4.10 Portion of Damages for Which the Parties Can Be Held Liable. It is hereby stipulated and agreed between the University 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.

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

4.12 Insurance. During the Term of the Agreement, the County shall secure and maintain professional and comprehensive general liability insurance of not less than \$1,000,000 per occurrence / \$3,000,000 aggregate covering itself and its employees, including the CME, the Deputy Chief Medical Examiner and the Associate Medical Examiner. The County shall also

maintain excess liability insurance of not less than \$1,000,000 per occurrence / \$3,000,000 aggregate. In addition, the County shall maintain excess coverage of at least \$5,000,000 over and above the primary limits, which shall apply if the primary limits should be exhausted. The County shall Should any of the aforementioned insurance policies be written on a claims-made basis, insurance requirements shall survive the expiration of the Agreement and extended coverage shall be afforded for at least two (2) years after the expiration of this Agreement. The County shall also maintain worker's compensation insurance covering its employees, including the CME, the Deputy Chief Medical Examiner and the Associate Medical Examiner. Notwithstanding the foregoing, the County shall reserve the right to self-fund for any and all of the aforementioned coverages.

4.13 Nondiscrimination. To the extent applicable, both parties shall abide by the requirements of the United States Code of Federal Regulations - 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). 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.

[SIGNATURES FOUND ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Emory University through its School of Medicine: Fulton County, Georgia:

By:

By:

Maria Aaron, M.D.
Associate Dean/DIO for
Graduate Medical Education
Date:

John H. Eaves, PH.D.
Chairman
Fulton County Board of Commissioners
Date:

Attested to By:

Mark Massey
Clerk
Fulton County Board of Commissioners
Date:

Approved as to Form By:

Approved as to Content By:

Patrise Perkins-Hooker
County Attorney
Office of the Fulton County Attorney
Date:

John Cross
Chief Administrative and Investigative Officer
Office of the Fulton County Medical Examiner
Date:

Jan Gorniak, D.O.
Chief Medical Examiner
Office of the Fulton County Medical Examiner
Date:

**AGREEMENT CONCERNING
AFFILIATION FOR CLINICAL TRAINING OF MEDICAL STUDENTS
BETWEEN
EMORY UNIVERSITY SCHOOL OF MEDICINE AND
FULTON COUNTY, GEORGIA**

This agreement (“Agreement”) is made and entered into effective this ____ day of _____, 2016 (“Effective Date”), between Emory University, by and through its School of Medicine (“School”) and Fulton County, Georgia, a political subdivision of the State of Georgia, through the Fulton County Medical Examiner’s Office (“County”).

A. PURPOSE:

- 1) The purpose of this Agreement is to guide and direct the parties respecting their affiliation to provide clinical learning experiences at County for students who are enrolled in the School’s M.D. degree program and participate in a School training program at County (“Students”).

B. GENERAL UNDERSTANDING:

- 1) The clinical education experiences to be provided will be of such content, and cover such periods of time, as may be mutually agreed upon by School and County, from time to time. The starting and ending date for each program will be agreed upon before the program begins, but will be subject to the final approval of County.
- 2) The number of Students designated for participation in a clinical education experience will be determined by mutual agreement of School and County and may at any time be altered by mutual agreement. All Student participants must be acceptable to both parties, and either party may withdraw any Student from a program based upon perceived lack of competency on the part of the Student, the Student’s failure to comply with the rules and policies of County, or for any other reason that causes either party to reasonably believe that it is not in the best interest of the program for the Student to continue.
- 3) There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran’s/national guard/reserve status or disability in the selection of Students or any other aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself, preclude the Student’s effective participation in the program.

C. COUNTY’S RESPONSIBILITIES:

- 1) County Liaison: County will assign a staff representative from the Fulton County Medical Examiner’s Office as liaison between County and School.

- 2) Direction, Management and Coordination: The County's Chief Medical Examiner shall be responsible for directing and managing the County's training program in consultation with the School faculty. As appropriate, the County's Chief Medical Examiner shall appoint a qualified County employee who will be responsible for directing and coordinating the experiences of the Students at the County.
- 3) Use of Facilities: County will provide adequate clinical facilities for Students in accordance with the clinical objectives developed through cooperative planning by School faculty and County staff. County shall permit Students to use the facilities and resources of the County when available, such as libraries, lounges, conference rooms, and audio-visual and other teaching equipment, consistent with the policies and procedures of the County.
- 4) Evaluation: County staff will, upon request, assist School in the evaluation of the learning and performance of Students, provided the Student has signed a consent to the exchange of educational information in accordance with the Family Educational Rights and Privacy Act of 1974, as amended. Although School shall retain all required consents, County will have the right to rely on such consents and to obtain copies of such consents upon request. Any evaluation of Students by County will relate only to the general Student participation in the clinical education program and will in no way be construed as a certification by County as to the competence of any Student or a representation by County of any Student's ability or competence in connection with the practical implementation of any knowledge gained through the program.
- 5) Orientation: As necessary for the purposes of the clinical education experience, County will provide the orientation to the School faculty representative(s) and Students as to the County, and the philosophies, rules, regulations and policies of County.
- 6) Licensure: County shall maintain health County licensure as required by applicable law and meet criteria for accreditation as established by appropriate accrediting agencies.
- 7) Protective Equipment: County will make available to Students and faculty (if present) for use within County all personal protective equipment, including gloves, gowns, masks, and other supplies necessary to comply with Centers for Disease Control ("C.D.C.") guidelines, as appropriate to the Student's training in the program.
- 8) County Insurance. County shall secure and maintain professional and comprehensive general liability insurance of not less than \$1,000,000 per occurrence/\$3,000,000 aggregate covering itself and its employees. County shall also maintain excess liability insurance of not less than \$1,000,000 per

occurrence/aggregate. In addition, County shall maintain excess coverage of at least \$5,000,000 over and above the primary limits, which shall apply if the primary limits should be exhausted. Should any of the aforementioned insurance policies be written on a claims-made basis, insurance requirements shall survive the expiration of the Agreement and extended coverage shall be afforded for at least two (2) years after the expiration of this Agreement. Notwithstanding the foregoing, the County shall reserve the right to self-fund for any and all of the aforementioned coverages. County shall make reasonable business efforts to provide written notice to School of any material changes in the above-referenced insurance coverage. School shall have a right to terminate this Agreement in the event of changes in County's insurance that are unacceptable.

D. SCHOOL'S RESPONSIBILITIES:

- 1) School shall use its best efforts to select Students for participation in the clinical training program who are prepared for effective participation in the clinical training phase of their education. Only Students who have satisfactorily completed the prerequisite didactic portion of their curriculum will be selected for participation in the program. School will retain ultimate responsibility for academic affairs, the education and evaluation of Students, and the assurance of Student and faculty access to appropriate resources for medical student education. To the extent that the department heads of School are not also the clinical service chiefs of County, the department heads of School shall have ultimate authority to assure faculty and student access to appropriate academic resources for medical student education of Students.
- 2) School shall require each Student to maintain proof of a current TB skin test, the results of which will be made available to County upon request. School shall advise each Student and faculty member that any expenses resulting from illness or injury occurring during his/her experience at County may be the responsibility of that individual, and shall inform all Students and faculty of the need to maintain health/accident insurance.
- 3) School shall require each Student to provide documentation of the fact that he or she has been appropriately vaccinated against influenza, measles, mumps and rubella (MMR); has satisfactorily proven immunity to these diseases, according to current C.D.C. guidelines; or is unable, for bona fide medical reasons, to receive such vaccinations.
- 4) School shall require each Student to provide documentation of the fact that he or she has received the complete hepatitis B vaccination series, has begun the hepatitis B vaccine series and will complete the full series before the end of clinical training; has satisfactorily proven immunity to hepatitis B through antibody testing, or is unable, for bona fide medical reasons to receive such vaccination.

- 5) School shall inform Student and faculty that they shall be required to comply with County's rules, regulations and procedures, and shall use its best efforts to keep Students and faculty informed as to the same and any changes therein of which School is made aware. Specifically, School shall keep each Student and faculty member apprised of his or her responsibilities, including but not limited to the following:
 - a) To follow the administrative policies, standards and practices of County when in County.
 - b) To provide the necessary and appropriate uniforms and supplies required where not provided by County.
 - c) To report to County on time and to follow all rules and regulations of County.
 - d) To comply with federal and state laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and the federal regulations issued thereunder (collectively "HIPAA"), regarding the confidentiality of all medical, health, financial and social information (including mental health) pertaining to particular clients or patients.
 - e) To wear a name tag that clearly identifies him/her as a Student or faculty member.
 - f) To refrain from publishing any material related to the clinical education experience that identifies County or its patients or staff, directly or indirectly, or uses the name of County, without first obtaining written approval from County.
 - g) To comply with all federal, state and local laws regarding the use, possession, manufacture or distribution of alcohol and controlled substances.
 - h) To follow C.D.C. Universal Precautions for Bloodborne Pathogens, C.D.C. Guidelines for Tuberculosis Infection Control and Occupational Safety and Health Administration (O.S.H.A.) Respiratory Protection Standards.
- 6) School and County acknowledge that it is the sole responsibility of each Student to arrange for the Student's living accommodations while participating in the clinical education program at County.
- 7) School Insurance: School shall secure and maintain at all times during the term of this Agreement, at its sole expense, appropriate general and professional liability insurance coverage in amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate with insurance carriers or self-insurance programs covering itself and its students and employees. In addition, School shall maintain excess coverage of at least \$5,000,000 over and above the primary

limits, which shall apply if the primary limits should be exhausted. Should any of the insurance policies be written on a claims-made basis, insurance requirements shall survive the expiration of this Agreement and extended coverage shall be afforded for at least two (2) years after the expiration of this Agreement. School shall make reasonable business efforts to provide written notice to County of any material changes in the above-referenced insurance coverage. County shall have a right to terminate this Agreement in the event of changes in School's insurance that are unacceptable.

- 8) School shall ensure that its participating faculty members have current worker's compensation insurance coverage. School is solely responsible for paying its participating faculty and for processing all applicable payroll deductions for them.

E. **MUTUAL RESPONSIBILITIES; MISCELLANEOUS:**

- 1) Learning Experience: The parties shall work together to maintain an environment of quality clinical learning experiences and quality patient care. At the request of either party, a meeting or conference will be held between representatives of County and School to resolve any problems or develop any improvements in the operation of the clinical training program(s).
- 2) HIPAA. Before Students begin a training program at County, School shall provide the Students with basic training regarding confidentiality of protected health information under HIPAA.
- 3) Term. The term of this Agreement shall be, in accordance with Georgia Law, for one (1) year with two (2) automatic annual renewals unless positive action is taken by the County or the University to terminate the Agreement, for a total of three (3) years, beginning on the Effective Date and ending _____, 2019.
- 4) Termination. Either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party in the event such termination is deemed necessary or appropriate. In addition, if at any time during the term of this Agreement, either party breaches any provision hereof, then upon written notice of the breach from the other party, said breaching party shall have ten (10) business days in which to cure such breach. If the breaching party fails to effect or to begin and diligently pursue such cure within the ten day period, then the non-breaching party may terminate this Agreement upon five (5) days written notice to the breaching party.
- 5) Renewal. This Agreement may be renewed by written agreement of the parties.
- 6) Excluded Provider: Each party represents and warrants to the other that it (i) is not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "federal health

care programs”); (ii) is not convicted of a criminal offense related to the provision of health care items or services and has not been excluded, debarred or otherwise declared ineligible to participate in the federal health care programs; and, (iii) is not under investigation or otherwise aware of any circumstances that may result in it being excluded from participation in the federal health care programs. This shall be an ongoing representation and warranty during the term of the Agreement. Either party shall immediately notify the other of any change in the status of the representation and warranty set forth in this section. Any breach of this section shall give the other party the right to terminate the Agreement immediately for cause.

- 7) Indemnification: Each party shall be responsible for its own acts and omissions under this Agreement.
- 8) No Third Party Beneficiary: This relationship is intended solely for the mutual benefit of the parties, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than School and County. Without limiting the generality of the foregoing, no rights are intended to be created for any Student, faculty member, or patient, or spouse, next of kin, employer or prospective employer of any Student, faculty member or patient.
- 9) Notices: Any notices or other communication required or allowed under this Agreement shall be in writing and will be deemed sufficiently given if personally delivered or sent by registered or certified mail, postage prepaid, addressed or delivered as follows:

To University

Marilane Bond
Assoc. Dean for Medical Education
Graduate Medical Education
100 Woodruff Circle, N.E.
Atlanta, GA 30033

To County:

Chairman, Fulton County Board of
Commissioners
Fulton County Board of Commissioners
141 Pryor Street, SW
Suite 10032
Atlanta, Georgia 30303

With Copy To:
Emory University
Office of the General Counsel
201 Dowman Drive, Room 101
Atlanta, GA 30322

and: County Manager
Fulton County
141 Pryor Street, SW
Suite 10061
Atlanta, Georgia 30303

and: County Attorney
Fulton County
141 Pryor Street, SW
Suite 4038
Atlanta, Georgia 30303

Any party may change its notice address by giving notice to the other party in conformance herewith. Any notice shall be deemed to have been given, if mailed, as of the date mailed, and, if personally delivered, as of the date delivered.

- 10) Amendments: This Agreement may be modified or amended only by mutual consent of the parties, provided any and all modifications or amendments shall be in writing and signed by authorized representatives of the parties.
- 11) Assignment: Neither party may assign this Agreement without the prior written approval of the other party. Any attempted assignment shall be void and of no effect if not in accordance with this provision.
- 12) Severability: If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions shall not be affected thereby.
- 13) Entire Agreement: This Agreement and all exhibits and attachments hereto constitutes the entire agreement of the parties with respect to the subject matter hereof.
- 14) Non-exclusivity: This Agreement is non-exclusive and does not affect either party's ability to enter into a similar agreement with other parties.
- 15) Governing Law: This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Georgia, without giving effect to its conflicts of laws provisions.
- 16) No 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 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.
- 17) Portion of Damages for Which the Parties Can Be Held Liable: It is hereby stipulated and agreed between the School and 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.

- 18) No Joint Venture or Partnership: At all times during the term of this Agreement, the relationship between County and School with respect to the subject matter hereof will be that of two independent entities contracting with each other at arms' length, and no joint venture, partnership or other joint enterprise will be deemed to result from this Agreement. School and County are and at all times shall remain independent and autonomous with respect to their obligations under this Agreement.
- 19) Delay or Non-Performance: Neither party shall be liable for any failure, inability or delay to perform hereunder, if such failure, inability or delay is due to any cause beyond the reasonable control of the party so failing and due diligence is used in curing such cause and in resuming performance.
- 20) Successors and Assigns: Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.
- 21) Authority: Each party represents and warrants that it has the full power and authority to enter into this Agreement, to consummate the transactions contemplated to be consummated hereby, and to perform the obligations hereunder. This Agreement has been duly executed and delivered and constitutes each party's valid and binding obligation, enforceable in accordance with its terms.
- 22) Judicial Interpretation: Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of both parties have participated in the preparation hereof.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have affixed their signatures below.

Emory University through its School of Medicine: Fulton County, Georgia:

By:

By:

J. William Eley, M.D., M.P.H.
Executive Associate Dean for Medical
Education and Student Affairs
Date:

John H. Eaves, PH.D.
Chairman
Fulton County Board of Commissioners
Date:

Attested to By:

Mark Massey
Clerk
Fulton County Board of Commissioners
Date:

Approved as to Form By:

Approved as to Content By:

Patrise Perkins-Hooker
County Attorney
Office of the Fulton County Attorney
Date:

John Cross
Chief Administrative and Investigative Officer
Office of the Fulton County Medical Examiner
Date:

Jan Gorniak, D.O.
Chief Medical Examiner
Office of the Fulton County Medical Examiner
Date:

**AFFILIATION AGREEMENT CONCERNING
RESIDENCY TRAINING PROGRAM BETWEEN
EMORY UNIVERSITY SCHOOL OF MEDICINE
AND
FULTON COUNTY, GEORGIA**

This Master Affiliation Agreement (the Agreement), is made and entered and into this ____ day of _____, 2016 (“Effective Date”) is between Emory University, through its School of Medicine (the University), and Fulton County, Georgia, a political subdivision of the State of Georgia (hereinafter “County”), by and through the Fulton County Medical Examiner’s Office (the County).

