



## MEMORANDUM OF UNDERSTANDING (MOU) between

### CaringWorks, Inc. and Fulton County on behalf of The Accountability Court of Fulton County

This is an agreement between **CaringWorks, Inc.**, a domestic non-profit corporation with a principal address of 2785 LAWRENCEVILLE HWY, STE 205, DECATUR, GA, 30033, USA “CaringWorks” and Fulton County, Georgia, a political subdivision of the state of Georgia, on behalf of **The Accountability Court of Fulton County** hereinafter called “**FCAC**”; hereinafter referred to singularly as the “party” or collectively as the “parties”.

**WHEREAS, CaringWorks** created the Oasis of Hope program to expand substance use disorder (SUD) treatment and related recovery and reentry services to sentenced adults in the criminal justice system with a SUD and/or co-occurring substance use and mental disorders, who are returning to their families and community following a period of incarceration in state and local facilities including prisons, jails, or detention centers.

**WHEREAS, FCAC** came into existence in 1997 and is an intensive outpatient treatment program that provides an opportunity for those with substance use and mental health issues to get treatment and avoid jail time if they successfully complete the 18 to 24-month program. In addition to treatment, the participants receive judicial monitoring, peer mentoring services, assistance with housing, job training, GED/literacy services, and transportation assistance during the early stages of treatment.

**WHEREAS**, the parties enter into this MOU for the purposes of establishing a collaborative partnership, beginning January 1, 2024 through December 31, 2024 with four subsequent one-year renewal options if approved by the parties in writing, for a final end date of December 31, 2028 if all options are exercised, to implement the identified goals as outlined by the Oasis program:

- Goal # 1: Project participants will experience sustained sobriety and reduce their risk of recidivism.
- Goal #2: Project participants will demonstrate improvements in mental health functioning thus contributing to a reduction in their risk of recidivism.
- Goal #3: Participants will optimize their ability to achieve self-sufficiency and successfully deter the risk of recidivism.

**NOW, THEREFORE**, the parties agree mutually to collaborate as follows:

<b>FCAC:</b>	<ol style="list-style-type: none"><li>1. Provide basic assessment for eligibility into the program.</li><li>2. Refer appropriate individuals to CaringWorks who have provided a written, signed authorization for FCAC to share their health information and identifying information with CaringWorks. No referrals will be made for participant’s who do not authorize FCAC to share their health information and identifying information with CaringWorks.</li><li>3. Provide intensive outpatient treatment.</li><li>4. Offer judicial monitoring, peer mentoring services, job training, GED/literacy services and transportation services.</li><li>5. Assure timely communications with CaringWorks, Inc regarding participant’s progress in Accountability Court and changes in their status that impact their participation in CaringWorks, Inc.’s Oasis of Hope program</li></ol>
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<b>CaringWorks:</b>	<ol style="list-style-type: none"> <li>1. Provide supportive housing and services including team-based case management, access to healthcare, employment assistance, and access to income support.</li> <li>2. Develop individualized treatment plans and approaches.</li> <li>3. Utilize evidence-based and population appropriate treatment services.</li> <li>4. Provide drug testing as required for supervision, treatment adherence, and therapeutic intervention.</li> <li>5. Screen for infectious diseases including HIV and viral hepatitis.</li> <li>6. Develop a Memorandum of Understanding with <b>Fulton County on behalf of The Accountability Court of Fulton County</b> within 90 days of the receipt of funding.</li> </ol>
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This MOU may be terminated without cause by either party, upon **thirty (30) days** written notice to the other party and providing their intent and rationale for doing so to the other party. This MOU shall be in effect upon the signature of authorized officials from both parties.

- The Accountability Court of Fulton County shall maintain records related to all work under this MOU and shall make such records available to review upon request by CaringWorks. Only records authorized for provision by the participants will be made available
- The parties agree to provide services in a non-discriminatory manner without discrimination or regard to race, age, sex, creed, religion, sexual orientation, national origin, or disability.
- The parties agree to carry out their responsibilities under this Agreement in compliance with all Federal, State and Local Laws and Regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.
  - Neither party may assign their rights and responsibilities under this Agreement without the prior written consent of the other party.
  - This Agreement shall be binding upon the parties, their permitted assigns, and their successors in interest. Changes to assigns must be documented and approved in writing by both parties.
  - If any term or provision of this agreement is found to be invalid, the remainder of the provisions shall remain in full force and effect and shall in no way be affected.
  - This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.
  - No modification or alteration of this agreement will be valid or effective unless such modification is made in writing and signed by all parties and affixed to this agreement as an amendment.
  - As between the parties, there shall be no payment for the services of either party to this MOU.
  - Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between FCAC and CaringWorks. Under no circumstances shall CaringWorks its directors, officers, employees, agents, successors, subcontractors or assigns, be deemed employees, agents, partners, successors, assigns or legal representatives of FCAC. At all times during its performance hereunder, CaringWorks shall be considered as an independent contractor and shall not become or be deemed to be an agent, servant, or employee of FCAC. CaringWorks acknowledges that any and all individuals supplied hereunder to provide the services required of CaringWorks shall be employees, contractors, or agents of CaringWorks. As between CaringWorks and FCAC, CaringWorks will be responsible for all FICA, Federal, and State withholding taxes and worker's compensation coverage, and for any and all employment benefits due employees, contractors, or agents of the CaringWorks.
- Professional Responsibility.

All the services required hereunder will be performed by the parties who shall be and remain fully qualified and shall be authorized or permitted under applicable federal, state, and local law to perform such services.

None of the work or services covered by this agreement shall be transferred, assigned, or subcontracted by CaringWorks without the prior written consent of the FCAC.

- Insurance.

Prior to entering into this agreement, CaringWorks shall provide FCAC with a certificate of insurance which demonstrates CaringWorks's insurance coverages:

- (1) workers compensation insurance as required by state law with employers liability insurance limits of not less than one million dollars (\$1,000,000.00) each accident/policy limit/each employee;
- (2) comprehensive general liability insurance, including contractual liability insurance, bodily injury, property damage, products and completed operations, personal and advertising injury, and any other type of liability for which this agreement/MOU shall apply with limits of liability on not less than one million dollars (\$1,000,000.00) each occurrence / two million dollars (\$2,000,000.00) policy aggregate;
- (3) commercial auto liability insurance with a policy limit on not less than one million dollars (\$1,000,000.00) aggregate limit for bodily injury, property damage, including any owned, non-owned, and hired auto liability coverage for such vehicles;
- (4) professional (medical malpractice) liability insurance with policy limits of not less than two million dollars (\$2,000,000) per claim/occurrence and policy aggregate. Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during the three (3) year term, CaringWorks shall procure and evidence full extended reporting period (erp) coverage.

Such certificates of insurance are to list Fulton County as an additional insured (except for workers compensation and professional liability). CaringWorks is obligated and shall keep an insurance policy in force and effect throughout the term of this agreement, which meets the above requirements. The obligations for CaringWorks to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve CaringWorks from any liability incurred as a result of their activities/operations in conjunction with this agreement.

CaringWorks shall send the FCAC a copy of its certificates of insurances upon each annual renewal of the policy, and shall provide written notice to FCAC immediately when and if it becomes aware of or receives notice from any insurance broker or company that coverage afforded under such policy or policies shall expire, be cancelled or altered. CaringWorks' insurance shall apply as primary insurance before any other insurance or self-insurance, including deductibles, non-contributory, and waiver of subrogation provided in favor of FCAC.

- Indemnification and defense

CaringWorks hereby agrees to defend, indemnify and hold harmless FCAC, along with its board members, directors, officers, employees, and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by CaringWorks, its directors, officers, employees, subcontractors, successor, assigns or agent of the CaringWorks or

otherwise in connection with its acceptance, or the performance, or nonperformance, of its obligations under this agreement.

CaringWorks further agrees to indemnify, defend, and hold harmless FCAC, its officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the worker's compensation act, disability benefits act, or any other employee benefits act arising out of injuries sustained by any employees of CaringWorks. These indemnities shall not be limited by reason of the listing of any insurance coverage. The provisions of this article, expressly including indemnification, survive the expiration or earlier termination of this agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of CaringWorks.

**CaringWorks** and **FCAC** indicate their agreement to go into effective the last date signed below:

**CARINGWORKS, INC.**

By: \_\_\_\_\_

Ashlee Starr  
Chief Operating Officer

**FULTON COUNTY, GEORGIA**

By: \_\_\_\_\_

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Tonya R. Grier  
Clerk to the Commission

APPROVED AS TO FORM

\_\_\_\_\_  
Y. Soo Jo  
County Attorney