



Nathan Deal  
Governor

## Department of Community Supervision

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Michael W. Nail  
Commissioner

January 2, 2018

TO: Alison Earles, Associate General Counsel, Georgia Municipal Association

FROM: John Coar, Compliance Monitor  
Misdemeanor Probation Oversight Unit

REF.: Court Service Agreement

A thorough review of the Sample service agreement was conducted and it was found to be:

Aligned with Service Agreements Standards for 2018 (rule 102-2-.08)

Not aligned with Service Agreements Standards for 2018 (rule 102-2-.08) (Please see below)

\*These requirements must be met as of Jan 31, 2018\*

Missing items and/or specific areas of noncompliance: This service agreement is in full compliance with the DCS Board Rule 102-2-.08 and service agreement standards for 2018.

Cc: Barbara Neville, Director  
Shevondah Leslie, Staff Director

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In accordance with O.C.G.A. Section 42-8-101(b)(1), this Agreement shall be attached as an exhibit to documentation of the Governing Authority's approval to privatize probation services and the judge's express written consent to privatize probation services.

### Sample Probation Services Agreement

This Agreement is made by and between \_\_\_\_\_, a [insert corporation, LLC, etc.] organized under the laws of the State of \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ hereinafter called "Contractor" and the City of \_\_\_\_\_, Georgia hereinafter called the "City" on behalf of its municipal court 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 42-8-101.

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 the City, Contractor shall provide the following services.

##### A. Responsibilities of Probation Services Contractor

1. Compliance with Statutes and Rules. Contractor shall be registered with the Department of Community Supervision and shall comply with all laws that apply to probation companies in Georgia and all standards, rules and regulations promulgated by the Department of Community Supervision. Any and all probation management activities and/or reporting activities performed by Contractor pursuant to this Agreement must be accomplished in strict compliance with any and all applicable Federal and Georgia laws and Department of Community Supervision Rules, as are now in effect or hereafter may be amended. If a contradiction or conflict exists between any and all applicable Federal or Georgia laws or the Department of Community Supervision Rules and any terms, conditions, stipulations, etc., listed herein, Contractor shall provide written notification to the City of the conflict and shall act in accordance with the law unless the City provides alternative written direction. In addition, Contractor shall prepare an amendment to bring the term, condition, stipulation, etc., into compliance with the law and forward that amendment to the City for consideration.

2. Records and Confidentiality. Contractor shall keep all reports, files, records and papers in a centralized location convenient to the City. Such reports, files, records and

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papers are and shall remain the property of the City, and shall be maintained in accordance with the Open Records Act. 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 in accordance with applicable law. These records, files and papers shall be available only to the City, an auditor appointed by the City, the judge handling the case, the Department of Audits and Accounts, the Department of Corrections, the Department of Community Supervision, the State Board of Pardons and Paroles, or the Board of Community Supervision, and to the probationer as provided in O.C.G.A. Section 42-8-109.2 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. Qualifications and Training.

Officers: Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the caseload. Contractor shall have at least one supervisor with five years' experience in corrections, parole, or probation services. Any person employed as and using the title of a private probation officer or probation officer must undergo a background check by the Department of Community Supervision. In accordance with O.C.G.A 42-8-107, any such person shall be at least 21 years of age at the time of appointment to the position of private probation officer or probation officer and shall have completed a standard two-year college course or have four years of law enforcement experience; provided, however, that any person employed as a private probation officer as of July 1, 1996, and who had at least six months of experience as a private probation officer or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006, shall be exempt from such college requirements. Every private probation officer shall receive an initial 40 hours of orientation upon employment and shall receive 20 hours of continuing education per annum as approved by the board, provided that the 40 hour initial orientation shall not be required of any person who has successfully completed a basic course of training for supervision of probationers or parolees 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 months as of July 1, 1996, or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006. In no event shall any person convicted of a felony be employed as a probation officer or private probation officer. Nor shall any person convicted within the past ten years of a misdemeanor that involved elements of violence, dishonesty or making a false statement be employed as a probation officer or private probation officer. Contractor shall ensure that officer personnel continue to meet all probation officer employment requirements set forth in the Department of Community Supervision Rules, as amended from time to time.

