

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

STACEY ADAMS,)	
)	
JERRY SAINT VIL, on behalf of themselves and others similarly situated,)	CIVIL ACTION NO. _____
)	COMPLAINT - CLASS ACTION
Plaintiffs,)	JURY TRIAL DEMANDED
)	
v.)	
)	
SENTINEL OFFENDER SERVICES, LLC,)	
)	
ROBERT CONTESTABILE, Chief Business Development Officer, Sentinel Offender Services, LLC,)	
)	
TIM LEWIS, Vice President of Georgia Services, Sentinel Offender Services, LLC,)	
)	
STEVE QUEEN, Director of Georgia Services, Sentinel Offender Services, LLC,)	
)	
Defendants.)	

COMPLAINT

Plaintiffs Stacey Adams and Jerry Saint Vil, on behalf of themselves and the class alleged herein, state as follows for their Complaint:

I. PRELIMINARY STATEMENT

1. This is an action to compel Defendants, a private probation company and its executives, to return money they illegally collected from people sentenced to “pay-only” probation for ordinance violations or misdemeanor offenses adjudicated in the Atlanta Municipal Court. As described below, Defendants required Plaintiffs and hundreds or thousands of others to pay Sentinel an illegal \$20 “enrollment fee” that was not ordered by any court, permitted by statute, or authorized by the Defendants’ contract with the Atlanta Municipal Court.

2. “Pay-only” probation refers to the practice of sentencing people to probation solely because they cannot pay their fines and surcharges at the time they are sentenced. O.C.G.A. § 42-8-103(a).

3. Defendants are Sentinel Offender Services, LLC (“Sentinel”), a private corporation that oversees misdemeanor probationers for profit, and three of the company’s executives. From 2006 to 2017, Sentinel had a contract with the Atlanta Municipal Court to supervise people on probation, including people sentenced to pay-only probation because they could not afford to pay a fine.

4. Plaintiff Stacey Adams is a 33-year-old working mother who appeared before the Atlanta Municipal Court in July 2015 and pleaded guilty to making an improper u-turn. She was sentenced to pay a fine and fees totaling

\$215.25. Because Adams could not afford to pay that amount on the day she appeared in court, she was sentenced to pay-only probation. As a result, the court ordered her to pay Sentinel \$81 in “supervision fees,” plus \$27 that would be passed on to the state, for a total of \$108, in addition to the \$215.25 fine and fees.

5. Though the Municipal Court had authorized Sentinel to collect \$108, Sentinel also made Adams pay an additional \$20 “enrollment fee,” without any lawful basis for doing so. Sentinel required that Adams pay the fee before the company would close her case by informing the court that she had complied with its sentence.

6. Plaintiff Jerry Saint Vil is a student and father of two who was sentenced to pay-only probation for traffic tickets between January 2015 and December 2016. On three separate occasions, Saint Vil was required to pay unlawful \$20 “enrollment fees” before Sentinel would close his case.

7. Adams and Saint Vil expect to show that Sentinel forced hundreds and perhaps thousands of people to pay unauthorized “enrollment fees.” Plaintiffs expect to show that Sentinel established its illegal policy sometime between January 2013 and January 2015, and then continued enriching itself at the expense of low-income people until the company’s departure from the Atlanta Municipal Court in January 2017.

8. The enrollment fees were illegal for three reasons.

9. First, no court ordered the fees, and Sentinel's contract did not permit them. While the January 2013 contract between Sentinel and the Atlanta Municipal Court allowed the company to collect a one-time \$20 "administrative fee" if a person on pay-only probation managed to pay off his fines within 30 days of being sentenced, Sentinel never had authority to collect such a fee from people who, like Adams and Saint Vil, were unable pay off their fines within the first 30 days of pay-only probation. Nor does the contract allow Sentinel to demand a \$20 "enrollment fee" from every single person sentenced to pay-only probation.¹

10. Second, no Georgia statute authorized the imposition of such a fee. *See Smith v. State*, 526 S.E.2d 59 (Ga. 2000) ("the only costs which may be imposed on a criminal defendant are those which are specifically authorized by statute").

11. The third reason applies to some cases, but not all, that were adjudicated by the Atlanta Municipal Court on or after July 1, 2015, including Adams's case and one of Saint Vil's. On that date, a new statute barred Sentinel

¹ In most documents, Sentinel refers to the \$20 fee as an "enrollment fee," but in others, it is described as an "administrative fee." For clarity's sake, this complaint will consistently refer to "enrollment fees."

from collecting additional fees once a pay-only probationer had paid three of Sentinel's ordinary, court-approved monthly supervision fees. The statute was part of a legislative overhaul intended to address "problems plaguing the misdemeanor probation system." *See Report of Ga. Council on Crim. Justice Reform* (2015), 21–26, <http://bit.ly/2sgH6IN> (visited June 15, 2017).

12. In 2016, the Department of Community Supervision (DCS), the state agency that regulates probation companies, repeatedly informed Sentinel that it could not collect an extra \$20 from people who needed more than 30 days of pay-only probation to pay fines owed to the Atlanta Municipal Court.

13. DCS instructed Sentinel to consult with the Atlanta Municipal Court to "see if refunds are appropriate." Instead, Defendants Mark Contestabile and Tim Lewis unsuccessfully tried to convince the judges of the Atlanta Municipal Court to ratify Sentinel's unlawful conduct.

14. In October 2016, Sentinel informed the court that the company did not wish to renew its Atlanta contract because it was not profitable enough. The court subsequently engaged a different company as its probation provider.

15. On February 20, 2017, Sentinel sold its Georgia probation holdings to another probation company. After the sale, the Department of Community Supervision took no further regulatory action.

16. Sentinel never returned the funds illegally collected from Plaintiffs.

17. Defendants' policy of extracting unauthorized fees from low-income defendants under color of law violates the United States Constitution and the Constitution of the State of Georgia. Plaintiffs assert claims for violations of their civil rights under 42 U.S.C. § 1983.

18. Defendants' policy violated Georgia law prohibiting the collection of costs from criminal defendants unless the costs are specifically authorized by statute, and Georgia's statutory framework for private probation, as well as a specific statute enacted in 2015 to protect pay-only probationers. Defendants' policy also constitutes the torts of negligent supervision and negligent misrepresentation under Georgia law, as well as unjust enrichment.

19. Plaintiffs ask this Court to order the Defendants to return money they wrongfully collected from Plaintiffs and other putative class members.

20. Because Defendants' actions were willful, deliberate, and malicious, and involved reckless or callous indifference to Plaintiffs' rights, they should be punished and deterred by an award of punitive or enhanced damages against all Defendants as permitted by law.

21. Plaintiffs bring this action on behalf of themselves and all persons who paid Sentinel's unlawfully imposed "enrollment fees" on or after July 25,

2013. This putative class is further described below in ¶¶ 31–36.

II. JURISDICTION AND VENUE

22. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 and § 1343(a)(3) and (4) because the action arises under 42 U.S.C. § 1983 and the Fourteenth Amendment to the United States Constitution.

23. This Court has supplemental jurisdiction over state law claims under 28 U.S.C. § 1367 because they are so related to the federal claims that they form part of the same case or controversy under Article III of the United States Constitution.

24. Venue is proper in this district under 28 U.S.C. § 1391(b)(2) because all or a substantial part of the events or omissions giving rise to the claims asserted herein occurred in this judicial district.

III. PARTIES

A. Plaintiffs

25. Plaintiff Stacey Adams is a 33-year-old woman who resides in Atlanta and is raising a daughter. In July 2015, Adams pleaded guilty in the Atlanta Municipal Court to making an improper u-turn, O.C.G.A. § 40-6-121, which is a misdemeanor under Georgia law pursuant to O.C.G.A. § 40-6-1(a).

26. Plaintiff Jerry Saint Vil is a 33-year-old man who resides in Atlanta and is raising a son and a daughter. On separate occasions between January 2015 and August 2016, Saint Vil pleaded guilty in the Atlanta Municipal Court to failure to obey a traffic control device, O.C.G.A. § 40-6-20; failure to maintain lane, O.C.G.A. § 40-6-48; and, twice, to following too closely, O.C.G.A. § 40-6-49. Each is a Georgia misdemeanor, per O.C.G.A. § 40-6-1(a).

B. Defendants

27. Defendant Sentinel Offender Services, LLC, is a Delaware company that, at all times relevant to this action, did business in the State of Georgia, in this district, and in this division. During the relevant period, Sentinel performed a public function that was traditionally the exclusive prerogative of the state—supervision of people on probation. Sentinel had a contract with the Atlanta Municipal Court, which has the authority under Georgia law to outsource this public function to private companies operating for profit.² O.C.G.A. § 42-8-101(a)(1). Sentinel is a state actor and a person acting under color of state law and

² The parties to the contract were Sentinel and the City of Atlanta, on behalf of the Atlanta Municipal Court. The contract was signed by the Mayor of Atlanta, as well as then-Chief Judge Crystal Gaines, and Defendant Mark Contestabile was listed as Sentinel's authorized representative. For simplicity's sake, the contract is referred to herein as a contract between Sentinel and the Atlanta Municipal Court.

is liable under 42 U.S.C. § 1983.

28. Defendant Mark Contestabile is the Chief Business Development Officer and a Vice President of Sentinel Offender Services, LLC, and a part-owner of the company. He resides in Georgia. Contestabile directed the behavior of “private probation officers,” employees of Sentinel who were performing a public function. O.C.G.A. § 42-8-101(b)(1). Contestabile caused, authorized, condoned, ratified, approved, and knowingly participated in a longstanding policy and practice of demanding \$20 “enrollment fees” from pay-only probationers who needed more than 30 days to pay off fines owed to the Atlanta Municipal Court, without the court’s authorization or any other legal basis for doing so. As part-owner of Sentinel Offender Services, LLC, he has retained and benefited from the collection of illegally collected funds. At all times pertinent to this action, he was acting under color of state law.

29. Defendant Tim Lewis is the Vice President of Georgia Services for Sentinel Offender Services, LLC. He resides in Georgia. Lewis directed the behavior of “private probation officers,” who were performing a public function. O.C.G.A. § 42-8-101(b)(1). Lewis caused, authorized, condoned, ratified, approved, and knowingly participated in a longstanding policy and practice of demanding \$20 “enrollment fees” from pay-only probationers who needed more

than 30 days to pay off fines owed to the Atlanta Municipal Court, without the court's authorization or any other legal basis to do so. At all times pertinent to this action, he was acting under color of state law.

30. Defendant Steve Queen is the Director of Georgia Services for Sentinel Offender Services, LLC. He resides in Georgia. Queen directed the behavior of "private probation officers," who were performing a public function. O.C.G.A. § 42-8-101(b)(1). Queen caused, authorized, condoned, ratified, approved, and knowingly participated in a longstanding policy and practice of demanding \$20 from pay-only probationers who needed more than 30 days to pay off fines owed to the Atlanta Municipal Court, without the court's authorization or any other legal basis to do so. At all times pertinent to this action, he was acting under color of state law.

IV. CLASS ACTION ALLEGATIONS

31. Plaintiffs brings this class action pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure on behalf of themselves and a class of similarly situated persons.

32. The class is defined as all persons who (1) were sentenced by the Atlanta Municipal Court to pay-only probation under the supervision of Sentinel

Offender Services after July 25, 2013; (2) were unable to pay off their court-ordered fines within 30 days of having been sentenced; and (3) were nevertheless required to pay a \$20 “enrollment fee.”

33. Plaintiffs meet the requirements of Rule 23(a) in that:

- (a) The class is so numerous that joinder of all members is impracticable. Plaintiffs expect to show that the class consists of hundreds, and possibly thousands, of people who paid Sentinel’s illegal fee.³ During 2016, Sentinel supervised an average of 5,000 pay-only probationers every quarter. Plaintiffs expect to show that a significant portion of these people—who were on probation only because they could not pay their fines immediately—needed more than 30 days to pay off those fines, and were therefore charged illegal enrollment fees by Sentinel.⁴
- (b) There are questions of law and fact common to the class. The

³ Defendants possess and control electronic records necessary to easily identify class members and determine the size of the class.

⁴ The limited records currently available to Plaintiffs suggest that Defendants collected a quarterly average of \$55,000 in “enrollment fees” from Atlanta pay-only probationers during part of the time period relevant to this action. *See* Ex. A (Sentinel financial reports to the Atlanta Municipal Court, fourth quarter 2015 and second quarter 2016).

common questions of law include (1) whether Sentinel’s policy of charging probationers “enrollment fees” not authorized by order of the Atlanta Municipal Court violates the Due Process and Equal Protection Clauses of the Fourteenth Amendment to the United States Constitution; (2) whether Sentinel’s practice of charging probationers such fees violates Georgia statutes that govern probation companies and protect pay-only probationers; and (3) whether such conduct constitutes negligent misrepresentation, negligent supervision, and/or unjust enrichment under Georgia law. Common questions of fact include whether Sentinel’s contract with the Atlanta Municipal Court authorized Sentinel to charge the class members “enrollment fees.”

- (c) The policy challenged in this action applies with equal force to the named Plaintiffs and all members of the class so that the claims of the Plaintiffs are typical of those of the class. All class members have paid the same \$20 fees, whether in one case or in multiple cases; all such fees were collected in violation of law, and unjustly enriched Sentinel Offender

Services.

- (d) The named Plaintiffs will fairly and adequately protect the interests of the class. Plaintiffs possess the requisite personal interest in the subject matter of the lawsuit and possess no interests adverse to other class members. Plaintiffs are represented by attorneys at the Southern Center for Human Rights, a nonprofit organization, and Caplan Cobb, a law firm. Plaintiffs' counsel have extensive experience in complex class action litigation. Plaintiffs' counsel have the resources, expertise, and experience to effectively prosecute this action.

34. Plaintiffs meet the requirements of Rule 23(b)(3) because common questions of law and fact predominate over questions affecting individual class members. Indeed, the claims of the putative class members are essentially identical: Defendants charged each one the same fee, which was unlawful for the same reasons every time. This is true even though some class members may have been required to pay the fee more than once, in connection with multiple cases at the Atlanta Municipal Court, as with Plaintiff Saint Vil.

35. A class action is superior to any other method of adjudicating this dispute because hundreds or thousands of people paid unauthorized fees demanded

by Defendants, and few are likely to have the time, legal acumen, and resources to pursue a reimbursement of these costs on their own.

36. In the absence of a class action, Sentinel will be permitted to keep money exacted from class members tortiously and in violation of their constitutional rights.

V. STATEMENT OF FACTS

A. “Pay-Only” Probation in Georgia

37. The Georgia Code allows municipal courts to contract with private companies to supervise people sentenced to probation for certain misdemeanors, including traffic violations, and for violations of municipal ordinances.

O.C.G.A. § 42-8-101(b)(1).

38. The courts do not pay these for-profit companies to supervise probationers. Instead, private companies enter contracts that “require the payment of a probation supervision fee” by each person on probation. O.C.G.A. § 42-8-102(c). These fees are collected by probation companies directly from probationers, and are retained by the probation companies.

39. Georgia courts also sentence people to “pay-only probation,” which “means [when] a defendant has been placed under probation supervision solely

because such defendant is unable to pay the court imposed fines and statutory surcharges when such defendant's sentence is imposed." O.C.G.A. § 42-8-103(a). Additionally, traffic offenses and many other low-level offenses are criminalized as misdemeanors, rather than infractions.⁵

40. The widespread use of pay-only probation, in lieu of some other kind of payment plan, means that a low-income person in Georgia will usually pay a greater amount than a wealthy person would for the same offense.

41. Pay-only probation is unlike other methods of collecting fines because it involves the imposition of a probated jail sentence, and it allows the debtor to be jailed, with limited procedural safeguards, for failing to pay.

42. At the time of the events relevant to this complaint, Sentinel Offender Services, LLC was likely the largest probation company in the nation. Sentinel was a party to contracts authorizing the company to supervise people on probation in over 70 courts throughout the State of Georgia.

⁵ As a result of these policies, Georgia has a higher rate of people on probation than any other state, *and* the highest number of people on probation, in absolute terms. *See* Bill Rankin, "Georgia Justice Reformers: Cut the Number of Offenders on Probation — State's Rate is Almost Four Times the National Average," *Atlanta Journal-Constitution*, Feb. 23, 2017, available at <http://bit.ly/2l3h46T> (accessed July 18, 2017); U.S. Department of Justice, Bureau of Justice Statistics, "Probation and Parole in the United States, 2015" at 16, available at www.bjs.gov/content/pub/pdf/ppus15.pdf (accessed July 18, 2017).

43. From 2006 to 2017, Sentinel supervised people who were sentenced to probation by the Atlanta Municipal Court, which has jurisdiction over certain misdemeanors and violations of municipal ordinances. *See* O.C.G.A. § 36-32-1.

B. Sentinel’s Narrow Authority to Collect Fees from People Sentenced to Probation for Inability to Pay

i. Georgia’s Statutory Framework

44. Under Georgia’s statutory framework for private probation, courts may contract with private companies that offer “collection services” of moneys to be paid “according to the terms of the sentence imposed . . . [and] any moneys which by operation of law are to be paid . . . in consequence of the conviction.” O.C.G.A. § 42-8-101(b)(1). This provision defines the scope of moneys that a private probation company may legally demand from people under its supervision.

45. State regulations further provide that “[n]o probation entity shall assess, collect, or disburse any funds as it pertains to the collection of court-ordered monies, except by written order of the court or as required by State law.” Ga. Comp. R. & Regs. 503-1-.30.⁶

⁶ This regulation was in force at all times relevant to this action. On February 14, 2017, new probation regulations came into effect. The equivalent of old Rule 503-1-.30 appears at new Ga. Comp. R. & Regs. 105-2-.15, with an amendment, in

46. The most recent contract between Sentinel and the Municipal Court of Atlanta was executed on January 29, 2013.

47. The contract's fee schedule limited the fees that Sentinel could collect from people on probation. (Ex. B at 33–36.)⁷ This fee schedule was incorporated by reference into the contract as a whole. (*Id.* at 3 (¶¶ 1.1, 1.2); *id.* at 26 (§ 6)).

Therefore, the contract states that:

The court order directs the probationer to pay a monthly supervision fee to Sentinel in an amount approved by the Court and specified in the contract. A probationer is *never charged more than the contract amount*.

(*Id.* at 34) (emphasis added).

48. This provision is followed immediately by a table listing the monthly supervision fees that Sentinel was legally authorized to collect. The table outlines three escalating “Supervision Levels,” each with a higher monthly supervision fee. People sentenced to pay-only probation were classified as Level 1, and required to

italics: “No probation entity or individual shall assess or collect from a probationer or disburse any funds, except as authorized by written order of the court, *as authorized by the written service agreement*, or as required by State law.” Ga. Comp. R. & Regs. 105-2, <http://rules.sos.state.ga.us/gac/105-2> (accessed July 18, 2017). In any event, the challenged fees would also be unlawful under the amended regulation.

⁷ All exhibit pin-cites refer to pages of that exhibit's PDF, including the exhibit's cover sheet.

pay a fee of \$27 per month. Those sentenced to the highest level, Level 3, would be required to pay \$35 per month. (*Id.* at 34; *see also id.* at 26).

49. The fee schedule contains the following proviso, marked with an asterisk: “For Level 1 [pay-only] cases, if all fines are paid within the first thirty (30) days of supervision, only a one-time administrative fee of \$20.00 will be assessed.” (*Id.* at 34) (emphasis added).

Supervision Level	Cost
Level 1 – Financial Services (Pay Only) * = For Level 1 cases, if all fines are paid within the first thirty (30) days of supervision, only a one-time administrative fee of \$20.00 will be assessed.	\$27.00 per month *
Level 2 – Compliance Services (Conditions Cases)	\$32.00 per month
Level 3 – Intensive Probation Supervision	\$35.00 per month

50. This provision of the contract authorized Sentinel to collect a “one-time administrative fee” *only* if a pay-only probationer paid her entire fine within 30 days of sentencing—thus terminating supervision, and depriving Sentinel of the revenue it could collect if she had stayed on probation for a longer period of time.

ii. Statutory Limitations Imposed by H.B. 310 in 2015

51. On July 1, 2015, a new Georgia statute, O.C.G.A. § 42-8-103, came effect. The statute had been enacted as part of a reform bill known as H.B. 310, a legislative overhaul intended to address “problems plaguing the misdemeanor

probation system.” *See Report of Ga. Council on Crim. Justice Reform*, 21–26 (2015), available at <http://bit.ly/2sgH6IN> (visited June 15, 2017).

52. New O.C.G.A. § 42-8-103 imposed limitations on how much money pay-only probationers could be ordered to pay to a probation company. As a result, the statute further restricted the situations in which Sentinel could lawfully collect revenue in pay-only cases. In relevant part, Section 42-8-103 provides that:

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* notwithstanding the number of cases for which a fine and statutory surcharge were imposed or that the defendant was sentenced to serve consecutive sentences.

O.C.G.A. § 42-8-103(b) (emphasis added).

53. From 1993—when Sentinel began providing probation services in Georgia—until July 1, 2015, Georgia law imposed no such restriction. A person sentenced to pay-only probation to pay off a single misdemeanor fine could be required to pay a company’s supervision fees for up to a year. For pay-only probationers whose cases were adjudicated in the Atlanta Municipal Court, twelve months of supervision fees and state fees would cost \$528, in addition to the fine itself.

54. Until July 1, 2015, a person sentenced to consecutive one-year terms of misdemeanor pay-only probation could be ordered to pay Sentinel’s supervision

fees for as many years as it took her to pay off the fine, or until the sentences expired. *See* O.C.G.A. § 17-10-10 (judicial authority to sentence defendants to consecutive or concurrent terms).

55. This long-term revenue source ended when Georgia enacted O.C.G.A. § 42-8-103 as part of the H.B. 310 reform bill. The law had a significant impact on the revenues that Sentinel was able to collect from the approximately 5,000 pay-only probationers the company supervised for the Atlanta Municipal Court each quarter.⁸

56. H.B. 310's three-month cap on fees also added a new statutory limit on the collection of a \$20 "enrollment fee," independent of the terms in Sentinel's Atlanta contract.

57. Under O.C.G.A. § 42-8-103, the fees that companies could legally collect from pay-only probationers had been "capped so as not to exceed three months of *ordinary* probation supervision fees." O.C.G.A. § 42-8-103(b)

⁸ In June 2016, Defendants asked the Atlanta Municipal Court to restructure Sentinel's contract. (Ex. C at 2.) Citing the impact of H.B. 310 and "misperceptions" about the probation industry (*id.* at 7), Sentinel warned that its "offender-funded" service model had become "politically and fiscally untenable not only for the providers but for the cities and counties that relay [sic] on fines generated by criminal sanctions." (*Id.*) Sentinel proposed that the court remedy these issues by paying Sentinel directly for its services. (*Id.* at 11). The court did not adopt Sentinel's proposal.

(emphasis added). This limitation on fee revenues applied “notwithstanding the number of cases for which a fine and statutory surcharge were imposed or that the defendant was sentenced to serve consecutive sentences.” *Id.*

58. As a result, pay-only probationers in Atlanta who needed three or more months to pay off their fines could be required to pay Sentinel no more than \$81—that is, Sentinel’s \$27 per month probation supervision fee, multiplied by three months.

59. Therefore, after July 1, 2015, the new statute *prohibited* Sentinel from charging pay-only probationers \$81 plus an additional \$20 “enrollment fee,” even if such a fee had been authorized by statute and ordered by the court.

60. Sentinel was not authorized to make an end-run around the statutory cap in pay-only cases by charging pay-only probationers like Adams and Saint Vil an amount of money greater than “three months of *ordinary* probation supervision fees,” and calling those extra fees “administrative fees.” *See* O.C.G.A. § 42-8-103(b).

C. Sentinel’s Violation of Georgia Law and Its Contract with the City of Atlanta

61. Sentinel violated its contract and Georgia law by extracting a \$20 “enrollment” or “administrative” fee from Stacey Adams, Jerry Saint Vil, and other

people who were sentenced to pay-only probation and needed more than 30 days to pay.

i. Application of Defendants' Policies to Stacey Adams

62. On July 4, 2015, Stacey Adams received a citation for making an improper u-turn, a misdemeanor under Georgia law. She appeared before Judge Elaine Carlisle in the Atlanta Municipal Court on July 27, 2015, and pleaded nolo contendere. (Ex. D at 3.)

63. The Atlanta Municipal Court sentenced Adams to a fine plus surcharges that totaled \$215.25 (hereinafter referred to as a "fine," for simplicity's sake). (*Id.*)

64. If Adams had been able to pay the fine, her case would have been resolved that day, and she would have paid no money to Sentinel. But Adams was a single mother who had recently been laid off from the company where she had worked for nine years. Because she did not have enough money to pay the fine, Adams was placed on pay-only probation (i.e., she was sentenced to a 12-month jail term, probated, with financial conditions only, and to be terminated upon payment of court-ordered financial obligations).

65. Judge Carlisle memorialized Adams's sentence in a disposition form.

(*Id.*) The disposition listed out all financial obligations that had been imposed pursuant to the sentence.

66. The disposition form shows that the court ordered Adams to pay Sentinel \$36 per month for the first three months of her sentence. This payment was comprised of the \$27 monthly supervision fee specified in Sentinel's contract, and a \$9 monthly payment into the "Georgia Crime Victims Emergency Fund," as required by O.C.G.A. § 17-15-13.

67. Aside from the \$215.25 fine and these fees, no other financial obligations were imposed by the court, and the court ordered that her twelve-month sentence be terminated upon full payment.

68. After being sentenced, Adams was instructed to meet with a probation officer employed by Sentinel. The Sentinel employee required Adams to sign a document acknowledging the terms of her sentence and a list of "general instructions" for probationers. (*Id.* at 5.)

69. Adams was required to affirm her understanding that "noncompliance with these orders and instructions could result in the revocation of my probation sentence and incarceration."

70. This document also included language asserting that, if Adams paid off her \$215.25 fine within 30 days, she would have to pay Sentinel only a \$20 fee,

rather than paying \$36 a month (comprised of Sentinel’s ordinary \$27 monthly supervision fees, and the \$9 monthly payment into the crime victims’ fund). The total amount of \$235.25 and thirty-day deadline, on August 27, were written in by hand:

\$20 Probation Enrollment Fee. Must PAY \$235.25 IN FULL BY 8/27 TO AVOID ADDITIONAL FEES. First payment due on: 13 Aug 15

71. This provision accords with Sentinel’s contract, which authorizes “a one-time administrative fee of \$20.00” only in instances where “all fines are paid within the first thirty (30) days of supervision.” The contract does not authorize Sentinel to impose the fee if probation continues for a longer period, in which case a probationer is instead to be charged the ordinary monthly supervision fee for each additional month served on probation.

72. During this initial meeting, the probation officer also presented Adams with a document stating that unless she paid the entire \$235.15 by August 13, 2015—17 days later, not 30—she would have to report to Sentinel’s office and begin paying a supervision fee. (*Id.* at 6.) This document warned that failure to follow these instructions “*can result in an order being filed with the court that can suspend your license or result in the issuance of a warrant for your arrest.*” (*Id.*) (Emphasis in original.)

73. Adams was unable to pay \$235.25 by August 13.

74. On August 19, 2015, Adams paid Sentinel \$100 and met with a probation officer, who required her to sign another document. Under the heading “Payment Acknowledgement,” the document included this statement:

I have been ordered by the Court to pay fines, costs, and restitution in the amount of \$235.25 and a monthly GCVEF in the amount of \$9 and a probation supervision fee in the amount of \$27.

(*Id.* at 7.)

75. Adams had been ordered by the Atlanta Municipal Court to pay fines and costs in the amount of \$215.25—not \$235.25. (*Id.* at 2.)

76. On March 28, 2016, Adams made her last payment to Sentinel. (*Id.* at 10.) Her case was formally closed on April 7. (*Id.* at 12.) In total, Sentinel had required that Adams pay \$349.42 before they would inform the court that she had completed her sentence. The following table⁹ illustrates how those funds were allocated:

⁹ This table was prepared by Plaintiffs’ counsel. It summarizes Sentinel payment records from Plaintiff Stacey Adams’s case. *See* Exhibit D at 8–12.

Atlanta Municipal Court Fine		215.25
Sentinel's Monthly Probation Supervision Fee	(#1 of 3)	27.00
"	(#2 of 3)	27.00
"	(#3 of 3)	27.00
Fee - Georgia Crime Victim's Emergency Fund	(#1 of 3)	9.00
"	(#2 of 3)	9.00
"	(#3 of 3)	9.00
Fees from Sentinel's Third-Party Credit Card Processor		6.17
Sentinel "Enrollment Fee" / "Administrative Fee"		20.00
TOTAL PAYMENTS		349.42

77. Sentinel's demand that Adams pay a \$20 "enrollment fee" was unlawful for three reasons.

78. First, because Adams had needed more than 30 days to pay off her fines, Sentinel's collection of a \$20 enrollment fee was not authorized by its contract with the Atlanta Municipal Court; as a result, Sentinel had violated Georgia's statutory framework for private probation, which only confers authority to collect money to be paid "according to the terms of the sentence . . . [or] by operation of law." O.C.G.A. § 42-8-101(b)(1).

79. Second, because the \$20 "administrative fee" was not authorized by any statute, Sentinel violated the Georgia law that prohibits the imposition of costs on criminal defendants unless those costs are explicitly authorized in the Georgia

Code.¹⁰

80. Finally, because Adams had paid Sentinel “three months of *ordinary* probation supervision fees,” O.C.G.A. § 42-8-103(b), collecting an additional \$20 “enrollment fee” also violated the 2015 statute enacted to limit the fees that could be extracted from people sentenced to probation because of their inability to pay.

ii. Application of Defendants’ Policies to Jerry Saint Vil

81. On three occasions between January 2015 and August 2016, Jerry Saint Vil was required to pay an illegal \$20 “enrollment fee,” in connection with three separate misdemeanor convictions for minor traffic offenses in the Atlanta Municipal Court.

82. Saint Vil was first required to pay an illegal \$20 enrollment fee in connection with a case designated with the case number 14-TR-073852. (Ex. E.) On January 7, 2015, Saint Vil pleaded *nolo contendere* to following too closely, a misdemeanor under Georgia law. He was ordered to pay a fine plus surcharges that totaled \$386.00. Because Saint Vil was unable to pay that amount

¹⁰ Georgia law provides that “the only costs which may be imposed on a criminal defendant are those which are specifically authorized by statute to be assessed against a defendant.” *Smith v. State*, 272 Ga. 83, 84 (2000).

immediately, he was sentenced to a twelve-month jail term, probated with “pay-only” conditions. (*Id.* at 2.)

83. The court ordered Saint Vil to pay Sentinel \$36 per month, comprised of a \$27 monthly supervision fee, and a \$9 payment into the “Georgia Crime Victims Emergency Fund,” as required by O.C.G.A. § 17-15-13. Aside from the \$386 fine and these fees, no other financial obligations were imposed by the court.

84. Sentinel’s payment records show that on January 22, 2015, Saint Vil paid a \$20 “enrollment fee” in connection with case 14-TR-073852. (*Id.* at 3.) Saint Vil finished paying all fines associated with case 14-TR-073852 on March 5, 2015, which was 57 days after his sentence had begun. (*Id.* at 5.) Because Saint Vil needed more than 30 days to pay off his fines, Sentinel had no authority to charge him a \$20 “enrollment fee.”

85. The second time that Saint Vil was required to pay the illegal fee was related to case number 15-TR-167189. (Ex. F.) On January 29, 2016, Saint Vil pleaded *nolo contendere* to failure to maintain lane, a misdemeanor under Georgia law. He was ordered to pay a fine plus surcharges that totaled \$315.25. (*Id.* at 2.) Because Saint Vil was unable to pay this amount immediately, he was sentenced to a five-month jail term, probated with “pay-only” conditions. Again, the court ordered Saint Vil to pay Sentinel \$36 per month, and imposed no other financial

obligations upon him.

86. Sentinel's payment records show that on April 7, 2016, Saint Vil paid a \$20 "enrollment fee" in case 15-TR-167189. (*Id.* at 3.) Saint Vil finished paying all fines associated with case 15-TR-167189 on June 30, 2016, which was 157 days after his sentence had begun. (*Id.* at 4.) Because Saint Vil needed more than 30 days to pay off his fines, Sentinel had no authority to charge him this \$20 "enrollment fee."

87. Moreover, Saint Vil had also paid Sentinel three monthly supervision fees of \$27 each, for a total of \$81, in connection with this case. The case was adjudicated after July 1, 2015, the date when new O.C.G.A. § 42-8-103(b) capped pay-only probation fees "so as not to exceed three months of *ordinary* supervision fees." *See* ¶¶ 51–60, *supra*. Therefore, the collection of a \$20 "enrollment fee" in case 15-TR-167189 also violated the 2015 statute, which had been enacted to protect people in Saint Vil's position.¹¹

88. The third time that Saint Vil was required to pay the illegal fee

¹¹ Transaction records included in Exhibit E show that some of Saint Vil's payments were also applied to a separate case, 16-TR-016312, in which Saint Vil was again convicted of following too closely. In that case, Saint Vil was sentenced to pay-only probation, as well; however, the sentence ran concurrently with 15-TR-167189, and it appears that Sentinel neither charged Saint Vil a second "enrollment fee," nor double-charge him for probation supervision fees.

resulted from a case designated 16-TR-031784. (Ex. G.) On August 22, 2016, Saint Vil pled *nolo contendere* to the misdemeanor offense of failing to obey a traffic control device. He was ordered to pay a fine plus surcharges that totaled \$215.25. Because Saint Vil was unable to pay this amount immediately, he was sentenced to an eleven-month jail term, probated with “pay-only” conditions. Again, the court Saint Vil to pay Sentinel \$36 per month, for a maximum of three months, and imposed no other financial obligations upon him. (*Id.* at 2.)

89. After being sentenced, Saint Vil was instructed to meet with a probation officer employed by Sentinel. The Sentinel employee required that Saint Vil sign a document that included this statement, under the heading “Payment Acknowledgement”:

I have been ordered by the Court to pay fines, restitution and fees in the amount of \$235.25 and a \$27 monthly probation supervision fee to Sentinel Offender Services.

(*Id.* at 3.)

90. In case 16-TR-031784, Saint Vil had been ordered by the Atlanta Municipal Court to pay fines and costs in the amount of \$215.25—not \$235.25.

(*Id.* at 2.)

91. Moreover, contrary to the “Payment Acknowledgment,” Sentinel’s

contract with the court allowed the company to require that a pay-only probationer pay *either* a one-time \$20 administrative fee if he paid all fines during the first 30 days of pay-only probation, *or* the company's \$27 monthly ordinary supervision fee, in subsequent months—but not both.

92. Sentinel's payment records show that on December 16, 2016, Saint Vil paid a \$20 "enrollment fee." (*Id.* at 4.) With this transaction, Saint Vil also finished paying off the fine and surcharges of \$215.25, per court's order. He had been on probation for 116 days. Because Saint Vil needed more than 30 days of pay-only probation to pay off the fine, Sentinel had no authority to charge him a \$20 "enrollment fee."

93. Altogether, Saint Vil had been required to pay the illegal \$20 enrollment fee three times, for a total of \$60. The following tables¹² illustrate how Saint Vil's payments in these cases were allocated:

¹² These tables were prepared by Plaintiffs' counsel. They summarize Sentinel payment records from the three cases in which Saint Vil was charged the unlawful fee. *See* Exhibits E, F, and G.

Case 14-TR-073852 (Following Too Closely)

Atlanta Municipal Court Fine & Costs	386.00
Sentinel's Monthly Probation Supervision Fee (#1 of 1)	27.00
Fee - Georgia Crime Victim's Emergency Fund (#1 of 1)	9.00
Fees from Sentinel's Third-Party Credit Card Processor	7.06
Sentinel "Enrollment Fee" / "Administrative Fee"	20.00
TOTAL PAYMENTS	449.06

Case 15-TR-167189 (Failure to Maintain Lane)

Atlanta Municipal Court Fine & Costs	315.25
Sentinel's Monthly Probation Supervision Fee (#1 of 3)	27.00
" (#2 of 3)	27.00
" (#3 of 3)	27.00
Fee - Georgia Crime Victim's Emergency Fund (#1 of 3)	9.00
" (#2 of 3)	9.00
" (#3 of 3)	9.00
Fees from Sentinel's Third-Party Credit Card Processor	11.38
Sentinel "Enrollment Fee" / "Administrative Fee"	20.00
TOTAL PAYMENTS	454.63

Case 16-TR-031784 (Failure to Obey Traffic Control Device)

Atlanta Municipal Court Fine & Costs	215.25
Sentinel's Monthly Probation Supervision Fee (#1 of 2)	27.00
" (#2 of 2)	27.00
Fee - Georgia Crime Victim's Emergency Fund (#1 of 2)	9.00
" (#2 of 2)	9.00
Fees from Sentinel's Third-Party Credit Card Processor	5.53
Sentinel "Enrollment Fee" / "Administrative Fee"	20.00
TOTAL PAYMENTS	312.78

iii. Other Class Members

94. Between January 2013, when the contract between Sentinel and Atlanta was executed, and January 2017, when Sentinel left the municipal court, Sentinel supervised thousands, and perhaps tens of thousands, of people who, like Plaintiffs, were sentenced to pay-only probation after adjudication in the Atlanta Municipal Court.

95. According to the limited records presently available to Plaintiffs, for at least some of the relevant time period, Sentinel collected a quarterly average of \$55,000 in "enrollment fees" from people sentenced to pay-only probation by the Atlanta Municipal Court. (*See Ex. A.*)

96. These number suggest that Sentinel collected a \$20 enrollment fee

from roughly 2,750 pay-only probationers, every three months. Plaintiffs expect to show that a significant portion of the fees were collected illegally from pay-only probationers like Adams and Saint Vil, who needed more than 30 days of pay-only probation to finish paying their fines.

D. Finding by Georgia Regulatory Agency That Sentinel Had No Authority to Collect the “Enrollment Fees” from Plaintiffs

97. In August 2016, Sentinel’s operations were audited by the Georgia Department of Community Supervision (DCS), the state agency that regulates probation providers. *See* O.C.G.A. §§ 42-3-3(a)(8); 42-8-109.3.

98. DCS summarized the results of Sentinel’s in a written “Compliance Review Report.” (Ex. H.)

99. As part of the compliance review, DCS reviewed 117 probationer case files chosen from six of the 71 Georgia courts where Sentinel held probation supervision contracts. DCS also reviewed Sentinel’s probation service contracts from the 71 courts where Sentinel supervised probationers. The review was conducted at one of Sentinel’s offices, where DCS staff met with Defendants Tim Lewis and Steve Queen. (*Id.* at 6–7.)

100. One of the Sentinel jurisdictions included in the DCS case-file review was the Atlanta Municipal Court, and one of the case files reviewed was that of

Plaintiff Stacey Adams. (*Id.* at 20.)

101. The report noted that Adams and other pay-only probationers from the Atlanta Municipal Court had been “charged a \$20 enrollment fee; however contract only authorizes this fee where the case is paid in full within 30 days.”

(*Id.*)

102. The DCS compliance review report ended with the agency’s regulatory “findings,” which are “[a]rea(s) that must be improved upon to bring the [provider] into compliance with [DCS] rules and/or GA Statutes.” (*Id.* at 2.)

103. Each finding is followed by a “recommendation,” an action that is “required” to bring the probation provider into compliance with Georgia law. (*Id.*)

104. Sentinel’s compliance report included a finding under the heading “Unlisted Fee Amounts.” (*Id.* at 24.) The finding noted that in five of the six jurisdictions from which DCS had reviewed case-files, “Sentinel collected one or more fees which do not specifically appear within either the service contract or the court sentence.”

105. With regard to the Atlanta Municipal Court, DCS found that Sentinel charged two fees that were neither authorized by Sentinel’s contract, nor ordered by the court as part of an individual’s sentence:

- (a) DCS admonished Sentinel for collecting a “\$20 Enrollment fee

for *all* Pay-Only cases.” (Emphasis added.) DCS “note[d] the Atlanta Municipal Court contract authorizes a \$20 administrative fee; however, the contract only explicitly authorizes this fee for Pay-Only cases which pay in full within 30 days of sentencing.”

