

**CONTRACT BETWEEN FULTON COUNTY, GEORGIA  
AND MOREHOUSE SCHOOL OF MEDICINE, INC.**

**THIS CONTRACT** entered this 22nd day of April 2025, is between **FULTON COUNTY**, a political subdivision of the state of Georgia (“Fulton County”), and **MOREHOUSE SCHOOL OF MEDICINE, INC.** a Georgia Nonprofit Corporation (“Morehouse School of Medicine”)(each individually a “Party” and collectively referred to as the “Parties”).

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, Fulton County is authorized and empowered under the laws of the State of Georgia to enter contracts for services with individuals, organizations, and institutions, for purely charitable reasons to include health, education, or social welfare, provided that the activities funded by any such contributions shall take place within the county making the contribution; and

**WHEREAS**, Morehouse School of Medicine is a Domestic Nonprofit Corporation that opened its doors to the community in Atlanta, Georgia on September 12, 1980; and

**WHEREAS**, Morehouse School of Medicine is committed to addressing the improvement of health and well-being of individuals and communities, increasing the diversity of the health professional and scientific workforce and addressing primary healthcare through programs in education, research and service with emphasis on the underserved urban and rural populations in Georgia; and

**WHEREAS**, the Fulton County Department of Community Development strengthens people, families, and communities through partnerships with various community organizations and outreach programs, particularly non-profit, private sector, government, volunteer, and citizen advocates; and

**WHEREAS**, on August 21, 2024, pursuant to Agenda Item 24-0529, the Fulton County Board of Commissioners approved a \$2,000,000.00 Youth Homelessness Systems Improvement Grant (“YHSI”) from the U.S. Department of Housing and Urban Development (“HUD”); and

**WHEREAS**, the HUD YHSI grant to Fulton County will support Fulton County’s efforts to establish and implement a youth homelessness response system; and

**WHEREAS**, the HUD YHSI grant to Fulton County will focus on systemic change by funding projects that create and build capacity for Youth Action Boards; collect and use data on at-risk youth and youth experiencing homelessness; develop strong leaders within the local community; and improve the coordination, communication, operation, and administration of homeless assistance projects with specific community-based partners to better serve youth, including prevention and diversion strategies; and

**WHEREAS**, the HUD YHSI grant to Fulton County is designed to make and improve connections, coordination, and information-sharing within and between systems that serve at-risk youth, including education, child welfare, and juvenile justice; and

**WHEREAS**, as part of Fulton County’s application for the HUD YHSI grant, Fulton

County identified specific community-based partners for the funding, including Morehouse School of Medicine, to help improve equity in youth homeless response systems and better address the social welfare needs of homeless youth; and

**WHEREAS**, in its application for the HUD YHSI grant, Fulton County specifically identified the community-engaged research team at Morehouse School of Medicine Prevention Research Centers (“MSM PRC”) to provide comprehensive community needs assessments, holistic asset and system mapping, and youth-centered program evaluation studies; and

**WHEREAS**, Morehouse School of Medicine guarantees, by and through this Contract, that it shall expend the funds under this Contract for services provided to individuals in Fulton County that are consistent with its mission and deriving no profit to the organization, and on activities within Fulton County consistent with the Contract provisions outlined in Section 1.0 and Attachment “A,” Scope of Work, hereunder.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

#### **1.0 STATEMENT OF WORK**

Fulton County shall provide financial assistance in an amount not to exceed **\$517,430.00** to Morehouse School of Medicine to help provide evaluation services and products as outlined in the Youth Homelessness Systems Improvement Grant in Fulton County and as further described in Attachment “A”, Scope of Work.

#### **2.0 COMPENSATION FOR SERVICES AND WORK**

Funding for the services and work described in Section 1.0 herein, and in Attachment “A,” Scope of Work, shall be as follows: The total amount payable to Morehouse School of Medicine per the terms and execution of this Contract is not to exceed Five Hundred Seventeen Thousand Four Hundred Thirty Dollars (**\$517,430.00**). Such payment shall be made as invoiced by Morehouse School of Medicine. Invoices shall include documentation supporting the services performed as outlined in Attachment “A”, Scope of Work.

#### **3.0 TERM OF CONTRACT**

Unless terminated by mutual agreement, or in accordance with other terms and provisions contained herein, the term of this Contract shall be thirty (30) months beginning on **October 1, 2024** through **March 31, 2027** unless otherwise terminated first by Fulton County. Morehouse School of Medicine shall utilize Fulton County’s funding only for services which are included within the scope of Sections 1.0 and 2.0 and Attachment “A”, Scope of Work, of this Contract.