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Administrative Employees and Others Performing Services who are not Officers: Contractor shall employ competent and able personnel to provide services and shall ensure that such individuals meet the following minimum requirements:

- a. Be at least 18 years of age at the time of employment or start of service in the position
- b. Have a high school diploma or equivalent
- c. Complete a 16 hour initial orientation program within 6 months of appointment and 8 hours annually of in-service continuing education training consisting of a curriculum approved by the Misdemeanor Probation Oversight Unit of the Department of Community Supervision.

Contractor shall ensure that non-officer personnel continue to meet all employment or volunteer service requirements set forth in the Department of Community Supervision Rules, as amended from time to time.

5. Criminal History and Background Check. Contractor represents and warrants that all employees have had or shall have criminal history and background checks by the Department of Community Supervision and have given or shall give the Department of Community Supervision written consent to conduct periodic criminal history checks.

6. Officer per Probationer Ratio and Standards of Supervision . Contractor shall manage caseload limits so as not to exceed \_\_\_\_\_probationers per probation officer for basic supervision and \_\_\_\_\_probationers per probation officer for intensive supervision. Probation Officers shall make \_\_\_\_\_ (contact type-i.e. field/office/collateral) contacts per \_\_\_\_\_.

7. Location Place of Business. Contractor shall maintain an office in \_\_\_\_\_ (County or Municipality) for meeting with and the provision of services to probationers.

## B. Reports

Contractor shall provide to the judge who approved this contract or his or her designee and the Board of Community Supervision (the "Board") a quarterly report summarizing the number of offenders under supervision; the amount of fines, statutory surcharges, and restitution collected; the amount of fees collected and the nature of such fees, including probation supervision fees, rehabilitation programming fees, electronic monitoring fees, drug or alcohol detection device fees, substance abuse or mental health evaluation or treatment fees, and drug testing fees; the number of community service hours performed by probationers under supervision; a listing of any other service for which a probationer was required to pay to attend; the number of offenders for whom supervision or rehabilitation has been terminated and the reason for the termination; and the number of warrants issued during the quarter; whether the case was closed successfully or unsuccessfully; the number of warrants issued during the quarter; the number of

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probationers using community service hours to satisfy fine or other financial obligations, and the number of community service hours so converted; amounts of unpaid financial obligations, specifying amounts of Probation Fees, crime victim funds, victim restitution, and fines/other funds to be paid to the court; and number of cases where each of the following types of requirements were incomplete: community service, evaluation/counseling, risk reduction school, defensive driving school. The report shall be delivered by the end of the month following the calendar quarter.

At least annually on \_\_\_\_\_, Contractor shall provide a report to the Court and the governing authority that includes all information set forth in the preceding four quarterly reports.

Contractor shall provide such other 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. Contractor shall provide such reports to the Court or the governing authority within \_\_\_\_\_ days of the written request of the Court or the governing authority.

#### C. Procedures.

Collections. Contractor shall follow collection procedures for handling court-ordered fines, fees, and restitution that meet the requirements of applicable law and comply with current rules of the Department of Community Supervision. [Exhibit A includes a copy of Contractor's current collection procedures, including, but not limited to, how and when Contractor delivers funds paid by probationers, which funds are retained by Contractor, how Crime Victim Emergency Fund fees are paid to the Criminal Justice Coordinating Council, how victim restitution funds are paid, limits on charges for pay-only probation, and how Contractor provides proof of payments.] [Contractor shall only charge probation supervision fees authorized by law, and shall ensure that it charges no more than three months of charges for pay-only probation services, regardless of the duration of such services. Contractor shall deliver over to the Clerk of Court at least monthly all funds paid by probationers, except that Contractor shall retain funds due for Probation Fees; shall pay Crime Victim Emergency Fund ("CVEF") fees directly to the Criminal Justice Coordinating Council; and shall pay victim restitution funds to the victim or to the Clerk of Court as provided below. All said sums shall be disbursed at least monthly to the person or entity entitled to such payment, by the 15th day of the month following payment by probationer. Contractor shall provide to the Clerk of Court proof of payment made to victims.]

Contractor shall tender to the Clerk of the Court a report of collections and all fines, fees, and costs collected during the month from probationers by \_\_\_\_\_ (th) day of the following month. Restitution shall be paid to the victim by the \_\_\_\_\_ (th) day of the month following collection unless the Court orders payment to the clerk of court, and then it shall be paid as such other collections are paid to the Clerk. In the event Contractor cannot locate the victim, payment shall be made to the Clerk of Court. Contractor shall credit payments of funds to in the following order of priority: 1) restitution 2) Fines, 3) court costs and surcharges, 4) probation fees to include

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GCVEF. Contractor shall not retain or profit from any fines, restitution, fees or cost collected from probationers except the probation fee authorized by this Agreement.]

Significant Financial Hardship or Indigence, Pay-Only Cases, Consecutive Sentences.

Contractor shall follow procedures designed to ensure compliance with applicable laws related to fines and fees imposed on individuals who are indigent, experience significant financial hardship, are on probation solely due to inability to pay the entire amount at once, or who are on consecutive sentences. Contractor agrees to follow the procedures included in Exhibit A, as amended from time to time, and affirms that these procedures and all amendments to these procedures are designed to comply with O.C.G.A. Section 42-8-102, 103, and 103.1, and all other applicable law.

D. Access to Contractor Records.

1. All records shall be open to inspection upon the request of the City, the Court, the Department of Audits and Accounts, an auditor appointed by the City, Department of Corrections, Department of Community Supervision, State Board of Pardons and Paroles, or the Board of Community Supervision. Contractor shall fully cooperate with the inspection of records, and shall provide timely and complete access to such records upon request.

2. Fiscal Audit: Contractor shall employ an independent auditor to annually audit its records and books pertaining to the services rendered to the court. A written copy of this audit shall be provided to the Court and the City's Governing Authority within 90 days of the close of the year audited.

D.1 Conflict of Interest per O.C.G.A 42-8-109

1. Contractor shall not engage in any other employment, business, or activity which interferes or conflicts with its duties and responsibilities as a probation corporation, enterprise or agency under applicable law or which interferes with or conflicts with its duties and responsibilities under this Agreement.
2. Contractor and its employees, agents and officers shall not have personal or business dealings, including the lending of money, with probationers under their supervision.
3. Contractor and its employees, agents and officers shall not own, operate, have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services.
4. Contractor and its employees, agents and officers shall not specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program which a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs. Any person violating this paragraph shall be guilty of a misdemeanor.

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E. Scope of Services to Probationers by Contractor. Contractor shall provide the following services:

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. The Court shall have the sole responsibility of determining the conditions of probation and the appropriate service(s) for each probationer. In general, 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.

3. Restitution, Fine and Fee Collection. The Court shall have the sole authority to determine monetary amounts required from probationers. Contractor shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Contractor shall provide an itemized bill prepared in accordance with accepted accounting practices for each month for each probationer. Contractor shall provide probationer a written receipt and balance statement after each payment.

- a. Offenders determined by the Court to have a significant financial hardship. Offenders determined by the Court to have a significant financial hardship in accordance with O.C.G.A. Section 42-8-102 shall be [supervised at no cost to the probationer or the Court or governing body] [supervised at the reduced rate set forth in Exhibit A]. An offender determined by the Court to be indigent shall be supervised [at no cost to the probationer or the Court or governing body] [at the reduced rate set forth in Exhibit A.]
- b. A schedule of allowed Probation Fees shall be attached to the Contract as Exhibit A. Contractor may only charge fees found in Exhibit A.
- c. Probationers shall always be allowed to make greater payments than the minimum required by the payment schedule, and shall always be allowed to prepay fines, costs and restitution in full without penalty. No prepayment shall be allocated to Probation Fees not yet due and payable.
- d. Contractor shall give clear instruction to probationers on how to request from the Court that community service be used to satisfy financial or other obligations of sentence. The Court shall, from time to time, give Contractor direction as to the amount of credit to be given per hour of eligible community service when the Court has ordered that community service is an allowable alternative.
- e. Contractor shall establish and comply with written internal policies giving probation officers standards for managing financial non-compliance:

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establishing minimum and maximum degrees of financial non-compliance that will prompt the officer to require increased reporting or to request a court hearing. Contractor's internal policies shall include scheduling of a hearing to review significant financial hardship when the probationer asserts inability to make required payments.

4. Community Service. Contractor shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the Court. The court may convert fines, statutory surcharges, and probation supervision fees to community service on the same basis as it allows a defendant to pay a fine through community service as set forth in subsection (d) of Code Section 17-10-1. Contractor will maintain records of service participation.

- a. Contractor shall not recognize community services hours at any agency that has not been approved by Court. Agencies may apply to be a community service provider by following the procedures articulated in O.C.G.A. § 42-3-51 and, if accepted by the Court, are governed by the restrictions found therein.
- b. Contractor shall ensure that actual and appropriate community service work is performed for the number of hours credited, and properly supervised and certified by a responsible individual at the agency. Probationers shall not be allowed to perform community service under supervision of any relative. Agencies improperly supervising probationers or certifying work not performed or hours not worked shall be removed from the list of approved agencies.
- c. Contractor shall maintain a list of agencies which qualify as community service supervision agencies pursuant to OCGA § 42-3-50-51. Contractor shall investigate each agency to ensure that the agency provides appropriate community service opportunities with appropriate supervision. Contractor shall immediately report to the Court any violations by each agency so that the Court may consider whether to remove any such agency from its list of approved community service providers.
- d. Contractor may require additional reports to probation as a result of delay in beginning or completing community service. If probationer continues to substantially fail to timely perform community service after an initial opportunity to correct the violation, Contractor shall promptly bring the violation to the Court's attention via petition to revoke or other means directed by the Court.
- e. Contractor shall not convert community service to cash or other forms without the express, written approval of the Court, including the specific type and amount of alternative payment or performance.
- f. Community service of offenders determined by the Court to have a significant financial hardship shall be supervised [at no cost to the probationer or the Court or governing body] [at the reduced rate set forth in Exhibit A.] An offender determined by the Court to be indigent shall have his or her community service



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supervised [at no cost to the probationer or the Court or governing body] [at the reduced rate set forth in Exhibit A.]

5. Employment Assistance. Contractor shall prepare referrals and lend reasonable assistance to probationers either to the extent ordered by the Court or to the extent available for probationers desiring employment assistance or counseling.

6. Drug/Alcohol Screening Contractor shall coordinate with local authorities and facilities, evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. Contractor shall conduct drug and alcohol screens as determined necessary by the Court. The probationer shall be responsible for the costs of all drug or alcohol testing at the rate found in Exhibit A, which shall be reasonable in relation to the cost of each test and the standard charge in the industry.

- a. Whenever a probationer is required by sentence of the Court to obtain an evaluation for substance abuse, anger or violence issues, or other mental health issues, Contractor shall require prompt proof of such evaluation from the probationer within the time limit set by the Court. If no time limit is set by the sentence, Contractor shall require such evaluation within the first 60 days of probation.
- b. Whenever a probationer is required by sentence of the Court to obtain counseling for substance abuse, anger or violence issues, or other mental health issues, Contractor shall require prompt proof of the beginning of such counseling from the probationer within the time limit set by the Court. If no time limit is set by the sentence, Contractor shall require such evaluation within the first 60 days of probation, or if the counseling is to follow an evaluation, then within 30 days after obtaining an evaluation.
- c. Contractor may require additional reports to probation as a result of delay in beginning or completing evaluation or treatment. If a probationer continues to substantially fail to complete evaluation or obtain treatment after an initial opportunity to correct the violation, Contractor shall promptly bring the violation to the Court's attention via petition to revoke or other means directed by the Court.
- d. Contractor shall deliver no evaluation or treatment services of any kind to probationers except when expressly approved by the Court due to the lack of adequate alternatives in the geographic area; only when the service is expressly required by the Court in the specific case; and only for a fee which is reasonable, taking into consideration the service delivered and the standard charge in the industry. When Contractor delivers evaluation and treatment in-house, the Court shall approve the duration of any class to be attended by the probationer.

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- e. No probationer shall be required to use the evaluation or counseling services of Contractor if able to obtain the same services from another licensed provider of those services.
- f. Contractor shall not require a probationer to undergo drug screens unless probationer's sentence expressly makes probationer subject to drug screens or the probationer's probation officer is able to observe indicia that the probationer is intoxicated by alcohol or drugs.
- g. Contractor shall establish and comply with written internal policies giving probation officers standards for average frequency of drug testing for probationers subject to such testing.

7. Electronic Monitoring. Contractor when so ordered shall provide and operate a system of electronic home detention monitoring as specified in Exhibit A.

8. Reports of Violations Probation and Revocation Procedures. 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.

9. Pre-sentence Investigations. When directed by the Court, Contractor shall conduct pre-sentence investigations for the Court as requested. A written report shall be prepared and delivered to the Court. A pre-sentence investigation shall include: 1) a report on the circumstances of the offense, 2) a social and family background examination, 3) a criminal history check through Georgia Crime Information Center and the National Crime Information Center, and 4) a report of current circumstances and conditions of the defendant.

10. Pre-hearing Arrest Warrants. Except as expressly directed by the Court in a particular case, or as provided in paragraph a, below, Contractor shall not request issuance of an arrest warrant for a probationer prior to hearing based on the following types of violations: failure to pay fines, fees or other sums; failure to perform community service; failure to attend classes or counseling; failure to obtain mental health evaluations. In these instances, Contractor shall request a pre-warrant revocation hearing before the Court unless other circumstances justify arrest prior to hearing.

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Providers may request issuance of an arrest warrant for a probationer prior to hearing based on the following types of violations: commission of a new criminal offense; threats to public safety or the safety of individual persons or property; threats to the safety of victims or contact with a victim in violation of sentence conditions or other court orders; failure to report to probation; failure to appear for court proceedings after due notice; use of alcohol or drugs, testing positive for alcohol or drugs, or refusing or failing to submit to drug screens in violation of a condition of probation; repeat violation of sentence conditions, where lesser sanctions have proven ineffective and limited remaining sentence time makes immediate arrest necessary; technical violations where less than 60 days remain on the sentence; and as specifically directed by the Court.

#### OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

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

##### F. Payment for Contractor's Services.

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. Contractor is authorized to collect authorized Probation Fees set forth in Exhibit A for each month or portion of a month a probationer is under probation supervision.

##### G. Probation Fee.

The Court shall make payment of the applicable Probation Fee set forth in Exhibit A 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 or to have a significant financial hardship that warrants waiver or modification of the fee. Neither the Court nor the City shall be liable for payment of any supervision fee or any program fee of a probationer.

##### H. (Optional) Pre-sentence Investigations.

When ordered by the Court, Contractor shall provide a pre-sentence investigation report and Court shall pay to Contractor the amount set forth on Exhibit A for the report.

##### I. 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 pre-sentence or probationer investigations as may be requested

##### J. Notice of Court Sessions.

The Court shall provide Contractor \_\_\_\_ days advance notice of all court sessions that

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Contractor is required to attend. Notice for purposes of this provision may be given by mail, fax, telephone or email to:

[Contractor Name and mailing Address, email address, Telephone and Fax Numbers]

#### 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.

#### L. Period of Service.

Contractor shall commence performance on [insert date]. This Agreement shall expire on \_\_\_\_\_, which is the end of the current fiscal year. Court and/or governing authority may renew this Agreement for the next fiscal year on written notice of at least \_\_\_\_ days, and shall have a similar option to renew for an additional year. Either party may terminate this Agreement upon thirty (30) days written notice. The Court and/or Governing Authority 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 \_\_\_\_\_ ( ) working days of termination, Contractor shall peacefully surrender to the Court all records and documents generated by Contractor in connection with this Agreement and the services thereunder and any equipment or supplies assigned to Contractor by the Court. All electronic records shall be securely transmitted to the Court or to the Court's designee upon written request of the Court or the City. 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. The Court shall provide Contractor a receipt for all property surrendered under this provision. Contractor may maintain a copy of records obtained or created as a result of this contract solely for legal and auditing purposes and may not use them for any other purpose. Contractor shall use appropriate safeguards to prevent improper use or access to such records.

### INDEMNITY, INSURANCE, AND BONDING OBLIGATIONS OF CONTRACTOR

#### N. Insurance and Bond.

Upon registration application to operate, a private probation entity must include written evidence of general liability insurance coverage and bonding in at least the amounts required by the Department of Community Supervision Rules, as amended, which are currently \$1 million for general liability insurance coverage and bonding of staff of at least \$25,000. In addition, Contractor shall maintain insurance as follows.