I. Background

The University conducts programs in graduate medical education for the purpose of providing advanced medical education and training to resident physicians (referred to hereinafter individually as a “Resident” and “Fellow” and collectively as the “Residents” and “Fellows”). The County maintains a Medical Examiner’s Office and desires to cooperate with the University in providing a program of training for the Residents and Fellows in the Medical Examiner’s Office (the “Training Program”), subject to the terms and conditions of this Agreement and the requirements of applicable law and regulations, including those for the Accreditation Council for Graduate Medical Education (“ACGME”).

II. Training Program

This Agreement is intended to set forth the general understanding of the parties concerning the Training Program. Specific details regarding the Training Program are set forth in the Program Letters of Agreement(s) of Residency Training (“PLA”) between the applicable University Residency Training Program(s) and the Medical Examiner’s Office.

III. Responsibilities of the University

- A. Establishing Training Program; Selecting Residents and Fellows. The Chairpersons of the Residency Programs within the University’s Medical School, or the Chairperson’s designees, shall establish the educational goals and objectives of the University’s graduate medical educational programs with respect to each department. The University is solely responsible for selecting Residents and appointing them to the Training Programs; provided, however, that nothing in this Agreement will affect, nor will it be construed to affect or alter, the rights of the Fulton County Medical Examiner’s Office to separately interview and select its own Fellows, apart from Residents, for participation in any Training Programs. The University may, at its discretion, designate a single Resident for the Training Program.

- B. Compensation of Residents and Fellows. The University is responsible for compensating Residents and Fellows on a monthly basis and for providing them with employment benefits in accordance with the University’s policies and procedures.

- C. Non-Emory Residents. From time to time, the University may enter into agreements with accredited residency training programs of entities which are not part of the University for one or more residents to do one or more rotations in the University's Residency Training Program. If such a non-Emory resident is assigned to a rotation at the Medical Examiner's Office, the resident's own residency training program will be responsible for the resident's stipend and benefits and the County will not be responsible for any portion of such resident's stipend and benefits. The University will require any non-Emory resident to provide proof of professional liability insurance in the amount of at least one million (\$1,000,000) per occurrence and three million (\$3,000,000) annual aggregate before allowing the resident to work at the County.
- D. Supervision. The University shall assign the Residents and Fellows to members of the County's medical staff who are in good standing to supervise and direct the Residents and Fellows activities at the County. Residents and Fellows are and will remain under the administrative control of the University and under the supervision of the faculty of the University.
- E. Rules and Procedures. The University shall instruct each Resident and Fellow that he or she is required to comply with County's rules, policies and procedures and applicable federal, and state and local laws, rules and regulations.
- F. Administrative Support. The University shall provide administrative support to the Training Program, including managing the payroll and benefit programs.

IV. Responsibilities of the County

- A. Oversight and Coordination. The Chief Medical Examiner of the County or appropriate designee (the "CME") shall oversee and direct the activities of the Residents and Fellows subject to the provisions of Section III. The CME will coordinate the activities of the Training Program and assure that the Residents and Fellows comply with the policies and procedures of County.
- B. Administrative Liaison. The County will appoint a member of its staff to act as a liaison to the University with regard to administrative matters related to the Training Program.
- C. Evaluation. The County will, upon request, cooperate with the University to evaluate the education and performance of the Residents and Fellows, provided that the University obtains any necessary written consent from participating students to the release/exchange of educational records in accordance with the Family Educational Rights and Privacy Act.
- D. Orientation. The County will provide for the orientation of the Residents and Fellows as to its facilities, rules, regulations and policies.
- E. Investigations/Sanctions. County represents that it is not currently under investigation by any state or federal governmental agency for Medicare or Medicaid false claims, fraud, or abuse. Further, County represents that its staff has not been sanctioned by a state or

federal governmental agency, that neither County nor its staff are excluded from participation in the Medicare or Medicaid programs, and that no such proceeding is pending. In the event an investigation of County is initiated by any state or federal governmental agency, or it is discovered by University that the representations contained herein are false, University reserves the right to immediately terminate this Agreement.

