



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0881

Meeting Date: 11/16/2022

Department

State Court

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to extend an existing contract - State, Superior and Magistrate Court, RFP#18RFP020518A-CJC, Misdemeanor Probation Supervision Services with anticipated revenue in the amount of \$1,325,000.00 with Judicial Correction Services, Inc. (Atlanta, GA) to provide supervision and case management services for misdemeanor offenders sentenced by Judicial Order in the State and Magistrate Courts of Fulton County. Effective dates: January 1, 2023, through December 31, 2023. This is a revenue generating contract.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract & necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Justice and Safety

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

Yes

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: This contract will provide the Court with a comprehensive probation services

program that includes community service supervision, domestic violence counseling and DUI Offender rehabilitation. Furthermore, the supervisor of misdemeanor offenders has been instrumental in eliminating the backlog of probation revocation cases awaiting hearing which has translated into a sizeable reduction of the misdemeanor jail population

Community Impact: Low-risk offenders are less likely to reoffend while being supervised which allows our communities to remain safe.

Department Recommendation: Approval of this contract will enable the County to provide the critical service of misdemeanor probation management in a continuing effort to reduce jail overcrowding and offender recidivism.

Project Implications: None

Community Issues/Concerns: None of which the Department is aware.

Department Issues/Concerns: Private probation companies are becoming extinct and efforts to bring misdemeanor probation services in-house should be explored.

Contract Modification (*Delete this chart only if the Requested Action is for a NEW award. Simply insert the text "New Procurement." If the Requested Action is for a Contract Modification ((Renewal, Amendment, Change Order, Extension, Increase Spending Authority)), the chart should remain and be completed.*)

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	18-0309	05/02/2018	\$1,894,139.00
1st Renewal	18-1008	12/19/2018	\$1,147,996.00
2 nd Renewal	19-0989	12/04/2019	\$713,131.00
Extension #1	20-0718	10/21/2020	\$553,919.00
Extension #2	21-1053	11/15/2021	\$1,196,093.00
Total Revised Amount			

Contract & Compliance Information (*Provide Contractor and Subcontractor details.*)

Click or tap here to enter text.

Exhibits Attached (*Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.*)

Contact Information (*Type Name, Title, Agency and Phone*)

Click or tap here to enter text.

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:

Previous Adjustments:

This Request:

TOTAL:

Grant Information Summary

Amount Requested: N/A

Match Required:

Start Date:

End Date:

Match Account \$:

- ☐ Cash
- ☐ In-Kind
- ☐ Approval to Award
- ☐ Apply & Accept

Fiscal Impact / Funding Source**Funding Line 1:**

100 420 4201 4230

Funding Line 2:

Key Contract Terms	
Start Date: 1/1/2023	End Date: 12/31/2023
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating:**Would you select/recommend this vendor again?**

Yes

Report Period Start:
1/1/2022**Report Period End:**
12/31/2022



**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
Purchaser Order Number		Purchase Order Date	
Department			
Bid Number		Service Commodity	
Contractor			
Performance Rating			
0 = Unsatisfactory	Achieves contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.		
1 = Poor	Achieves contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.		
2 = Satisfactory	Achieves contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.		
3 = Good	Achieves contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied		
4 = Excellent	Achieves contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.		
1. Quality of Goods/Services		(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)	
	0		
	1		
	2		
	3		
	4		
2. Timeliness of Performance		(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)	
	0		
	1		
	2		
	3		
	4		

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
	0	
	1	
	2	
	3	
	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
	0	
	1	
	2	
	3	
	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
	0	
	1	
	2	
	3	
	4	

Overall Performance Rating		Date	
Would you select/recommend this vendor again?			
Rating completed by:			
Department Head Name:			
Department Head Signature	<i>Donald Talley</i>		

After completing the form:
 Submit to Purchasing
 Print a copy for your records
 Save the form



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: State Court

BID/RFP# NUMBER: 18RFP020518A-CJC

BID/RFP# TITLE: Misdemeanor Probation Supervision Services

ORIGINAL APPROVAL DATE: 1/1/2018

RENEWAL EFFECTIVE DATES: 1/1/2019, 1/1/2020

RENEWAL OPTION #: OF: No additional options are available

NUMBER OF RENEWAL OPTIONS: No additional options are available

RENEWAL AMOUNT: \$ Revenue Generating

COMPANY'S NAME: Judicial Corrections Services, Inc.

ADDRESS: 1770 Indian Trail Road, Suite 350

CITY: Norcross

STATE: Georgia

ZIP: 30093

This Renewal Agreement No. ____ was approved by the Fulton County Board of Commissioners on BOC DATE: BOC NUMBER:

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA

[INSERT COMPANY NAME]

**Robert L. Pitts, Chairman
Fulton County Board of Commissioners**

**[Insert name]
[Insert title]**

ATTEST:

ATTEST:

**Tonya R. Grier
Interim Clerk to the Commission**

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**[Insert Department Head Name & Title]
[Insert User Department Name]**

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____	ITEM#: _____ RM: _____
RECESS MEETING	REGULAR MEETING

Contract Renewal Evaluation Form

Date:	October 30, 2022
Department:	State Court
Contract Number:	18RFP020518A-CJC
Contract Title:	Misdemeanor Probation Supervision Services

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

This is a revenue generating contract and a reduction in scope would jeopardize public safety. State Court has proposed the creation of an in-house misdemeanor probation department which would be responsible for the supervision of adult misdemeanor defendants.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

☐ Internet search of pricing for same product or service:

Date of search:	Click here to enter a date.
Price found:	Click here to enter text.
Different features / Conditions:	Click here to enter text.
Percent difference between internet price and renewal price:	Click here to enter text.

Explanation / Notes:

Click here to enter text.

☐ Market Survey of other jurisdictions:

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.

Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Click here to enter text.

Explanation / Notes:

Click here to enter text.

☒ **Other (Describe in detail the analysis conducted and the outcome):**

State Court seeks to establish an in-house misdemeanor probation department. Other neighboring counties have transitioned from a private services provider to an in-house program according to the rules and regulations established by the Georgia Department of Community Supervision. State Court has also expressed its intent with the State of Georgia. An approved extension of the current Misdemeanor Supervision Services contract will keep the current private services provider intact while Fulton County further evaluates the possible development of an in-house program.

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

No Cost

4. Does the renewal option include an adjustment for inflation? ☐ Yes ☒ No
(Information can be obtained from CPI index)

Was it part of the initial contract? ☐ Yes ☒ No

Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.

Explanation / Notes:

Click here to enter text.

5. Is this a seasonal item or service? ☐ Yes ☒ No

6. Has an analysis been conducted to determine if this service can be performed in-house? ☒ Yes
☐ No If yes, attach the analysis.

7. What would be the impact on your department if this contract was not approved?

The approval of the extension allows for the supervision of approximately 3,000 active misdemeanor defendants. A denial of this extension will eliminate probation as an alternative sanction to incarceration which would also increase the number of inmates housed in the Fulton County Jail. Probation provides State Court a sentencing option for defendants to pay court fines and fees, attend necessary treatment programs, and complete community service work which enhances public safety.

EXTENSION NO. 3 TO FORM OF CONTRACT

Contractor: Judicial Correction Services, LLC

Contract No. 18RFP020518A-CJC, Misdemeanor Probation Supervision Services

Address: 34 Peachtree Street, Suite 1000
City, State Atlanta, Georgia 30303

Telephone: (678) 218-4100

E-mail: ccox@ppsinfo.net

Contact: Clay Cox
Chief Executive Officer

WITNESSETH

WHEREAS, Fulton County ("County") entered into a Contract with Judicial Correction Services, LLC to provide misdemeanor probation supervision services, dated May 2, 2018, on behalf of State, Magistrate and Superior Courts; and

WHEREAS, Extension No. 1 extended the subject contract, with all items and conditions unchanged for an additional 12 month period, effective January 1, 2021 through December 31, 2021; and

WHEREAS, Extension No. 2 extended the subject contract, with all items and conditions unchanged for an additional 12 month period, effective January 1, 2022 through December 31, 2022; and

WHEREAS, the County wishes to extend the subject contract, with all items and conditions unchanged, for an additional twelve (12) month period, effective January 1, 2023 through December 31, 2023; and

WHEREAS, the Department of Community Supervision which oversees all misdemeanor supervision contracts for private companies and governmental agencies has made it mandatory that the attached scope of services document, Exhibit A, be included as part of all future contracts or extension; and

WHEREAS, the Contractor has performed satisfactorily over the period of the contract; and

WHEREAS, this Extension was approved by the Fulton County Board of Commissioners on [Insert Board of Commissioners approval date and item number].

NOW, THEREFORE, the County and the Contractor agree as follows:

This Extension No. 3 to Form of Contract is effective as of the ____ day of _____, 20__, between the County and Judicial Correction Services, LLC, who agree that all Services specified will be performed in accordance with this Extension No. 3 to Form of Contract and the Contract Documents for an additional twelve (12) period, with the contract ending as of 31st day of December 2023.

1. **SCOPE OF WORK:** To continue to provide misdemeanor probation supervision services in accordance with the scope of work detailed in Exhibit A.
2. **COMPENSATION:** The services herein shall be performed by Contractor during this Extension No. 3 to Form of Contract is revenue generating and shall cause no additional cost; this is a time extension only.
3. **LIABILITY OF COUNTY:** This Extension No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF EXTENSION NO. 1 TO FORM OF CONTRACT:** Except as modified by this Extension No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

**JUDICIAL CORRECTION SERVICES,
LLC**

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Clay Cox
Chief Executive Officer

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

[Insert Department Head Name]
[Insert Department Head Title]

EXHIBIT A

DEPARTMENT OF COMMUNITY SUPERVISION COMPLIANCE PROVISIONS

JCS shall provide the services and programs for the misdemeanor offenders placed on probation by the Court which shall include the following particulars:

- A. Comply with the rules, standards, and qualifications as set forth by the Department of Community Supervision (DCS), and any subsequent changes, thereto, and the Laws of the State of Georgia.
- B. Operate under the conditions as agreed to by and between JCS and the County, as more fully set forth in the Specifications for Probation Services attached hereto and incorporated herein by reference.
- C. Provide such services as specifically set forth in the Specifications for Probation Services for the provisions of services to offenders under the jurisdiction of the Court.
- D. Meet, maintain, and comply with all rehabilitation program offerings as specified in the Specifications for Probation Services.
- E. Maintain individual files for each offender participating in JCS' programs in accordance with DCS Board Rule 105-2-.14. The files will be maintained in a secured area, in a secure file cabinet, or electronically. JCS shall maintain the confidentiality of all files, records, and papers relative to the supervision of probationers under this agreement.
- F. Provide timely and prompt reports as are, or may be required by the Court during the period of the Contract, which include, but are not limited to, statistical reports, caseload data, and other records documenting the types of program services provided and the identity of the offenders receiving such services in accordance with O.C.G.A. §42-8-108 and DCS Board Rule 105-2-.13.
- G. Provide counseling and supervision services for all persons ordered by the Court to participate in such programs during the period of the Contract and assure that JCS is providing program services and maintaining records reflective of good business practice.
- H. Make fiscal and program records available within ten (10) working days for review and maintain financial records reflective of good business practice. Records shall be maintained in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.14.
- I. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practice in accordance with DCS Board Rule 105-2-.14 and 105-2-.15. The accuracy of billing is to be confirmed by providing a copy of the services and attending cost to the offender.
- J. Charge each offender participating in rehabilitation programs the reasonable cost of the program as reflected in the Specifications for Probation Services attached hereto and incorporated herein by reference. Each offender shall be charged a maximum not to exceed the program costs as specified in the Specifications for Probation Services unless it is approved in advance by the Court. Those offenders the Court shall determine to be indigent shall be ordered as such and shall be supervised at no cost in accordance with O.C.G.A. §42-8-102.
- K. Collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the

Court. JCS shall prioritize the collection of restitution before the collection of fines and probation fees pursuant to O.C.G.A. §17-14-8. JCS shall collect funds for the Georgia Crime Victims Emergency Fund, as applicable, and forward them directly to the Georgia Crime Victims Compensation Board by the end of each month along with a corresponding remittance report pursuant to O.C.G.A. §17-15-13(f).

- L. Submit a written report to the Court on a monthly basis, or as frequently as the Court requires, regarding the amount of Court fines, costs, fees, and restitution Court ordered and collected from each offender. The report shall include the total dollar amount applied to Court ordered fines, fees, restitution, and other conviction related costs.
- M. Tender all Court fines and costs ordered and collected from offenders to the Court on a monthly basis, or as frequently as the Court requires.
- N. Comply with all laws regarding confidentiality of offender records in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.09.
- O. Furnish a crime policy, fidelity bond, or letter of credit in the amount of not less than twenty-five thousand (\$25,000.00) dollars as surety for the satisfactory performance of the Contract.
- P. Not profit or attempt to profit from any fines, restitution, or Court cost collected from the offenders.
- Q. The Court shall assist JCS in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for JCS to conduct pre-sentence or probationer investigations as may be requested. JCS may obtain a Georgia Crime Information Center (GCIC) Originating Agency Identifier (ORI) number. The Federal Bureau of Investigation (FBI) CJIS Security Addendum is, therefore, attached hereto and incorporated herein by reference.
- R. JCS shall employ competent and able personnel to provide services rendered hereunder and to appropriately administer this caseload. All staff shall meet qualifications as prescribed by O.C.G.A. §42-8-107 and DCS Board Rule 105-2-.09.
- S. JCS shall have a criminal history records check made of all staff in accordance with O.C.G.A. §42-8-106.1, O.C.G.A. §42-8-107, and DCS Board Rule 105-2-.10.
- T. JCS staff shall comply with the orientation and continuing education training required per annum as prescribed by O.C.G.A. §42-8-107, DCS Board Rule 105-2-.09, and DCS Board Rule 105-2-.12.
- U. JCS shall make a supervision assessment of each offender and determine the reporting schedule, type of contact(s), and frequency of contact(s) pursuant to the direction of the Court. Probation officers shall supervise no more than 250 probationers under Basic Supervision and no more than 50 probationers under Intensive Supervision. Probation officers shall supervise no more than 300 pay only cases. There are no minimally required contacts with Pay Only cases .
- V. JCS shall coordinate and ensure compliance with community service by each probationer as ordered by the Court. JCS will maintain records of community service participation and completion.
- W. JCS shall coordinate with certified vendors the evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health, psychological counseling, or educational programs

mandated by the Court and shall require probationer's compliance. JCS shall not specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program, which a probationer may or shall attend. JCS shall conduct on-site drug and alcohol screens as determined necessary by the Court, the costs for which shall be paid by the offender as fully set forth in the Specifications for Services, attached hereto.

- X. The term "pay-only probation" means a defendant has been placed under probation supervision solely because such defendant is unable to pay the court imposed fine and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees.
- Y. Consecutive misdemeanor sentences shall be supervised in accordance with O.C.G.A. §42-8-103 and O.C.G.A. §42-8-103.1.
- Z. JCS shall prepare probation violation warrants, orders, and petitions for modification/revocation of probation for submission to the Court. JCS shall recommend the modification or revocation of probation whenever the probationer fails to substantially comply with the terms and conditions of probation. The Court shall determine what constitutes a substantial failure to comply with probation terms and conditions. Modification/Revocation proceedings shall be conducted in accordance with O.C.G.A. §42-8-102 and the Court's Judicial Procedures.

ACCESS TO BOOKS AND RECORDS

The County's representatives shall have access on a weekday, other than a legal State holiday, upon forty-eight (48) hours prior written notice to JCS' representative, to all JCS' books, records, correspondence, instructions, receipts, vouchers, and memoranda of every description pertaining to work under this Contract, for the purpose of conducting a complete independent fiscal audit for any fiscal year within the immediately preceding two (2) years, in accordance with O.C.G.A. §42-8-108, DCS Board Rule 105-2-.14, and DCS Board Rule 105-2-.19.

INSURANCE

JCS shall provide and maintain during the life of this Contract, workers' compensation insurance and general liability with the following limits of liability:

Workers' Compensation	- Statutory
Bodily Injury Liability	- \$ 100,000 each accident
	- \$ 500,000 each occurrence
General Liability	- \$1,000,000 each occurrence
Personal & Advertising Injury	- \$1,000,000 each occurrence
Professional Liability	- \$1,000,000 each occurrence

PAYMENTS FOR SERVICES

Fees for basic services are set out in the Fees for Probation Services, which fees are payable not by the County, but by sentenced offenders. No fees accrued pursuant to the Specifications for Probation Services shall be

obligations of the County. The County shall have no obligation for fees incurred during this contract term and none in subsequent renewals in accordance with O.C.G.A. §36-60-13.

FEES FOR PROBATION SERVICES

Supervision Services

Pay Only Probation	\$40.00 per month
Basic (General) Probation	\$40.00 per month
Intensive Probation	\$55.00 per month
Indigent Probation Supervision	\$0.00 per month
Environmental Ordinance Supervision	\$40.00 per month
Pretrial Diversion/ Conditional Bond Supervision	\$40.00 per month

Electronic Monitoring Services

Electronic Monitoring Installation	\$75.00
Active GPS	\$10.00 per day
Radio Frequency	\$6.75 per day
SCRAM Remote Breath	\$7.25 per day
SCRAM- Alcohol Monitoring-with analog home phone OR in-office downloads twice per week	\$10.00 per day
SCRAM- Alcohol Monitoring-with internet downloads	\$11.00 per day
SCRAM- Alcohol Monitoring-with cellular connector	\$12.00 per day
SCRAM- Alcohol Monitoring plus House Arrest	\$15.00 per day

Drug Screens

Laboratory Confirmation Test	\$25.00
On-Site Drug Test (6 panels as designed by each Court- can be amended as needed).	\$15.00

Additional Services

Me and My Driving Course	\$65.00 one-time
Restorative Justice Course	\$65.00 one- time
Resume/Job Skill Workshop	No Charge
2 Day Anger Management Course	\$100 one time
Domestic Violence Course (24 module)	\$20.00 per session/ \$90.00 start-up fee
Anger Management Course (8 module) 12	\$25.00 per session/\$ 10.00 start-up fee