173,044

### OFFICE OF THE GOVERNOR CRIMINAL JUSTICE COORDINATING COUNCIL

### State of Georiga

### SUBGRANT AWARD

JBGRANTEE: Richmond County

**IPLEMENTING** FEDERAL FUNDS: 147,087 AGENCY: Augusta/Richmond County **MATCHING FUNDS:** \$ 25,957 NOJECT NAME: Driving Under the Influence

JBGRANT NUMBER: A25-8-018 GRANT PERIOD: 07/01/24-06/30/25

is award is made under the Council of Accountability Courts Judges State of Georgia ant program. The purpose of the Accountability Court Grants program is to make ants to local courts and judicial circuits to establish specialty courts or dockets address offenders arrested for drug charges or mental health issues. This grant ogram is subject to the administrative rules established by the Criminal Justice ordinating Council.

is Subgrant shall become effective on the beginning date of the grant period, ovided that a properly executed original of this "Subgrant Award" is returned to the iminal Justice Coordinating Council by June 30, 2024.

### AGENCY APPROVAL

SUBGRANTEE APPROVAL

Jay Neal, Director

bus Heat

riminal Justice Coordinating Council

Date Executed: 07/01/24 Signature of Authorized Official

TOTAL FUNDS:

Date

Garnett L. Johnson

Mayor, Augusta-Richmond County

Typed Name & Title of Authorized Official

58-2204274-004

Employer Tax Identification Number (EIN)

\*

### TERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	01	1	07/01/24	9		**	A25-8-018
OVERRIDE	ORGAN	CLASS	PROJECT		VENDO	R CODE	
2	46	4		01			

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	Driving Under the Influence	624.41	\$ 147 087

### CRIMINAL JUSTICE COORDINATING COUNCIL State of Georgia – Accountability Courts

### **FY25 SPECIAL CONDITIONS**

1.	All project costs not exclusively related to activities of the funded accountability court must be approved with a Subgrant Adjustment Request, and only the costs of approved project-related activities will be reimbursable under the Subgrant Award.  Initials
2.	The subgrantee must submit Subgrant Adjustment Request #1 with the completed award package. The adjustment request is accompanied by a detailed project budget that itemizes all projected expenditures as approved by the Council of Accountability Court Judges (CACJ) Funding Committee. This initial SAR is part of the grant activation process and enables the CJCC to initiate the grant. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.  Initials
3.	The subgrantee must submit subsequent Subgrant Adjustment Requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 30 days prior to the end of the subgrant period.  Initials 4
4.	The subgrantee agrees that no funds shall be expensed outside of the approved budget. In addition, any funds spent under this subgrant award must be expended by the grant end date and not encumbered. Initials
5.	The subgrantee agrees that at least 25% of the awarded funds will be spent in the first quarter, 50% in the second quarter and 75% in the third quarter. If this condition is not met, any unused remaining funds from that quarter will be retained by the Council to be managed by the CACJ Funding Committee.  Initials
6.	Waivers for the above 25% expenditure requirement may be granted at the committee's discretion for the 1 <sup>st</sup> and 2 <sup>nd</sup> quarters only. If a waiver is granted, the funds held over to the next quarter must be spent in the next quarter. Initials
7.	This is a reimbursement grant. Requests for reimbursement must be made on a quarterly basis. Subgrant Expenditure Reports (SERs) are due 15 days after the end of the reporting period. SERs may be submitted monthly. SER submissions must be accurate and complete. Subgrantees should not submit incomplete SERs. Incomplete SERs will be considered late, and a 10% penalty will be assessed after expiration of a 10-day grace period. A failure to follow SER procedures outlined in these conditions and in the CACL Rules may subject a court to recission of a grant award as outlined in Article 4 of the Rules. Initials

- 9. Statistical and/or evaluation data describing project performance must be submitted to Council of Accountability Court Judges (CACJ) on a quarterly basis using the proscribed format provided to the Subgrantee. Failure to submit all requested data on a timely basis will result in the withholding of grant funds on this subgrant and/or any other subgrant administered by CJCC until compliance is achieved. If reports are not received, funds for subsequent quarters may be rescinded.

  Initials
- 10. The subgrantee certifies that 1) title to all equipment and/or supplies purchased with funds under this subgrant shall vest in the agency that purchased the property; 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes; and 3) once the project concludes and/or equipment is no longer utilized for its grant-funded purpose, the Criminal Justice Coordinating Council and the Council of Accountability Court Judges will be informed of the available equipment and determine its future use to assure it is utilized in furtherance of the goals and objectives of the grant program and the State of Georgia.
- 11. If your court uses a CSB/DBHDD enrolled provider for treatment and receives specific contracted funds for mental health and/or addictive disease treatment court services, these funds have been awarded provisionally. Prior to use, the court must meet with the CSB/DBHDD enrolled provider to determine what services are billable and are not being provided. These funds should only be applied to services that are not billable by the CSB/DBHDD enrolled provider. The court should work to enter into an agreement with the CSB/DBHDD enrolled provider that outlines billable and non-billable services. Initials
- 12. All drug, veteran, mental health, family, and DUI courts must use a validated assessment tool approved by the Council of Accountability Court Judges. All courts are required to use evidence-based treatment modalities. Initials
- 13. Subgrantees must comply with the training requirements as determined by the Council of Accountability Court Judges. All evidence-based training attendees will be required to sign and submit the CACJ Training Acknowledgement & Agreement Form upon registering for CACJ supported training sessions. The court shall implement the evidence-based treatment within 60 days of the training attendee achieving certification. Initials
- 14. All evidence-based training attendees that achieve certification are subject to fidelity monitoring by a CACJ treatment team staff member. Subgrantees shall provide treatment scheduling documentation to CACJ to support the fidelity visit and shall adhere to the policies and procedures outlined in the Model Fidelity Handbook for Evidence-Based Programs. Initials