Before commencing work for the term of the Agreement, Contractor will procure and maintain the insurance required below at Contractor's own expense.

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(a) Workers’ Compensation - in accordance with the statutory limits. Proof of insurance or authorized self-insurance, for Contractor and subcontractors, also required.

(b) Commercial General Liability Insurance. The Contractor shall provide Commercial General Liability Insurance with a contract liability endorsement on a form acceptable to the Court and the City, which shall at least include coverage for bodily injury and property damage, personal injury liability, and contractual liability. The Commercial General Liability Insurance shall provide at a minimum the following limits:

Coverage	Limit
1. General Liability	\$1,000,000 per person per occurrence
2. Contractual	\$1,000,000 per person per occurrence
3. General Aggregate	\$3,000,000 aggregate per occurrence

The Commercial General Liability must also satisfy the following:

1. The policy shall name as additional insureds the officers, members, and employees of the Owner and the City, but only with respect to claims that arise out of Contractor’s negligence in performing the work or additional insured’s general supervision of such operations.
2. The policy or policies must be on an “occurrence” basis.

(c) Commercial Business Automobile Liability Insurance. The Contractor shall provide Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owner, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 combined single limits for each occurrence.

(d) An insurer licensed to transact the applicable line of insurance in Georgia must issue the policy. The insurer and the policy must be acceptable to the City in its reasonable discretion. The City may require that the insurers have a Best Policyholders Rating of “A+” and a financial size rating of Class VI or larger. Each policy must contain the following provisions:

1. Insurer agrees not to cancel, change, or lapse the policy or allow it to expire until forty-five days after the City has received written notice or until the City has received a certificate of replacement insurance in compliance with this Agreement. The insurer’s notice must identify this Agreement specifically.

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2. The policy must not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents, or other representatives ("Separation of Insureds").

3. The insurer must agree that counsel selected by the City represents and defends the City and this prerogative is not waived by any policy of insurance. Any settlement of litigation on behalf of the City must be expressly approved by the City. Contractor and its insurers may retain, but are not obligated to retain, counsel to assist with the defense of the City.

4. Contractor may not self-insure or retain, in any policy, more than \$50,000 except for qualified self-insurance for workers' compensation.

(e) Contractor must purchase and maintain the foregoing coverages and limits, not inconsistent with the policies and requirements of O.C.G.A. § 50-21-37. A Georgia resident agent must confirm the coverages and limits by written certificate.

(f) Before commencing work, Contractor must furnish the Court and the governing authority an insurance certificate listing the Court and the governing authority as certificate holders. The insurance certificate must contain the following:

1. Name and address of authorized agent
2. Name and address of insured
3. Name of insurers
4. Description of policies
5. Policy number(s)
6. Policy period(s)
7. Limits of liability
8. Name and address of Owner as certificate holder
9. Signature of authorized agent
10. Telephone number of authorized agent
11. Promise to notify the City before canceling or not-renewing

#### O. Indemnification.

Neither the Court nor the governing authority shall be liable for any damages, loss, or injury to any person, property, or effects who may claim a right arising out of any relationship of the same with Contractor for any acts of Contractor, its employees, agents, subcontractors, or representatives in performance of services by Contractor under this Agreement.

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Contractor agrees to indemnify the City and to hold it harmless from all Loss or Liability due to bodily injury (including death), personal injury, and property damage in any way caused, in whole or in part, by act or omission of Contractor in connection with this Agreement. Contractor also agrees to indemnify the City from all Loss or Liability from breach of copyright, patent, trademark, license, or other claim based on property of another and arising in connection with Contractor's work.

For purposes of this indemnification section of the Agreement,

"City" means the Court, City of \_\_\_\_\_, Georgia (the "City"), all departments and units of City government, all City authorities, departments, and boards and all the officers and employees of each of the above, and the insurance and self-insurance programs of the City established for its protection.

"Contractor" includes successors and assigns. In the clause "caused in whole or in part, by act or omission of Contractor," "Contractor" also includes Contractor's subcontractors, all others acting on its behalf, and their officers and employees.

"Loss or Liability" includes as well the cost of legal representation and all other cost and expense of defense.

