

## AGREEMENT FOR PROBATION SERVICES

STATE OF GEORGIA  
COUNTY OF GWINNETT

**RE: Municipal Court of the City of Lawrenceville – Probation Services**

THIS AGREEMENT, made and entered into by and between the **Municipal Court of the City of Lawrenceville, Georgia** (hereinafter referred to as “the Court”) and **Southeast Corrections, LLC** a corporation organized and existing under the laws of the State of Georgia (hereinafter referred to as “Selected Vendor”), with approval of the **City of Lawrenceville, Georgia**, a Georgia Municipal Corporation, duly organized and existing under the laws of the State of Georgia (hereinafter referred to as “Owner”), with an effective date the 1<sup>st</sup> day of April, 2015.

### WITNESSETH:

WHEREAS, Owner wishes to contract with Selected Vendor to provide probation services for the Court; and

WHEREAS, Selected Vendor has a Fee Schedule (which is attached hereto as Exhibit A and is incorporated herein by this reference) for the services to be provided and the costs of said services to be paid by those placed on probation by a Judge of the Court; and

WHEREAS, Selected Vendor is a company with the requisite professional staff, expertise, knowledge, and professional registrations or certifications and is licensed to provide said services;

Now, therefore, the Owner and Selected Vendor, in consideration of the mutual covenants and promises contained herein do agree as set forth below:

### Section 1 Selected Vendor’s Services

The Selected Vendor shall provide probation services including but not limited to:

1. The Selected Vendor shall attend all regularly scheduled misdemeanor plea and arraignment hearings, and attend all other criminal hearings as requested by a judge or judge designee of the Court, for the purpose of providing private probation services for each probationer placed on probation during the hearings.

2. The Selected Vendor shall maintain for the life of the contract a probation office within the Lawrenceville City limits.

3. The Selected Vendor shall conduct an initial interview with each probationer at the time of his or her sentencing or as soon as is practicable thereafter for purposes of explaining the scope of the Court order relative to fines, fees and/or restitution imposed as well as requirements and conditions, general and special, for probation supervision.

4. The Selected Vendor shall meet with each probationer placed on probation under the supervision of the Selected Vendor at least one (1) time every thirty (30) calendar days. Probationers that do not comply with the probation guidelines and the Lawrenceville Municipal Court order may be

required to meet with their supervisor more than one (1) time every month. At the discretion of the Court, the Selected Vendor shall provide intensive probation services that may include the requirement(s) for weekly reporting, home visits, telephone contacts, or a combination of any or all of these requirements. For probationers placed on intensive probation, the Selected Vendor shall charge the probationer no more than the amount stipulated in the Fee Schedule one (1) time every month for as long as the intensive probation requirements are in effect.

5. The Selected Vendor shall provide and service a Pretrial Intervention and Diversion Program (hereinafter "PTD"), or similar type of program, if the Court chooses to provide that program. In that case, a person required to participate in a PTD shall be supervised in the same manner as provided herein as a probationer, subject to the same fees and charges as provided in the Fee Schedule.

6. The Selected Vendor shall provide, at no additional costs, pre-sentence investigations at the request of the Court.

7. The Court shall have the sole responsibility of determining the appropriate programs, classes, or service(s) for each probationer and such will be explicitly listed as part of any Order by the Court. Acceptable providers for certain programs, classes or services shall be subject to the approval of the Chief Judge of the Court, including whether a program or class offered by an alternate provided by the Selected Vendor is acceptable. Any alternate programs, classes or services approved by the Chief Judge shall be managed by the Selected Vendor as part of the probation process in the same manner as any programs and services provided by the Selected Vendor.

8. The Selected Vendor shall collect from probationers if requested by the Court, Court ordered fines, restitution and other costs associated with orders, judgments, and sentences of the Court.

(a) Any and all fines, surcharges, court costs and other fees shall be paid to the Court. Any and all monies collected from probationers by the Selected Vendor must be submitted to the Court on no less than a monthly basis. All collections of monies shall make the City first payee and any remaining or residual monies to be collected will be the Selected Vendors responsibility to collect to satisfy any outstanding amounts owed them. All funds and payments shall be accompanied with reporting and accounting through integration with the Court's Courtware Computer software system in a format as determined by the Court.