- (b) DCS also found that probationers who paid their fines via Sentinel’s website were charged an unauthorized “convenience fee” by the company’s third-party payment processor.

(*Id.*)

106. To cure Sentinel’s non-compliance with the law, DCS instructed the company to “[e]nsure all fees are included within, and collected in accordance with, either the court contract or a court order.” DCS further instructed the company to “[c]onsult with the courts to determine if probationers are due refunds.” (*Id.*)

E. Sentinel’s Unsuccessful Attempt to Modify its Contract, and Retroactively Authorize Collection of Illegal “Enrollment Fees”

107. Plaintiffs expects to show that, after receiving the DCS Compliance Report in August 2016, Sentinel made no efforts to provide refunds to Plaintiffs or other low-income probationers who had paid the unauthorized fee.

108. Instead, Defendants Mark Contestabile and Tim Lewis asked the Atlanta Municipal Court to sign a new Standing Order purporting to ratify the company's violation of Georgia law and the 2013 fee agreement.

109. On September 6, 2016, Contestabile emailed a Microsoft Word document to the clerk-administrator of the Atlanta Municipal Court and one of its judges. (Ex. I at 2.) Contestabile asked that the court sign the document, which was styled as a "Standing Order in re: Payment Transactions and Fees." (*Id.* at 3.)

110. Sentinel's draft order purported to retroactively allow the company to collect the two fees that DCS had identified as unauthorized in the Compliance Review.

111. The draft order authorized the convenience fee charged by Sentinel's third-party credit card processor. Sentinel's draft order also purported to "acknowledge" that the 2013 contract between Sentinel and the Atlanta Municipal Court had authorized fees "includ[ing] a one-time twenty dollar administration fee *on cases* defined as Pay Only." (Emphasis added.)

112. Thus, while styled as a "Standing Order," the document was in effect a modification of the 2013 Sentinel-Atlanta contract, with its proviso allowing Sentinel to collect a fee from pay-only probationers "*if* all fines are paid within the first (30) days." (*See* Ex. B at 34.)

113. Between September 6 and October 12, 2016, Defendants Mark Contestabile and Tim Lewis sent over a dozen emails to the court's judges and administrator on the topic of the Standing Order. (Ex. I at 2–17.) Contestabile and Lewis repeatedly asked that the court sign the order and return it to them, so that the order could be sent to DCS.

114. On October 3, 2016, Mark Contestabile emailed Judge Chris Portis and the clerk-administrator “to inform the court that Sentinel does not wish to execute the final one year extension of our contract which is scheduled to begin in January of 2017.” Contestabile stated that Sentinel’s Atlanta business was “financially no longer feasible to operate” because of the probation reform legislation that had been enacted in 2015. (Ex. J.)

115. On October 10, Judge Portis emailed Mark Contestabile and asked him to “please provide a quick explanation” as to why Sentinel needed to provide the Standing Order to DCS. Contestabile represented that “DCS wanted further clarification regarding the \$20 Administrative Fee and its application.” He hoped to use the new order to “demonstrate to DCS that operations are being administered in accordance with court expectations.” (Ex. I at 16.)

116. On October 12, Chief Judge Calvin Graves signed a new Standing Order that differed from the draft provided by Sentinel. (*Id.* at 18.)

117. The order did authorize the convenience fee collected from probationers who paid online. However, the court removed Sentinel's draft language purporting to "acknowledge" that the 2013 contract allowed Sentinel to collect a \$20 administrative fee "on cases defined as Pay Only," i.e., from every pay-only probationer.

118. The following page reproduces Sentinel's draft order, with redlines added to indicate where the Atlanta Municipal Court removed language that Sentinel inserted in an attempt to secure ratification for its illegal conduct:

**IN THE MUNICIPAL COURT OF ATLANTA
STATE OF GEORGIA**

STANDING ORDER

IN RE: Payment Transactions and Fees

WHEREAS ~~IT IS HEREBY CONSIDERED, ACKNOWLEDGED, ORDERED AND ADJUDGED,~~ the Court entered into an Agreement effective January 29, 2013, contract number FC-5440 which incorporates the Request for Proposal response submitted by Sentinel Offender Services, whereby Sentinel agreed to provide probation services to the Municipal Court of Atlanta.

Included in the Agreement is the description of payment transaction methods available to the probationer for payment of court imposed financial obligations, ~~furthermore, included therein is the proposed service fee schedule which includes a one-time twenty dollar administration fee on cases defined as Pay Only,~~

The Agreement acknowledges that the probation service provider will accept credit and/or debit cards as a means of payment for any court ordered obligations. The Court acknowledges the credit card processing company charges a reasonable transaction fee to the probationer if the probationer chooses to pay by credit or debit card. The Court acknowledges the probationer also has the option to pay by cash, money order or certified check. The Court further acknowledges that the credit card transaction processing fee is not charged by or retained by the Court's probation service provider. ~~Furthermore, the Agreement acknowledges and approves the administrative fee as described and acknowledges that if a probationer satisfies their financial obligations within the first thirty days of probation, no probation supervision fees will be assessed on a case defined as Pay Only. Probation supervision fees will begin after the first 30 days of supervision and will be assessed monthly not to exceed three months of supervision fees.~~

NOW THEREFORE, this Standing Order shall be filed with the Clerk of Court and remain in effect with respect to all cases until further order of this Court.

SO ORDERED, this _____ day of _____, 2016

BY: _____
Calvin S. Graves, Chief Judge
Municipal Court of Atlanta

119. On the afternoon of October 12—having received the court’s new Standing Order—Contestabile sent an email to Judge Graves and the Clerk of the Atlanta Municipal Court. Contestabile acknowledged that the new order “does not address the application of the Administrative fee.” (*Id.* at 19.)

120. On October 31, Contestabile submitted a formal letter affirming that Sentinel would cease operations at the Atlanta Municipal Court at the end of 2016. (*Id.* at 22.) Sentinel actually ceased Atlanta operations somewhat later, in January 2017.

F. Sentinel’s Further Efforts to Avoid Regulatory Enforcement, and Its Eventual Sale of Regulated Business Holdings

121. During the months of September 2016 to January 2017, Defendants also disputed the results of the Department of Community Supervision’s August 2016 Compliance Review Report, and the regulator’s finding that Sentinel had no authority to collect “enrollment fees” from Plaintiffs and others in Atlanta.

122. Defendants’ efforts included a series of letters that Defendant Steve Queen, Sentinel’s Director of Georgia Services, wrote to DCS auditors.

123. In a letter dated October 12, 2016 (Ex. K), Queen asserted that Sentinel’s Atlanta contract authorized the company to collect a \$20 administrative fee from *every* pay-only probationer, despite the contrary meaning of the only

contractual provision to address the matter.

124. Queen wrote, “[o]ur language indicates that there is an Administrative Fee of only \$20 for individuals who pay their fines in full in the first 30 days.” (*Id.* at 4.) Queen argued that Sentinel nevertheless had authority to demand the fee from all pay-only probationers, because the language of the contract “did not *exclude* the Administrative Fee.” (*Id.*)

125. Queen further asserted that Sentinel was authorized to charge the fee to every single pay-only probationer because Sentinel staff had “identified” the fee “[d]uring the bid process” for the contract. Queen presented no evidence for this assertion. Nor did he offer reasons why purported discussions during negotiation would override the meaning of the contract’s language, which Queen had acknowledged, or of another provision appearing on that page:

The court order directs the probationer to pay a monthly supervision fee to Sentinel in an amount approved by the Court and specified in the contract. A probationer is *never* charged more than the contract amount.

(Ex. B at 34).¹³

126. Queen also told DCS that Sentinel had requested a new Standing

¹³ As Georgia’s largest probation provider, Sentinel had served at least 80 courts over the years, and its executives had decades of experience with responding to RFPs and contracting with courts for probation services.

Order from the court, and a contract amendment, “to ensure there is no misunderstanding.” As discussed in ¶¶ 107–120 above, the Atlanta Municipal Court never signed such an order, and the contract was never amended to retroactively authorize Sentinel’s illegal conduct.

127. On January 17, 2017, the City of Atlanta entered into a contract with another probation company, Judicial Corrections Services (“JCS”).

128. Defendant Steve Queen continued to press DCS to reverse its finding that Sentinel had been charging an unauthorized fee to probationers in Atlanta. In a letter dated January 19 (Ex. L), Queen told DCS that “[t]he findings related to the Atlanta Municipal Court need to be removed [because] Sentinel no longer serves the Atlanta Municipal Court and all files have been transferred to a new vendor.” (*Id.* at 3.)

129. Sentinel still has possession of the funds that it illegally collected from Plaintiffs, and presumably from other members of the putative class.

130. Moreover, Plaintiffs expect to show that Sentinel did not transfer files to Atlanta’s new probation provider, JCS. When served with a request for probation records from cases during the relevant time period, JCS’s Corporate Counsel replied that “no data was received by Judicial Corrections Services from Sentinel Offender Services” with regard to those cases. (Ex. M.)

131. When the Atlanta Municipal Court was asked to provide payment records from Plaintiffs' cases, the clerk's office produced only the court's internal records. These documents account for court-ordered fines that Sentinel collected and then remitted to the court, but reveal nothing about money that Sentinel collected and retained for itself. (*Compare* Ex. N (court record showing that Plaintiff Jerry Saint Vil paid \$315.25 in fines and surcharges in case 15-TR-167189) *with* Ex. F at 3–5 (Sentinel payment records showing that, in addition to the fine, Sentinel also collected an illegal \$20 “enrollment fee,” and three months of ordinary probation supervision fees as allowed by law).)

132. Upon information and belief, Sentinel employees also removed original, hard-copy case records from the Atlanta Municipal Court before the end of the company's contract, leaving behind no information about who Sentinel had supervised on probation, or what moneys the company had demanded from those people in excess of the amounts the Atlanta Municipal Court had ordered them to pay.

133. On February 20, 2017, Sentinel sold its Georgia probation contracts to

another private probation company.¹⁴ As a result, Sentinel's actions escaped further scrutiny from the Department of Community Supervision, and no disciplinary action was brought to remedy the findings of noncompliance noted in the August 2016 Compliance Report Review.

VI. CLAIMS FOR RELIEF

COUNT I: DUE PROCESS VIOLATION

Violation of the Fourteenth Amendment to the United States Constitution, Brought Under 42 U.S.C. § 1983, and Violation of Art. I, Sec. I, Para. I of the Georgia Constitution

134. Plaintiffs Stacey Adams and Jerry Saint Vil incorporate herein and reallege, as if fully set forth herein, all factual allegations of the preceding paragraphs.

135. Defendants acted at all times under color of state law. Money is property that cannot be taken from a person under color of law without due process. Defendants established a custom and practice of systematically extracting unlawful "enrollment fees" without any legal authority to do so. Acting pursuant

¹⁴ See "CSRA Probation Services acquires Sentinel," *Augusta Chronicle*, February 27, 2017, available online at <http://chronicle.augusta.com/news/2017-02-27/csra-probation-services-acquires-sentinel> (last visited June 17, 2017).

to this longstanding policy, Defendants jointly and severally deprived Plaintiffs' of their property without due process of law, in violation of Plaintiffs' constitutional rights. *See* U.S. Const. amend. XIV, § 1; Ga. Const. art. 1, § I, ¶¶ I and II.

136. Defendants directly and proximately caused these violations of Plaintiffs' rights. Defendants knew or should have known that depriving people of property under color of law, without due process or legal authority for the deprivation, violated Plaintiffs' constitutional rights. Defendants Mark Contestabile, Tim Lewis, and Steve Queen caused, authorized, condoned, ratified, approved, and knowingly participated in Sentinel's longstanding policy and practice of demanding illegal \$20 "enrollment fees" from pay-only probationers without authority to collect such fees.

137. Defendants' actions were willful, deliberate, and malicious, and involved reckless or callous indifference to Plaintiffs' rights, and should be punished and deterred by an award of punitive or enhanced damages against all Defendants as permitted by law.

**COUNT II:
EQUAL PROTECTION VIOLATION**

**Violation of the Fourteenth Amendment to the United States Constitution,
Brought Under 42 U.S.C. § 1983, and
Violation of Art. I, Sec. I, Para. I of the Georgia Constitution**

138. Plaintiffs incorporate herein and reallege, as if fully set forth herein, all factual allegations of the preceding paragraphs.

139. Defendants treated the most vulnerable pay-only probationers differently from those who were able to pay off their fines within 30 days. Only individuals of limited financial means were subjected to Defendants' policy of illegally extracting "enrollment fees."

140. Defendants enacted a policy of extracting additional money from probationers on the basis of wealth, imposing disparate treatment that served no legitimate purpose. Through their policy of extracting additional fees from low-income probationers who could not pay their fines immediately, Defendants deprived Plaintiffs of the equal protection of the laws. U.S. Const. amend. XIV; Ga. Const. art. 1, § I, ¶¶ II.

141. Defendants jointly and severally denied Plaintiffs' right to equal protection, acting under color of law. Defendants knew or should have known that depriving low-income and only low-income people of property—and of doing so

precisely because those people had low incomes—violated Plaintiffs’ constitutional rights.

142. Defendants directly and proximately caused those violations. Defendants Mark Contestabile, Tim Lewis, and Steve Queen caused, authorized, condoned, ratified, approved, and knowingly participated in Sentinel’s longstanding policy and practice of demanding illegal \$20 “enrollment fees” from pay-only probationers.

143. Defendants’ actions were willful, deliberate, and malicious, and involved reckless or callous indifference to Plaintiffs’ rights. They should be punished and deterred by an award of punitive or enhanced damages against all Defendants as permitted by law.

**COUNT III:
UNJUST ENRICHMENT / EQUITABLE RELIEF**

144. Plaintiffs incorporate herein and reallege, as if fully set forth herein, all factual allegations of the preceding paragraphs.

145. Defendants took and converted to their own use the funds set forth above from Plaintiffs and putative class members. Those funds were extracted from Plaintiffs in violation of their federal and state constitutional rights to due process of law and equal protection of the laws. Defendants had no legal right to

Plaintiffs' money and took these funds in violation of state law as related above. Under the circumstances here, Defendants' retention of Plaintiffs' money would result in unjust enrichment.

**COUNT IV:
MONEY HAD AND RECEIVED**

146. Plaintiffs incorporate herein and reallege, as if fully set forth herein, all factual allegations of the preceding paragraphs.

147. An action for money had and received is founded upon the equitable principle that no one ought to unjustly enrich himself at the expense of another. Recovery is authorized in all cases where one has received money under such circumstances that in equity and good conscience he ought not to retain. *Sentinel Offender SVCS., LLC v. Glover*, 766 S.E.2d 456, 471 (Ga. 2014).

148. Plaintiff Stacey Adams has demanded that Defendants return the illegally collected fees to her and to everyone else from whom they were taken. The moneys have not been returned.

149. Defendants received money that in equity and good conscience they should not be permitted to keep, because they obtained it in violation of the Constitutions of the United States and the State of Georgia, and in violation of the laws of the State of Georgia. Therefore, Plaintiffs have a cause of action under the

doctrine of money had and received.

**COUNT V:
NEGLIGENT MISREPRESENTATION**

150. Plaintiffs incorporate herein and reallege, as if fully set forth herein, all factual allegations of the preceding paragraphs.

151. Defendants committed the tort of negligent misrepresentation against Plaintiffs. Negligent misrepresentation consists of (1) a defendant's negligent supply of false information to foreseeable persons; (2) such persons' reasonable reliance upon the false information; and (3) economic injury proximately caused by such reliance. *Hardaway Co. v. Parsons, Brinckerhoff, Quade & Douglas, Inc.*, 479 S.E.2d 727, 729 (Ga. 1997).

152. Acting under policies caused, authorized, condoned, ratified, and approved by Defendants, Sentinel's probation officers made false written and oral representations to Plaintiffs.

153. On August 19, 2015, Plaintiff Stacey Adams was induced to sign a form purporting to acknowledge that she had been "ordered by the Court to pay fines, costs, and restitution in the amount of \$235.25," plus Sentinel's monthly supervision fees. (Ex. D. at 7; *see also* ¶¶ 74–75, *supra*.) Sentinel and its employees knew or should have known that, in fact, Adams had been ordered to

pay \$215.25—not \$235.25.

154. Adams was told that “noncompliance with these orders and instructions could result in the revocation of [her] probation sentence and incarceration.” Adams reasonably relied on Defendants’ false representations and instructions regarding how much she was required to pay.

155. Adams was injured by her reliance on Defendants’ false representations because, as a direct and proximate result, Adams paid Defendants \$20 that they were not entitled to. Adams—a single mother who had recently been laid off from her job—suffered worry and anxiety because of this misrepresentation.

156. On August 22, 2016, Plaintiff Jerry Saint Vil was induced to sign a form purporting to acknowledge that he had been “ordered by the Court to pay fines, restitution, and fees in the amount of \$235.25 and a \$27 monthly probation supervision fee.” (Ex. G at 3; *see also* ¶¶ 89–90, *supra*.) Sentinel and its employees knew or should have known that, in fact, Saint Vil had been ordered to pay \$215.25—not \$235.25.

157. Saint Vil was told that “noncompliance with these orders and instructions could result in the revocation of [his] probation sentence and incarceration.” Saint Vil reasonably relied on Defendants’ false representations

and instructions regarding how much he was required to pay.

158. Saint Vil was injured by his reliance on Defendants' false representations because, as a direct and proximate result, he paid Defendants \$20 that they were not entitled to.

159. Plaintiffs expect to show that Defendants made similar misrepresentations to Saint Vil in connection with his other traffic cases before the court, and that Saint Vil's reasonable reliance upon Defendants' misrepresentations caused economic injury in the total amount of \$60.

**COUNT VI:
NEGLIGENT SUPERVISION**

160. Plaintiffs incorporate herein and reallege, as if fully set forth herein, all factual allegations of the preceding paragraphs.

161. Defendants committed the tort of negligent supervision against Plaintiffs. Defendants had a duty to exercise reasonable care in the supervision of their employees acting as private probation officers, and to ensure that their employees required that probationers pay only those moneys required and authorized by law. Defendants breached their duty because they knew or should have known their employees would unlawfully overcharge probationers. Plaintiffs were injured as a result.

VII. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray that this Court will:

- (a) Assume jurisdiction over this action;
- (b) Determine by Order pursuant to Rule 23 of the Federal Rules of Civil Procedure that this action be maintained as a class action;
- (c) Appoint the undersigned counsel as class counsel;
- (d) Order trial by jury on all claims so triable;
- (e) Enter judgment in favor of Plaintiffs;
- (f) Impose a constructive trust on all money taken from Plaintiffs and putative class members in violation of law;
- (g) Order that Defendants return all money taken from Plaintiffs and others in violation of law, with statutory interest paid;
- (h) Enter judgment in favor of Plaintiffs and the class for compensatory (or, in the alternative, nominal) and punitive damages, with statutory interest, as allowed by law;
- (i) Award enhanced or punitive damages as permitted by law and in an amount to be proven at trial;
- (j) Award Plaintiffs the costs of this lawsuit and reasonable attorneys' fees and expenses pursuant to 42 U.S.C. § 1988;

(k) Order such other and further relief as this Court may deem just and proper.

Respectfully submitted,

s/ Akiva Freidlin

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July 25, 2017.