- 15. Subgrantees in receipt of funds to support participant treatment are subject to fidelity monitoring by a CACJ treatment team staff member. Subgrantees shall provide treatment scheduling documentation to CACJ to support the fidelity visit and shall adhere to the policies and procedures outlined in the Model Fidelity Handbook for Evidence-Based Programs

  Initials \_\_\_\_\_\_\_
- 16. Subgrantees in receipt of funds to support internally provided, grant supported, evidence-based trainings must comply with the following: notify the CACJ of scheduled training sessions; enter into agreements with qualified evidence-based facilitators; submit a CACJ Training Acknowledgement & Agreement Form for each attendee to the CACJ prior to the start of training session; and provide the CACJ with documentation of each attendee achieved certification.

  Initials
- 17. CACJ may designate preferred vendors or suppliers of products or services that are either on state contract or with which the CACJ has an agreement or contract in place. Subgrantees may be required to utilize such contracts or agreements for designated products or services or be required to justify that their purchases are less costly.

  Initials
- 18. All subgrantee programs are subject to the jurisdiction of the Funding Committee of the CACJ by their acceptance a CACJ-awarded grant. Failure to comply with any of the special conditions contained within this document, by the authorized official, project officials, agents, and/or employees of this grant, will subject the program to the enforcement procedures outlined in Article 4 of CACJ Rules.

  Initials
- Subgrantees must follow all accountability court standards as approved by the Council of Accountability Court Judges. Initials
- 20. Medication-Assisted Treatment (MAT) is the use of medications in combination with counseling and behavioral therapies and is an effective treatment for substance use disorders (SUD), including opioid use disorders (OUD). The Americans with Disabilities Act (ADA) protects persons with OUD and SUD from discrimination for using lawfully prescribed medication. Subgrantees agree not to prohibit a program participant from accessing MAT services or from using lawfully prescribed MAT medication. This condition only applies to adult program participants.

  Initials
- 21. Subgrantees must abide by the Rules of the Council of Accountability Court Judges. Subgrantees are responsible for obtaining the current version of the Rules and ensuring that program activities operate in compliance with the Rules. The Rules, in their entirety, are incorporated herein by reference and compliance with the Rules is a condition of this grant. A failure to comply with the Rules may result in a referral to Section VIII of Article 4 of the Rules governing recission of grant awards after violations of special conditions or a referral under Article 8 governing compliance with the Rules, state standards, and Georgia law. Initials
- 22. The grantee acknowledges that funds provided under this grant award are state-appropriated funds and may not be accessible after the end of the grant period. The final reimbursement request under this award must be received by CJCC no later than July 15, 2025. In addition, if the grantee has not received payments for any prior reimbursements, the grantee must notify CJCC by June 15, 2025 or risk losing access to those funds.

### **SUBGRANT NUMBER:**

### **SPECIAL CONDITIONS**

23.	Initials
24.	Subgrantees must comply with the training attendance requirements as determined by the Council of Accountability Court Judges and as required by Article 10 of the CACJ Rules. Attendees will be informed of additional training attendance requirements during the training registration process for each training. CACJ expects that everyone who registers for training will be able to attend that training. To be good stewards of state funds, attendees must cancel training reservations as soon as a conflict, illness, or other circumstance arises that prevents them from attending the training. It is understood by CACJ that emergency situations occur. Emergency situations are considered the exception but not the rule. If these requirements are not met, any expenses incurred by CACJ may be de-obligated from the subgrantee in the form of a fee or other penalty. Funds de-obligated due to noncompliance with a training requirement will be retained by CACJ to be managed by the CACJ Funding Committee.  Initials
	The subgrantee agrees that all personnel charging time to this grant must maintain timesheets documenting hours for all work performed for pay, including both grant-related and non-grant related work activities. This includes work performed that is unrelated to an accountability court.  Initials
	The subgrantee understands and agrees that payments made by CJCC do not constitute final approval of submitted expenditures. Subsequent reviews, audits, or examinations may identify expenses that fall outside the grant scope or rules. In such cases, the subgrantee may be required to repay those funds.  Initials
noi	case be advised that failure to comply with any of the Special Conditions will result in material accompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination the Criminal Justice Coordinating Council.
Au	thorized Official Signature Date
Pri	nt Authorized Official Name Title

