

1 A RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS
2 AUTHORIZING A MEDICAL CONTRACT FOR SERVICES AGREEMENT
3 (“AGREEMENT”) BETWEEN FULTON COUNTY, GEORGIA AND MOREHOUSE
4 SCHOOL OF MEDICINE TO PROVIDE HEALTH CARE SERVICES FOR CENTRAL
5 AND SOUTH FULTON COUNTY; AUTHORIZING THE CHAIRMAN TO EXECUTE THE
6 AGREEMENT; AUTHORIZING THE COUNTY ATTORNEY TO APPROVE THE
7 AGREEMENT AS TO FORM AND TO MAKE NECESSARY CHANGES THERETO
8 PRIOR TO EXECUTION; AND FOR OTHER PURPOSES.

9 **WHEREAS**, as detailed to the Board of Commissioners in a presentation at its
10 regular public meeting on April 12, 2023, there exists a “health care desert” in the central
11 and southern parts of Fulton County, Georgia; and

12 **WHEREAS**, according to health.com and other sources, a “health care desert” is
13 a geographical area where the citizens do not have nearby access to health care, which
14 impacts their health outcomes and quality of life; and

15 **WHEREAS**, these health care deserts disproportionately impact people of color,
16 with these areas in Fulton County located primarily in Black-majority census tracts; and

17 **WHEREAS**, the BOC passed Resolution 22-0830 on November 2, 2022, to
18 Declare a Healthcare Emergency in Fulton County, Georgia because of (a) the lack of
19 health care and other medical providers and the closure of the Wellstar Atlanta Medical
20 Center, and (b) to urge the Fulton County Board of Health to declare a State of Emergency
21 and to develop a plan to address the impacts of the Health Care Desert in South Fulton
22 County, among other things; and

23 **WHEREAS**, as part of its official functions, the Board of Commissioners is
24 authorized to exercise the power of taxation pursuant to Art. IX, Section IV., Par. I of the
25 Constitution of the State of Georgia of 1983, and to expend such funds raised by the

1 exercise of said powers for public purposes as declared in Art. IX, Section IV., Par. II of
2 the Constitution; and

3 **WHEREAS**, Fulton County Code of Laws (“FCC”) § 1-117 give the Board of
4 Commissioners exclusive authority over the affairs of the County, and the Board of
5 Commissioners is authorized, pursuant to O.C.G.A. § 36-1-19.1, to fund programs for
6 purely charitable purposes in the form of contracts for services; and

7 **WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, “purely charitable purposes” shall
8 mean charitable, benevolent, or philanthropic purposes for health, education, social
9 welfare, arts and humanities, or environmental organizations; and

10 **WHEREAS**, the mission of Morehouse School of Medicine is to “Improve the health
11 and well-being of individuals and communities; Increase the diversity of the health
12 professional and scientific workforce; [and] Address primary health care through programs
13 in education, research, and service, with emphasis on people of color and the
14 underserved urban and rural populations in Georgia, the nation, and the world”; and

15 **WHEREAS**, Morehouse Healthcare, the clinical arm of Morehouse School of
16 Medicine, seeks to fill the medical void created by the departure of the Wellstar facilities
17 in the region through the use of a location called Buggy Works office park in East Point,
18 Georgia, but requires financial support to do so; and

19 **WHEREAS**, the Buggy Works office park location is in close proximity to the health
20 care desert, and from which, Morehouse School of Medicine is uniquely positioned to
21 provide a broad spectrum of health care services across multiple underserved zip codes
22 in the central and south Fulton areas, including but not limited to providing primary care
23 services with extended hours and outpatient behavioral health services; and

1 **WHEREAS**, the Board of Commissioners desires to partner with Morehouse
2 School of Medicine to make the Buggy Works project successful by bringing crucially
3 needed health care services to the citizens in the central and south Fulton areas; and

4 **WHEREAS**, the Board of Commissioners finds that entering into the Agreement
5 with Morehouse School of Medicine to provide initial capital and ongoing operational
6 support to Morehouse School of Medicine for the Buggy Works clinic is in the best interest
7 of all of the citizens of Fulton County.

