

## **CONTRACT FOR PROBATION SUPERVISION SERVICES**

Pursuant to O.C.G.A. 42-8-101, CSRA Probation Services, Inc., and the Magistrate, Probate and Superior Courts of Oconee County, Georgia (hereinafter referred to as "Court"), with the approval of the Oconee County Board of Commission, do hereby agree and contract that:

### **1. SCOPE OF SERVICES**

CSRA Probation Services, Inc., shall provide the following probation services and programs for the Magistrate, Probate and Superior Courts of Oconee County, Georgia to-wit:

- A. Comply with the uniform contract standards (O.C.G.A. 42-8-107) and all standards and qualifications and as set forth by the Misdemeanor Probation Oversight Unit.
- B. Staff Qualifications for probation officers will meet or exceed uniform professional standards set forth in O.C.G.A. 42-8-107. Staff qualifications for administrative, intern, or volunteer staff will meet or exceed the requirements set forth in Department of Community Supervision Board Rule 105-2-.09.
- C. Criminal records checks will be completed on all staff as set forth in O.C.G.A. 35-3-34.
- D. All newly hired probation officers will receive a 40-hour initial orientation and all probation officers will receive 20 hours annual in-service continuing education. (Probation/Parole officers who have previously completed a basic course of training certified by the Georgia Peace Officers Standards and Training Council or private probation officers employed by a private probation company for at least six months as of July 1, 1996, are exempt from the 40-hour initial orientation). All newly hired administrative employee, agents, interns, or volunteers will complete a 16-hour initial orientation program within 6 months of appointment and 8 hours annual in-service continuing education training program.
- E. Maintain individual files for each offender participating in the Contractor's programs. The files will be maintained in a secured area, in a locked file cabinet or safe. CSRA shall retain financial, programmatic, client data and other service records for at least three (3) years from the date services are completed. These records, files and papers shall be available only to the Judge and Clerk of the Court handling the case and court administrator, the Department of Audits and Accounts, the Department of Community Supervision and upon transfer of probation supervision to the State, to the Georgia Department of Corrections, or to the County.
- F. Provide timely and prompt reports as are, or may be, required by the Court during the period of the contract, which include but are not limited to statistical reports, caseload data, and other records documenting the types of program services provided and the identity of the offenders receiving such services.
- G. Make fiscal and program records available within ten (10) working days for review of procedures and the maintaining of financial records reflective of good business practices.

- H. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practices. The accuracy of billing is to be confirmed by providing a copy of the services and attending costs to the offender. Current program services/costs are outlined in Exhibit A, Cost/Fee Schedule.
- I. Submit monthly reports to the Court and County on the amount of Court fines, costs and restitution Court ordered and collected from the Offender. The report shall include the services being provided, the total dollar amount applied to Court ordered fines, restitution, and other conviction related costs. The monthly reports shall be provided to the Court and County by the tenth (10th) day of the following month.
- J. Tender all Court fines, costs and restitution ordered and collected during the month from the offender to the County by the 10th day of the following month. Collect and tender all GCVEF payments to the state as mandated by law.
- K. Comply with all laws regarding confidentiality of offender's records. Not attempt to profit from any fines, restitution, or court costs collected from the offenders.
- M. Collect all fines, costs and restitution as sentenced and the amount is to be paid at a date later than the date of sentencing provided the Court orders the amount to be collected by CSRA Probation Services, Inc. A probation fee of forty dollars (\$40.00) per month may be assessed against the offender, to be collected by CSRA Probation Services, Inc. for each month of probation until that case expires or is terminated. Payment of said fees shall conform with O.C.G.A. 42-8-103 (pay-only probation) which states that fees shall be capped at three (3) months of ordinary fees unless other named statutory circumstances exist.
- N. Provide an ongoing offender monitoring program which accounts for activities of offenders serving their sentence on probation and delinquency reports to the Court advising of violations and proceed with revocation procedures based on direction of the Court.
- O. Indigent offenders may apply to be exempted from paying a supervision fee if the offender claims that such fee will cause unreasonable or undue hardship. The exempting authority shall be the sentencing Judge based on ability to pay per O.C.G.A. 42-8-102.
- P. Shall maintain bonding levels and insurance as required by law, to include a surety/fidelity bond in the amount of not less than one hundred thousand dollars (\$100,000.00) as security for the satisfactory performance of the Contract and provide general liability insurance coverage in the amount of not less than one million dollars (\$1,000,000.00).
- Q. Caseload Levels: active supervised caseloads will not exceed 250 per probation officer. All probationers are required to report in person a minimum of once per month with exceptions being per Court order, out of state, or out of area with the Courts approval. Out of area reporting shall report by telephone, Smartphone App, online or written report a minimum of once per month.
- R. Violations of Probation shall be reported to the Court by Delinquency Report, Warrant, or as designated by the Court and shall be handled in a manner as directed by the Court. Probation personnel shall make recommendations for revocation of probation or alternative dispositions for resolution of violations.
- S. Consecutive cases: Per O.C.G.A. 42-8-103.1(b), each case will be reviewed after

