

**Memorandum of Understanding between  
United Way of Greater Atlanta  
And  
Fulton County and the Atlanta Circuit Public Defender's Office**

This Memorandum of Understanding ("MOU") develops an agreement between United Way of Greater Atlanta ("UWGA") and Fulton County, through the Atlanta Circuit Public Defender's Office ("Public Defender"), to support a select group of chronically homeless individuals released from Fulton County Jail by providing transitional housing with case management. The details of the agreement are listed below:

WHEREAS, the Public Defender's Alternative Sentencing Specialists provide assistance to clients suffering with substance abuse and physical or mental health concerns; and

WHEREAS, the Public Defender has encountered difficulties in placing some clients with mental health or substance abuse issues in transitional (or other) housing; and

WHEREAS, the UWGA provides, among other things, transitional housing placements and case management services for low-income individuals with mental health or substance abuse issues; and

WHEREAS, the Public Defender has successfully partnered with the UWGA since 2015 to provide transitional housing placement and case management services to dozens of Public Defender clients; and

WHEREAS, the Public Defender desires to continue and increase its partnership with the UWGA to provide valuable services to Public Defender clients; and

WHEREAS, the UWGA desires to continue its partnership with the Public Defender; and

WHEREAS, the costs of providing transitional housing placement and case management services to Public Defender clients are significantly lower than housing clients in jail.

NOW, THEREFORE, in consideration of the mutual benefits to both parties, it is hereby agreed as follows:

**ARTICLE 1: Services and Responsibilities of the Parties**

**1.1 Public Defender Responsibilities.** The Public Defender will:

- Refer to the UWGA up to fifteen (15) clients at a time for the housing program.
- Refer clients that were chronically homeless prior to their entrance to jail.



## Regional Commission on Homelessness

- Refer clients that are able to operate in a semi-independent, shared living situation.
- Assist UWGA's partner agencies to work through the logistics involved in referring a client.
- Contact the Director with UWGA to refer appropriate clients.
- Not, for the first phase of the project, refer any clients with the following attributes:
  - convicted sex offender
  - convicted of murder
  - convicted felony gun charge
- Provide UWGA with a total of \$60,000.00 (the "Payment Amount") (from **FY2021** Operation's Budget appropriation plus Justice Reinvestment Initiative) within thirty (30) days of signing the MOU. The funding lines from the operation's budget are 100-490-4900-1160 for \$30,000.00 and 100-490-BHIF-1160 for \$30,000.00.

### 1.2 UWGA Responsibilities. UWGA and/or its partner agencies will:

- Coordinate the placement of forty-five (45) to sixty-five (65) appropriate Public Defender clients (up to 15 at a time) referred by the Public Defender to UWGA's partner agencies' transitional housing with case management.
- Provide feedback with placements and schedule frequent meetings with the Public Defender and partner agencies to evaluate program effectiveness.
- Select the partner agencies which will provide housing and case management for the project and coordinate referral placements.
- Assure clients appear in court when scheduled.
- Contact the Public Defender's Office Social Work Coordinator within one (1) business day of an individual being non-compliant with the house rules or other program requirements.
- Keep the Public Defender's Office Social Work Coordinator updated and informed on the client's progress for the period in which the client is in their transitional housing program.
- Notify the Public Defender's Office Social Work Coordinator immediately if an individual voluntarily leaves the residential facility ("drop out") against staff recommendations or is re-incarcerated.
- Notify the Public Defender's Office Social Work Coordinator at least 72 hours (3 days) **before** the partnering transitional housing provider discharges the individual from the home if an individual is consistently non-compliant, i.e. refusing to attend scheduled day service program, using drugs or alcohol on the premises, smoking in restricted areas, not taking their prescribed medications, etc.
- Will **immediately** notify the Public Defender's Office Social Work Coordinator once the UWGA is aware that a client has been verbally or physically abusive, which is grounds for their discharge from the program and potentially re-incarceration.

## ARTICLE 2: General Terms

2.1 This MOU shall be effective upon execution and shall expire on December 31, 2021 unless amended in writing by both parties.



## Regional Commission on Homelessness

2.2 The Public Defender shall maintain records related to all work under this MOU and shall make such records available to review upon request by United Way of Greater Atlanta.

2.3 This MOU incorporates all prior negotiations, interpretations, and understanding between the parties and is the full and complete expression of their agreement. Any change, alteration, deletion or addition to the terms set forth in this MOU must be by written amendment executed by all parties.

2.4 Any party may request modification to this MOU. If all parties agree to the proposed modifications, the UWGA shall prepare a document setting forth the changes. Upon execution of such document, the changes shall be in full force and effect.

### ARTICLE 3: Termination

3.1. Notwithstanding any other provisions, the Public Defender may terminate this Agreement for its convenience on thirty (30) days' notice by a written notice to UWGA. If the Agreement is terminated for convenience by the Public Defender, as provided in this article, UWGA shall provide the Public Defender a partial refund of the Payment Amount for any services not completed.

IN WITNESS WHEREOF the parties hereto, acting by and through their duly authorized offices have caused their hands to be affixed on the \_\_\_\_ day of \_\_\_\_\_.

FULTON COUNTY, GEORGIA

ATTEST

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioner

\_\_\_\_\_  
Tonya R. Grier, Clerk  
Clerk to the Commission

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney's Office

\_\_\_\_\_  
Luana Walsh, Interim Circuit Public Defender

UNITED WAY OF GREATER ATLANTA

\_\_\_\_\_  
Vice President