8 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
9 approves the Agreement between Fulton County, Georgia and Morehouse School of
10 Medicine to provide health care services to the citizens of Fulton County, Georgia, and in
11 particular the indigent populations and other citizens of central and south Fulton areas
12 who currently live in a health care desert.

13 **BE IT FURTHER RESOLVED**, that the Chairman is hereby authorized to execute
14 the Agreement and related documents after review and finalization by the County
15 Attorney and the County Manager.

16 **BE IT FURTHER RESOLVED**, that the County Attorney is hereby authorized to
17 approve the Agreement as to form and to make modifications thereto that are necessary
18 to protect the County's interests prior to execution by the Chairman.

19 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective upon its
20 adoption, and that all resolutions and parts of resolutions in conflict with this Resolution
21 are hereby repealed to the extent of the conflict.

22 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
23 Georgia, this 19th day of April, 2023.

24

FULTON COUNTY BOARD OF COMMISSIONERS

Sponsored By:

Robert L. Pitts

Robert L. Pitts, Chairman

Co-Sponsored By:

Dana Barrett

Dana Barrett, Commissioner, District 3

Co-Sponsored By:

Natalie Hall

Natalie Hall, Commissioner, District 4

Co-Sponsored By:

Marvin S. Arrington, Jr.

Marvin S. Arrington, Jr., Commissioner, District 5

Co-Sponsored By:

Khadijah Abdur-Rahman

Khadijah Abdur-Rahman, Commissioner, District 6

ATTEST:

Tonya R. Grier

Tonya R. Grier
Clerk to the Commission



APPROVED AS TO FORM:

Y. Soo Jo

Y. Soo Jo
County Attorney

MEMORANDUM OF UNDERSTANDING

Service Provider: **The Morehouse Healthcare, Inc.**

Address: 720 West View Drive SW
City, State Atlanta GA 30310-1495

Telephone: 404 752 1495

Email: ecrook@msm.edu

Contact: Errol Crook, MD, CMO, Morehouse Health Care

This Memorandum of Understanding (“MOU” or “Agreement”) is made and entered into effective the ____ day of 2023 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the state of Georgia hereinafter referred to as “**Fulton County**”, and **The Morehouse Healthcare, Inc.**, hereinafter referred to as “**MHC**”, a nonprofit, tax exempt 501(c)(3) agency within the state of Georgia (hereinafter collectively referred to as the “Parties”).

WITNESSETH

WHEREAS, as part of its official functions, Fulton County is authorized to exercise the power of taxation pursuant to Art. IX, Section IV., Par. I of the Constitution of the State of Georgia of 1983, and to expend such funds raised by the exercise of said powers for public purposes as declared in Art. IX, Section IV., Par. II of the Constitution; and

WHEREAS, Fulton County Code of Laws (“FCC”) § 1-117 give the Board of Commissioners exclusive authority over the affairs of the County, and the Board of Commissioners is authorized, pursuant to O.C.G.A. § 36-1-19.1, to fund programs for purely charitable purposes in the form of contracts for services; and

WHEREAS, pursuant to O.C.G.A. § 36-1-19.1, “purely charitable purposes” shall mean charitable, benevolent, or philanthropic purposes for health, education, social welfare, arts and humanities, or environmental organizations; and

WHEREAS, although often concentrated in rural areas, “health care deserts,” where the citizens do not have nearby access to health care, which impacts their health outcomes and quality of life, also exist in urban and suburban areas, particularly in Black-majority census tracts; and

WHEREAS, studies conducted on behalf of Fulton County show that populations with medical, social, economic and housing disparities are concentrated in south and central Fulton County; and

WHEREAS, Fulton County desires to ensure enhanced access to quality health care services for its citizens in the central and southern part of Fulton County, which has been demonstrated to be a “health care desert”; and

WHEREAS, MHC seeks to locate certain services in the southern part of Fulton County to provide needed medical services and access to care; and

