HABERSHAM COUNTY BOARD OF COMMISSIONERS

EXECUTIVE SUMMARY

SUBJECT: CSRA Probation Services Agreement – Magistrate Court

DATE: October 13, 2026

(X) RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

BUDGET INFORMATION:
ANNUAL - N/A
CAPITAL - N/A

COMMISSION ACTION REQUESTED ON: October 19, 2026

PURPOSE: To request approval of a professional services agreement among Habersham County, Habersham County Magistrate Court, and CSRA Probation Services, Inc. for private probation services beginning January 1, 2027.

BACKGROUND / HISTORY

- Georgia law authorizes the Chief Judge to request that the County contract with a private probation provider. The proposed agreement continues private probation services for individuals sentenced by the Habersham County Magistrate Court.
- CSRA Probation Services, Inc. will supervise assigned probationers, monitor compliance with court orders, collect and remit court-ordered funds, coordinate community service and treatment referrals, provide required reports, and address probation violations.
- The agreement is effective January 1, 2027. It terminates at the end of each calendar year and automatically renews annually unless the County gives timely notice of non-renewal, with no more than five annual extensions and a final expiration date of December 31, 2032.

FACTS AND ISSUES:

- The agreement is a user-fee program. The County has no direct payment obligation unless otherwise provided by the agreement or a written amendment. Standard supervision, pay-only, and pretrial supervision fees are $45.00 per month, subject to applicable law and court orders.
- Additional probationer-paid services include drug and alcohol testing, electronic monitoring, and approved educational programs at the rates stated in the agreement. Indigent probationers are supervised at no cost to the probationer or the County when determined by the Court in accordance with law.
- The County may terminate for convenience with 30 days' written notice and may terminate immediately for cause. The agreement also requires insurance, record access, monthly remittance of collections, quarterly reporting, and annual reporting to the Board of Commissioners.

OPTIONS:

1) Approve the agreement as presented
2) Deny the agreement
3) Commission-defined alternative

RECOMMENDED SAMPLE MOTION: Motion to approve the professional services agreement among Habersham County, Habersham County Magistrate Court, and CSRA Probation Services, Inc. for private probation services effective January 1, 2027, and authorize the Chairman and County Clerk to execute the agreement and related documents.

DEPARTMENT: Habersham County Magistrate Court
Prepared by: Brandalin Carnes, County Clerk
Director: _____

ADMINISTRATIVE COMMENTS:_____
_____
_____

_____ **DATE:** _____
County Manager

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is effective as of this 1st day of January, 2027 ("Effective Date"), by and between **HABERSHAM COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Habersham County Board of Commissioners (the "County"), the **HABERSHAM COUNTY MAGISTRATE COURT** (the "Court") and **CSRA PROBATION SERVICES, INC.**, a Georgia corporation (the "Contractor"), collectively referred to as the "Parties."

RECITALS

WHEREAS, in accordance with the Official Code of Georgia Annotated ("O.C.G.A.") § 42-8-101(a)(1), the Chief Judge of the Court has requested that the County enter into this Agreement with the Contractor; and

WHEREAS, the County desires to retain Contractor to provide probation supervision, pretrial supervision services, counseling, collection services for all moneys to be paid by a defendant according to the terms of the sentence imposed on the defendant as well as any moneys which by operation of law are to be paid by the defendant in consequence of the conviction, and other probation services for persons convicted in Court and placed on probation in the County; and

WHEREAS, the County finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

WHEREAS, the Contractor has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, the Contractor desires to perform the Work under the terms and conditions set forth in this Agreement; and

WHEREAS, the public interest will be served by this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, together with other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Project Description

The project is described as the provision of private probation services in accordance with O.C.G.A. § 42-8-100 et seq. for the Habersham County Magistrate Court.

B. The Work

The Work to be completed under this Agreement (the "Work") consists of those services described in **Exhibit C**, attached hereto and incorporated herein by reference.

C. Schedule, Completion Date, and Term of Agreement

Contractor warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence as of the date first written above. The Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 of each calendar year of the Term, and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year absent the County's provision of written notice of non-renewal to Contractor at least five (5) days prior to the end of the then current calendar year. This Agreement is limited to a maximum of five (5) annual extensions whereupon, unless earlier terminated as provided for herein, this Agreement will expire on December 31, 2032. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the County.

II. WORK CHANGES

A. The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the Contractor and the County. Such change orders shall specify the changes ordered and any necessary adjustment of compensation. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed work.

B. Any work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Contractor.

C. The County Manager has authority to execute without further action of the Habersham County Board of Commissioners, any number of change orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement, as set forth in Section III below. Any such change orders materially altering the terms of this Agreement or increasing the total amount to be paid under this Agreement in excess of $25,000 must be approved by resolution of the Habersham County Board of Commissioners.

III. COMPENSATION AND METHOD OF PAYMENT

Compensation and method of payment to Contractor shall be accordance with **Exhibit C**. Any deviations from the Work described in this Agreement shall be clearly communicated to the County before charges are incurred and shall be handled through change orders as described in Section II above.

IV. COVENANTS OF CONTRACTOR

A. Expertise of Contractor

Contractor accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement. The Contractor shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.

B. Budgetary Limitations

Contractor agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Contractor's profession and industry. Contractor shall take no calculated risk in the performance of the Work. Specifically, Contractor agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principals of Contractor's profession and industry, Contractor will give written notice immediately to the County.

C. County's Reliance on the Work

Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and that, therefore, the County bears no responsibility for Contractor's Work performed under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. Contractor further agrees that no approval by any person, body or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principals.

D. Contractor's Reliance on Submissions by the County

Contractor must have timely information and input from the County in order to perform the Work required under this Agreement. Contractor is entitled to rely upon information provided by the County, but Contractor shall be required to provide immediate written notice to the County

if Contractor knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic.

E. Contractor's Representative

STEVE QUEEN, Contractor's Director, or his designee shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.

F. Assignment of Agreement

Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them, and the County shall have no obligation to them.

G. Responsibility of Contractor and Indemnification of County

Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it and/or the County on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected and appointed officials, employees, representatives, contractors, servants, volunteers and agents (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense, (hereinafter "Liabilities") which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against an Indemnified Party, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

H. Independent Contractor

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. Nothing in this Agreement shall be construed to make the Contractor or any of its employees, servants, or subcontractors an employee, servant or agent of the County for any purpose. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of subcontractors, agents or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services shall be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only.

I. Insurance

(1) Requirements:

Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the County Attorney to form and content. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.

(2) Minimum Limits of Insurance:

Contractor shall maintain the following insurance policies with limits no less than:

(a) Commercial General Liability of $1,000,000 (one million dollars) combined single limit per occurrence and $2,000,000 (two million dollars) aggregate for comprehensive coverage including for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

(b) Commercial Automobile Liability (owned, non-owned, hired) coverage of $1,000,000 (one million dollars) combined single limit per occurrence for comprehensive coverage for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

(c) Professional Liability of $1,000,000 (one million dollars) limit for claims arising out of professional services and caused by the Contractor's errors, omissions, or negligent acts.

(d) Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of $1,000,000 (one million dollars) per occurrence or disease.

(e) Bond or Dishonest Employee Insurance of $300,000 (three hundred thousand dollars) limit for claims arising out of theft or losses caused by the Contractor's employees.

(3) Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by the County in writing.

(4) Other Insurance Provisions:

The policy is to contain, or be endorsed to contain, the following provisions:

(a) General Liability, Automobile Liability, and Umbrella Liability Coverage.

(i) *Additional Insured Requirement.* The County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, Contractors, servants, agents and volunteers (individually "Insured Party" and collectively "Insured Parties") are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties.

(ii) *Primary Insurance Requirement.* The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Contractor's insurance and shall not contribute with it.

(iii) *Reporting Requirement*. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County Parties.

(iv) *Separate Coverage*. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought.

(v) *Defense Costs/Cross Liability*. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

(vi) *Subrogation*. The insurer shall agree to waive all rights of subrogation against the Insured Parties for losses arising from work performed by the Contractor for the County.

(b) Workers' Compensation Coverage.

The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the Insured Parties for losses arising from work performed by the Contractor for the County.

(c) All Coverages.

(i) *Notice Requirement*. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, or canceled except after thirty (30) days prior written notice (or 10 days if due to non-payment) has been given to the County. The County reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.

(ii) *Starting and Ending Dates*. Policies shall have concurrent starting and ending dates.

(5) Acceptability of Insurers:

The insurance to be maintained by Contractor must be placed with insurers with an A.M. Best Policyholder's rating of no less than "A-" and with a financial rating of Class VII or greater.

