

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 Applied Research Services, Inc. ("ARS"), effective October 1, 2020 through September 30, 2021, in an amount not to exceed \$30,000. ARS will support the Fulton County Peer Recovery Support Services Project by providing program evaluation, research, data collection and analysis. 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: Applied Research Services, Inc. (ARS) will support the Fulton County Peer Recovery Support Project (PRSS) by: Supporting the planning and sustainment of PRSS through proactive program evaluation, rigorous research, data collection and analysis, provision of evaluation feedback in written and oral forms, and assisting with production of deliverables required per the grant, including data and programmatic reports required by SAMHSA. Additionally, ARS will track key outcomes identified by Fulton County, in its SAMHSA grant application as well as any other outcomes required by the funder, such as, the degree to which frequent utilizers demonstrate reduced ER visits, hospitalizations, and jail bed days. ARS will also obtain approval and ongoing oversight of these evaluation and research activities by a qualified Independent Institutional Review Board (IRB).

Community Impact: Improves public safety in the community by securing the data necessary to identify individuals with mental illnesses (MI) or co-occurring mental illness and substance abuse (CMISA).

Department Recommendation: Superior Court Administration recommends renewing this

Agency Director Approval**County Manager's Approval**

Typed Name and Title

Phone

Signature

Date

agreement to ensure the success of the program and grant 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 the renewal of this agreement.

History of BOC Agenda Item: Originally Approved BOC# 19-0547

Contract & Compliance Information	<i>(Provide Contractor and Subcontractor details.)</i>
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N/A

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

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

20-0630

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:	MBE/FBE Participation:
Original Approved Amount: 30000	Amount: N/A %: .
Previous Adjustments: 30000	Amount: . %: .
This Request: 30000	Amount: . %: .
TOTAL: 90000	Amount: . %: .

Grant Information Summary:

Amount Requested: 30000	<input type="checkbox"/>	Cash
Match Required: N/A	<input type="checkbox"/>	In-Kind
Start Date: 10/1/2020	<input type="checkbox"/>	Approval to Award
End Date: 9/30/2021	<input type="checkbox"/>	Apply & Accept
Match Account \$: .		

Funding Line 1: 461-450-PR20-1160	Funding Line 2: Pending Budget Set up	Funding Line 3: .	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: .

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
APPLIED RESEARCH SERVICES, INC.**

This agreement is entered between Fulton County, Georgia ("Fulton County"), on behalf of Fulton County Superior Court, and Applied Research Services, Inc. ("ARS") 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 Substance Abuse and Mental Health Administration ("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 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 Government Performance and Results Act ("GRPA") reporting.

Whereas, ARS specializes in complex research design and analysis to support public policy, programming, and legislative decisions and has extensive experience in analyzing correctional agency data for the purposes of designing risk assessment instruments, designing and evaluating graduated sanction programs and evaluating offender programs

Whereas, ARS relies on state-of-the-art survey, analytical, data mining, simulation, and business intelligence tools to provide decision support.



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") which will coincide with the grant. 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. ARS agrees to:

- A. Support the planning and sustainment of PRSS through proactive program evaluation, rigorous research, data collection and analysis, provision of evaluation feedback in written and oral forms, and assisting with production of deliverables required per the grant, including data and programmatic reports required by SAMHSA.
- B. Serve as the project Research Partner, and, in doing so, will request, obtain, and analyze court, criminal justice, FCAC and PRSS program participation, and third-party service delivery data from FCAC for the purpose of conducting a comprehensive process and outcome evaluation of the implementation of PRSS activities. The data will be used to assess the functions of the activities provided through and in concert with the SAMSHA-funded activities as identified by FCAC, assess progress towards program and grant objectives, and the degree to which the project results in the goals and objectives stated in the grant proposal.
- C. Work closely with the FCAC, Fulton County's information technology staff, and other stakeholders identified by FCAC to secure the data necessary to identify target populations, which is individuals with mental illnesses (MI) or co-occurring mental illness and substance abuse (CMISA) booked into jail, areas of likely service need for PRSS, FCAC services provided, associated costs of services, and potential means of addressing frequent utilizer needs.
- D. Employ a variety of processes the degree to which the target populations are provided services aligned with their needs.
- E. Develop a simulation model to assess the degree to which provision of PRSS and FCAC services to the target population will likely result in reduced service utilization.
- F. Track key outcomes identified by Fulton County, its SAMHSA grant application as well as any other outcomes required by the funder, such as the degree to which frequent utilizers demonstrate reduced ER visits, hospitalizations, and jail bed days.
- G. Seek approval and ongoing oversight of these evaluation and research activities by a qualified Independent Institutional Review Board (IRB). Store all data collected and compiled, whether in its original format or a format created by ARS, on behalf of Fulton County with the understanding that the data, formatted and unformatted, belongs solely to Fulton County. Such data shall be transferred to Fulton County following the completion or termination of this Agreement.

4. Fulton County agrees to:

- A. Serve as the fiscal agent for purposes of the SAMHSA grant;
- B. Maintain ultimate responsibility for day-to-day project management towards achieving the goals and objectives of the grant from SAMHSA.



- C. Through FCAC, provide data and access to grant-related activities to ARS research staff in a timely manner so as to allow ARS to abide by all deadlines imposed by FCAC, Fulton County, this agreement or the requirements of the SAMHSA grant, to include providing access in the form of user credentials to the state-mandated court management information system, permission to observe court hearings, observe and participate in staffing, and conduct interviews and focus groups with FCAC personnel and participants as well as vendors and other providers associated with PRSS.
- D. Through FCAC, manage the IRB-mandated Informed Consent process, to wit, having either FCAC personnel or a clinical associate administer and collect signed informed consent documents from all potential participants who agree to participate in the research and evaluation activities. Informed consent is to be obtained no later than the orientation process for which the potential client will attend. Failing to consent to participating in the research and evaluation activities does not prohibit participation in PRSS.

5. Compensation

ARS 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 ARS within thirty (30) days after receipt of a proper invoice. Fulton County's total obligation under this Agreement is \$30,000.00.

6. Indemnification

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

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

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:

Kevin Baldwin, Ph.D.
Applied Research Services, Inc.
3235 Cains Hill Place NW
Atlanta, GA 30305

12. Termination for convenience

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



13. Termination due to loss of grant funds

The parties understand that this agreement is funded by federal grant funds, namely funds from the SAMHSA grant referenced herein, and that loss of said grant funds could make fulfillment of this contract impossible. Thus, Fulton County may terminate this agreement immediately if funding for this agreement becomes unavailable or the SAMHSA grant is lost for any reason.

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 Applied Research Services, Inc.:

Dated: 7/26/2019

Name: John Speir, Ph.D.

Title: Managing Partner

Signature: [Signature]

FULTON COUNTY, GEORGIA

[Signature]

Robert L. Pitts, Chairman
Board of Commissioners

ATTEST:

[Signature]
Dr. Jesse Harris
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

[Signature]
Office of the County Attorney

APPROVED AS TO CONTENT:

[Signature]
David Summerlin
Interim Court Administrator

ITEM # 19-0547 RM 7/10/19
REGULAR MEETING