

**MEMORANDUM OF UNDERSTANDING WITH LINKING EFFORTS
AGAINST DRUGS (LEAD) FOR A COUNTYWIDE
TEXT-4-HELP PROGRAM**

This Memorandum of Understanding (“MOU”) is made between Fulton County, Georgia, a political subdivision of the State of Georgia (hereinafter, “**Fulton County**”), by and through its Department of Behavioral Health & Developmental Disabilities (“DBHDD”), and Linking Efforts Against Drugs, an Illinois not-for-profit corporation (hereinafter, “**LEAD**”). This MOU shall be effective under the provision below specifying its effective date.

Recitals

WHEREAS, to address the opioid crisis in Fulton County, the Board of Commissioners implemented a strategy to develop, implement, evaluate, and sustain a multi-faceted, county-wide effort to prevent opioid abuse, addiction, overdose, and death; and

WHEREAS, LEAD, is a non-profit organization that is dedicated to the promotion of healthy family relationships, emotional wellness, and the prevention of alcohol, drug use, and other risky behavior by youth through its efforts in providing parental education, dynamic youth programs, and engagement with key community stakeholders; and

WHEREAS, in its on-going efforts to combat the opioid crisis, the Fulton County Board of Commissioners on October 4, 2017 (Agenda Item # 17-0817) entered into an agreement (hereinafter, “Agreement”) with LEAD for this non-profit entity to implement its Text-A-Tip program, which is now called “Text-4-Help;” and

WHEREAS, the Text-4-Help program allows individuals to send a confidential text message to a dedicated number and receive an immediate response from a licensed mental health professional, which then enables the person sending the text message to conduct a conversation with the professional while keeping the process completely confidential;

WHEREAS, a purpose of the Text-4-Help program is to offer the opportunity for people wishing to share a concern about themselves or someone else to be able to do so, and receive assistance while maintaining confidentiality; and

WHEREAS, a critical and key component of the Agreement with LEAD is for this entity to provide Fulton County certain data and reports promptly that are generated by the Text-4-Help program so that Fulton County can assess the use of the program by its constituents and its success in assisting in addressing the opioid crisis; and

WHEREAS, the Agreement with LEAD was effective commencing on October 4, 2017 and continued for one (1) year and was to terminate automatically on this anniversary date, unless extended by the parties; and

WHEREAS, the Board of Commissioners subsequently passed a Resolution and approved a

Memorandum of Understanding (“MOU”) pursuant to Agenda Item 19-0178 to continue the Text-4-Help program in Fulton County for LEAD to deliver and continue to provide necessary data and reports generated by the program; and

WHEREAS, the Board of Commissioners may engage the services of a non-profit entity through a contract for services pursuant to O.C.G.A. § 36-1-19.1 in the form of this MOU; and

WHEREAS, the Board of Commissioners finds that it is in the interest of its citizens’ health, safety and welfare to enter into this MOU with LEAD to continue utilizing LEAD’s Text-4-Help program and other related services, including the prompt delivery of necessary data and reports by LEAD to the County that are generated by the program.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **Text-4-Help Program.** LEAD, in coordination with its technical and mental health partners, shall provide its Text-4-Help program to all public middle and high schools in Fulton County, Georgia through a confidential text hotline using a dedicated toll-free number. LEAD shall ensure that a system back-up or redundancy is in place to minimize system failure or loss of data.

2. **Program Coordination.** LEAD shall ensure that a designated LEAD team member responds to inquiries from Fulton County or its agents not more than one (1) hour from any general inquiry, including, but not limited to any inquiry regarding the delivery of the data or reports required by this MOU. The LEAD team member(s) shall respond to inquiries from Fulton County or its agents within thirty (30) minutes regarding matters pertaining to system operational issues or outages. For purposes of this MOU, the designated LEAD team member that shall serve as the contact person for the inquiries from Fulton County or its agents is the Executive Director of LEAD, and in the Executive Director’s absence or unavailability, LEAD shall identify in writing (and update as necessary) an alternate LEAD team member. LEAD shall provide and update the phone number and email address of the designated member as necessary.

3. **Promotional Efforts; Program Expansion.** At the request of Fulton County, LEAD will assist the Fulton County DBHDD in promoting the Text-4-Help program by advertising the number and a series of taglines or keywords in all public middle and high schools throughout Fulton County, where possible. To continue the program in an orderly fashion, LEAD will work with Fulton County’s DBHDD to expand the program County-wide, subject to resource availability at the time of the program’s expansion.

4. **Payment.** In consideration for the satisfactory performance of the services relating to the program described above, Fulton County shall pay LEAD in an amount not to exceed \$23,500.00 annually or as otherwise provided by an amendment to this MOU. The payment in the amount not to exceed \$23,500.00, or as subsequently amended, shall be payable on a quarterly basis during each year. All payments from the County to LEAD are conditioned upon annual appropriation and approval of the agreed upon amount by the Fulton County Board of Commissioners.

5. **Development of Promotional Materials.** To promote the availability of the Text-4-Help program, LEAD will work with the Fulton County DBHDD and the Fulton County School District to create promotional materials and a plan to publicize those materials.

6. **Reporting.** LEAD shall provide Fulton County DBHDD daily access to the LEAD reporting system which provides real-time information concerning the text conversations using LEAD's own technology. Fulton County DBHDD may download these reports at any time.