#### **4.0 INDEPENDENT CONTRACTOR**

The relationship of Morehouse School of Medicine to Fulton County is that of an independent contractor and not of an employee/employer. Neither this Contract, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency, or other such relationship, and neither Party shall have the right, power, or authority to obligate or bind the other Party in any manner whatsoever, without the other Party’s prior written consent. It is expressly understood that any individual performing services under this Contract on behalf of Morehouse School of Medicine shall not be deemed to be an employee or independent contractor

of Fulton County, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from Fulton County. Morehouse School of Medicine agrees that it is solely responsible for the reporting and payment of income, Social Security and other employment taxes due to the proper taxing authorities with respect to such personnel.

## **5.0 SUBRECIPIENT REQUIREMENTS**

The Parties agree that Fulton County is providing these funds to Morehouse School of Medicine, with Morehouse School of Medicine having the obligation to comply with all applicable requirements where it is deemed a subrecipient, as subrecipient is defined in 2 CFR § 200.1, Definitions, including any federal reporting requirements that may apply, and 2 CFR § 200.331 (a). In addition, the Parties state that this subaward complies with 2 CFR § 200.332 by providing the information set forth in Attachment "B" of this Contract.

Morehouse School of Medicine further acknowledges that it has reviewed the terms and conditions of the Department of Housing and Urban Development (HUD) grant funding for this project and will carry out all program activities and expenditures in accordance with those terms and conditions, in the manner provided by law. Morehouse School of Medicine will comply with all applicable federal, state and local laws and regulations governing the receipt or use of the federal funding provided under this Contract, including but not limited to current and future rules and regulations issued by HUD or other federal agencies.

## **6.0 IMPROPER EXPENDITURES**

Any item of expenditure by Morehouse School of Medicine under the terms of this Contract which is found by auditors, investigators, and other authorized representatives of Fulton County to be improper, unallowable, in violation of federal or state law or the terms of this Contract, or involving any fraudulent, deceptive, or misleading representations or activities of Morehouse School of Medicine, shall become Morehouse School of Medicine's liability, to be paid by Morehouse School of Medicine from funds other than those provided by Fulton County under this Contract.

## **7.0 INSURANCE**

Morehouse School of Medicine shall provide and maintain liability insurance, in accordance with the required amounts set forth in Attachment "B", appended hereto and incorporated by reference, covering its employees, agents or contractors for the term of this Contract. Morehouse School of Medicine agrees to obtain, maintain, and furnish to Fulton County a Certificate of Insurance (COI) showing the required coverage during the entire term of this Contract with Fulton County, Georgia added as an "Additional Insured". The cancellation of any policy of insurance required by this Contract shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

## **8.0 TERMINATION OF CONTRACT**

### **8.1 TERMINATION OF CONTRACT FOR CAUSE**

Either Fulton County or Morehouse School of Medicine may terminate this Contract in the event the other party fails to perform in a timely and proper manner its obligations in accordance with the provisions of the Contract. Any party seeking to terminate this Contract is required to give thirty

(30) days prior written notice to the other party specifying the reasons for such intention to terminate or suspend the Contract. The party receiving such notice under this provision shall have thirty (30) days after receipt of service of the notice to correct the violation. If performance is not made, the Contract shall, upon expiration of said thirty (30) days from the date notice is delivered, be suspended, or terminated without further notice. Notice of termination shall be delivered by hand delivery, certified mail with receipt for delivery returned to the sender, or delivery by a nationally recognized overnight delivery service.

## **8.2 TERMINATION FOR CONVENIENCE OF FULTON COUNTY**

Notwithstanding any other provisions, Fulton County may terminate this Contract for its convenience at any time by giving at least thirty (30) days prior notice in writing (hand delivery or certified mail with receipt) to Morehouse School of Medicine.

## **9.0 NOTICES**

For purposes of this Contract, any notices required to be sent to the Parties shall be delivered by hand delivery, certified mail with receipt for delivery returned to the sender, or delivery by a nationally recognized overnight delivery service to the addresses provided below:

### **To Fulton County:**

Fulton County Community Development Department  
137 Peachtree Street  
Atlanta, Georgia 30303

### **Copy to:**

Office of the County Manager  
141 Pryor Street, Suite 10062  
Atlanta, Georgia 30303

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

### **To Morehouse School of Medicine:**

720 Westview Drive SW  
Atlanta, Georgia 30310

## **10.0 RECORDS, REPORTS AND AUDITS**

Morehouse School of Medicine shall maintain accounts and records, including personal property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be requested by Fulton County to assure proper accounting for all funds, both public and private. Said records shall be made available for audit purposes to Fulton County or its representative(s) and shall be retained for at least three (3) years after expiration of this Contract or completion of the program unless permission to destroy them is granted by Fulton County. Morehouse School of Medicine's records and accounts shall at all times meet or exceed the applicable requirements of Federal, State and County laws, rules, and regulations.

