



**MEMORANDUM OF AGREEMENT
BETWEEN
FULTON COUNTY, GEORGIA AND
GEORGIA CONSUMER MENTAL HEALTH NETWORK**



This agreement ("Agreement") is entered between Fulton County, Georgia ("Fulton County"), on behalf of Fulton County Superior Court, and Georgia Mental Health Consumer Network ("GMHCN") for the purpose of establishing a cooperative relationship towards the implementation of a **Forensic Peer Mentor Program** ("Program") supporting the participants of the Fulton County Behavioral Health Treatment Court (BHTC). Whereas the GMHCN will employ one or more Forensic Peer Mentors to implement the Program with the goal of assisting with re-entry efforts and reducing recidivism.

1. Purpose

Whereas, the Superior Court of Fulton County provides leadership and coordination for the Fulton County Accountability Court (FCAC) and its Behavioral Health Treatment Court, which works to provide mental health treatment, supervision, and support services to those felony offenders with mental health concerns as an alternative to incarceration.

Whereas, there is a high volume of offenders with significant and persistent mental illness (SPMI) and co-occurring mental illness and substance abuse (CMISA).

Whereas, there are currently no dedicated resources to provide Forensic Peer Support to participants in the Behavioral Health Treatment Court Program.

Whereas, Fulton County and Fulton County Superior Court will utilize grant funds awarded by the Georgia Criminal Justice Coordinating Council and the Council of Accountability Court Judges (CJCC/CACJ).

Whereas, the Forensic Peer Mentor will provide direct services to participants to include recovery meetings; problem solving, skills-based, and psycho-educational groups; individual sessions; and case management support. The Forensic Peer Mentor will also maintain all paperwork and documentation required for the services provided in compliance with FCAC confidentiality requirements.

2. Term of the Agreement

This Agreement shall commence on the date the Fulton County Board of Commissioners' approval and remain in effect through **June 30, 2022**. Before the end of the Agreement term, at the written option of the Fulton County Board of Commissioners, this agreement may be renewed for two (2) one-year terms ("Renewal Terms"). However, no Renewal Term shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved by the Fulton County Board of Commissioners. Said Renewal Term shall begin on **July 1st** and end on **June 30th**. Notwithstanding anything contained in this Agreement, Fulton County's obligation to make payments provided under this Agreement shall be subject to funding by the CJCC/CACJ; and, in the event funds are not appropriated by the CJCC/CACJ to support continuation of performance by Fulton County under this Agreement, then the Agreement shall be terminated absolutely and without further obligation on the part of Fulton County.

3. GMHCN agrees to:

- A. Provide at least one Part Time (20 hours per week) Forensic Peer Mentor to work with the Behavioral Health Treatment Court Program;
- B. Perform an employment background check of assigned Forensic Peer Mentor upon initial assignment to FCAC;
- C. Assume responsibility for administration and payroll, benefits, supplies, training, and equipment;
- D. Ensure that the assigned Forensic Peer Mentor maintains certification as a Forensic Peer Mentor and holds either CARES/CPS certification(s);

- E. Ensure that the assigned Forensic Peer Mentor agrees in writing to be subject to FCAC's Drug Screen Policy;
- F. Provide monthly invoices by the 3rd business day of each month for the previous month's services based on the attached budget;
- G. Coordinate with Fulton County Accountability Court to develop a work schedule that meets the needs of the Program;
- H. Coordinate the Forensic Peer Mentor's duties and assignments with the leadership of Fulton County Accountability Court;
- I. Coordinate with FCAC to ensure the confidentiality of all participant information per current Program, State, and Federal regulations;
- J. Coordinate with FCAC to ensure that the assigned Forensic Peer Mentor abides by the rules and protocols of FCAC with regards to fraternization and professional boundaries. Forensic Peer Mentors will make a special report to FCAC as follows:
 - a. If a participant:
 - i. Presents a substantial risk of imminent harm to self or others as manifested by recent overt acts or recent expressed threats of violence which present a probability of physical injury to self or to other persons;
 - ii. Appears to be so unable to care for their own physical health and safety as to create an imminently life-endangering crisis;
 - iii. Has committed/expressed recent overt acts/threats towards others;
 - iv. Has committed/expressed recent acts/threats of violence to self;
 - v. Presents an imminently life endangering crisis to self because they are unable to care for their own health and safety; or
 - vi. Is non-compliant with program requirements after allotting the participant 48 hours to report the behavior themselves to a FCAC staff member.
 - b. If there is reasonable cause to believe that suspected child abuse has occurred.
 - c. If there is reasonable cause to believe that a disabled adult or elder person has had a physical injury or injuries inflicted upon such disabled adult or elder person, other than by accidental means, or has been neglected or exploited.

4. Fulton County agrees to:

- A. Serve as the fiscal agent for purposes of the CJCC/CACJ grant;
- B. Maintain ultimate responsibility for day-to-day project management towards achieving the goals and objectives of the grant from CJCC/CACJ;
- C. Review and approve for payment the monthly invoices based on the attached budget submitted by GMHCN;
- D. Coordinate with GMHCN to develop a work schedule that meets the needs of the Program;
- E. Coordinate the Forensic Peer Mentor's duties and assignments with GMHCN;
- F. Provide oversight of the Forensic Peer Mentor's activities while on FCAC premises;
- G. Provide a workspace at the FCAC premises for the completion of administrative duties; and
- H. Have each new Behavioral Health Treatment Court (BHTC) participant sign a consent form agreeing to participate in peer services. Their participation is contingent on signing said consent which will contain a full description of the services and the limitations of confidentiality.

5. Compensation

GMHCN shall submit invoices for work performed and objectives completed, which contain detailed descriptions of the services or work products provided, the date the services were performed or when the work product was delivered, the service or work product costs, and the total amount requested. Fulton County shall review for approval of said invoices. Fulton 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 Fulton County, are reasonably in excess of the actual stage of completion. Fulton County shall make payments to GMHCN within thirty (30) days after receipt of a proper invoice. Fulton County's total obligation under this Agreement is no more than **\$28,052**.

6. Indemnification

GMHCN hereby covenants and agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, and employees from any and all claims, losses, liabilities, damages, deficiencies, demands, Judgments or costs (including, without limitation, reasonable attorneys' fees and legal expenses) suffered or incurred by such party, whether arising in tort, contract, strict liability or otherwise, and including, without limitation, personal injury, wrongful deaths or property damage, arising in any way from the actions or omissions of GMHCN, its directors, officers, employees, agents, successors and assigns related to the performance under this Agreement. GMHCN further agrees to release, indemnify, and hold harmless Fulton County, its Commissioners, officers and employees from any injury (including death), loss, claim, demand, liability or damage sustained by GMHCN, its directors, officers, employees, agents, successors and assigns, without regard to negligence. Nothing herein shall be construed to preclude the Parties from bringing suit for breach of this Agreement. Nothing herein shall be construed as a waiver of Fulton County's sovereign immunity or the immunities available to its officials, officers, employees, and agents.

7. Compliance with applicable laws

GMHCN and Fulton County agree to abide by all state and federal laws, rules, and regulations respecting the confidentiality of individuals. GMHCN further agrees to comply with Federal and State laws, rules, and regulations of Fulton County's policy relative to nondiscrimination in client and client service practices because of political affiliation, religion, race, color, sex, disability, age, sexual orientation, or national origin. The Parties agree that this Agreement shall be governed by the laws of the State of Georgia and that the venue for the resolution of any dispute or litigation arising from the same shall be decided in the courts of Fulton County, Georgia. The Parties understand that this Agreement is funded by grant monies and any laws, rules, regulations or grant conditions for which compliance is required to retain the grant funds will be followed by the Parties.

8. Independent contractor status

It is understood and agreed that this Agreement is not an agreement of employment in the sense that the relation of master and servant does not exist between Fulton County and GMHCN. At all times, GMHCN shall be deemed to be an independent contractor and GMHCN is not authorized to bind Fulton County to any agreements or other obligations. In executing this Agreement, ARS certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of Fulton County.

9. Entire agreement

This Agreement and all exhibits and attachments hereto, contains the entire and complete understanding and agreement between the Parties pertaining to the subject matter herein, and supersedes any and all prior agreements or understandings, whether oral or written, relating to the subject matter hereof.

10. Amendments and assignments

This Agreement may be amended or modified by mutual consent of the Parties, provided any and all such amendments or modifications shall be in writing and signed by the authorized representatives of both Parties. This Agreement and interest herein shall not be assignable by operation of law without the prior written consent of the other party.

11. Notices

All notices shall be writing and delivered in person or transmitted by certified mail, postage prepaid or via electronic mail (email).

Notices to County shall be addressed as follows:

David Summerlin
Superior Court
136 Pryor Street, SW, Suite J2-640
Atlanta, GA 30303
Email: David.Summerlin@fultoncountyga.gov

With a copy to:

Fulton County Office of the County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, Georgia 30303

Notice to Contractor, shall be addressed as follows:

Sharon Jenkins Tucker
Georgia Mental Health Consumer Network, Inc.
1990 Lakeside Parkway, Suite 100
Tucker, GA 30084
Email: sjtucker@gmhc.org

12. Termination for convenience

Fulton County may terminate this agreement for its convenience with 30 days written notice to the GMHCN. Upon termination for convenience, GMHCN shall return all data collected and compiled, whether in its original format or a format created by GMHCN, to Fulton County and submit its final invoice for work performed through the date of termination.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties in agreement to ensure the success of this Memorandum of Agreement on the date set forth below.

On behalf of Georgia Mental Health Consumer Network:

Dated: _____

Name: _____

Title: _____

Signature: _____

FULTON COUNTY, GEORGIA

APPROVED AS TO CONTENT:

David Summerlin
Court Administrator

Date: _____

APPROVED AS TO FORM:

Office of the County Attorney

Date: _____

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Date: _____

ATTEST:

Tonya R. Grier
Chief Deputy Clerk to the Board of Commissioners

Date: _____

(Affix County Seal)