7. **Quarterly Invoices.** LEAD shall provide to Fulton County a detailed invoice reflecting the breakdown of technology costs associated with this MOU at the 3-month, 6-month, 9-month and 12-month anniversaries of the MOU's Effective Date, as further defined below.

8. **Effective Date; Duration; Termination.** This MOU shall be effective January 1, 2023 (the "Effective Date") and shall continue for one (1) year from its Effective Date. The MOU shall automatically renew for the next one (1) year term, subject to appropriation of funding by Fulton County from any source. If the MOU is not funded for a successive year, the MOU shall terminate immediately.

At any time either party may terminate this MOU with or without cause by providing the other party 30-days' prior written notice. On termination of this MOU for any reason or by any party, if the service related to the tagline used for this MOU is discontinued, LEAD shall ensure that an automated electronic response shall be generated by LEAD instructing the caller to contact 9-8-8, 9-1-1, or some other number that can provide assistive services or provide immediate response to the caller.

9. **Indemnification.** LEAD agrees to indemnify and hold harmless Fulton County, its elected officials, officers, employees, agents and representatives, from and against all claims, including copyright infringement claims, losses, liabilities, judgments, interest and settlements, including reasonable attorneys' fees and expenses, arising out of or relating to the performance of the Program under this MOU by LEAD and its employees, agents and representatives.

10. **Insurance.**

- a. LEAD shall cause "Fulton County" to be added as additional insured entity to its current Business Owners Policy and its current General Liability Policy, and to update any policies that replace those policies during the term of this MOU.
- b. LEAD shall provide notice (to the contacts listed below under the Notices provision of this MOU) if either policy is cancelled or changed during the term of this MOU. Such notice shall be given promptly upon LEAD learning of any cancellations or changes.

11. **Notice of Disrupted Service.** LEAD shall notify the Fulton County DBHDD within 24 hours of any disruption in the Text-4-Help program, either because of technology issues or issues involving the availability of the response team.

12. **Independent Contractor.** The Parties agree that LEAD is an independent contractor and not an employee or agent of Fulton County. All persons employed by LEAD shall be employees

of and paid by LEAD, and neither LEAD nor any persons employed by LEAD will be eligible for health insurance, sick leave, annual leave, pensions, or any other fringe benefit associated with employment with Fulton County. The Parties further agree that neither party shall be liable for any obligations incurred by the other party.

13. **No Third-Party Beneficiaries.** Nothing in this MOU shall be construed to create any third-party beneficiary rights.

14. **Representations and Warranties.** LEAD warrants and represents that any LEAD materials will not infringe any copyright or invade or violate any right of privacy or any other right of any person, firm, or corporation and will not contain any libelous or other unlawful matter. LEAD further represents and warrants that it is authorized to grant end-user licenses and make all necessary modifications to the technology that will be used to carry out this MOU.

15. **Severability.** If any provision of this MOU is unenforceable to any extent, the remainder of this MOU (or application of that provision to any persons or circumstances other than those as to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

16. **Force Majeure.** If the performance of any part of this MOU by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, fire, riot, judicial or governmental action, labor dispute, act of God or other causes beyond the control of either party, the party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such causes.

17. **Headings.** The captions and headings in this MOU are included for ease of reference only and shall be disregarded in interpreting this MOU.

18. **Waiver.** A waiver of any term or condition of this MOU shall not be deemed a continuing waiver of any such term or condition, or a waiver of any other term or condition. No waiver shall be effective unless agreed to in writing and signed by the Parties to this MOU.

19. **Drafting.** Each party agrees that no presumption or inference shall be made or drawn against the drafters of this MOU.

20. **Successors and Assigns.** This MOU shall be binding upon and shall inure to the benefit of the Parties and each of their respective successors and assigns, provided that LEAD may not assign any right or obligation under this MOU without Fulton County's prior written consent.

21. **Entire Agreement.** This MOU constitutes the entire agreement between the Parties and supersedes all proposals, oral or written, and all other communications between the Parties relating to the subject matter of this MOU. This MOU may not be amended or modified except in writing signed by both Parties.

22. **Governing Law; Venue.** This MOU shall be governed by Georgia law and venue for all disputes shall be in Fulton County, Georgia.

23. **Notices.** Notices under this MOU shall be sent to:

If to LEAD:

Attn: Executive Director
Linking Efforts Against Drugs (LEAD)
717 Forest Avenue, Suite 235
Lake Forest, IL 60045

If to Fulton County:

Richard "Dick" Anderson County Manager
141 Pryor Street, S.W.
Suite 1000
Atlanta, Georgia 30303

Copy to:

Office of the County Attorney
141 Pryor Street, S.W., Suite 4038
Atlanta, Georgia
Attn: County Attorney

24. **Counterparts.** The Parties may sign this MOU in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument. Receipt of a signed agreement by facsimile or electronic mail shall be the same as receipt of a signed original.

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures on the date indicated to signify their acceptance of this MOU between Fulton County, Georgia and Linking Efforts Against Drugs (LEAD).

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

LINKING EFFORTS AGAINST DRUGS

By: _____
Andy Duran, Executive Director

**FULTON COUNTY BOARD OF
COMMISSIONERS**

By: _____
Robert L. Pitts, Chairman

SEAL

ATTEST:

Tonya Grier, Clerk to the Commission

APPROVED AS TO FORM:

Office of the Fulton County Attorney