

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF CORRECTIONS
AND
HALL COUNTY
COUNTY CAPACITY**

THIS AGREEMENT is entered into the 1st day of July, 2022, by and between the GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia ("Department"), and HALL COUNTY, a political subdivision of the State of Georgia ("County"), acting by and through its Board of County Commissioners, referred to individually as "Party" or together as "Parties."

WHEREAS, Department desires to contract with County for appropriate care and custody of certain offenders for which Department is responsible, ("State Offenders"); and

County desires to provide appropriate care and custody of State Offenders at a correctional institution operated by County ("Services").

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Care and Custody. County agrees to provide complete care and custody of up to 220 State Offenders daily, for the Term of this Agreement and in accordance with all applicable state and federal laws, rules, and regulations. Without limiting the generality of the foregoing, County specifically agrees that no State Offender labor shall benefit private persons or corporations.

2. Recording Offender Movement in SCRIBE. County agrees to record any and all movement of State Offenders transferred in and out of the County facility by entering the movement in Department's SCRIBE system on the same day the movement occurs. Movements that are not entered in SCRIBE on the day the movement occurs will not show as an adjustment and result in an inaccurate daily count. County is solely responsible for implementing procedures to ensure that SCRIBE entries are made accurately and in a timely manner. County is responsible for verifying the State Offender count and all movements in and out of the County facility in SCRIBE on a daily basis to ensure that the count is accurate. County understands that the count reflected in SCRIBE is the official count for purposes of calculating payment under this Agreement. Late documentation, lack of documentation, or inaccurate documentation may result in delayed payment or non-payment under this Agreement. County agrees to grant Department access to County's records, documentation procedure, and personnel for purposes of auditing SCRIBE entries and verifying State Offender count at any time upon Department's

request.

3. Notification of Medical Treatment. County shall notify Department of any State Offender that the County transfers to a hospital for treatment that will require an overnight stay or for whom treatment is likely to cost in excess of One Thousand Dollars (\$1,000.00). Said notification shall be provided via telephone contact within Twenty-Four (24) hours of offender being admitted for treatment on an outpatient or inpatient basis. County shall notify Department pursuant to this paragraph by calling the Department's "On Call Utilization Management Nurse" at 404-863-3079 at any time of day or night.

4. Employee or Offender Misconduct. The County agrees that it will notify the Department within ten (10) business days after terminating an employee of the County correctional institution for misconduct or of the resignation of any employee in connection with an allegation or investigation of misconduct. The County further agrees that it will notify the Department within ten (10) business days if it, one of its employees, or any other law enforcement officer secures a criminal warrant for the arrest or otherwise pursues the prosecution of an offender being housed at the County CI for criminal conduct allegedly committed at the County CI. County agrees that it will not hire any employee terminated by Department for misconduct or who resigns from Department in connection with an allegation or investigation of misconduct.

5. Compensation. Department agrees to pay County the sum of Twenty-Two Dollars (\$22.00) per State Offender per day for the duration of this Agreement. County agrees that upon receipt of documentation from the Department showing inmate dates and total amount of payment, County shall validate the accuracy of the documentation in a manner as prescribed by the Department and return the validation of the same to the Business Management Unit within seven (7) business days of receiving the documentation. Department shall endeavor to pay County for Services within Forty-Five (45) days of invoice receipt in approved form. County acknowledges and agrees that the Commissioner of Corrections shall have sole authority with respect to the transfer of State Offenders to and from the County correctional institution and Department shall not incur charges for State Offenders not under the care and custody of County. A State Offender is not under the care and custody of County when a State Offender is not housed at the County facility including when a State Offender is out to court or sent to a Department facility for medical or mental health evaluation.

6. Term of Agreement. The term of this Agreement shall be from July 1, 2022 until 11:59 p.m. on June 30, 2023 (the "Term"). The Parties may, by mutual agreement in writing, extend the Term for additional time periods.

7. Termination. Department may at any time and for any reason terminate this Agreement by providing written notice in advance of such termination to County. In the event of termination under this paragraph, Department shall pay County for Services performed prior to the effective date of termination; provided, however, that payments

otherwise due County may be applied by Department against amounts due or claimed to be due to Department. In the event that County fails to comply with the provisions of this Agreement, Department may terminate this Agreement for cause and without notice. If termination is for cause, payments may be withheld by Department on account of the Services being deemed deficient and not remedied by County prior to the effective date of termination. County shall be liable to Department for any additional cost incurred by Department as a result of deficiencies in the Services to be provided hereunder.

8. Prison Rape Elimination Act. County agrees that it will adopt and comply with 28 C.F.R. 115, entitled the Prison Rape Elimination Act (“PREA”). As required in 28 C.F.R. 155.12, County further agrees to cooperate with Department in any audit, inspection, or investigation by Department or other entity relating to County’s compliance with PREA. Department shall monitor the County’s compliance with PREA and shall have the right to inspect any documents or records relating to such audit, inspection or investigation, and County will provide such documents or records at Department’s request. County acknowledges that any violation of PREA is a material breach of this Agreement, is cause for termination of this Agreement and may lead to administrative and criminal sanctions. The County shall acknowledge in writing that the Department has advised the County of these matters.

9. Sexual Harassment Prevention. The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, Governmental Entity’s, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its Governmental Entity’s and their employees and sub-contractors will interact with entities of the State of Georgia, their customers, and other Governmental Entities of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia’s Statewide Sexual Harassment Prevention Policy (the “Policy”), all Governmental Entities who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A Governmental Entity, including its employees and sub-contractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If Governmental Entity is an individual who is regularly on State premises or who will regularly interact with State personnel, Governmental Entity certifies that:
 - (a) Governmental Entity has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) Governmental Entity has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, Governmental Entity will provide documentation substantiating the completion of sexual harassment training.
- (ii) If Governmental Entity has employees and sub-contractors that are regularly on State premises or who will regularly interact with State personnel, Governmental Entity certifies that:
 - (a) Governmental Entity will ensure that such employees and sub-contractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) Governmental Entity has provided sexual harassment prevention training in the last year to such employees and sub-contractors and will continue to do so on an annual basis; or Governmental Entity will ensure that such employees and sub-contractors complete the Georgia Department of Administrative Services' sexual harassment prevention

training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

(c) Upon request of the State, Governmental Entity will provide documentation substantiating such employees and sub-contractor's acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

10. Notices. Any notice under this Agreement, other than those referenced in Paragraph 3, "Notification of Medical Treatment," shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail, return receipt requested, to a Party hereto at the address set forth below or to such other address as the Parties may designate by notice from time to time in accordance with this Agreement.

If to the County:

Hall County Board of Commissioners
Chairman, Richard Higgins
PO Drawer 1435
Gainesville, GA 30503

With a copy to:

Hall County Prison
Warden, Walt Davis
1968 Barber Road
Gainesville, GA 30507

If to the Department:

Jennifer Ammons
General Counsel
Georgia Department of Corrections
State Office South, Gibson Hall, 3rd Floor
P.O. Box 1529
Forsyth, Georgia 31029

With a copy to:

Robert Toole
Facilities Director
Georgia Department of Corrections
State Office South, Gibson Hall, 1st Floor
P.O. Box 1529
Forsyth, Georgia 31029

11. Reimbursement of Medical Costs.

- a. Department agrees to reimburse County for certain costs of medical services required for medical conditions which: (1) pose an immediate threat to life or limb, and (2) occur under circumstances in which the State Offender cannot reasonably be placed in a state institution for the receipt of this care ("Emergency Medical Services"). Department's obligation to reimburse County for the cost of any medical services, to include Emergency Medical Services, arises only when the cost per State Offender per incident exceeds One Thousand Dollars (\$1,000.00), and Department shall only be liable for the amount in excess of One Thousand Dollars (\$1,000.00), subject to the limitations of this paragraph and other applicable laws and regulations.
- b. County agrees to invoice Department monthly for the actual cost of Emergency Medical Services paid by County. If there existed any rate agreement between County and the hospital or hospital authority at the time Emergency Medical Services were rendered, the invoice must reflect such rate. All invoices from County must include an invoice or receipt from the hospital that clearly shows the actual cost of Emergency Medical Services paid by County.
- c. Department is not liable to County for any late fees or charges imposed by the hospital, hospital authority (collectively, "Late Fees"), or other service provider, for late or nonpayment by the County. County agrees to exclude Late Fees from its invoices to Department.
- d. If Department reasonably determines that there is a difference between the actual cost incurred by County and the invoice sent to Department, Department may assess an administrative fee of one-half (1/2) of the difference to cover the administrative costs incurred by the Department. Department shall send County written notice of any administrative fees, and County shall have Thirty (30) days to make payment or to dispute the fee in writing. If County does not make payment of undisputed administrative fees by the due date, Department is entitled to a setoff of the same amount against future payments owing to County.
- e. Pursuant to O.C.G.A. § 42-5-2(c), Department shall reimburse County no more than the applicable Georgia Medicaid Rate for Emergency Medical Services provided to a State Offender by a hospital, hospital authority, or other service provider. Department shall not be liable to County for any amount paid by County to a hospital, hospital authority, or other service provider, in excess of the Medicaid Rate for emergency services provided to a State Offender.

12. Entire Agreement. . This Agreement constitutes the entire agreement and

understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof, and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

13. Sole Benefit. Department and County enter into this Agreement for their sole benefit. Department and County do not intend to give any rights pursuant to this Agreement to any other parties.

14. Choice of Law and Venue. The Contract shall be governed in all respects by the laws of the State of Georgia. Any lawsuit or other action brought against the Department and the State based upon or arising from this Agreement shall be brought in the Superior Court of Fulton County, Georgia.

15. Amendment. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the Parties.

16. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No Party shall be bound by this Agreement until all Parties have executed it.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF
CORRECTIONS:

By: Jennifer
Jennifer Ammons
General Counsel
Date: 07/11/2022

HALL COUNTY:

By: RH
Print Name: Richard Higgins
Title: Commission Chairman
Date: May 26, 2022

FACILITY WARDEN

By: Walt Davis

Print Name: Walt Davis

Date: 6-1-22

COUNTY ATTORNEY

By: Van Stever

Print Name: Van Stever

Date: May 26, 2022