Exhibit A

DCS Quarterly Report

Branch: Atlanta

From: 10/1/2015 To: 12/31/2015

Court: Atlanta Municipal Court

		Court Payments	
Ending Quarter Offenders Supervised	7656	Fines	\$599,398.58
Warrants Issued During Quarter	360	Court Costs	\$100.00
Community Service Hours Performed	30,850.90	Surcharges	\$365,748.39
		GCVEF	\$61,834.23
		Restitution	\$0.00
		Court Pay Total:	\$1,027,081.20

Terminations		Fees Collected	
Termination Reason	Count	Fee	Amount
Administrative Termination by Court	27	CC Chargeback-\$25	\$25.00
Expired	1045	Convenience Fee	\$13,474.67
Revoked	4	Drug Screen	\$3,963.00
Total Terminated	1076	EM Daily Monitoring Fee	\$84.00
		EM Enroll Fee - \$15	\$1.00
		Enrollment Fee	\$56,931.37
		Probation Supervision Fees	\$202,813.86
		Fee Total	\$277,292.90

Court Activity Report
Branch: Atlanta
From: 4/1/2016 To: 6/30/2016

Fees Collected by Court

Atlanta Municipal Court

Substance Abuse Screens

Fee	Fee Total
Drug Screen	\$2,865.00
Substance Abuse Screens Subtotal:	\$2,865.00

Electronic Monitoring

Fee	Fee Total
EM Daily Monitoring Fee	\$217.00
EM Enroll Fee - \$15	\$180.00
EM Payment	\$735.00
Electronic Monitoring Subtotal:	\$1,132.00

Probation Supervision

Fee	Fee Total
Enrollment Fee	\$55,263.69
Probation Supervision Fees	\$177,823.91
Probation Supervision Subtotal:	\$233,087.60
Atlanta Municipal Court Totals:	\$237,084.60

Branch Totals: \$237,084.60

Client Terminations by Court

Atlanta Municipal Court

Reason	Count
Administrative Termination by Court	39
Expired	1227
Revoked	2
Atlanta Municipal Court Totals:	1268
Branch Totals:	1268

Exhibit B

**CONTRACT AGREEMENT
FOR
FC-5440**

PRIVATIZED PROBATION SERVICES



Atlanta, Georgia

**Kasim Reed
Mayor
City of Atlanta**

**Crystal Gaines
Chief Judge
City of Atlanta Municipal Court**

**Adam L. Smith, Esq., CPPO, CPPB
Chief Procurement Officer
Department of Procurement**

SERVICES AGREEMENT; CONTRACT NO. FC-5440-Privatized Probation Services

This Services Agreement ("Agreement") is entered into and effective as of 29th January 2013 (the "Effective Date") between the City of Atlanta ("City") and the service provider ("Service Provider") set forth below.

Contract Name: Privatized Probation Services	Contract No. FC-5440
Service Provider: Sentinel Defender Services	City of Atlanta
Name: Robert Contestabile	Using Agency: Municipal Court
Address: 5 Concourse Parkway Suite 775 Atlanta, Georgia 30328	Address: 150 Garnett Street Atlanta, Georgia 30303
Phone: (404) 752-9115	Phone: (404) 954-6711
Fax: (404) 752-9135	Fax: (404) 658-7363
Authorized Representative: Mark Contestabile	Authorized Representative: Christopher Patterson

1. Background.

1.1 City desires to obtain from Service Provider the services ("Services") described generally on **Exhibit A** attached.

1.2 This is a total not to exceed compensation amount payable by City during the initial term of this Agreement is \$N/A. This a Revenue Generated Agreement. More detailed terms concerning compensation payable under this Agreement are set forth on **Exhibit A**.

2. Term.

2.1 Initial Term. The initial term of this Agreement will be three (3) years. This Agreement shall commence on the Effective Date. The initial term of the Agreement and any renewal term(s) are collectively referred to as the "Term".

2.2 Renewal Terms. City shall have the right in its sole discretion to renew this Agreement for two [2] additional one year terms according to the following procedure:

2.2.1 If City desires to exercise an option to renew, it will submit legislation authorizing such renewal for consideration by City's Council and Mayor prior to the expiration of the prior Term. The legislation will establish that the date of such renewal will be the day immediately following the expiration day of the prior Term;

3. If such legislation is enacted, within 5 days of such enactment, City will notify Service Provider of such renewal, at which time Service Provider shall be bound to provide Services during such renewal Term, without the need for the Parties to execute any further documents evidencing such renewal, it being acknowledged by Service Provider that its initial execution of

this Agreement is deemed its agreement to continue to provide Services during any renewal Term.

4. Interpretation.

4.1 All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Contract Documents and on **Exhibit B** attached hereto.

4.2 If there is a conflict between any of the Contract Documents, precedence shall be given in the following order:¹

1. Agreement
2. Exhibit A – Services and Additional Compensation Terms
3. Exhibit B - Definitions
4. Exhibit D - City Security Policies
5. Exhibit E - Dispute Resolution Procedures
6. Appendix A - Office of Contract Compliance Requirements
7. Appendix B - Insurance and Bonding Requirements
8. Additional Contract Documents

5. Authorization. If applicable, this Agreement is authorized by legislation adopted by City which is attached as **Exhibit C**.

5. Services.

5.1 Description of Services. Service Provider agrees to provide to City the Services per this Agreement. Exhibit A sets forth the following: (a) the period of time during which the Services will be provided; (b) a description of the Services to be provided; (c) the amounts payable and payment schedule for the Services; and (d) any additional provisions applicable to the Services. If any services to be performed are not specifically included on Exhibit A, but are reasonably necessary to accomplish the purpose of this Agreement, they will be deemed to be implied in the scope of the Services to the same extent as if specifically described on **Exhibit A**.

5.2 Resources. Unless otherwise expressly provided in this Agreement, all equipment, software, Facilities and Service Provider Personnel required for the proper performance of Services shall be furnished by and be under the control of Service Provider. Service Provider shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified and high quality working and performing order.

5.3 Change Documents.

5.3.1 This section will govern changes to the Agreement, whether such changes involve an increase in the Maximum Payment Amount or not. Changes in the Services or other

¹ For purposes of this provision, authorized changes to an item listed in the order of precedence pursuant to a Change Document take precedence over the particular item changed.

aspects of this Agreement shall be made by written document ("Change Document" or "Unilateral Change Document").² All changes shall be implemented pursuant to this subsection (the "Change Document Procedures") and any Applicable Law.

5.3.2 Potential Change Documents that may be issued concerning this Agreement include, but are not limited to:

(a) Change Documents to the Agreement involving an increase to the Maximum Payment Amount executed between City and Service Provider which may or may not require legislative approval under Code Section 2-1292;

(b) Change Documents to the Agreement involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount executed between City and Service Provider pursuant to Code Section 2-1292(d); and

(c) Unilateral Change Documents to the Agreement issued by City pursuant to Code Section 2-1292(d) involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount.

Change Documents that do not involve an increase in the Maximum Payment Amount will be executed pursuant to Code Section 2-1292(d) either bilaterally or unilaterally by City.

5.3.3 City may propose a change in the Services or other aspects of this Agreement by delivering written notice to Service Provider describing the requested change ("Change Request"). Within ten (10) days of receipt of City's Change Request, Service Provider shall evaluate it and submit a written response ("Proposed Change Document"). A Change Request which involves the reduction of Services shall be effective upon written notice to Service Provider.

5.3.4 Service Provider may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Agreement.

5.3.5 Each Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the Charges (either increased or decreased) and all other information applicable to the proposed change. Each Proposed Change Document shall constitute an offer by Service Provider and shall be irrevocable for a period of sixty (60) days. City shall review and may provide Service Provider with comments regarding a Proposed Change Document, and Service Provider shall respond to such comments,

² Change Documents may assume numerous multiple forms and titles depending on the nature of the change involved (e.g. Change Order, Unilateral Change Order, Amendment, Contract Modification, Renewal, etc.).

if any. A Proposed Change Document from Service Provider will become effective only when executed by an authorized representative of City.

5.3.6 City may propose any changes to the Agreement, including, but not limited to, changes that it contends do not involve an increase to the Maximum Payment Amount, a change in the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount, and Service Provider shall, in good faith, evaluate such proposed Change Request. If City and Service Provider are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code Section 2-1292(d). Nothing in this Agreement shall, in the event of disagreement between City and Service Provider concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Service Provider, pursuant to Code Section 2-1292(d), and City and Service Provider agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in **Exhibit E**. During the pendency of such dispute, Service Provider shall continue to perform the Services, as changed by such Unilateral Change Document.

5.4 Suspension of Services. City may, by written notice to Service Provider, suspend at any time the performance of any or all of the Services to be performed under this Agreement. Upon receipt of a suspension notice, Service Provider must, unless the notice requires otherwise, (a) immediately discontinue suspended Services on the date and to the extent specified in the notice; (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension.

6. Service Provider's Obligations.

6.1 Service Provider Personnel. Service Provider shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Service Provider Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services.

6.2 Service Provider Authorized Representative. Service Provider designates the Service Provider Authorized Representative named on page 1 of this Agreement ("Service Provider Authorized Representative") and, such Person shall: (a) be a project executive and employee within Service Provider's organization, with the information, authority and resources available to properly coordinate Service Provider's responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Service Provider; (c) have day-to-day responsibility and authority to address issues relating to the Services; and (d) devote adequate time and efforts to managing and coordinating the Services.

6.3 Qualifications. Upon City's reasonable request, Service Provider will make available to City all relevant records of the education, training, experience, qualifications, work history and performance of Service Provider Personnel.

6.4 Removal of Personnel Assigned to City Contract. Within a reasonable period, but not later than seven (7) days after Service Provider's receipt of notice from City that the continued assignment to the City Contract of any Service Provider Personnel is not in the best interests of City, Service Provider shall remove such Service Provider Personnel from City's Contract. Service Provider will not be required to terminate the employment of such individual. Service Provider will assume all costs associated with the replacement of any Service Provider Personnel. In addition, Service Provider agrees to remove from City's Contract any Service Provider Personnel who has engaged in willful misconduct or has committed a material breach of this Agreement immediately after Service Provider becomes aware of such misconduct or breach.

6.5 Subcontracting. Unless specifically authorized in this Agreement, Service Provider will not enter into any agreement with or delegate or subcontract any Services to any Third Party without the prior written approval of City, which City may withhold in its sole discretion. If Service Provider subcontracts any of the Services (after having first obtained City's prior written approval, in its sole discretion), Service Provider shall: (i) be responsible for the performance of Services by the subcontractors; (ii) remain City's sole point of contact for the Services; and (iii) be responsible for the payment to any subcontractors.

6.6 Key Service Provider Personnel and Key Subcontractors.

6.6.1 The following Persons are identified by Service Provider as Key Service Provider Personnel under this Agreement:

- (a) Probation Officers;
- (b) Administrative Assistants; and
- (c) Intake Personnel.

6.6.2 The following Persons are identified by Service Provider as Key Subcontractors under this Agreement:

- (a) Probation Officers;
- (b) Administrative Assistants; and
- (c) Intake Personnel.

6.6.3 Service Provider shall not transfer, reassign or replace any Service Provider Key Personnel or Key Subcontractor, except as a result of retirement, voluntary resignation, involuntary termination for cause in Service Provider's sole discretion, illness, disability or death, during the term of this Agreement without prior written approval from City.

6.7 Conflicts of Interest. Service Provider shall immediately notify City in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement.

City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

6.8 Commercial Activities. Neither Service Provider nor any Service Provider Personnel shall establish any commercial activity, issue concessions, or permits of any kind to third Parties for establishing any activities on City property.

7. City's Authorized Representative.

7.1 Designation and Authority. City designates the City Authorized Representative named on page 1 of this Agreement (the "City Authorized Representative") who shall: (a) serve as primary interface and the single-point of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Agreement; and (c) to the extent provided under the Code, have the authority to execute any additional documents or changes on behalf of City.

7.2 City's Right to Review and Reject. Any Service or other document or item to be submitted or prepared by Service Provider hereunder shall be subject to the review of the City Authorized Representative. The City Authorized Representative may disapprove, if in the City Authorized Representative's sole opinion the Service, document or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical or unsuited in any way for the purposes for which the Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, Service Provider shall revise the items until they meet the approval of the City Authorized Representative. However, Service Provider shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

8. Payment Procedures.

8.1 General. City will not be obligated to pay Service Provider any amount in addition to the Charges for Service Provider's provision of the Services. Service Provider Personnel hourly rates, reimbursable expenses and other compensable items under this Agreement are set forth on **Exhibit A**.

8.2 Invoices. Service Provider shall prepare and submit to City invoices for payment of all Charges in accordance with **Exhibit A**. Each invoice shall be in such detail and in such format as City may reasonably require. To the extent not set forth on **Exhibit A**, Service Provider shall invoice City monthly for Services rendered.

8.3 Taxes. The Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature due in connection with Service Provider's performance of the Services. Service Provider is responsible for payment of such Taxes to the appropriate governmental authority. If Service Provider is refunded any Tax payments made relating to the Services, Service Provider shall remit the amount of such refund to City within forty-five (45) days of receipt of the refund.

8.4 Payment. City shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of a properly rendered and delivered invoice.

Notwithstanding the forgoing, unless otherwise provided on **Exhibit A**, all undisputed Charges on an invoice properly rendered and delivered shall be payable within forty-five (45) days of the date of receipt by City.

8.5 Disputed Charges. If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Service Provider in writing of the basis for any dispute within thirty (30) days of the later of: (a) receipt of the invoice; or (b) discovery of the basis for any such dispute. City and Service Provider agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Service Provider of the disputed amount.

8.6 No Acceptance of Nonconforming Work. No payment of any invoice or any partial or entire use of the Services by City constitutes acceptance of any Services.

8.7 Payment of Other Persons. Prior to the issuance of final payment from City, Service Provider shall certify to City in writing, in a form satisfactory to City, that all subcontractors, materialmen, suppliers and similar firms or persons engaged by Service Provider in connection with this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Service Provider.

9. Service Provider Representations and Warranties. As of the Effective Date and continuing throughout the Term, Service Provider warrants to City that:

9.1 Authority. Service Provider is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse affect on its business or its ability to perform its obligations under this Agreement. Service Provider has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Service Provider, enforceable against it in accordance with its terms. No action, suit or proceeding in which Service Provider is a party that may restrain or question this Agreement or the provision of Services by Service Provider is pending or threatened.

9.2 Standards. The Services will be performed in a workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and standards used in well managed operations performing services similar to the Services.

9.3 Conformity. The development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall conform in all material respects to the description of such Services in the Contract Documents.

9.4 Materials and Equipment. Any equipment or materials provided by Service Provider shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their respective kinds for their intended uses, shall be free of any defect in design or workmanship and shall be of merchantable quality and fit for the purposes for which they are intended.

10. Compliance with Laws.

10.1 General. Service Provider and its subcontractors will perform the Services in compliance with all Applicable Laws.

10.2 City's Socio-Economic Programs. Service Provider shall comply with Appendix A and any applicable City socio-economic programs, including, but not limited to, City's EBO and EEO Programs, and requirements set forth in the Code in the performance of the Services.

10.3 Consents, Licenses and Permits. Service Provider will be responsible for, and the Charges shall include the cost of, obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Service Provider in performing Services and complying with this Agreement.

11. Confidential Information.

11.1 General. Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Laws will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Service Provider will return any trade secrets to City. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

11.2 Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information. Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty six (36) hours prior notice by facsimile of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information but the other Party does not.

12. Work Product.

12.1 Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored

by Provider or any of its contractors exclusively for the City under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of the City. Any of Provider's or its contractors' works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City. Provider and its contractors grant the City a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for City under this Agreement.

12.2 If any of the Work Product is determined not to be a work made for hire, Service Provider assigns to City, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Service Provider has any rights to the Work Product that cannot be assigned to City, Service Provider unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to City during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make, have made, create derivate works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

12.3 City shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.

12.4 To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Service Provider Personnel may not originally vest in City by operation of Applicable Law, Service Provider shall, immediately upon request, unconditionally and irrevocably assign, transfer and convey to City all rights, title and interest in the Work Product.

12.5 Without any additional cost to City, Service Provider Personnel shall promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register and record its rights in all Work Product. Service Provider irrevocably designates City as Service Provider's agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary, in Service Provider's name, with the same force and effect as if performed by Service Provider.

13. Audit and Inspection Rights.

13.1 General.

13.1.1 Service Provider will provide to City, and any Person designated by City, access to Service Provider Personnel and to Service Provider owned Facilities for the purpose of performing audits and inspections of Service Provider, Service Provider Personnel and/or any of the relevant information relating to the Services and this Agreement. Such audits, inspections

and access may be conducted to: (a) verify the accuracy of Charges and invoices; (b) examine Service Provider's performance of the Services; (c) monitor compliance with the terms of this Agreement; and (d) any other matters reasonably requested by City. Service Provider shall provide full cooperation to City and its designated Persons in connection with audit functions and examinations by regulatory authorities.

13.1.2 All audits and inspections will be conducted during normal business hours (except with respect to Services that are performed during off-hours).

13.1.3 Service Provider shall promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report.

13.1.4 If any audit or inspection of Charges or Services reveals that City has overpaid any amounts to Service Provider, Service Provider shall promptly refund such overpayment and Service Provider shall also pay to City interest on the overpayment amount at the rate of one-half percent (0.5%) per month (or such maximum rate permissible by Applicable Law, if lower) from the date the overpayment was made until the date the overpayment is refunded to City by Service Provider.

13.2 Records Retention. Until the later of: (a) six (6) years after expiration or termination of this Agreement; (b) the date that all pending matters relating to this Agreement (e.g., disputes) are closed or resolved by the Parties; or (c) the date such retention is no longer required to meet City's records retention policy or any record retention policy imposed by Applicable Law, if more stringent than City's policy, Service Provider will maintain and provide access upon request to the records, data, documents and other information required to fully and completely enable City to enforce its audit rights under this Agreement.

14. Indemnification by Service Provider.

14.1 General Indemnity. Service Provider shall indemnify and hold City, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:

(a) Service Provider's or Service Provider Personnel's performance, non-performance or breach of this Agreement;

(b) compensation or benefits of any kind, by or on behalf of Service Provider Personnel, or any subcontractor, claiming an employment or other relationship with Service Provider or such subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with City or arising in any other manner out of this Agreement or the provision of Services by such Service Provider Personnel or subcontractor);

(c) any actual, alleged, threatened or potential violation of any Applicable Laws by Service Provider or Service Provider Personnel, to the extent

such claim is based on the act or omission of Service Provider or Service Provider Personnel, excluding acts or omissions by or at the direction of City;

(d) death of or injury to any individual caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider; and

(e) damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider.

14.2 Intellectual Property Indemnification by Service Provider. Service Provider shall indemnify and hold City Indemnitees, harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the materials and methodologies used by Service Provider (or any Service Provider agent, contractor, subcontractor or representative), or City's use thereof (or access or other rights thereto) in connection with the Services infringes or misappropriates the Intellectual Property Rights of a Third Party. If any materials or methodologies provided by Service Provider hereunder is held to constitute, or in Service Provider's reasonable judgment is likely to constitute, an infringement or misappropriation, Service Provider will in addition to its indemnity obligations, at its expense and option, and after consultation with City regarding City's preference in such event, either: (A) procure the right for City Indemnitees to continue using such materials or methodologies; (B) replace such materials or methodologies with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Services; (C) modify such materials or methodologies, or have such materials or methodologies modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the materials or methodologies; or (D) create a feasible workaround that would not have any adverse impact on City.

15. Limitation of Liability.

15.1 General. THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL CHARGES ACTUALLY PAID DURING THE CURRENT YEAR UNDER THE AGREEMENT. EXCEPT FOR PROVIDER'S INDEMNITY OBLIGATIONS SET FORTH IN THE **SECTION ENTITLED "INDEMNIFICATION BY SERVICE PROVIDER"** AND WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY PROVIDER, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, AND EVEN IF

FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.2 Exceptions to Limitations. The limitations set forth in the immediate subsection shall not apply to: (a) personal injury, wrongful death or tangible property damage; or (b) any claim involving a violation of any Applicable Law concerning homeland security, terrorist activity or security sensitive information, regardless of the manner in which such damages are characterized.

16. Insurance and Bonding Requirements. Service Provider shall comply with the insurance and bonding requirements set forth on **Appendix B**.

17. Force Majeure. Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance or observance of affected obligations for as long as: (a) the Force Majeure Event continues; and (b) the Party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30) consecutive days, City may, at its option during such continuation, terminate this Agreement, in whole or in part, without penalty or further obligation or liability of City.

18. Termination.

18.1 Termination by City for Cause. City may at its option, by giving written notice to Service Provider, terminate this Agreement:

(a) for a material breach of the Contract Documents by Service Provider that is not cured by Service Provider within seven (7) days of the date on which City provides written notice of such breach;

(b) immediately for a material breach of the Contract Documents by Service Provider that is not reasonably curable within seven (7) days;

(c) immediately upon written notice for numerous breaches of the Contract Documents by Service Provider that collectively constitute a material breach or reasonable grounds for insecurity concerning Service Provider's performance; or

(d) immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Service Provider's obligations under this Agreement or is in violation of any City Ethics Ordinances.