(b) The Selected Vendor shall collect from probationers only those fees specifically ordered by the Court, and not in excess of those charges listed in the Selected Vendor's Fee Schedule. The Selected Vendor shall not charge any probationer that has been declared by the Court to be indigent, any fees without specific authorization by the Court, and then only under those circumstances provided by the Court.

9. Maintain fine, restitution or Court costs collected from the Probationers in a non-interest bearing account without benefit or profit from said accounts.

10. Under no circumstances shall any portion or percentage (%) of any fine monies or court fees collected be retained by the Selected Vendor.

11. A nine dollar (\$9.00) per month surcharge shall be collected from each probationer placed on probation by the Selected Vendor, unless the probationer is exempted by the Court, as required by Georgia law. The surcharge shall be sent by the Selected Vendor to the Georgia Crime Victims Compensation Board on no less than a monthly basis pursuant to O.C.G.A. §17-15-13.

12. The Selected Vendor shall coordinate community service work as required as a condition of probation by the Court. The Selected Vendor shall cooperate with the Court to ensure that community service is done within the city limits of Lawrenceville, Georgia, whenever possible. The Court shall determine and define the work mission for all community service. Monthly tracking and reporting of all community service work is required in a format satisfactory to the Court.

13. The Selected Vendor shall administer drug and alcohol screens to probationers only as directed by the Court. Probationers shall assume the cost of random drug testing, and shall pay those costs pursuant to the Fee Schedule provided.

14. The Selected Vendor shall provide electronic monitoring of probationers only at the direction of the Court. Probationers shall assume the cost of electronic monitoring, and shall pay those costs pursuant to the Fee Schedule provided. Monthly tracking and reporting of all electronic monitoring is required in a format satisfactory to the Court.

15. The Selected Vendor shall prepare referrals and lend assistance to probationers either ordered to receive or who desire employment assistance or other forms of counseling.

16. The Selected Vendor shall recommend to the Court early probation release if a probationer has fulfilled all court ordered requirements and has paid all fines. Continuing monthly probation supervision fees shall not be assessed against the probationer if the Court grants early release. Failure to notify the Court that a probationer has fulfilled all court ordered requirements and has paid all fines may subject the Selected Vendor to refund any fees collected after such date that Court ordered requirements are met.

17. The Selected Vendor shall advise the Court, by filing a petition for modification/revocation of probation, or petition for contempt, any time a probationer fails in a material way to comply with the conditions of probation. The Selected Vendor shall appear in court and present such findings to the Court in such detail as to satisfy the Court of the need for any modification or revocation. The Selected Vendor shall show the expiration date of any probation sentence on the face of any warrant and shall provide the Court a report of any active warrants due to expire in the next 30 days at the time of any modification/revocation hearing.

18. The Selected Vendor shall provide notice as required by law and return to the Court any probationer that does not, in the opinion of the Selected Vendor, comply with the terms set forth in the court order of probation at which time the probation officer shall testify as to the circumstances of the case, giving the probationer full opportunity to refute any or all points. The officer shall comply with the Court's ruling in reference to sentencing or possible revocation of probation pursuant to the Court's procedures and Georgia law.

19. The Selected Vendor shall assist the Court and law enforcement authorities in tracking absconders through the submission of an absconder investigation report which details the probationer's

personal history and employment information, the circumstances of his or her violations, and his or her last known whereabouts. This report shall be made available upon request from the Court.

20. The Selected Vendor shall maintain case files on each probationer to document compliance with the terms and conditions of probation, reporting dates, and contacts as they occur and the amounts and dates of all monies collected.

21. The Selected Vendor shall declare and maintain in a “confidential” manner all reports, files, records and papers of whatever kind relative to the supervision of probationers, and shall make the same available only to authorized employees of the Selected Vendor and authorized personnel of the City of Lawrenceville, to those authorized by the Court, or as otherwise required by law. All information must be maintained and in compliance with the Georgia Open Records Law at all times.

22. The Selected Vendor shall keep all reports, files, records and papers in a centralized location convenient to the City of Lawrenceville, Georgia, and shall make the same available only to the Court, Lawrenceville city officials or employees authorized by the Court, and as may be required by law. Such reports, records and papers are and shall remain the property of the City of Lawrenceville, Georgia. The Selected Vendor may retain confidential copies for its files if so desired.

23. The Selected Vendor shall provide the Court with the ability to access real-time reporting that provides the status of probationers supervised by the Selected Vendor, the status of probationers for whom supervision or rehabilitation has been terminated, and the reason for the termination. The reports shall incorporate as much detail as the Court may require. In addition, the Selected Vendor shall provide access at any time to the Selected Vendor’s Case Management System to any authorized personnel of the Court. All information is declared to be confidential and shall be available only to those entities permitted by law and authorized by the Court. The reporting of system access and modification should also be made available to the Court, upon request.

24. The Selected Vendor shall provide the Chief Judge of the Court, the appropriate agency, board or commission of the State of Georgia, and any others who may have authority, with a quarterly summary report that provides the number of Misdemeanor Probationers supervised by the Selected Vendor; and the number of Misdemeanor Probationers for whom supervision or rehabilitation has been terminated, in as much detail as may be required by law, rule or regulation.

25. The Selected Vendor shall, at a minimum, reconcile all records with the Court Clerk’s office on a monthly basis. Records shall be made available to the Selected Vendor on any normally scheduled workday, between the hours of 8:30 AM and 4:30 PM, upon request.

26. The Selected Vendor must have the ability to integrate the collection of data and payment information with the Court’s Case Management System (currently Courtware). Integration must be completed per the instructions of the Court and the City of Lawrenceville’s Department of Information Technology. All information must be transferred electronically and occur on a daily basis. The Selected Vendor must provide at its own expense any necessary software, hardware, equipment, and communication services in order to accomplish this transfer of data and daily court operations. The responsibility of data assurance, integrity, and security is the responsibility of the Selected Vendor and must meet the standards established by best business practices and regulatory statutes.

27. The Selected Vendor shall only accept any modification to any original Court sentence as made by a court of competent jurisdiction.

28. The Selected Vendor shall not own nor have a controlling interest in any finance business or lending institution that makes loans to probationers under its supervision for the payment of probation fees or fines. Neither shall the Selected Vendor, nor any employees, agents or representatives, engage in any employment, business, or activity that interferes or conflicts with the duties and responsibilities of this Contract. Furthermore, neither shall the Selected Vendor nor any of its employees, agents or representatives, own, operate or have any financial interest in, be an instructor at, or be employed by any private entity that provides drug or alcohol testing, education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Human Resources. Moreover, neither shall the Selected Vendor, nor any of its employees, agents or representatives, specify or favor, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program that a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names, addresses and telephone numbers of known, certified DUI Alcohol or Drug Use Risk Reduction Programs.

29. The Selected Vendor shall supervise all persons assigned to probation by the Lawrenceville Municipal Court with an average ratio of probationers to staff of no greater than two hundred and fifty (250) to one (1) for active cases with conditions. Further, the Selected Vendor shall supervise all "payment-only" cases at a ratio in compliance with best practices as established by County and Municipal Probation Advisory Council (CMPAC).

30. The Selected Vendor shall require that at least one (1) of its probation officers assigned to the Court speak, understand, read, and write fluently the Spanish language. That probation officer shall be available to attend each calendar of the Court unless it appears to the Court that the officer's language abilities and skills shall not be necessary for any particular Court calendar.

31. The Selected Vendor shall ensure that any person it employs or contracts with as a private probation officer:

(a) is at least twenty-one [21] years of age at the time of appointment to the position of private probation officer pursuant to O.C.G.A. §42-8-100;

(b) has completed a standard two [2] year college course; provided however that any person who is so employed as a private probation officer as of July 1, 1996, and who has at least six [6] months of experience as a private probation officer shall be exempt from such college requirement pursuant to O.C.G.A. §42-8-102;

(c) has received an initial forty [40] hours of orientation upon employment and has received twenty [20] hours of continuing education per annum as approved by the County and Municipal Probation Advisory Council, provided that the forty [40] hour initial orientation shall not be required of any person who has successfully completed a probation or parole officer basic course of training certified by the Peace Officer Standards and Training Council or any private probation officer who has been employed by a private probation corporation, enterprise, or agency for at least six [6] months as of July 1, 1996 pursuant to O.C.G.A. §42-8-102; and

(d) has not been convicted of a felony [to ensure that its private probation officers have not been convicted of a felony, the Selected Vendor shall conduct a documented criminal record check on all its private probation officers] pursuant to O.C.G.A. §42-8-102.

