

**MEMORANDUM OF UNDERSTANDING
BETWEEN FULTON COUNTY AND GRADY HEALTH SYSTEM
CONCERNING TRANSPORTATION FOR ELIGIBLE SENIOR CLIENTS**

This is a Memorandum of Understanding ("MOU") between **Fulton County, Georgia**, on behalf of the Fulton County Department of Senior Services (hereinafter "Fulton County") and Grady Memorial Hospital Corporation d/b/a **Grady Health System** (hereinafter "Grady"), a Georgia non-profit corporation located at 80 Jesse Hill Jr Drive SE Atlanta, GA 30303, regarding the Alternative Senior Transportation Services Program ("Program").

WHEREAS, Fulton County, through the Department of Senior Services ("Department"), 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 senior citizens (hereinafter "seniors" or participants") aged sixty (60) and above, their caregivers, and the community served;

WHEREAS, Grady is an organization whose mission improves the health of the community by providing quality, comprehensive healthcare in a compassionate, culturally competent, ethical, and fiscally responsible manner. Grady maintains its commitment to the underserved of Fulton and DeKalb counties, while also providing care for residents of metro Atlanta and Georgia. Grady leads through its clinical excellence, innovative research, and progressive medical education and training;

WHEREAS, Fulton County and Grady desire to enter into a contract for this Program, which will allow the Department to provide transportation services to eligible seniors referred by Grady;

WHEREAS, Fulton County, through Senior Services, and Grady will coordinate to ensure the success of this Program for Grady's patients who are referred to the Alternative Transportation program and are eligible to receive services under that program.

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 Grady, any of its patients, 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, or 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 or 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 MOU, which shall remain in full force and effect.

B. Term/ Termination

Unless sooner cancelled as provided below, the term of this MOU shall commence upon execution and end on January 31, 2022, 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 terminated for convenience 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. Grady's Responsibilities:

1. Grady shall encourage client compliance with Fulton County's rules, regulations and procedures for use of its transportation mobility services and related rules, regulations and procedures.

2. Grady shall refer senior citizens and/or caregivers who require transportation services to the Program in order to ensure that appointments are made for this service, pursuant to the process set forth in Exhibit A, attached hereto and incorporated by reference.

3. Grady shall provide the telephone number of 404-613-6000 to the senior or caregiver, or shall make the call on behalf of the eligible senior.

4. Grady shall share key performance indicators (See Exhibit B) regarding the participants in the Program with the designated Department Staff.

D. Fulton County Responsibilities, through Senior Services:

1. Fulton County shall comply with all applicable equal opportunity statutes and regulations.
2. Fulton County shall provide the cost of a one-time \$15.00 registration fee for each senior referred by Grady once the referred senior is deemed eligible.
3. Fulton County shall develop a screening process for all referrals.
4. Fulton County shall assist with application completion for registration for the Program.
5. Fulton County shall provide funding for the costs/expenses for rides.
6. Fulton County shall ensure that all referrals follow the Department's policies for Senior Alternative Transportation.
7. Fulton County shall provide services to low income seniors and individuals with disabilities without other accessible transportation means.
8. Fulton County shall increase access to ridesharing transportation services.
9. Fulton County shall provide surveys to gauge participants' experience with these transportation services.

E. Mutual Responsibilities:

1. Fulton County and Grady personnel who are designated to supervise the Program shall meet at such times as shall be agreed upon by such personnel, which shall be no less than one (1) time per year, for the purpose of conducting an ongoing evaluation of the Program and its participants. Grady shall request that all participants in the Program evaluate their experiences in the Program and shall provide Fulton County with full information concerning such evaluations.
2. The parties shall work together to maintain an environment of quality service and quality client care. At the request of either party, a meeting or conference be held between representatives of the parties at an agreeable time to resolve issues that arise 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 the Department, and Grady; without limiting the generality of the foregoing, no rights are intended to be created for any client of Fulton County, or any caregiver, spouse, next of kin, employer, or guardian of any Participant,.
4. No client or Grady staff, while participating the Program, shall be an employee of Fulton County. Grady and Fulton County are independent parties under the MOU. Neither party is an agent, employee, or servant of the other.

F. Miscellaneous provisions:

1. This MOU shall supersede any and all previously executed memoranda of understanding between the parties for the Alternative Senior Transportation Services Program.
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 of any other counterpart. Any signature delivered via electronic means shall be deemed an original signature hereto.
3. Both the Grady and Fulton County shall retain all documents/records relating to the Program and this MOU during the term of the MOU and for a period of five (5) years thereafter. The records shall 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. Neither Fulton County nor Grady assumes any liability or responsibility, expense, or damages arising out of or resulting from the act or omission of the other party, or the other party's respective officials, officers, employees, or agents, or from any third party, including any claims from any third party against either party to this Agreement. Nothing herein shall be construed as a waiver of any defenses or claims that either party may have against the other party or to a third-party claim. In addition, nothing herein shall be construed as a waiver of any governmental immunities that Fulton County may have, including sovereign immunity or any immunity available to its officials, officers, employees, and agents as against any party or claim.
6. 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.

Signatures on next page

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals this the

28th Day of July, 2021.

FULTON COUNTY, GEORGIA

GRADY HEALTH SYSTEM



Robert L. Pitts, Chairman
Board of Commissioners


John Hauptert



05/14/2021 03:51 PM
EDT

(Name) John Hauptert
(Title) Chief Executive Officer

ATTEST:


Torrya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:


Office of the County Attorney

APPROVED AS TO CONTENT:


Ladisa Onyiliogwu, Director
Department of Senior Services

ITEM # 210503 RM 7/14/21
REGULAR MEETING