



Fulton County Board of Commissioners  
**Agenda Item Summary**

**# 20-0502**

**BOC Meeting Date**  
**8/5/2020**

**Requesting Agency**  
 BHDD

**Commission Districts Affected**  
 All Districts

**Requested Action :**

Request approval of a Memorandum of Understanding between Fulton County, Georgia, on behalf of the Fulton County Department of Behavioral Health and Developmental Disabilities (BHDD), and the Atlanta/Fulton County Pre-Arrest Diversion Initiative, Inc. (PAD), to continue financial support for delivery of support services for pre-arrest diversion services in the amount of \$300,000. Effective Upon BOC approval to December 31, 2020.

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

O.C.G.A. Sec. 36-10-1: All official contracts entered into by the County governing authority and with other persons on behalf of the County shall be in writing and entered in its minutes.

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

Yes                      Health and Human Services

**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:**

Fulton County, through the Department of BHDD, desires to continue providing shared resources for support and coordination of pre-arrest diversion services for adult participants. The Atlanta/Fulton County Pre-Arrest Diversion (PAD) Initiative was developed in partnership with the City of Atlanta and Fulton County as a strategy to provide timely intervention and redirection for individuals experiencing substance addiction, mental health concerns, or extreme poverty. As a pre-arrest program, PAD accepts diversion referrals from law enforcement at the time of the alleged crime, instead of post-booking and court involvement. This unique initiative allows our community to address behavioral health and quality of life concerns through case management and linkage to care and treatment, when otherwise the individual would have merely landed in jail. The people that cycle through our jails are people who need assistance. They are the people that other diversion programs often reject: those with prior convictions, with pending cases or warrants, who have already gone through a diversion program, who cannot pay for the cost of pre-trial intervention, who are homeless, or who do not pass random drug screens. As a result, these people fall through the cracks. They spend more time in jail, frequently recidivate, and do not receive treatment for underlying mental

Agency Director Approval		County Manager's Approval
<b>Typed Name and Title</b> LaTrina Foster, LPC, Director, BHDD	<b>Phone</b> 404-612-1687	
<b>Signature</b>	<b>Date</b>	

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

health and addiction problems. Through law enforcement diversion and intensive care navigation, PAD creates a unique and necessary pathway for these individuals to connect to county and city services. This request matched the City of Atlanta FY 2020 investment in the Pre-Arrest Diversion model. Funding will support the expansion of the PAD Care Navigation team and direct participant services (including emergency housing, transportation, identification and other assistance).

Community Impact:

Fulton County, through the Department of BHDD, desires for Atlanta/Fulton County PAD to continue to increase the care for individuals with mental illness while they are in jail and to lower the recidivism rates after transitioning back into the community.

Department Recommendation:

The Fulton County Department of Behavioral Health and Developmental Disabilities recommends the approval of the Memorandum of Understanding.

Project Implications:

The services described under the Scope of Work for this Contract shall be performed by Atlanta/Fulton County PAD.

Community Issues/Concerns: None

Department Issues/Concerns: None

History of BOC Agenda Item:

This item was approved by the Fulton County BOC Item# 19-0312 on 5/1/19.

<b>Contract &amp; Compliance Information</b>	<i>(Provide Contractor and Subcontractor details.)</i>
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Agency Director Approval		County Manager's Approval
<b>Typed Name and Title</b> LaTrina Foster, LPC, Director, BHDD	<b>Phone</b> 404-612-1687	
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**# 20-0502**

Solicitation Information	NON-MFBE	MBE	FBE	TOTAL
No. Bid Notices Sent:				
No. Bids Received:				
<b>Total Contract Value</b>	.			
<b>Total M/FBE Values</b>	.			
<b>Total Prime Value</b>	.			
<b>Fiscal Impact / Funding Source</b>	<i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i>			
100-755-8226-1160 - General Funds, BHDD, Professional Services - \$300,000.00				
<b>Exhibits Attached</b>	<i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i>			
Exhibit 1 – MOU – BHDD and Atlanta Pre-Arrest Diversion for 2020				
<b>Source of Additional Information</b>	<i>(Type Name, Title, Agency and Phone)</i>			
LaTrina Foster, LPC, Director of BHDD 404-612-1687				