WHEREAS, the Parties desire to cooperate to bring certain health care services to the areas in need in a manner that provides effective care and is financially sound for the continued success of the endeavor for MHC and Fulton County citizens; and

WHEREAS, MHC has identified the property located at 1513 E. Cleveland Avenue, East Point, Georgia and known as Buggy Works (hereinafter “Buggy Works” or the “Facility” or MHC Eastpoint Campus) as being suitable to provide the health care services under this Agreement; and

WHEREAS, the Parties agree that financial assistance from Fulton County to MHC for the purposes of paying certain portions of MHC’s capital costs, along with financial support to aid the daily operation of said facility, is necessary to make Buggy Works usable for its intended purposes including the provision of medical and related health care and social welfare services to residents who receive Medicaid, and/or are uninsured or underinsured; and

WHEREAS, the Parties desire to enter into this Agreement to establish joint goals and objectives for ongoing collaboration between Fulton County and MHC in support of their respective missions to improve access and quality of health care services (hereinafter, “Services”) for the citizens residing in the southern part of Fulton County; and

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

ARTICLE 1. SCOPE OF SERVICES

MHC agrees to:

1. PROVIDE SERVICES:

- a. Acquire or let and secure the Facility by July 31, 2023, to begin performance of the Services by October 31, 2023.
- b. Offer holistic health care Services for Fulton County’s insured, underinsured, and uninsured residents including but not limited to those traditionally provided or deemed necessary and appropriate for:
 - i. a primary care clinic with weekend and extended hours and wrap around services;
 - ii. behavioral health screening capabilities and referrals to appropriate care;
 - iii. preventive medicine; and

- iv. detection and management of chronic disease with special emphasis on those conditions noted to be prevalent in zip codes 30310, 30311, 30315, 30344, 30312, 30324, 30342, 30331, 30354, 30349, 30291, and 30296; and
- c. Provide a private and safe area on-site to conduct the Services;
- d. Provide telehealth capabilities when appropriate and helpful for patient care;
- e. Provide professional medical staff and assistants to carry out the Services and other related tasks, including use of multidisciplinary teams including, but not limited to, physicians, behavioral health specialists, Licensed Practical Nurses, Physicians Assistants and Community Health Workers;
- f. Ensure an upward trend in staffing of the facility, increasing provider productivity, ensuring competitive salaries, and maintaining consistent professional services as specified in the charts attached hereto at Exhibit A;
- g. Secure/contact/provide medical professionals/practitioners and/or off-site organizations to aid in providing the Services on site or within the same geographical area where possible;
- h. Provide easily accessible space within the building for use by community partners and to support partner services on site;
- i. Compensate the medical staff/practitioners for Services rendered;
- j. Provide and maintain equipment necessary to conduct on-site Services;
- k. Follow policies and procedures regarding incidents and abuse and complaint resolution processes;
- l. Provide annual reports to Fulton County describing activities and outcomes over the preceding year and the plans for upcoming years, along with monthly progress reports during the first 24 months of the contract; and thereafter as reasonably requested by the County. Such reports shall provide, at a minimum, (1) an accounting of the expenditure of County funding over the relevant period, (2) a report on the staffing components at Buggy Works, including the full-time and part-time equivalents for each category of personnel and service provided, (3) a de-identified accounting of the percentage and numbers of clients seen at Buggy Works in each of the following categories: (i) those who reside in Fulton County, (ii) those who receive Medicaid, are uninsured or are underinsured, and (iii) categories of services utilized by the patients; (4) profits and losses; (5) health outcomes charted; and (6) a listing of partner organizations engaged;
- m. Utilize Community Health Workers to provide culturally appropriate health education and care navigation to increase use of health services, assist with compliance to health recommendations and to facilitate linkages to community-based services.

- n. Target advertisement and outreach to the medically underserved populations in zip codes 30310, 30311, 30315, 30344, 30312, 30324, 30342, 30331, 30354, 30349, 30291, and 30296;
- o. Conduct market research to determine future needs and additional locations;
- p. Target a decreased percentage of annual subsidy from the County over time based on performance and billing; and
- q. Ensure and understand there will be no more funding from Fulton County for equipment after the initial twelve months, but that MHC may make equipment purchases financed by Fulton County during the first 18 months of the Agreement.

