

A MEMORANDUM OF UNDERSTANDING

BETWEEN HALL COUNTY, GEORGIA, AND AVITA COMMUNITY PARTNERS

REGARDING ASSISTED OUTPATIENT TREATMENT AND MENTAL HEALTH COURT LIAISON SERVICES

This Memorandum of Understanding ("MOU") is entered into by and between **Hall County, Georgia** ("County"), the **Hall County Probate Court** ("Probate Court"), the **Hall County State Court** ("State Court"), and **Avita Community Partners** ("Avita"), who each may be referred to individually as a "Party" and collectively as the "Parties."

Effective Date: October 22, 2026

Term: 12 months

Funding Amount: \$14,000.00

1. PURPOSE

The purpose of this MOU is to establish a cooperative relationship between Hall County and Avita Community Partners for the coordination and implementation of **Assisted Outpatient Treatment ("AOT") and Mental Health Court (MHC) liaison services** for individuals who are subject to court-ordered AOT/MHC services within Hall County.

The Parties recognize that successful AOT/MHC programs require coordination among the Court, behavioral-health providers, and other appropriate community partners. The AOT/MHC liaison position will facilitate communication, coordination, and continuity of services for individuals placed under court-ordered AOT/MHC.

Nothing in this MOU is intended to alter the authority or responsibilities of the Court under applicable Georgia law or to interfere with the independent professional judgment of Avita or its qualified behavioral-health professionals.

2. RESPONSIBILITIES OF AVITA COMMUNITY PARTNERS

Avita agrees to provide an AOT/MHC liaison to support the Hall County AOT/MHC programs.

The AOT/MHC liaison's responsibilities may include:

1. Coordinating communication between the Probate Court, State Court, Avita, and other appropriate service providers involved in an individual's AOT/MHC treatment plan;
2. Receiving and coordinating referrals of individuals who are subject to court-ordered AOT;
3. Assisting with the initiation and coordination of behavioral-health services following entry of an AOT order or acceptance to MHC;
4. Facilitating communication regarding an individual's participation in required services, consistent with applicable law and appropriate authorizations;
5. Assisting with coordination of treatment plans, appointments, community-based services, and other supports identified as part of the individual's AOT/MHC treatment plans;

6. Communicating with Court personnel regarding the status of AOT/MHC cases, including attendance, engagement, significant barriers to participation, and other information that may appropriately be provided to the Court;
7. Assisting with coordination when an individual is experiencing a behavioral-health crisis or other circumstances that may affect the individual's ability to comply with the AOT order or MHC treatment plan;
8. MHC liaison will attend MHC staffings to provide Behavioral Health updates for participants in MHC;
9. AOT/MHC liaison will obtain valid Release of Information (ROI) prior to releasing information to protect health information (PHI) prior to releasing any information;
10. Participating in meetings, case conferences, or other coordination activities related to the AOT program; and
11. Performing other reasonable liaison and coordination functions mutually agreed upon by the Parties that are consistent with the purpose of this MOU.
12. Assist in organizing a monthly Stakeholder/Advisory meeting with Avita and other community partners who are necessary for a successful program and assign staff to attend these and other collaborative meetings.
13. Identify community partners for referrals to AOT and collaborate with them to ensure they receive appropriate education and connection to the AOT program and mission.

The AOT/MHC liaison shall not replace the clinical providers responsible for providing treatment and shall not make judicial determinations on behalf of the Court.

3. RESPONSIBILITIES OF HALL COUNTY

Hall County, through the Probate Court and State Court as applicable, agrees to:

1. Identify and refer individuals who meet legal criteria for AOT services and MHC participants who receive behavioral health services from Avita;
2. Provide Avita with appropriate court orders and other reasonably necessary information for the AOT/MHC liaison to perform the responsibilities described in this MOU, subject to applicable confidentiality and privacy requirements;
3. Designate appropriate Court personnel to communicate with the AOT/MHC liaison;
4. Coordinate, as appropriate, with Avita regarding hearings, case status, compliance concerns, and other matters related to individuals subject to AOT/MHC;

5. Provide supplemental funding to Avita to support the AOT/MHC liaison position, subject to the availability and appropriation of County funds; and
6. Cooperate with Avita and other appropriate community partners to promote continuity of care and effective implementation of AOT orders.
7. Assist in organizing a monthly Stakeholder/Advisory meeting with Avita and other community partners who are necessary for a successful program and assign staff to attend these and other collaborative meetings.

4. SUPPLEMENTAL FUNDING

Hall County agrees to provide Avita with supplemental funding in an amount not to exceed **\$14,000.00** during the Term of this MOU for the purpose of supporting the AOT/MHC liaison position, subject to the availability and appropriation of County funds.

The funding is intended to supplement, and not necessarily replace, other funding available to Avita for behavioral-health services.

Payment shall be made in accordance with the County's applicable financial procedures. Avita shall use the supplemental funding for costs associated with the AOT liaison position and related AOT coordination activities.

The Parties may modify the funding amount by written amendment to this MOU.

5. CONFIDENTIALITY AND INFORMATION SHARING

The Parties acknowledge that individuals receiving AOT/MHC services may have protected health information and confidential behavioral-health records.

Each Party shall comply with all applicable federal and Georgia laws governing the privacy, confidentiality, use, and disclosure of information, including applicable requirements concerning protected health information and behavioral-health records.

Information shared between the Parties shall be limited to information reasonably necessary for the performance of the Parties' respective responsibilities under this MOU and shall be shared only as permitted or required by applicable law, court order, or appropriate authorization.

Nothing in this MOU shall be construed as requiring Avita to disclose information that it is prohibited from being disclosed under applicable law.

6. CLINICAL AND JUDICIAL INDEPENDENCE

The Parties acknowledge that the Court retains its judicial authority and responsibilities, while Avita and its qualified professionals retain independent clinical judgment and responsibility for the provision of behavioral-health services.

Nothing in this MOU shall require Avita or any of its professionals to make a clinical determination that is inconsistent with applicable law, professional standards, or independent clinical judgment.

Nothing in this MOU shall limit the authority of the Court to enter, modify, review, or terminate an AOT/MHC order as authorized by law.

7. NO GUARANTEE OF SERVICES OR OUTCOMES

This MOU establishes a framework for coordination and liaison services. It does not guarantee that a particular individual will participate in treatment, comply with an AOT/MHC order, or achieve a particular clinical outcome.

Avita's obligations under this MOU are subject to available personnel, resources, applicable law, and the terms of an individual's court order and treatment plan.

8. TERM AND TERMINATION

This MOU shall begin on the Effective Date and shall remain in effect for the Term stated above unless terminated earlier in accordance with this section.

Either Party may terminate this MOU upon **thirty (30) days'** written notice to the other Party.

Termination of this MOU shall not automatically terminate or modify any existing court order for AOT/MHC. The Parties shall cooperate, as appropriate, to promote continuity of behavioral health services for individuals currently subject to AOT/MHC orders.

Upon termination, Hall County shall have no obligation for funding attributable to periods after the effective date of termination.

9. MODIFICATION

This MOU may be amended only by a written document signed by authorized representatives of both Parties.

10. INDEPENDENT PARTIES

The Parties are independent entities. Nothing in this MOU creates a partnership, joint venture, employment relationship, or agency relationship between Hall County and Avita.

Avita shall remain responsible for its employees, contractors, professional services, and internal operations.

11. COMPLIANCE WITH LAW

The Parties shall perform their respective responsibilities under this MOU in accordance with applicable federal and Georgia laws, regulations, court rules, professional standards, and governmental requirements.

If any provision of this MOU is determined to be inconsistent with applicable law, the applicable law shall control, and the Parties shall work in good faith to modify the affected provision accordingly.

12. ENTIRE UNDERSTANDING

This MOU represents the understanding between the Parties concerning the AOT liaison services described herein and supersedes prior oral or written understandings concerning the same subject matter, to the extent applicable.

This MOU is not intended to create rights in or confer benefits upon any person who is not a Party to this MOU.

13. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding through their duly authorized representatives.

HALL COUNTY, GEORGIA

By: _____
Name: _____
Title: _____
Date: _____

HALL COUNTY PROBATE COURT

By: Patty Walters Laine
Name: Patty Walters Laine
Title: Judge
Date: 10/9/2026

HALL COUNTY STATE COURT

By: Kenneth M Robertson
Name: KENNETH M ROBERTSON
Title: JUDGE
Date: 10/9/2026

AVITA COMMUNITY PARTNERS

By: Cathy Garter
Name: Cathy Garter
Title: C.E.O.
Date: 10/6/2026