

CONTRACT FOR TREATMENT SERVICES

THIS AGREEMENT is effective as of this 15th day of June, 2023, by and between **RICHMOND COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Richmond County Board of Commissioners (“County”) in conjunction with the Augusta Judicial Circuit Accountability Court & AmericanWork, LLC. collectively referred to as the “Parties.”) (herein “Contractor,” collectively referred to as the “Parties.”)

This Agreement constitutes the entire understanding between the Augusta Judicial Circuit Adult Felony Drug Court and Veteran’s Treatment Court and AmericanWork, LLC. for the services of chemical dependency treatment, and cognitive rehabilitative services 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 Augusta Judicial Circuit Adult Felony Drug Court and Veteran’s Treatment Court programs desire to obtain a Contractor to provide services generally described as Adult Felony Drug Court and Veteran’s Courts Treatment Services (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 it 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.

The Augusta Judicial Circuit is seeking a qualified professional licensed agency to provide treatment services to the program participants within Adult Felony Drug Court, Felony Drug Court and Veteran’s Court Treatment Court Programs.

B. Scope of Work.

Treatment services will consist of rehabilitative skills building, the development of environmental supports and resources coordination considered essential to assist a person in improving functioning, gaining access to necessary services and in creating environments that promote recovery and support the emotional and functional improvement of the individual. The service activities of case management include:

1. Assistance to the person and other identified recovery partners in the facilitation and coordination of the Individual Recovery Plan (IRP) including providing skills support in the person’s self-articulation of personal goals and objectives;
2. Planning in a proactive manner to assist the person in managing or preventing crisis situations;
3. Individualized interventions, which shall have as objectives:

- a) Identification, with the person, of strengths which may aid him/her in achieving recovery, as well as barriers that impede the development of skills necessary for functioning in work, with peers, and with family/friends;
 - b) Support to facilitate enhanced natural supports (including support/assistance with defining what wellness means to the person in order to assist them with recovery-based goal setting and attainment);
 - c) Assistance in the development of interpersonal, community coping and functional skills (which may include adaptation to home, adaptation to work, adaptation to healthy social environments, learning/practicing skills such as personal financial management, medication self-monitoring, symptom self-monitoring, etc.);
 - d) Encouraging the development and eventual succession of natural supports in living, learning, working, and other social environments;
 - e) Assistance in the acquisition of skills for the person to self-recognize emotional triggers and to self-manage behaviors related to the behavioral health issue;
 - f) Assistance with personal development, work performance, and functioning in social and family environments through teaching skills/strategies to ameliorate the effect of behavioral health symptoms;
 - h) Assistance in enhancing social and coping skills that ameliorate life stresses resulting from the person's mental illness/addiction;
 - i) Service and resource coordination to assist the person in gaining access to necessary rehabilitative, medical, social and other services and supports;
 - j) Assistance to the person and other supporting natural resources with illness understanding and self-management (including medication self-monitoring);
 - k) Any necessary monitoring and follow-up to determine if the services accessed have adequately met the person's needs;
 - l) Identification, with the individual and named natural supporters, of risk indicators related to substance related disorder relapse, and strategies to prevent relapse.
4. Treatment services are provided in order to promote stability and build towards functioning in their daily environment. Stability is measured by a decreased number of incarcerations and hospitalizations, by decreased frequency and duration of crisis episodes and by increased and/or stable participation in community/work activities. Supports based on the person's needs are used to promote recovery while understanding the effects of the mental illness and/or substance use/abuse and to promote functioning. The Community Support staff will serve as the primary coordinator of behavioral health services and will provide linkage to community; general entitlements; and psychiatric, substance use/abuse, medical services, crisis prevention and services.
 5. Treatment services will assist with data collection as needed by the Court and complete the necessary risk/needs assessment prior to entry into the Felony Drug Court or Veteran's Treatment Court. A designated treatment staff member will also attend the bi-weekly staffing and court

sessions. The designated treatment staff member will also notify the Adult Felony Accountability Court Coordinator of participant's compliance and non-compliance.