2. *STRIVE TO IMPACT HEALTH OUTCOMES*

All Services supported by Fulton County will be designed to positively impact the health outcomes for citizens in the central and south Fulton areas, including but not limited to:

- a. Eventually serving up to a minimum of 7,500 un-duplicated patients; with a target of 20,000 visits per year;
- b. Decreasing potentially preventable Emergency Room Visits;
- c. Decreasing potentially preventable hospitalizations; and
- d. Improving the HEDIS (Healthcare Effectiveness Data and Information Set) standardized performance measures developed by the National Committee for Quality Assurance (NCQA) to objectively measure, report, and compare quality in the following areas:
 - Adult Preventative Health
 - Behavioral Health
 - Cardiovascular Health
 - Diabetes
 - Maternal Health
 - Utilization/Access

ARTICLE 2. **NO THIRD PARTY BENEFICIARY**

This Agreement is not intended to create any rights, interests, or benefits in third parties.

ARTICLE 3. PROGRAM REPRESENTATIVE

Fulton County will appoint in writing a Fulton County authorized Program Representative who shall coordinate the Services and other matters arising out of the work to be performed under this Agreement with MHC. Fulton County's Program Representative shall have complete authority to transmit instructions, receive information, and define Fulton County rules and policies that apply, which are in fact consistent with Fulton County rules and regulations. MHC may rely upon written consents and approvals signed by the Fulton County's Program Representative that are consistent with Fulton County rules and regulations.

ARTICLE 4. AMENDMENT, SUBCONTRACTING, AND ASSIGNMENT

This Agreement shall not be assigned, subcontracted, or amended without the prior express written approval of the Parties.

ARTICLE 5. CONTRACT TERM

This Agreement will be effective upon approval by the Board of Commissioners and end on December 31, 2023, unless earlier terminated in accordance with termination provisions of this Agreement or renewed by the parties as defined herein. This Agreement shall automatically renew for four (4) successive one (1) year terms ending on December 31 each year, subject to appropriation of funding and receipt of satisfactory reporting provided by MHC each year as provided in this Agreement and as may be reasonably requested from time to time by Fulton County. If funding is not appropriated for any year in which the Agreement is renewed, the Agreement shall end on December 31 of the last year in which it was renewed, and in which funds were duly appropriated.

ARTICLE 6. COMPENSATION AND/OR CONTRIBUTION

Upon approval of this Agreement, Fulton County shall provide to MHC \$1,593,607.00 as a one-time payment to be used by MHC for capital improvements to make Buggy Works fully operational to provide the contracted for Services. Fulton County shall additionally provide annual support to MHC to be used for operational purposes related to the establishment and provision of Services to underserved residents of the County at Buggy Works in the following amounts, to be paid in equal monthly installments: \$1,555,891.00 in FY 2023; \$1,947,260.00 in FY 2024; \$1,804,393.00 in FY 2025; \$1,683,825.00 in FY 2026; and \$1,426,667.00 in FY 2027. Each such payment is full payment for a complete scope of services for that calendar year. Any future capital or operational funding by Fulton County will require separate approval by the Board of Commissioners, at its sole discretion.

MHC shall reasonably pursue—available State and Federal grants to offset the County's contribution; and will report on such efforts. If such grants are received, or if Medicaid Expansion occurs in the State of Georgia the parties will revisit all the underlying financial assumptions and commitments; within 30 days of any such event.

MHC will return all funds to the County utilized for equipment purchased with County funds that is not fully depreciated after the first five (5) years of the agreement, in the proportion of the unrealized depreciation. This provision shall survive the termination of this Agreement.

ARTICLE 7. COMPLIANCE WITH FEDERAL REQUIREMENTS

If applicable, MHC shall comply with all federal requirements that apply to it as a subcontractor/subrecipient of federal grant funds, including but not limited to 45 C.F.R. Part 75 and 2 C.F.R. Part 200, which are incorporated herein. MHC shall provide timely reporting to Fulton County in accordance with all grant requirements, and upon any reasonable request from Fulton County. MHC acknowledges and agrees that all requirements accruing to Fulton County through the federal grant through which this Agreement is funded shall and do flow down to MHC, and MHC shall ensure its compliance and the compliance of any or all of its subrecipients and subcontractors with such requirements.

ARTICLE 8. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, shall be decided by the Program Representative for Fulton County. When presented with a written Notice of Dispute from MHC, the Program Representative shall decide the matter, reduce the decision to writing, and mail or otherwise furnish a copy thereof to MHC within 30 days of receiving the Notice of Dispute. MHC shall have 30 days from date the decision is sent to appeal the decision to the Fulton County Manager or his/her designee by mailing or otherwise furnishing to the County Manager or designee a copy of the written appeal. In the event the Program Representative fails to provide a decision to MHC within 30 days of receiving the Notice of Dispute, MHC may appeal to the County Manager within 30 days after the expiration of the Program Representative's deadline. The decision of the County Manager or designee for the determination of such appeal shall be a final and conclusive action of Fulton County. Pending any final decision of a dispute hereunder, MHC shall proceed diligently with performance of the Agreement and in accordance with the decision of the Program Representative. Nothing herein shall be construed to prohibit or waive the legal remedies available to the Parties at law.

ARTICLE 9. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either Fulton County or MHC may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement, and the default is not cured within 30 days of the written notice required in this section. Any party seeking to terminate this Agreement is required to give ninety (90) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by U.S. Mail, electronic mail, hand delivery or by commercial delivery service with receipt for delivery returned to the sender.

- (3) If Fulton County is the terminating party, MHC shall be entitled to receive compensation for any satisfactory work completed as reasonably determined by the Fulton County. If MHC is the terminating party, it shall return to Fulton County any unspent or unencumbered funds provided by Fulton County for the fiscal year funded. For purposes of this part, unspent or unencumbered means services that have not yet been performed that require payment or goods not ordered.
- (4) Whether or not MHC's right to proceed with the Services has been terminated, MHC shall be liable for any damage to Fulton County resulting from MHC'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 Fulton County obtaining the Services of another provider to complete the Services for the remainder of the fiscal year.

If, after termination, it is determined that MHC 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 Fulton County.

ARTICLE 10. TERMINATION FOR CONVENIENCE OF COUNTY

Notwithstanding any other provisions, Fulton County may terminate this Agreement for its convenience at any time with ninety (90) days advance written notice to MHC. If the Agreement is terminated for convenience by Fulton County, as provided in this article, MHC will be paid compensation for those portions of the Services actually performed. Partially completed tasks will be compensated for based upon Fulton County's agreement on the completion of specific items, which shall be proffered by MHC on a signed statement of completion, and which shall itemize each task or element and briefly state what work has been completed and what work remains to be done.

ARTICLE 11. 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 12. INDEPENDENT CONTRACTOR

Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between Fulton County and MHC. Under no circumstances shall MHC, its directors, officers, employees, agents, successors, subcontractors or assigns, be deemed employees, agents, partners, successors, assigns or legal representatives of Fulton County. At all times during its performance hereunder, MHC shall be considered as an independent contractor and shall not become or be deemed to be an agent, servant, or employee of Fulton County. MHC acknowledges that any and all individuals supplied hereunder to provide the Services required of MHC shall be employees, contractors, or agents of MHC. As between MHC and Fulton County, MHC will be responsible for all FICA, Federal, and State withholding taxes and worker's

compensation coverage, and for any and all employment benefits due employees, contractors, or agents of MHC.

ARTICLE 13. TAXES

MHC shall pay all applicable 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 MHC 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 at the time of the bid. MHC shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for inspection and copying. MHC shall make reasonable efforts to obtain tax exemptions which may be applicable and shall timely request from Fulton County such documents and information as may be necessary to obtain such tax exemptions. Fulton County shall have no liability to MHC for payment of any tax from which it is exempt.

ARTICLE 14. PROFESSIONAL RESPONSIBILITY

The Services required hereunder will be performed by the Parties who shall be and remain fully qualified and shall be authorized or permitted under applicable Federal, 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 MHC without the prior written consent of Fulton County, which shall not unreasonably be withheld.

ARTICLE 15. INSURANCE

Prior to entering into this Agreement, MHC shall provide Fulton County with a Certificate of Insurance which demonstrates MHC's insurance coverages in the following amounts:

(1) workers compensation insurance as required by state law with employers' liability insurance limits of not less than One Million Dollars (\$1,000,000.00) each accident/policy limit/each employee;

(2) comprehensive general liability insurance, including contractual liability insurance, bodily injury, property damage, products and completed operations, personal and advertising injury, and any other type of liability to which this Agreement/MOU shall apply with limits of liability of not less than One Million Dollars (\$1,000,000.00) each occurrence / Two Million Dollars (\$2,000,000.00) policy aggregate;

(3) commercial auto liability insurance with a policy limit of not less than One Million Dollars (\$1,000,000.00) aggregate limit for bodily injury, property damage, including any owned, non-owned, and hired auto liability coverage for such vehicles;

(4) professional (medical malpractice) liability insurance with policy limits of not less than Two Million Dollars (\$2,000,000.00) per claim/occurrence and policy aggregate. Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during the three (3) year term, MHC shall procure and evidence full Extended Reporting Period (ERP) coverage.

Such Certificates of Insurance are to list Fulton County as an Additional Insured (except for Workers Compensation and Professional Liability). MHC is obligated and shall keep insurance policies in force and effect throughout the term of this Agreement, which meet the above requirements. The obligations for MHC to procure and maintain insurance shall not be construed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve MHC from any liability incurred as a result of their activities/operations in conjunction with this Agreement.

MHC shall send Fulton County a copy of its Certificates of Insurance upon each annual renewal of the policy and shall provide written notice to Fulton County immediately when and if it becomes aware of or receives notice from any insurance broker or company that coverage afforded under such policy or policies shall expire, be cancelled or altered. MHC's insurance shall apply as primary insurance before any other insurance or self-insurance, including deductibles, shall be non-contributory, and shall include a waiver of subrogation provided in favor of Fulton County.

ARTICLE 16. INDEMNIFICATION AND DEFENSE

MHC hereby agrees to defend, indemnify and hold harmless Fulton County, except for gross negligence of Fulton County, along with its officials, officers, employees, 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 MHC, its directors, officers, employees, subcontractors, successors, assigns or agents of MHC or otherwise in connection with its acceptance, or the performance, or nonperformance, of its obligations under this agreement.

MHC further agrees to indemnify, defend, and hold harmless Fulton County, except for gross negligence of Fulton County, its 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 MHC. These indemnities shall not be limited by reason of the listing of any insurance coverage.

The provisions of this Article, expressly including indemnification, survive the expiration or earlier termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of MHC. Notwithstanding anything herein nothing shall be considered or construed as a waiver of the County's sovereign immunity or the wavier of any governmental immunity available to its officers, officials, or employees.

ARTICLE 17. VERBAL AGREEMENT

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

ARTICLE 18. NOTICES

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

Notice to Fulton County, shall be addressed as follows:

Office of the County Manager
141 Pryor Street, Suite 1062
Atlanta, Georgia 30303
ATTN: County Manager

With a copy to:

Office of the County Attorney
141 Pryor Street, Suite 4038
Atlanta, Georgia 30303
ATTN: County Attorney

Notices to MHC shall be addressed as follows:

Errol Crook, MD, Chief Medical Officer
720 Westview Drive
Atlanta, Georgia 30310

With a copy to:

Morehouse Healthcare, Inc.
c/o Dr. Errol Crook
Office of the General Counsel
720 Westview Drive
Atlanta, Georgia 30310
ATTN: General Counsel

ARTICLE 19. 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 20. IMMIGRATION COMPLIANCE

MHC has signed and furnished the immigration compliance affidavit attached hereto and shall comply with the commitments in that affidavit.

ARTICLE 21. FORCE MAJEURE

Neither Fulton County nor MHC 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, acts of a 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 MHC from performing its obligations hereunder in the event of riots, rebellions, or legal strikes.

ARTICLE 22. OPEN RECORDS ACT

The Georgia Open Records Act, O.C.G.A. Section 50-18-70, *et seq.*, applies to this Agreement. MHC acknowledges that any documents or computerized data provided to Fulton County by MHC may be subject to release to the public, in accordance with limits outlined in Article 25. MHC also acknowledges that documents and computerized data created or held by MHC in relation to the Agreement may be subject to release to the public, to include documents turned over to Fulton County. MHC shall cooperate with and aid Fulton County in rapidly responding to Open Records Act requests. MHC shall notify Fulton County of any Open Records Act requests no later than 24 hours following receipt of any such requests by MHC. MHC shall promptly comply with the instructions or requests of Fulton County in relation to responding to Open Records Act requests.

ARTICLE 23. 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 24. MULTIPLE COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.

ARTICLE 25. CONFIDENTIALITY

The Parties agree to maintain confidentiality of patient information shared between the two agencies, if necessary, in accordance with HIPAA, 42 CFR Part 2, and other relevant state and federal privacy and security laws and regulations. The Parties further agree that they shall comply with all applicable federal, state and local laws including specifically regulations in 42 CFR Parts 2 and 4, and Parts 160-164 (also known as HIPAA) and shall abide by all mandated statutes for the protection of patient/client confidentiality. MHC agrees to serve program participants without regard to color, creed, religion, race, ethnicity, gender, gender identity or expression, sexual orientation, nationality/national origin, and/or physical or mental disability.

ARTICLE 26. AGREEMENT SUBJECT TO MSM BOARD APPROVAL

The Parties agree that their obligations to act and provide payment under this Agreement shall not begin until MHC has received approval of this Agreement from the Morehouse School of Medicine, Inc. and communicated such approval in writing to the County on or before June 30, 2023. In the event such approval is not received by June 30, 2023, the Agreement shall terminate.

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

FULTON COUNTY, GEORGIA

THE MOREHOUSE
HEALTHCARE, INC.



Robert L. Pitts, Chairman



Valerie Montgomery Rice, MD
President and CEO

ATTEST:



Tonya R. Grier, Clerk to the Commission



APPROVED AS TO FORM:



Y. Soo Jo, County Attorney

EXHIBIT B
IMMIGRATION CONTRACTOR AFFIDAVIT
FORMS A AND B

STATE OF GEORGIA
COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor] Morehouse School of Medicine behalf of Fulton County Board of Health has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

58-1438813

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Executive Vice President for Operations and Business Affairs
Title of Authorized Officer or Agent of Subcontractor

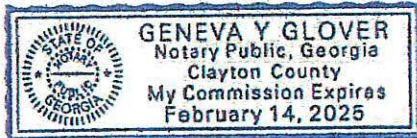
Walter L. Douglas, Jr.
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 1st day of June, 2023

Notary Public: Geneva Y Glover

County: Clayton County

Commission Expires: 2/14/25



³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

Instructions:

In the event that your company is awarded the Agreement for this Service, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this Agreement, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County, with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

STATE OF GEORGIA

COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** behalf of **Fulton County Board of Health** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

EXHIBIT C
CERTIFICATE OF INSURANCE



Member Benefit Report
 Morehouse School of Medicine
 Member Since: 07/01/2016

Institution Address:

720 Westview Drive SW
 Atlanta, GA 30310-1495

Institution Contacts:

Insurance Contact: Walter Douglas, EVP for Operation and Business Affairs, wdouglas@msm.edu

Broker Contacts:

Crystal Calloway	ccalloway@mcgriff.com
Judy Anderson	jlanderson@mcgriff.com
Ronda Robinson	rrobinson@mcgriff.com

United Educators Contacts:

Amber Snyder	Sr Underwriter	240-802-4363 asnyder@ue.org
Risk Services	Risk Management Contact	risk@ue.org
Shane Anderson	Territory Manager	240-802-4106 sanderson@ue.org

Risk Management Premium Credit:

Members who avail themselves of UE's recommended risk management products and services can earn a 4 percent premium credit on their group's renewal premium.