32. Under no circumstances shall costs or charges be incurred by the Court or the City of Lawrenceville from the Selected Vendor for services rendered to the Court or the City. Under no circumstances shall the Court or the City be invoiced, receive a statement or otherwise be billed for services rendered or for the reimbursement of expenses incurred during the rendering of services.

33. As is necessary, the Selected Vendor shall provide updates to the Court on any changes in state and/or national laws or regulations that are relevant to probation, probationary services, etc. Such updates shall be provided in a manner and at a time that is convenient to the Court. Such updates shall be provided at no additional cost to the Court.

34. Within thirty (30) calendar days of Contract termination with the City, the Selected Vendor shall return / turn over to the City of Lawrenceville all files, documents, correspondence, papers and databases applicable to the City's Contract and required herein, together with all relevant information concerning the status of each and every probationer, the fines due and payable and payments made or promised, and locations and information held by the Selected Vendor which could assist in locating any absconders. This obligation shall be carried out by the Selected Vendor at no cost to the City.

35. The Selected Vendor shall be certified as a Georgia Crime Information Center non-terminal user, and shall thereby be granted access to both Georgia Crime Information Center and National Crime Information Center criminal history record information. The Court shall assist the Selected Vendor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for the Selected Vendor to conduct pre-sentence or probationer investigations as may be requested by the Court.

36. Conflicts of Interest: The Selected Vendor shall deliver to the City Clerk an affidavit certifying that the Selected Vendor has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to the City. The affidavit shall further state that in rendering services to the City that no persons having any such interest shall be employed by the Selected Vendor. The Selected Vendor assumes full responsibility for knowing whether its officers, employees, agents or anyone providing services under this Contract has any such interest and for certifying the absence of such conflict to the City.

During the course of performing services for the City, the Selected Vendor shall disclose immediately to the City, by affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of the Selected Vendor's owners, officers, employees, agents or anyone providing services under this Contract. The duty to disclose is a continuing duty. Such disclosure is a material obligation of this agreement and the Selected Vendor's failure to comply with these provisions affords the City the right to pursue any and all remedies for breach of contract. In the event of an apparent or actual conflict of interest during the course of performance, the City may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving the right of the City to pursue damages or other remedies.

A conflict of interest includes any circumstance, which might influence or appear to influence the judgment of the Selected Vendor, and the Selected Vendor shall disclose the same. Further, the Selected Vendor shall disclose the acceptance of compensation, monetary or otherwise, from more than one payor

or party for services on the same project or related project. The Selected Vendor shall disclose the direct or indirect solicitation or acceptance of financial or other consideration from parties other than the City for work on the project to which this agreement pertains. A conflict of interest of the Selected Vendor's owners, officers, employees, agents, or anyone providing services under this Contract shall be deemed a conflict of interest of the Selected Vendor, giving rise to the duty to disclose. The Selected Vendor shall not disclose any data, facts or information concerning services performed for the City or obtained while performing such services, except as authorized by the City in writing, or as may be required by law.

37. Follow all rules, regulations and policies set forth by the State of Georgia and any and all agencies, boards, commissions or similar bodies that govern the activities and services provided under this Contract.

## **Section 2 Selected Vendor's Reporting and Data Requirements**

The following performance measures are the minimum data and reporting that the City requires to track progress of the services provided. This information is a minimum and other measures may be requested to be tracked during the term of this Contract.

