COUNTY AGENDA REQUEST

Department:	Superior Court	Presenter(s):	Judge Edwards
Meeting Date:	Thursday, January 26, 2012	Type of Request:	Consent

Wording for the Agenda:

Approval of a request from Chief Superior Court Judge Chris Edwards to enter into a Probation Services Agreement with Judicial Correction Services, Inc. to provide probation services and programs for offenders sentenced by and under the jurisdiction of Superior Court.

Background/History/Details:

Judge Edwards has selected Judicial Correction Services, Inc. to provide probations services and programs for the Fayette County Superior Court.

He is asking that the Board of Commissioners accept his recommendation.

What action are you seeking from the Board of Commissioners?

Approval of a request from Chief Superior Court Judge Chris Edwards to enter into a Probation Services Agreement with Judicial Correction Services, Inc. to provide probation services and programs for offenders sentenced by and under the jurisdiction of Superior Court; and authorization for the Chairman to execute said Agreement.

If this item requires funding, please describe:

N/A

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

**** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance	Not Applicable	Reviewed by Legal	Yes
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval	Yes		

Staff Notes:

Probation Services Agreement

This Agreement is made and entered into this ~~19th~~ 6th day of ~~**December, 2011,**~~ January, 2012 by and between **Judicial Correction Services, Inc.**, organized under the laws of the State of Delaware, with its principal place of business at 34 Peachtree Street, Suite 1000 Atlanta, GA, hereinafter called "Contractor", and the **Superior Court of Fayette County**, Georgia hereinafter called the "Court".

This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia Annotated. The parties enter into the Agreement under the specific authority of O.C.G.A. §§ 42-8-30.1and 42-8-100 (f) (1) and (g) (1). [

NOW, THEREFORE, in consideration of the mutual covenants, herein contained, the parties agree as follows:

SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR

In consideration of the obligations of the Court or governing authority, Contractor shall provide the following services.

A. Responsibilities of Probation Services Contractor

1.) Compliance with Statutes and Rules. Contractor shall comply with Article 6 of Title 42 Chapter 8 of the Official Code of Georgia and all standards, rules and regulations promulgated by the County and Municipal Probation Advisory Council.

2.) Records and Confidentiality. Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records and papers relative to supervision of probationers under this Agreement. These records, files and papers shall be available only to the judge of the court handling the case, the Department of Audits and Accounts, the County and Municipal Probation Advisory Council and upon transfer of probation supervision to the State, to the Georgia Department of Corrections.

3.) Financial Records. Contractor shall maintain financial records according to generally accepted accounting practices.

4.) Officer Qualifications and Training. Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the caseload. All probation officers shall be at least twenty-one (21) years of age and have the educational qualifications as required by Section 42-8-102 of the Official Code of Georgia Annotated. All probation officers shall also comply with the orientation and continuing education training required per annum under the same Code Section. No person who has been convicted of a felony will be employed by Contractor as a probation officer.

5.) Criminal History Check. Contractor shall have a criminal history records check made of all probation officers and certify the results to the County and Municipal Probation Advisory Council.

6.) Officer per Probationer Ratio. Contractor shall manage caseload limits so as not to exceed **250** probationers per probation officer for basic supervision.

7.) Location of Place of Business. Contractor shall maintain an office in **Fayetteville** for meeting with and the provision of services to probationers.

B. Reports to Court.
Contractor shall provide reports as may be requested by the Court during the period of this Agreement, which may include but are not limited to statistical reports, caseload data, and other records documenting the identity of the probationer, the status of each probationer's case, the services provided, and the monies collected.

C. Tender of Collections.
Contractor shall tender to the Clerk of the Court a report of collections and all fines, restitution and costs collected during the month from probationers by the 10th day of the following month, or by whatever frequency the Court and Contractor agree upon.

D. Access to Contractor Records.
Upon ten (10) business day's written notice, Contractor shall provide to the Court access to all books, records, correspondence, receipts, vouchers, memoranda, and financial information pertaining to the services rendered under this Agreement for any purpose including but not limited to a conducting or reviewing a complete fiscal or program audit for any fiscal or calendar year.

E. Scope of Services to Probationers by Contractor
Contractor shall provide the following services to probationers referred to the Contractor by the Court.

1.) Court Attendance and Probationer Case History. During all court sessions, Contractor shall have a probation officer attend and interview each offender to complete a case and personal history and to provide orientation and instruction regarding compliance with the Court's ordered conditions of probation. At orientation, the probation officer shall provide a list of all service fees to the probationer.

2.) Supervision. Contractor shall monitor and supervise probationers to ensure compliance with the Court's order of probation. Contractor shall make a supervision assessment of the offender and determine the probationer's reporting schedule. Offenders determined by the court to be indigent shall be supervised at no cost to the probationer or the Court or governing body.

3.) Restitution, Fine and Fee Collection. Contractor shall collect restitution, fines, and court costs and fees, program fees, and probation fees as ordered by the Court. Contractor shall provide an itemized receipt for each payment made by the probationer.

4.) Community Service. Contractor will monitor compliance with community service by each probationer as ordered by the Court. Contractor will record hours of service participation.

5.) Drug/Alcohol Screening. Contractor shall conduct drug and alcohol tests as determined necessary by the Court. The probationer shall be responsible for the costs of all drug or alcohol testing.

6.) Rehabilitation Programs. Contractor shall provide the probationer rehabilitation or educational programs as mandated by the Court and allowed by law. Contractor will charge the probationer a fee for such programs as outlined in Exhibit "A". Contractor may refer probationer to a third-party provider if an insufficient number of probationers are assigned to a particular program such that a minimum class size cannot be met.

7.) Electronic Monitoring. Contractor, when so ordered, shall provide and operate a system of electronic home detention monitoring. Fees for such a program are specified in Exhibit "A", and shall be borne by the Probationer.

8.) Reports of Violations Probation. Contractor shall recommend revocation of probation whenever the probationer has failed to substantially comply with the terms and conditions of probation. The Court shall provide Contractor with direction of what constitutes a substantial failure to comply with probation terms and conditions. Contractor shall prepare probation violation warrants and orders for submission to the Court. Contractor shall have probation officers available to testify at probation revocation hearings, sentencing hearings and such other hearings as deemed reasonable and necessary by the Court. Minor violations of probation, although not cause for revocation, shall be included in the regular reports made to the Court under this Agreement. The Court shall provide Contractor direction as to what curative measures should be taken in the case of minor violations.

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the Contractor's services, the Court shall provide for the following:

F. Payment for Contractors Services.

For regular probation supervision which includes a minimum of one (1) contact per month, probationer shall pay a fee of **$45** per month. For intensive probation supervision which includes multiple visits per month, probationer shall pay a fee of **$60** per month. Contractor is also entitled to a one-time set-up fee of **$15** for the creation of a case file. Contractor shall collect such probation fee for each month or portion of a month a probationer is under probation supervision. During the term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation, to Contractor for purposes of probation supervision services.

G. Probation Fee.

The Court shall make payment of the probation fee a term and condition of the order of probation for each probationer assigned for supervision to Contractor unless the Court determines the probationer to be indigent. The Court shall not be liable for payment of any supervision fee or any program fee of a probationer.

H. Access to Criminal Histories.
The Court shall assist Contractor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for Contractor to conduct probationer investigations as may be requested by the Court.

J. Notice of Court Sessions.
The Court shall provide Contractor seven (7) days advance notice of all court sessions that Contractor is required to attend.

K. Court Facilities.
The Court shall provide to Contractor an area, as available, for conduct of initial interviews and orientation with the probationer on the day of sentencing.

TERM

L. Period of Service.
Contractor shall commence performance on **January 1, 2012**. The initial term of this Agreement is two years from the commencement date, and shall automatically renew for one year periods thereafter unless either party provides written notice to the other at least thirty (30) days prior to the expiration date.

M. Termination.
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 Contractor, filing of a voluntary or involuntary case in bankruptcy. Within thirty (30) working days of termination, Contractor shall peacefully surrender to the Court all records and documents generated by the Contractor in connection with this Agreement. Contractor shall turn over to the Clerk of Court any moneys collected or received less supervision fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor.

REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

N. Insurance.
Contractor shall maintain general and professional liability insurance of not less than $1,000,000 during the life of this agreement. Contractor shall provide workers' compensation insurance to all employees as required by statute. Contractor agrees to maintain a $100,000 surety bond for the duration of this Agreement. Contractor shall provide written notice to the Court within thirty (30) days of any material changes of insurance coverage, including cancellation.

O. Indemnification.
Neither the Court nor the County Governing Authority shall be liable to Contractor nor to anyone who may claim a right resulting from any relationship with Contractor, for any acts of Contractor, its employees, agents or participants in the performance of services conducted on the property of the County.

DEFAULT

P. Deficiency in Service by Contractor

In the event that the court determines that there are deficiencies in the services provided by Contractor hereunder, the Court may terminate this Agreement in accordance with Item M or notify the Contractor in writing as to the exact nature of such deficiency. Within ten (10) days of receipt of such notice, the Contractor shall cure or take reasonable steps to cure the deficiencies. In the event the Contractor fails to cure or take reasonable steps to cure the deficiencies to the Court's satisfaction, the Court may declare the Contractor in default and the Court may terminate this Agreement.

MISCELLANEOUS

R. Time is of the Essence of this Agreement.

S. Compliance with the Law.

The Contractor shall comply with all federal, state and local laws statutes, regulations and ordinances arising out of or in connection with the performance of its services pursuant to this Agreement.

T. Independent Contractor

Contractor is an independent contractor and is not an agent, joint venture or other affiliate of the County or Court in any way. Contractor shall use its own employees and agents to perform services under this Agreement. It is agreed that Contractor is solely responsible for payment of all federal, state, and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation therefore. The Contractor agrees to indemnify and hold harmless the Court and the County from and against any and all federal, state, or local tax liability or penalties that may arise from the payments made to the Contractor pursuant to this Agreement. The Contractor acknowledges that neither it nor its employees are eligible for any benefits provided by the Court or the County to their respective employees.

U. Entire Agreement.

This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by both parties.

V. Assignment.

The Court has entered into this Agreement in part on the basis of personal reliance in the integrity and qualifications of the staff of Contractor. Contractor may not delegate, assign or subcontract any obligation of Contractors performance under the Contract and may not assign any right under this Contract, in either case without Court's written approval. The Court's discretion in this regard shall be absolute.

W. Notice.
Any notices made in accordance with this Agreement except as otherwise set out in Item J, shall be in writing and shall be made by registered or certified mail, return receipt requested, to:

Contractor:
Judicial Correction Services, Inc.
Administrative Office
327 Dahlonega St. Ste 1003
Cumming, GA 30040

Court:
Fayette County Superior Court, Chief Judge Christopher C. Edwards
Fayette County Justice Center
One Center Drive
Fayetteville, GA 30214

Signature page follows

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE 6th DAY OF ~~DECEMBER~~, 2011. January, 2012.

PROBATION SERVICES CONTRACTOR:

By: _____

Name: _____

Title: _____

COURT:

Christopher C. Edwards (upon a vote of Judge Atkinson, Judge Crawford and Judge Sams 1-6-12 CCE, JSC)

Judge, Superior Court
of Fayette County

Name: Christopher C. Edwards

APPROVED BY:

_____

Name: _____

Title: _____
County of Fayette

Appendix A

Services Provided by the Contractor

Service Description	Fee
Standard probation fee (monthly)	$45
Intensive probation fee (monthly)	$60
One-time set-up charge (set-up case file, picture and entry into software)	$15
Drug testing:	
Standard five panel urine test	$25
Comprehensive forty panel test	$75
Five panel oral screen	$25
GC/MS confirmation (certified results), each substance	$75
EtG/EtS Alcohol test	$35
Program Services:	
Anger Management	$225
Family Violence Intervention Program	$650
Moral Reconation Therapy 8 Modules	$225
Moral Reconation Therapy 12 Modules	$325
Restorative Justice	$65
My Driving and Me	$65
Electronic Monitoring ("House Arrest")	
One-time charge to connect probationer to equipment	$25
Daily GPS monitoring fee	$12
Alcohol monitoring fee	$12
Victim Impact Panel	$15