



Fulton County Board of Commissioners
Agenda Item Summary

20-0631

BOC Meeting Date
9/16/2020

Requesting Agency

Superior Court Administration

Commission Districts Affected

All Districts

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to renew a Memorandum of Agreement with Georgia Council on Substance Abuse ("GCSA"), effective October 1, 2020 through September 30, 2021, in an amount not to exceed \$73,800. GCSA will support the Fulton County Peer Recovery Support Services Project by implementing the NIATx Process Improvement Model and by providing staff certification, training and ongoing support. This request represents the second of four one-year renewal terms, coinciding with and contingent upon continued grant funding through SAMHSA and the approval of the Board of Commissioners.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

West's Code of Georgia § 36-10-1; All official contracts entered into by the County governing authority with other persons in behalf of the County shall be in writing and entered on its minutes.

Is this Item related to a Strategic Priority Area? *(If yes, note strategic priority area below)*

Yes Justice and Safety

Is this a purchasing item?

No

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

Scope of Work: The Georgia Council on Substance Abuse (GCSA) will support the Fulton County Peer Recovery Support Services Project (PRSS). GCSA will: Assist Fulton County Accountability Courts (FCAC) with the recruitment, training and coaching of three behavioral staff health staff for the program who will be Certified Addiction Recovery Empowerment Specialists (CARES). GCSA will provide continuing education credit opportunities to FCAC CARES as required to maintain certification and promote best practices. GCSA will provide NIATx process improvement leadership training for FCAC CARES and FCAC staff. NIATx is a model of process improvement designed specifically for behavioral health programs. GCSA will coordinate with Fulton County Project Director to develop a training plan for FCAC CARES and program staff to include: Intentional Peer Support, Motivational Interviewing, and NIATx change projects. GCSA will provide technical assistance in the recovery support model throughout the duration of the grant cycle.

Community Impact: Renewal of this agreement will improve public safety in the community by focusing treatment services towards adult felony offenders with drug and/or alcohol addiction.

Department Recommendation: Superior Court Administration recommends renewal of this

| Agency Director Approval | | County Manager's Approval |
|--------------------------|-------|---------------------------|
| Typed Name and Title | Phone | |
| Signature | Date | |

Revised 03/12/09 (Previous versions are obsolete)

agreement to ensure successful project implementation, outcomes and grant funding compliance.

Project Implications: This project is 100% grant funded. Renewal of this agreement will ensure grant project goals are met while improving service delivery to offenders with drug and/or alcohol addiction.

Community Issues/Concerns: Superior Court Administration is not aware of any community concerns with the implementation of this project.

Department Issues/Concerns: Superior Court Administration has no issues or concerns with this agreement.

History of BOC Agenda Item: BOC Item# 19-0546

| | |
|-----------------------------------|-------------------------------------------------|
| Contract & Compliance Information | (Provide Contractor and Subcontractor details.) |
|-----------------------------------|-------------------------------------------------|

N/A

| Agency Director Approval | | County Manager's Approval |
|--------------------------|-------|---------------------------|
| Typed Name and Title | Phone | |
| Signature | Date | |

Revised 03/12/09 (Previous versions are obsolete)

20-0631

| | | | | |
|-----------------------------------------|-----------------|-----------------------------------------------------------------------------------------------------------------------------------|------------|--------------|
| Solicitation Information | NON-MFBE | MBE | FBE | TOTAL |
| No. Bid Notices Sent: | | | | |
| No. Bids Received: | | | | |
| | | | | |
| Total Contract Value | . | | | |
| Total M/FBE Values | . | | | |
| Total Prime Value | . | | | |
| | | | | |
| Fiscal Impact / Funding Source | | <i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i> | | |
| 100% Grant Funded - SAMHSA | | | | |
| Exhibits Attached | | <i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i> | | |
| | | | | |
| Source of Additional Information | | <i>(Type Name, Title, Agency and Phone)</i> | | |
| | | | | |

| | | |
|---------------------------------|--------------|----------------------------------|
| Agency Director Approval | | County Manager's Approval |
| Typed Name and Title | Phone | |
| Signature | Date | |

Revised 03/12/09 (Previous versions are obsolete)

Continued

Procurement**Contract Attached:**
Yes**Previous Contracts:**
Yes**Solicitation Number:**
N/A**Submitting Agency:**
Superior Court
Administration**Staff Contact:**
David Summerlin**Contact Phone:**
404-612-4529**Description:.****FINANCIAL SUMMARY****Total Contract Value:**

Original Approved Amount: 73800
 Previous Adjustments: 73800
 This Request: 73800
 TOTAL: 221400

MBE/FBE Participation:

Amount: N/A %: .
 Amount: . %: .
 Amount: . %: .
 Amount: . %: .

Grant Information Summary:

Amount Requested: 73800 ☐ Cash
 Match Required: N/A ☐ In-Kind
 Start Date: 10/1/2020 ☐ Approval to Award
 End Date: 9/30/2020 ☐ Apply & Accept
 Match Account \$: .

Funding Line 1:

461-450-PR20-1160

Funding Line 2:Funding Line
Pending
Establishment**Funding Line 3:**

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Funding Line 4:

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KEY CONTRACT TERMS**Start Date:**

10/1/2020

End Date:

9/30/2021

Cost Adjustment:

N/A

Renewal/Extension Terms:

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ROUTING & APPROVALS

(Do not edit below this line)

| | | | |
|---|--------------------------------------|------------------------|------------------|
| X | Originating Department: | Summerlin, David | Date: 9/8/2020 |
| X | County Attorney: | VAIDEESWARAN, GAGAN | Date: 8/31/2020 |
| . | Purchasing/Contract Compliance: | . | Date: . |
| X | Finance/Budget Analyst/Grants Admin: | Ash, Angela | Date: 8/24/2020 |
| X | Grants Management: | Ash, Angela | Date: 08/24/2020 |
| X | County Manager: | Anderson, Dick | Date: 9/8/2020 |

**MEMORANDUM OF AGREEMENT BETWEEN
FULTON COUNTY, GEORGIA
AND
GEORGIA COUNCIL ON SUBSTANCE ABUSE (GCSA)**

This agreement is entered between Fulton County, Georgia ("Fulton County"), on behalf of Fulton County Superior Court, and GEORGIA COUNCIL ON SUBSTANCE ABUSE (GCSA) for the purpose of establishing a cooperative relationship towards the implementation of the Fulton County Peer Recovery Support Services project supporting the goals and objectives outlined in the 2018 SAMHSA ("SAMHSA") Grant #1H79TI081170-01 received by Fulton County, attached hereto as **Exhibit A**.

1. Purpose

Whereas, the Superior Court of Fulton County operates the Fulton County Accountability Courts ("FCAC") which focuses on adult felony offenders with drug and/or alcohol addiction in need of substance abuse treatment.

Whereas, FCAC has determined that from 2012 to 2016, the number of drug overdoses in Fulton County increased by 35 percent and an estimated 69 percent of those deaths in 2016 were related to opioids, including heroin and synthetic drugs such as oxycodone and morphine.

Whereas, FCAC has experienced low retention and graduation rates, and thus, have proposed a project that will expand access and availability of services to a larger number of clients through introduction of Peer Recovery Support Services ("PRSS"), which are designed and delivered by individuals who have experience with the criminal justice system, have experienced a substance abuse disorder (SUD) or co-occurring substance use and mental disorders and are in recovery.

Whereas, PRSS will include peer support and recovery concepts introduced while potential participants are still incarcerated and pending adjudication and through the duration of their time in FCAC.

Whereas, potential participants in PRSS will also have increased opportunity for vocational training, jobs placement, and funds for GED testing to increase educational attainment.

Whereas, Fulton County and FCAC, will utilize grant funds awarded by SAMHSA with the expectation that PRSS will increase offenders' successful completion of FCAC programs.

Whereas, the grant funds awarded by SAMHSA require compliance with the Government Performance and Results Act (GPRA).

Whereas, The Certified Addiction Recovery Empowerment Specialist Academy was developed by the GCSA to create a workforce of peers to provide recovery support services to the communities of Georgia.

Whereas, GCSA provides training and certification for Certified Addiction Recovery Empowerment Specialists (CARES).

2. Term of the Agreement

This Agreement shall commence on the date the Fulton County Board of Commissioners' approval and remain in effect until September 30, 2019. Before the end of the Agreement term, at the written option of the Fulton County Board of Commissioners, this agreement may be renewed for four one-year terms ("Renewal Terms") contingent upon continued grant funding for his project. However, no Renewal Term shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved by the Fulton County Board of Commissioners. Said Renewal Term shall begin on October 1st and end on September 30th.

3. GCSA agrees to:

- A. Assist FCAC with the recruitment, training and coaching of three behavioral staff health staff for the program who will be certified CARES.
- B. Provide continuing education credit opportunities to FCAC CARES as required to maintain certification and promote best practices.
- C. Provide NIATx process improvement leadership training for FCAC CARES and select FCAC staff. NIATx is a model of process improvement designed specifically for behavioral health.
- D. Coordinate with Fulton County Peer Recovery Support Services Expansion Project Director to develop a training plan for FCAC CARES and program staff to include: Intentional Peer Support, Motivational Interviewing, and NIATx change projects.
- E. Provide technical assistance in the recovery support model throughout the duration of the grant cycle by various GCSA staff, including Program Director, Jillienne Hooper and GCSA Executive Director, Neil Campbell.
- F. Register as a vendor with Fulton County and submit all documentation required as part of the process.

4. Fulton County agrees to:

- A. Maintain ultimate responsibility for day-to-day project management towards achieving the goals and objectives of the grant from SAMHSA.
- B. Fill grant funded positions with qualified candidates, including one FC CARES Coordinator (FC Title: Behavioral Health Assistant, Lead) and two FC CARES (FC Title: Behavioral Health Assistants). Staff are to be hired and employed by FC and subject to all FC policies and procedures.
- C. Coordinate with GCSA program coordinator to develop a training plan for FCAC staff and FC CARES, including Intentional Peer Support, Motivational Interviewing, and NIATx change projects.
- D. Participate in the implementation of the agreed-upon training plan.
- E. Participate in the NIATx process improvement leadership academy for FC CARES and select FCAC staff.

5. Compensation

GCSA shall submit invoices for grant project work performed and objectives completed which contain detailed descriptions of the services or work products provided, the date the services were performed or when the work product was delivered, the service or work product costs and the total amount requested. Fulton County shall review for approval of said invoices. Fulton County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by Fulton County, are reasonably in excess of the actual stage of completion. Fulton County shall make payments to GCSA within thirty (30) days after receipt of a proper invoice. Fulton County's total obligation under this Agreement is \$73,800.

6. Indemnification

GCSA hereby covenants and agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, and employees from any and all claims, losses, liabilities, damages, deficiencies, demands, Judgments or costs (including, without limitation, reasonable attorneys' fees and legal expenses) suffered or incurred by such party, whether arising in tort, contract, strict liability or otherwise, and including, without limitation, personal injury, wrongful deaths or property damage, arising in any way from the actions or omissions of GCSA, its directors, officers, employees, agents, successors and assigns related to the performance under this Agreement. GCSA further agrees to release, indemnify, and hold harmless Fulton County, its Commissioners, officers and employees from any injury (including death), loss, claim, demand, liability or damage sustained by GCSA, its directors, officers, employees, agents, successors and assigns, without regard to negligence. Nothing herein shall be construed to preclude the Parties from bringing suit for breach of this Agreement. Nothing herein shall be construed as a waiver of Fulton County's sovereign immunity or the immunities available to its officials, officers and employees or agents.

7. Compliance with applicable laws

GCSA and Fulton County agree to abide by all state and federal laws, rules, and regulations respecting the confidentiality of individuals. GCSA further agrees to comply with Federal and State laws, rules and regulations of Fulton County's policy relative to nondiscrimination in client and client service practices because of political affiliation, religion, race, color, sex, disability, age, sexual orientation, or national origin. The Parties agree that this Agreement shall be governed by the laws of the State of Georgia and that the venue for the resolution of any dispute or litigation arising from the same shall be decided in the courts of Fulton County, Georgia. The Parties understand that this Agreement is funded by grant monies and any laws, rules, regulations or grant conditions for which compliance is required to retain the grant funds will be followed by the Parties.

8. Independent contractor status

It is understood and agreed that this Agreement is not an agreement of employment in the sense that the relation of master and servant does not exist between Fulton County and GCSA. At all times, GCSA shall be deemed to be an independent contractor and GCSA is not authorized to bind Fulton County to any agreements or other obligations. In executing this Agreement, GCSA certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of Fulton County.

9. Entire agreement

This Agreement and all exhibits and attachments hereto, contains the entire and complete understanding and agreement between the Parties pertaining to the subject matter herein, and supersedes any and all prior agreements or understandings, whether oral or written, relating to the subject matter hereof.

10. Amendments and assignments

This Agreement may be amended or modified by mutual consent of the Parties, provided any and all such amendments or modifications shall be in writing and signed by the authorized representatives of both Parties. This Agreement and interest herein shall not be assignable by operation of law without the prior written consent of the other party.

11. Notices

All notices shall be writing and delivered in person or transmitted by certified mail, postage prepaid or via electronic mail (email).

Notices to County shall be addressed as follows:

Yolanda Lewis
 Superior Court Administrator
 136 Pryor Street, SW, Suite C-640
 Atlanta, GA 30303 (Yolanda.Lewis@Fultoncountyga.gov)

With a copy to: Fulton County Office of the County Attorney
 141 Pryor Street, SW, Suite 4038
 Atlanta, Georgia 30303 (Dominique.Martinez@fultoncountyga.gov)

Notice to GCSA, shall be addressed as follows:

Jillienne Hooper, Program Coordinator jill@gasubstanceabuse.org
 2310 Parklake Drive, Suite 540
 Atlanta, GA 30345

12. Termination for convenience

Fulton County may terminate this agreement for its convenience with 30 days written notice to GCSA. Upon termination for convenience, GCSA shall return all information, data and work product associated with the program, whether in its original format or a format created by GCSA, to Fulton County and submit its final invoice for work performed through the date of termination.

IN WITNESS WHEREOF, the parties in agreement to ensure the success of this Memorandum of Agreement on the date set forth below.

GEORGIA COUNCIL ON SUBSTANCE ABUSE:

Dated: 7-17-19

Name: Neil Campbell

Title: Executive Director

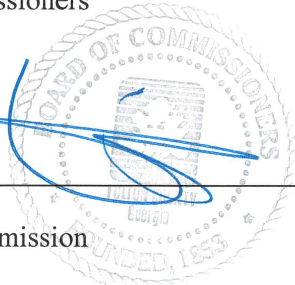
Signature: 

FULTON COUNTY, GEORGIA


Robert L. Pitts, Chairman
Board of Commissioners


ATTEST:

Dr. Jesse Harris
Clerk to the Commission




(Affix County Seal)

APPROVED AS TO FORM:


Office of the County Attorney

APPROVED AS TO CONTENT:


David Summerlin
Interim Court Administrator

ITEM # 19-0546 RM 7/10/19
REGULAR MEETING