1. Amount and Percent of fines and penalties collected each month.
2. Specific measures and efforts to enforce court orders.
3. Percentage of probationers completing community service.
4. Number and percentage of probationers incarcerated.
5. Average length of time for those successfully completing probation.
6. Number of probationers completed monthly
7. Number of outstanding probationers monthly
8. Status report of all active probationers
9. All new cases per month
10. All warrants issued by month
11. All probation terminations – list and summary account.
12. A balance summary sheet for the month starting with beginning balance, new cases, payments received, warrant costs added, fines credited and ending balance.
13. A detailed list of new cases, showing ticket #, name, sentence date, and amount of order.
14. A warrant fees added report, showing name, ticket # and warrant fee added.
15. An adjustment report that shows the name, date, ticket #, adjustment amount, and reason.
16. A terminated cases report showing name, ticket#, sentenced date, termination date, reason, ordered amount, paid, balance.

17. A fines balance report that shows all cases with activity for the month, open cases with ticket number, name, sentence date, ordered amount, current balance, and balances for dispersals showing previous balances and current. Ending balances must agree with the balance summary report.

18. Monthly report of the revenue generated by the probation company from the City of Lawrenceville Court.

19. A monthly profit and loss statement for the probation company for the services provided to the City of Lawrenceville Court explicitly showing the net revenue from the City of Lawrenceville.

### **Section 3 Owner's Responsibilities**

The Owner's responsibilities to the Selected Vendor shall specifically include conducting meetings with Selected Vendor, providing required information on probationers, and completing other items specifically set forth in Attachments of this Agreement and additional items as might be required and are mutually agreed upon in writing.

### **Section 4 Period of Service**

The services, as described herein, shall commence on April 1, 2015 and shall continue until March 31, 2016. The contract shall automatically renew for three additional one year terms upon the anniversary date of this contract under the then prevailing terms and conditions unless notice of nonrenewal is given by either party at least 30 days prior to the current term's expiration.

### **Section 5 General Conditions**

#### **5.1 Insurance**

The Selected Vendor shall at all times during this Contract maintain in full force and effect Employer's Liability, Workers' Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the Owner and before commencement of work hereunder the Selected Vendor agrees to furnish the Owner certificates of insurance or other evidence satisfactory to the Owner to the effect that such insurance has been procured and is in force with the City of Lawrenceville named as an additional insured. The certificates shall contain the following express obligations:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the City of Lawrenceville."



For the purpose of the Contract, the Selected Vendor shall carry the following types of insurance in at least the limits specified below:

<u>Coverages</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000
Bodily Injury Liability Except Automobile	\$2,000,000 each occurrence \$2,000,000 aggregate
Property Damage Liability Except Automobile	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each person \$2,000,000 each occurrence
Automobile Property Damage Liability	\$1,000,000 each occurrence \$2,000,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

Subject to the approval of the City and to the extent permitted by law, all or any part of any required insurance coverages may be provided under a plan or plans of self-insurance.

## **5.2 Successors and Assigns**

The Selected Vendor and Owner each binds itself and its successors, executors, administrators and assigns in respect to all covenants and conditions of this Agreement. Neither the Selected Vendor nor the Owner will assign or transfer any interest in the Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the Selected Vendor and the Owner.

## **5.3 Modification**

This Agreement constitutes the entire understanding between the Owner and Selected Vendor and may be modified only by a written instrument duly executed by the parties hereto.

## **5.4 Compliance with Law**

The Selected Vendor shall comply with all requirements and conditions set forth by the Judge of the Municipal Court and shall at all times comply with any rules, regulations and statutes of the State of Georgia, whether currently existing or enacted after the execution of this Contract.

## **5.5 Miscellaneous**

This Agreement is governed by the laws of the State of Georgia.

## **5.6 Indemnification**

Selected Vendor shall indemnify and hold harmless the City and the Court from and against all liability (including cost of defense, settlement, judgment, and reasonable attorneys' fees) resulting from breach by Selected Vendor or resulting from the negligence, willful or tortuous acts, omissions, or misconduct of Selected Vendor and its employees, agents, or representatives in the provision of services under this Contract. This indemnification provision shall survive the expiration or termination of this Contract.

## **Section 6 Standard of Care**

In performing its professional services, the Selected Vendor will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided.

## **Section 7 Venue**

Disputes arising out of this Agreement shall be heard in the State or Superior Court of Gwinnett County, Georgia. The Owner and Selected Vendor agree that jurisdiction and venue are proper in Gwinnett County, Georgia, exclusively, and they hereby waive any defenses they may have to improper venue, lack of jurisdiction over their person, and lack of subject matter jurisdiction.