INT DATE: 05/22/24 IS DOCUMENT 3A

### CRIMINAL JUSTICE COORDINATING COUNCIL SUBGRANT ADJUSTMENT REQUEST FEDERAL GRANT #

ADJ REQUEST #: 1

PAGE 1 OF 2

REQUEST DATE: 6/3/24 UBGRANTEE: Richmond County SUBGRANT #: A25-8-018 ROJECT NAME: Driving Under the Influence  ${\tt X}$  REVISED BUDGET . . . . . . . . . . . . . . . . . . SECTION I ATURE OF ADJUSTMENT: PROJECT PERIOD AND/OR EXTENSION. Go To . . . SECTION II ark all that apply. PROJECT OFFICIALS/ADDRESSES. . . Go To . . . . SECTION III djustments of each type PROJECT PERSONNEL. . . . . . . . . Go To . . . . SECTION III GOALS AND OBJECTIVES . . . . . Go To . . . SECTION III hown should be entered n the section indicated. UST BE JUSTIFIED AND EXPLAINED THOROUGHLY IN SECTION IV. SECTION I. REQUEST FOR BUDGET CHANGE - JUSTIFY IN SECTION IV. CURRENT APPROVED REVISIONS +/-REVISED BUDGET PERSONNEL 173,044 -112.847112.847 EQUIPMENT 0 0 0 SUPPLIES 0 + 56,699 56,699 +3,498 +3,498 TRAVEL 0 0 PRINTING 0 OTHER 0 0 0 TOTAL 173,044 173,044 Federal \$ 147,087 147,087 Match \$ 25,957 25,957 ECTION II. REQUEST FOR CHANGE IN PROJECT PERIOD - JUSTIFY IN SECTION IV. CURRENT GRANT PERIOD REQUESTED GRANT PERIOD FOR EXTENSION, Start Date: 07/01/24 # OF MONTHS: Start Date: = End Date: End Date: 06/30/25 NOTE: The maximum extension request cannot exceed 12 months. ECTION III. REQUESTS FOR REVISIONS TO PROJECT OFFICIALS/ADDRESSES, PROJECT PERSONNEL, GOALS AND OBJECTIVES, AND/OR OTHER NON-BUDGET, NON-PERIOD CHANGES (JUSTIFY IN SECTION IV.)

None

INT DATE: 05/22/24
IS DOCUMENT 3A

### CRIMINAL JUSTICE COORDINATING COUNCIL SUBGRANT ADJUSTMENT REQUEST

PAGE 2 of 2

FEDERAL GRANT #

ADJ REQUEST #: 1

REQUEST DATE: 6/3/24

UBGRANTEE: Richmond County

SUBGRANT #: A25-8-018

ROJECT NAME: Driving Under the Influence

ECTION IV. JUSTIFICATION OF ALL REQUESTED ADJUSTMENTS, REVISIONS, AND/OR CHANGES

All requested adjustments in Sections I, II & III (page 1) must be justified in detail in this Section. Include item costs, descriptions, equipment lists, detailed explanations, and any other information that would further clarify and support your request for adjustment. Attach additional pages as needed.

Request to move grant funds as follows:

Personnel - \$86,890

Supplies - 56,699 (Drug Testing Assays)

Travel - 3,498

Total - \$147,087

Match Requirement = \$25,957 (Personnel category - Coordinators salary)

Total = \$173,044

BMITTED BY:				
gnature of Financial Officer or Proje	ect Director	Coordinat		6/3/a4 Date
CC ROUTING AND APPROVALS:	Approval	Disapproval	Reviewer	Signature
Reviewed By:				
Authorized By:	*			

### FY25 Operating Grant Budget Detail Award

Court Name

### **Richmond County DUI and Veterans Court**

A25-8-018

Budget Worksheet Category	Line Item		Total Budgeted
Personnel	Case Manager	38,902.00	
	CM Benefits	14,803.00	,,,,,,
ł.	LEO/Surveillance	15,480.00	
	LEO Benefits	2,137.00	
	LEO/Surveillance	13,680.00	
1	LEO Benefits	1,888.00	
	LEO/Surveillance	0.00	
	LEO Benefits	0.00	
Contract Services	Lab Tech/Collector	0.00	\$0
Drug Testing Supplies	Reagents "Typical"	46,199.45	\$56,699
	Reagents "Synthetic"	10,499.80	
Supplies /Other Costs			\$0
Equipment			\$0
			***
In State Training and Travel	2024 CACJ Conference	3,498.12	\$3,498
Transportation Funding			\$0
·			φυ
Total Budget:			\$147,087

Match:

\$25,957

**CACJ Funding Committee Notes: None.** 

Grand Total: \$173,04

### **DESIGNATION OF GRANT OFFICIALS**

LEGAL NAME OF AGENCY:	Augusta-Richmond County DVI & Veterans Court
PROJECT TITLE:	Driving Under the Influence
GRANT NUMBER:	A25-8-018
☐ Mr.	
X Ms.	
Crystal A. Page	
PROJECT DIRECTOR NAME (Type o	r Print)
	urt Coordinator - State Court of Richmond County
litle and Agency	
	Suite 4108, Augusta, GA 30901
Official Agency Mailing Address 706-849-3484	City Zip 706-849-3646
Daytime Telephone Number	Fax Number
cpage@augustaga.gov	
E-Mail Address	
☐ Mr.	
X Ms.	
Donna B. Williams	
FINANCIAL OFFICER (Type or Print)	
Finance Director/Augusta- Title and Agency	-Richmond County
535 Telfair Street, Suite	800. Augusta. GA 30901
Official Agency Mailing Address	City Zip
706-821-2334	706-821-2520
Daytime Telephone Number	Fax Number
DWilliams@augustaga.gov	
E-Mail Address	
X Mr.	
☐ Ms.	
_	
Garnett L. Johnson AUTHORIZED OFFICIAL (Type or Print	
Mayor, Augusta-Richmond	
Title and Agency	
535 Telfair St, Suite 20	0, Augusta, GA 30901
Official Agency Mailing Address	City Zip
706-821-1831	706-821-2835
Daytime Telephone Number	Fax Number
MayorJohnson@augustaga.go -Mail Address	V
T-IVIAN ANNIESS	

### CRIMINAL JUSTICE COORDINATING COUNCIL REIMBURSEMENT SELECTION FORM

SUBGRANT NUMBER: A25-	8-018					
AGENCY NAME: Augu	GENCY NAME: Augusta-Richmond County DUI & Veterans Court					
<ul> <li>MONTHLY (Requests for QUARTERLY (Requests</li> <li>SELECT A PROCESS FOR RECEDED IN A Voided check must be BANK NAME:</li> <li>BANK ROUTING NUMBER</li> </ul>	UBMITTING REIMBURSEMENTS (CHECK ONE BOX)  reimbursement are due 15 days after the end of the month)  for reimbursement are due 30 days after the end of the quarter)  CEIVING REIMBURSEMENT PAYMENTS (CHECK ONE BOX)  RANSFER (Reimbursements will be deposited into the bank account listed below.  attached to ensure proper routing of funds.)  ER:  LER:					
AGENCY CONTACT NAI AGENCY CONTACT TELEPHONE NUMBER: AGENCY AUTHORIZED OFFICIAL NAME AND TI AGENCY AUTHORIZED	ME:					
	Augusta-Richmond County, 535 Telfair St., Suite 800 Augusta, Georgia 30901					
ATTENTION:  AGENCY AUTHORIZED OFFICIAL SIGNATURE:	Finance Department					
OFFICIAL SIGNATURE:	Garnett L. Johnson Mayor, Augusta-Richmond County					
	For CJCC Use ONLY					
CJCC Auditor: Phone Number: Grant Award Number:						
GBI Entry Initial/Date:						

### PERSONNEL ACTION FORM

Date 7/	1123				
-/-	1912	Please	heck correct category		
Effective Date		Regular	Grant	1	
Location		Part-time	Seasonal		
		Temporary	Instructo	. 1	
NAME WAS	hington Vincent	M,1.}	Employee I.D.	1052	_
ADDRESS 99	31 Whipporwill	Cf Augu	StA, GA	30906	_
(") }.	street,	(apt) (City)	(State) (Zip)	(County)	1
MAILING ADDRESS				KIL	umoria
(Leave blank If same as above ORGANIZATION	KICHMOND Counts	Sheriff's	Office		-
	(Department name)	(P	rojecti	_	
DATE OF EMPLOYMENT	111193 RE-HIRE DATE	DATE OF BIRTH	08/36/64 PHON	(106)	198-3419
Name/Address/Zip Code	Previous				
Telephone/Location	New				ir d
Organization					
****************					
: Appointment	POSITION TITLE DEPUT	y	GRADE	**************************************	25, <b>16 X8</b> 0 2012.80 x 3 Q
Re-hire	ANNUAL & HOURLY PAY RATE	HR-25.16	REVIOUSLY EMPLOYED	YESNO	52, 332. °º
RATE CHANGE	ORG NO. & DEPT. NAME from		***************	************	,
FUND CHANGE			το	i	OTRAKE-
TITLE CHANGE	POSITION TITLE from		to		37.14
PROMOTIONTRANSFER	ANNUAL & HOURLY PAY RATE from		_ to		
_ DEMOTION	EXPLANATION				
PT/TEMP to FULL-TIME					
	Releasing Dept. Signature	epartment for approval bel	(transfers	only)	
	POSITION TITLE	PENSI	ON VESTEDYES	_NO	
	ANNUAL & HOURLY PAY RATE	AL DUE_	COMP DUE		
	DID EMPLOYEE GIVE NOTICE? YE	S NO How muse	h notice?		
RETIREMENT	WOOLD TOO KEHIKE?YESN	NO If no, explain?	n noticer		
FOR HUMAN RESOURCES/PAYRO	LL USE ONLY:		*************	***************************************	
INCUMBENT	PENSION DATE				
EEOC FUNCTION	REVIEW DATE	(DEPAR	TMENT HEAD)		
CLASS CODER	DVERTIME				
PROBATION YES NO	INC. IDANCE NATIONS	(HUMA)	N RESOURCES DIRECTOR)		
LEAVE BENEFITS _YES _ NO O	THER RETIREMENT FICA/MEDICAL	RE JEINANG	Z RISCOTANI		

### Richmond County Accountability Court Program Richmond County State Court

### MEMORANDUM OF UNDERSTANDING FOR SUBSTANCE ABUSE TREATMENT PROVIDER

This MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is entered into between the Richmond County Accountability Court Program (hereinafter "RCAC") and A. Bells Counseling (hereinafter "Provider") on this 3<sup>rd</sup> day of January, 2023. The purpose of this MOU is to create an agreement between the Accountability Court and the Provider to provide an extensive and intensive outpatient treatment program, and related services as designated below, for referred substance abusing/chemically dependent adult offenders.

WHEREAS, the Accountability Court operates in Richmond County and wishes to provide substance abuse treatment services to chemically dependent adult offenders; and

WHEREAS, the Provider agrees to provide the services as described herein according to the terms and conditions set forth herein; now

THEREFORE, the Parties mutually agree as follows:

### ARTICLE I - SCOPE OF SERVICES:

- 1. <u>Individualized Clinical Assessment</u>: The Provider shall administer an industry-standard clinical assessment to each chemically dependent offender mandated into the DUI/Veterans Court Program. The Addiction Society of Addiction Medicine Criteria should be used to determine the offender's level of care. At a minimum, the assessment shall include a bio-psychosocial assessment and a face-to-face interview conducted by an individual who meets the requirements as outlined by Judicial Council of Georgia, Standing Committee on Accountability Courts Treatment Standards.
  - a. Time and Location of Assessments: The Provider will complete individualized clinical assessments at the Provider's office, at an appointed time and date. Assessments will be completed within seven days of the court intake date.
- 2. Treatment Plan: As part of the clinical intake process, the Provider shall develop a treatment plan with measurable goals and objectives and share the plan with the DUI/Veterans Court Program staff via Connexis Cloud, or other designated case management database within seven days of the assessment.
- 3. <u>Data Entry</u>: Treatment Provider will enter data for each participant in the DUI/Veterans Court database.

a. Provider will provide the Case Manager with updated, bi-weekly status notes from the previous weeks' treatment attendance by Monday at 9:00 am by the dates provided by the Case Manager or Coordinator.

b. The Provider shall enter weekly, all support group meeting attendance, drug screens, written assignments, and any other treatment activity into the program's case management system.

c. DUI/Veterans Court treatment fees are paid directly to the provider for services.

- d. Provider will collect drug screen fees and maintain an acceptable payment recording system of collections and forward these payments along with documentation indicating the number of screens done and the amount of fees collected on a monthly basis. A check will be forwarded to Richmond County State Court/Accountability Court by the 15th of every month.
- 4. Outpatient Treatment Program: The Provider shall offer all DUI/Veterans Court clients a clinically sound, highly structured multi-phase treatment program consisting of a minimum of 120 treatment hours (unless otherwise indicated and agreed upon as a result of the clinical assessment) distributed as follows:

### Phase One:

16 weeks with two group sessions per week, ninety minutes per session. Minimum clinical treatment time: 48 hours.

### Phase Two:

Twelve weeks with one group session per week, 60 minutes per session. Minimum clinical treatment time: 12 hours

### Phase Three:

Twelve weeks with one group session per week, 60 minutes per session. Minimum clinical treatment time: 12 hours.

### Phase Four:

Eight weeks, one group session bi-weekly, 60 minutes per group session. Minimum clinical treatment time: 4 hours.

### Aftercare:

- Minimum 90 days (no treatment unless it is determined that the individual requires additional treatment. Individuals may voluntarily continue treatment free of charge.
- 5. Content of Group Treatment Sessions: Group treatment sessions shall consist of evidenced-based Treatment Programs in a didactic education and cognitive behavioral treatment in group therapy such as:
  - Prime for Life
  - Prime Solutions
  - Seeking Safety
  - Motivational Interviewing
  - Matrix Model
  - Trauma Recovery and Empowerment Mode

- 6. <u>Duration of Treatment</u>: The Provider agrees to deliver appropriate treatment services to the client until the client completes the DUI/Veterans Treatment Court Program.
- 7. Structure of the Group Sessions: Treatment sessions shall be designed to ensure all participants are receiving treatment in an organized and professional setting.
- 8. <u>Time of Delivery of Treatment Sessions:</u> Groups will be operated on a schedule determined by the Provider, and in agreement with the DUI/Veterans Court.
- 9. Additional Services: The Provider shall also provide individual counseling on an asneeded basis and client will be charged for any additional sessions unless otherwise directed by the Provider. The Provider may also offer refer clients for family counseling, gender-specific counseling, domestic violence counseling, and job readiness training.
- 10. <u>Clinical Supervision</u>: The Provider shall provide for clinical supervision of the counseling staff and substance abuse treatment component of the program to include providing access to training, ensuring treatment staff is certified as required by the State of Georgia, and in compliance with policy and procedures of the Richmond County DUI/Veterans Court Programs.
- 11. <u>Inpatient and Residential Treatment Services:</u> The Provider shall assist the DUI/Veterans Court in accessing inpatient services as needed.
- 12. <u>Psychological and Psychiatric Services:</u> The Provider will refer clients with suspected psychological or psychiatric issues, other than substance abuse/chemical dependency issues, to a treatment referral source and will communicate such suspected issues to the DUI/Veterans Court Team.
- 13. Minimum Requirement for Drug Screening: The Provider will conduct random and scheduled drug testing. Drug testing shall be directly observed by a licensed/certified medical professional or an approved authorized, same sex official. The Provider further agrees to follow drug testing policy and procedures adopted by the DUI/Veterans Court Team. The Provider will notify the DUI/Veterans Court Case Manager and/or Coordinator of a positive drug screen via the Positive Screen Specimen report. Exceptions are those clients who the court has deemed high risk and in these cases the provider shall notify the Case Manager and/or Coordinator immediately via email, text or phone call.
- 14. Access to DUI/Veterans Court Client Treatment Files: The Accountability Courts Judge, Coordinator and Case Manager and other designated DUI/Veterans Court staff as approved by the Judge are permitted to have full access and review DUI/Veterans Court client files upon request.

15. Minimum Number of Clients Enrolling in Provider's Treatment Program: The DUI/Veterans Court makes no assurances as to any minimum number of clients to be referred to the Provider.

### ARTICLE II - MODIFICATIONS:

Modifications to this MOU may be made at any time during the duration of this agreement, but only pursuant to a written agreement specifying those modifications and signed by the parties to this agreement.

### ARTICLE III - NOTICE:

Any notice given pursuant to this MOU shall be delivered, by mail or in person, to the DUI/Veterans Court Accountability Courts Coordinator at 735 James Brown Blvd., Suite 4108, Augusta, Georgia 30901 and shall be considered due notice upon the actual date of delivery.

### ARTICLE IV - PAYMENT FOR SERVICES:

- 1. <u>DUI/Veterans Court Payment Terms during Client Involvement in Provider's Treatment Program:</u> In consideration for the performance of services set forth in Article I above, the Provider shall receive compensation directly from the DUI/Veterans Court participants. The clinical assessment fee is due at the time of assessment. The treatment fees are due at the time services are rendered until program completion. Fees for additional services, such as drug screens, are due at the time service is rendered.
- 2. <u>Treatment Scholarships</u>: Pending availability of funds, the DUI/Veterans Court Team may provide treatment scholarships for participants. The Provider shall be compensated for services provided under a treatment scholarship as follows:

a. One-time Clinical Assessment \$50.00

b. Weekly Group Therapy Fee \$40.00 (SAMHSA)

c. Weekly Group Therapy Fee \$25/\$35 (Court)

3. Payment Schedule: The provider will invoice the DUI/Veterans Court on a monthly basis by the 15<sup>th</sup> of each month for approved reimbursable expenses to include participants awarded treatment scholarships, 1 part- time laboratory technician, 50% of salary for additional lab technician, any grant related expenses provided such as State mandated clinical assessments not included in the Provider's protocol of assessment services provided. Invoices shall be emailed to <a href="mailto:cpage@augustaga.gov">cpage@augustaga.gov</a> or mailed to:

Richmond County State Court
James H. Ruffin Augusta Judicial Center
Accountability Court Office/Attn: Crystal Page
735 James Brown Blvd., Suite 4108
Augusta, Georgia 30901

Payments shall be made to:

A. Bells Counseling P. O. Box 16578 Augusta, Georgia 30919 Phone: 706-736-0299

Compensation Contingent upon Availability of Funds: All parties to this MOU
understand that compensation to the Provider for the delivery of the contracted services
for participants is contingent upon the availability of funding.

### ARTICLE V - REPORTING AND COMPLIANCE:

- 1. The Provider shall provide the appropriate representative to attend twice-monthly staffing, court sessions, conferences and training seminars.
- 2. The Provider shall be required to provide the Accountability Courts Coordinator, on a regular basis as determined by the DUI/Veterans Court, client specific information to be utilized by the Coordinator and/or Case Manager to monitor assessments, treatment compliance, and produce reliable outcome measures. At a minimum, the Provider shall collect and report to the DUI/Veterans Court the following data:
  - a. Risk Assessment date and type;
  - b. ASAM level of care screening date;
  - c. Treatment start date;
  - d. Medical session type (MAT, psychiatrist, etc.) and date;
  - e. Crisis Intervention episode date;
  - f. Treatment Names and number of clients completing each level of treatment and number of hours of treatment completed;
  - g. Treatment session date, type, duration and attendance;
  - h. Date of each individual client drug screen (document in case management system)
  - i. A list of drug-types that were tested for each individual client by date;
  - j. The type of drug screening tool for each individual client by date;
  - k. The results of each drug screen for each individual client by date; and
  - 1. Approved medications and entered into case management system.
  - m. Bi-weekly progress updates to the DUI/Veterans Court Team on active program clients.
- 3. The Provider will utilize Connexis Cloud, or other designated case management database, to report items a-m above. The Accountability Courts Coordinator and/or Case Manager is responsible for training the Provider and its designated representatives on the appropriate use of the database.
- 4. The Provider will utilize generally accepted accounting practices to support all disbursements, including maintaining invoices (or other documentation) and bank statements.

### ARTICLE V - REPORTING AND COMPLIANCE (CONT'D):

- 5. The services delivered by the Provider under the terms of this MOU shall meet the minimum standards for providing substance abuse treatment services set forth by the Georgia Department of Behavioral Health & Developmental Disabilities (DBHDD).
- 6. The Provider shall abide by the laws and regulations of the State of Georgia, Richmond County, the Richmond County State Court, and the Richmond County DUI/Veterans Court Program.
- 7. The Provider understands that the services of this MOU cannot be subcontracted or assigned to other providers without written consent of the DUI/Veterans Court Judge or his/her designee.
- 8. The Provider shall permit monitoring of group Treatment Sessions for compliance with the terms of this MOU. The Provider shall obtain appropriately signed forms that allow for the release of client information to the DUI/Veterans Court Team.
- 9. Non-Exclusive Agreement: DUI/Veterans Court is permitted to solicit and secure similar services as those provided by the Provider that are deemed to lie in the best interests of the DUI/Veterans Court and the DUI/Veterans Court participants.

### ARTICLE VI - PERSONNEL:

- 1. The Provider shall provide the DUI/Veterans Court with qualified, trained, experienced staff to meet the challenges faced by the criminal justice/substance abuse population, and provide proper documentation to support qualifications upon hire.
- 2. The Provider shall provide for clinical supervision of the counseling staff and substance abuse treatment component of the program to include that all staff providing clinical supervision shall have the appropriate credentials as required by the State of Georgia.
- 3. Assessments for substance abuse and other treatment shall be conducted by appropriately trained and qualified professional staff, using standardized assessment tools. See page 10 (ADDENDUM) for approved assessments as outlined in the Council of Accountability Court Judges Adult DUI/Drug Court Standards (Revised 2016).
- 4. Provider must designate a substance abuse professional who will be responsible for providing direct treatment services. This person will be qualified and knowledgeable about the DUI/Veterans Court program and its participants. This person will attend weekly staffing, court sessions, graduations, administrative meetings, conferences, and training seminars.
- 5. Treatment staff who are working toward certification as a substance abuse professional may provide counseling services, provided that they are working under the clinical supervision of a professional who has one of the following credentials:

### ARTICLE VI - PERSONNEL (CONT'D):

- a. **CAP**: Certification in addiction psychiatry by the American Board of Psychiatry and Neurology
- b. NAADAC I, NAADAC II, NAADAC MAC (Master Addiction Counselor): Certification by the National Association of Alcoholism and Drug Abuse Counselors Association
- c. APA-CP: Certification of Proficiency in the Treatment of Alcohol and Other Psychoactive Substance Use Disorders from the American Psychological Association's College of Professional Psychology
- d. Licensure under O.C.G.A. Title 43: as a physician, psychologist, professional counselor, social worker, marriage and family therapist, advanced practice nurse, registered nurse with bachelor's degree in nursing, or certification as an employee assistance professional, AND
  - i. documentation of at least 3,000 hours of clinical experience in the treatment of persons who are addicted to alcohol or other drugs, and
  - ii. documentation of the completion of at least 20 hours of continuing education in the field of substance abuse, with not more than five of these hours consisting of in-service training, in the two-year period prior to application.
- 6. As required by State law, Treatment providers offering services at ASAM level II.I or higher must be licensed by DBHDD's Office of Regulatory Services as a drug abuse treatment program.
- 7. The Provider is responsible for the operating costs of Provider's program, including, but not limited to, salaries, benefits, unemployment and workers' compensation insurance if required by law, travel, training, supplies, rent and utilities. If applicable, training, travel laboratory supplies and program office supplies will be reimbursed by the court.
- 8. The Provider representative must be available to attend training and conferences provided by the Council of Accountability Court Judges or the National Association of Drug Court Professionals.
- 9. Employees providing services pursuant to this MOU are employees of the Provider, and neither the DUI/Veterans Court nor Richmond County shall be responsible for the administration, management, or supervision of the Provider's employees.

### ARTICLE VII - INDEMNIFICATION:

The Provider agrees that Richmond County, the DUI/Veterans Court, or Court Administration, and each judicial official, officer, and employee thereof shall not be liable for and shall be indemnified and held harmless from any liabilities, obligations, claims, damages (including but not limited to civil or criminal penalties), litigation costs and expenses (including reasonable attorney's fees and expenses), imposed on, incurred by or asserted against Richmond County,

### ARTICLE VII - INDEMNIFICATION:

the DUI/Veterans Court, or Court Administration, and each judicial official, officer, and employee thereof for any reason whatsoever (including but not limited to accident or other occurrence causing injury or death, sickness or diseases to any person, or damages to or destruction of property) pertaining to this MOU or arising out of the activities of the Provider under this MOU.

### ARTICLE VIII - NO PERSONAL LIABILITIES

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 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 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.

### ARTICLE IX - INSURANCE:

The provider shall provide proof of and maintain insurance as listed below:

- 1. Comprehensive General Liability, Bodily Injury, and Property Damage Liability;
- 2. Professional Liability; and
- 3. Worker's Compensation (if required by law)

Certificates of such insurance shall be furnished to the DUI/Veterans Court at its request.

### **ARTICLE X - RENEWAL & TERMINATION:**

The terms of this MOU shall remain effective until terminated by one of the said Parties. Either Party may terminate this MOU, with or without cause, by giving the other Party at least thirty (30) days written notice of termination. This MOU shall be terminated on the date specified in the notice of termination.

### ARTICLE XI - INDEPENDENT CONTRACTOR:

The Provider understands that the terms and conditions of this MOU do not create any employment relationship with or between Richmond County, the DUI/Veterans Court, or Richmond County Court Administration.

### ARTICLE XII - RESPONSIBILITIES OF THE ACCOUNTABILITY COURTS COORDINATOR:

The Accountability Courts Coordinator shall serve as the MOU administrator for the DUI/Veterans Court. The Accountability Courts Coordinator shall be responsible for monitoring the Provider's performance, reviewing all invoices submitted by the Provider for payment for treatment services, reviewing all referrals made by the Provider to outside treatment services, and reviewing all outcome data provided by the Provider.

The Coordinator may be reached at:

Accountability Courts Coordinator John H. Ruffin Judicial Center 735 James Brown Blvd., Suite 4108 Augusta, GA, 30901 Phone: 706-849-3484

Fax: 706-849-3646

### ARTICLE XIII - CONFIDENTIALITY:

The parties of this MOU agree to take all necessary precautions to abide by HIPAA regulations to protect all internal or proprietary documents concerning DUI/Veterans Court and other participating service providers. The DUI/Veterans Court and the Provider acknowledge that in receiving, storing, processing, sharing or otherwise using or dealing with any information, the Provider and its employees are fully bound by all Federal and State laws and regulations that govern and guarantee the treatment rights and confidentiality of individuals receiving substance abuse treatment services. The Provider shall obtain appropriately signed forms allowing for the release of information that may be necessary for the Provider to conform to the requirements of the DUI/Veterans Court's and Provider's participating tracking system.

### ARTICLE XIV - EQUIPMENT COSTS AND OFFICE SPACE:

The Provider shall supply, at its own expense, all equipment, tools, materials and/or supplies required to deliver treatment services contracted herein, unless otherwise agreed upon.

### ARTICLE XV – RICHMOND COUNTY DUI/VETERANS COURT FURTHER AGREES TO:

- 1. Follow up with referrals to confirm compliance and provide swift resolution to Provider concerns.
- 2. Support the Provider to determine any issues or concerns with participant onsite behavior, and related matters that are conveyed to the DUI/Veterans Court Team.
- 3. Comply with HIPAA regulations, maintain confidentiality, and preserve information integrity and security within legal parameters in sharing data with the DUI/Veterans Court and partnering agencies.
- 4. Provide information regarding Accountability Court competencies training necessary to continue a cooperative network and ensure the successful operation of the program, including invitations to participate in planning and evaluation meetings.

### ARTICLE XV – RICHMOND COUNTY DUI/VETERANS COURT FURTHER AGREES TO (CONT'D)

- 5. Provide the Provider with drug testing kits to be used exclusively with DUI/Veterans Court clients.
- 6. Provide swift sanctions on all acts of noncompliance in regard to use of Provider facilities.
- 7. Provide informational updates as applicable to participant needs and program development.
- 8. Provide a part-time laboratory technician not to exceed 30 hours per week.
- 9. Provide computer, printer, and bar code equipment as needed for managing testing of urine samples.
- 10. Provide examination gloves and collection cups needed for proper handling of urine samples.
- 11. Provide additional supplies as agreed upon between the Provider and DUI/Veterans Court Coordinator.

### ARTICLE XVI - PERSONNEL (ADDENDUM):

### 2. Assessment for Risk of Recidivism and Need for Treatment

- 2.1.1 Recommended tools may include but are not limited to: Level of Service Inventory-R (LSI-R); NEEDS Assessment; LSI/CM; Texas Christian University, Substance Abuse II (TCUDS); Addiction Severity Index-Drug Use Subscale (ASI-Drug); Substance Abuse Subtle Screening Inventory-3 (SASSI-3); Brief Jail Mental Health Screen, National GAINS Center.
- 2.1.2 Further clinical assessments will be made as outlined below.
- 2.2 Appropriate assessment instruments are actuarial tools that have been validated on a targeted population, are scientifically proven to determine a person's risk to recidivate, and are able to identify criminal risk factors that, when properly addressed, can reduce that person's likelihood of committing future criminal behavior.

### 3. Level of Treatment

3.1 DUI/Drug courts will offer an appropriate level of treatment for the target population which matches participant risk of recidivism and treatment needs with an appropriate level of treatment and supervision. Ideal program duration should be 12-18 months. DUI/Drug courts will provide referrals for appropriate levels of care based on the participant's progress or lack thereof.

### Level of Treatment (Cont'd)

- 3.1.1 Recommended tools: ASAM Patient Placement Criteria for the Treatment of Substance-Related Disorders (PPC-2R).3
- 3.2. Assessment tools should also be suitable for use as a repeated measure.

IN WITNESS WHEREOF, the parties below have caused this Memorandum of Understanding to be executed:

ellie K. McIntyre/

Chief Judge

Richmond County State Court

Crystal A. Page

Accountability Court Coordinator Richmond County State Court

Renee Bell, M.Ed., NCC, LPC, MAC

Owner

A. Bells Counseling

USA Georgia

DRIVER'S LICENSE

080560 DL NO. 049106079 DOB 08/06/1963 EXP 08/06/2025 BARSARA RENEE BELL

502 TUDOR BR GROVETCIVNI GA 30813-5836 COLUMBIA Restrictions A End NONE (se: 07/28/2017

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STATE OF GEORGIA BRAD RAFFENSPERGER, Secretary of State

omposite Board of Professional Counselors, Social Workers, and Marriage and Family Therapists LICENSE NO. LPC002869

- B. Renee Bell

# PO Box 16578. -Augusta GA 30919

1770 30 **Professional Counselor** 

EXP DATE - 09/30/2024 Status: Active Issue Date: 01/08/1999

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

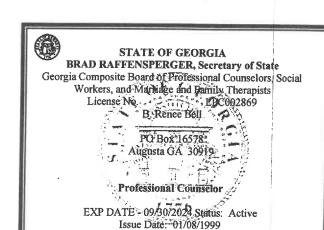
Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.ga.gov/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing 237 Coliseum Drive Macon GA 31217

Phone: (404) 424-9966 www.sos.ga.gov/plb

B. Renee Bell 502 Tudor Branch Grovetown GA 30813





Fakional Board for Certifies that Counselors, Inc

### Barbara Renee Bell

has successfully met the professional addictions counseling standards established by the Woard and in so doing has earned recognition as a

Master Addictions Counselor...(MAC.)

46395

Certificate Number

04/21/2007

Certification Date

THE CONTROL OF STATE OF STATE

Market My Dollar

Chairperson

10/31/2025

Expiration Date



Sakional Board for Certifies that Counselors, Inc.

## Barbara Renee Bell

has successfully met the professional counseling standards established by the Wourd and in so doing has earned recognition as a

National Certified Counselor... (NCC.)

46395

Certificate Number

04/18/1998

Certification Date

Manual M

Chairpersan

08/31/2028

Expiration Bate

# Center for Credentialing & Education, Inc.

hereby certifies that

### Barbara Renee Bell

has successfully met the professional supervision standards established by CCE and

Approved Clinical Supervisor (ACS)

in doing so has earned recognition as a:

MOITADUA AND CONTROL OF THE CONTROL SEAL

Certificate Date 10/28/2020 Certificate Number

ACS-3149

Center for Credentialing & Education

10/31/2025

**Expiration Date** 

## American Substance Abuse Professionals®

Hereby certifies that

### **Kenee Bell**

has satisfactorily completed training in

## Substance Abuse Expert Qualification

7005) has approved this course for 20 CE hrs. EACC has approved this for 20 PDHs. The date below indicates the satisfactory This program meets the SAE requirements of 10 CFR Part 26.187. The National Association of Social Workers (886388534completion of this course and exam.

CEO, President American Substance Abuse Professionals®

2023-12-30

