



**MEMORANDUM OF AGREEMENT
BETWEEN
FULTON COUNTY, GEORGIA AND
VIEW POINT HEALTH**



EXHIBIT 1

This agreement ("Agreement") is entered between Fulton County, Georgia ("Fulton County"), on behalf of Fulton County Superior, Magistrate, and Juvenile Courts, and View Point Health for the purpose of establishing a cooperative relationship towards the implementation of Housing Case Management Services supporting the participants of the Fulton County Accountability Courts. Whereas View Point Health will provide Housing Case Manager(s) to implement Housing Case Management Services with the goal of assisting with re-entry efforts and reducing recidivism.

1. Purpose

Whereas, Fulton County Superior, Magistrate, and Juvenile Courts provide leadership and coordination for the Fulton County Accountability Courts, which work to provide treatment, supervision, and support services to those defendants with mental health and substance use concerns as an alternative to incarceration.

Whereas, there is a high volume of offenders with significant and persistent mental illness (SPMI), Substance abuse (SA) and co-occurring mental illness and substance abuse (CMISA).

Whereas, there are currently no dedicated resources to provide Emergency Shelter and Rapid Rehousing services to the Accountability Court participants.

Whereas, Fulton County and Fulton County Courts will utilize grant funds awarded by the Georgia Department of Community Affairs via the Georgia Criminal Justice Coordinating Council and the Council of Accountability Court Judges CJCC/CACJ.

Whereas, the Housing Case Manager(s) will provide direct services to include (but are not limited to) managing the Homeless Management Information System (HMIS) requirements, the use of the COVID-19 screening tool and housing assessments, develop and manage relationships with housing providers and emergency shelters, and fully participate as an accountability court team member.

2. Term of the Agreement

This Agreement shall commence on the date the Fulton County Board of Commissioners' approval and remain in effect through **September 30, 2022**. Before the end of the Agreement term, at the written option of the Fulton County Board of Commissioners, this agreement may be renewed for two (2) one-year terms ("Renewal Terms"). 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**. Notwithstanding anything contained in this Agreement, Fulton County's obligation to make payments provided under this Agreement shall be subject to funding by the CJCC/CACJ; and, in the event funds are not appropriated by the CJCC/CACJ to support continuation of performance by Fulton County under this Agreement, then the Agreement shall be terminated absolutely and without further obligation on the part of Fulton County.

3. View Point Health agrees to:

- A. Provide at least one Part Time (up to 20 hours per week) Housing Case Manager to work with the Accountability Court Participants;
- B. Shall provide a detailed budget outlining the use of the available funds of \$37,500;
- C. Perform an employment background check of assigned Housing Case Manager(s) upon initial assignment to Fulton County;
- D. Assume responsibility for administration and payroll, supplies, training, and equipment;
- E. Ensure that the assigned Housing Case Manager(s) agrees in writing to be subject to FCAC's Drug Screen Policy;

