

**MEMORANDUM OF UNDERSTANDING
BETWEEN FULTON COUNTY, GEORGIA AND THE CENTER FOR VISUALLY IMPAIRED,
INC. CONCERNING TRANSPORTATION FOR ELIGIBLE SENIOR CLIENTS**

This Memorandum of Understanding (“MOU” or “Agreement”) is between **Fulton County, Georgia**, on behalf of the Fulton County Department of Senior Services (hereinafter, "Senior Services") and **Center for the Visually Impaired, Inc.** (hereinafter, “CVI”), a domestic nonprofit corporation located at 739 West Peachtree Street NW, Atlanta, Georgia, 30308.

WHEREAS, Fulton County, through Senior Services, is committed to improving quality of life by providing services through the development and coordination of programs and supportive services that encourage independence and enhance overall well-being for seniors, age sixty (60) and above, their caregivers, and the community served; and

WHEREAS, CVI is a 501(c)(3) private nonprofit organization whose mission is to empower people impacted by vision loss to live with independence and dignity; and

WHEREAS, Senior Services and CVI desire to enter into this MOU to guide and direct their affiliation and working relationship to provide access to quality mobility services offered through Senior Services’ Alternative Senior Transportation Services for seniors experiencing hearing deficits and/or blindness; and

WHEREAS, collaborative projects such as providing quality mobility services for seniors create an opportunity for enhancing the resources and support services to Fulton County’s elderly population.

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

A. General Understanding:

1. Neither party intends for this MOU to alter in any way their respective rights or their legal obligations to one another, to seniors of Fulton County or as to any third party. This MOU shall not create a partnership, joint venture, or association between the CVI, any of its clients, or Fulton County.
2. Neither party to this MOU shall discriminate pursuant to Title VI of the Civil Rights Act of 1964 with respect to race, age, sex, color, creed, or national origin; and relevant provisions of the Americans with Disabilities Act. Specifically, there shall be no discrimination on the basis of race, national origin, religion, creed, sex, age or disability in either the selection of clients for participation in the program, any aspect of the service provided however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself, preclude the client’s effective participation in the program.
3. The applicable provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, and the Vietnam Veteran's Readjustment Assistance Act, and applicable regulations thereunder are hereby incorporated by reference in this MOU.
4. If any provision of this MOU 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.

B. Term/ Termination

Unless sooner cancelled as provided below, the term of this MOU shall commence on execution and end on December 31, 2023, subject to appropriation of funding. This MOU is grant funded. This MOU may be renewed by mutual written consent of the parties. It may also be cancelled at any time by either party, with or without cause, upon not less than thirty (30) days written notice in advance. Such notice shall be delivered by hand or certified mail-return receipt requested. Fulton County reserves the right to terminate this MOU immediately due to lack of funding or termination of its mobility program.

C. CVI's Responsibilities:

1. CVI shall maintain liability insurance to cover any actions either negligent or willful against any person stemming from the acts or omissions of the participating seniors. The policy shall provide a minimum amount of not less than \$1,000,000 per occurrence and no more than an annual aggregate of \$3,000,000. Fulton County must be a named additional insured on the insurance policy.
2. Encourage client compliance with Fulton County's rules, regulations and procedures for use of its transportation mobility services or related rules, regulations and procedures.
3. CVI agrees to refer seniors and/or caregivers to Senior Services that require transportation services to ensure that appointments are made for this service, pursuant to the process set forth in Exhibit "A," attached hereto and incorporated by reference.
4. CVI will provide the following number (_____) to the caregiver or make the call on behalf of the eligible senior.
5. CVI agrees to share key performance indicators (See Exhibit "B") of the participants in the program that receive services with the designated Senior Services Staff.

D. Fulton County Responsibilities, through Senior Services:

1. Comply with applicable equal opportunity statutes and regulations.
2. Provide the cost of registration fees for seniors referred by the CVI.
3. Provide a screening process for all referrals.
4. Assist with application completion for registration to the program.
5. Cover a one-time \$15.00 registration fee once the referred individual is deemed eligible.
6. Provide costs/expenses for ride.
7. All referrals will follow Senior Services policy's for Senior Alternative Transportation.
8. Provide services to low-income seniors and individuals with disabilities without other accessible transportation means.
9. Increase access to transportation services.
10. Provide surveys to gauge participants' experience with the services.

E. Mutual Responsibilities:

1. Personnel of Senior Services and CVI designated to supervise the program shall meet at such times as shall be agreed upon by such personnel, which shall be no less than once per year, for the purpose of conducting an ongoing evaluation of the program and participants. CVI shall request all participants in the program to

evaluate their experience in the program and shall provide Fulton County with full information concerning such evaluation.

2. The parties will work together to maintain an environment of quality service experiences and quality client care. At the request of either party a meeting or conference will be promptly held between CVI and Senior Services representatives to resolve any problem which may arise or develop in the operation of the program.

3. This relationship is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interest for any party or person other than Fulton County, through Senior Services and CVI; without limiting the generality of the foregoing, no rights are intended to be created for any client of Fulton County; caregiver or guardian of any client; spouse, next of kin, employer or prospective employer of any Client.

4. No client or CVI staff, while participating the program, shall be deemed an employee of Fulton County. CVI and Fulton County are independent parties under the MOU. Neither party is an agent, employee or servant of the other.

5. This MOU serves as an agreement to provide transportation services to eligible seniors referred by CVI.

6. Fulton County, through Senior Services, and CVI will coordinate to ensure this program improves the quality of life for seniors with impaired vision by referring them to the Fulton County Senior Alternative Transportation program.

7. Fulton County, through Senior Services, and CVI will maintain open communication in reference to the senior that is being provided transportation services.

8. Fulton County, through Senior Services, and CVI will report the health outcomes data included in Exhibit "B" to the grantor.

F. Miscellaneous provisions:

1. This MOU shall supersede any and all previously executed memoranda of understanding between the parties for Alternative Senior Transportation Services.

2. This MOU 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 any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.

3. Both CVI and Fulton County shall retain all documents/records relating to this MOU during the term of this MOU and for a period of one (1) year thereafter. The records will be made available upon request to the other party upon reasonable notice.

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

5. Fulton County will assume no liability or responsibility for any liability, expense or damage arising out of this MOU, and the responsibilities and obligations of Fulton County under this MOU are limited to providing not more than the services authorized under this MOU, subject to continuation of the program by the County.

6. CVI agrees to indemnify and hold harmless Fulton County, its directors, members, officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the MOU.

7. The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this MOU shall be in a state or federal court situated in Fulton County, Georgia.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals this the _____ Day of _____, 2023.

FULTON COUNTY, GEORGIA

THE CENTER FOR VISUALLY IMPAIRED,
INC.

Approved:

Approved:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

By: _____
Title: _____

Attest:

Attest:

Tonya R. Grier
Clerk to the Commission

By: _____
Title: _____

(Affix corporate seal)

Approved as to Content:

Ladisa Onyiliogwu
Director of Senior Services

Approved as to Form:

Office of the County Attorney