6. Treatment services will link participants with the appropriate level of treatment in the community. This treatment can include linkage to a private psychiatrist and therapist if private insurance is available. This treatment can also include linkage to the local Community Service Board for indigent or state-served clients.
7. Treatment services will be an ongoing process to link participants to the following services: group counseling, individual counseling, drug testing, psychosocial rehabilitation, family support, medication management, family counseling, gender specific counseling, domestic violence counseling, health screening, assessment and counseling for co-occurring substance use issues. Ancillary services will include but are not limited to: employment counseling and assistance, educational component, medical and dental care, transportation, housing, mentoring and alumni groups, and assistance with government funded/community based assistance programs.
8. To the extent that it does not alter the scope of this agreement, County may unilaterally order a temporary stopping of the Work, or delaying of the Work to be performed by Contractor under this agreement.

C. Prior to Entry.

The Contractor shall administer a court-approved, risk assessment to each proposed Felony Drug Court and Veteran's Treatment Court candidate referred to the Contractor within one (1) calendar week of the District Attorney's approval of the candidate's entry into the program. A copy of each assessment shall be sent to the adult felony accountability court coordinator for record keeping purposes.

D. Individualized Clinical Assessments/Evaluations.

Within one (1) week of a participant's entry into the program, the Contractor shall administer an Individualized Clinical Assessment/Evaluation and provide its findings to the adult felony accountability court Felony Drug Court and Veteran's Treatment Court Program Coordinator within one (1) calendar week. Types of information obtained through the Assessment/Evaluation would include, but not be limited to:

1. Alcohol and/or other Drug Use History;
2. Felony Drug Court History and Diagnosis;
3. Physical Health History;
4. Education;
5. Emotional/Health Barriers;
6. Employment;
7. Family Dynamics;
8. Housing;
9. Spirituality;

10. Social Support Systems;
11. Transportation;
12. Treatment History;
13. Criminal History;
14. Special Population needs [to include]:
 - a. Based in choice of drugs;
 - b. Co-existing Disorders;
 - c. Gender, Ethnic, and Cultural Considerations;
 - d. Other Health Issues [i.e., HIV, Hepatitis C, etc.];
 - e. Sexual Orientation;
 - f. Domestic Violence;
 - g. Sexual Abuse.
15. All assessments must include a diagnosis, treatment recommendation(s), and justification for referral into the Felony Drug Court or Veteran's Treatment Court Program signed by a Certified Addictions Counselor Level II or equivalent.

E. Treatment Plan.

As part of the clinical intake process, the Contractor shall develop a participant-specific treatment plan (inclusive of relapse prevention methods) with measurable goals and objectives and provide the plan to the adult felony accountability Drug Court and Veteran's Treatment Court Program Director or designee.

1. A copy of the Treatment Plan for each participant must be provided to the director or designee within the first two (2) weeks of the initial counseling session outlining the short and long-term goals the participant will work on over the full treatment period.
2. All progress notes must reflect how the participant is working towards their goal completion.
3. Monthly progress summaries must show how participants are progressing toward their goals and the Treatment Providers overall impression of how they believe the participant is progressing in treatment and meeting their goals. The Contractor will provide copies of these summaries to the Coordinator by the 10th day of each following month.
4. Complete documentation of the overall treatment regimen and curricula being used to progress a participant through the phases of their program (i.e., Phase I, II, III) including goals, milestones, etc. that participants must demonstrate before being recommended to advance phases.

F. Intensive Outpatient Treatment Services.

The Contractor shall offer all participants a clinically sound and evidence-based, multi-phase alcohol and drug treatment program consisting of a Court-approved treatment curriculum. Both parties

acknowledge that the treatment curriculum is subject to change upon discussion and agreement of the parties. Ultimately, the Contractor must adhere to any state treatment standards for such services.

1. Content of Individual/Group Treatment Sessions.

Individual and Group treatment sessions shall consist of education/skill building and therapy. The sessions shall address addiction, relapse prevention planning, criminogenic thinking errors, life skills, anger management, parenting, bereavement, sexual relationships, gender specific, health/medical/medical, personal safety planning, and other clinically relevant treatment issues.

2. Structure of Group Sessions.

All treatment/education programs may be open-ended; however, a procedure should be established to orient new group members to the open-ended treatment group.

3. Time of delivery of treatment services.

Treatment will be offered Monday – Friday to accommodate two (2) group sessions (Males & Females for phases 1 – 3 and phases 4 & 5). Additionally, groups may be provided in the evening, weekends, and/or during any, reasonable and mutually agreed upon times amenable to the Contractor’s schedule. The Contractor may (at times not specified herein) be asked to assist with 'emergency/crisis management services and/or drug screening.

4. Family.

The Contractor may upon his/her discretion discuss matters with participants’ family members only upon proper execution of consent/release documents by the participant.

5. Outsourcing; Residential; Psychological and Psychiatric Services.

The Contractor will assist with referrals of participants who need residential treatment and/or outsource additional treatment options. The Contractor will assist with the referral of participants with suspected psychological or psychiatric issues to a treatment referral source and will communicate such suspected issues to the Court or its designated liaison including the plan of action related to the referral needed.

6. Number of Participants.

The Court makes no assurances as to any minimum number of participants to be referred to the Contractor at any given time.

G. Additional Miscellaneous Specification.

The Contractor agrees to the following:

1. Take part in the development of an Aftercare program for participants who have graduated from the program; and
2. Assist in the development of an educational and employment component of the AJC Accountability Courts.

H. Educational Training.

A member of the treatment staff will be required to attend annual state training conferences or any additional training the Court deems necessary.

I. Communication.

The Contractor shall utilize the adult felony accountability court – Felony Drug Court and Veteran’s Treatment Court Program Director or designee as the Centralized clearinghouse of information/communications.

- a. The Contractor shall communicate with the adult felony accountability court adult Felony Drug Court and Veteran’s Treatment Court Program Director immediately (within reason) after a participant violation in addition to weekly progress reports.
 1. Weekly treatment reports shall consist of general details as to the participants who received treatment and/or case management for the week, their compliance and/or non-compliance with treatment or case management, and their treatment status. A reporting form will be provided to the Court every Tuesday, by 12:00 pm.
 2. The Contractor is expected to maintain a confidential notes system (that is not shared with the Superior Court unless requested and/or such sharing is deemed necessary by the Contractor) of relevant information shared with the Contractor by participants during treatment or case management sessions in accordance with recognized treatment protocols.
 - a. The Contractor shall meet weekly (and/or at such dates/times deemed necessary by the adult felony accountability court Felony Drug Court and Veteran’s Treatment Court Program Director so that there may be a "briefing" (or information gathering session) as to the participants who received (and/or are to receive) treatment services for that week.
 - b. In the event that the Contractor determines that a participant needs case management/ancillary services, the Contractor shall provide case management services to the participant with notification given to the adult felony accountability court Felony Drug Court and Veteran’s Treatment Court Program Director or designee.
 - c. The Contractor shall review all relevant information maintained by the adult felony accountability court Felony Drug Court and Veteran’s Treatment Court Program Director (and/or posted in a designated information posting site/location) which may be relevant to treatment such as changes in address, medication(s), health, drug screens, etc.
 - d. The Contractor shall attend all Adult Felony Drug Court and Veteran’s Treatment Court " sessions and staffing sessions;

J. Emergency/Call Status.

The Contractor shall assure for after-hours (inclusive of weekends) emergency treatment services/assistance to participants on an on-call basis. An on-call calendar shall be developed and distributed by the Felony Drug Court and Veteran’s Treatment Court Program Director or designee after consultation with the Contractor: The Contractor shall exercise his/her professional discretion as to how to resolve the emergency and shall report the incident to the adult felony accountability court

Felony Drug Court and Veteran's Treatment Court Program Coordinator no later than the following business day.

K. Trainings and Court Sessions.

The successful candidate must comply with all of the requirements of the federal and state standards and the funding sources. This includes:

1. ADULT FELONY DRUG COURT:
<https://caci.georgia.gov/standards-certification/caci-standards-accountability-courts>
2. Adult Felony Veteran's Treatment Court Treatment Standards
<http://www.gaaccountabilitycourts.org/Veterans%20Court%20Standards,%2012.19.17.pdf>
3. National Drug Court Standards: <http://nadcp.org/Standards>
4. Maintain enrollment as a DBHDD substance abuse provider: <http://dbhdd.georgia.gov/providers>
6. Maintain a Health Care Facility License: <http://dch.georgia.gov/facility-licensure>
7. Model Code of Conduct for Court Professionals: <https://nacmnet.org/ethics/index.html>
8. The contractor must attend state training and national training when funded as directed by the court.
9. The contractor must complete the Essential Elements of Adult Drug Courts online training:
https://courses.ncsc.org/course/NDCI_Essentials

The Contractor will not charge the Court for attendance, by any of its personnel, of any court-sanctioned trainings, conferences, programs, or court sessions. Such attendance is covered by the overall scope of services of treatment.

L. Drug Testing.

The Contractor will create a system to schedule, announce, observe, collect, and confirm random and frequent drug screenings for AM and PM sessions on all participants. Participants will be tested at least three times weekly.

1. The Contractor will provide for observed collection and temporary storage of the specimens at no additional cost as part of its services. All testing will be done using the Felony Drug Court and Veteran's Treatment Court's approved drug testing protocols. **(See Exhibit "D")**
2. The Contractor will maintain a monthly stock of drug test cups and coordinate the purchase of cups-as needed- from the AJC Accountability Courts;
3. The Contractor will provide a means of daily transportation of all urine drug screens to the Augusta Richmond County Courthouse located at 735 James Brown Blvd. Augusta, GA 30901.
4. All urine drug screens must be documented with signature of persons conducting screens in order to ensure proper chain of evidence.
- 5 The Contractor will follow the drug testing protocol including bringing samples to the courthouse in the drug test cups by 12pm Monday -Friday and by Monday morning for any tests administered over the weekend period.

6. The Adult Felony Accountability Court Felony Drug Court and Veteran's Treatment Court Program Director or designee shall have reasonable access to the drug laboratory and/or specimen storage locations to conduct audits.

M. 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 upon execution of the Agreement by both parties and shall absolutely terminate on June 30, of each year without further obligation on the part of County at the close of the calendar year in which it is executed and at the close of each succeeding year for which it may be renewed. This contract may be renewed by the parties for up to four (4) additional one year periods. In the event of termination of this Agreement by Contractor or by the Court, the Contractor shall be entitled to receive payment only for verified work actually performed prior to termination.

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business and that the Contractor has not received any non-County fee related to this Agreement without the prior written consent of the County. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

II. WORK CHANGES

A. Work Changes Requested.

The Court 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 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. Work Added.

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. Authorized Change Orders.

The Superior Court Judge assigned to the Felony Drug Court and Veteran's Treatment Courts and the Trial Court Administrator, shall have the authority to execute any change orders agreed upon, by both the Contractor and the Court, 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 Services.

The Contractor shall be compensated for services provided, as follows:

The Contractor will be paid at the flat, monthly rate of \$17,548.75. This flat rate will cover the treatment of up to 60 participants for Felony Drug Court and 30 for Veteran's Treatment Court programs during any month within the contract period. Should the number of participants exceed 90 participants per program during this period, both parties shall negotiate to reach an agreement on new payment terms; however, no claim for additional compensation will be recognized, unless contained in a written change order duly executed on behalf of the County and the Contractor.

B. Contractor Services.

1. 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. 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.
2. The Contractor shall furnish in totality all labor, materials, and other equipment necessary to provide alcohol and substance abuse treatment, case management services, data entry, billing, reporting, copying, printing, ancillary services, and case management and other services as identified to the participants of the Augusta Judicial Circuit Adult Felony Accountability Court.
3. The Contractor will provide all necessary labor for alcohol and drug testing to include creatinine levels of all SCMHC participants to be tested twice each week.
4. The Contractor will agree to appoint and provide a consistent, knowledgeable representative to attend weekly staffing and Court sessions and provide them with copies of the ACCM progress notes for each team member.
5. The Contractor will agree to have adequate meeting space available for all Court participant groups easily accessible public transportation.
6. The Contractor will conduct multiple group therapy sessions specific to and for participants in various phases. The Contractor will provide such groups during the evening, weekdays, weekends and any time needed. Such groups will last an hour and a half to three hours with breaks as needed. The Contractor will be aware that different phases of the program may be conducted at simultaneous times during the week. The Contractor will provide for individual counseling as warranted by individual participants throughout the program.

