

State Court Accountability  
Courts



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

Ashanti L. Pounds  
STATE COURT JUDGE

Crystal Page, Coordinator  
(706) 849-3484

## AGREEMENT

**THIS AGREEMENT** is effective as of the 30<sup>th</sup> day of September, 2023, by and between **AUGUSTA-RICHMOND COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Augusta-Richmond County Board of Commissioners ("County") in conjunction with State Court of Richmond County (Adult DUI, Drug, Mental Health, and Veterans Treatment Courts) and **Dr. Mark Melton dba Melton Consultants and Investments, LLC** (herein "Contractor", collectively referred to as the "Parties."

This Agreement constitutes the entire understanding between The State Court of Richmond County Accountability Courts (RCAC) and **Dr. Mark Melton** for the services of RCAC DUI Program Grant Program Coordinator and shall not be modified or altered in any way without the express written agreement of all parties.

### WITNESSETH THAT:

**WHEREAS**, the County and the State Court of Richmond County Accountability Courts desire to obtain a Contractor to provide services generally described as a Treatment Contractor (the "Work"); and

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

**WHEREAS**, the Contractor has represented that she/he is qualified by training and experience to perform the Work; and,

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

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

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

#### I. SCOPE OF SERVICES AND TERMINATION DATE

##### A. Project Description

SAMHSA Grant RCAC DUI Program Evaluator

##### B. The Work

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

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

#### RCAC DUI Program – Grant Evaluator

The Contractor shall provide the following services:

1. Provide a multi-tier external evaluation for the SAMHSA Treatment Durg Courts awarded to RCAC DUI Program.
2. Assist Grant Project Director with all formative and outcome measures.
3. Participate in staff meetings and training if required by the Judge or Coordinator.
4. Work with Project Director to implement the data collection plan and collection and reporting of SAMHSA GPRA measures.

### **III. COMPENSATION AND METHOD OF PAYMENT**

#### **A. Grant Evaluator**

The Contractor shall be compensated in the amount of \$3,750 per month, with maximum compensation not to exceed \$45,000 annually. Compensation is specifically for grant evaluator services provided for the Accountability Court Programs.

Payment shall be made monthly in the amount as detailed in section one of the document, payable in arrears on the last day of each month throughout the term of this Agreement. Should this Agreement be terminated prior to the expiration of the term set forth above, then payments will be made through the date of termination, and the amount of the monthly payment for any partial month shall be prorated on a per day basis for that month.

Contractor acknowledges that that the dollar amount is subject to change due to availability of funds and the Court agrees that they will provide a 30-day notification of the change if changes are necessary.

#### **B. Prompt Payment Act**

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

### **IV. COVENANT OF CONTRACTOR**

#### **A. Expertise of Contractor**

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

The Contractor will provide the Court with the appropriate qualified, trained, or experienced, certified, and licensed staff and/or sub-contractors to meet the challenges faced by the criminal justice substance abuse and mental health populations and shall provide the proper documentations to support qualifications. At a minimum, all individual therapy staff will be required to have a license or actively working towards licensure in the field of counseling or substance abuse. Where applicable, all staff who facilitate group sessions will have been trained and certified according to the curriculum that is being facilitated.

#### **B. Court's Reliance on the Work**

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

#### **C. Assignment of Agreement**

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

#### **D. Responsibility of Contractor and Indemnification of Court**

The Contractor covenants and agrees to take and assume all responsibility for the services rendered in connection with this Agreement.

## H. Conflicts of Interest

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

## I. Confidentiality

Contractor acknowledges that it may receive confidential information of the Court and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions, or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the Court.

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

- (1) The Contractor shall not disclose to anyone or any entity other than the designated Court Staff or other court-approved individuals, any description or information concerning the work produced as a result of this AGREEMENT without written permission of the State Court.
- (2) The Contractor acknowledges that in receiving, storing, processing, sharing, or otherwise using or dealing with any treatment information, the Contractor is bound by all Federal and State laws and regulations that govern and guarantee the treatment rights of individuals receiving substance abuse treatment services.
- (3) The Contractor shall comply with all HIPAA and related laws and regulations dealing with releasing and 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.F.R. § 164.504(e)(2)(i)(A), (e)(4), and all other current or future applicable laws or regulations. Nothing in this Agreement shall be deemed to authorize The Contractor to use or disclose Protected Health Information in violation of any applicable law or regulation, including but not limited to HIPAA privacy rules at 45 C.F.R. § 164.501, et seq.
- (4) The Contractor shall obtain appropriate releases/waivers before releasing a participant's treatment information.
- (5) 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.
- (6) The Contractor shall maintain confidentiality of the Accountability Courts participants separate from information on participants in any of its other programs at all times, regardless of relationship or family involvement among these participants. All confidentiality laws related to obtaining appropriate releases/waivers shall be followed by all concerned parties should information need to be disclosed for treatment purposes.

(7)

**IX. WAIVER OF AGREEMENT**

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

**X. SOVEREIGN IMMUNITY**

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

IN WITNESS WHEREOF the County and the Contractor have executed this Agreement effective as of September 30, 2023, the date of the receipt of SAMHSA grant funds to Richmond County State Court Accountability Court Program, The Chairman executes this Agreement on behalf of the County.

CONTRACTOR

Mark A. Melton

Print Name

By:

Signature

Its:

[CORPORATE SEAL]

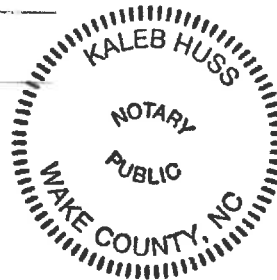
SIGNED, SEALED, AND DELIVERED

In the presence of:

Witness

Notary Public

[NOTARY SEAL]



My Commission Expires April 3, 2028

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: