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23-071

**MEMORANDUM OF AGREEMENT**  
Between  
**Cobb & Douglas Public Health**  
And  
**The City of Powder Springs**

Cobb & Douglas Public Health is pleased to award your organization a 2023 Community Health Improvement Plan Partnership Grant. This Memorandum of Agreement (MOA) sets out the terms by which Cobb & Douglas Public Health will fund The City of Powder Springs to implement the *Behavioral Health First Responder Program* in support of the 2021-2022 Community Health Assessment for Cobb and Douglas Counties.

This Agreement entered into, by and between Cobb & Douglas Public Health with principal office at 1650 County Services Parkway SW, Marietta, GA 30008 and The City of Powder Springs, located 4426 Marietta Street, Powder Springs, GA 30127.

WITNESSETH THAT:

**NOW THEREFORE**, in consideration of and pursuant to the terms and conditions set forth herein.

**1. SCOPE OF WORK:**

The City of Powder Springs will perform those project activities described herein in the Scope of Work attached hereto as "EXHIBIT A".

**2. PERIOD OF PERFORMANCE:**

Under this Agreement, **GRANTEE** will perform project activities which shall commence on the signature date of this MOA and continue through September 30<sup>th</sup>, 2023 unless sooner terminated or extended pursuant to the terms hereof.

**3. GRANT REPORTING:**

The City of Powder Springs acknowledges that failure to submit timely reports will make their organization ineligible for future support. Reporting requirements include:

- a. Mid-Year Project Report – due May 16, 2023
- b. Final Report – due October 16, 2023

**4. PAYMENT OF AWARD:**

Cobb & Douglas Public Health shall pay a total fixed price of \$25,000. Payment will be issued in three installments:

- a. \$12,500 (50% of award) - Following receipt of the fully endorsed Memorandum of Agreement
- b. \$6,250 (25% of award) - Following receipt of the Mid-Year Project Report
- c. \$6,250 (25% of award) - Following receipt of the Final Project Report

## **5. EXPENDITURE OFFUNDS:**

The funds must be used specifically for the designated purposes as submitted in the grantee's application and agreed to in the attached Scope of Work within the funding period. Any request for change in the purpose of the grant or timing must be sent in writing to:

Cobb & Douglas Public Health  
**Attn: Jazmyn McCloud**  
Health Equity and Community Engagement Director  
1650 County Services Pkwy  
Marietta, GA 30008-4010  
[Jazmyn.McCloud@dph.ga.gov](mailto:Jazmyn.McCloud@dph.ga.gov)

## **6. RIGHT TO RESCIND:**

Cobb & Douglas Public Health has the right to rescind this agreement if the conditions and reporting requirements are not met in this contract and funds are not used for the specific designated purposes stated in this grant agreement.

## **7. SUB-CONTRACTORS:**

The City of Powder Springs may not use other subcontractors to perform the activities described herein unless disclosure and approval is given in advance by Cobb & Douglas Public Health. The City of Powder Springs will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify Cobb & Douglas Public Health and to provide insurance coverage for the benefit of Cobb & Douglas Public Health in a manner consistent with this Agreement. The City of Powder Springs will cause its subcontractors, agents, and employees to comply, with applicable federal, Cobb & Douglas Public Health and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

## **8. CONFIDENTIALITY:**

The parties agree that (i) all information communicated to it by the other and identified and marked as "confidential," (ii) all information which a party deems as confidential to which the other party has access in connection with the services provided under this Agreement, (iii) trade secrets as defined in the Georgia Trade Secrets Act (O.C.G.A. § 10-1-760 et. seq.); and (iv) protected health information, as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated there under and amended from time to time, will be, and will be deemed to have been, received in confidence and will be used only for purposes of this Agreement. Each party agrees to use the same means it uses to protect its own confidential information, but in no event less than reasonable

means, to prevent the disclosure and unauthorized use and to protect the confidentiality of confidential information.

Confidential information does not include any information that: (i) is already known by the recipient party without an obligation of confidentiality other than under this Agreement, (ii) is publicly known or becomes publicly known through no unauthorized act of the recipient party, (iii) is rightfully received from a third party, (iv) is independently developed without use of the disclosing party's confidential information or (v) is disclosed without similar restrictions to a third party by the party owning the confidential information. If confidential information is required to be disclosed pursuant to law, regulation, or a requirement of a governmental authority, such confidential information may be disclosed pursuant to such requirement.

For confidential information that does not constitute trade secrets or protected health information, as defined above, each party shall have the obligations stated in this section regarding confidential information both during and for a period of three (3) years after the expiration, termination or cancellation of this Agreement. The obligations as they relate to trade secrets or protected health information shall apply for the relevant period provided under applicable law.

#### **9. RIGHTS IN DATA:**

Results, reports, and other deliverables developed under this Agreement are the property of Cobb & Douglas Public Health. Cobb & Douglas Public Health grants to The City of Powder Springs the right to use these materials for research and educational purposes. By written request, The City of Powder Springs will give Cobb & Douglas Public Health thirty (30) days to review draft manuscripts for publication in academic journals or presentation at academic conferences to ensure non-disclosure of Cobb & Douglas Public Health.

#### **10. PUBLICITY:**

Neither party will use the name of the other party in any publicity, advertising, or news release without the prior written consent of the other. The City of Powder Springs will not state or imply that Cobb & Douglas Public Health has tested or approved any product or process or drawn any conclusions about the data provided.

#### **11. INDEPENDENT PARTIES:**

While performing project activities hereunder, The City of Powder Springs is an independent contractor and not an officer, agent, or employee of Cobb & Douglas Public Health. Nothing in this agreement shall be construed to create a partnership, agency or joint venture between the parties. Each party shall be responsible for wages, hours, and conditions of employment of its personnel during the term of, and under this Agreement. The City of Powder Springs further agrees to be responsible for all of its federal and state taxes, withholding, social security, insurance, and other benefits.

#### **12. RECORDS:**

The City of Powder Springs shall keep and maintain appropriate accounts and financial records pertaining to costs incurred on this contract in a manner consistent with applicable federal, state or local agencies regulations. The City of Powder Springs shall make these

records available for audit as may be required by appropriate federal, state, or local agencies, statutes, and regulations. Such records shall be held for a retention period of three (3) years from the date of the last payment or until any pending litigations, claims, or audit findings are resolved.

**13. MISCELLANEOUS:**

This constitutes the entire agreement between the parties regarding the subject matter hereof and may not be modified or altered without the express prior written consent of authorized representatives of the parties.

Each party will comply with all applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Director of Health Equity and Community Engagement, Jazmyn McCloud, on behalf of Cobb & Douglas Public Health, and by Pamela Conner, City Manager for The City of Powder Springs or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

This Agreement shall be interpreted and construed in accordance with the laws of the State of Georgia without regard to its conflicts of law principles with venue and jurisdiction proper in the Superior Court of Cobb County, Georgia.

**IN WITNESS WHEREOF**, the parties signify their agreement effective the date above first written by the signatures affixed below.

**COBB & DOUGLAS PUBLIC HEALTH**

Janet Pak Memark M.D., M.P.H, F.A.C.P., District Health Director

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**THE CITY OF POWDER SPRINGS**

Al Thurman, Mayor

Signature: Albert Thurman

Date: 4/26/23

Approved as to form:  
[Signature]  
City Attorney

**EXHIBIT A  
SCOPE OF WORK**

**GRANT INFORMATION:**

<b>Organization Name</b>	The City of Powder Springs
<b>Contact's Name</b>	Pamela Conner
<b>Contact's Email Address</b>	<a href="mailto:pconner@cityofpowdersprings.org">pconner@cityofpowdersprings.org</a>
<b>Contact's Number</b>	770-943-1666
<b>Project Title</b>	Behavioral Health First Responder Program
<b>Purpose</b>	To increase community safety and improve the outcomes of mental health-related calls
<b>Grant Amount</b>	\$25,000

**GRANTEE RESPONSIBILITIES:**

During this grant period, The City of Powder Springs agrees to perform the follow project activities:

- Confirm contract with Cobb PATH;
- Track the number of calls that require an on-call behavioral health specialist and the result (e.g. resolved in the community, required use of force, transported to crisis center, or transported to emergency department);
- Decrease the number of 911 calls that involve using force by 5%. (Baseline: 16);
- Decrease the percentage of calls resulting in arrest by 5%. (Baseline: 6,924);
- Submit mid-year and final reports timely;
- Participate in Cobb2020, as appropriate; and
- Present the purpose and the progress of project to the Cobb2020 Coalition, if requested.