18.2 Re-procurement Costs. In addition to all other rights and remedies City may have, if this Agreement is terminated by City pursuant to the above subsection entitled "**Termination by City for Cause**", Service Provider will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by City in the completion of the Services, including the cost of administration of any agreement awarded to other Persons for completion. If City improperly terminates this Agreement for cause, the

termination for cause will be considered a termination for convenience in accordance with the provisions of the **Section entitled "Termination by City for Convenience"**.

18.3 Termination by City for Insolvency. City may terminate this Agreement immediately by delivering written notice of such termination to Service Provider if Service Provider: (a) becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature; (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (c) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; (d) fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) days; or (e) applies for or consents to the appointment of any receiver for all or any portion of its property.

18.4 Termination by City for Convenience. At any time during the Term of this Agreement, City may terminate this Agreement for convenience upon fourteen (14) days written notice of such termination. Upon a termination for convenience, Service Provider waives any claims for damages, including loss of anticipated profits. As Service Provider's sole remedy and City's sole liability, City will pay Charges for the Services properly performed prior to the notice of termination, plus all reasonable costs for Services performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of Services under purchase orders or subcontracts except to the extent any products under such purchase orders or subcontracts can be used by Service Provider in its business within the thirty (30) days following termination. If requested, Service Provider shall substantiate such costs with proof satisfactory to City.

18.5 Termination for Lack of Appropriations. If, during the Term of this Agreement, legislation establishing a Maximum Payment Amount for the following year is not enacted, this Agreement will terminate in its entirety on the last day of the annual term for which a Maximum Payment Amount has been legislatively authorized.

18.6 Effect of Termination. Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Service Provider shall immediately: (i) discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services; (ii) inventory, maintain and turn over to City all work product, licenses, equipment, materials, plant, tools, and property furnished by Service Provider or provided by City for performance of the terminated Services; (iii) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by City; (iv) comply with all other reasonable requests from City regarding the terminated Services; and (v) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

19. Dispute Resolution.

19.1 All disputes under the Contract Documents or concerning Services shall be resolved under this **Section** and **Exhibit E**. Both Parties shall continue performing under this Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this Agreement is terminated or expires. A dispute over payment will not be deemed to preclude performance by Service Provider.

19.2 Applicable Law. The Contract Documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

19.3 Jurisdiction and Venue. The Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.

20. General.

20.1 Notices. Any notice under this Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Agreement, or, if applicable, to the City's Department of Procurement at 55 Trinity Avenue, Suite 1790, Atlanta, Georgia, 30303, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another means specified in this **Section**; or (c) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

20.2 Waiver. Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by the City Authorized Representative.

20.3 Assignment. Neither this Agreement, nor any rights or obligations under it, are assignable in any manner without the prior written consent of the other Party and any attempt to do so without such written consent shall be void ab initio.

20.4 Publicity. Service Provider shall not make any public announcement, communication to the media, take any photographs or release any information concerning City, the Services or this Agreement without the prior written consent of City.

20.5 Severability. In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

20.6 Further Assurances. Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.

20.7 No Drafting Presumption. No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

20.8 Survival. Any provision of this Agreement which contemplates performance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

20.9 Independent Contractor. Service Provider is an independent contractor of City and nothing in this Agreement shall be deemed to constitute Service Provider and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.

20.10 Third Party Beneficiaries. This Agreement is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations or liabilities.

20.11 Cumulative Remedies. Except as otherwise provided herein, all rights and remedies under this Agreement are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.

20.12 Entire Agreement. The Contract Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate the Contract Documents, except to the extent that City is authorized under Applicable Law to issue Unilateral Change Documents. SERVICE PROVIDER MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING PROVISIONS IN ITS INVOICES, OR OTHER BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.

20.13 Unauthorized Goods or Services. Service Provider acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, Service Provider is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Service Provider's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Service Provider may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Service Provider agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if Service Provider provides goods or services to the City in excess of the any contractually authorized goods or services, as required by the City's Charter and Code, the City may

withhold payment for any unauthorized goods or services provided by Service Provider. Service Provider assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.

The Parties hereto by authorized representatives have executed this Agreement as of the Effective Date.

CITY OF ATLANTA:

By: [Signature]
Mayor

[Service Provider]
Limited Liability Company:

[Insert LLC Name]

By: [Signature]

Name: Robert Contestabile

Title: President / CEO

ATTEST:

[Signature]
Municipal Clerk (SEAL)
FORIS WEBB III
DEPUTY MUNICIPAL CLERK

[Signature]
Notary Public (Seal)

My Commission Expires:

Approved:

[Signature]
[Using Agency]

APPROVED:

[Signature]
CHIEF PROCUREMENT OFFICER

Approved as to form:

[Signature]
City Attorney

State of California, County of Orange
On October 2, 2017 before me, Judi Lowenthal, Notary Public,
Personally appeared ROBERT CONTESTABILE
who proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.
WITNESS my hand and official seal. [Signature]



Performance Bond

"City" City of Atlanta, Georgia
 "Project" Privatized Probation Services
 "FC No." 5440
 "Principal" (Legal Name and Business Address) Sentinel Offender Services, LLC
5 Concourse Parkway, Suite 775
Atlanta, Georgia 30328

Type of Organization ("X" one):
 Individual
 Partnership
 Joint Venture
 Corporation

"Surety:" (Name and Business Address) _____

 duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

"Agreement:" Agreement between Principal and City, dated 29th day of January, 2013 regarding performance of Work relative to the Project.

"Penal Sum:" _____

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally.

WHEREAS, the Principal and the City entered into the Agreement identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Agreement, including any and all duly authorized modifications of such Agreement, within the original term of such Agreement and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time beyond completion of said Agreement, this obligation shall be void; otherwise, of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work.

It is agreed that this bond is executed pursuant to and in accordance with the provision of O.C.G.A. Sections 13-10-1 and 36-82-101, *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this 1 day of October, 2012

PRINCIPAL: _____

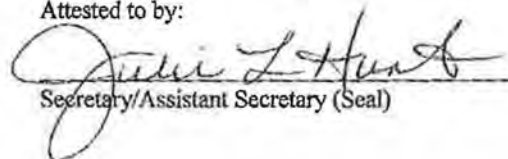


President/Vice President (Sign)

Robert A. Contestabile

President/Vice President (Type or Print)

Attested to by:



Secretary/Assistant Secretary (Seal)

SURETY: _____

By: _____
Attorney-in-Fact (Sign)

Attorney-in-Fact (Type or Print)

APPROVED AS TO FORM

Associate/Assistant City Attorney

APPROVED

City's Chief Financial Officer

Performance Bond

INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of this authority must be furnished.
3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.
6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."
8. The name of each person signing this bond shall be typed or printed in the space provided.

Performance Bond

"City" City of Atlanta, Georgia
 "Project" Privatized Probation Services
 "FC No." 5440
 "Principal" (Legal Name and Business Address) Sentinel Offender Services, LLC
5 Concourse Parkway, Suite 775
Atlanta, Georgia 30328

Type of Organization ("X" one):
 Individual
 Partnership
 Joint Venture
 Corporation

"Surety:" (Name and Business Address) _____

_____ duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

"Agreement:" Agreement between Principal and City, dated _____ day of _____, 201__, regarding performance of Work relative to the Project.

"Penal Sum:" _____

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally.

WHEREAS, the Principal and the City entered into the Agreement identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Agreement, including any and all duly authorized modifications of such Agreement, within the original term of such Agreement and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time beyond completion of said Agreement, this obligation shall be void; otherwise, of full force and effect.

EXHIBIT A

SERVICES AND ADDITIONAL COMPENSATION TERMS

SCOPE OF SERVICES

FC-5440, Privatized Probation Services

The Municipal Court of Atlanta is seeking a vendor to provide probation services for probationers sentenced through the Court.

The Vendor shall provide general probation supervision, fine collection services, counseling, and other probation services to the Probationers including but not limited to providing the following:

1. General Scope of Work

- A. The Vendor shall provide probation services for Probationers assigned by the Court that comply with all applicable State of Georgia Codes and Regulations. It will be the responsibility of the Vendor to ensure compliance with all State and other applicable requirements. Should additional laws be enacted during the course of this contract that require additional probation monitoring, or cause similar additional resources to be spent to comply, then the Court will agree to meet with the Vendor to discuss these issues and alter the fee structure if necessary, at the discretion of the Court.
- B. The Vendor shall provide payment options for Probationers who cannot pay for their fine and /or court costs and assessments at the time of sentencing. This option is at the Court's discretion.
- C. The Vendor shall provide "Intensive Probation" for Probationers who may require intensive supervision. An example of "Intensive Probation" is a requirement that the Probationer have multiple weekly sessions with his/her Probation Officer. This option is at the Court's discretion.
- D. The Vendor shall provide a telephone reminder service. The purpose is to remind defendants of their coming court dates and to contact defendants when they fail to appear to reschedule for future court date. All costs related to this reminder service shall be borne by the Vendor.

2. Probation Officers and Employees

- A. The Vendor must employ at least one person who is responsible for direct supervision of Probation Officers and shall have a minimum five years experience in corrections, parole, probation, or similar vocation. It is expected that the Court's (in-house) Probation officer will work closely with this manager.
- B. The Vendor must comply with requirements for criminal record checks of staff in accordance with the rules and regulations established by the County and Municipal Probation Advisory Council.
- C. The Vendor must comply with all recommendations set forth in the County and Municipal Probation Advisory Council, including, but not limited to proper record checks on all staff applicants prior to employment, suitable age, experience and education, continuing education, and a clean criminal history.
- D. The Vendor shall provide consistent supervision so that each Probationer shall have only one probation officer during the term of probation. No probation officer shall have more than two hundred fifty (250) Probationers assigned to him or her at any given time.
- E. The Vendor will confer with the Court on a periodic, or on an "as called" basis for the purpose of discussing individual cases, and/or policies and procedures as they are related to the cases of the Probationers in general.
- F. The Vendor will provide, at their expense, a sufficient number of interpreters to assist the Probation Officers for ease in communicating with the Probationers who speak languages other than English. Where possible, such Probation Officers will lend interpretation services to the Court during court proceedings.
- G. Probation Officers shall attend regularly scheduled Court sessions for the purpose of obtaining sentencing information and personal history information for each Probationer. Dates of regularly scheduled Court sessions will be made available to Contractor at the earliest possible date as determined by the Court.
- H. Probation Officers shall conduct an initial interview with each Probationer at the time of his or her sentencing, or as soon thereafter as is practical, for the purposes of explaining the scope of the Court

order relative to fines, fees and/or restitution imposed, inform all defendants of their choices, if applicable, as well as requirements and conditions for probation supervision.

- I. Every Probation Officer and officer supervisor will have an individual telephone number and email address that will be available to the Court and Probationers.
- J. Require post – certification for Probation Officers (ability to serve own warrants)

3. Probation Office

- A. The Vendor shall maintain an office within reasonable distance of the Municipal Court of Atlanta Courthouse, as determined by the Court. The Probationers shall be interviewed immediately following court proceedings at a suitable place located within the Courthouse complex. The Court agrees to provide an office in the courthouse for the Vendor.
- B. The Vendor will be required to maintain a suitable office facility and must be open for Probationers during regular officer hours. It shall be staffed, at minimum, 5 days a week from 8:00 a.m. to 5:00 p.m., 52 weeks per year, except holidays. The Vendor shall provide service one or two nights a week or one Saturday each month (at their facility). Such facility must be maintained, clean, and with a customer waiting area as well as clean, adequate restrooms. These areas shall be subject to inspection by the Court.
- C. The Vendor agrees to have staff telephones for the purpose communicating with Probationers as well as court staff. The Vendor must have a web site for information purposes. This site will post location, hours of operation, contact information, fee schedule, and other pertinent information.

4. Records, Reporting

- A. The Vendor shall maintain individual files for each Probationer participating in the program. These files must remain in a secure area such as a locked cabinet or if electronic, stored in a method that would be industry-standard for secured electronic records. All reports, files, records and papers shall be confidential and shall be available only to the Court, Solicitor or similar judicial agency.
- B. The Vendor shall maintain and keep information on each Probationer which includes compliance with the terms and conditions of probation, reporting dates, contacts as they occur, and on the amounts and dates of monies collected.
- C. The Vendor shall provide the Court access to their electronic records which include but is not limited to extensive Probationer assessment and personal history analysis.
- D. The Vendor shall provide reports summarizing the number of Probationers supervised, the amount of fines, statutory surcharges, number of Probationers whom supervision has been terminated, and such other information as requested by the Court at such time and in such form as is mutually agreeable for the Court. Specific fiscal reports or program records shall be made available to the Court within ten (10) working days from the date of the request.
- E. The Vendor shall provide timely and prompt reports as are, or may be reasonably required by the Court during the period of this agreement including, without limitation, reports summarizing the number of Probationers supervised by the Vendor, the amount of fines, statutory assessments or surcharges, number of Probationers whom supervision has been terminated, and other records documenting the types of service provided and the identity of Probationers receiving such services. All reports shall be subject to audit by the City of Atlanta.
- F. The records of the Probationer are declared to be confidential and shall be made available only to those entities permitted under law.

5. Technology

- A. The Vendor must have the ability to integrate the data collected on Probationers with the Court's Case Management System. Integration must be completed per the instructions of the City of Atlanta's Department of Information Technology.

- B. The Vendor shall offer drug and alcohol screening, ignition interlock devices and any other equipment necessary for Electronic Home Detention. The cost of this service will be by mutual agreement of the Court and the Vendor, and may be passed on to the Probationer.
- C. The Vendor must ensure the integrity and security of the data being integrated.
- D. The Vendor is responsible for the daily reconciliation of payments to appropriate probationer accounts.
- E. The Vendor must rectify discrepancies within a 48-hour period. A report of all discrepancies must be submitted to the court.
- F. The Vendor must have the ability to transfer all data on Probationers' payments at the end of each business day to the City of Atlanta's system, and vice versa.
- G. The Vendor must report to the Court all transferred information electronically, and this must occur on a daily basis.
- H. The Vendor must supply the Department of Information Technology a multi user copy of the software utilized in the operation of their probation management services at their location and any future software updates.
- I. The software must have the ability to be updated electronically, thus making the court a Mirror Site of the probation office.
- J. The Vendor must supply the Court with all necessary hardware needed, e.g., Servers, NIC, Modems, and Printers that meet Court specifications.
- K. The Vendor is responsible for any installation and maintenance of any equipment they will require.

6. Fees

- A. The Vendor shall be entitled to collect for services rendered from each Probationer placed under its supervision by the Court. The monthly probation fee and any stipulations there of, shall be agreed upon by the Vendor and the Court prior to the execution of the contract.
- B. The Court anticipates a three-tier payment system with terms agreeable to both parties. The first tier would be payment for those cases that are for time payments only. The second tier would be comprised of cases that include active probation. The last tier would be comprised of cases which may require "intensive probation."
- C. The probation fee may be waived or reduced by a judge on a specific case. Probation fees may be waived on Probationers incarcerated or detained in a departmental or other confinement facility which prohibits employment or wages. If the Court determines the defendant is indigent, the Vendor cannot collect probation fees unless specifically ordered by the sentencing judge.
- D. The Vendor shall advise the Court of facts upon which a determination is made that a Probationer is lacking the resources to be able to make weekly or monthly payments. A recommendation shall be made to the Court as it relates to the possible conversion of such remaining fines, costs, or portions thereof, to community service hours. The Vendor's recommendation is not binding on the Court.
- E. Under mutually agreeable circumstances, the Vendor can commute fines into community service.

7. Collection Procedures

- A. Procedures for handling the collection of all court ordered fines and fees must be agreed to by both parties.
- B. The Vendor must collect from the Probationers Court-ordered fines and other costs, and remit such collections to the Municipal Court of Atlanta on an agreed-upon schedule, but not to exceed a monthly transfer. These collections must be accompanied with a Transaction Report that reconciles the funds collected for the appropriate time period. Deposits shall be made in a banking institution authorized and designated by the Court.
- C. The Vendor shall apply all statutory assessments or surcharges to monies collected in accordance with guidelines established by the Court.
- D. The Vendor shall provide each Probationer with a receipt for all amount paid.

- E. When technically feasible, the Vendor will be required to electronically transfer pertinent case data directly to the individual court docket. As an example, when the Probationer makes a payment, that information will be docketed on the case management system. The cost of developing and implementing this interface will be borne by the Vendor.

8. Violation of Probation, Revocation

- A. The Vendor shall assist the Court and law enforcement authorities in tracking defendants who violate the terms of their probation through the submission of reports which details the Probationer's personal history and employment information, the circumstances of his or her violation, and his or her last known whereabouts.
- B. Any amendments or changes to the original sentence can only be accomplished by the sentencing Judge.
- C. The Vendor must identify those circumstances under which revocation of a Probationer's probation may be recommended. Revocation petitions and orders must be filed; scheduling for hearings will be set by the Court. The Probation Officer must attend and provide testimony and supporting documentation at delinquency or revocation hearings.
- D. The Probation Officer must file an appropriate contempt of court and/or revocation of probation petitions with the Court when a Probationer fails to report within twenty (20) days from the date the Probationer was last scheduled to report, and such time any other material violation of a Probationer's probation shall occur. The Court shall determine what constitutes a "material violation" of probation.
- E. The Vendor shall notify the Court and prepare such warrants for arrest, petitions for revocation of probation and motions for contempt in connection with noncompliance by a Probationer or the Court ordered conditions of probation.

9. Kiosk Services-The Vendor must design, develop and deliver Kiosk hardware and software that is owned and maintained exclusively by the vendor. All software associated with the Kiosk system must be owned, controlled and supported by Vendor personnel and must communicate in real time with the Vendor's case management systems. A Kiosk reseller will not be permitted due to the nature of the database interface anticipated by the court.

10. 24/7 Owned and Operated Electronic Monitoring Center-The Vendor must have at least seven (7) years experience in delivering electronic monitoring equipment, programs and service. Vendors that own and operate their own monitoring centers are preferred due to the critical and sensitive nature of these cases. Vendors that utilize subcontractors for monitoring equipment, services or data processing will be required to detail the qualifications and services delivered by the subcontractor. Vendors who utilize subcontracts must make the subcontractor available at revocation hearings related to electronic monitoring violations.

11. On-Line Case Management Software-The court requires the Vendor to provide access to their on-line case management software 24 hours a day, seven (7) days a week. The vendor must interface with Court and County systems at no cost to the court or county.

12. Experience operating Failure to Appear and Warrant Recovery Programs-The Court has identified a large portion of the population that requires additional oversight to ensure the financial impact of noncompliant offenders is recognized by the Court/County. The Vendor must have two (2) to five (5) years experience in this area.

13. Other

- A. The Vendor shall provide a Community Service component for Probationers who are unable to pay for probation services or who are otherwise ordered to perform community service by the Court. Work shall be coordinated by the Court's Community Court Coordinator and will be reasonably consistent with those duties of city employees performing unskilled labor and as otherwise authorized or directed by the Court.

Further, if the offense occurred in the City of Atlanta, community service should be done in the City of Atlanta.

- B. When the terms of the probation sentence expire for a probationer, the Probation Officer will forward a brief confirmation report to the court to inform the court that probation supervision has been terminated.
- C. The Vendor shall provide in-house drug screens. They shall address drug counseling and urine surveillance with the Probationers identified by the Court as having drug or alcohol related problems. Unless ordered otherwise by the Court, the Probationers will assume the cost of random testing, if such has been ordered by the Court. Probationers ordered by the Court to participated in regular evaluations pertaining to alcohol, drug, or domestic violence will be provided with intensive supervision.
- D. The Vendor shall provide electronic monitoring services for the Court. Unless ordered otherwise by the Court, the Probationers will assume the costs associated with the electronic monitoring equipment and services.