V. Insurance and Responsibility

- A. Professional Liability Insurance – University Residents and Fellows. With the exception of non-Emory residents as provided in Section III.C., the University will provide professional liability insurance for Residents and Fellows in an amount of at least one million (\$1,000,000) per claim, and three million (\$3,000,000) annual aggregate and, general liability insurance for at least one million (\$1,000,000) per claim and three million (\$3,000,000) annual aggregate and workers compensation insurance with statutory limits. The University will also provide excess insurance over and above the primary limits, which shall apply if the primary limits are exhausted.
- B. County Insurance. County shall secure and maintain professional and comprehensive general liability insurance of not less than \$1,000,000 per occurrence / \$3,000,000 aggregate covering itself and its employees. County shall also maintain excess liability insurance of not less than \$1,000,000 per occurrence/aggregate. In addition, County shall maintain excess coverage of at least \$5,000,000 over and above the primary limits, which shall apply if the primary limits should be exhausted. Should any of the aforementioned insurance policies be written on a claims-made basis, insurance requirements shall survive the expiration of the Agreement and extended coverage shall be afforded for at least two (2) years after the expiration of this Agreement. Notwithstanding the foregoing, the County shall reserve the right to self-fund for any and all of the aforementioned coverages. County shall make reasonable business efforts to provide written notice to School of any material changes in the above-referenced insurance coverage. School shall have a right to terminate this Agreement in the event of changes in County’s insurance that are unacceptable.
- C. Responsibility. Each party shall be responsible for its own acts and omissions under this Agreement.
- D. Survival. The insurance and indemnification obligations in this Section V will survive any expiration or termination of this Agreement.

VI. Cooperation

- A. Training Program. The University and the County will cooperate in good faith with one another in the administration of this Agreement and the Training Program. At the request of either party, a meeting will be held between University and County representatives to resolve any problems or develop any improvements in the Training Program.
- B. HIPAA Training. Before Residents and Fellows begin the Training Program at the

County, the University shall provide Residents and Fellows with basic training regarding confidentiality of protected health information under the Health Insurance Portability and Accountability Act and the regulations issued thereunder (collectively HIPAA).

- C. Coordination of Claims. Each party agrees to give the other written notice of (i) any claims or lawsuits against such party or a Resident or Fellow pertaining to services rendered in the Training Program, and (ii) any incident which the party reasonably believes may give rise to any claims or lawsuits referenced in (i). Such notice will be given promptly after the party first becomes aware of such incident, claim or lawsuit. Subject in all respects to the requirements of applicable law, each party shall, and shall cause their employees and agents, to reasonably cooperate with the other party in the investigation of such incident, claim or lawsuit, share necessary information with the other party in connection with such incident, claim or lawsuit and reasonably cooperate in the defense of any such claim or lawsuit. Nothing in this section is intended to require either party to disclose communications, information, documents or other items that are covered by the attorney-client privilege or the attorney work product privilege.

VII. Term and Termination

- A. Term. The term of this Agreement shall be, in accordance with Georgia Law, for one (1) year with two (2) automatic annual renewals unless positive action is taken by County or the University to terminate the Agreement, for a total of three (3) years, and will commence as of the Effective Date and end on _____, 2019.
- B. Termination. Either party may terminate this Agreement upon sixty (60) days’ prior written notice to the other party in the event such termination is deemed necessary or appropriate.. In addition, if at any time during the term of this Agreement, either party breaches any provision hereof, then upon written notice of the breach from the other party, said breaching party shall have ten (10) business days in which to cure such breach. If the breaching party fails to effect or to begin and diligently pursue such cure within the ten day period, then the non-breaching party may terminate this Agreement upon five (5) days written notice to the breaching party.
- C. Renewal. This Agreement may be renewed by written agreement of the parties.