## **Section 8 Severability**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect the other provisions, and the remaining provisions of this agreement shall be given full effect.

## **Section 9 Compliance with Georgia Law**

This contract is conditioned on both parties' compliance with the requirements of O.C.G.A. § 13-10-91. The City of Lawrenceville employs 100 or more employees, and is in compliance with O.C.G.A. § 13-10-91. Selected Vendor hereby states that it has complied with the requirements of O.C.G.A. § 13-10-91, will attest its compliance by completing the affidavit attached as Exhibit 1. Selected Vendor acknowledges that it generally and typically will not utilize subcontractors or sub-subcontractors. However, if a subcontract or sub-subcontractor is utilized by Selected Vendor, Selected Vendor shall obtain the employee number category and eligibility verification from all subcontractors and sub-subcontractors and submit the affidavits required by Georgia Law. Selected Vendor shall submit the required affidavits at the time of execution of this Agreement and shall obtain the required affidavits from subcontractors and sub-subcontractors in accordance with Georgia law.


## **Section 10 Notice and Service Thereof**

- (a) All notices, demands, requests, instructions, approvals, and claims shall be in writing.


- (b) Any notice to or demand upon the Selected Vendor shall be sufficiently given if delivered to Mr. Roy Harrell, Southeast Corrections, LLC 1960 Satellite Boulevard, Suite 3000, Duluth, Georgia 30097 or if deposited in the United States Mail in a sealed, postage, prepaid envelope.
- (c) All papers required to be delivered to the Court/Owner shall, unless otherwise specified in writing to the Selected Vendor, be delivered to the City of Lawrenceville, at the office of the City Clerk, City Hall, P.O. Box 2200, 70 South Clayton Street, Lawrenceville, Georgia 30046. Any notice to or demand upon the Court/Owner shall be sufficiently given if delivered to the office of the City Clerk or if deposited in the United States Mail in a sealed, postage, prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to the City Clerk or to such other representative of the Court/Owner or to such other address as the Court/Owner may subsequently specify in writing to the Selected Vendor for such purposes.
- (d) Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, as the case may be.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their respective seals on the day and date first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterparts, be deemed an original Contract.

**CITY OF LAWRENCEVILLE, GEORGIA**

By:  Seal  
Dennis Stiff  
Chief Judge  
Municipal Court of the City of Lawrenceville

*Approved by City Council*


By:  Seal  
Judy Jordan Johnson  
Mayor, City of Lawrenceville, Georgia

Attest:   
Karen Pierce  
City Clerk, City of Lawrenceville, Georgia

[Corporate Seal]



Approved As to Form Before Execution:

By:   
Thompson, Sweeny, Kinsinger & Pereira P.C.  
Attorneys for the Owner

**SELECTED VENDOR: SOUTHEAST CORRECTIONS, LLC**

By: [Signature] Seal

Name: Roy Harrell

Title: President / CEO

Attest: John C. Prescott, Jr.

Name: John C. Prescott, Jr.

Title: Vice President of Operations

Signed and Sealed in the presence of:

By: Michelle Autry  
Notary Public



NOTE: If the SELECTED VENDOR is a corporation, the Agreement shall be signed by the President or Vice President, attested by the Secretary and the corporate seal affixed.



## Detailed Fees/Services.

Please provide a detailed explanation of the Provider's fee structure and the specified services that will be provided to the City, expanding on the brief explanations provided in the Methodology/Approach Section.