Agency Director Approval		County Manager's Approval
<b>Typed Name and Title</b> LaTrina Foster, LPC, Director, BHDD	<b>Phone</b> 404-612-1687	
<b>Signature</b>	<b>Date</b>	

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

Continued

**Procurement**

<b>Contract Attached:</b> Yes	<b>Previous Contracts:</b> Yes		
<b>Solicitation Number:</b> .	<b>Submitting Agency:</b> .	<b>Staff Contact:</b> LaTrina Foster, LPC, Director BHDD	<b>Contact Phone:</b> .404-612-1687

**Arrest : MOU – BHDD and Pre-Arrest Diversion (PAD) for 2020.**

**FINANCIAL SUMMARY**

<b>Total Contract Value:</b>	<b>MBE/FBE Participation:</b>
Original Approved Amount: \$400,000.00	Amount: .                   %: .
Previous Adjustments: .	Amount: .                   %: .
This Request: \$300,000.00	Amount: .                   %: .
TOTAL: \$700,000.00	Amount: .                   %: .

**Grant Information Summary:**

Amount Requested: .	<input type="checkbox"/>	Cash
Match Required: .	<input type="checkbox"/>	In-Kind
Start Date: .	<input type="checkbox"/>	Approval to Award
End Date: .	<input type="checkbox"/>	Apply & Accept
Match Account \$: .		

<b>Funding Line 1:</b> 100-755-8226-1160	<b>Funding Line 2:</b> .	<b>Funding Line 3:</b> .	<b>Funding Line 4:</b> .
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**KEY CONTRACT TERMS**

<b>Start Date:</b> 7/1/2020	<b>End Date:</b> 12/31/2020
<b>Cost Adjustment:</b> .	<b>Renewal/Extension Terms:</b> .

**ROUTING & APPROVALS**

(Do not edit below this line)

X	Originating Department:	Foster, LaTrina	Date: 7/27/2020
X	County Attorney:	Stewart, Denval	Date: 7/23/2020
.	Purchasing/Contract Compliance:	.	Date: .
X	Finance/Budget Analyst/Grants Admin:	Whitted, Ivan	Date: 7/16/2020
.	Grants Management:	.	Date: .
X	County Manager:	Anderson, Dick	Date: 7/27/2020

**MEMORANDUM OF UNDERSTANDING BETWEEN FULTON COUNTY, GEORGIA,  
ON BEHALF OF THE FULTON COUNTY DEPARTMENTS OF BEHAVIORAL  
HEALTH AND DEVELOPMENTAL DISABILITIES, AND THE ATLANTA FULTON  
PRE-ARREST DIVERSION INITIATIVE, INC.**

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”)** is made and entered into upon all parties affixing their signatures on this document between **Fulton County, Georgia**, a political subdivision of the State of Georgia (“**Fulton County**”), by and through its **Departments of Behavioral Health and Developmental Disabilities (BHDD)**, and **Atlanta/Fulton County Pre-Arrest Diversion, Inc. (“PAD”)**, (hereinafter collectively referred to as the “Parties”).

**WHEREAS**, PAD is aimed at redirecting individuals out of the criminal justice system through the coordination of the Atlanta Fulton Law Enforcement Assisted Diversion Initiative; and

**WHEREAS**, the PAD has received financial support from a number of governmental agencies and private donors; and

**WHEREAS**, PAD anticipates that the LEAD initiative will reduce arrests and recidivism rates in Fulton County while providing social services to those suffering from mental illness and extreme poverty; and

**WHEREAS**, PAD seeks funding to continue to hire staff and provide basic necessities to participants who are served; and

**WHEREAS**, Fulton County believes that reducing crime while providing services to citizens and individuals in need is in the benefit of all Fulton County residents; and

**WHEREAS**, the Parties agree that it is beneficial to work together to achieve synergies for success in the programs; and

**WHEREAS**, the Fulton County BHDD supports use of funds in their budget to support the Atlanta Fulton Pre-Arrest Diversion Initiative; and

**WHEREAS**, the Parties deem it to be in the best interest of Fulton County citizens to enter into this MOU under the terms and conditions expressed;

**NOW, THEREFORE**, in consideration of the mutual benefits to both parties, it is hereby agreed as follows:

**ARTICLE I. PURPOSE AND INTENT**

The purpose of this MOU between Fulton County and Atlanta/Fulton County Pre-Arrest Diversion Initiative, Inc. is to establish and formalize the obligations and responsibilities of the

Parties related to Fulton County in the amount of \$300,000.00 to PAD to fund the coordination of the Atlanta Fulton Law Enforcement Assisted Diversion (LEAD) Initiative, including diversion services and care navigation efforts.

1.1 The Atlanta/Fulton County Pre-Arrest Diversion Initiative (PAD) seeks to reduce criminal justice system involvement for people who have already had substantial contact with the criminal justice system; improve public safety and public health by improving neighborhood and participant quality of life through harm-reduction interventions; and advocate for new pathways for more appropriate service provision. In 2020 PAD has the following objectives:

- **By December 2020, complete 150 successful law enforcement assisted diversion referrals from local jails**, by providing mobile and drop-off diversion referral services to Atlanta Police Department in Zones 5 and 6; and coordination of monthly meetings of city and county criminal legal agencies (LEAD Operational Working Group) to review referrals and reduce legal barriers to success.
- **By December 2020, increase proportion of diversion referrals for state charges to 40% of all diversion referral**, by coordinating with law enforcement to identify priority charges and locations and conduct ongoing engagement with officers; collaborating with Fulton County Solicitor's Office to establish pre-accusal diversion that allows solicitor's to identify referrals for priority charges at jail booking, and divert to PAD at first appearance; Collaborating with Fulton County Superior Court high utilizer project to identify individuals to prioritize for diversion; and working with Fulton County leadership to continue planning for a diversion center with co-located mental health, housing assessment, and peer recovery support services.
- **Annually, PAD will demonstrate a 40% reduction in recidivism of active LEAD participants, as measured by re-arrests, length of time between arrests, and length of time in jail.** Activities include providing legal system navigation to LEAD participants, focused on identifying open cases, resolving warrants, and connecting to legal services for both civil and criminal matters; accompanying participant's to court and provide service plans and other mitigating evidence to court to support the dismissal or reduction of charges.
- **Within three months of program enrollment, 70% of active LEAD participants diverted within the year will have completed at least one goal pertaining to housing, income, or health**, by providing harm reduction-based case management and linkage to care to support participants' quality of life goals, including housing, recovery support, mental and physical health care, income obtainment, and re-connection to family and friends; dedicated staff coordinators for housing placement and mental health/substance use support placement.

- **Annually, complete 500 outreach encounters with individuals who are not current participants** by conducting street outreach with partner agencies; providing harm reduction supplies and referrals to community members at risk of police contact; and serving as a liaison to the community attending community meetings, fielding community concerns, and conducting proactive outreach to these areas.

1.2 Neither this Agreement, nor any activities described herein, shall be construed as creating a legal partnership, joint venture, franchise, agency, or other such relationship, but instead a collaboration on programs to serve citizens in Fulton County in furtherance of the Parties' public purpose. No party shall have the right, power, or authority to obligate or bind the other party in any manner whatsoever, without the other party's prior written consent.

## **ARTICLE II. FUNDING AND USE OF THE FUNDS**

2.1 Upon approval by the Fulton County Board of Commissioners, Fulton County, through its County Department of BHDD, shall provide a one-time grant to PAD, Inc. in the amount of Three Hundred Thousand and Zero Dollars (\$300,000.00) (the "Funding Amount"). The Funding Amount shall be obtained from the Fulton County BHDD General Fund Budget in the amount of \$300,000.

2.2 PAD shall use the Funding Amount provided by Fulton County solely for the purpose of funding its operations. PAD shall provide the Department of BHDD with staff bios and job descriptions for all new hires.

2.3 In no event shall Fulton County be obligated for funding in excess of the Funding Amount.

## **ARTICLE III. REPORTING AND RESPONSIBILITY OF PAD**

In consideration for the Funding Amount, PAD shall have the following reporting and other responsibilities:

3.1 **Midterm Reports.** On or before September 30, 2020, PAD shall provide to the Department of BHDD both a narrative report and a financial report of the progress of the Pre-Arrest Diversion Initiative for the period from contract execution until September 30, 2020.

3.2 **Final Reports.** On or before December 31, 2020, PAD shall provide to the Department of BHDD both a narrative report and a financial report of the progress of the Pre-Arrest Diversion Initiative for the period of October 1, 2020 until December 31, 2020.

3.3 **Evaluations.** In addition to the Midterm and Final Reports, PAD agrees to provide to the Department of BHDD the independent third-party evaluation of the two-year PAD pilot period, which evaluates the success of the pilot related to recidivism, quality of life,

community and stakeholder perception of safety and policing, and police officer training and practices.

3.4 **Financial Records.** PAD agrees to maintain and make available to the Department of BHDD upon reasonable request all of PAD financial records that are kept in the ordinary course of business. The Department of BHDD agrees that all requests shall be made in writing and to provide the PAD a reasonable time to respond to any such request for financial records.

3.5 **Policy Coordinating Group.** PAD agrees to ensure participation of County leadership in quarterly meetings conducted by PAD and shall provide sufficient prior written notice of the meetings and agenda to the Fulton County Manager's Office. PAD shall provide meeting minutes or outcomes to the County through the office of the County manager.

#### **ARTICLE IV. TERM OF AGREEMENT**

This MOU is effective upon execution and shall expire on December 31, 2020, unless extended in writing and Board of Commissioners' approval. Notwithstanding anything contained herein, PAD's reporting obligations as set forth in Article 3.2 shall survive the expiration or termination of this MOU.

#### **ARTICLE V. TERMINATION**

4.1 Termination without Cause. Notwithstanding anything contained herein to the contrary, Fulton County may terminate this MOU without cause by providing PAD with sixty days' (60) written notice.

4.2 Upon termination of the MOU under this Article, the Parties shall agree upon any outstanding present and future obligations and performance commitments to one another, and shall arrange for a proper accounting and work plan for any and all such obligations.

#### **ARTICLE VI. MODIFICATIONS**

This MOU may be modified at any time by written agreement of the Parties, with such modification being subject to approval by the governing bodies of the Parties.

#### **ARTICLE VII. NOTICES**

For purposes of this MOU, any notices required to be sent to the Parties shall be hand delivered or mailed to the addresses provided below:

Fulton County BHDD  
Attn: LaTrina Foster, LPC

141 Pryor Street, SW  
Suite 1031  
Atlanta, Georgia 30303

With a concurrent copy to:  
Fulton County Attorney  
Office of the Fulton County Attorney  
141 Pryor Street, S.W.  
Suite 4038  
Atlanta, GA 30303

Atlanta/Fulton County Pre-Arrest Diversion Initiative, Inc.  
Attn: Moki Macías  
236 Forsyth Street, SW  
Suite 200  
Atlanta, Georgia 30303

**ARTICLE VIII. GENERAL PROVISIONS**

- 5.1 If any part of this MOU is found to be invalid or unenforceable, or is otherwise stricken, the rest of this MOU shall remain in full force and effect.
- 5.2 This MOU constitutes the entire MOU between the Parties. It supersedes any prior oral understandings between them with respect to the matters addressed herein.
- 5.3 Waiver of any term or condition of this MOU shall be effective in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this MOU. Nothing herein shall constitute or be considered a limitation upon or waiver of the Parties' rights under applicable law.
- 5.4 This MOU is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers, or interests in any third party. Fulton County, including its respective officers, officials, employees, or agents, shall not be liable to third parties by any act or omission of the other party.
- 5.5 This MOU shall be governed by the laws of the State of Georgia.
- 5.6 This MOU may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.

[Signatures On Next Page]

**IN WITNESS WHEREOF**, the parties have set their hands and affixed their seals this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**FULTON COUNTY, GEORGIA**

**ATLANTA/FULTON COUNTY PRE-ARREST  
DIVERSION INC.**

Approved:

Approved:

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

\_\_\_\_\_  
Moki Macías  
Executive Director  
Atlanta Fulton Pre-Arrest Diversion Initiative, Inc.

Attest:

\_\_\_\_\_  
Tonya R. Grier  
Interim Clerk to the Commission (Seal)

Approved as to Content:

\_\_\_\_\_  
LaTrina Foster, LPC, Director  
Fulton County BHDD

Approved as to Form:

\_\_\_\_\_  
Office of the County Attorney