Exhibit A

General Fund Revenue Accounts

<u>Fund</u>	<u>Dept Org</u>	<u>Account</u>	<u>Account Description</u>
1001	190101	3511701	Municipal Court General Fines
1001	190101	3511702	Municipal Court Traffic Fines
1001	190101	3511703	Municipal Court Parking Fines
1001	190101	3511704	Municipal Court DUI Fines
1001	190101	3511705	Municipal Court Drug Fines
1001	190101	3511706	Municipal Court Housing Fines
1001	190101	3511711	Municipal Court Criminal Fines

Agency Fund Liability Accounts

<u>Fund</u>	<u>Dept Org</u>	<u>Account</u>	<u>Account Description</u>
7101	000001	1218011	Peace Officers and Prosecutor Training Fund (POPTF)
7101	000001	1218012	Peace Officers Benefits-Pensions (POAB)
7101	000001	1218013	Georgia Crime Victim Emergency Fund (CVEF)
7101	000001	1218014	Indigent Defense Fund (IDF)
7101	000001	1218015	State General Fund (SGF)
7101	000001	1218016	Drug Abuse Treatment Education Fund (DATE)
7101	000001	1218018	Driver Education and Training Fund (DETF)
7101	000001	1218021	Brain & Spinal Injury Trust Fund (BSITF)
7101	000001	1218022	Georgia State Patrol Motorcycle Unit Fund (GSP-M)
7101	000001	1218052	Local Victim Assistance Program - Fulton (LVAP)
7101	000001	1218071	Local Victim Assistance Program - Dekalb (LVAP)
7101	000001	1233008	City Victim Assistance Program - (CVAP)

Privatized Probation Services for the City of Atlanta, Municipal Court

Adam L. Smith, Esq., CPPO, CPPB
Chief Procurement Officer
Department of Procurement
55 Trinity Avenue, S.W.
City Hall South, Suite 1900
Atlanta, GA 30303-0307

Due Date: 8 February 2012
Time: 1:59 p.m. EST



Proposal by:
Sentinel Offender Services
5 Concourse Parkway N.E., Suite 775
Atlanta, GA 30328
Phone: 678-443-9525
Toll-Free: 673-443-9530
<http://www.sentrak.com>

Cost Proposal

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1 Cost Proposal Worksheet

The following page contains the Cost Proposal Worksheet provided with RFP number FC-5440.

Please note that Sentinel has provided complete pricing with detailed explanations following the

Cost Proposal Worksheet under Section 2: Sentinel's Proposal Supervision Levels and Fees.

COST PROPOSAL

FC-5440, Privatized Probation Services RFP

The Proponent shall provide the associated cost for 1) Probation Supervision & Case Management 2) Warrant Recovery and Collections 3) Electronic Monitoring (EM) Supervision

I. Probation Supervision and Case Management	Cost: <u>See attached pages</u>
II. Warrant Recovery and "Payable" Traffic FTA Collections	Cost: <u>See attached pages</u>
III. Electronic Monitoring (EM) Supervision	Cost: <u>See attached pages</u>

Sentinel has provided complete pricing and explanation on the following pages.

2 Sentinel’s Proposed Supervision Levels & Fees

Sentinel offers its services at no cost to the Court and government entity. The following fees are paid by the sentenced probationer directly to Sentinel with no cost incurred by the Court for any of the services listed below unless noted as available options.

The court order directs the probationer to pay a monthly supervision fee to Sentinel in an amount approved by the Court and specified in the contract. A probationer is never charged more than the contract amount. Probationer monthly payments that may be less than the amount ordered are equally prorated to court fines, court costs, fees, GCVEF, and supervision fees for the period (50/50 rule). The only exception will be that restitution to crime victims is paid first.

The following sub-sections illustrate the cost of services provided by Sentinel:

2.1 Probation Supervision and Case Management

Supervision Level	Cost
Level 1 – Financial Services (Pay Only) * = For Level 1 cases, if all fines are paid within the first thirty (30) days of supervision, only a one-time administrative fee of \$20.00 will be assessed.	\$27.00 per month *
Level 2 – Compliance Services (Conditions Cases)	\$32.00 per month
Level 3 – Intensive Probation Supervision	\$35.00 per month
Pre-Trial Supervision	\$35.00 per month
Voice Monitoring and Reporting System	\$22.00 per month
Substance Abuse Detection Screens	\$15.00 per screen
Cognitive Skills Course	\$20.00 per class

2.2 Warrant Recovery and “Payable” Traffic FTA Collections

Case Age	Cost
Cases less than one (1) year old ^	30% of base fines and fees
Cases one to two (1 - 2) years old ^	35% of base fines and fees
Cases more than two (2) years old ^	37.5% of base fines and fees

^ = Age based on issue date of warrant or FTA date.

2.3 Electronic Monitoring (EM) Supervision

Supervision Type	Cost
<u>Offender Funded (the participant is responsible for all costs related to EM)</u>	
Radio Frequency	\$5.50 per day
Global Positioning Satellite (GPS) – Passive Tracking	\$6.00 per day
Global Positioning Satellite (GPS) – Active Tracking	\$7.50 per day
MEMS 3000 Breath Alcohol Test	\$3.50 per day
SCRAMx Continuous Alcohol Monitoring	\$9.50 per day
Voice Verifications (4 calls per day)	\$3.50 per day

If the Court or City chooses to fund some of or all of the electronic monitoring costs in order to reduce jail overcrowding or costs, the following fees will apply:

2.3.1 Agency Funded Electronic Monitoring Supervision

Supervision Type <u>Agency Funded ("Agency" is defined as the customer)</u>	Cost
Radio Frequency	\$3.00 per day
Global Positioning Satellite (GPS) – Passive Tracking	\$5.45 per day
Global Positioning Satellite (GPS) – Active Tracking	\$5.95 per day
MEMS 3000 Breath Alcohol Test	\$3.25 per day
SCRAMx Continuous Alcohol Monitoring	\$9.00 per day
Voice Verifications (4 calls per day)	\$2.25 per day

2.3.2 Agency Subsidized Electronic Monitoring Supervision

Supervision Type <u>Agency Subsidized ("Agency" is defined as the customer)</u>	Cost
Radio Frequency	\$2.65 per day
Global Positioning Satellite (GPS) – Passive Tracking	\$5.00 per day
Global Positioning Satellite (GPS) – Active Tracking	\$5.55 per day
MEMS 3000 Breath Alcohol Test	\$3.00 per day
SCRAMx Continuous Alcohol Monitoring	\$8.50 per day
Voice Verifications (4 calls per day)	\$1.95 per day

EXHIBIT B
DEFINITIONS

When used in the Contract Documents, the following capitalized terms have the following meanings:

“Applicable Law(s)” means all federal, state or local statutes, laws ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of any kind by which a Party may be bound, then in effect or which come into effect during the time the Services are being performed, and any present or future amendments to those Applicable Laws, including those which specifically relate to: (a) the business of City; (b) the business of Service Provider or Service Provider’s subcontractors; (c) the Agreement and the Contract Documents; or (d) the performance of the Services under this Agreement.

“Charges” means the amounts payable by City to Service Provider under this Agreement.

“City Security Policies” means the policies set forth in **Exhibit D**.

“Code” means the Code of Ordinances for the City of Atlanta, Georgia, as amended.

“Contract Documents” include this Agreement and the exhibits and other documents attached or referenced herein as well as any authorized changes or addenda hereto.

“Facility” or **“Facilities”** means the physical premises, locations and operations owned or leased by a Party and from or through which Service Provider will provide any Services.

“Force Majeure Event(s)” means acts of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, embargoes and other similar unusual governmental actions, extraordinary elements of nature or acts of God.

“Party” or **“Parties”** means City and/or Service Provider.

“Person” means individuals, partnerships, agents, associations, corporations, limited liability companies, firms or other forms of business enterprises, trustees, executors, administrators, successors, permitted assigns, legal representatives and/or other recognized legal entities.

“Service Provider Personnel” means and refers to Service Provider employees or subcontractors hired and maintained to perform Services hereunder.

“Third Party” means a Person other than the Parties.

EXHIBIT C
AUTHORIZING LEGISLATION

CITY COUNCIL
ATLANTA, GEORGIA

12-R -1077

**A RESOLUTION BY:
PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR OR DESIGNEE TO ENTER INTO A CONTRACTUAL AGREEMENT, ON BEHALF OF THE MUNICIPAL COURT OF ATLANTA, WITH SENTINEL OFFENDER SERVICES, LLC FOR FC-5440, PRIVATIZED PROBATION SERVICES, A REVENUE GENERATING CONTRACT. ALL FUNDS GENERATED UNDER THIS CONTRACT SHALL BE DEPOSITED INTO THE APPLICABLE GENERAL FUND REVENUE ACCOUNTS AND AGENCY FUND LIABILITY ACCOUNTS; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("the City") Municipal Court ("the Court") sought a contractor to supervise and manage probation services for the City Court's probationers due to the expiration of the previous contract; and

WHEREAS, the term of this agreement is for three (3) years; with two (2) one (1) year renewal options at the City's sole discretion; and

WHEREAS, the City did solicit Request for Proposals for qualified proponents for FC - 5440, Privatized Probation Services to address the City's need to provide general probation supervision to individuals sentenced through the Court; and

WHEREAS, the Chief Judge of the Municipal Court of Atlanta and the Chief Procurement Officer of the Department of Procurement have recommended that an appropriate Agreement be executed.

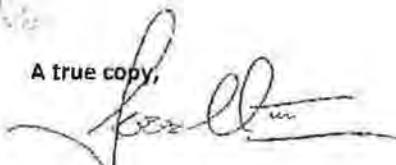
NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA that the Mayor be and is hereby authorized to execute an appropriate agreement for FC-5440, Privatized Probation Services with Sentinel Offender Services, LLC, to implement a probation services program for the City of Atlanta's Municipal Court.

BE IT FURTHER RESOLVED, that the Chief Procurement Officer be and is hereby directed to prepare an appropriate agreement for execution by the Mayor to be approved as to form by the City Attorney.

BE IT FURTHER RESOLVED, that said agreement shall not become binding on the City of Atlanta and the City of Atlanta shall incur neither liability nor obligation hereunder until the same has been signed by the Mayor and delivered to the contracting party.

BE IT FINALLY RESOLVED, that all funds generated from this contracted work shall be deposited into the applicable General Fund revenue accounts and Agency Fund liability accounts (See Exhibit A).

A true copy,


Deputy Municipal Clerk

ADOPTED by the Atlanta City Council
APPROVED as per City Charter Section 2-403

September 04, 2012
September 13, 2012

EXHIBIT D
CITY SECURITY POLICIES

EXHIBIT E
DISPUTE RESOLUTION PROCEDURES

1. If Service Provider contends it is entitled to compensation or any other relief from City or if there are any disagreements over the scope of Services or proposed changes to the Services, Service Provider shall, without delay and within three (3) days of being aware of the circumstances giving rise to Service Provider's claim, provide written notice of its claim to City. If Service Provider fails to give timely notice as required by this subsection or if Service Provider commences any alleged additional work without first providing notice, Service Provider shall not be entitled to compensation or adjustment for any such work to the extent timely notice was not provided. Such notice shall include sufficient information to advise City of the circumstances giving rise to the claim, the specific contractual adjustment of relief requested and the basis for such request. Within ten (10) days of the date that Service Provider's written notice to City is required under this subsection, Service Provider shall submit a Proposed Change Document relating to the claim meeting the requirements of Subsection 5.3.2 of this Agreement.
2. The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Service Provider and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Services.
3. If a dispute or disagreement cannot be resolved informally Service Provider Authorized Representative and Authorized City Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.
4. If City and Service Provider are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternate dispute resolution.

APPENDIX A; OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS

Sentinel Offender Services - Probation Services Client List
CONFIDENTIAL

Office	Court	Judge's Name	Address	City	Zip	Telephone
Atlanta	Atlanta Municipal Court	Crystal Gaines	170 Garnett Street	Atlanta	30303	404-954-6763
Augusta	Richmond Co. State Court	Richard Slaby	520 Greene St.	Augusta	30901	706-821-2582
Augusta	Richmond Co. Magistrate Court	William D. Jennings, III	530 Greene St, Rm 317	Augusta	30911	706-821-2516
Augusta	Richmond Co. Superior Court	J. Carlisle Overstreet	530 Greene St, Rm 320	Augusta	30911	706-821-2444
Blairsville	Towns Co. Superior Court	David E. Barrett	114 Courthouse Street, Box 2	Blairsville	30512	706-439-6100
Blairsville	Towns Co. Magistrate Court	David Rogers	48 River Street, Suite C	Hiawassee	30546	706-896-3467
Blairsville	Towns Co. Probate Court	David Rogers	48 River Street, Suite C	Hiawassee	30546	706-896-3467
Blairsville	Union Co. Superior Court	David E. Barrett	114 Courthouse Street, Box 2	Blairsville	30512	706-439-6100
Blairsville	Union Co. Magistrate Court	Johnie Garmon	114 Courthouse Street, Suite 10	Blairsville	30512	706-439-6008
Blairsville	Union Co. Probate Court	Dwain Brackett	114 Courthouse Street, Suite 8	Blairsville	30512	706-439-6006
Blairsville	Blairsville Municipal Court	Robert Sneed	P.O. Drawer 719	Lithonia	30058	770-482-5643
Blairsville	Hiawassee Municipal Court	Robert Sneed	P.O. Drawer 719	Lithonia	30058	770-482-5643
Blairsville	Blue Ridge Municipal Court	Robert Sneed	P.O. Drawer 719	Lithonia	30058	770-482-5643
Brunswick	Brunswick Municipal Court	Andrew H. Lakin	1229 Newcastle Street	Brunswick	31520	912-262-5996
Brunswick	Glynn Co. Magistrate Court	Timothy Barton	701 H St., 1st Floor	Brunswick	31520	912-554-7250
Brunswick	Glynn Co. State Court	Orion L. Douglass	701 H St., 1st Floor	Brunswick	31520	912-267-5675
Brunswick	Kingsland Municipal Court	Robert Sweatt, Jr.	533 North Lee St	Kingsland	31559	912-729-3700
Cleveland	Cleveland Municipal Court	Garrison Baker	59 S. Main St., Suite B	Cleveland	30528	706-865-4141
Cleveland	White Co. Probate Court	Garrison Baker	59 S. Main St., Suite B	Cleveland	30528	706-865-4141
Cleveland	White Co. Magistrate Court	Joy Parks	59 S. Main St., Suite D	Cleveland	30528	706-865-6636
Cleveland	White Co. Pre-Trial Diversion	District Attorney	59 S. Main St., Box 14	Cleveland	30528	706-865-3306
Cornelia	Habersham Co. State Court	Steve Campbell	167 Professional Park Dr, Suite A	Clarksville	30523	706-754-0834
Cornelia	Habersham Co. Magistrate Court	James Butterworth	1104 Main Street	Cornelia	30531	706-778-2294
Cornelia	Clarksville Municipal Court	Robert Sneed	P.O. Box 1060	East Ellijay	30539	706-276-3111
Cornelia	Demorest Municipal Court	Winslow Verdery	1 Professional Drive	Baldwin	30511	706-778-1800
Cornelia	Cornelia Municipal Court	Steve Adams	148 N. Main Street	Cornelia	30531	706-778-8600
Cornelia	Habersham Co. Superior Court	Russell Smith	555 Monroe Street	Clarksville	30523	706-754-6274

CONFIDENTIAL

Sentinel Offender Services Probation Services Client List
CONFIDENTIAL

Office	Court	Judge's Name	Address	City	Zip	Telephone
Cornelia	Mt. Airy Municipal Court	Robert A. Sneed	P.O. Box 1060	East Ellijay	30539	706-276-3111
Cornelia	Alto Municipal Court	Robert Sneed	P.O. Box 1060	East Ellijay	30539	706-276-3111
Douglasville	Douglas Co. State Court	Neal Dettmering, Jr.	8700 Hospital Drive	Douglasville	30134	770-489-5235
Douglasville	Douglas Co. Superior Court	David Emerson	8700 Hospital Drive	Douglasville	30134	770-920-7265
Douglasville	Hiram Municipal Court	Martin Valbuena	P.O. Box 1125	Dallas	30132	770-443-2204
Douglasville	Braswell Municipal	Brian Hardison	P.O. Box 856	Powder Springs	30127	770-439-7967
Dunwoody	Dunwoody Municipal Court	Hugh Powell, Jr.	41 Perimeter Ctr East, Suite 205	Dunwoody	30346	678-382-6700
Evans	Columbia Co. Superior Court	J. Carlisle Overstreet	530 Greene St., Rm 320	Augusta	30901	706-821-2444
Gainesville	Gainesville Municipal Court	Hammond Law	P.O. Box 1704	Gainesville	30503	770-534-2511
Gainesville	Flowery Branch Municipal Court	Michelle Rohan	1370 Thompson Bridge Rd., Ste 201	Gainesville	30501	770-532-5888
Gainesville	Hall Co. Magistrate Court	Elizabeth Reisman	P.O. Drawer 1435	Gainesville	30503	770-531-6912
Jefferson	Commerce Municipal Court	Billy Chandler	5000 Jackson Parkway, Suite 230	Jefferson	30529	706-387-7338
Jefferson	Maysville Municipal Court	Hammond Law	P.O. Box 1704	Gainesville	30503	770-534-2511
Jefferson	Arcade Municipal Court	Gabriel Bradford	P.O. Box 417	Jefferson	30549	706-367-5500
Jefferson	Braselton Municipal Court	Graham McKinnon	5040 Highway 53	Braselton	30517	706-654-3915
Jefferson	Jackson Co. State Court	Robert Alexander	5000 Jackson Parkway, Suite 250	Jefferson	30549	706-387-6346
Jefferson	Banks Co. Superior Court	David Motes	P.O. Box 39	Homer	30547	706-677-6282
Jefferson	Jackson Co. Superior Court	David Motes	P.O. Box 39	Homer	30547	706-677-6282
Lawrenceville	Gwinnett Co. Records Court	Michael Greene	115 Stone Mountain Street	Lawrenceville	30045	770-619-6100
McDonough	Henry Co. Superior Court	William H. Craig	One Courthouse Square, 2nd Fir.	McDonough	30253	770-954-2107
McDonough	Henry Co. State Court	Ben Studdard, III	One Judicial Center, Suite 310	McDonough	30253	770-898-7612
McDonough	Henry Co. Magistrate Court	Judy Hayes	One Judicial Center, Suite 260	McDonough	30253	770-954-2111
Nashville	Nashville Municipal Court	Jason Moon	119 W. North St.	Valdosta	31603	229-247-0715
Nashville	Alapaha Municipal Court	Hughie Fuller	308 N. Lakeshore Dr	Lakeland	31635	229-482-2717
Nashville	Enigma Municipal Court	Brent Hyde	220 East 2nd St, Suite B	Tifton	31794	229-382-0515
Statesboro	Statesboro Municipal Court	W. Keith Barber	18 S. Main St	Statesboro	30458	912-764-2623
Statesboro	Portal Municipal Court	Scott Brannen	125 S. College Street	Statesboro	30458	912-764-7574

CONFIDENTIAL

Sentinel Offender Services Probation Services Client List
CONFIDENTIAL

Office	Court	Judge's Name	Address	City	Zip	Telephone
Statesboro	Brooklet Municipal Court	Lovett Bennett, Jr.	21 Courtland Street	Statesboro	30458	912-764-3122
Statesboro	Newington Municipal Court	Grady Reddick	P.O. Box 1923	Sylvania	30458	912-564-7821
Statesboro	Claxton Municipal Court	Benjamin Brinson	P.O. Box 667	Claxton	30417	912-739-2533
Statesboro	Hagan Municipal Court	Benjamin Brinson	P.O. Box 667	Claxton	30417	912-739-2533
Statesboro	Evans Co. State Court	Ronald Hallman	802 W. Main Street	Claxton	30417	912-739-4825
Statesboro	Evans Co. Superior Court	David L. Cavender	P.O. Box 713	Hinesville	31313	912-368-2250
Statesboro	Evans Co. Magistrate Court	Larry Anderson	Room 7 Annex Bldg.	Claxton	30417	912-739-3745
Statesboro	Register Municipal Court	Dustin Barr	125 S. College Street	Statesboro	30458	912-764-7574
Statesboro	Collins Municipal Court	Curtis Cheney	P.O. Box 1100	Reidsville	30543	912-693-2581
Statesboro	Hiltonia Municipal Court	Evelyn Hubbard	P.O. Box 1704	Sylvania	30467	912-564-7421
Statesboro	Sylvania Municipal Court	R.J. Martin	216 Mims Rd	Sylvania	30467	912-564-2056
Statesboro	Oliver Municipal Court	Grady Reddick	P.O. Box 1923	Sylvania	30458	912-564-7821
Statesboro	Rocky Ford Municipal Court	Grady Reddick	P.O. Box 1923	Sylvania	30458	912-564-7821
Valdosta	Lowndes Co. State Court	John K. Edwards, Jr.	P.O. Box 1661	Valdosta	31603	229-671-2600
Valdosta	Valdosta Municipal Court	Vernita Lee Bender	P.O. Box 1083	Valdosta	31603	229-293-3171
Valdosta	Pearson Municipal Court	Douglas W. Mitchell, III	423 East Ward Street	Douglas	31533	912-384-8181
Valdosta	Broxton Municipal Court	Michael Gowen	718 North Madison Ave	Douglas	31533	912-384-0777
Valdosta	Atkinson Co. Magistrate Court	Hilda James	19 Roberts Ave. West, Suite 1-12	Pearson	31642	912-422-7158
Valdosta	Atkinson Co. Probate	Margie O'Brien	19 Roberts Ave.	Pearson	31642	912-422-7842
Valdosta	Coffee Co. Superior Court	Dwayne Gillis	101 South Peterson Ave	Douglas	31533	912-384-0587
Warner Robins	Houston Co. State Court	Jason Ashford	202 Carl Vinson Pkwy	Warner Robins	31088	478-542-2013
Warner Robins	Houston Co. Superior Court	George Nunn	201 Perry Pkwy.	Perry	31069	478-218-4840
Winder	Barrow Co. Superior Court	David Motes	30 N. Broad Street	Winder	30680	770-307-3032
Winder	Barrow Co. Probate Court	Tammy S. Brown	30 N. Broad Street	Winder	30680	770-307-3045

CONFIDENTIAL

SENTINEL

RFP No. FC-5440

INFORMATIONAL PROPOSAL

Privatized Probation Services
for the
City of Atlanta, Municipal Court

2 Form 2: Company Financial Statements and Other Financial Information

The following pages contain Form 2: Company Financial Statements and other Financial Information.