Upon demand, Contractor will promptly reimburse the following for any payments made by them, which are covered by Contractor's obligation to indemnify: the City, its insurance carrier or carriers, and any interlocal risk management agency or other self-insurance pool or fund participated in by the City.

This indemnification applies even if a tort of the City is partially responsible for the situation giving rise to the claim, but not if the City is wholly responsible. However, this indemnification does not require Contractor to protect the indemnitees for matters beyond the scope of the Agreement. Nor does this indemnification extend to claims by Contractor against the Court or governing authority for breach or default under the Agreement.

Contractor agrees, and must require its insurers to agree, that the City selects counsel for representation, in regard to any Loss or Liability indemnified or insured under this Agreement. Any settlement of litigation on behalf of a City indemnitee must be expressly approved by the City.

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## REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

### P. Deficiency in Service by Contractor

In the event that the court and/or governing authority determines that there are deficiencies in the services provided by Contractor hereunder, the Court and/or Governing Authority may terminate this Agreement in accordance with Section L or notify the Contractor in writing as to the exact nature of such deficiency. Within \_\_\_\_\_ ( ) 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 either the Court or the governing authority may declare the Contractor in default and may terminate this Agreement.

### 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 venturer or other affiliate of the City or Court in any way. Contractor shall use its own employees and agents to perform this Contract. 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 City 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 City 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 all parties to include the Court, the City and its governing authority, and Contractor.



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#### V. Binding Agreement.

This Agreement shall not be binding upon any successor to the undersigned Judge of the Court and unless ratified by the successor in office. If a successor attains the position of undersigned judge, and this Agreement is not ratified by such successor, then Contractor shall be permitted a reasonable time period, no less than ninety (90) days, in which to wind up its activities. The Court will be deemed not to have ratified the Agreement unless Court gives written notice of ratification within 30 days of taking the oath of office.

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. The same is applicable to change in leadership of the Governing Authority.

Contractor may not delegate, assign or subcontract any obligation of Contractor's 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. 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's Address:

City's Address:

Court's Address:

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IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

PROBATION SERVICES CONTRACTOR: CITY:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED BY JUDGE OF COURT

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED BY CITY ATTORNEY AS TO FORM

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

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Exhibit A

Fees

Item	Amount
Monthly supervision	
Monthly supervision, pay-only cases	
Monthly supervision at reduced rate due to Court's determination of significant financial hardship but not indigence (if determined to be "indigent," supervision must be at no cost)	
Community Service completion supervision only	
Intensive supervision	
Drug testing	Indicate amount and provider
Alcohol testing	Indicate amount and provider
Electronic monitoring	Indicate amount and provider
Substance evaluation	Indicate amount and provider
Counseling, per session	Indicate amount and provider
Pre-sentence investigation report	
(List other types and amounts of fees, and if applicable, when they should be collected.)	

Amounts are exclusive of CVEF and other surcharges. Contractor certifies to the Court that the amounts to be charged for drug testing and screening, electronic monitoring, evaluation and counseling are reasonable in relation to the cost of each test/service/ procedure and the standard charge in the industry.

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### **Collection Procedures**

[If procedures in brackets in the Agreement are not included, Contractor’s procedures (amended as necessary) should be inserted here.]

### **Significant Financial Hardship or Indigence Procedures**

Offenders determined by the Court to have a significant financial hardship in accordance with O.C.G.A. Section 42-8-102 shall be [supervised at no cost to the probationer or the Court or governing body] [supervised at the reduced rate set forth in this Exhibit A]. An offender determined by the Court to be indigent shall be supervised [at no cost to the probationer or the Court or governing body] [at the reduced rate set forth in this Exhibit A.] Contractor’s additional procedures are set forth below.

Community service of offenders determined by the Court to have a significant financial hardship shall be supervised [at no cost to the probationer or the Court or governing body] [at the reduced rate set forth in this Exhibit A.] An offender determined by the Court to be indigent shall have his or her community service supervised [at no cost to the probationer or the Court or governing body] [at the reduced rate set forth in this Exhibit A.]

[Contractor’s procedures (amended as necessary) should be inserted here.]

### **Pay-Only Case Procedures**

[Contractor’s procedures (amended as necessary) should be inserted here.]

### **Consecutive Sentences Procedures**

[Contractor’s procedures (amended as necessary) should be inserted here.]