

## AGREEMENT FOR SERVICE

**CONSULTANT: Dr. Kenneth A. Ray, DBH, MEd  
PO Box 1481 Ashland, KY 41105**

This AGREEMENT, is made and entered into by and between the Fulton County Sheriff's Office hereafter "Sheriff" and Dr. Kenneth Ray hereafter the "CONSULTANT," pursuant to authorization by the SHERIFF.

WHEREAS, the SHERIFF, requires professional expert services described in "Exhibit A" to this Agreement;

WHEREAS, the CONSULTANT is qualified and willing to provide all required and mutually agreed services, as required by the SHERIFF, upon the terms and conditions hereinafter provided and in consideration for the fees set forth herein;

NOW THEREFORE, in full and sufficient consideration for the mutual undertakings herein set forth, the parties agree as follows:

### **I. SERVICES PROVIDED**

The CONSULTANT agrees to perform the services described in "Exhibit A," attached hereto.

### **II. WARRANTY**

The CONSULTANT warrants that he has the requisite qualifications, experience, professional skills and companies to complete performance of this Agreement.

### **III. TERM OF AGREEMENT**

The Term of this Agreement shall be from January 1, 2022 through December 31, 2024. The SHERIFF or the CONSULTANT may terminate this agreement at any time, provided for 30 days written notification of either party. The agreement may be extended by mutual agreement for a period not to exceed one year. Notification to cancel shall be made to the SHERIFF by U.S. Mail and electronic mail to the SHERIFF via Roderic Terrell, Fulton County Sheriff's Office, Justice Center Tower, 185 Central Avenue, N.W. 9th Floor, Atlanta, Georgia 30274, [roderic.terrell@fultoncountyga.gov](mailto:roderic.terrell@fultoncountyga.gov).

### **IV. CONTRACT AMOUNT AND PAYMENT**

All charges shall not exceed \$160,000 per annum for the term of the Agreement for the agreed scope of work. CONSULTANT shall submit monthly invoices to the SHERIFF via email to Roderic Terrell, Fulton County Sheriff's Office, [roderic.terrell@fultoncountyga.gov](mailto:roderic.terrell@fultoncountyga.gov) that include CONSULTANT fees and expenses for the preceding month. The SHERIFF agrees to remit to the CONSULTANT payment for each invoice with 30-days of receipt to the address below:

**Dr. Kenneth A. Ray  
RJS Justice Services  
PO Box 1481, Ashland, KY 41105-1481  
Email: [ken@co.risijusticeservices.com](mailto:ken@co.risijusticeservices.com)**

**V. INDEPENDENT CONSULTANT**

CONSULTANT is an independent CONSULTANT for all purposes arising out of this Agreement and not an employee of the SHERIFF or any related governmental entity. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of employer and employee, or principal and agent, or of partnership or of joint venture or any relationship between the parties hereto other than that of independent CONSULTANT and SHERIFF. CONSULTANT acknowledges that he is not entitled to any benefits arising from this Agreement other than the compensation described in Section IV.

**VI. CONSULTANT SUBCONSULTANTS**

The SHERIFF understands and agrees that the CONSULTANT has the independent and sole discretion to retain one or more qualified subconsultants as the CONSULTANT determines is necessary to effectively complete the work requirements of this agreement. The SHERIFF also understands that subconsultant(s) of the CONSULTANT works and performs all contracted services at the sole discretion and direction of the CONSULTANT. The CONSULTANT agrees to pay subconsultant professional fees and travel expenses for services rendered under this agreement.

**VII. CONSULTANT ACCESS TO INFORMATION**

The SHERIFF agrees to provide the CONSULTANT complete and timely access to all information, data, personnel, documents, records, electronic data bases, facilities, and other information needed by the CONSULTANT for fulsome completion of the contracted work. Information shall include access to electronic health records information and data, and electronic jail manage system information and data. The CONSULTANT agrees to maintain strict confidentiality with all information received and agrees not to disclose any said information to any person without explicit and written authorization by the SHERIFF.

**VIII. NON-DISCLOSURE**

The parties agree that during performance under this Agreement, the parties may disclose to one another information, including, but not limited to, security matters, security concepts, security procedures, staff information, materials, budgets, and research and development (collectively "Confidential Information"). Confidential Information, in whatever form provided, shall, at all times, remain the exclusive property of disclosing party and the receiving party agrees to maintain the confidentiality of the Confidential Information unless required to be disclosed by law or regulation, or judicial or administrative proceeding. CONSULTANT acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that the SHERIFF shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. If CONSULTANT is required by a government body or court of law to disclose Confidential Information, CONSULTANT agrees to give the discloser reasonable advance notice so that the discloser may contest the disclosure or seek a protective order.

Notwithstanding, CONSULTANT acknowledges that this Agreement falls under the Georgia Freedom of Information Act, and the Georgia Record Retention Act.

**IX. EXHIBITS**

This Contract incorporates Exhibit A.

**X. ENTIRE AGREEMENT**

This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior agreements with CONSULTANT. This Agreement may only be amended by a written document duly executed by all parties.

IN WITNESS THEREOF, the SHERIFF and CONSULTANT have caused this Agreement to be executed on the date last written below.

#### EXHIBIT A

It is agreed that the CONSULTANT shall provide the following services to the SHERIFF under this Agreement:

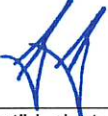
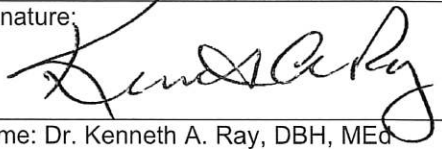
1. Serve as the SHERIFF's Independent Outside Compliance Sustainability Monitor and Technical Assistance CONSULTANT with regard to the following operational areas: (a) Inmate / Jail Mental Health Compliance; (b) Suicide Prevention Compliance; (c) Protection from Harm/Use of Force Compliance; (d) Segregation and Conditions of Housing for Mentally Ill Inmates; and (e) other areas of performance as mutually agreed.
2. Serve as confidential Litigation Expert in matters involving the services provided herein.
3. Provide and perform professional consulting services including, but limited to, on-site and off-site assessment of compliance, related technical assistance, related reports, quality improvement and assurance, data analysis, document/information assessments, facility tours, individual and group meetings and consultations, consultations with others involved in the scope of work, facility and SHERIFF officials as required to achieve the desired outcomes and services.
4. Provide onsite monitoring, consulting, and technical assistance on a quarterly basis for the term of this agreement. Additional on-site visits may be provided upon mutual agreement of the parties. Additional on-site visits may be provided with mutual agreement of the parties.
5. CONSULTANT shall provide these services in his capacity as a consulting expert. The parties agree that CONSULTANT may be called to testify in pending litigation regarding the services provided, but only if those services result in the formulation of an opinion that directly impinges upon the litigation.

Examples of work activities include:

1. Review and provide recommendations regarding relevant policies, procedures, practices, etc.;
2. Examination, analysis of relevant operational, clinical, programmatic, administrative, and performance information and data, etc.;
3. Assist with and perform relevant research, development, implementation, and evaluation of administrative, operational, procedural reforms, quality improvement and assurance processes and outcomes;
4. Monitor compliance with elective and court-ordered remedial measures for improving the constitutional care and custody of persons held in Fulton SHERIFF jails;
5. Prepare and submit various confidential studies and reports;
6. Conduct and participate in individual and group meetings and interviews with various officials, leaders, staff, vendors, stakeholders, etc. as authorized by the SHERIFF;
7. Litigation support to include assistance with 1) responding to motions or pleadings; 2) preparing for cross examination of plaintiffs' witnesses; 3) preparing any requested expert reports; and 4) formulating theories for use in judicial proceedings related to this matter;
8. Make quarterly site visits to the Union City Annex;
9. Assist with training of staff on needs of mental health inmates
  - Ⓞ Inspect as requested when onsite
  - Consult on premises when onsite;
10. Provide training resource guides, and manuals for jail mental health policy and procedures;
11. Assist the SHERIFF to identify, develop, and evaluate evidence-based and best-practice methods for implementing and maintaining practices that support Constitutional, professional, and durable care and custody of inmates and staff wellness; and
12. Testify or report in mediation, deposition, hearing, or trial, if requested.

In the event that either party cancels the Agreement, CONSULTANT agrees to provide an orderly transition.

Agreed to and Approved

| FULTON COUNTY SHERIFF'S OFFICE   | CONSULTANT  |
|--|---|
| Signature:  | Signature:  |
| Name: Patrick "Pat" Labat<br>Title: Sheriff  | Name: Dr. Kenneth A. Ray, DBH, MEd  |
| Date:  | Date: 01/25/2022  |
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