

Request for Board of Commissioners' Action

From: Faye Hughes, County Administrator **Date:** February 14, 2019

Subject: Assignment – Hospital Authority of Tift Co **Item Number:** VIII-D

From: Jeanne L. Day <Jeanne.Day@tiftregional.com>

Sent: Tuesday, February 12, 2019 2:39 PM

To: 'cookgov@windstream.net' <cookgov@windstream.net>; Vicki <Vicki@cookcountyga.us>

Subject: Amendment, Assignment and Assumption Agreement

Please see the attached contract assignment for the restructuring of the Hospital Authority of Tift County to transfer contracts to Tift Regional Health System, Inc. In order to not disrupt any payment pursuant to the Contract, please execute the attached Amendment, Assignment and Assumption Agreement and return back to me by February 15, 2019. If you have any questions, please feel free to give me a call.

Thanks,

Jeanne Day

Administrative Assistant

Cook Medical Center

706 N. Parrish Avenue

Adel, Georgia 31620

Motion made by _____

Second made by _____

Any discussion: _____

Votes _____ yes _____ no

Motion carried/ failed



A campus of TIFT REGIONAL MEDICAL CENTER

**HOSPITAL
SKILLED NURSING FACILITY
PHYSICIAN CLINICS**

706 North Parrish Avenue
Adel, Georgia 31620
229-896-8077
www.cookmedicalcenter.com

February 11, 2019

Michael L. Purvis
Chief Executive Officer

Faye Hughes, Cook County Administrator

Cook County, Georgia

Re: Contract Assignment

Contract Name: Intergovernmental Contract

Contracting Parties: Cook County, Georgia and Hospital Authority of Tift County,
Georgia and Tift Regional Health System, Inc.

Dear Ms. Hughes,

In connection with the restructuring of the Hospital Authority of Tift County, Georgia (the "Hospital Authority"), the Hospital Authority will lease and/or transfer its assets to Tift Regional Health System, Inc. ("TRHS"). As part of such restructuring, the Hospital Authority and TRHS have executed the attached Amendment, Assignment and Assumption Agreement assigning the above-referenced Contract to TRHS effective March 1, 2019.


I will remain your contact person for the Contract and the billing and contact information will not change. However, please change the following information for the Contract:

Contracting Entity: Tift Regional Health System, Inc.

EIN: 45-3072990

In order to not disrupt any payment pursuant to the Contract, please execute the attached Amendment, Assignment and Assumption Agreement and return by to me by February 15, 2019.

Sincerely,



Michael Purvis, FACHE

Amendment, Assignment, and Assumption Agreement

This Amendment, Assignment and Assumption Agreement (hereinafter "Amendment and Assignment") is made and entered into, by and between Cook County, Georgia ("Company"), the Hospital Authority of Tift County, Georgia ("Assignor") and Tift Regional Health System, Inc. ("Assignee") (Company, Assignor, and Assignee are hereinafter collectively referred to as the "Parties").

WHEREAS, Company and Assignor entered into an Intergovernmental Contract effective August 17, 2017 (such Agreement and any subsequent amendment(s) thereto are collectively referred to herein as the "Original Agreement");

WHEREAS, Assignor and Assignee have entered into a Lease and Transfer Agreement with an effective date of March 1, 2019 (the "Effective Date"), whereby Assignor will lease all of its real estate assets and transfer the operating assets associated with, or used in the operation of Tift Regional Medical Center and Cook Medical Center to Assignee and Assignee has agreed to assume, pay, satisfy, and discharge certain liabilities and obligations of Assignor (the "Lease");

WHEREAS, the Lease, among other things, provides for Assignor's assignment, transfer and conveyance to Assignee of all of Assignor's rights and interest in and to the Original Agreement, as amended hereby, with respect to all periods after the Effective Date and Assignee's assumption of all of the contractual obligations of Assignor thereunder after the Effective Date; and

WHEREAS, the Parties wish to amend the Original Agreement in accordance with the terms of this Amendment and Assignment.

NOW THEREFORE, in consideration of the premises and the promises and covenants contained in this Amendment and Assignment and the original Agreement, as well as other good and valuable consideration, the legal sufficiency of which is acknowledged by the parties, the parties agree to amend the Original Agreement as provided herein:

WITNESSETH:

1. Assignment and Delegation. As of the Effective Date, Assignor hereby grants, assigns, delegates, transfers, conveys and delivers unto Assignee all rights, titles, licenses, interests, powers, remedies, benefits, options, privileges, obligations and duties, to and under the Original Agreement.
2. Assumption. As of the Effective Date, Assignee hereby accepts said assignment and delegations of the Original Agreement and further agrees to perform and carry out the obligations of Assignor under the Original Agreement.
3. Acceptance of Assignment. Company hereby consents to said assignment by Assignor to Assignee as of the Effective Date and, with respect to the Original Agreement, agrees that all rights, titles, licenses, interests, powers, remedies, benefits, options and privileges of Assignor are conveyed to Assignee as of the Effective Date.

4. Electronic Signature. This parties agree that a fully executed electronic version of this Agreement shall be deemed an original for all intents and purposes.
5. Counterparts. This agreement may be executed in two or more counterparts, each of which shall be an original and shall constitute one and the same instrument.
6. Controlling Law. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Georgia without reference to its choice of law rules.
7. Further Assurances. The parties agree, each at its own expense, to perform all such further acts and execute and deliver all such further agreements, instruments and other documents as the other party shall reasonably request to evidence more effectively the assignments and assumptions made by the parties under this Agreement.

IN WITNESS WHEREOF, the undersigned do hereby execute this Amendment, Assignment and Assumption Agreement on the dates set forth below.

"Assignor"
Hospital Authority of Tift County, Georgia

Date: 1/23/19

By: Christopher K. Dorman
Christopher K. Dorman
President/CEO

[SEAL]

"Assignee"
Tift Regional Health System, Inc.

Date: 1/24/19

By: Kim Wills
Kim Wills
Senior Vice-President/CFO

[SEAL]

APPROVED BY:
"Company"
Cook County, Georgia

Date: _____

By: _____

Title: _____

[SEAL]