twelve (12) consecutive months of probation as required by statute, and every four (4) months thereafter for the possibility of early termination recommendation.

- T. File petitions, warrants, and orders as directed by the Court. CSRA shall coordinate with the Court related to hearings.
- U. Provide testimony and supporting documentation as may be required by the Court, and shall, upon disposition by the Court, assure that all required documents are filed and take actions as ordered by the Court.
- V. Provide oversight under the same terms of any offender placed by the Court through this Agreement for those cases the Court has jurisdiction (pre-trial supervision, diversion, etc.)
- W. Provide programs ("Programs") to Probationers when ordered by the Court.
- X. Provide random drug testing as ordered by the court, with the expense to be borne by the Probationer as noted in Exhibit A.
- Y. Maintain fine, restitution or court costs collected from the Probationers in an escrow account without benefit or profit from said accounts.
- Z. Provide appropriate staffing at all regular court sessions in which a sentence to misdemeanor probation is likely.

The Court agrees to provide the following services under this Agreement:

- A. Refer all appropriate cases to CSRA for the provision of those services indicated by this Agreement.
- B. Order each probationer to remit to CSRA payment for the services ordered by the Court according to the Services noted Exhibit A of this Agreement.
- C. Hold each referred case accountable for all payment of services, fines, restitution or other court-ordered fees and obligations in accordance with the law.
- D. Utilize pre-trial supervision program, EM and Programs if and when appropriate.
- E. Provide limited administrative space in the courthouse for check-ins and other services.

## 2. CONTRACT TERMS

The Court shall designate CSRA Probation Services, Inc. as the exclusive private entity to coordinate and provide direct probation and program services to misdemeanor offenders sentenced under the jurisdiction of the Court during the term of this Agreement. The provisions enumerated in this Contract shall be deemed valid in so far as they do not violate any county, state, or federal laws.

This agreement shall be binding on the parties hereto for a period of one year commencing on \_\_\_\_\_ (retroactive to July 1<sup>st</sup>) and shall expire on \_\_\_\_\_. Notwithstanding the date of the expiration of the Contract, this Contract shall automatically renew annually under the same terms and conditions as provided for herein unless written notice by certified mail (return receipt requested) to the contrary is directed to the other party thirty (30) days prior to the date of expiration. Said contract period is annual and renewals shall not exceed five (5) years.

Either party may terminate this Agreement upon thirty (30) days written notice. The Court may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement, insolvency of CSRA, or the filing of a voluntary or involuntary case in bankruptcy. Within ten (10) working days of termination, CSRA shall peacefully surrender to the Court all records and documents generated by CSRA in connection with this Agreement and the services thereunder and any equipment or supplies assigned to CSRA by the Court. CSRA shall turn over to the Clerk of Court any moneys collected or received less supervision fees validly incurred and duly owing to CSRA through the termination date. Any fines, costs, fees or restitution received by CSRA from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by CSRA. The Governing Authority shall provide Contractor a receipt for all property surrendered under this provision.

CSRA Probation Services must furnish the Court an insurance certificate listing the County as the certificate holder. The insurance certificate must contain the following:

- (a) Name and address of the authorized agent
- (b) Name and address of insured
- (c) Name of insurers
- (d) Description of policies
- (e) Policy number(s)
- (f) Policy period(s)
- (g) Limits of liability
- (h) Name and address of Owner as certificate holder
- (i) Signature of authorized agent
- (j) Telephone number of authorized agent
- (k) Promise to notify County before canceling or non-renewal

This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement. Each party to this Agreement shall act as an independent contractor, and neither party shall have the power to act for or bind the other party except as expressly provided for herein. CSRA assumes sole responsibility for determining the manner and means of performance hereunder. CSRA and its employees shall not be eligible for any benefit available to employees of the county, including, but not limited to, workers compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, savings plans and the like. No income, social security, state disability or other federal or state payroll tax shall be deducted from payments made to CSRA under this Agreement. CSRA agrees to pay all state and federal income taxes and other levies and charges as they become due on account of monies paid to CSRA hereunder, and to defend, indemnify and hold the county/court harmless from and against any and all liability resulting from any failure to do so.

In rendering services under this Agreement, CSRA shall comply with all applicable federal, state and local laws, rules and regulations pertaining to equal employment opportunity and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation. CSRA will comply with all applicable federal, state and local laws, rules and regulations regarding the maintenance of a drug-free workplace.

CSRA agrees that all information disclosed by the Court to CSRA shall be held in confidence and used only in performance under this Agreement. CSRA shall exercise the same standard of care to protect such information as is used to protect its own proprietary or trade secret information. The Court understands and agrees that it may have access to confidential or proprietary information, processes or documentation owned or controlled by CSRA. The Court understands and agrees that disclosure or use of such information, processes or documentation may violate CSRA's trademarks, copyrights or other proprietary rights. The Court agrees to exercise reasonable standards of care to protect such information, processes or documentation.

Authorized representatives of the Court and Governing Authority may inspect or audit CSRA's performance and records, including financial records of probationer payments of any kind pertaining to this Agreement at the local CSRA business office during normal business hours. CSRA acknowledges that the Georgia Open Records Act may apply to certain records as permitted by law.

Neither party shall assign or transfer this Agreement nor any duties or obligations hereunder without the prior written approval of the other party, which may be granted or withheld in the sole and absolute discretion of the non-assigned party.

Neither the Court nor the Governing Authority shall be liable to CSRA Probation Services nor to anyone who may claim a right resulting from any relationship with CSRA Probation Services, for any acts of CSRA Probation Services, its employees, agents or participants in the performance of services. CSRA Probation Services shall indemnify and hold harmless the Court and Governing Authority, from any claims, demands, actions, proceedings, expenses, damages, liabilities or losses (including but not limited to attorney's fees and court costs) and any causes of action arising from any acts or omissions arising out of or in connection with the services performed by CSRA Probation Services or its employees and agents under the terms of this Agreement.

No amendment or modification to this Contract or any waiver of any provision hereof shall be effective unless made in writing and signed by all parties hereto.

All notices under the Agreement will be in writing and will be delivered by personal service, facsimile or certified mail postage prepaid, or overnight courier to such address as may be designated from time to time by the relevant party, which initially shall be the address set forth below:

**Court**  
Clerk of Court  
PO Box 1099  
23 N. Main St.  
Watkinsville, GA 30677

**CSRA Probation Services, Inc.**  
802D Oakhurst Dr.  
Evans, GA 30809

IN WITNESS THEREOF, the parties hereto have executed this contract on this the 4th day of February, ~~2019~~ 2020,

ATTEST:

CSRA PROBATION SERVICES, INC.

By: Michael Popplewell  
Michael Popplewell, President

Date: 12/17/19

SUPERIOR COURT

By: H. Patrick Haggard  
H. Patrick Haggard, Chief Judge

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

MAGISTRATE COURT

By: Richard F. Connelly  
Richard F. Connelly, Chief Magistrate

Date: 1/20/2020

PROBATE COURT

By: David Anglin  
David Anglin, Chief Judge

Date: 1-16-2020

CONCUR:

OCONEE COUNTY BOARD OF COMMISSIONERS

By: John Daniell  
John Daniell, Chairman

**EXHIBIT A**

**COST AND FEE SCHEDULE**

**STANDARD MONITORING SERVICES**

<b>SERVICE</b>	<b>RATE</b>
Probation Supervision Fee	\$40/month
Drug Testing	\$20/test
Lab Confirmation	\$25/confirmation
Alcohol Screen	\$10/screen
Electronic Monitoring RF	\$25 install fee, \$10/day
Electronic Monitoring - GPS Active	\$25 install fee, \$12/day
Alcohol Monitoring – Random	\$5 (combined w/ RF)
Alcohol Monitoring – Continuous (SCRAM)	\$25 install fee, \$10/day
Bond Supervision Fee	\$40/month

**GROUP PROGRAM / EDUCATIONAL SERVICES**

<b>SERVICE</b>	<b>RATE</b>
ACCI Offender Education Workbook Course	\$60/course