

**THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY  
COMMISSION AGENDA ITEM**

**SUBJECT:** Approve Memorandum of Understanding between the Unified Government of Athens-Clarke County and Advantage Behavioral Health Systems to create an Alternative Response Team

**DATE:** October 1, 2021

**BUDGET INFORMATION:**

REVENUES: \$276,800 American Rescue Plan Revenue Recovery Funds

EXPENSES: \$276,800

ANNUAL: N/A

CAPITAL:

OTHER:

FUNDING SOURCE: American Rescue Plan Local Fiscal Recovery Funds

**COMMISSION ACTION REQUESTED ON:** October 5, 2021

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**PURPOSE:**

To request that the Mayor and Commission approve a Memorandum of Understanding with Advantage Behavioral Health Systems to create an Alternative Response Team, a civilian community response team, for non-emergency behavioral events and assign the FY22 approved funds of \$276,800 for these purposes.

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**HISTORY:**

1. On February 17, 2015, the U.S. Department of Justice's Bureau of Justice Assistance requested applications for funding under the terms of the FY 2015 Justice and Mental Health Collaboration Program (JMHCP). A collaborative effort among Athens-Clarke County stakeholders in the spring of 2015 resulted in the development of a grant funding proposal towards strategic planning for law enforcement and mental health collaboration.
2. On April 13, 2015, a grant application was submitted by the ACCPD consistent with grant requirements.
3. On September 22, 2015, notice was received that an award of funds was available under the JMHCP in the amount of \$149,790.
4. On November 3, 2015, the Mayor and Commission approved the acceptance of the JMHCP funds.

5. On January 18, 2017, the U.S. Department of Justice's Bureau of Justice Assistance requested competitive applications for funding under the terms of the FY 2017 JMHCP. Grant stakeholders began the compilation of materials for a potential continuation of the JMHCP grant under the terms of an implementation and expansion grant.
6. On April 4, 2017, the ACCPD submitted a FY 2017 JMHCP grant application consistent with the implementation and expansion of mental health services in Athens-Clarke County.
7. On May 2, 2017, the Mayor and Commission approved the acceptance of the JMHCP funds (Phase II), when awarded.
8. On September 20, 2017, notice was received that an award of funds was available under the FY 2017 JMHCP in the amount of \$300,000, with a requisite match of \$75,000. Funds from the General Fund FY18 and FY19 Budgets were authorized to meet the local funds requirement.
9. On April 23, 2019, the U.S. Department of Justice's Bureau of Justice Assistance requested competitive applications for funding under the terms of the FY 2019 JMHCP. Current grant stakeholders began the compilation of materials for a potential continuation of the JMHCP grant under the terms of a second implementation and expansion grant.
10. On July, 15, 2019, the ACCPD submitted a FY 2019 JMHCP grant application consistent with the implementation and expansion of mental health services in Athens-Clarke County.
11. On August 6, 2019, the Mayor and Commission approved the ACCPD's application for, and acceptance of, a Justice and Mental Health Collaboration Program grant for the Athens-Clarke County Police Department (ACCPD) in the amount of \$750,000 with a \$150,000 program match.
12. On September 27, 2019, notice was received that an award of funds was available under the FY 2019 JMHCP in the amount of \$600,000, with a requisite match of \$208,500.
13. On June 11, 2020, the ACCPD was joined with Advantage Behavioral Health Systems in re-naming the mental health crisis response initiative the "Jerry NeSmith Behavioral Health Co-Responder Program." Such was in recognition of the late commissioner's tireless efforts in support of the program from concept to enactment, and in appreciation of his laudable and sustained efforts for all elements of mental health service delivery throughout the State of Georgia.
14. On April 30, 2021, Advantage Behavioral Health Systems submitted a proposal to Mayor Kelly Girtz regarding an alternative response team that would consist of an EMT and clinician working collaboratively with the existing Co-Responder teams and Street Outreach program.

15. On June 15, 2021, the M&C approved the 2022 Fiscal Year Annual Operating and Capital Budget which included the following items:
  - a. Bolstering the Jerry NeSmith Co-Responder Unit with four additional Licensed Clinical Social Workers who will be paired with re-deployed ACCPD officers, creating a total of seven units.
  - b. An initiative to create an Alternative Crisis Response Team for 9 months, beginning in 2<sup>nd</sup> quarter of 2021 at a cost of \$276,800.
16. On August 10, 2021, ACCPD received a copy of a July 2021 Bureau of Justice Assistance article detailing the impacts of the JMHCP. ("Law Enforcement–Related Interventions," July 2021, U.S. Department of Justice / Bureau of Justice Assistance). ACCGov's efforts were detailed, among other peer sites.
17. On Tuesday, September 21, 2021 at the regularly scheduled M&C Agenda Setting Session, officials from both Advantage Behavioral and ACCPD presented briefly on the Alternative Response Team details.

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**FACTS & ISSUES:**

1. The FY 2015 JMHCP grant proposal development and data collection process involved stakeholders from local law enforcement, corrections, courts, area hospitals, mental health providers, local emergency transport staff, and the J.W. Fanning Institute, among other key stakeholders.
2. The FY 2015 JMHCP grant allowed for the examination of policies, enhanced interdepartmental communications, and nurtured community support for such efforts concerning mental health services. The initiative has provided a clearly defined plan for increasing crisis response capacity to divert individuals with mental health and co-occurring substance abuse issues from jail. Informed by the FY 2015 JMHCP, a 2017 JMHCP grant was requested as to assist in the implementation of expanded mental health service capacities.
3. Over the course of the 2015 JMHCP, significant gains were attained in defining the state of mental health services in Athens-Clarke County. Of particular note:
  - a) For the period October 2015 through December 2015, approximately 38% of persons booked in the Athens-Clarke County Jail had either addictive or mental health diagnoses. Of such persons, 47% had co-occurring substance abuse and mental health disorders. In addition, 53% of such persons returned to jail at least once within a 12-month period, and 64% had been arrested more than five times.
  - b) Over 200 interviews with criminal justice stakeholders and behavioral health providers were conducted to inform the discussion of the current mental health environment and potential system improvements.

- c) Sustained efforts among stakeholders allowed for detailed examinations of barriers to service consistent with the goals of the 2015 JMHCP grant's requisite Project Implementation Guide. Such examinations have also helped to shape future service delivery options.
4. Informed by the 2015 JMHCP and operations, attention was directed toward the use of a co-responder service delivery model in which a licensed clinician responds alongside an ACCPD officer on calls when mental illness is identified as a factor. In the short term, this outreach provides a face-to-face professional assessment of immediate safety and risk of the individual(s) involved. In the longer term, the co-responder can more effectively provide follow-up and engage individuals into services to prevent overutilization of jails and emergency rooms, and continued police response. To that end, from March 6-8, 2017, JMHCP stakeholders reviewed the co-responder system in use in Johnson County, Kansas as a potential model to adapt as to meet service delivery needs in Athens-Clarke County.
5. Funding in the amount of \$300,000 was requested in support of 2017 JMHCP aims. Such funds were requested as to allow for:
  - a) Implementation of a co-responder model in conjunction with Advantage Behavior Health Systems;
  - b) Establishment of Mental Health First Aid training with community stakeholders;
  - c) An increased potential for positive outcomes for mentally ill persons (supportive programs in lieu of entering, or remaining in, the criminal justice system); and
  - d) A potential reduction in criminal justice system resources necessary for project aims (reduction in repeat calls, enhanced service delivery, and reduced incarceration).
6. Funding in the amount of \$750,000 was requested in support of 2019 JMHCP aims. Such funds were requested as to allow for:
  - a) Coordinated information sharing and data tracking among mental health stakeholders;
  - b) Training and community education for justice officials and community service providers; and
  - c) Tailored case management and service coordination to ensure proper response, assessment and linkage to appropriate services for high-risk offenders and persons in mental health crisis.
7. At Co-Responder project outset, up to three Co-Responder Teams were anticipated to effectively address community concerns; however, given sustained Mayor & Commission support, demonstrated program effectiveness, and regional impacts, the ACCPD seeks to field as many as seven teams by June 2022.
8. The phased implementation of the Co-Responder models has proven impactful, sustained, and garnered attention from peer agencies throughout the region. Notably, as in BJA (July 2021) article "Law Enforcement – Related Interventions," ACCPD's intervention is described as follows:
  - a) In 2019, with one team in place, care and coordination were provided to 700 persons;

- b) In a review of 15,000 cases, 1,751 persons were identified with potential behavioral health needs;
  - c) In 2019, an additional Co-Responder Team was created, and a third team is actively in training.
9. Consistent with Mayor and Commission direction, a complementary program to the ACCPD's NeSmith Behavioral Health Co-Responder Program has been in active development with Advantage Behavioral Health Systems. Such program would seek to address calls for service with a mental health nexus, but absent the need for an immediate law enforcement response.
10. The Alternative Response and Prevention Program (Alternative Response Teams, or ART), is being established in partnership with Advantage Behavioral Health Systems.
11. ART is designed to respond to non-violent calls from residents where the assistance requested is outside the scope of services provided by law enforcement. It supplements other programs maintained by Advantage, ACCPD, and ACCGov in order to address identified gaps related to call volume, frequent utilizers of the crisis system, non-acute crisis events, ongoing engagement needs, basic medical assessments, first aid and coordination of medical services.
12. ART will be operated by Advantage Behavior and is a model informed by alternative response and prevention programs (e.g., Denver STAR, CAHOOTS). Specifically:
- a) The ART model would operate as a supplement to the NeSmith Co-Responder Teams;
  - b) Teams would be comprised of an EMT, or other medical professional, and a licensed clinician, and one peer specialist;
  - c) Teams would respond to calls routed through 911 dispatch that are identified as primary behavioral health and deemed safe;
  - d) Teams would respond to calls from law enforcement at scenes where it is determined there is no safety concern and it is not a police matter;
  - e) This program would include a peer engagement team that would operate alongside the ARTs to offer outreach, engagement, and support to individuals identified as in need of behavioral health or other social services.
13. The ART will be prepared to respond to calls it is referred for *specified non-emergency behavioral health calls* routed through the 911 center based on the procedure outlined below. ART will provide care coordination, referral, and follow up for individuals referred only when they voluntarily consent to intervention.
14. If approved, this agreement will commence on October 5, 2021 for a one year period and for three one year renewals through October 4, 2025, contingent upon approved funding.

15. These recommendations support the following Mayor and Commission Strategic Commitments:

- Healthy, Livable, Sustainable Athens-Clarke County
- Safe and Prepared Community
- Shared Prosperity

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**OPTIONS:**

1. To request that the Mayor and Commission approve a Memorandum of Understanding with Advantage Behavioral Health Systems to create an Alternative Response Team, a civilian community response team, for non-emergency behavioral events and assign the FY22 approved funds of \$276,800 for these purposes.
2. Mayor and Commission deny a Memorandum of Understanding with Advantage Behavioral Health Systems to create an Alternative Response Team, a civilian community response team, for non-emergency behavioral events and assign the FY22 approved funds of \$276,800 for these purposes.
3. Mayor and Commission defined option.

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**ADMINISTRATIVE COMMENTS:**

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**ADMINISTRATIVE RECOMMENDATION:** Option #1



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Manager

October 1, 2021

Date:

**ATTACHMENTS:**

Attachment #1: MOU between Advantage, ACCPD and ACCGov

**Memorandum of Understanding**  
**Between**  
**Athens-Clarke County Police Department,**  
**Unified Government of Athens-Clarke County,**  
**And**  
**Advantage Behavioral Health Systems**

This Memorandum of Understanding (“MOU”) serves to outline and confirm the mutual understandings of Advantage Behavioral Health Systems (“Advantage”), a Community Service Board of the State of Georgia created under O.C.G.A. § 37-2-6, and the Unified Government of Athens-Clarke County, Georgia, a body politic and corporate and a political subdivision of the State of Georgia, (“ACCGov”) through the Athens-Clarke County Police Department (the “ACCPD”) (hereinafter, collectively, the “Parties”), with regard to ACCPD’s collaboration with Advantage’s Alternative Response Team (the “ART”), a civilian community response team, for non-emergency behavioral health events.

The ART is being established by Advantage and via contract will serve as part of ACCGov’s Alternative Response and Prevention Program. ART is designed to respond to non-violent calls from residents when it is not a criminal matter and does not require emergency response from law enforcement. It supplements other programs maintained by Advantage, the ACCPD, and ACCGov in order to address identified gaps related to call volume, frequent utilizers of the crisis system, non-acute crisis events, ongoing engagement needs, basic medical assessments, first aid and coordination of medical services.

The purpose of this MOU is to set forth the Parties’ responsibilities and understandings regarding collaborations for 911 response, training activities, and all other engagements between the ART, the ACCPD and ACCGov for effective community response and prevention efforts.

**I. Provision of Services**

1. Advantage will staff at least one ART with each team being composed of one clinician, one medical professional, and one peer specialist. The ART will be prepared to respond to calls referred to it for *specified non-emergency behavioral health calls* routed through the 911 center based on the procedure outlined below. ART will provide care coordination, referral, and follow up for individuals referred only when they voluntarily consent to intervention.
  - a. ACCPD call takers will triage calls based on information known to them at the time of the call and **will** dispatch calls to the ART for consideration for acceptance subject to the conditions that follow. The ART reserves the right to decline response to any dispatched call when (i) they are unavailable for dispatch, (ii) they believe

facts and circumstances exist that would place them in imminent danger were they to respond or (iii) other good and sufficient cause exists.

- b ACCPD call takers will triage calls based on information known to them at the time of dispatch and **will not** dispatch calls to the ART when:
  - i A crime, other than trespassing on public property, is in progress or has already occurred;
  - ii The subject of the call has displayed or is believed to be in possession of a weapon (e.g., gun, knife, etc.);
  - iii Acts of violence are in progress or have already occurred or where the subject of the call has a known history of violence;
  - iv medical emergencies; or
  - v Facts and circumstances known to the call taker suggest that there would be imminent danger to those responding.
- c If none of the disqualifying conditions listed in subsection (b) above exist, the ART will respond to the following call types once 911 has evaluated the call against dispatch protocol as described above, including but not limited to:
  - i Assistance, (i.e. Resource referral and information regarding food, shelter, and other necessities.);
  - ii Intoxicated person;
  - iii Suicidal person (voluntarily asking for help and no attempt or threatened attempt);
  - iv Unwanted person;
  - v Welfare check; and
  - vi Any other situation which the ART and ACCPD agree the ART may appropriately address
- d The ART will provide the following services including but not limited to the original proposal (attached):
  - i Crisis Assessment;
  - ii Outreach;



- iii Follow-up post police/co-responder involvement;
  - iv Supportive Counseling;
  - v Referrals and Warm Handoffs;
  - vi Transport for non-emergency routine appointments; and
  - vii Collaboration with Homeless Street Outreach.
2. In addition to dispatches mentioned above, the ART will receive referrals from the ACCPD co-responder team and other officers for outreach, engagement, and follow-up services. Referrals for follow up (i) may occur while law enforcement is engaged with the individual or following the resolution of police involvement or (ii) may result from requests for assistance received through email, social media or word of mouth. The ART reserves the right to decline response to any request for follow up when (i) they are unavailable for dispatch, (ii) they believe facts and circumstances exist that would place them in imminent danger were they to respond or (iii) other good and sufficient cause exists.
  3. The ART may provide transportation to medical and behavioral health appointments for individuals served on a case-by-case basis according to need and availability. The ART will not provide emergency medical transport under any circumstances.
  4. Dependent upon the circumstances determined for individuals involved with the ART, the ART may refer identified individuals, giving voluntary consent, to the Homeless Street Outreach program for additional assistance with care coordination, resources, and housing needs.
  5. The ACCPD Communications Staff will continue to receive medical triage training, mental health (CIT) and substance abuse assessment training, and training related to assessing calls for the presence of weapons, dangers, or other factors that would render them unsuitable for dispatch of the ART.
  6. Radios will be purchased by Advantage and equipped with an emergency activation button for use should an ART team experience an unforeseen emergency requiring immediate emergency police assistance.
  7. ACCPD will provide law enforcement back-up and support for the ART team in the event a situation becomes unsafe for civilian response. The team shall immediately disengage with subjects, leave the area of danger, and summon the ACCPD for appropriate handling by a Co-Responder Team or police officers. ACCPD will ensure that the ART team is

prioritized for law-enforcement response and will provide written procedures for the ART team to request back-up.

8. ACCPD agrees to provide transportation to an emergency receiving facility or medical emergency room for individuals who require a 1013 during an ART response.
9. The ACCPD and Advantage will identify staff members who will serve as liaisons to facilitate communication and coordination, and to address issues that may arise.
10. The ACCPD will facilitate GCIC Security Awareness Training for the ART members, in order to enable them to access confidential and other information in accordance with established GCIC protocols. Cost will be incurred by Advantage.

## **II. Processes and Procedures – ACCPD and ART**

### **1. Pre-Implementation of the ART:**

- a The ACCPD will coordinate with Advantage to ensure that Communications staff are trained on the ART protocols as indicated above in this document.
- b The ACCPD will conduct a two-week-long trial of dispatch operations where 911 Dispatch Staff will code incoming calls as appropriate or inappropriate for ART. These coded calls will be reviewed by Advantage and ACCPD to ensure that 911 dispatch is operating smoothly for the initiation of the ART. Advantage will provide written feedback of this review to the ACCPD along with requests for any needed adjustments. The ACCPD will not begin referring calls to the ART until they have received final approval from Advantage.
- c The ACCPD will provide training for the ART staff on emergency protocols and on proper use of the radio and mobile computers should such training be required.
- d The ART will coordinate with Advantage to determine protocols for situations where a call develops into a situation requiring an involuntary commitment and transport to a hospital and/or Crisis Stabilization Unit.

### **2. Post-Implementation of the ART:**

- a Advantage will be responsible for developing the ART work schedules, establishing desired geographic boundaries and directing the ART follow up and engagement efforts.

- b During periods when the ART is not working, tied up on other calls, or otherwise unavailable, ACCPD officers will be dispatched to handle calls in accordance with existing police policy.
- c The ART will provide disposition of call response by radio to 911 dispatch after call is completed.
- d The ACCPD will provide training to all new dispatch hires to ensure calls are properly identified and dispatched.
- e The ACCPD will collect data on the number and types of calls dispatched to the ART and provide this data monthly to Advantage through the assigned liaisons.
- f The ART will collect data on the resolution of 911 dispatches as well as data on outreaches, engagements, and follow-ups referred directly from the co-responder teams or other ACCPD officers. Advantage will provide this data monthly to the ACCPD.
- g The assigned ACCPD and Advantage liaisons will hold monthly meetings to evaluate the success of the program and any needed adjustments. Both Parties agree that, should a significant concern arise, leadership representatives and appropriate staff will attempt to resolve the issue. In the event the ART does not have the appropriate staff available to accept dispatches or referrals, Advantage will alert the ACCPD and/or the 911 call center that calls cannot be dispatched or referred to the ART until further notice. This may occur in the short-term due to staff illness, holidays, vacation, or required training, or it may occur in the long-term due to hiring shortages of specialized personnel.

### **III. Compliance with Privacy and Confidentiality**

Both the ACCPD and Advantage will ensure compliance with all applicable federal and state laws, regulations, licensing, and accreditation requirements, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub. L. No. 104-191, 100 Stat. 1936 (1996)). This includes ensuring administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, integrity, security, and availability of any information, in any format, that the Parties may create, receive, maintain or transmit pursuant to activities under this MOU. ACCGov and the ACCPD will execute a separate Business Associates Agreement to address compliance with state and federal privacy laws.

#### **IV. Mutual Responsibilities**

1. Parties will collaborate to develop a fair and timely system of resolving any conflicts or disputes arising in relation to the ART or this MOU.
2. Parties agree to fully communicate with all other Parties to this MOU. Full communication includes:
  - a. Providing contact information of ART members and supervisor to 911 Dispatch and contact information of 911 Dispatch team and supervisor to ART members.
  - b. Timely communication between the Parties.
  - c. Sharing of program information to the fullest extent possible within the parameters of applicable regulations.
3. Parties agree to foster accountability and sustainability by:
  - a. Providing input, when appropriate, on defining performance indicators, outcomes, and shared data within the ART program
  - b. Outcomes listed below will be reported quarterly to ACCGov and ACCPD. The ART will request 911 data quarterly to evaluate effectiveness resulting in a reduction of 911 calls and connection to services:
    - i. # of outreach contacts (phone and in-person)
    - ii. # of Warm Handoffs
    - iii. # of Follow-up calls from Police
    - iv. # of Non-Emergency Transports
    - v. # of 1013's completed
    - vi. # of each call type
    - # of Referrals to Services and type of services
4. Parties agree to advocate collectively for funding, public policy, and agency practices aligned with the vision of this MOU.

#### **V. Indemnification**

1. It is the intent of this MOU, that the Parties shall bear their own risks and liabilities. Prior to acceptance of a referral by the ART, the ACCPD maintains control and direction over its personnel and the matter. Neither the ART nor Advantage have any participation other than discussing a dispatch or referral. Once there is an acceptance of a dispatch or referral by the ART, the ART assumes control and direction over its personnel and the matter.
2. To the fullest extent permitted by law, Advantage agrees to indemnify and defend ACCPD against and hold the ACCPD harmless from any liability, loss, damage, cost or expense (including attorney fees) based upon any claim, demand, suit or action by any person or

entity with respect to any personal injury (including death) or property damage, from any cause whatsoever with respect to ACCPD, except for liability resulting from the willful acts or gross negligence of the ACCPD, its employees or agents.

3. To the fullest extent permitted by law, ACCPD agrees to indemnify and defend Advantage against and hold Advantage harmless from any liability, loss, damage, cost of expense (including attorney's fees) based upon any claim, demand, suit, or action by any person or entity with respect to any personal injury (including death) or property damages from any cause whatsoever with respect to Advantage, except for liability resulting from the willful acts or gross negligence of Advantage, its employees or agents.

## **VI. Terms of Agreement**

1. This MOU shall commence on October 5, 2021 and shall continue for a period of one year until October 4, 2022. Unless terminated earlier, this MOU shall automatically renew for up to four additional one-year periods, contingent upon approved funding.
2. By entering into this MOU, Advantage is not agreeing to provide any services beyond those services described in this MOU.
3. No referrals shall result in payment incentives or remuneration in any manner to Advantage or its representatives.
4. Revisions to this MOU can be made at any time and become effective upon approval of the Parties hereto through written amendments approved with the same level of formality as this MOU.
5. This MOU shall be interpreted and governed in accordance with the laws of the State of Georgia.
6. The proper venue for any dispute arising from this MOU or its subject matter shall be in the Superior Court of Athens-Clarke County, Georgia, or if federal jurisdiction is applicable, in the U.S. District Court for the Middle District of Georgia, Athens Division.
7. The Parties enter into this MOU subject to the provisions of Article 9 Section 3 Paragraph 1 of the Constitution of the State of Georgia.
8. Neither Party shall assign any of its rights or obligations pursuant to this MOU without the prior written consent of the other Party.

## **VII. Budget and Payment of Invoices**

1. **Advantage will submit an invoice to Finance of 50% of the approved budget (attached hereto as Attachment A and incorporated herein by reference) upon commencement date and quarterly thereafter.**

2. Advantage reserves the right to re-allocate budget line items in alignment with expenses incurred by services outlined in this MOU, within the total approved budget limit(s).

### VIII. Notice

Any written notice as provided herein shall be addressed as follows:

- (a) If to ACCPD: Athens-Clarke County Police Department  
Unified Government of Athens-Clarke County  
Attn: Chief Cleveland Spruill  
3035 Lexington Rd  
Athens, GA 30605
- (b) If to Advantage: Advantage Behavioral Health Systems  
Attn: Tamara L. Conlin, Chief Executive Officer  
250 Bray Street  
Athens, GA 30601

For personal delivery, notice shall be deemed effective the date of delivery. If delivered by common carrier (e.g., FedEx or UPS), delivery shall be deemed effective as shown by such carrier. If delivered by certified or registered mail, return receipt requested, delivery shall be deemed effective as shown on the receipt. If delivered by regular U.S. mail, delivery shall be deemed to be effective two (2) days after the postmark date.

### IX. Insurance

1. Advantage shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance specified below. The initial insurer shall be the Department of Administrative Services of the State of Georgia.
2. Before commencing work under the Agreement, Advantage shall provide to Athens-Clarke County (Attn: Safety & Risk Administration) a Certificate of Insurance evidencing the required kinds and amounts of insurance. The minimum kinds and amounts of insurance shall be:
  - a. Workers' Compensation – To comply with applicable Federal and Georgia State workers' compensation statutes. Policies covering Workers' Compensation liability shall provide coverage of statutory benefits and employers liability of at least \$1,000,000 each accident; at least \$1,000,000 each employee for disease and \$1,000,000 policy limit for the disease;
  - b. General Liability - \$2,000,000 aggregate; \$1,000,000 per occurrence (Shall cover personal and advertising injury, products, and completed operations with coverage being on a per occurrence basis;

- c. Professional Liability - \$2,000,000 aggregate; \$1,000,000 on a per occurrence basis; and
  - d. Automobile Liability - \$1,000,000 Combined Single Limit
3. The Certificate of Insurance evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting The Unified Government of Athens Clarke County's interest shall not be effective until 30 days after the insurer or the Company gives written notice to the Purchasing Administrator.
  4. Advantage furthermore hereby grants to ACCGov, a waiver of any right to subrogation which any insurer of Company may acquire against ACCGov by virtue of the payment of any loss under such insurance.
  5. Advantage shall list The Unified Government of Athens-Clarke County, Georgia on the General Liability, Automobile Liability, and Excess Liability policies of insurance as additional insureds.
  6. The Unified Government reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

## **X. Termination**

Either Party may terminate this MOU for convenience with thirty (30) days' written notice to the other Party. Either Party may terminate this MOU for the other Party's material breach of the terms and conditions of this MOU with ten (10) days' written notice to the breaching Party.

## **XI. Entire Agreement**

This MOU encompasses the entire understanding of the Parties concerning its subject matter. The Parties deem any representations, promises, covenants, or warranties made by either Party prior to or contemporaneously with the signing of this MOU unenforceable unless expressly set forth herein. Any modification, change, or amendment to this Agreement must be in writing, and executed by the Parties with the same degree of formality as this Agreement.

## **XII. Authority to Sign**

The persons signing below certify by their signatures that they are authorized to sign this MOU on behalf of the Party they represent, and that this MOU has been authorized by said Party.

[SIGNATURES ON FOLLOWING PAGE.  
REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

DRAFT 9-27-21



IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the final date written below.

UNIFIED GOVERNMENT OF  
ATHENS-CLARKE COUNTY, GEORGIA

By: \_\_\_\_\_  
Kelly Girtz, Mayor

Attest: \_\_\_\_\_  
Gloria J. Spratlin, Clerk of Commission

Date of Execution: \_\_\_\_\_

**(SEAL)**

ADVANTAGE BEHAVIORAL HEALTH SYSTEMS

By: \_\_\_\_\_  
Tamara L. Conlin, Chief Executive Officer

Attest: \_\_\_\_\_  
Secretary

Date of Execution: \_\_\_\_\_

**(SEAL)**