We have also included copies of our most recent audited financial statements with a cover letter from our Chief Financial Officer.

SENTINEL

Privatized Probation Services
for the
City of Atlanta, Municipal Court

RFP No. FC-5440

INFORMATIONAL PROPOSAL

3.2.4.3. *For each Resume provided, each Proponent must provide a minimum of two, one to two page letters of recommendation from clients for whom that individual has held a similar role within the past ten (10) years. The letter must state at a minimum:*

3.2.4.3.1. *the role the individual held in the project;*

3.2.4.3.2. *the original contract schedule to start and complete the project;*

3.2.4.3.3. *the actual start and completion dates of the project;*

3.2.4.3.4. *whether the individual was full-time on the project and the Client's perceived key contribution that individual made in completing the Client's project either within the Client's original planned total cost or original schedule duration or both; and*

3.2.4.3.5. *the quality of the facility's operation since the Client's acceptance at turnover.*

Per Addendum # 1, dated 2 February 2012, this requirement has been waived.

3.2.4.4. *Submission of these names constitutes a commitment to use these individuals if the Proponent is selected, and changes may be made only with the prior written consent of the City. In the event there is need to replace key team members during the course of the project, Proponent must describe its back-up personnel plan.*

Each of our key management team members are long tenured staff. We do not anticipate any changes and if any occur we will notify the City and seek consent to replace this team member.

In addition, Sentinel has five (5) offices in the metro Atlanta area with a total staff composition of over seventy-five (75). This infrastructure provides a very sufficient pool of experienced probation professionals. Should any back-up personnel be needed, we can quickly and easily pull from this group of local staff.

SENTINEL

RFP No. FC-5440

INFORMATIONAL PROPOSAL

LOCATE
Privatized Probation Services
for the
City of Atlanta, Municipal Court

1 Form 1: Proponent Contact Directory

The following pages contain Form 1: Proponent Contact Directory.

We have provided contact information for our Sentinel personnel on the first copy of the form and our bank and institutional lender reference information on the second copy of the form.

**FORM 1
PROPONENT CONTACT DIRECTORY¹**

NAME	POSITION/TITLE	MAILING ADDRESS	PHONE NUMBER	FAX NUMBER	EMAIL ADDRESS
Robert Contestabile	President / CEO	220 Technology Dr., Ste. 200 Irvine, CA 92618	800.929.8201	949.453.1554	bcontestabile@sentrak.com
Mark Contestabile	Vice President	5 Concourse Pkwy, Ste. 775 Atlanta, GA 30328	O: 678.443.9525 x 104 C: 770.778.9214	678.443.9530	mcontestabile@sentrak.com
Tim Lewis	Vice President, Georgia Operations	5 Concourse Pkwy, Ste. 775 Atlanta, GA 30328	O: 678.443.9525 x 113 C: 770.540.5233	678.443.9530	tlewis@sentrak.com
Steve Queen	Director, Georgia Services	5 Concourse Pkwy, Ste. 775 Atlanta, GA 30328	O: 678.443.9525 x 103 C: 770.289.9803	678.443.9530	squeen@sentrak.com
Chris Cush	Director, Georgia Services	5 Concourse Pkwy, Ste. 775 Atlanta, GA 30328	O: 678.443.9525 x 112 C: 770.778.9215	678.443.9530	ccush@sentrak.com

¹ The purpose of the Proponent Contact Directory is to provide the City with a centralized, easily identified source of important contacts and other information regarding each of the business entities constituting a Proponent. This Proponent Contact Directory should include the names, positions/titles, firms, mailing addresses, phone and fax numbers, and e-mail addresses for each of the following as it pertains to each of the firms in a Proponent's team:

1. At least two individuals, one primary the other(s) secondary, authorized to represent the firm for purposes of this RFP;
2. Proponent team key personnel listed in proposal; and
3. At least two bank or other institutional lender references for each team member in the Proponent Contact Directory.

**FORM 1
PROPONENT CONTACT DIRECTORY¹**

NAME	POSITION/TITLE	MAILING ADDRESS	PHONE NUMBER	FAX NUMBER	EMAIL ADDRESS
BANK REFERENCE Larry Sharma	Senior Vice President, Bank of America	675 Anton Blvd., Ste 150, Costa Mesa, CA 92626-1919	714.327.4544		
INSTITUTIONAL LENDER Mark Schachter	REFERENCE HBK Capital & Mgt.	2101 Cedar Springs Rd., Ste 700, Dallas, TX 75201	214.758.6531		

¹ The purpose of the Proponent Contact Directory is to provide the City with a centralized, easily identified source of important contacts and other information regarding each of the business entities constituting a Proponent. This Proponent Contact Directory should include the names, positions/titles, firms, mailing addresses, phone and fax numbers, and e-mail addresses for each of the following as it pertains to each of the firms in a Proponent's team:

1. At least two individuals, one primary the other(s) secondary, authorized to represent the firm for purposes of this RFP;
2. Proponent team key personnel listed in proposal; and
3. At least two bank or other institutional lender references for each team member in the Proponent Contact Directory.



CITY OF ATLANTA

Kasim Reed
Mayor

SUITE 1700
55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330-6010 Fax: (404) 658-7359
Internet Home Page: www.atlantaga.gov

OFFICE OF CONTRACT COMPLIANCE
Hubert Owens
Director
h Owens@atlantaga.gov

10/28/2011

RE: Project No.: FC-5440 - Privatized Probation Services

Dear Prospective City of Atlanta Bidder:

The Office of Contract Compliance information is an integral part of every City of Atlanta bid. All Bidders are required to make efforts to demonstrate compliance with the program requirements at or prior to the time of Bid opening, or upon request by OCC. Bidders are required to ensure that prospective subcontractors, vendors, suppliers and other potential participants are not denied opportunities to compete for work on a City contract and afford all firms, including Small Business Enterprises (SBE) opportunities to participate in the performance of the business of the City to the extent of their availability, capacity and willingness to compete. Please read all of the information very carefully. Pay close attention to the specific SBE goals for this project and the SBE program reminders listed on page 7.

Additionally, as the City of Atlanta is developing its Small Business Enterprise database, bidders will be allowed to submit the names of companies that meet the size standards of the United States Small Business Administration Guidelines. [see 13 C.F.R. § 121.201 (and further explained in 13 C.F.R. §§ 121.104 through 121.107)]. These requirements may be accessed via the internet by visiting: <http://ecfr.gpoaccess.gov> and choosing "Title 13-Business and Credit" from the browse-able drop down field.

If you have any questions about the information included in this section of the solicitation, please contact the City of Atlanta Office of Contract Compliance at (404) 330-6010.

The City of Atlanta looks forward to the opportunity to do business with your company.

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CITY OF ATLANTA

Kasim Reed
Mayor

SUITE 1700
55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330-6010 Fax: (404) 658-7359
Internet Home Page: www.atlantaga.gov

OFFICE OF CONTRACT COMPLIANCE
Hubert Owens
Director
h Owens@atlantaga.gov

CITY OF ATLANTA

SMALL BUSINESS ENTERPRISE

POLICY STATEMENT

It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. The City must ensure that firms seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of size as it relates to revenue and number of employees. The purpose of the Small Business Enterprise Program is to ensure that the City of Atlanta has a robust race-neutral approach to promoting full and equal business opportunity for all persons doing business with the City of Atlanta, to promote commerce by assisting SBEs to actively participate in the City's procurement process, and ensure that the City of Atlanta utilizes programs that provide it with the best possible resources. SBE Goals for this project are set forth on page 6.

Implementation of SBE Policy

The Office of Contract Compliance will review information submitted by Bidders pertaining to efforts to promote opportunities for small businesses to compete for business as prime contractors, subcontractors and/or Suppliers. A Bidder is eligible for award of a City contract upon a finding by OCC that the Bidder has utilized good faith efforts to attract all businesses regardless of size. To assist prime contractors in this effort, the Office of Contract Compliance has set forth in this solicitation document the SBE goals within the relevant NAICS Codes, for this Project.

For subcontracting, the SBE Project Participation Plan must include all subcontractors to be utilized on the project, detail the services to be performed, the dollar value of the work to be performed by each subcontractor, and the City of Atlanta SBE or other acceptable certification number, and supplier id number.

For Suppliers, the Subcontractor Project Plan must include all suppliers to be utilized on the project, the supplies to be provided, including the dollar value of the supplies being provided and the City of Atlanta SBE or other acceptable certification number, and supplier id number

Determination of Good Faith Efforts During Bid Process

No Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the requirement of section 2-1372 on such Eligible Project. Accordingly, each Bidder shall submit with each Bid the following:

1. **Covenant of Non Discrimination.** Each Bidder shall submit with her/his Bid a Covenant of Non-Discrimination which is set forth herein as Exhibit SBE1.
2. **Outreach Efforts Documentation.** Each Bidder shall submit with her/his Bid written documentation demonstrating the Bidder's outreach efforts to identify, contact, contract with, or utilize businesses, including certified SBEs, as subcontractors or Suppliers on the Eligible Project. This information shall be set forth on Exhibit SBE2, which is included herein.
3. **SBE Project Participation Plan.** Each Bidder shall submit with her/his Bid a completed and signed SBE Project Participation Plan, which is included herein as Exhibit SBE3, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used during the contract, the NAICS Code and the type of work or service each business will perform, the dollar value of the work and the scope of work, certification number of each business, and any other information requested by the Office of Contract Compliance. In order for the Office of Contract Compliance to officially consider a firm to be an SBE firm, it must be certified by or have a certification application pending with the Office of Contract Compliance at the time of the Bid.

OCC Review of Bidder Submissions

The Office of Contract Compliance shall determine whether a Bidder has satisfied the good faith efforts requirement of section 2-1372 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the SBE Project Participation Plan, and its review of other relevant facts and circumstances. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the good faith outreach practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars subcontracted to or expended for services performed by other businesses, including certified SBEs, whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified SBEs within the relevant NAICS Codes for such Eligible Project.

To determine whether a competitor that has failed to meet SBE goals may be awarded the contract, the city will determine whether the efforts the bidder made to obtain SBE participation were "good faith efforts." Efforts that are merely pro forma are not "good faith efforts" to meet the goals. In order to award a contract to a bidder that has failed to meet SBE contract goals, the Office of Contract Compliance will determine whether the bidder actively and aggressively made efforts to meet the City's SBE goals. A bidder making a good faith effort would consider a number of factors in negotiating with subcontractors, including SBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using SBEs is not in itself sufficient reason for a bidder's failure to meet the contract SBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from SBEs if the price difference is excessive or unreasonable. In determining whether a bidder has made good faith efforts, the Office of Contract Compliance will take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, the Office of Contract Compliance may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal but meets or exceeds the average SBE participation obtained by other bidders, the City may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. Competitors that fail to meet SBE goals and fail to demonstrate "good faith efforts" shall be deemed non-responsive to the city's SBE requirements and shall not be eligible to be awarded the contract.

Small Business Enterprise Program Bid/RFP Submittals

The Covenant of Non Discrimination, the Outreach Efforts Documentation, the SBE Project Participation Plan, and any other information required by OCC in the solicitation document must be completed in their entirety by each Proponent and submitted with the other required Bid/RFP documents in order for the Bid/RFP to be considered responsive. Failure to timely submit these forms, fully completed, will result in the Bid/RFP being considered as non-responsive, and therefore, excluded from consideration.

Monitoring Of SBE Policy

Upon execution of a contract with the City of Atlanta, the successful bidder's SBE Project Participation Plan will become a part of the contract between the bidder and the City of Atlanta. The SBE Project Participation Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the SBE Project Participation Plan. The failure of the successful bidder to provide the specific information by the specified date each month shall be sufficient cause for the City to evoke penalties as set forth in the City of Atlanta Code of Ordinances, Section 2-1373.

Implementation of EEO Policy

The City effectuates its EEO policy by adopting racial and gender work force availability for every contractor performing work for the City of Atlanta. These percentages are derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with the City of Atlanta, the successful bidder must submit a Contract Employment Report (CER), describing the racial and gender make-up of the firm's work force. If the CER indicates that the firm's demographic composition does not meet the adopted EEO goals, the firm will be required to submit an affirmative action plan setting forth the steps to be taken to reach the adopted goals. The CER and the affirmative action plan, if necessary, will become a part of the contract between the successful bidder and the City of Atlanta. Compliance with the EEO requirements will be monitored by the Office of Contract Compliance

The City of Atlanta will keep a running tally of actual gross receipts attributed to the DBE firms from the time of the contract award.

The City of Atlanta's Office of Contract Compliance, or its designee, will perform interim audits of gross receipts and contract payments to DBEs if applicable. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

First Source Jobs Program Policy Statement

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta, whenever possible. Every contract with the City of Atlanta creates a potential pool of new employment opportunities. The prime contractor is expected to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact:

**Deborah Lum
Manager, One Stop Services
First Source Jobs Program
Atlanta Workforce Development Agency
818 Pollard Boulevard
Atlanta, GA 30315
(404) 658-6312**

Small Business Enterprise Goals for this Project

Project No.: FC-5440 - Privatized Probation Services

The Small Business Enterprise goals for the trade categories listed in this project are:

35.0% SBE

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the good faith efforts requirement of section 2-1372 on such Eligible Project. Details of the OCC review process for determination of non-discrimination are detailed on pages 2 and 3 of this document.

Small Business Enterprise Program Reminders

1. **Subcontractor Certification.** It is the prime contractor's responsibility to verify that SBEs included on their SBE Project Participation Plans are certified with the City of Atlanta's Office of Contract Compliance by filing with OCC a self-certification form or a letter or other documentation from the United States Small Business Administration that establishes that the firm qualifies as an 8(a) firm or HUBZone firm.
2. **Reporting.** The successful bidder must submit monthly SBE participation reports to the Office of Contract Compliance.
3. **Subcontractor Contact Form.** It is required that bidders list and submit information on all subcontractors they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive.
4. **SBE Ordinance.** The SBE Program is governed by the provisions of the SBE Ordinance set forth in the City of Atlanta Code Division 9 section 2 - 1356 through 2 -1377. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.
5. **Supplier Participation.** In order to receive full SBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.

COVENANT OF NON-DISCRIMINATION

The undersigned understands that it is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City of Atlanta. The undersigned covenants that we have not discriminated on the basis of a firm's revenue or employee count with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms SBE-2 and SBE-3. Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.

Steve Queen

Signature of Attesting Party

Director

Title of Attesting Party

On this 6th day of February, 2012, before me appeared Steve Queen, the person who signed the above covenant in my presence.

Cyndi Hood

Notary Public

Seal



SUBCONTRACTOR CONTACT FORM

List all subcontractors or suppliers (Both SBE and Non-SBE Certified) that were contacted regarding this project.

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact
American Recovery Solution Services LLC	Herbert Greene 2001 MLK Jr Dr SW Suite 550 Atlanta, GA 30330 404-564-3639	yes	collection Services	SBE	1101390	Engaged to provide collection services.
Urban Suburban, Inc.	Herbert Greene 196 Peachtree St SW Atlanta, GA 30303 404-589-3599	yes	Property Management	SBE	1101453 Pending	Engaged to provide office space and property management.
The Jordan Group	Linda Jordan 901 Oglethorpe Ave Atlanta, GA 30331 678-592-9791	yes	Public Relations	SBE	119258481	Engaged to provide public relations and auditing services.
Bonus Building Care	Tony Harrison 2150 Northwest Pkwy Suite S Marietta, GA 30067 678-384-6120	No	Janitorial Services	SBE	Pending	Engaged to provide janitorial services for our Atlanta office.
Omni Drug Testing, Inc.	Robert Downs 4830 Arbor Meadows Dr Cumming, GA 30040 678-343-4364	No	Drug Testing Supplies	SBE	119262902	Engaged to provide drug testing products and supplies.

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

Business Ownership Code: SBE - Small Business Enterprise,

Company Name: Sentinel Offender Services, LLC Project Name: Privatized Probation Services FC#: 5440

Signature: [Signature] Date: February 6, 2012

***Note: COA M/FBE certification or DBE Certification does not count for SBE program goals. Firms Must Be Certified as SBE by COA OCC

**EQUAL BUSINESS OPPORTUNITY SUBCONTRACTOR PROJECT PLAN
SUBCONTRACTOR/SUPPLIER UTILIZATION**

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City of Atlanta Business License? (yes or no)	NIAC Code	Type of Work to be Performed	Ethnicity of SBE Ownership	SBE Certification No. and Expiration Date	Dollar (\$) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
American Recovery Solution Services, LLC	Herbert Greene 2001 MLK Jr Dr Ste 550 Atlanta, GA 30310 404-564-3639	Yes	561440 561422 541611	Collections	AA	1101390	\$887,000	27.4%
Urban Suburban, Inc.	Herbert Greene 196 Peachtree St, SW Atlanta, GA 30303 404-589-3599	Yes	236118 541611 2636220	Property Management	AA	1101453	\$162,000	5%
The Jordan Group	Linda Jordan 901 Dolly Ave Atlanta, GA 30331 678-592-9741	Yes	541820	Public Relations/ Consulting	AA	119258481	\$117,000	3.6%
Bonus Building Care	Tony Harrison 2150 Northwest Pkwy Ste S Marietta, GA 30067 678-384-6120	No	561720	Janitorial Services	AA	Pending	\$16,200	.5%
Omni Drug Testing, Inc.	Robert Downs 4830 Arbor Meadows Dr Cumming, GA 30040 678-313-4364	No	621511	Drug Testing Products and Supplies	W	119262902	\$36,000	1%

Total SBE% 37.5

(**Note... EBO or DBE certification does not qualify for SBE projects)

Proponent's Co. Name: Sentinel Offender Services, LLC

Project Name: Privatized Probation Services

FC#: 5440

Proponent's Contact Number: 678-443-9525

Signature: 

Date: February 7, 2012

(Please Print)
Steve Queen



January 27, 2012

Ms. Kimberly Lyons
City of Atlanta
Department of Procurement
55 Trinity Avenue, SW
Suite 1900
Atlanta, Georgia 30303-0307

Dear Ms. Lyons:

American Recovery Solution Services, LLC is pleased to sub-contract with Sentinel Offender Services, LLC under FC-5440 Privatized Probation Services. Our role and responsibility will be to provide collection services as needed and requested to include but not be limited to recovery of warrant and/or failure to appear cases.