ALL AT NO COST TO THE CITY OF LAWRENCEVILLE			
Service	Period / Unit	Probationer Paid	Cost to the Court
Supervision Fee	Monthly (minimum)	\$35.00	
Restitution Collection –Disbursement	No cost	\$0.00	\$0.00
Payment only Cases	Monthly (first month free)	\$25.00	\$0.00
Three month cap on fees – (option HB310)			
Intensive Supervision Fee	Daily/Weekly	\$45.00	
Pre-Trial Diversion Supervision	Monthly	\$35.00	\$0.00
Digital Processing Fee	One Time-as required for warrants	\$4.00	\$0.00
Drug Testing	6 panel/ Per Test/On-site	\$15.00	\$0.00
Drug Testing 7 panel lab test	Lab results	\$25.00	
GC/MS Confirmation Testing	Per drug confirmed	\$25.00	At request of probationer
Electronic Monitoring (Radio Frequency)	Per Day	\$8.00	\$0.00
Electronic Remote Alcohol Monitoring	Per day (MEMS)	\$10.00	
(Coupled with RF/GPS House Arrest)	Per day (MEMS)	\$5.00	\$0.00
Electronic Monitoring (Passive GPS)	Per Day	\$10.00	\$0.00
Alcohol Monitoring – Continuous SCRAM	Per Day	\$12.00	
Alcohol Breath Testing- On site	Per test	\$5.00	\$0.00
Warrant Processing Admin. Fee	Per Warrant Served	\$200.00	Paid to City of Lawrenceville
Anger Management (non-domestic violence)	8 modules	\$22/session +\$10 workbook	\$0.00
Standard Cognitive Program- MRT	12 steps	\$22/session+ \$25 workbook	
Chronic multiple offenders	26 modules		\$0.00
Under the Influence-designed for minors	4hr on-line course	\$85.00 (parents N.C.)	\$0.00
9 modules			
Marijuana 101	3 hour on-line course	\$85.00 (parents N.C.)	\$0.00
First time offenders 7 modules			
Thinking Outside the Box	One day	\$100.00 (includes workbook)	\$0.00
1 <sup>st</sup> time offenders- shoplifting, poor decisions			
Interstate Compact Transfer Fee	If applicable/once	\$50.00	
IN-State Transfer Fee		N.C	\$0.00



**EXHIBIT B: PROGRAM SERVICES  
CORRECTIONAL SERVICES AGREEMENT  
BETWEEN  
SOUTHEAST CORRECTIONS, LLC. (SOUTHEAST CORRECTIONS) AND  
THE MUNICIPAL COURT OF LAWRENCEVILLE, GEORGIA**

Program Title	Target Population	Description of Program	Cost
<b>Anger Management</b>  8 modules	Designed for use with adults who have been involved in assault or violence in non-domestic situations and/or anyone who has exhibited anger control problems.	A cognitive-behavioral program that helps the client to understand and manage feelings and behaviors that triggers anger.	(Non-domestic violence) \$22.00 per group session \$10.00 workbook
<b>Standard Cognitive Program</b>  12 steps 26 modules	Developed for chronic, as well as multiple alcohol/drug offenders, particularly those who have been resistant and unsuccessful in various other treatment programs.	A cognitive-behavioral program designed to enhance social, moral and positive behavioral growth in a progressive, ladder manner. This program addresses criminal thinking patterns, relationship issues, values, attitudes and cognitive processes.	\$22.00 per group session \$25.00 workbook
<b>New Directions Theft/Shoptlifting Lifeskills Course</b>	First time shoptlifting offenders or shoptlifting offenders who have not been ordered to complete programming for prior shoptlifting offenses.	The course forces offenders to make an honest assessment of the cost of their crime both personally and for society, while challenging the moral ethos of the offense in a cognitive environment.	\$100 includes the cost of workbook
<b>New Directions Offender Correction Lifeskills Course</b>  <b>English and Spanish versions available</b>	First time offenders or offenders who have not been ordered to complete programming for prior criminal offenses.	The course forces offenders to challenge themselves and the thought processes that have lead them to their present situation. The course uses cognitive rehabilitative principles to incorporate right-thinking into the offender's normal decision-making process.	\$100 includes the cost of workbook
<b>Under The Influence</b>  9 modules - 4 hour online course	Program designed for minors in possession of alcohol-education about effects and decision making	Evidence based program to reduce harmful drinking behavior-Course provided by 3 <sup>rd</sup> Millennium Classrooms-proctored exam given in office by Probation Officer to verify completion	\$85.00 (Course can be repeated at no cost – parents have FREE access)