- F. Provide monthly invoices by the 3rd business day of each month for the previous month's services;
- G. Coordinate the Forensic Peer Mentor's duties and assignments with the Project Director of Fulton County Accountability Courts' Housing Grant;
- H. Coordinate with Fulton County Accountability Courts to ensure the confidentiality of all participant information per current Program, State, and Federal regulations;
- I. Coordinate with Fulton County Accountability Courts to ensure that the assigned Housing Case Manager(s) abides by the rules and protocols of Fulton County Accountability Courts with regards to fraternization and professional boundaries.
- J. Monitor the Housing Case Manager(s) to ensure that they:
 - i. Abide by the definitions and operating rules documented in the EMERGENCY SOLUTIONS GRANT-CARES (ESG-CV) GUIDEBOOK and the confines of the Accountability Courts Housing Grant.
 - ii. Be available for intermittent trainings and planning meetings related to this project.
 - iii. Assess all individuals referred by the Court Programs to identify their homelessness status and whether they qualify to receive housing services under this project within 48 hours barring unforeseen barriers to contact the participant.
 - iv. Identify an emergency shelter placement for all individuals assessed as homeless on the day of their release from incarceration and/or within 48 hours of completion of the assessment referenced in 3 above OR communicate a delay in placement with the Project Director.
 - v. Assess all program participants deemed homeless and those who are enrolled in the emergency shelter program for the Rapid Rehousing program.
 - vi. Notify the Court Program Coordinators of any obstacles preventing the participant from receiving immediate emergency shelter placement or Rapid Rehousing, to include the inability to contact the participant for the completion of the assessments outlined in iii and v above.
 - vii. Meet with all participants receiving emergency or Rapid Rehousing a minimum of once monthly.
 - viii. Develop a housing sustainability plan for all participants placed in Rapid Rehousing with the goal of assisting participants to transition from the financial support offered by this program to independent living.
 - ix. Partner with the Court Program staff to ensure participants access job training, education, job placement services, and assistance with State/Federal benefits that they may qualify for in order to achieve the goals set forth in the housing plan referenced in viii above.
 - x. Facilitate the completion of all documentation related to housing placement including rental assistance agreements and leases.
 - xi. Develop partnerships with emergency shelter hotels/motels who will accept emergency shelter placements of a duration between 1 day and 90 days, and landlords for Rapid Housing within the confines of Fulton County, Georgia within 31 days of the execution of this agreement.
 - xii. Ensure that adequate partnerships references in xi above are made to serve adult males and females, families with 1-2 adults and dependent children up to the age of 18.
 - xiii. Coordinate and document all invoicing and billing services for housing and case management services on a monthly basis.
 - xiv. Provide supporting documentation of all monthly expenses to Court Program staff to be included with invoices submitted to the County for payment on a monthly basis.
 - xv. Manage the Homeless Management Information System (HMIS) requirements and the use of the COVID-19 screening too.

4. Fulton County agrees to:

- A. Serve as the fiscal agent for purposes of the CJCC/CACJ grant;
- B. Maintain ultimate responsibility for day-to-day project management towards achieving the goals and objectives of the grant from CJCC/CACJ;
- C. Review and approve for payment the monthly invoices based on the attached budget submitted by View Point Health;

- D. Coordinate with View Point Health to develop a work schedule that meets the needs of the Program;
- E. Provide oversight of the Housing Case Manager(s) activities while on Court premises;

5. Compensation

View Point Health shall submit invoices for 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 View Point Health within thirty (30) days after receipt of a proper invoice. Fulton County's total obligation under this Agreement is no more than **\$37,500**.

6. Indemnification

View Point Health 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 View Point Health, its directors, officers, employees, agents, successors and assigns related to the performance under this Agreement. View Point Health 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 View Point Health, 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, employees, and agents.

7. Compliance with applicable laws

View Point Health and Fulton County agree to abide by all state and federal laws, rules, and regulations respecting the confidentiality of individuals. View Point Health 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 View Point Health. At all times, View Point Health shall be deemed to be an independent contractor and View Point Health is not authorized to bind Fulton County to any agreements or other obligations. In executing this Agreement, View Point Health 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:

David Summerlin, Superior Court

136 Pryor Street, SW, Suite J2-640

Atlanta, GA 30303

Email: David.Summerlin@fultoncountyga.gov

With a copy to:

Fulton County Office of the County Attorney

141 Pryor Street, SW, Suite 4038

Atlanta, Georgia 30303

Notice to Contractor, shall be addressed as follows:

12. Termination for convenience

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

SIGNATURES ON NEXT PAGE

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

On behalf of View Point Health:

Dated: _____

Name: _____

Title: _____

Signature: _____

FULTON COUNTY, GEORGIA

APPROVED AS TO CONTENT:

David Summerlin
Court Administrator, Superior Court

Date: _____

Cassandra Kirk
Chief Magistrate Judge, Magistrate Court

Date: _____

Timothy W. Ezell
Chief Administrative Officer/Court Administrator, Juvenile Court

Date: _____

APPROVED AS TO FORM:

Office of the County Attorney

Date: _____

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Date: _____

ATTEST:

Tonya R. Grier
Chief Deputy Clerk to the Board of Commissioners

Date: _____

(Affix County Seal)