(6) Verification of Coverage:

Contractor shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this Agreement. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf, unless alternate sufficient evidence of their validity and incorporation into the policy is provided. The certificates of insurance, endorsements and declarations page shall be on a form utilized by Contractor's insurer in its normal course of business. The County reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

(7) Subcontractors:

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the Insured Parties as additional insureds.

(8) Claims-Made Policies:

Contractor shall extend any claims-made insurance policy for at least six (6) years after termination of this Agreement.

(9) County as Additional Insured and Loss Payee:

The County shall be named as an additional insured and loss payee on all policies required by this Agreement, except the County need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.

J. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit

Pursuant to O.C.G.A. § 13-10-91, the County shall not enter into a contract for the physical performance of services unless the Contractor shall provide evidence on County-provided forms, attached hereto as **Exhibits A and B** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Contractor's subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract.

Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **Exhibit A**, and submitted such affidavit to County. Further, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02.

In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as **Exhibit B**, which subcontractor affidavit shall become part of the contractor/subcontractor agreement. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor.

The County Manager or his/her designee shall be authorized to conduct an inspection of the Contractor's and Contractor's subcontractors' verification process at any time to determine that the verification was correct and complete. The Contractor and Contractor's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. Further, where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Contractor or Contractor's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Contractor's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the County thereby.

Contractor agrees that the employee-number category designated below is applicable to the Contractor.

____ 500 or more employees.

_X_ 100 or more employees.

____ Fewer than 100 employees.

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Contractor will secure from the subcontractor(s) such subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law, and shall be construed to be in conformity with those laws.

K. Records, Reports and Audits

(1) Records:

Books, records, documents, account legers, data bases, and similar materials relating to the Work performed for the County under this Agreement ("Records") shall be established and maintained by the Contractor in accordance with requirements prescribed by the County and applicable law with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such records shall be maintained for a period of three (3) years from the date that final payment is made to Contractor by County under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.

All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information:

Upon request, the Contractor shall furnish to the County any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the County. All Records stored on a computer database must be in a format compatible with the County's computer systems and software.

(3) Audits and Inspections:

At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to the County or County's representative(s) for examination all Records with respect to all matters covered by this Agreement. The Contractor will permit the County or County's representative(s) to audit, examine, and make excerpts or transcripts from such Records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Agreement.

(4) O.C.G.A. § 42-8-108(b) Requirement:

All Contractor's records shall be open to inspection upon the request of the Court, the County, an auditor appointed by the County, the Georgia Department of Audits and Accounts, the Georgia Department of Corrections, the Georgia Department of Community Supervision, or the Georgia Board of Pardons and Paroles.

L. Conflicts of Interest

Contractor, its employees, subcontractors, agents or assigns SHALL NOT:

(1) Engage in any activity or conduct that would result in a violation of the Habersham County Code of Ethics;

(2) Engage in any other employment, business, or activity which interferes or conflicts with the duties and responsibilities under this Agreement;

(3) Have personal or business dealings, including the lending of money, with probationers under their supervision;

(4) 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; or

(5) Specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program which a probationer may or shall attend. (Contractor is not prohibited from furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs.)

M. Confidentiality

Except as provided in O.C.G.A. § 42-8-108(a) and § 42-8-109.2(b), all reports, files, records, and papers of whatever kind relative to the supervision of probationers by the Contractor under this Agreement are declared to be confidential and shall be available only to the County, or an auditor appointed by the County, the judge handling a particular case, the Georgia Department of Audits and Accounts, the Georgia Department of Corrections, the Georgia Department of Community Supervision, or the Georgia Board of Pardons and Paroles.

Contractor acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, Contractors, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions or conclusions that Contractor creates under this Agreement shall not be made available to, or

discussed with, any individual or organization, including the news media, without prior written approval of the County. The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

Contractor acknowledges that the County's disclosure of documentation is governed by Georgia's Open Record's Act, and Contractor further acknowledges that if Contractor submits records containing trade secret information, and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto. However, pursuant to O.C.G.A. § 42-8-109.2(b)(3)(D), the rules, regulations, operating procedures, and guidelines of Contractor shall be subject to disclosure under the Georgia Open Records Act.

N. Licenses, Certifications and Permits

The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits, registrations or the like required of the Contractor by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement, including but not limited to the Georgia Department of Community Supervision. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals. Any additional work or costs incurred as a result of error and/or omission by Contractor as a result of not meeting the applicable standard of care or quality will be provided by Contractor at no additional cost to the County. This provision shall survive termination of this Agreement.

O. Key Personnel

The individuals identified in **Exhibit D** are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Director, as listed in **Exhibit D**, without written approval of the County. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination. Contractor shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Contractor shall be solely responsible for any such subcontractors in terms of performance and compensation.

P. Authority to Contract

The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, as applicable.

Q. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

V. TERMINATION

A. The County may terminate this Agreement immediately for cause, including without limitation Contractor's material breach of this Agreement, insolvency of Contractor, or Contractor's filing of a voluntary or involuntary case in bankruptcy.

B. The County may terminate this Agreement for convenience by providing written notice thereof at least thirty (30) calendar days in advance of the termination date.

C. Upon termination, the Contractor shall promptly discontinue all services affected, unless the notice of termination directs otherwise.

D. The rights and remedies of the County and the Contractor provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

E. Pursuant to O.C.G.A. § 42-8-101(a)(1), the Chief Judge of the County Magistrate Court is authorized to initiate the termination of this Agreement, subject to the approval of the County Board of Commissioners, in accordance with the termination provisions provided herein.

F. Within thirty (30) calendar days of termination, Contractor shall peacefully surrender to the County all records and documents generated by Contractor in connection with this Agreement and the services hereunder and any equipment or supplies assigned to Contractor by the County. Contractor shall turn over to the Clerk of Court any moneys collected or received less service 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 Contractor shall receive a receipt for all property surrendered under this provision.

VI. NO PERSONAL LIABILITY

Nothing herein shall be construed as creating any individual or personal liability on the part of any of County's elected or appointed officials, officers, directors or employees. No such individual shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

VII. ENTIRE AGREEMENT

This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. In the event of a conflict in the terms of this Agreement and/or the exhibits attached hereto, the terms most beneficial to the County shall govern. This Agreement may be modified or amended only by a written change order (as provided in Section II above) or other document signed by representatives of both Parties with appropriate authorization.

VIII. SUCCESSORS AND ASSIGNS

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties, provided that no party may assign this Agreement without prior written approval of the other party.

IX. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Habersham County, Georgia, and Contractor submits to the jurisdiction and venue of such court.

X. CAPTIONS AND SEVERABILITY

The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible, as the Parties declare they would have agreed to the remaining parts of this Agreement if they had known that the severed provisions or portions thereof would be determined illegal, invalid or unenforceable.

XI. BUSINESS LICENSE

Prior to commencement of the services to be provided hereunder, Contractor shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the term of this Agreement, unless Contractor provides evidence that no such license is required. Further, Contractor shall register with any and all required local and state agencies, departments or bureaus and shall remain in good standing throughout the Term.

XII. COUNTY AUTHORIZED REPRESENTATIVE AND NOTICES

The County Manager, or his or her designee, shall be authorized to act on the County's behalf as the County's designated representative regarding this Agreement. All official notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Parties at the addresses given below, or at a substitute address previously furnished to the other Parties by written notice in accordance herewith:

NOTICE TO THE COUNTY shall be sent to:

Habersham County Board of Commissioners
130 Jacob's Way, Suite 301
Clarkesville, Georgia 30523

NOTICE TO THE CONTRACTOR shall be sent to:

Ginny Kent, President
CSRA Probation Services, Inc.
802-D Oakhurst Drive
Evans, Georgia 30809

XIII. WAIVER OF AGREEMENT

No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

XIV. NO THIRD-PARTY RIGHTS

This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

XV. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

XVI. FORCE MAJEURE

Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

XVII. COUNTERPARTS; AGREEMENT CONSTRUCTION AND INTERPRETATION

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Contractor represents that it has reviewed and become familiar with this Agreement and has notified the County of any discrepancies, conflicts or errors herein. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement.

XVIII. MATERIAL CONDITION

Each term of this Agreement is material, and Contractor's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to the County at law or in equity.

IN WITNESS WHEREOF the County, the Chief Judge of the Habersham County Magistrate Court and the Contractor have executed this Agreement effective as of the date the last Party executes this Agreement.

Approved as to form:

_____
County Attorney

CONTRACTOR:
CSRA PROBATION SERVICES, INC.

_____
Ginny Kent, President

[CORPORATE SEAL]

Attest:

Rachel Smith
Printed Name: Rachel Smith
Title: Assisstant Bookkeeper

HABERSHAM COUNTY:
BOARD OF COMMISSIONERS

_____
Bruce Harkness, Chairman

[COUNTY SEAL]

Attest:

_____
_____, County Clerk

AGREED AND CONSENTED TO BY THE:
HABERSHAM COUNTY MAGISTRATE COURT

_____
Hon. Tricia Hise, Chief Judge

EXHIBIT A

STATE OF GEORGIA
COUNTY OF HABERSHAM

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Habersham County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

18678
Federal Work Authorization User Identification Number

February 3, 2009
Date of Authorization

CSRA Probation Services, Inc.
Name of Contractor

Probation Services for Habersham County Magistrate Court
Name of Project

Habersham County, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on Sept, 29, 2026 in Evans (city), GA (state).

Signature of Authorized Officer or Agent

Ginny Kent
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 29 DAY OF September, 2026.

NOTARY PUBLIC

[NOTARY SEAL]

RACHEL BRYANNA SMITH NOTARY PUBLIC RICHMOND COUNTY GA My Comm. Exp. 9/13/27

My Commission Expires:

EXHIBIT B

STATE OF GEORGIA
COUNTY OF HABERSHAM

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of Habersham County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Subcontractor

_____
Name of Project

_____
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 20__ in _____(city), _____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____,20__.

_____
NOTARY PUBLIC

[NOTARY SEAL]
My Commission Expires:

_____

EXHIBIT C

SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR

Contractor agrees to provide to the Habersham County Magistrate Court the following services ("Work"). All Services provided by Contractor shall be governed by this Agreement.

A. Responsibilities of Probation Services Contractor

1.) Services Generally. Contractor shall provide private probation supervision, pretrial supervision services, counseling, collection services for all moneys to be paid by a defendant in accordance with the terms of the sentence imposed on the defendant as well as any moneys which by operation of law are to be paid by the defendant in consequence of the conviction, and other probation services for persons convicted in the Habersham County Magistrate Court and placed on misdemeanor probation in Habersham County.

2.) Compliance with Statutes and Rules. Contractor shall comply at all time with Georgia law, including but not limited to O.C.G.A. § 42-8-100 et seq., and all standards, rules and regulations promulgated by the Department of Community Supervision ("DCS").

3.) Records and Confidentiality. Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records and papers relative to supervision of probationers under this Agreement. Except as otherwise provided herein, these records, files and papers shall be available only to the judge of the court handling the case, the Department of Audits and Accounts, and DCS.

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

5.) Contractor Qualifications Generally. Contractor, its directors, owners, probation officers, administrative employees, agents, interns, and volunteers shall meet or exceed the requirements set forth in Department of Community Supervision Rule 105-2-.09. All administrative employees, agents, interns, or volunteers will complete a sixteen (16) hour initial orientation training program within six (6) months of appointment and eight (8) hours' annual in-service continuing education training.

6.) Officer Qualifications and Training. Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the caseload. Contractor shall employ professional probation personnel, including private probation officers, that meet or exceed the standards established under O.C.G.A. § 42-8-100 et seq., and as may be established by DCS, including, but not limited to:

a. The uniform professional standards contained in O.C.G.A. § 42-8-107(a) shall be met by any person employed as and using the title of a "private probation officer" as such term is defined in O.C.G.A. § 42-8-100(3) (an individual employed by a private corporation, private enterprise, private agency, or other private entity to supervise defendants placed on probation by a court for committing an ordinance violation or misdemeanor).

b. Any such person shall be at least twenty-one (21) years of age at the time of appointment to the position of private 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.

c. Every private probation officer shall receive an initial forty (40) hours of orientation upon employment and shall receive twenty (20) hours of continuing education per annum as approved by DCS, provided that the forty (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.

d. All personnel who provide services to offenders, have access to offender records, or who have access to offender data shall be first subjected to a fingerprint-based criminal background check.

e. No person convicted of a felony shall be employed or retained as a private probation officer.

7.) Criminal History Check. Contractor shall have a criminal history records check made of all employees and give written consent to DCS to conduct periodic criminal history checks.