7. The Contractor will agree to report and provide all treatment information to the Adult Felony Accountability Court Director and its affiliates as requested, including but not limited to, treatment plans, information shared in group, and drug/alcohol screen results. The Contractor will keep the Court current using the Court's case management software (ACCM-5 Points).
8. The Contractor will agree that they will be a member of the Augusta Judicial Circuit Adult Felony Accountability Court Programs, but not necessarily a management member. The Judge, the Superior Court Administrator, and the Director make all final administrative decisions.
9. As funding permits, the Contractor is required to send staff to state and national training.
10. Contractor agrees to only accept funds consistent with the Contract and any applicable insurance from qualified participants. At no time shall the Contractor request funds from individual participants for services rendered. To the extent that the pricing provided by Contractor is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the Parties.

C. Evaluations/Assessments.

The Contractor shall conduct evaluations/assessments and draft the resulting Treatment Plans for those participants evaluated/assessed who are not covered by Medicaid, Medicare, or State Contracted services. In the event that the participant has another source of payment there will be no cost to the Court for these evaluations.

D. Invoices & Payments.

The Contractor and the Court shall agree upon a standard billing format, to include invoice content, as well as supporting documentation to be provided to the Court with all monthly invoices. The Contractor shall submit all invoices to the Director by the 5th day of each month for all services rendered the previous month. On receipt, the Court will verify all information therein in a reasonable and timely manner and then forward the documentation to the Augusta-Richmond County Finance Department for payment processing.

E. Expertise of Contractor.

The 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, skill, and judgment to provide services in pursuit of the timely and competent completion of the Work undertaken by the contractor under this Agreement.

F. 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.

G. Contractor's Representative.

Patrick Waters, State Director and/or Elizabeth Syms, Area Director; shall be authorized to act on the Contractor's behalf with respect to the coordination of the Work, as the Contractor's designated representative.

H. Assignment of Agreement.

The Contractor covenants and 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 do so.

I. Responsibility of Contractor and Indemnification of the County/the 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, the County, 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, the county, 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 and the County, its members, officers, agents, employees and volunteers shall survive termination of this Agreement.

J. Insurance.

(1) Requirements:

The Contractor shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify the County against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the Contractor in performance of the work during the term of this Agreement. In addition, contractor shall indemnify and hold harmless Augusta Judicial Circuit Felony Adult Drug Court and Veteran's Treatment Court and the Richmond County Board of Commissioners and its agent, servants and/or employees from all claims, actions, lawsuits, damages, judgments or liabilities arising out the treatment services provided.

The CONSULTANT shall provide, at all times that this agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The CONSULTANT shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

- A. Workmen's Compensation Insurance – in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence.
- C. Property Damage Insurance – in an amount of not less than One Million (\$1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars.
- D. Valuable Papers Insurance – in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.
- E. Professional Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

County will be named as an additional insured with respect to Contractor's liabilities hereunder in insurance coverage's identified in items (b) and (c).

The policies shall be written by a responsible company(s), to be approved by the County, and shall be non-cancellable except on thirty-(30) days' written notice to the County. Such policies shall name the County as co-insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

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

(2) Reports and Information:

The Contractor agrees to;

1. Update Casework within 24 hours of court or change in status;
2. Update case notes and data monthly for Council of Accountability Courts quarterly reports;
3. Communicate with appropriate Accountability Court program before excusing a participant from testing and or attending group sessions;
4. Update Courts when there are changes to drug testing color line/frequency of drug testing;
5. Send monthly calendar of any non-testing days for the following month;

Send weekly reports with treatment recommendations including appropriate sanctions prior to court hearings; 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.

L. 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.

M. 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 Court 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 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 Felony Drug Court and Veteran's Treatment Court Practitioners, National Felony Drug Court and Veteran's Treatment Court Institute (1999).
- (4) The Contractor shall comply with all HIPAA and related laws and regulations dealing with releasing, sharing, 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.P.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 Felony Drug Court and Veteran's Treatment Court 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.

N. Licenses, Certifications and Permits.

The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits 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 services contracted for under this Agreement. All work performed by the Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals, i.e., licensed social workers, certified addiction counselors, licensed professional counselors, etc.

The Contractor must have or be in the process of obtaining under clinical supervision, a professional counseling certification or similar training related to alcohol and substance abuse and applicable insurance. Such certification (or training) and insurance must be maintained during the duration of the contract period. Such training must meet the Treatment Standards/Provider Qualifications as established and/or updated by Georgia's Council of Accountability Court Judges, incorporated herein by reference as **Exhibit "C"**.

If a provider in the employ of the Contractor is in the process of obtaining certification, he/she shall be responsible for maintaining requisite supervision by a licensed individual. Said supervisor shall be approved by the Felony Drug Court and Veteran's Treatment Court Program Coordinator and there shall be a confidentiality agreement between the Contractor and the supervisor.

The Contractor shall comply with all laws of the State of Georgia and United States, as well as treatment and social work and/or professional counseling ethical standards and shall maintain requisite certifications, licensures, and insurance necessary for delivery of services described herein and subject to the Court's approval.

The Contractor will have a history of service in the field of Felony Drug Court, substance abuse, knowledge of the criminal justice system, and an understanding of the Accountability Court concept.

O. Key Personnel.

The Contractor is responsible for maintaining the staff necessary for completion of the Work (i.e., Counselor's, Case managers (**see Exhibit "D"**), etc.). All of the individuals identified in Exhibit "B" are necessary for the successful execution of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Project Manager or members of the project team, as listed in **Exhibit "B"**, without written approval of the Court. The Contractor recognizes that the composition of this team was instrumental in the Circuit's decision to award the work to the Contractor and that compelling reasons for substituting these individuals must be demonstrated for the Circuit's consent to be granted. Any substitutes shall be 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. The Contractor shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the Court. 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, if applicable.

V. COVENANTS OF THE COUNTY

A. Right of Entry.

The Court shall provide for right of entry for Contractor and any necessary equipment in order for Contractor to complete the Work.

B. County's Representative.

The Superior Court Judge assigned to Drug Court or the Trial Court Administrator shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative.

VI. TERMINATION

A. Right to Terminate.

The Court shall have the right to terminate this Agreement for any reason whatsoever by providing written notice thereof at least five (5) calendar days in advance of the termination date. The Contractor shall have the same right to terminate this Agreement, including but not limited to the Circuits failure to pay the Contractor in a timely manner.

B. Cause or Other Performance Defect.

The Court shall also have the right to terminate this Agreement or any services noted herein for cause or other performance defect with forty-five (45) 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. Termination and Payment.

Upon termination, the Court shall provide for payment to the Contractor for services rendered and verified expenses incurred prior to the termination date.

D. Termination and Services.

Upon termination, the Contractor shall: (1) promptly discontinue all services affected, unless the notice directs otherwise.

E. Rights and Remedies.

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.

Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning County's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to County under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to County under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to County in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, County may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to County, and waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to County, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all County contracts for goods and services, except revenue producing contracts.

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. 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.

X. APPLICABLE LAW

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rule regulations, statutes and laws of the State of Georgia will control.

XI. CAPTIONS AND SEVERABILITY

The caption or head note 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.

XII. NOTICES

A. Communications Relating to Daily Activities.

All communications relating to the day-to-day activities of the Work shall be exchanged between the Superior Court Judge assigned to Drug Court, Accountability Court Director (or designee) for the Court and Designee for AmericanWorks, LLC. for the Contractor.

B. Official Notices.

All other notices, 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, unless a substitute address shall first be furnished to the other Parties by written notice in accordance herewith:

NOTICE TO THE COUNTY shall be sent to:

Paige Ford

Director of Accountability Court Programs

735 James Brown Blvd. Suite 2101

Augusta, GA 30901

NOTICE TO THE CONTRACTOR shall be sent to:

AmericanWork, LLC.

1727 Wrightsboro Rd, Suite B

Augusta, GA 30904

XIII. 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.

XIV. 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.

XV. 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 THE 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.

[THIS SPACE INTENTIONALLY 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

By: _____

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:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

EXHIBIT "A" – Key Personnel

The following individuals are designated as Key Personnel under this Agreement and as such are necessary for the successful execution of the Work: