



Fulton County Board of Commissioners
Agenda Item Summary

17-0580

BOC Meeting Date
7/19/2017

Requesting Agency

Health and Wellness

Commission Districts Affected

All Districts

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

Request approval by the Board of Commissioners to renew existing contract between Fulton County and Grady Memorial Hospital Corporation, d/b/a Grady Health System (Atlanta, GA) in the amount of \$134,520.00 to provide clinical laboratory services for the Ryan White Program. This is the second of two (2) renewal options. Effective Dates: 7/1/17-2/28/18

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

All official contracts entered into by the County governing authority with other persons in behalf of the County shall be in writing and entered on its minutes.

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

Yes All People are healthy

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: [Click here to enter text.](#)

The Fulton County Department of Health and Wellness (FCDHW) and the Grady Memorial Hospital Corporation, d/b/a Grady Health System (GHS) have been partners in care for many years. This contract will enable the FCDHW to continue to utilize the Grady Memorial Hospital clinical laboratory to perform laboratory tests, including complete blood count, T-cell subset, serum chemistry, hepatitis screening, lipid panels and other primary care screenings as appropriate, needed to evaluate and treat clients seeking health care services.

Community Impact:

Clients may, as needed, be referred (based on laboratory results) to Grady Memorial Hospital for outpatient specialty consultations or inpatient care as appropriate. Since laboratory results are already with Grady Health System, this collaborative effort improves coordination of care.

Department Recommendation: [Click here to enter text.](#)

Health Services is recommending continued partnership with Grady Clinical Laboratory. While the original contract provides for a full year renewal from July 1, 2017, through June 30, 2018, the underlying grant expires on February 28, 2018, making it appropriate for this final renewal to also extend only through February 28, 2018.

Agency Director Approval		County Manager's Approval
Typed Name and Title	Phone	
Kathleen E. Toomey, M.D., M.P.H., District Health Director	404-613-1205	
Signature	Date	

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

Project Implications:

There are no future implications of the item in terms of potential changes in budget, service provision, or County policy/operations

Community Issues/Concerns: [Click here to enter text.](#)

There are no issues/concerns raised by constituents or clients concerning the agenda item

Department Issues/Concerns:

There are no departmental issues or concerns

History of BOC Agenda Item:

Yes, this item has been before the BOC previously.

RENEWAL

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Award Amount	15-0420	5/20/2015	\$134,520.00
Renewal No. 1	16-0232	4/13/2016	\$134,520.00
Renewal No. 2		7/19/2017	\$134,520.00
Total revised Amount			\$403,560.00

Contract & Compliance Information	<i>(Provide Contractor and Subcontractor details.)</i>
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[Click here to enter text.](#)

Contractor Type:		Contact Phone:	
Contractor Status:		Contact Email:	
Contractor Name:	Grady Memorial Hospital Corporation d/b/a Grady Health Systems	Amount:	\$134,520
Address:	80 Jesse Hill Jr. Drive, SE	Percentage:	
City:	Atlanta	Prime Contract Value:	
State:	GA		

Continued

Zip:	30303		
Contact Name:			

Agency Director Approval		County Manager's Approval
Typed Name and Title	Phone	
Signature	Date	
Kathleen E. Toomey, M.D., M.P.H., District Health Director	404-613-1205	

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

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 <i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i> 461-750-RP18-1160, Health and Wellness, Professional Services, \$134,520 (Ryan White).				
Exhibits Attached <i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i> Exhibit 1: Contract Renewal Form Exhibit 2: Contractors Performance Report				
Source of Additional Information <i>(Type Name, Title, Agency and Phone)</i> David Holland, M.D., Chief Clinical Officer CDPB, Health and Wellness, 404-612-2157				

Agency Director Approval		County Manager's Approval
Typed Name and Title Kathleen E. Toomey, M.D., M.P.H., District Health Director	Phone 404-613-1205	
Signature	Date	

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

Procurement**Contract Attached:**

.

Previous Contracts:

.

Solicitation Number:

.

Submitting Agency:

.

Staff Contact:

.

Contact Phone:

.

Description:.**FINANCIAL SUMMARY****Total Contract Value:**

Original Approved Amount: .

Previous Adjustments: .

This Request: .

TOTAL: .

MBE/FBE Participation:

Amount: . %: .

Amount: . %: .

Amount: . %: .

Amount: . %: .

Grant Information Summary:

Amount Requested: \$134,520.00

Match Required: .

Start Date: 7/1/2017

End Date: 2/28/2018

Match Account \$: .

☐

Cash

☐

In-Kind

☐

Approval to Award

☐

Apply & Accept

Funding Line 1:

461-750-RP18-1160

Funding Line 2:

.

Funding Line 3:

.

Funding Line 4:

.

KEY CONTRACT TERMS**Start Date:**

7/1/2017

End Date:

2/28/2018

Cost Adjustment:

.

Renewal/Extension Terms:

.