8.) Officer per Probationer Ratio and Standards of Supervision. Contractor will maintain sufficient staffing levels and standards of supervision including the type and frequency of contacts that are in compliance with the agreed upon Court operating procedures. As determined by the Court, supervision levels shall be as follows:

a. Pay Only Supervision. For those cases as designated Pay Only by the Court in which the Contractor is providing probation supervision or monitoring services only for the collection of fines, surcharges, court costs, and/or fees ordered by the Court in a probated and/or suspended sentence the probationer shall complete a minimum of one (1) contact per month. Acceptable monthly contacts may be made in person or by telephone, email

electronic report, written report or tender of payment. Probation officers will maintain an average caseload of 350 active participants.

b. Condition Case Supervision. For those cases in which the Contractor is providing probation supervision or monitoring services for probation conditions other than and/or including the payment of fines, surcharges and/or restitution the probationer shall complete a minimum of one (1) contact per month. Acceptable monthly contacts may be made in person and/or by telephone phone, email, electronic report or written report. Probation officers will maintain an average caseload of 250 active participants.

c. Consecutive Cases. Contractor will comply with O.C.G.A. § 42-8-103.1(b) and ensure cases are reviewed after twelve (12) months of probation supervision for the possibility of early termination recommendation and every four (4) months thereafter.

9.) Local Place of Business. Contractor shall maintain a local office to meet with and to provide services to probationers.

B. Reports

Contractor shall provide a quarterly report to the Court and to the County 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 if such services are provided directly or otherwise to the extent such fees are known, 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 the Contractor 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, in such detail as requested. Information reported pursuant to this section shall be annually submitted to the Habersham County Board of Commissioners and thereafter be subject to disclosure pursuant to O.C.G.A. § 50-18-70 et seq. (the "Georgia Open Records Act").

C. Tender of Collections

Contractor shall tender to the Clerk of Court a report of collections and all fines, fees, and costs collected during the month from probationers by 15th day of the following month. Restitution shall be paid to the victim by the 20th 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. Payment of fines and fees will be set according to the plan approved both by the Court and Contractor. Contractor shall not retain or profit from any fines, restitution, fees or cost collected from probationers except the service fees authorized by this Agreement.

D. Access to Contractor Records

1.) All Contractor's records shall be open to inspection upon the request of the Court, the County, an auditor appointed by the County, the Georgia Department of Audits and Accounts, the Georgia Department of Corrections, the Georgia Department of Community Supervision, or the Georgia Board of Pardons and Paroles.

2.) Conflict of Interest per O.C.G.A. § 42-8-109.

a. No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall engage in any other employment, business, or activity which interferes or conflicts with the duties and responsibilities under contracts authorized in this article.

b. No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor its employees shall have personal or business dealings, including the lending of money, with probationers under their supervision.

c. No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities, shall 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.

d. No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall 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.

E. Scope of Services to Probationers by Contractor

Contractor shall provide the following services:

1.) Court Service and Probationer Case History. Provide court services for the purpose of obtaining sentencing information and personal history information for each offender placed on probation. Conduct an initial interview with each probationer at the time of his or her sentencing or as soon thereafter as is practicable for purposes of explaining the scope of the court order relative to fines, fees and/or restitution imposed as well as requirements and conditions for probation supervision.

At orientation, the probation officer shall provide a list of all service fees to the probationer.

2.) Supervision. Contractor shall monitor and supervise probationers to ensure compliance with the Court's order of probation. Contractor shall make a supervision assessment of the offender and determine the probationer's reporting schedule. Contractor shall monitor and supervise pretrial diversion participants to ensure compliance with the order of pretrial diversion supervision.

3.) Restitution, Fine and Fee Collection. Contractor shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Contractor will prioritize collection of restitution in accordance with O.C.G.A. § 17-14-8(a) and O.C.G.A. § 17-15-13. Contractor shall provide an itemized receipt prepared in accordance with accepted accounting practices for each probationer transaction. Offenders determined by the court to be indigent in accordance with O.C.G.A. § 42-8-102 shall be supervised at no cost to the probationer or the County.

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 O.C.G.A. § 17-10-1(d). Contractor will maintain records of service participation.

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 screening.

7.) Electronic Monitoring. Provide electronic monitoring services to the Court at the direction of the Court. The cost of these services will be negotiated with the Court and/or governing authority based on the needs of the Court and/or governing authority. Probationers shall be responsible for the costs of all electronic monitoring services unless otherwise ordered by the Court.

8.) Reports of Violations Probation and Revocation Procedures. When material violations in compliance with the conditions of probation occur, Contractor will take appropriate contempt of court and/or revocation of probation action to bring the violations to the attention of the Court. 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 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.) Provide Payment and File Information to Probationer. Any probationer under supervision under this Agreement shall:

a. Be provided with a written receipt and a balance statement each time he or she makes a payment;

b. Be permitted, upon written request, to have a copy of correspondence, payment records, and reporting history from his or her probation file, one time, and thereafter, he or she shall be required to pay a fee as set by DCS; provided, however, that the DCS board shall promulgate rules and regulations clarifying what confidential information may be withheld from such disclosure; and

c. Be permitted, upon written request to DCS, to have a copy of the supervision case notes from his or her probation file when the Commissioner of Community Supervision authorizes the release of such information in a written order; provided, however, that the DCS board shall promulgate rules and regulations clarifying what confidential information may be withheld from such disclosure.

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

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

F. Payment for Contractor's Services

Unless otherwise agreed and stated by amendment to this Agreement, this contract is a user-based fee program. The obligation of the County is to order and enforce probationers (or other referred cases) to pay for services. The County has no direct responsibility for payment unless noted by this Agreement or a written amendment.

As determined by the Court, supervision levels and fees paid by probationers shall be as follows:

1.) For those cases (Pay Only) in which Contractor is providing probation supervision or monitoring services only for the collection of fines, surcharges, court costs, fees ordered by the Court in a probated and/or suspended sentence which includes a minimum of one (1) contact per month the probationer shall pay a fee of $45.00 per month. Acceptable monthly contacts may be made in person or by phone, email, electronic report, written report or tender of payment. Contractor will comply with O.C.G.A. § 42-8-103 which states that Pay Only case fees shall be capped at three (3) months of ordinary supervision fees.

2.) For those cases (Conditions) in which Contractor provides probation supervision or monitoring services for probation conditions other than and/or including the payment

of fines, surcharges and/or restitution which includes a minimum of one (1) contact per month, the probationer shall pay a fee of $45.00 per month. Acceptable monthly contacts may be made in person and/or by phone, email, electronic report or written report.

3.) For those pretrial diversion or pretrial release cases in which Contractor provides supervision or monitoring services, the defendant shall pay a fee of $45.00 per month.

4.) On-site drug testing will be conducted at a rate of $20.00 per screen and $25.00 for lab confirmations at the request of the probationer or Court. Alcohol urine screens will be conducted at a rate of $15.00 per screen.

5.) The probationer shall pay for electronic monitoring services at a rate as follows:

Radio Frequency (RF) House Arrest at $6.00 per day;
Global Positioning Satellite Tracking Monitoring (GPS) at $10.00 per day;
SCRAM alcohol monitoring at $12.00 per day plus $25.00 enrollment fee;
Random Breath Alcohol Monitoring at $6.50 per day;
Outreach Smartphone Random GPS/Alcohol Monitoring at $6.00 per day.

6.) American Community Corrections Lifeskills Self-Directed Learning Course- $60.00 per course.

G. Probation Fee

The Court shall make payment of the probation fee a term and condition of the order of probation for each probationer assigned for supervision to Contractor unless the Court orders otherwise in accordance with O.C.G.A. § 42-8-102.

H. Georgia Crime Victims Emergency Fund (GCVEF)

Contractor will collect the Georgia Crime Victims Emergency Fund fee pursuant to O.C.G.A. § 17-15-13 from each probationer serving under active probation supervision and paying a supervision fee unless the Court exempts the probationer or as otherwise required by law. Contractor will remit all collections for this surcharge on a monthly basis to the Georgia Crime Victims Compensation Board.

I. Credit Card Services

The County acknowledges and approves the use of credit and debit cards as a means of payment to satisfy court ordered obligations. The County acknowledges and approves the use of credit card processing companies for the administration and acceptance of credit card payments. The County acknowledges that credit card processing companies assess a fee for this transaction service and that payment of this fee is acknowledged and accepted by the user (probationer) for the

convenience of the service being provided at the time the transaction is occurring. This is not a fee imposed by Contractor or retained by Contractor. Contractor's database may track payment of this fee for the purpose of providing awareness to the probationer. The County acknowledges that the use of credit cards as a payment vehicle is voluntary and that any and all costs associated with credit card payments may be avoided through the use of other payment methods such as money orders or cashier's checks.

J. Notice of Court Sessions

The Court shall provide Contractor 30 days' advance notice of all court sessions that Contractor is required to attend.

K. Court Facilities

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

EXHIBIT D

KEY PERSONNEL

1. **Steve Queen, Director, CSRA Probation Services, Inc.**
2. _____
3. _____