

CONTRACT FOR PROBATION SERVICES

This contract made and entered into this 1st day of January, 2015, by and between the MAGISTRATE COURT(S) OF LUMPKIN COUNTY, GEORGIA (hereinafter the Court) and CAPITAL PROBATION MANAGEMENT, INC. (hereinafter CPM, INC.), approved by the COUNTY COMMISSION OF LUMPKIN COUNTY , GEORGIA.

WITNESSETH:

WHEREAS, the Court is authorized by O.C.G.A. 42-8-100 et seq., to provide by contract general probation supervision, fine collection services, and other probation services for persons convicted of certain misdemeanor offenses; and

WHEREAS, CPM, INC., is uniquely qualified and experienced in providing such comprehensive services and is willing to contract with the Court to comply with the legislative enactment as well as all standards and qualifications as set forth by the County and Municipal Probation Advisory Council; and

WHEREAS, CPM, INC., is registered and in good standing with the County and Municipal Probation Advisory Council and fully complies with the mandate of O.C.G.A. 42-8-108(3) and is a duly registered Georgia Corporation in good standing; and

WHEREAS, the parties hereto deem it in their respective best interests and each shall best be served by entering into said contract (as authorized by O.C.G.A. 42-8-100 et seq.), for the provision by CPM, INC. of misdemeanor probation services as ordered by the Court; and

THEREFORE, in consideration of the premises and the mutual benefits and covenants provided under the terms and conditions of this Contract, the parties hereto agree as follows:

DESIGNATION OF THE COURT

The Court hereby designates CPM, INC. as the sole private entity to coordinate, provide and direct probation programs and services to misdemeanor offenders sentenced by and under the jurisdiction of the Court.

SERVICES PROVIDED

CPM, INC. shall provide the services and programs for the misdemeanor offenders placed on probation by the Court under the supervision of CPM, INC., which shall include the following particulars:

- A. Comply with the Legislative enactment (O.C.G.A. 42-8-100 et seq.), as well as all standards and qualifications as set forth by the County and Municipal Probation Advisory Council.
- B. Operate under the conditions as agreed to by and between CPM, INC. and the Court.
- C. Meet, maintain and comply with all program standards of supervision as set forth by the Judge(s). Provide supervision services for any misdemeanor offenders sentenced by the Court to probation placed under the supervision of CPM, INC. by the terms of the sentence. The level and frequency of supervision shall be determined by the assigned probation officer; however, basic probation supervision shall consist of one face-to-face contact per month if all conditions of probation are in compliance. A more intensive reporting schedule may be required of the offender by CPM, INC. if he/she is non-compliant with the terms and conditions of his/her probated sentence until such time as the offender becomes compliant. Probationers shall be required to make payments from each pay period of their earnings. In the event an offender becomes delinquent on his/her monthly fine payments, the probation officer may also require an offender to report weekly or bi-weekly until his/her fine arrearage become current. Active supervision of a probationer may cease, in the discretion of CPM, INC., when the probationer has paid all monies due under the terms of the probationer's sentence and performed all special conditions of probation.
- D. CPM, INC. shall provide to the Court and to the County and Municipal Probation Advisory Council a quarterly report in such detail as the Council may require. In addition, CPM, INC. shall provide a monthly written report to the Court by the end of the fifth working day of each month, of the year to date and monthly community service hours

completed; fines, costs, and restitution received from offenders, as well as case load data.

- E. CPM, INC. shall provide a probation officer to attend each criminal Court session. Each offender shall be interviewed by a probation officer and complete a case history sheet. Each offender shall be assigned a probation officer and given a signed copy of his/her Court sentence sheet. It is the probation officer's responsibility to assure that the offender sign and acknowledge service of the sentence sheet. The probation officer shall ensure that the offender fully understands the court imposed sentence and shall sign the sentence sheet.
- F. CPM, INC. shall be responsible for bringing violations of probation to the Court's attention. Violations of the terms of probation shall be addressed at the discretion of the probation officer; however, the following SHALL be brought for hearing: (1) violation of state criminal law or criminal county or municipal ordinances, and (2) sixty days in arrears of sentence monies payment. CPM, INC. may schedule with the Court's permission a walk-in revocation hearing to address: financial violations, suspected alcohol and/or drug use by an offender, new non-violent misdemeanor violations, such as traffic related charges, city/county ordinance violations pertaining to pets and disorderly properties. It shall be the duty of each probation officer to serve a petition of revocation to the probationer at least seventy-two hours prior to the scheduled hearing. The probation officer shall obtain the signature of the probationer on the petition, provide him/her with a copy and advise him/her that he/she may employ counsel or apply for Court appointed counsel (although the Court is not required to appoint counsel).
- G. Maintain individual files for each offender participating in CPM, INC.'s programs. These files are to be kept in a secure area.
- H. Provide supervision services for all persons ordered by the Court to participate in CPM, INC.'s programs during the period of the contract. CPM, INC. will assure that all records are reflective of good business practices.
- I. Make fiscal and program records available to the County Commission, Court Staff, or Judge within fifteen working days for review and maintain financial records reflective of good business practices.
- J. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practices. The monthly supervision fee shall not exceed \$35.00 per month per program participant without an amendment to this contract and the permission of the Court and the County Commission. Each probationer shall pay a

supervision fee once monthly for services rendered. Each probationer shall also be responsible for drug screen fees of \$8.00 per screen if so administered by CPM, INC.

- K. CPM, INC. shall maintain a cash account as related to the services rendered. At the end of each working day, CPM, INC. shall balance daily receipts with the cash collected for that working day and deposit these funds in the appropriate accounts. CPM, INC. shall ensure that these daily receipts and deposits are reconciled and accurate on a daily basis. CPM, INC. shall deliver monthly financial activity reports to the County and appropriate Judge(s) by the end of the fifth working day of each month and shall be responsive to the Court for reconciliation of these reports with record of the Courts. CPM, INC. shall ensure that restitution is collected in a prompt manner and these monies are distributed to the Court ordered recipient promptly by mail.
- L. Comply with all laws regarding confidentiality of offender records.
- M. Not profit, or attempt to profit from any fines, surcharges, restitution, or Court cost collected from the offenders.
- N. Ensure that the ration of offenders per probation officer shall not exceed a ratio of two hundred and fifty offenders to one probation officer.
- O. It shall be the policy of CPM, INC. to supervise at no cost, or at a reduced cost, those offenders the Court shall determine as indigent. In the event the Court shall order supervision at no cost or a reduced cost, it shall be noted for the record and reflected on the Court order and/or sentencing sheet.

PERIOD OF SERVICE

The parties shall enter into and operate under an annual term contract, beginning the 1st day of January, 2015 and shall end on the 31st day of December, 2015. This Contract shall renew for periods of one year under the same terms and conditions unless written notice of cancellation given to the other party not less than thirty days prior to the date of expiration of any term hereunder. Either party may terminate this Contract for cause upon sixty days prior written notice.

TRAINING

Anyone employed by CPM, INC. as a probation officer, uses the title of probation officer, or assumes the responsibility of probation officer, shall be at least twenty-one years of age, met the educational requirements as set forth by CPM, INC., and have met the training curriculum as set forth by CPM, INC. and the Municipal Probation Advisory Training Council. Each employee of CPM, INC. shall complete a criminal record check in accordance with O.C.G.A. 35-3-34. Under no circumstances shall any person convicted of a felony be employed at CPM, INC.

AUDITS, ACCESS TO BOOKS AND RECORDS

Upon fifteen days prior notice, CPM, INC. shall comply with any request made by the Court, the County Commission, the Department of Audits and Accounts, or the County and Municipal Probation Advisory Training Council, to audit the records of CPM, INC. Said agencies shall have access on any weekday, upon forty eight hours of written notice, to any and all documents related to services provided under this contract.

INSURANCE

CPM, INC. shall provide and maintain during the life of this Contract, general liability with the following limits:

Bodily Injury Liability	- \$ 100,000 each accident
	- \$ 500,000 each occurrence
General Liability Insurance	- \$ 1,000,000 each occurrence

BONDING OF STAFF

Anyone employed by CPM, INC. shall be bonded for the duration and life of this contract.

Each Employee	- \$25,000 Surety Bond
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CONFLICTS OF INTEREST

CPM, INC. and its employees shall not engage in any other employment, business or activity which interferes or conflicts with the duties and responsibilities under this Contract; shall have no personal or business dealings, including the lending of money with offenders under their supervision; shall not have any interest in any private entity which provides drug or alcohol education services. Shall not own or control any finance business or lending institution which makes loans to offenders under its supervision for the payment of probation fines or fees.

VALIDITY

This contract shall not be binding on any successor to the undersigned official of the County Commission or Court. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any County, State or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.

ENTIRE AGREEMENT

This Contract, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire understanding and 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 the Contract or any waiver of any provisions hereof shall be effective unless in writing and signed by all parties hereto:

WITNESS the hand and seal of the authorized representatives of the Court and CPM, INC. effective as of the date, month and year set forth herein above.

Signed, sealed and delivered
This _____ day of _____
20__ in the presence of:

Witness

Notary Public

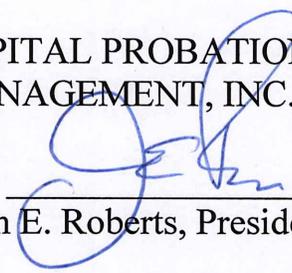
MAGISTRATE COURT
OF LUMPKIN COUNTY

BY: _____
Judge Randy M. Pruitt

APPROVED:

(Lumpkin County Seal)

CAPITAL PROBATION
MANAGEMENT, INC.

BY: 
John E. Roberts, President

LUMPKIN COUNTY
COMMISSION

BY: _____