ROUTING & APPROVALS

(Do not edit below this line)

X	Originating Department:	Toomey, Kathleen	Date: 7/12/2017
X	County Attorney:	Culler, Jennifer	Date: 7/12/2017
.	Purchasing/Contract Compliance:	.	Date: .
X	Finance/Budget Analyst/Grants Admin:	Ash, Angela	Date: 6/29/2017
X	Grants Management:	Ash, Angela	Date: 06/29/2017
X	County Manager:	Anderson, Dick	Date: 7/13/2017



DEPARTMENT OF HEALTH AND WELLNESS

"To Promote, Protect and Assure the Health and Wellness of the People of Fulton County"

Kathleen E. Toomey, M.D., M.P.H. District Health Director

CONTRACT RENEWAL

DEPARTMENT: Health and Wellness

BID/RFP# DESCRIPTION: Clinical Laboratory Services for the Ryan White Program

BID/RFP# NUMBER: N/A

ORIGINAL APPROVAL DATE: May 20, 2015; BOC Item# 15-0420

RENEWAL APPROVAL DATE: April 13, 2016; BOC Item# 16-0232

RENEWAL PERIOD: FROM: July 1, 2017 **TO:** February 28, 2018

RENEWAL OPTIONS: #2 OF 2

NUMBER OF RENEWAL OPTIONS: 0

RENEWAL AMOUNT: \$ 134,520.00 (Lab Services)

COMPANY'S NAME: Grady Memorial Hospital Corporation d/b/a Grady Health Systems

Address: 80 Jesse Hill Jr. Drive SE

City: Atlanta,

State: Georgia

Zip: 30303

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

Name: _____ (Print)
(CEO, President, Vice President or authorized official)

Vendor's Signature _____ Date _____

Attest:

Notary Public: _____

Title: _____ County: _____

Seal (Affix) My Commission Expires: _____

Attest:

FULTON COUNTY

CHAIRMAN, BOARD OF COMMISSIONERS
OF FULTON COUNTY, GEORGIA

Date

CLERK TO THE COMMISSION

Department authorizes renewal option on the aforementioned Bid/RFP:

Department Head: Kathleen Toomey, M.D., M.P.H. (Print)

Department Head Signature _____ Date _____

- *BOC Chairperson signature required on renewals \$ 50,000.00 or more or any Bid/RFP previously approved by the Board of Commissioners of Fulton County.*
- *Renewed/Current Insurance Certificate attached (if required) []*
- *Current Performance and Payment Bonds attached (If required) []*
- *Minimum of three (3) signature pages required*

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DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE				
CONTRACTORS PERFORMANCE REPORT PROFESSIONAL SERVICES				
Report Period Start	Report Period End		Contract Period Start	Contract Period End
1/1/2017	6/29/2017		7/1/2016	6/30/2017
PO Number				PO Date
Department	Health and Wellness			
Bid Number				
Service Commodity				
Contractor	Grady Health Systems			

0 = Unsatisfactory

Achieves contract requirements less than 50% of the time, not responsive, effective and/or efficient, unacceptable delay, incompetence, high degree of customer dissatisfaction.

1 = Poor

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.

2 = Satisfactory

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.

3 = Good

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.

4 = Excellent

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.

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

- ☐ 0
☐ 1
☐ 2
☐ 3
☒ 4

Comments:

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2.

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

- ☐ 0
☐ 1
☐ 2
☐ 3
☒ 4

Comments:

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

- ☐ 0
☐ 1
☐ 2
☐ 3
☒ 4

Comments:

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

- ☐ 0

Comments:

- ☐ 1
☐ 2
☐ 3
☒ 4

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

- ☐ 0
☐ 1
☐ 2
☐ 3
☒ 4

Comments:

Overall Performance Rating:	4.0		
Would you select/recommend this vendor again? (Check box for Yes. Leave Blank for No)		Rating completed by:	
<input checked="" type="radio"/> Yes <input type="radio"/> No			
Department Head Name	Department Head Signature		Date
			6/29/2017



Fulton County Board of Commissioners
Agenda Item Summary

17-0580

BOC Meeting Date
 5/20/2015

Requesting Agency
 Health and Wellness

Commission Districts Affected
 All Districts

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

Request approval by the Board of Commissioners to renew existing contract between Fulton County and Grady Memorial Hospital Corporation, d/b/a Grady Health System (Atlanta, GA) in the amount of \$134,520 to provide clinical laboratory services for the Ryan White Program. This is a (1) one year contract with (2) two renewal options. Effective Dates: 7/1/15-6/30/16

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

All official contracts entered into by the County governing authority with other persons in behalf of the County shall be in writing and entered on its minutes.

Is this Item Goal Related? *(If yes, describe how this action meets the specific Board Focus Area or Goal)*

Yes This contract supports the Department of Health and Wellness services that are in accordance with the Board of Commissioners' goals for Health and Human Services, specifically to coordinate health and social services in collaboration with the justice system and community partners and to provide prevention programs to needy and at-risk populations that enhance the quality of life.

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 Fulton County Department of Health and Wellness (FCDHW) and the Grady Memorial Hospital Corporation, d/b/a Grady Health System (GHS) have been partners in care for many years. This contract will enable the FCDHW to continue to utilize the Grady Memorial Hospital clinical laboratory to perform the laboratory tests, *including complete blood count, T-cell subset, serum chemistry, hepatitis screening, lipid panels and other primary care screenings as appropriate*, needed to evaluate and treat clients seeking health care services.

Clients: The FCDHW Ryan White Program provides outpatient treatment for **HIV positive clients** with CD4 counts greater than 200 cells/ml (a measure of the client's immune status).

Timeframe of services: Effective Dates: 7/1/15–6/30/16 with two renewal options.

Location of Services: Client services will be provided at the Aldredge, College Park, and Adamsville Health Centers (Ryan White Program). Specimens from these health centers will be transported by courier to the Grady Memorial Hospital Laboratory which is located at 80 Jesse Hill Jr. Drive, Atlanta, Georgia 30303.

Purpose:

Ryan White Program – Routine screening and laboratory testing are essential in evaluating and staging HIV

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

disease. If after initial screening, or at some time during their care, the client's CD4 count declines to less than 200 cells/ml, clients are referred to the GHS Infectious Disease Clinic for further outpatient treatment. Utilizing Grady Health System clinical laboratory will eliminate the need for the GHS to repeat such baseline tests if the client is referred there. Also, clients may, as needed, be referred (based on laboratory results) to Grady Memorial Hospital for outpatient specialty consultations or inpatient care as appropriate. This collaborative effort, which results in improved coordination of care for HIV positive clients, has the full support of grant officials.

Performance Measures:**Ryan White****Performance Indicator****Number**

Lab Tests

13, 955 – January 1, 2014– December 2014

Client Visits

10,563 – January 1, 2014– December 2014

Unduplicated Clients

1,668 – January 1, 2014 – December 2014

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Award Amount			\$134,520.00
Total Amount			\$134,520.00

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)

17-0580

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		<i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i>		
Funding Source: 461-750-RP15-1160, Health and Wellness, Professional Services, \$134,520 (Ryan White)				
Exhibits Attached		<i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i>		
Source of Additional Information		<i>(Type Name, Title, Agency and Phone)</i>		

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

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

Continued

Procurement

Contract Attached: Yes	Previous Contracts: No		
Solicitation Number: .	Submitting Agency: Department of Health and Wellness	Staff Contact: Dr. Patrice A. Harris	Contact Phone: 404.613.1205

Description:.**FINANCIAL SUMMARY**

Total Contract Value:	MBE/FBE Participation:
Original Approved Amount: .	Amount: . %: .
Previous Adjustments: .	Amount: . %: .
This Request: \$134,520	Amount: . %: .
TOTAL: \$134,520	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: 461-750-RP15-1160 (Ryan White) - \$134,520	Funding Line 2: .	Funding Line 3: .	Funding Line 4: .
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KEY CONTRACT TERMS

Start Date: 7/1/2015	End Date: 6/30/2016
Cost Adjustment: .	Renewal/Extension Terms: .

ROUTING & APPROVALS

(Do not edit below this line)

X	Originating Department:	McKenna, Matthew	Date: 4/16/2015
.	County Attorney:	.	Date: .
.	Purchasing/Contract Compliance:	.	Date: .
.	Finance/Budget Analyst/Grants Admin:	.	Date: .
.	Grants Management:	.	Date: .
X	County Manager:	Anderson, Dick	Date: 5/14/2015

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE				
CONTRACTORS PERFORMANCE REPORT PROFESSIONAL SERVICES				
Report Period Start	Report Period End		Contract Period Start	Contract Period End
10/1/2014	12/31/2014		7/1/2014	6/30/2015
PO Number				PO Date
1470				9/25/2013
Department	HEALTH AND WELLNESS			
Bid Number				
Service Commodity	Laboratory Services			
Contractor	Grady Laboratory			

- 0 = Unsatisfactory *Achieves contract requirements less than 50% of the time, not responsive, effective and/or efficient, unacceptable delay, incompetence, high degree of customer dissatisfaction.*
- 1 = Poor *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.*
- 2 = Satisfactory *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.*
- 3 = Good *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.*
- 4 = Excellent *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.*

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

Comments:

☐ 0

☐ 1

☐ 2

☒ 3

☐ 4

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

Comments:

☐ 0

☐ 1

☐ 2

☒ 3

☐ 4

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

Comments:

☐ 0

☐ 1

☐ 2

☒ 3

☐ 4

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

Comments:

- ☐ 0
- ☐ 1
- ☐ 2
- ☒ 3
- ☐ 4

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

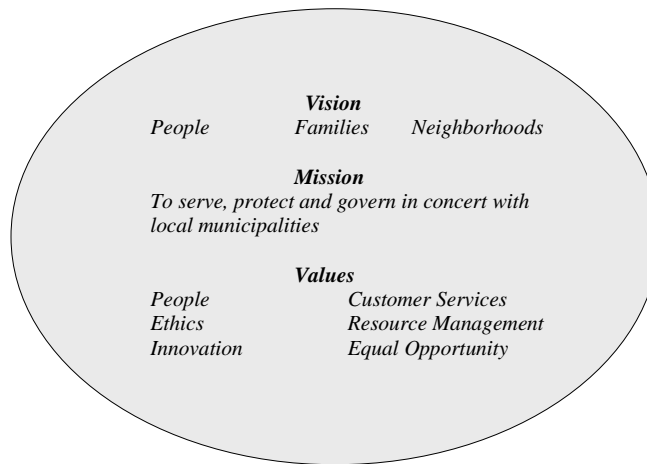
- ☐ 0
- ☐ 1
- ☐ 2
- ☐ 3
- ☒ 4

Comments:

Overall Performance Rating:	3.2		
Would you select/recommend this vendor again? (Check box for Yes. Leave Blank for No)		Rating completed by:	Jennifer Greig
<input checked="" type="radio"/> Yes <input type="radio"/> No			
Department Head Name	Department Head Signature		Date
			3/9/2015



FULTON COUNTY



CONTRACT DOCUMENTS FOR

Fulton-Dekalb Hospital Authority D/B/A Grady Health System

For

DEPARTMENT OF HEALTH AND WELLNESS

Index of Articles

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ARTICLE 5.	<u>SERVICES PROVIDED BY COUNTY</u>
ARTICLE 6.	<u>MODIFICATIONS/CHANGE ORDERS</u>
ARTICLE 7.	<u>SCHEDULE OF WORK</u>
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ARTICLE 40.	<u>WAGE CLAUSE</u>

CONTRACT AGREEMENT

Contractor: *Fulton-Dekalb Hospital Authority d/b/a Grady Health System*

Contract No.: _____

Address: 80 Jesse Hill Jr. Drive
City, State Atlanta, Georgia 30303

Telephone: 404-616-4255

Facsimile:
Contact: Michael Wright
Senior V.P. of Operations

This Agreement made and entered into effective the _____ day of _____, 2015 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **Fulton-Dekalb Hospital Authority, d/b/a Grady Health System** hereinafter referred to as "**Contractor**" authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its ***Department of Health and Wellness*** hereinafter referred to as the "**Department**", desires to retain a qualified and experienced **Contractor** to perform **clinical laboratory services** hereinafter referred to as the "**Project**".

WHEREAS, Contractor has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Contractor agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Contractor, and Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;

- IV. Exhibit B: Special Conditions [where applicable];
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms
- XI. Appendix 1: Policy 800-6, Procedure for Handling Change Orders

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the County's and the Contractor's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the Bid document, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Contractor's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on _____, Item# _____.

ARTICLE 2. SEVERABILITY

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. DESCRIPTION OF PROJECT:

County and Contractor agree the contractor is to perform **clinical laboratory services**; All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. SCOPE OF SERVICES

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services

specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit B, Scope of Services.

ARTICLE 5. **SERVICES PROVIDED BY COUNTY**

Contractor shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit B, Scope of Services, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Contractor in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Contractor may rely upon written consents and approvals signed by County have authorized representative that is consistent with County rules and regulations.

ARTICLE 6. **MODIFICATIONS**

If during the course of performing the Project, County and Contractor agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Policy 800-6, specified in Appendix 1.

ARTICLE 7. **SCHEDULE OF WORK**

Contractor shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Contractor from County. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 8. **CONTRACT TERM**

The term of this contract shall commence from the date of award through June 30, 2013 unless earlier terminated in accordance with the termination provisions of this contract. This contract may be renewed for two (2) successive one (1) year terms ending on June 30th of each year, subject to the funds being allocated for this contract by the Fulton County Board of Commissioners each year, unless notice of non-renewal is delivered to the other party pursuant to the termination provision of the contract. If funds are not allocated or thirty (30) days notice is given, either party may terminate this contract with

or without cause. This contract supersedes any other previous understanding between the parties.

If through any cause, Contractor shall fail to fulfill its obligations under this Contract in a timely and proper fashion or in the event that any of the provisions or stipulations of this Agreement are violated by the Contractor, the County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of its intent to suspend or terminate this Agreement. If this Agreement is terminated pursuant to this paragraph Contractor will be exclusively limited to receiving only the compensation for the work satisfactorily performed up to and including the date of the written termination notice.

Notwithstanding the above provisions the County or the Contractor may terminate this contract at any time for any reason by giving written notice thirty (30) days in advance, by certified mail, return receipt requested, with proper postage prepaid, or by hand delivery, to the other party of the intention to terminate the contract. The termination shall become effective on the 30th day after the date of such written notice. If this Agreement is terminated pursuant to this paragraph, Contractor will be exclusively limited to receiving only the compensation for the work satisfactorily performed up to and including the date of the written termination notice.

The County shall have the right to suspend immediately the Contractor's performance hereunder on an emergency basis whenever necessary in the opinion of the County, to avert a life-threatening situation or other sufficiently serious deficiency.

ARTICLE 9. COMPENSATION

- A. Compensation for work performed by Contractor shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit C, Compensation.
- B. The total amount for the Contract shall not exceed \$134,520.00 which is the full amount for a complete scope of services.

ARTICLE 10. PERSONNEL AND EQUIPMENT

Contractor shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Contractor on all manners pertaining to this contract.

Contractor represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Contractor under his

supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or subcontractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or subcontractors will not be unreasonably withheld by County.

ARTICLE 11. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Contractor, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Contractor must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Contractor will immediately resume performance under this Agreement within 30 days upon notice to resume.

ARTICLE 12. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Department of Health and Wellness designated representative. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Contractor shall be afforded an opportunity to be heard and to

offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the Department of Health and Wellness designated representative.

ARTICLE 13. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit B, Scope of Services and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination.
- (4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement.
- (5) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.

ARTICLE 14. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Contractor. If the

Agreement is terminated for convenience by the County, as provided in this article, Contractor will be paid compensation for those services actually performed, if applicable according to contract terms. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 15. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 16. INDEPENDENT CONTRACTOR

Contractor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Contractor or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 17. RESPONSIBILITY OF CONTRACTOR

Contractor represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Contractor or under the direct supervision of Contractor. All personnel engaged in the Project by Contractor shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Contractor without the prior written consent of the County.

ARTICLE 18. INDEMNIFICATION

Contractor hereby agrees to release, indemnify, defend and hold harmless Fulton 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 Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

These indemnity provisions are for the protection of the County indemnities only and shall not establish, of themselves, any liability to third parties. The provisions of this article shall survive termination of this Agreement.

ARTICLE 19. CONFIDENTIALITY

Contractor agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Contractor pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of County and be delivered to the Department.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this

Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 20. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION

Contractor agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Contractor or any subcontractor is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the Health and Wellness Department. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Contractor shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Contractor and registered in the name of the Health and Wellness Department, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Contractor has pre-existing proprietary rights and/or has otherwise been licensed to Contractor prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Contractor agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County or Grady Health System Laboratory. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 21. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-County fee related to this Agreement

without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 22. INSURANCE

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 23. PROHIBITED INTEREST

Section 21.01 Conflict of interest:

Contractor agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Contractor further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 21.02 Interest of Public Officials:

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 24. SUBCONTRACTING

Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 25. ASSIGNABILITY

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns,

and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 26. ANTI-KICKBACK CLAUSE

Salaries of clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Contractor hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 27. AUDITS AND INSPECTORS

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Contractor's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Contractor. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Contractor's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Contractor. Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Contractor agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 28. ACCOUNTING SYSTEM

Contractor shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Contractor must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 29. VERBAL AGREEMENT

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 30. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Fulton County Office of the County Manager
141 Pryor Street, S.W.
Atlanta, Georgia 30303
Telephone: 404-612-4500
Facsimile:
Attention: Lisa Carter

With copies to:

Dr. Patrice Harris, Director
Fulton County Department of Health and Wellness
99 Jesse Hill Jr., Dr., S.E.
Atlanta, GA 30303
Attention: Director

And:
Office of the County Attorney
Fulton County
141 Pryor Street, S.W.

Atlanta, GA 30303
Attention: Staff Attorney

And:

Fulton County Department of Purchasing
Purchasing Director
130 Peachtree Street, Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-4204
Facsimile: (404) 893-6273
Attention: Felicia Strong-Whitaker, CPPO

And:

Notices to Contractor shall be addressed as follows:

Christopher R. Mosley
Chief Operating Officer
Grady Hospital
80 Jesse Hill Jr. Drive
Atlanta, Georgia 30303
Telephone: 404-616-2245

ARTICLE 31. **JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 32. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Contractor agrees as follows:

Section 30.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 30.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 30.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 33. **FORCE MAJEURE**

Neither County nor Contractor shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 34. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Contractor acknowledges that any documents or computerized data provided to the County by the Contractor may be subject to release to the public. The Contractor also acknowledges that documents and computerized data created or held by the Contractor in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Contractor shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Contractor shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Contractor. The Contractor shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 35. **CONTRACTOR'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT**

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Contractor submit a response to the County promising to provide a certain level of service for the scope of work,

M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Contractor and the County, such that the Contractor's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 36. INVOICING AND PAYMENT

Contractor shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all supporting documentation requested by the County for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Contractor shall submit all original invoices and one (1) copy to:

Dorothy Robinson
Financial Systems Manager
Department of Health and Wellness
137 Peachtree Street, 2nd Floor
Atlanta, Georgia 30303
Telephone: 404-612-1215
Email: dorothy.robinson@fultoncountyga.gov

Attention: Terri Allison, Fiscal Services

Contractor's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Contractor when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

Payment of Sub-consultants/Suppliers: The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Consultant; Release. The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 37. TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE 38. PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

ARTICLE 39. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Contractor for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Contractor in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 40. WAGE CLAUSE

Contractor shall agree that in the performance of this Agreement the Contractor will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

SIGNATURE PAGE TO FOLLOW:

OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

John H. Eaves, Commission Chair
Board of Commissioners

Michael Wright, Senior V.P. of
Operations, Fulton-Dekalb Hospital
Authority, d/b/a Grady Health
System

Nina Lamson
Administrative Director for
Clinical Laboratory & Anatomical &
Anesthesiology Department

ATTEST:

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Patrice A. Harris, M.D.
Director of Health Services

ADDENDA

EXHIBIT A

GENERAL CONDITIONS

NO GENERAL CONDITIONS WERE REQUIRED
FOR THIS CONTRACT

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

Exhibit C
Scope of Work

Grady Health System Laboratory agrees to:

- Provide clinical laboratory services to Ryan White patients by testing specimens collected by the Clinic and delivered to the Grady Health System Laboratory.
- Process specimens with a goal of a 48 hour turnaround time for normal/routine tests. Exceptions will be designated with expected turnaround times defined. Notwithstanding the foregoing, Grady Health System Laboratory shall have no liability to Fulton County or the Clinic if it fails to process the specimens within that time period.
- Provide reports with identification of appropriate County Clinic.
- Provide critical laboratory test results by telephone call to the designated contact person identified by the County.
- Ensure the confidentiality of all tests ordered and test results contained in the laboratory system in the same manner as it protects its own similar confidential information.

The County agrees to:

- Collect the specimens according to the procedures furnished by Grady Health System Laboratory.
- Deliver the specimens on a daily basis according to prearranged times.
- Pick up reports for work performed.
- Request in writing any test not included on the approved list of laboratory tests. The Grady Health System Laboratory will respond in writing with the appropriate charge.

EXHIBIT D

PROJECT DELIVERABLES

Exhibit D
Project Deliverables for Ryan White

List of Laboratory Tests and Projected Number

Serial Number	Type of Tests	Projected Annual Quantity
1	Chem Panel – 14	2000
2	Uric Acid	2000
3	Cholesterol	2000
4	Triglycerides	2000
5	Globulin	2000
6	A/G Ratio	2000
7	Indirect Bilirubin	2000
8	Phosphorous	2000
9	GGT	2000
10	Iron	2000
11	LDL/Cholesterol	2000
12	B/C Ratio	2000
13	T-Cell Subset	1500
14	Toxoplasma	300
15	Urine Analysis	200
16	Urine Drug Screen	60
17	Hepatitis C	450
18	Stool Culture	10
19	Thyroid	
20	Amylase	15
21	Testosterone-Free and Total	10
22	Valproic Acid	1
23	PSA	1000
24	Lithium	4
25	C. Difficile	3
26	Giardia	4
27	Ferritin	3
28	Ova & Parasites	4
29	Culture and Sensitivity	4
30	Cryptococcal Antigens	3
31	Serum 200Pregnancy Test	1
32	Wound Culture	2
33	Throat Culture	2
34	CBC with Differential	1900

35	CBC with Differential and Retic	100
36	Cryptosporidium	10
37	Serum B12/Folate	4
38	Qualitative PCR	5
39	HCV Quant RNA	400
40	2° Glucose Tolerance Test	200
41	24° Urine for Protein Creatinine, Creat CLR	30
42	A1C	350
43	C-Reactive Protein (CRP)	100
44	Spot Urine ACR	200
45	LH/FSH	100
46	Ionized CA ⁺⁺	30
47	CA125	20

Special requests will be made occasionally for which appropriate charge will be paid after appropriate approval in writing.

EXHIBIT E

COMPENSATION

Exhibit E
COMPENSATION

Fulton County agrees to reimburse Grady Health System Laboratory for its services in the amount of \$134,520.00 for laboratory tests. Separate payments will be made monthly in the amount of \$11,210.00. Payments shall commence upon receipt of initial invoice. Payment is due within 15 days of receipt of the invoice. Grady Health System Laboratory reserves the right to stop performance if not paid 30 days after the receipt of the invoice. Late payments will be subject to 18% annual interest rate, and will be accrued daily.

Nothing in this contract shall be construed to prohibit Grady Health System Laboratory from increasing its fees associated with its performance of this contract, so long as thirty (30) days notice is provided to Fulton County. Fulton County agrees to reimburse Grady Health System at the increase rate.

Fulton County agrees that any test exceeding the projected quantity by 5% will be billed at the Federal Allowable Rate in effect at the time the test is performed, discounted 25%. This amount will be billable at the point in time when the tests exceed the projected quantity. Fulton County agrees to pay such amounts within 30 days after the invoice date.

Grady Health System Laboratory agrees to send an invoice to the County on a monthly basis by the 15th of the following month. The invoice will include client name and test item description, and will be divided by clinical program. Grady Health System agrees to provide a summary report each month which lists the number of tests performed per month, by test type and clinical program.

EXHIBIT F

PURCHASING FORMS

PURCHASING FORMS WERE
NOT REQUIRED FOR THIS CONTRACT

EXHIBIT G

**OFFICE OF CONTRACT
COMPLIANCE FORMS**

COMPLIANCE FORMS WERE
NOT REQUIRED FOR THIS CONTRACT

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS

INSURANCE AND RISK MANAGEMENT FORMS WERE
NOT REQUIRED FOR THIS CONTRACT

APPENDIX 1

POLICY 800-6, PROCEDURES FOR HANDLING CHANGE ORDERS



POLICY AND PROCEDURE

SUBJECT: Procedures for Handling Change Orders

DATE: September 19, 2001

A. STATEMENT OF POLICY:

Fulton County is committed to a policy of open, non-discriminatory and competitive purchasing. When circumstances arise after award of a contract, requiring modification of that contract, such modification will be accomplished in accordance with this Change Order Policy and Procedure, to achieve the following goals:

- (1) Ensure that Fulton County does not pay more than is necessary to complete the contract;
- (2) Preclude a contractor from tendering the lowest bid and then increasing the cost of the contract through the change order process;
- (3) Ensure that the terms and conditions upon which the contract was awarded are met throughout the term of the contract, including any and all change orders;
- (4) Ensure that the change order procedure is not used to bypass the competitive bidding process; and
- (5) Ensure that change orders are not used for work that is independent of and outside the scope of the original contract.

B. BACKGROUND:

A change order is a written order from Fulton County to a contractor, directing a change within the scope of the contract and necessary for completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract. A change is within the scope of a contract if it concerns the work required by the original contract documents and any subsequent change orders approved to accomplish the intent of the project as described in the solicitation documents.

A contractor is any person or entity, whether designated as a contractor, vendor, consultant or by any other title, having a contractual relationship with Fulton County. In Fulton County, except as otherwise provided in this Policy and Procedure, change orders shall be effected only through a written, bilateral agreement (Modification) between the County, acting through its Board of Commissioners, and the contractor. The Modification modifies the contract and will specify all changes to the contract and the costs thereof.

C. JUSTIFICATION FOR CHANGE ORDERS:

Change orders are authorized only for the following reasons:

- (1) Situations creating an immediate need to protect the public health, safety or welfare;
- (2) Corrections of deficiencies in design or construction documents provided by architects or engineers other than the contractor;
- (3) Changes in applicable laws or regulations, or changes that result from public participation when such participation is mandated by laws or regulations;
- (4) Concealed conditions, differing site conditions or abnormal inclement weather;
- (5) Owner requested changes within the scope of the original contract. Such changes may include: deductive change orders and accommodation of value engineering and administrative matters such as closeout change orders for unit price contracts, deductions for approved material substitutions and administrative no-cost change orders.

D. CHANGE ORDER AUTHORITY: Except as otherwise provided in this procedure, change orders may be approved only by the Board of Commissioners of Fulton County. Such approval shall be demonstrated by a formal vote on the Contract Modification.

E. CHANGE ORDER PROCEDURE: The ordinary sequence of a change order is as follows:

- (1) Need for contract change is identified.
- (2) Contractor is requested to propose price for change and if necessary, schedule changes.
- (3) Contractor and County negotiate price and scope of change.
- (4) Agreement between County and contractor for change is clearly defined in a written Modification.

- (5) Contractor signs Modification and returns it to County.
- (6) Modification is submitted to Board of Commissioners for approval and signature.

Circumstances may alter this general description of change order procedure. The administrative actions necessary to accomplish a change order are described in Section "F" of this Policy and Procedure.

F. ADMINISTRATIVE ACTIONS: Department heads have primary responsibility for completion of the administrative steps necessary to complete a change order. Such responsibility may be exercised through designees and in consultation with other interested departments. Except for change orders falling under Section G, the following regular administrative procedures will govern all change orders:

- (1) The department head will confirm the necessity for and the appropriateness of a change order under this procedure.
- (2) The department head will submit to the contractor a written description of the proposed change and request that the contractor submit a cost proposal. The written description must provide sufficient details of the change to permit the contractor to submit a realistic price.
- (3) The department head, in conjunction with the Purchasing Agent, shall review the cost proposal for general reasonableness and compliance with applicable County purchasing policies.
- (4) If appropriate and necessary, the department head may negotiate the cost and scope of the proposed change with the contractor.
- (5) If agreement is reached with the contractor, the terms of the agreement shall be reduced to a written Contract Modification suitable for execution by the contractor and Fulton County. The Modification shall clearly describe the changes to the contract, including any changes to the schedule and the obligations of the parties. The Modification also shall clearly describe all elements of the cost of the changes, all previous change orders and the total change to the contract cost.
- (6) The department head shall submit the proposed Modification to the County Attorney for preliminary review, and to the Purchasing Agent, the Director of Finance and the Director of Contract Compliance for their review. The department head shall attach to the Modification, the documents listed in Attachment 1 to this Procedure. When change order packages are submitted to the County Attorney's Office for review, the original contract and all previous change orders must be attached.

- (7) Upon completion of the reviews, the department head shall make such changes to the proposed Modification and related documents as necessary and then shall submit five copies of the Modification to the contractor for execution.
- (8) The Modification, as executed by the contractor, the explanatory memorandum and the Uniform Contract/Purchasing Sign-Off Sheet (Sign-Off Sheet) shall be submitted to the County Attorney's Office for final review, to include review of the formalities of execution by the contractor.
- (9) The Modification and accompanying documentation shall be submitted to the County Manager for approval and placement on the Board of Commissioners' agenda. The County Manager shall ensure that all required reviews have been completed and that all necessary documents are attached to the Modification. However, the County Manager may disapprove a change order and return it to the department head to have the work procured through the competitive process.
- (10) Following approval by the Board of Commissioners and receipt of the approval letter from the County Manager, the user department shall forward the originals (with a copy of the approval letter and the routing sheet) to the County Manager for execution. The County Manager shall forward the documents to the Chairman's Office for his/her signature. The Chairman's Office shall forward the documents to the Clerk to the Commission for his/her signature. The Clerk's Office shall retain one original for the file designated by the Board of Commissioners for filing contracts and making them available for public inspection, and shall forward one original to Purchasing and the remainder of the documents to the user department.
- (11) The user department shall distribute copies of the approved and signed Modifications as set out in Section H. The Purchasing Agent shall issue any necessary purchase order modifications to the contractor and the department concerned, and the department head shall issue to the contractor any necessary notices to proceed.

G. COUNTY MANAGER'S AUTHORITY: In the following described situations, the County Manager is authorized to approve change orders and authorize the commencement of work pursuant to such change orders, subject to ratification by the Board of Commissioners. The Board of Commissioners will not withhold ratification unless there is credible evidence showing that the contractor induced or procured the change order by fraud.

(1) Change orders less than 10% of original contract amount:

- (a) The County Manager is authorized to approve change orders having a total cost that is less than 10% of the original contract cost. A change order may be approved under this procedure if its cost, when combined

with that of all previous change orders to the same contract, is an amount less than 10% of the original contract cost. The County Manager may decline to exercise this authority and return change orders for processing through the regular change order procedure, or may direct that the work be procured through the competitive process.

- (b) Change orders submitted under this authority shall be processed according to the regular administrative procedure described in the preceding Section F, up through Step (8).

The procedure thereafter shall be as follows, substituting the numbered steps below:

- (9) The Modification and required documentation shall be submitted to the County Manager for approval. The County Manager shall review the documents for compliance with this Policy and Procedure and the completion of all required reviews. The County Manager may decline to exercise the authority to approve the change order and may either submit it to the Board of Commissioners under the regular administrative procedure or return it to the department head to procure the work through the competitive process.
- (10) The County Manager shall document approval of the change order by signature on the Sign-Off Sheet and shall notify the user department and the Purchasing Agent of such approval. The department head and the Purchasing Agent shall issue any necessary notices to proceed and purchase order amendments. Work may proceed upon approval by the County Manager.
- (11) Not more than sixty (60) days following approval of a change order under this authority, the County Manager shall have it spread on the minutes by placing it on the consent agenda and subsequently obtaining the signature of the Chairman of the Board of Commissioners on the Modification. The user department shall distribute copies of the executed Modification as stipulated under the regular procedure.

(2) Extraordinary Circumstances:

- (a) The County Manager is authorized to approve change orders regardless of the amount when due to extraordinary circumstances, work must be implemented before the Board of Commissioners can act. The County Manager may decline to exercise the authority granted hereunder and may require that the change order be submitted under the regular procedure, or he/she may direct that the work be procured through the competitive process.

- (b) The authority granted in this section may be exercised when immediate action must be taken to protect the County's interests, and only under the following circumstances (in addition to meeting the requirements of Section C):
 - (i) Threat to public health, welfare or safety; or
 - (ii) Threat of litigation when it appears likely that litigation will be commenced and that Fulton County's legal position may be compromised by delay in implementing the change order. Change orders citing this circumstance must be approved by the Office of the County Attorney; or
 - (iii) Loss of substantial resources due to delay, including delay to critical path schedule.
- (c) Department heads proceeding under this authority must comply with as much of the procedure set out in Section G (1) as the situation will permit.
- (d) At a minimum, the following procedures must be observed:
 - (i) The contractor shall execute a written contract Modification that clearly describes the work to be done and its cost. If costs cannot be fully detailed due to the exigencies of the situation, the Modification must set out a maximum cost and state that the cost will be definitized in a final change order.
 - (ii) The department head shall obtain the approval of the Purchasing Agent, prior to submitting the change order to the County Manager.
 - (iii) The work may proceed upon approval by the County Manager. The department head shall prepare all other documentation normally required for a change order, including completion of the Sign-Off Sheet.
 - (iv) Not later than sixty (60) days following approval of the change order, the County Manager shall place the change order on the consent agenda.
 - (v) In cases of change orders without definitized costs under Subsection (i) above, the department head shall commence processing a final change order as soon as circumstances permit.