### **11.0 INSPECTION OF FILES AND RECORDS**

Fulton County shall at all reasonable times have access to the pertinent offices and books and records of Morehouse School of Medicine for inspection of the activities performed and expenses incurred under this Contract.

### **12.0 PUBLICITY**

Any favorable publicity given to the services provided in Attachment "A" following the execution of this Contract must identify Fulton County prominently as a sponsoring agency. Specifically, in all publications referencing the services funded under this Contract, Morehouse School of Medicine agrees to display and make known that the services were assisted under the auspices of Fulton County.

### **13.0 ASSIGNMENT OF CONTRACT**

Morehouse School of Medicine shall not make any purported assignment of this Contract, any part thereof, or the funds, or delegate the duties herewith without prior written consent of Fulton County.

### **14.0 CONFLICT OF INTEREST**

No member, officer, or employee of Fulton County or its designee or agents, no member of the governing body of Fulton County, and no other official of Fulton County who exercises or has exercised any functions or responsibilities with respect to Fulton County-assisted activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities covered by this Contract, may obtain a personal or financial interest or benefit in any contract, subcontract with respect thereto, or the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

### **15.0 HOLD HARMLESS/ INDEMNIFICATION**

Morehouse School of Medicine hereby warrants, represents, covenants and agrees to indemnify and save and hold harmless Fulton County, its commissioners, officers, and employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without limitation, reasonable attorney's fees and legal expenses) suffered or incurred by, or asserted against, such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of Morehouse School of Medicine, its agents, employees, officers and directors. Morehouse School of Medicine does further hereby agree to release, indemnify, defend, and hold harmless Fulton County, its commissioners, officers, and employees, from any injury (including death resulting therefrom), loss, claim or damage sustained by Morehouse School of Medicine agents and employees, without regard to negligence. The language of this indemnification clause shall survive the termination of this Contract.

### **16.0 VARIATIONS OR MODIFICATIONS TO CONTRACT**

This Contract constitutes the entire arrangement between Fulton County and Morehouse School of Medicine, and there are no further written or oral contracts with respect thereto. No variation or modification of this Contract and no waiver of its provisions shall be valid unless in writing, approved by the Board of Commissioners, and signed by Fulton County and Morehouse School of

Medicine duly authorized representatives. Further, in the event of any material change or modification in Morehouse School of Medicine Contract or any contract with any other funding source during the course of this Contract, Morehouse School of Medicine shall immediately notify the Director of the Department of Community Development of such change. Nothing herein shall preclude Morehouse School of Medicine from pursuing contracts with Fulton County for subsequent years, with the approval of additional funding by the Board of Commissioners.

#### **17.0 NON-DISCRIMINATION AND EQUAL OPPORTUNITY: §576.57(a)**

Morehouse School of Medicine agrees to comply with non-discrimination requirements under the Civil Rights Acts, Regulations, and Executive Orders as follows:

- a. The requirements of Title VII of the Civil Rights Act of 1968, 42 U.S.C. 3601 et seq., and implementing regulations; Executive Order 11063 and implementing regulations at 24 CFR Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and implementing regulations issued at 24 CFR Part 1.
- b. The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.794).
- c. The requirements under the Non-Discrimination in Employment by Government Contractors and Subcontractors per Executive Order 11246 and the regulations issued under the Order at 41 CFR, Chapter 60.
- d. The Provision of Training, Employment, and Business Opportunities under Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701.
- e. The requirements of Executive Orders 11625, 12432, and 12138. Consistent with HUD's responsibilities under these orders, the Morehouse School of Medicine shall make efforts to encourage the use of minority and women business enterprises in connection with activities funded under this agreement; and
- f. The requirements that the Morehouse School of Medicine make known that use of the facilities and services are available to all persons regardless of age, race, creed, color, religion, sex, national origin, ancestry, marital status, affectional or sexual orientation, or handicap on a nondiscriminatory basis.

#### **18.0 DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS**

Morehouse School of Medicine agrees to comply with the provisions of 24 CFR Part 4 relating to the employment, engagement of services, awarding of contracts, or funding of any contractors or subcontractors during any period of debarment, suspension, or placement in ineligibility status.

