

STATE COURT OF RICHMOND COUNTY

State Court Accountability
Courts

David D. Watkins
STATE COURT CHIEF JUDGE



James H. Ruffin, Jr. Courthouse
735 James Brown Blvd., Suite 4108
Augusta, GA 30901

Crystal Page, Coordinator
(706) 849-3484

AGREEMENT

THIS AGREEMENT is effective as of the 1st day of May, 2019, by and between **AUGUSTA-RICHMOND COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Augusta-Richmond County Board of Commissioners ("County") in conjunction with State Court of Richmond County (Adult DUI, Drug, Mental Health, and Veterans Treatment Courts) and **Penfield Addiction Ministries** (herein "Contractor", collectively referred to as the "Parties."

This Agreement constitutes the entire understanding between The State Court of Richmond County Accountability Courts (RCAC) and **Penfield Addiction Ministries** for the services of Treatment Provider/Sober Living Program and shall not be modified or altered in any way without the express written agreement of all parties.

WITNESSETH THAT:

WHEREAS, the County and the State Court of Richmond County Accountability Courts desire to obtain a Contractor to provide services generally described as a Treatment Provider (the "Work"); 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 she/he is qualified by training and experience to perform the Work; and,

WHEREAS, the Contractor has agreed to provide such services as outlined in this agreement; and,

WHEREAS, the public interest will be served by this Agreement; and,

NOW, THEREFORE, the Parties hereby do mutually agree as follows:

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Project Description

RCAC Sober Living/Inpatient Treatment Provider

B. The Work

The Work to be completed under this Agreement (the "Work") consists of the following:

The Contractor shall perform the following services for those adult offenders referred to the State Court of Richmond County Accountability Courts (referred to herein as "State Court" or "Court").

a. The Contractor shall provide the following services:

1. Provide Sober Living Housing and treatment services up to 90 days (may be longer dependent upon treatment plan) for up to 4 male accountability court eligible participants per year.
2. Complete a face to face bio-psychosocial assessment by a qualified and certified licensed professional.
3. Complete individualized clinical assessments at an appointed time and date.
4. Provider shall develop a client-specific evidence based treatment plan with measurable goals and objectives.
5. Provider shall submit a monthly progress report to the Richmond County Accountability Court office to include:

2. Weekly treatment attendance, all support group meeting attendance, drug screens, written assignments, and recreational activities allowed. Participants are not to be given permission to leave the treatment facility to travel outside of the court's jurisdiction without approval from the Accountability Court Coordinator or her appointed representative.
- b. Provide data as required on SAMHSA GPRA measures.
6. Provider will conduct drug testing as needed. A licensed/certified medical professional or an approved authorized, same sex official shall directly observe drug testing. The Provider further agrees to follow drug testing policy and procedures adopted by the RCAC team. The Provider will notify the RCAC team of a positive drug screen as soon as it is received, through an email identifying in the subject line, POSITIVE UDS.
7. The Accountability Court Coordinator and other designated staff are permitted to have access and review court client files if requested.
8. Provider shall provide for clinical supervision of the counseling staff and substance abuse component of the program.
9. Provider shall make available to the RCAC team as directed by the Judge a representative to appear in the AC staffing session and/or testify in court on the compliance and/or non-compliance of the individual enrolled in the Sober Living Program.
10. Ensure prompt submission of invoices to RCAC not later than the 10th of each month.
11. **Communication.** The Contractor shall utilize the Court Coordinator as the Centralized Clearinghouse of Information/Communications.
12. **Trainings and Court Sessions.** The Contractor will not charge the Court for attendance of its personnel at any court-sanctioned trainings, conferences, programs, or court sessions. Such attendance is covered by the overall scope of services.

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, after signature of both parties, begin on May 1, 2019 and end on September 29, 2023. In the event of termination of this Agreement by Contractor or by the Court, the Contractor shall be entitled to receive payment only for work actually performed prior to termination.

II. WORK CHANGES

- A. The Court reserves the right to order changes in the Work to be performed under exhibit "A" 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 Court. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. The parties will negotiate to reach an agreement. If an agreement cannot be reached, the original contract scope of work stands.

- 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 State Court Judge assigned to the Accountability Courts, or his/her designee, has authority to execute without further action of the State Court of Richmond County, any change orders to be agreed upon by the Contractor as stated above 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.

III. COMPENSATION AND METHOD OF PAYMENT

A. Treatment Provider:

The Contractor shall be compensated in the amount of \$1,058.00 per month, with maximum compensation not to exceed \$12,700 annually per participant. Compensation is specifically for treatment services provided for the Accountability Courts Programs.

B. Prompt Payment Act

The terms of this agreement supersede any and all provisions of the Georgia Prompt Payment Act.

IV. COVENANT OF CONTRACTOR

A. Expertise of Contractor

Contractor accepts the relationship of trust and confidence established between it and the county, recognizing that the Court's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and skill and judgment to provide the services in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement.

B. Court's Reliance on the Work

The Contractor acknowledges and agrees that the Court does not undertake to approve or pass upon matters of expertise of the Contractor and, therefore, the Court bears no responsibility for Contractor's services performed under this Agreement.

C. Assignment of Agreement

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

D. Responsibility of Contractor and Indemnification of Court

The Contractor covenants and agrees to take and assume all responsibility for the services rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the services rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless the Court, its officers, boards, commissions, elected officials, employees and agents from and against any and all claims, suits, actions, liability, judgments, damages, losses, and expenses, including but not limited to, attorney's fees, 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 is caused in part by a party indemnified hereunder. 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 the Court or any of its agents or employees, 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 and defend the Court, its members, officers, agents, employees and volunteers shall survive termination of this Agreement.

F. Independent Contractor

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the services as an independent contractor and not as the agent or employee of the Court or the County. 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 services; hiring of Contractors, agents or employees to complete the services; 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 Court 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 will be deemed to mean that Contractor shall follow the directions of the Court with regard to the results of such services only.

G. Records and Reports

(1) Records:

(a.) Records shall be established and maintained by the Contractor in accordance with requirements prescribed by the Court with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

(b.) 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 Court any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the Court.

H. Conflicts of Interest

Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Richmond County Code of Ethics.

I. Confidentiality

Contractor acknowledges that it may receive confidential information of the Court and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, 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 Court.

The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of Circuit information whether specifically deemed confidential or not.

(1) The Contractor shall not disclose to anyone or any entity other than the designated Court Staff or other court-approved individuals, any description or information concerning the work produced as a result of this AGREEMENT without written permission of the State Court.

- (2) The Contractor acknowledges that in receiving, storing, processing, sharing, or otherwise using or dealing with any treatment information, the Contractor is bound by all Federal and State laws and regulations that govern and guarantee the treatment rights of individuals receiving substance abuse treatment services.
- (3) The Contractor shall comply with all confidentiality laws and shall be familiar with the following monograph: *Federal Confidentiality Laws and how they affect Mental Health/ Drug Court Practitioners*, National Mental Health/Drug Court Institute (1999).
- (4) The Contractor shall comply with all HIPAA and related laws and regulations dealing with releasing and sharing and medical and health care information. The Contractor shall ensure that it and its employees and agents use and disclose "Protected Health Information" of patients (as defined in the Health Insurance Portability and Accountability Act ("HIPAA") privacy rules at 45 C.F.R. § 164.501, et seq.) that The Contractor receives pursuant to this Agreement only to the extent necessary: (i) to perform its specific obligations under this Agreement; and (ii) for its own management and administration and to carry out its legal responsibilities in compliance with 45 C.F.R. § 164.504(e)(2)(i)(A), (e)(4), and all other current or future applicable laws or regulations. Nothing in this Agreement shall be deemed to authorize The Contractor to use or disclose Protected Health Information in violation of any applicable law or regulation, including but not limited to HIPAA privacy rules at 45 C.F.R. § 164.501, et seq.
- (5) The Contractor shall obtain appropriate releases/waivers before releasing a participant's treatment information.
- (6) The Contractor shall make every effort to ensure that confidentiality of participant's identity and information is maintained, inclusive of but not limited to ensuring that the treatment location is secure (and not within the hearing range of outsiders), as well as educating participants about the confidentiality of group/individual treatment sessions.
- (7) The Contractor shall maintain confidentiality of the Accountability Courts participants separate from information on participants in any of its other programs at all times, regardless of relationship or family involvement among these participants. All confidentiality laws related to obtaining appropriate releases/waivers shall be followed by all concerned parties should information need to be disclosed for treatment purposes.

V. TERMINATION

- A. The Court shall have the right to terminate this Agreement for any reason whatsoever by providing written notice thereof at least thirty (30) calendar days in advance of the termination date. The Contractor shall have the same right to terminate this Agreement.
- B. The Court shall also have the right to terminate this Agreement or any services noted herein for cause or other performance defect with thirty (30) days written notice to the Contractor. The Court shall also have the right to terminate this Agreement or any services noted herein without cause should budgeted and/or grant funds not be available.
- C. Upon termination, Court shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination date.
- D. Upon termination, the Contractor shall promptly discontinue all services affected, unless the notice directs otherwise.
- E. The rights and remedies of the Court and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

VI. NOTIFICATIONS:

- A. Any and all modifications to this Agreement shall be in writing and agreed upon by both parties. Any and all modifications, notices, requests, payments, demands and other communications, required or permitted hereunder, shall be in writing and delivered personally, sent by overnight mail, such as Federal Express, or sent via U.S. certified or Registered Mail, postage prepaid, return receipt requested to the address set forth below or to such other address as either party may specify by notice to the other in accordance with this paragraph. Notices shall be deemed effective (i) when delivered if personally delivered; (ii) by the date indicated on the receipt if sent by overnight mail; or, (iii) three (3) days after deposit in the United States Mail or the date indicated on the return receipt as a delivery date, whichever is earlier, if mailed by certified or registered mail.
- B. If the Contractor should default in the performance of the material provisions of this Agreement and if such default continues uncured for a period of ten (10) days after receipt by the Contractor of written notice from the Judge or County stating this specific default, then the Judge may terminate this Agreement, effective immediately, by delivering written notice of termination to Contractor.

VII. NO PERSONAL LIABILITY

No member, official or employee of the County 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.

VIII. 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. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

IX. WAIVER OF AGREEMENT

The County's failure to enforce any provision of this Agreement or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

X. 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.

[THIS SPACE INTENTIONAL LEFT BLANK]

IN WITNESS WHEREOF the County and the Contractor have executed this Agreement effective as of the date the Chairman executes this Agreement on behalf of the County.

CONTRACTOR

Print Name

By: _____

Signature _____

Its: _____

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
In the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

RICHMOND COUNTY

By: _____

Its: _____

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED
In the presence of:
n

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires: _____