



CONTRACT FOR PROBATION SUPERVISION AND REHABILITATION SERVICES

WHEREAS, THE NEWTON COUNTY MAGISTRATE COURT, (HEREINAFTER REFERRED TO AS THE "COURT"), PURSUANT TO O.C.G.A. 42-8-100 DESIRES TO ENTER INTO AN AGREEMENT WITH CSRA PROBATION SERVICES, INC. (FORMERLY KNOWN AS GEORGIA CORRECTIONS CORPORATION, HEREINAFTER REFERRED TO AS THE "COMPANY".)

TO PROVIDE GENERAL PROBATION SUPERVISION SERVICES, PRE-TRIAL SUPERVISION SERVICES, PRE-TRIAL DIVERSION SERVICES, FINE COLLECTION SERVICES, ELECTRONIC MONITORING AND OTHER PROBATION SERVICES FOR PERSONS CONVICTED OF A MISDEMEANOR IN THE NEWTON COUNTY MAGISTRATE COURT. WHEREAS, THE NEWTON COUNTY MAGISTRATE COURT AND CSRA PROBATION SERVICES, INC. SHALL FOLLOW AND COMPLY WITH ALL RULES AND REGULATIONS REGARDING CONTRACTS OR AGREEMENTS FOR PROBATION SERVICES.

NOW THEREFORE, THE PARTIES HEREIN ABOVE IN CONSIDERATION OF THEIR MUTUAL COVENANTS AND PROMISES EXCHANGED HEREIN AND IN RESPECT OF THE PERFORMANCE OF PROBATION SUPERVISION SERVICES BY CSRA PROBATION SERVICES, INC. AS SET FORTH HEREIN, IT IS AGREED THAT:

1.

THE NEWTON COUNTY MAGISTRATE COURT SHALL DESIGNATE CSRA PROBATION SERVICES, INC. AS THE PRIVATE ENTITY TO COORDINATE AND PROVIDE DIRECT PROBATION AND REHABILITATION PROGRAM SERVICES, PRE-TRIAL SUPERVISION AND PRE-TRIAL DIVERSION SERVICES AND ELECTRONIC MONITORING SERVICES TO MISDEMEANOR OFFENDERS SENTENCED UNDER OR AWAITING TRIAL BY AND UNDER THE JURISDICTION OF THE AFORESAID COURT.

2.

CSRA PROBATION SERVICES, INC. SHALL PROVIDE THE FOLLOWING SERVICES AND PROGRAMS FOR NEWTON COUNTY MAGISTRATE COURT, TO WIT:

A. OPERATE UNDER THE CONDITIONS, AS AGREED TO, AND SET FORTH WITHIN AND ATTACHED TO THIS DOCUMENT.

B. 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

C. DURING COURT SESSIONS, A PROBATION OFFICER OR COURT SERVICES WORKER WILL ATTEND AND COMPLETE A CASE HISTORY OF EACH OFFENDER AND PROVIDE ORIENTATION AND INSTRUCTION REGARDING COMPLIANCE WITH THE COURT'S ORDER. ALL STAFF

SHALL MEET STATUTORY REQUIREMENT OF TITLE 42 PROBATION LAW. A CRIMINAL RECORDS CHECK SHALL BE CONDUCTED ON ALL EMPLOYEES. ALL EMPLOYEES SHALL BE IN COMPLIANCE WITH O.C.G.A. 42-8-101 AND 42-8-102 REGARDING INITIAL / ANNUAL TRAINING.

D. THERE WILL BE AN INDIVIDUALIZED PLAN OF CASEWORK SUPERVISION, INCLUDING REGULAR CONTACTS ON ALL CASES PLACED UNDER SUPERVISION. THE COMPANY SHALL SET FORTH GUIDELINES FOR THE NUMBER OF OFFENDERS SUPERVISED BY AN OFFICER, WITH THE APPROVAL OF THE COURT. THE FREQUENCY, LOCATION AND MODE OF REPORTING WILL BE BASED ON THE INDIVIDUAL CASE NEEDS, THE LEVEL OF SUPERVISION, AND THE OFFENDER'S DEMONSTRATED COMPLIANCE.

THE MINIMUM STANDARD FOR CONTACTS IS MONTHLY. EXCEPTIONS REQUIRE DOCUMENTATION. THE COMPANY WILL HAVE AN ESTABLISHED PLAN FOR THE NOTIFICATION TO THE COURT OF NONCOMPLIANCE AND VIOLATIONS.

E. THE COMPANY SHALL PREPARE WARRANTS FOR ARREST, PETITIONS FOR REVOCATION OF PROBATION, MOTIONS FOR CONTEMPT AND OTHER DOCUMENTS AS NECESSARY, IN CONNECTION WITH NON-COMPLIANCE BY AN OFFENDER OF THE COURT ORDERED CONDITIONS OF PROBATION, PRE-TRIAL RELEASE OR PRE-TRIAL DIVERSION.

F. COURT ORDERED FINES, RESTITUTION, AND OTHER COURT COSTS WILL BE COLLECTED IN COMPLIANCE WITH PAYMENT SCHEDULES AND WILL BE CLOSELY MONITORED, WHERE APPLICABLE. DELINQUENCIES WILL BE REPORTED TO THE COURT FOR ACTION. THE COMPANY WILL PROVIDE THE OFFENDER WITH A WRITTEN RECEIPT OF MONEYS PAID TO THE COMPANY EACH TIME HE/ SHE MAKES A PAYMENT.

G. THE COMPANY SHALL SUPERVISE INDIGENT OFFENDERS AND OFFENDERS WITH SIGNIFICANT FINANCIAL HARDSHIP PER O.C.G.A.42-8-102(e), UPON ORDER OF THE COURT AND THE PROVISIONS OF O.C.G.A.42-8-102. IF IT IS DETERMINED BY THE COMPANY THAT THE OFFENDER IS NO LONGER INDIGENT, THE COMPANY SHALL NOTIFY THE COURT ACCORDINGLY. THE COURT MAY LATER ORDER THAT THE COSTS ASSOCIATED WITH SUPERVISION BE COLLECTED FROM THE OFFENDER SHOULD HE/SHE BE DETERMINED TO NO LONGER BE CONSIDERED INDIGENT OR UNDER SIGNIFICANT FINANCIAL HARDSHIP.

H. PROVIDE TIMELY AND PROMPT REPORTS AS MAY BE REQUIRED BY THE COURT DURING THE PERIOD OF THE CONTRACT. THE COMPANY SHALL PROVIDE TO THE COURT A QUARTERLY REPORT DETAILING INFORMATION REQUIRED IN O.C.G.A 42-8-108 AND AN ANNUAL REPORT FOR THE GOVERNING BODY AS AUTHORIZED IN O.C.G.A.43-8-108.

I. MAKE FISCAL AND PROGRAM RECORDS AVAILABLE FOR REVIEW WITHIN TEN WORKING DAYS, (EXCEPT IN CASES OF FINANCIAL EMERGENCY) AND MAINTAIN FINANCIAL RECORDS REFLECTIVE OF GOOD BUSINESS PRACTICE.

J. SUBMIT TO THE CLERK OF COURT, ON A MONTHLY BASIS, A WRITTEN REPORT OF THE AMOUNT OF COURT FINES, COURT COSTS AND RESTITUTION COLLECTED FROM EACH OFFENDER, AS REQUIRED BY O.C.G.A. 42-8-102 (a). THE COMPANY SHALL TENDER ALL COURT FINES, COSTS AND RESTITUTION ORDERED AND COLLECTED DURING THE MONTH FROM THE OFFENDER, TO THE COURT BY THE FIFTEENTH DAY OF THE FOLLOWING MONTH.

K. THE COMPANY SHALL REMIT ALL GEORGIA CRIME VICTIM FEES (O.C.G.A.17-15-13) DUE THE STATE BY THE 10TH OF THE FOLLOWING MONTH IN WHICH THE FUNDS WERE COLLECTED.

L. PROVIDE A SUITABLE SURETY BOND BY A COMPANY LICENSED TO DO BUSINESS IN GEORGIA, COVERING CSRA PROBATION SERVICES, INC. AND ANY EMPLOYEE OR AGENT OF CSRA PROBATION SERVICES, INC.

M. SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND NEWTON COUNTY, GEORGIA, FROM ANY CLAIMS, DEMANDS, ACTIONS, AND CAUSE OF ACTIONS ARISING FROM ANY ACTS OR OMISSIONS OF CSRA PROBATION SERVICES, INC. UNDER THE TERMS OF THIS AGREEMENT.

N. NOT ATTEMPT TO PROFIT FROM ANY FINES, RESTITUTION, OR COURT COSTS COLLECTED FROM THE OFFENDERS.

O. MAINTAIN AN APPROVED COMMUNITY SERVICE AGENCY LIST ON FILE.

3. DEFICIENCIES IN SERVICE

IN THE EVENT THE COURT DETERMINES THERE ARE DEFICIENCIES IN THE SERVICE AND WORK PROVIDED BY CSRA PROBATION SERVICES, INC. THE COURT SHALL NOTIFY CSRA PROBATION SERVICES, INC. IN WRITING AS TO THE PRECISE NATURE OF ANY SUCH DEFICIENCIES. WITHIN TEN WORKING DAYS OF RECEIPT OF NOTICE, CSRA PROBATION SERVICES, INC. SHALL TAKE REASONABLE STEPS TO CORRECT THE DEFICIENCIES NOTED. IF CSRA PROBATION SERVICES, INC. FAILS TO CORRECT THE DEFICIENCIES WITHIN SIXTY DAYS, THE COURT MAY DECLARE CSRA PROBATION SERVICES, INC. IN DEFAULT AND THIS CONTRACT SHALL BE DECLARED TERMINATED UPON RECEIPT OF NOTICE THEREOF. UPON TERMINATION OF THE CONTRACT FOR DEFICIENT PERFORMANCE, CSRA PROBATION SERVICES, INC. SHALL PROVIDE A FINAL AND COMPLETE ACCOUNTING OF ALL FINES AND FORFEITURES WITHIN TWENTY (20) WORKING DAYS OF CSRA PROBATION SERVICES, INC. RECEIPT OF NOTICE OF CANCELLATION OF THE CONTRACT.

4. ACCESS TO RECORDS

COUNTY'S REPRESENTATIVES SHALL HAVE ACCESS, AT REASONABLE TIMES, AND UPON TEN DAYS NOTICE (EXCEPT IN CASES OF FINANCIAL EMERGENCY) TO CSRA PROBATION SERVICES, INC. TO ALL RECORDS, RECEIPTS, AND MEMORANDA PERTAINING TO WORK UNDER THE CONTRACT, FOR THE PURPOSE OF CONDUCTING AN INDEPENDENT FISCAL AUDIT FOR ANY FISCAL YEAR WITHIN THE PREVIOUS TWO YEARS.

5. INSURANCE

CSRA PROBATION SERVICES, INC. SHALL PROVIDE AND MAINTAIN DURING THE LIFE OF THIS CONTRACT GENERAL LIABILITY INSURANCE IN THE AMOUNT OF \$1,000,000.00.

6. COLLECTION OF FEES, FINES, RESTITUTION, COURT COSTS FOR NEWTON COUNTY MAGISTRATE COURT

FEES FOR PROBATION AND PRE-TRIAL DIVERSION SUPERVISORY SERVICES SHALL BE THE SOLE RESPONSIBILITY OF THE OFFENDER. THE COURT SHALL ORDER, AS A CONDITION OF PROBATION, THAT EACH OFFENDER PAY TO THE COMPANY A SUPERVISION FEE OF \$40.00 PER MONTH, PLUS ANY STATE ADD-ONS, A SUPERVISION FEE OF \$45.00 PER MONTH FOR PRE-TRIAL RELEASE AND/OR PRE-TRIAL DIVERSION CASES. CSRA PROBATION SERVICES, INC. SHALL BE DUE A \$15.00 TECHNOLOGY/SET-UP FEE FOR EACH PROBATION CASE.

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. THE ALLOCATION OF MONIES COLLECTED SHALL BE AS FOLLOWS: SUPERVISION FEES, DRUG/ALCOHOL TESTS, RESTITUTION, FINES, AND STATUTORY SURCHARGES. IN THE EVENT THE COMPANY CANNOT LOCATE THE VICTIM TO PAY RESTITUTION, THE COMPANY WILL PROVIDE TO THE COURT WRITTEN NOTICE TO THAT EFFECT AND ATTACH THERETO A CHECK PAYABLE TO NEWTON COUNTY, THE TOTAL RESTITUTION COLLECTED BY THE COMPANY. THE COMPANY SHALL HAVE NO FURTHER LIABILITY OR OBLIGATION IN REGARD TO SUCH RESTITUTION MONEYS.

THIS CONTRACT SHALL NOT BE BINDING ON ANY SUCCESSOR TO THE UNDERSIGNED JUDGE. THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED VALID IN SO FAR AS THEY DO NOT VIOLATE ANY COUNTY, STATE OR FEDERAL LAWS. AFORESAID CONTRACT, INCLUDING ALL EXHIBITS ATTACHED HERETO AND INCORPORATED HEREIN BY THEIR REFERENCE, CONSTITUTES THE AGREEMENT BETWEEN THE PARTIES HERETO AND SUPERSEDES ANY AGREEMENTS THAT MAY EXIST BETWEEN THE PARTIES REGARDING THE SAME. THIS AGREEMENT SHALL BE BINDING ON THE PARTIES HERETO FOR A PERIOD COMMENCING ON January 1, 2017 AND ENDING ON December 31, 2020 ANY NOTICE PROVIDED FOR IN THIS CONTRACT SHALL BE IN WRITING AND SERVED BY PERSONAL DELIVERY OR REGISTERED OR CERTIFIED MAIL.

(SIGNATURE PAGE)

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT ON
THE 13 DAY OF January, 2017.

NEWTON COUNTY MAGISTRATE COURT

BY: Melanie M. Bell
JUDGE

CSRA PROBATION SERVICES, INC.

BY: Margie Greene
MARGIE GREENE
DIRECTOR

Mark A. Bares
NEWTON COUNTY BOARD OF COMMISSIONERS