<b>Marijuana 101</b>  7 modules - 3 hours online course	Program designed for first time offenders-on-going updates as usage trends change	Personalized feedback through self- assessment. Specific info to each State- Course provided by 3 <sup>rd</sup> Millennium Classrooms-proctored exam given in office by Probation Officer to verify completion	\$85.00 (Course can be repeated at no cost – parents have <b>FREE</b> access)
<b>Thinking Outside The Box</b>	Appropriate for first-time offenders.	A cognitive program which draws from a number of resources to establish a broad introduction into appropriate thinking and moral-based decision-making.	\$100.00 Includes workbook



**EXHIBIT A: ELECTRONIC MONITORING SERVICES  
CORRECTIONAL SERVICES AGREEMENT  
BETWEEN  
SOUTHEAST CORRECTIONS, LLC. (SOUTHEAST CORRECTIONS) AND  
THE MUNICIPAL COURT OF LAWRENCEVILLE, GEORGIA**

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In addition to the terms and provisions set forth in the above referenced Agreement, the following terms shall apply to all electronic monitoring services provided under the Agreement.

**SERVICES AND RESPONSIBILITIES OF SOUTHEAST CORRECTIONS**

**Monitoring Services.** Southeast Corrections will provide the following monitoring services to the Court for the Courts' operation of an electronic monitoring program. The monitoring services provided hereunder are specifically designed to determine by electronic means the presence of a person at a specified location (typically that person's place of residence).

Southeast Corrections will perform the functions of data entry and data storage for all properly enrolled Probationers. The data entry function consists of the input of all required demographic, curfew, and system configuration information on each case into the central host computer system.

Southeast Corrections will maintain twenty-four (24) hour, seven (7) days per week management of Probationer data enrolled hereunder.

Southeast Corrections will provide notification of Alert conditions to authorized and identified Courts' staff. Alert notification will be in accordance with Section (**Standard Monitoring Program Level**) herein or as agreed upon in writing by the Court and Southeast Corrections.

Alert Condition and Equipment status information for each Probationer will be documented and maintained by Southeast Corrections.

**Notification Options.**

**Standard Monitoring Program Level.** The Standard Monitoring Program has as its primary intent the non-immediate monitoring of compliance to ordered conditions. This program does NOT provide 24-hour enforcement of conditions. This program is NOT recommended for high-risk probation cases. At this level of monitoring, the Court determines that next business day (or later as determined by the Court) notification is acceptable on any and all violations incurred during the monitoring period.

**Other Notification Levels.** Because certain electronic monitoring equipment provides round-the-clock monitoring, it is possible to increase the notification frequency for higher-risk cases. In such cases the Court may desire more immediate notification; Southeast Corrections will increase the level of notification provided appropriate Court personnel can be made available for response. In the absence of written notification procedures to the contrary, the Standard Monitoring Level will apply.

**Maintenance.** Southeast Corrections shall maintain the Equipment at its expense. The Probationer shall be responsible for lost or missing Equipment and/or the cost of required repairs necessitated by the Probationer's negligence or the damage or destruction of the Equipment by parties other than Southeast Corrections. The Court will assist Southeast Corrections in enforcement of this policy.





**EQUIPMENT.** Southeast Corrections shall supply a sufficient quantity of Units to meet the Courts' need subject to forty-eight (48) hour notice prior to shipment.

## **MONITORING SYSTEM**

**Description.** The monitoring system utilized hereunder is an active monitoring system consisting of a Transmitter, an FMD and a central computer system. The Units communicate with the host computer system through the Probationer's standard telephone service.

**System Maintenance.** The Court acknowledges that periodic maintenance on the host computer system is required. During the performance of this maintenance, the system may be required to be temporarily "off-line". The Court will be notified in advance of any such situation.

**SOUTHEAST CORRECTIONS** expressly disclaims any warranty that any equipment provided hereunder is impervious to tampering.

**THE COURTS' OBLIGATIONS.** The Court shall have the responsibility to:

Refer appropriate cases to Southeast Corrections for supervision.

Identify authorized personnel to which Southeast Corrections may report violations.

Provide to Southeast Corrections required Probationer case and curfew information and Court Order.

Identify and make available the Courts' staff and/or Equipment (fax, pager) for the purposes of notification by Southeast Corrections to the Court of alerts and equipment status problems.