Complete Intake Form
 Due Date:10/29/2022

Submit Risk Mitigation Documentation
 Due Date:05/01/2023

Risk Area Selected: TIX/Sexual Harassment

The group has achieved the 4 percent premium credit.

Policy Information:

LOB	Exp Date	Incep Date	Premium	RMPC	Deductible/SIR	Per Occurance Limit	Aggregate Limit
CGL	07/01/2023	07/01/2016	\$170,443	\$7,102	\$25,000	\$1,000,000	\$3,000,000
ELL	07/01/2023	08/01/2019	\$137,481	\$5,728	\$200,000	\$3,000,000	\$3,000,000
FDL	07/01/2023	08/01/2019	\$12,925	\$539	\$100,000	\$3,000,000	\$3,000,000
GLX	07/01/2023	07/01/2021	\$42,263	\$1,761	\$1,000,000	\$30,000,000	\$30,000,000

Claims Summary

This claims summary includes products for which claims have been reported since 07/01/2016, the earliest date of continuous coverage with UE.

LOB	Total Claims	Total Indemnity Paid	Total Indemnity Reserve	Total Def Paid	Total Def Reserve
CGL	2	\$0	\$0	\$0	\$0
ELL	15	\$159,993	\$0	\$168,060	\$320,370
FDL	1	\$0	\$0	\$0	\$0

ProResponse Benefits Paid Per Year Since date of Continuous Coverage (Inception)

United Educators members who carry Educators Legal Liability and any form of General Liability with UE are eligible for ProResponse which provides coverage for crisis response services up to \$75,000. The covered services include trauma/grief counseling, public relations, threat assessment case consultation, and sexual misconduct investigation. For more information please contact your underwriter.

Risk Advisory Services: (One Year)

Members are encouraged to participate in consultations with UE risk management experts.

[Request a Risk Management Connect Call or consultation](#)

Event Participation: (Two Years)

UE hosts free telephone or web-based discussions on a range of current risk management topics.

[Register for an event](#)

Risk Advice Requests: (Two Years)

UE's risk management team provides prompt, personalized attention in response to member requests for expert consultation and technical assistance.

[Email your question to risk@ue.org](mailto:risk@ue.org)

Website Registrants:

<u>Name</u>	<u>Title</u>	<u>Email</u>
Glenda Smith	Legal Administrator	glesmith@msm.edu
Michael Rambert	Sr. VP, General Counsel and Corporate Secretary	mrambert@msm.edu
Ronni Bryant	Assistant Associate General Counsel	rmbryant@msm.edu
Tiffany Scott	Legal Administrator	tiscott@msm.edu



State of Georgia

Douglas J. MacSinnitte
Commissioner

Department of Revenue
Legal Affairs & Tax Policy
1800 Century Blvd. Suite 15107
Atlanta, Georgia 30345
(404) 417-6649

Frank M. O'Connell
Director

LETTER OF AUTHORIZATION
Private College or University
Morehouse School of Medicine
EIN: 58-1438873

The above referenced institution is hereby authorized to purchase tangible personal property and services to be used exclusively for educational purposes without payment of Georgia sales and use tax.

This authorization is valid only for purchases of tangible personal property, accommodations, and services as provided in the Official Code of Georgia Annotated § 48-8-3(9) and is not valid for the purchase of building materials, gasoline, or other motor fuels for on-highway use.

This exemption does not extend to the institution's responsibility to collect sales tax on sales of tangible personal property, or admission charges for athletic events or other activities.

One copy of this Letter of Authorization must be furnished to each supplier from whom exempt purchases are made in order to relieve the dealer from the collection of Georgia sales and use tax. The supplier must maintain a copy of this Letter of Authorization for audit purposes. This Letter of Authorization does not require the use of a sales and use tax registration number.

Questions related to this document may be directed to (404) 417-6649.

Gabrielle Arthur
Legal Affairs & Tax Policy