VIII. Notice

Any notices required or permitted under this Agreement shall be deemed given when personally delivered, when delivered by certified mail, return receipt, when delivered by overnight carrier, or on the next business day following delivery by facsimile transmission if a facsimile telephone number is shown below, to the designated representatives of the parties as set forth below:

To University

Marilane Bond
Assoc. Dean for Medical Education
Graduate Medical Education

To County:

Chairman, Fulton County Board of Commissioners
Fulton County Board of Commissioners
141 Pryor Street, SW

100 Woodruff Circle, N.E.
Atlanta, GA 30033

Suite 10032
Atlanta, Georgia 30303

With Copy To:
Emory University
Office of the General Counsel
201 Dowman Drive, Room 101
Atlanta, GA 30322

and: County Manager
Fulton County
141 Pryor Street, SW
Suite 10061
Atlanta, Georgia 30303

and: County Attorney
Fulton County
141 Pryor Street, SW
Suite 4038
Atlanta, Georgia 30303

IX. Miscellaneous

- A. Relationship of Parties. At all times during the term of this Agreement, the relationship between the County and the University will be that of two independent entities contracting with each other at arms' length, and no joint venture, partnership, or other joint enterprise will be deemed to result from this Agreement. The University and the County are and at all times shall remain independent and autonomous. Further, the parties acknowledge that the Residents and Fellows are not employees of County by reason of this Agreement.
- B. Amendments. This Agreement may be amended or modified only by the written agreement of both parties.
- C. Severability: If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions shall not be affected thereby.
- D. Entire Agreement: This Agreement and all exhibits and attachments hereto constitute the entire agreement of the parties with respect to the subject matter hereof.
- E. Legal Requirements. Each party shall abide by the requirements of applicable federal, state and local laws, rules and regulations in performing their obligations under this Agreement.
- F. Governing Law. This Agreement is governed by, and will be construed and applied in accordance with, the laws of the State of Georgia.
- G. Survival. Any provision of this Agreement that by its nature or express terms is not susceptible of being fully performed prior to the expiration or termination of this Agreement will survive such expiration or termination.

- H. No 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 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.
- I. Portion of Damages for Which the Parties Can Be Held Liable. It is hereby stipulated and agreed between the School and 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.
- J. No Third Party Beneficiaries. This relationship is intended solely for the mutual benefit of the parties, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than the University and the County.
- K. Access to Books and Records. The University agrees that if it is ultimately determined that this Agreement is a subcontract for services, the value of which is \$10,000 or more during a twelve-month period, within the meaning of Section 952 of the Omnibus Reconciliation Act of 1980 (Public Law 96-499), and 42 C.F.R., Part 20, then until the expiration of four (4) years after the furnishing of services pursuant to this contract, the University shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement, and the books, documents and records of the University that are necessary to certify the nature and extent of rendering the services to County under this Agreement. This Agreement shall not be construed as authorizing the release of any books, documents or records of the University which do not relate to the furnishing of services to the County under this Agreement. If the University carries out any of the duties of this Agreement through a subcontract with a related organization, such subcontract shall contain an Access to Records clause similar to this one, if required by the laws referenced above.
- L. Non-Discrimination. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran's/national guard/reserve status or disability in any aspect of the Training Program.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Emory University through its School of Medicine: Fulton County, Georgia:

By:

By:

Maria Aaron, M.D.
Associate Dean/DIO for
Graduate Medical Education
Date:

John H. Eaves, PH.D.
Chairman
Fulton County Board of Commissioners
Date:

Attested to By:

Mark Massey
Clerk
Fulton County Board of Commissioners
Date:

Approved as to Form By:

Approved as to Content By:

Patrise Perkins-Hooker
County Attorney
Office of the Fulton County Attorney
Date:

John Cross
Chief Administrative and Investigative Officer
Office of the Fulton County Medical Examiner
Date:

Jan Gorniak, D.O.
Chief Medical Examiner
Office of the Fulton County Medical Examiner
Date:



Fulton County, GA

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Medical Examiner

BID/RFP# NUMBER: 16-1024

BID/RFP# TITLE: Contract Renewal for Emory University School of Medicine

ORIGINAL APPROVAL DATE: November 16, 2016

RENEWAL PERIOD: FROM: January 1, 2019 THROUGH December 31, 2019

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 0

RENEWAL AMOUNT: \$35,000

COMPANY'S NAME: Emory University

ADDRESS: 201 Dowman Drive, Room 101

CITY: Atlanta

STATE: Georgia

ZIP: 30322

This Renewal Agreement No. ____ was approved by the Fulton County Board of Commissioners on BOC DATE: BOC NUMBER:

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications for Bid/RFP#

(Person signing must have signature authority for the company/corporation)

NAME: _____ **(Print)**
(CEO, President, Vice President)

VENDOR'S SIGNATURE: _____ **DATE:** _____

ATTEST:

NOTARY PUBLIC: _____

TITLE: _____ **COUNTY:** _____

SEAL (Affix) **MY COMMISSION EXPIRES:** _____

FULTON COUNTY, GEORGIA

ROBERT L. PITTS
CHAIRMAN **DATE:** _____

ATTEST:

TONYA R. GRIER
INTERIM CLERK TO THE COMMISSION **DATE:** _____

SEAL (Affix)

DEPARTMENT AUTHORIZES RENEWAL OPTION ON THE AFOREMENTIONED BID/RFP:

DEPARTMENT HEAD: _____ **(Print)**

DEPARTMENT HEAD SIGNATURE: _____ **DATE** _____

ITEM#: _____ **RCS:** _____
RECESS MEETING

ITEM#: _____ **RM:** _____
REGULAR MEETING

Contract Renewal Evaluation Form

Date:	September 12, 2018
Department:	MEDICAL EXAMINER
Contract Number:	16-1024
Contract Title:	Contract Renewal for Emory University School of Medicine

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

This is a contract for services provided to Emory by Fulton County. There is no expenditure of funds by Fulton County associated with this contract. Some funds are received from Emory University to Fulton County in accordance with this agreement.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

Internet search of pricing for same product or service:

Date of search:	Click here to enter a date.
Price found:	Click here to enter text.
Different features / Conditions:	Click here to enter text.
Percent difference between internet price and renewal price:	Click here to enter text.

Explanation / Notes: N/A

Click here to enter text.

- 5. Is this a seasonal item or service? Yes No

- 6. Has an analysis been conducted to determine if this service can be performed in-house? Yes
 No If yes, attach the analysis. N/A

- 7. What would be the impact on your department if this contract was not approved?
N/A

Karleshia Bentley

September 13, 2018

Prepared by

Date

Dr. Jan Gorniak

September 13, 2018

Department Head

Date

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT
PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
1/1/2019	12/31/2019	1/1/2017	12/31/2019
PO Number			PO Date
Department	<u>Medical Examiner</u>		
Contract Number	16-1024		
Service Commodity	Contract Renewal for Emory University School of Medicine		
Contractor	Emory University School of Medicine		

= Unsatisfactory	<i>Achieves contract requirements less than 50% of the time, not responsive, effective and/or efficient; unacceptable delay, incompetence, high degree of customer dissatisfaction.</i>
= Poor	<i>Achieves contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.</i>
= Satisfactory	<i>Achieves contract requirements 80% of the time; generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.</i>
= Good	<i>Achieves contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied.</i>
= Excellent	<i>Achieves contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.</i>

Quality of Goods/Services (-Specification Compliance - Technical Excellence - Reports/Administration - Personnel Qualification)

0 Comments:

1 This a contract for services provided to Emory by Fulton County. There is no expenditure of funds by Fulton County associated with this contract. Some funds are received from Emory University to Fulton County in accordance with this agreement.

2

3

4

Timeliness of Performance (-Were Milestones Met Per Contract - Response Time (per agreement, if applicable) - Responsiveness to Direction/Change - On Time Completion Per Contract)

0 Comments:

1 N/A

2

3

4

Business Relations (-Responsiveness to Inquiries - Prompt Problem Notifications)

0 Comments:

1

18-0858

- 4
- 0
- 1
- 2
- 3
- 4

Customer Satisfaction (-Met User Quality Expectations - Met Specification - Within Budget - Proper Invoicing - No Substitutions)

Comments:
N/A

Contractors Key Personnel (-Credentials/Experience Appropriate - Effective Supervision/Management - Available as Needed)


- 0
- 1
- 2
- 3
- 4

Comments:
N/A

Overall Performance Rating:

Would you select/recommend this vendor again?
(check box for Yes. Leave Blank for No)
 Yes No

Rating completed by:

Department Head Name	Department Head Signature	Date
John M. Cross, Deputy Director		9/13/2018 09/13/2018