#### **19.0 DRUG-FREE WORKPLACE CERTIFICATION**

The signature of the Morehouse School of Medicine designee on the agreement certifies that the Subrecipient will comply with the Drug-Free Workplace Act of 1988 by maintaining a workplace that is free from manufacture, distribution, dispensing, possession, or use of

controlled substances.

## **20.0 CHANGES**

Fulton County may, from time to time, require changes in the scope of services of the Morehouse School of Medicine to be performed here under. Such changes, including any decrease or increase in the amount of the Subrecipient's compensation and scope of work, which are mutually agreed upon by and between Fulton County and the Subrecipient, shall be incorporated in written amendments to this Contract and approved by the Fulton County Board of Commissioners.

## **21.0 MONITORING AND INSPECTIONS**

At any time during the normal business hours, and as often as Fulton County may deem necessary, there shall be made available to Fulton County or to the federal government for examination, all of the Morehouse School of Medicine records with respect to all matters covered by this Agreement. Morehouse School of Medicine will permit Fulton County and the Federal government to audit, examine, and make excerpts or transcripts. Monitoring will be at minimum, annually.

- The areas for monitoring and oversight include the following:
- Eligible Activities Requirements: Ensure funds are expended as originally planned and for eligible activities. Determine if costs are properly classified and if spending limits on certain activities have been properly adhered to. Ensure that the funded activities are provided at a reasonable cost.
- Financial Regulations: Ensure that financial regulations follow financial management requirements.
- Procurement and Audits: Ensure compliance with such requirements.
- Conflict of Interest, Environmental Compliance, and Other Federal Requirements: Ensure that compliance with these requirements.
- Physical site inspections of the activity locations to observe and ensure compliance.
- Review onsite files.
- Interview with staff.
- Review of job titles and job descriptions for all funded positions, ensuring that the disbursed Youth Homelessness Systems Improvement Grant (YHSI) funds are being utilized while fulfilling all program policy guidelines.
- Monitoring Process: Formal advance notification of the visit; coverage of the areas outlined; and clear conclusions and recommendations provided to the grantee following the visit.

## **22.0 HATCH ACT**

Morehouse School of Medicine agrees that no funds provided under this Agreement, nor any personnel employed in the administration of this Agreement, shall be in any way or to any extent

engaged in the conduct of the political activities in contravention of Chapter 15 Title V, United States Code.

### **23.0 COMPLIANCE WITH FEDERAL REGULATIONS**

Morehouse School of Medicine agrees to comply with all Federal laws and regulations governing the grant of money under which this Agreement is made available as they apply as of the date of this Agreement, and as such laws and regulations may be amended by the federal government or agencies.

### **24.0 LOBBYING AND DISCLOSURE REQUIREMENTS**

Morehouse School of Medicine agrees to comply with the disclosure requirements and prohibitions of 42 U.S.C. 3537a and 3545 and 31 U.S.C. 1352 (The Byrd Amendment), and the implementing regulations of 24 CFR Parts 4 and 87.

### **25.0 GOVERNING LAW**

This Contract shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia.

**IN WITNESS WHEREOF**, each party attests that the individual(s) executing the Contract on its behalf has both express and apparent authority to bind the respective entity to the terms and conditions of the Contract and has hereto caused the Contract to be executed and delivered on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]



**Morehouse School of Medicine**

Attest:

*Rick Kittles*

**Rick Kittles, Ph.D.  
Senior Vice President for Research  
Morehouse School of Medicine**

*Lance Wise*

**(Signature)**

Lance L. Wise, MPA

Name (Typed or Printed)

Associate Director, Office of Sponsored  
Research

Title

(Seal)

**Fulton County, Georgia**

Attest:

Robert L. Pitts, Chair  
Board of Commissioners

Tonya Grier,  
Clerk to the Commission

(Seal)

Approved as to Content:

Approved as to Form:

Stanley Wilson, Director  
Department of Community Development

Office of the County Attorney

## **ATTACHMENT “A” SCOPE OF WORK**

### **Morehouse School of Medicine, Inc.**

In consideration of the not to exceed amount of FIVE HUNDRED SEVENTEEN THOUSAND FOUR HUNDRED THIRTY DOLLARS (\$517,430.00) allocated to **Morehouse School of Medicine, Inc.** as part of the Fulton County Community Development Department’s Youth Homelessness Systems Improvement (YHSI) Grant Budget, **Morehouse School of Medicine, Inc.** agrees to perform the services outlined below and provide the following information:

- I. Establish and convene the Youth Homelessness Service Providers Consortium (YSP)**
  - Work with Youth Action Boards to identify service barriers and implement changes.
- II. Establish, train, and maintain a Fulton County Youth Action Board (YAB)**
  - Training and leadership activities including a youth conference.
- III. System Mapping**
  - Design and implementation of mixed-method evaluation tools and techniques. MSM PRC will work with youth groups and project partners to develop and implement evaluation and analysis strategies related to youth homelessness, including youth needs analyses, and community-wide continuous quality improvement plans.
- IV. Youth Specific Mobile Coordinated Entry**
  - Conduct a review of youth assessment tools implemented across other CoCs and identify the most useful assessment items to include in a new joint youth-assessment tool which will be incorporated into HMIS and used by YSP organizations.
- V. Develop a Youth Specific Assessment Tool**
  - Develop and implement a youth-specific coordinated entry assessment tool.
- VI. Youth-Integrated Evaluation for Coordinated Entry**
  - Develop and implement youth centered Coordinated Entry System (CES) evaluation framework and process for continuous improvement.
- VII. Youth Needs Analysis**
  - Conduct a needs analysis of youth experiencing homelessness, including the needs of youth subpopulations such as minors, youth with child welfare and/or juvenile justice experience, pregnant/parenting youth and any other subpopulations identified through this community-based effort.
- VIII. Develop an Evaluation Framework**
  - Develop and implement a youth-informed evaluation framework for current and future projects serving youth experiencing homelessness, including outcomes related to any subpopulations identified in the needs and assets analysis.

**Timeline:**

The proposed program will be implemented over a period of 30 (thirty) months with ongoing monitoring and evaluation to track progress and outcomes. Morehouse School of Medicine (MSM) shall submit invoices to Fulton County reflecting that MSM has utilized Fulton County's funding to provide the services outlined above. All invoices submitted to verify eligible expenses are subject to review and approval by the Director of Community Development. Such invoices shall be provided to Stanley Wilson, Director, Fulton County Department of Community Development, 137 Peachtree Street, SW, 1st Floor, Atlanta, GA 30303.

**ATTACHMENT “B”**  
**Required Insurance**

**ATTACHMENT “C”**

**Federal Award Identification per 2 CFR § 200.332**

- (i) Subrecipient name: Morehouse School of Medicine, Inc.
- (ii) Subrecipient's unique entity identifier (UEI): X5S7PNXMJMC7
- (iii) Federal Award Identification Number (FAIN): GA00YHS122
- (iv) Federal Award Date: June 6, 2024
- (v) Subaward Period of Performance Start and End Date: October 1, 2024 through March 31, 2027
- (vi) Subaward Budget Period Start and End Date: October 1, 2024 through March 31, 2027
- (vii) Amount of Federal Funds Obligated in the subaward: \$517,430.00
- (viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity, including the current financial obligation: \$517,430.00
- (ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: \$517,430.00
- (x) Scope of Work/Federal award project description: Morehouse School of Medicine, Inc. shall utilize the Award Amount to (1) establish and convene the Youth Homelessness Service Providers Consortium (YSP); (2) establish, train, and maintain a Fulton County Youth Action Board (YAB); (3) work with youth groups and project partners to develop and implement evaluation and analysis strategies related to youth homelessness, including equity analyses, youth needs, and community-wide continuous quality improvement plans; (4) provide youth-specific mobile coordinated entry; (5) develop a youth-specific coordinated entry tool; (6) develop and implement a youth-centered Coordinated Entry System (CES) evaluation framework; (7) conduct a racial and gender equity needs analysis of youth experiencing homelessness; and (8) develop and implement a youth-informed evaluation framework, including racial and LGBTQIA+ equity.
- (xi) Awarding official:  
Fulton County, Georgia  
Chairman of the Board of Commissioners  
141 Pryor Street, SW  
Atlanta, GA 30303
- (xii) Assistance Listings title and number: #14.277 – Youth Homelessness Systems Improvement (YHSI) Grant
- (xiii) Identification of whether the Federal award is for research and development: Yes
- (xiv) Indirect cost rate for the Federal award (including if the de minimis rate is used in accordance with [§ 200.414](#)): The grant has indirect costs.

**ATTACHMENT “D”**  
**YOUTH HOMELESSNESS SYSTEM IMPROVEMENT GRANT (YHSI)**  
**BUDGET**  
**Morehouse School of Medicine**

**ATTACHMENT “E”**  
**YOUTH HOMELESSNESS SYSTEM IMPROVEMENT GRANT (YHSI)**  
**CONTRACT PERFORMANCE MEASURES**  
**Morehouse School of Medicine**