We are eager to continue our beneficial relationship with Sentinel Offender Services, LLC and the City of Atlanta.

Sincerely,

Herbert Greene
Chief Executive Officer
American Recovery Solution Services, LLC
2001 Martin Luther King, Jr. Dr. SW
Suite 550
Atlanta, Georgia 30310
404-564-3639

CITY OF ATLANTA
OFFICE OF CONTRACT
COMPLIANCE

2012 JAN 30 PM 4: 41

City of Atlanta
Office of Contract Compliance

Small Business Enterprise Self-Certification Application (A)

(To Be Completed If Applicant Is NOT Currently An 8(a) firm or
HUBZone firm with the United States Small Business Administration)

Business Name: American Recovery Solutions Services, LLC

Street Address (including City, State, ZIP): 196 Peachtree St. SW
Atlanta GA 30303

Mailing Address (including City, State, ZIP): 196 Peachtree St. SW
Atlanta GA 30303

Telephone Number: (404) 564-3639 Fax Number: (404) 564-2999

City of Atlanta Supplier Identification Number: 1101390

Dun & Bradstreet Number: 14-206-7870

Federal Tax ID Number: 86-1140319

NAICS codes for your business (Enter up to three) 561440 561422 541611

Name and Title of Contact Person: Herbert Greene - CEO / Tracey Cain Edwards - COO

E-mail address of Contact Person: hg@usinc.biz / tcp@arsllc.com

All City of Atlanta SBE Self-Certification applicants must review the SBA revenue and number of employee size standards identified by the North American Industry Classification System (NAICS) codes and ensure that, inclusive of any affiliates as defined by 13 C.F.R. Sec. 121.103, their organization does not exceed the applicable size standards for their industry pursuant to 13 C.F.R. § 121.201 (and further explained in 13 C.F.R. §§ 121.104 through 121.107). The standards may be accessed by visiting the Office of Contract Compliance (OCC) webpage at: http://www.atlantaga.gov/government/procurement/off_contractcomp.aspx. When you navigate to the OCC webpage, click on the link to (e-CFR)

Certification Statement:

(To Be Completed By An Officer of the Organization)

I, Herbert Greene (insert name of person making this certification statement), am authorized and have personal knowledge sufficient to make this certification on behalf of the above-named business.

Inclusive of any affiliates (as defined by 13 CFR § 121.103), the above-named business meets the size standards for a small business enterprise, as defined in Atlanta City Code § 2-1357 and 13 C.F.R. § 121.201 (as further explained in 13 CFR §§ 121.104 through 107).

I declare under penalty of perjury under the laws of the State of Georgia that the information provided in this form is true, complete, and correct.

Signature: 

Title: CEO

Date: 1/27/12

Completed SBE Applications may be mailed or presented to:

The City of Atlanta Mayor's Office of Contract Compliance
55 Trinity Avenue
Suite 1700
Atlanta, GA 30303

Urban Suburban Inc.

January 27, 2012

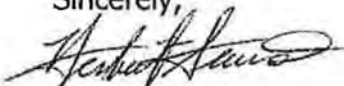
Ms. Kimberly Lyons
City of Atlanta
Department of Procurement
55 Trinity Avenue, SW
Suite 1900
Atlanta, Georgia 30303-0307

Dear Ms. Lyons:

Urban Suburban, Inc. is pleased to sub-contract with Sentinel Offender Services, LLC under FC-5440 Privatized Probation Services. Our role and responsibility will be to provide office space and property management services to Sentinel Offender Services.

We are eager to continue our beneficial relationship with Sentinel Offender Services, LLC and the City of Atlanta.

Sincerely,



Herbert Greene
Chief Executive Officer
Urban Suburban, Inc.
196 Peachtree Street, SW
Atlanta, Georgia 30303
404-589-3599

196 Peachtree Street, SW
Atlanta, Georgia 30303
PHONE (404) 564-4600
FAX (404) 564-4601

Emails:
hg@usinc.biz
mm@usinc.biz
Website: WWW.USINC.BIZ

CITY OF ATLANTA
OFFICE OF CONTRACT
COMPLIANCE

2017 JAN 30 PM 4: 41

City of Atlanta
Office of Contract Compliance

Small Business Enterprise Self-Certification Application (A)

(To Be Completed If Applicant Is NOT Currently An 8(a) firm or
HUBZone firm with the United States Small Business Administration)

Business Name: Urban Suburban, Inc

Street Address (including City, State, ZIP): 196 Peachtree St, SW,
ATLANTA, GA. 30303

Mailing Address (including City, State, ZIP): Same as above.

Telephone Number: 404-589-3599 Fax Number: 404-589-3562

City of Atlanta Supplier Identification Number: N/A 1101453

Dun & Bradstreet Number: 84-165-3140

Federal Tax ID Number: 58-1981492

NAICS codes for your business (Enter up to three) 236118 541611 2636220

Name and Title of Contact Person: Herbert W. Greene

E-mail address of Contact Person: hq@usinc.biz

All City of Atlanta SBE Self-Certification applicants must review the SBA revenue and number of employee size standards identified by the North American Industry Classification System (NAICS) codes and ensure that, inclusive of any affiliates as defined by 13 C.F.R. Sec. 121.103, their organization does not exceed the applicable size standards for their industry pursuant to 13 C.F.R. § 121.201 (and further explained in 13 C.F.R. §§ 121.104 through 121.107). The standards may be accessed by visiting the Office of Contract Compliance (OCC) webpage at: http://www.atlantaga.gov/government/procurement/off_contractcomp.aspx. When you navigate to the OCC webpage, click on the link to (e-CFR)

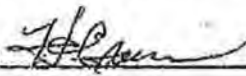
Certification Statement:

(To Be Completed By An Officer of the Organization)

I, Herbert W. Greene, Jr. (insert name of person making this certification statement), am authorized and have personal knowledge sufficient to make this certification on behalf of the above-named business.

Inclusive of any affiliates (as defined by 13 C.F.R. § 121.103), the above-named business meets the size standards for a small business enterprise, as defined in Atlanta City Code § 2-1357 and 13 C.F.R. § 121.201 (as further explained in 13 CFR §§ 121.104 through 107).

I declare under penalty of perjury under the laws of the State of Georgia that the information provided in this form is true, complete, and correct.

Signature: 
Title: CEO
Date: 1/29/12

Completed SBE Applications may be mailed or presented to:
The City of Atlanta Mayor's Office of Contract Compliance
55 Trinity Avenue
Suite 1700
Atlanta, GA 30303

January 30, 2012

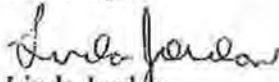
Ms. Kimberly Lyons
City of Atlanta
Department of Procurement
55 Trinity Avenue, SW
Suite 1900
Atlanta, Georgia 30303-0307

Dear Ms. Lyons:

The Jordan Group is pleased to sub-contract with Sentinel Offender Services, LLC under FC-5440 Privatized Probation Services. Our role and responsibility will be to provide public relations and government relation services to Sentinel Offender Services.

We are eager to continue our beneficial relationship with Sentinel Offender Services, LLC and the City of Atlanta.

Sincerely,



Linda Jordan

President
The Jordan Group
901 Dolly Avenue
Atlanta, GA 30331
678-592-9741
ljordandst@aol.com

CITY OF ATLANTA
OFFICE OF CONTRACT
COMPLIANCE

2012 FEB -2 PM 2:09

City of Atlanta
Office of Contract Compliance

Small Business Enterprise Self-Certification Application (A)

(To Be Completed If Applicant Is NOT Currently An 8(a) firm or HUBZone firm with the United States Small Business Administration)

Business Name: The Jordan Group

Street Address (including City, State, ZIP): 901 Dolly Avenue
Atlanta, GA 30331

Mailing Address (including City, State, ZIP): same as above

Telephone Number: 678-592-9741 Fax Number: 404-870-9005

City of Atlanta Supplier Identification Number: 119258481

Dun & Bradstreet Number: N/A

Federal Tax ID Number: 58-2201084

NAICS codes for your business (Enter up to three) 541820

Name and Title of Contact Person: Linda Jordan - President

E-mail address of Contact Person: Ljordandst@aol.com

All City of Atlanta SBE Self-Certification applicants must review the SBA revenue and number of employee size standards identified by the North American Industry Classification System (NAICS) codes and ensure that, inclusive of any affiliates as defined by 13 C.F.R. Sec. 121.103, their organization does not exceed the applicable size standards for their industry pursuant to 13 C.F.R. § 121.201 (and further explained in 13 C.F.R. §§ 121.104 through 121.107). The standards may be accessed by visiting the Office of Contract Compliance (OCC) webpage at: http://www.atlantaga.gov/government/procurement/off_contractcomp.aspx . When you navigate to the OCC webpage, click on the link to (e-CFR)

Certification Statement:

(To Be Completed By An Officer of the Organization)

I, Linda Jordan (insert name of person making this certification statement), am authorized and have personal knowledge sufficient to make this certification on behalf of the above-named business.

Inclusive of any affiliates (as defined by 13 CFR § 121.103), the above-named business meets the size standards for a small business enterprise, as defined in Atlanta City Code § 2-1357 and 13 C.F.R. § 121.201 (as further explained in 13 CFR §§ 121.104 through 107).

I declare under penalty of perjury under the laws of the State of Georgia that the information provided in this form is true, complete, and correct.

Signature: Linda Jordan
Title: President
Date: 01/30/12

Completed SBE Applications may be mailed or presented to:

The City of Atlanta Mayor's Office of Contract Compliance
55 Trinity Avenue
Suite 1700
Atlanta, GA 30303



January 30, 2012

Ms. Kimberly Lyons
City of Atlanta
Department of Procurement
55 Trinity Avenue, SW
Suite 1900
Atlanta, Georgia 30303-0307

Dear Ms. Lyons:

Bonus Building Care is pleased to sub-contract with Sentinel Offender Services, LLC under FC-5440 Privatized Probation Services. Our role and responsibility will be to provide office janitorial services to Sentinel Offender Services.

We are eager to continue our beneficial relationship with Sentinel Offender Services, LLC and the City of Atlanta.

Sincerely,

A handwritten signature in black ink, appearing to read "Tony H.", with a long horizontal flourish extending to the right.

Tony Harrison
Branch President
Bonus Building Care
2150 Northwest Parkway, Suite S
Marietta, Georgia 30067
678-384-6120

CITY OF ATLANTA
OFFICE OF CONTRACT
COMPLIANCE

2012 FEB -2 PM 2: 09

City of Atlanta
Office of Contract Compliance

Small Business Enterprise Self-Certification Application (A)

**(To Be Completed If Applicant Is NOT Currently An 8(a) firm or
HUBZone firm with the United States Small Business Administration)**

Business Name: TAMK Enterprises DBA: Bonus Building Care

Street Address (including City, State, ZIP): 2150 Northwest Pkwy
Ste S Marietta, GA 30067

Mailing Address (including City, State, ZIP): Same

Telephone Number: 678-384-6120 Fax Number: 678-384-6125

City of Atlanta Supplier Identification Number: _____

Dun & Bradstreet Number: 00-701-3013

Federal Tax ID Number: 26-0385840

NAICS codes for your business (Enter up to three) 561720

Name and Title of Contact Person: Tony Harrison

E-mail address of Contact Person: tharrison@bonusatl.com

All City of Atlanta SBE Self-Certification applicants must review the SBA revenue and number of employee size standards identified by the North American Industry Classification System (NAICS) codes and ensure that, inclusive of any affiliates as defined by 13 C.F.R. Sec. 121.103, their organization does not exceed the applicable size standards for their industry pursuant to 13 C.F.R. § 121.201 (and further explained in 13 C.F.R. §§ 121.104 through 121.107). The standards may be accessed by visiting the Office of Contract Compliance (OCC) webpage at: http://www.atlantaga.gov/government/procurement/ofc_contractcomp.aspx. When you navigate to the OCC webpage, click on the link to (e-CFR)


Certification Statement:

(To Be Completed By An Officer of the Organization)

I, Tony Harrison (insert name of person making this certification statement), am authorized and have personal knowledge sufficient to make this certification on behalf of the above-named business.

Inclusive of any affiliates (as defined by 13 CFR § 121.103), the above-named business meets the size standards for a small business enterprise, as defined in Atlanta City Code § 2-1357 and 13 C.F.R. § 121.201 (as further explained in 13 CFR §§ 121.104 through 107).

I declare under penalty of perjury under the laws of the State of Georgia that the information provided in this form is true, complete, and correct.

Signature: 
Title: President/CEO
Date: 1/30/2012

Completed SBE Applications may be mailed or presented to:

The City of Atlanta Mayor's Office of Contract Compliance
55 Trinity Avenue
Suite 1700
Atlanta, GA 30303



January 30, 2012

Ms. Kimberly Lyons
City of Atlanta
Department of Procurement
55 Trinity Avenue, SW
Suite 1900
Atlanta, Georgia 30303-0307

Dear Ms. Lyons:

Omni Drug Testing & Employment Services, LLC. is pleased to sub-contract with Sentinel Offender Services, LLC under FC-5440 Privatized Probation Services. Our role and responsibility will be to provide drug testing products to Sentinel Offender Services.

We are pleased to continue our partnership as the supplier of drug testing products with Sentinel Offender Services, LLC and the City of Atlanta.

Sincerely,

A handwritten signature in black ink that reads 'Robert W. Downs'. The signature is written in a cursive, flowing style.

Robert W. Downs
Operations Executive
Omni Drug Testing & Employment Services, LLC
4830 Arbor Meadows Dr.
Cumming, Georgia 30040
678-313-4364

CITY OF ATLANTA
OFFICE OF CONTRACT
COMPLIANCE

City of Atlanta
Office of Contract Compliance

2017 FEB -2 PM 2:08

Small Business Enterprise Self-Certification Application (A)

(To Be Completed If Applicant Is NOT Currently An 8(a) firm or
HUBZone firm with the United States Small Business Administration)

Business Name: Omni Drug Testing and Employment Services LLC

Street Address (including City, State, ZIP): 4830 Arbor Meadows Dr
Cumming GA 30040

Mailing Address (including City, State, ZIP): 4830 Arbor Meadows Dr
Cumming GA 30040

Telephone Number: 678-455-4546 Fax Number: 678-455-4597

City of Atlanta Supplier Identification Number: 119262902

Dun & Bradstreet Number: _____

Federal Tax ID Number: 27-0318153

NAICS codes for your business (Enter up to three) 621511 _____

Name and Title of Contact Person: Bob Downs

E-mail address of Contact Person: bdowns@omnidrugtest.com

All City of Atlanta SBE Self-Certification applicants must review the SBA revenue and number of employee size standards identified by the North American Industry Classification System (NAICS) codes and ensure that, inclusive of any affiliates as defined by 13 C.F.R. Sec. 121.103, their organization does not exceed the applicable size standards for their industry pursuant to 13 C.F.R. § 121.201 (and further explained in 13 C.F.R. §§ 121.104 through 121.107). The standards may be accessed by visiting the Office of Contract Compliance (OCC) webpage at: http://www.atlantaga.gov/government/procurement/off_contractcomp.aspx. When you navigate to the OCC webpage, click on the link to (e-CFR)

Certification Statement:

(To Be Completed By An Officer of the Organization)

I, Bob Downs (insert name of person making this certification statement), am authorized and have personal knowledge sufficient to make this certification on behalf of the above-named business.

Inclusive of any affiliates (as defined by 13 CFR § 121.103), the above-named business meets the size standards for a small business enterprise, as defined in Atlanta City Code § 2-1357 and 13 C.F.R. § 121.201 (as further explained in 13 CFR §§ 121.104 through 107).

I declare under penalty of perjury under the laws of the State of Georgia that the information provided in this form is true, complete, and correct.

Signature: Bob Downs

Title: Operations Executive

Date: 1-31-2012

Completed SBE Applications may be mailed or presented to:

**The City of Atlanta Mayor's Office of Contract Compliance
55 Trinity Avenue
Suite 1700
Atlanta, GA 30303**

FIRST SOURCE JOBS PROGRAM POLICY STATEMENT

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta whenever possible. Every contract with the City of Atlanta creates a potential pool of new employment opportunities. The prime contractor is expected to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact Deborah Lum of the Atlanta Workforce Development Agency at (404) 658-6312. This City of Atlanta program is not included in or enforceable through 49 CFR Parts 23 and 26.

First Source Job Information

Company Name: Sentinel Offender Services, LLC

FC No.: 5440

Project Name: Privatized Probation Services

The following entry level positions will become available as a result of the above referenced contract with the City of Atlanta.

1. Case Manager I - (Probation Aide)
2. Case Manager II - (Probation Officer)
3. Accounting Clerk
4. Enrollment Officer
- 5.

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program.

Company Representative: 

Phone Number: 678-443-9525 x103



POSITION DESCRIPTION

POSITION TITLE: Case Manager I - (Probation Aide)
REPORTS TO: Office Manager or designee
FSLA DESIGNATION: Hourly, Full-time Non-Exempt Status
DATE WRITTEN OR REVISED: October 14, 2002
APPROVED BY: Steve Queen

QUALIFICATIONS AND STANDARDS:

1. High School Diploma or equivalent, Associate Degree preferred (A.A.) and/or two years related experience and/or training in a probation office, or equivalent combination of education and experience.
2. Excellent communication skills
3. Professional appearance (grooming and dress consistent with desired company image)
4. Above average knowledge of the criminal justice system
5. Good attitude (positive, proactive, team orientated, flexible)
6. Planning and organizational skills (priority setting and time management)
7. Ability to communicate with the customer to resolve issues while forwarding the development of Sentinel programs and technologies.
8. A background in community based corrections or probation is desirable.

SKILLS & CAPABILITIES:

1. Works under immediate supervision; typically reports to a Team Leader.
2. Must possess general computer knowledge and word processing skills.
3. Must be able to communicate professionally with the Court, members of the Department, legal representatives, family members, Sentinel and program participants.
4. Must possess the ability to function independently, have flexibility and the ability to work effectively with clients, co-workers and others.
5. Must possess the ability to maintain confidentiality in regard to client information and records.

FUNCTIONAL BUSINESS ACTIVITIES:

1. Input and maintain both electronic and hard-copy participant case file according to established procedure.
 2. Report to the Court or Department all program discrepancies according to established procedure.
 3. Responsible for maintaining accurate accounting / banking records
 4. Must maintain a strong working relationship between the Court or the Department and our organization.
 5. Provide internal and external customer support
 6. Must be able to review documents pertaining to a participant's legal and social history either during a pre-hearing or pre-sentencing investigation then formulate a rehabilitation plan.
 7. Must be able to compile reports, provide court testimony, and make recommendations concerning the conditional release or confinement of a participant.
- Inform the participant and / or legal guardian of conditions of their sentence of probation; including but not limited to, restitution payments, probation fees, court fines, community service, counseling, educational and employment stipulations.

9. Supervises participant to ensure compliance with the conditions of their sentence of probation; including but not limited to, restitution payments, probation fees, court fines, community service, counseling, educational and employment stipulations when possible.
10. Must be able to refer participants to social resources in the community whenever necessary.
11. Evaluate and follow up with the participant's progress in either probation and / or electronic monitoring program.
12. Secure remedial action by the court as necessary.
13. Perform other job related duties as required

Training Requirements:

1. Completion of forty (40) hours of Basic Probation Officer Training (BPOT) within the first six (6) months of employment.
2. Perform a minimum of twenty (20) hours of in-service training per calendar year.



POSITION DESCRIPTION

POSITION TITLE: Case Manager II – (Probation Officer)
REPORTS TO: Office Manager or designee
FSLA DESIGNATION: Hourly, Full-time Non-Exempt Status
DATE WRITTEN OR REVISED: December 7, 2006
APPROVED BY: Steve Queen

QUALIFICATIONS AND STANDARDS:

1. Minimum of two years of college or four years P.O.S.T. law enforcement experience.
2. Excellent communication skills
3. Professional appearance (grooming and dress consistent with desired company image)
4. Above average knowledge of the criminal justice system
5. Good attitude (positive, proactive, team orientated, flexible)
6. Planning and organizational skills (priority setting and time management)
7. Ability to communicate with the customer to resolve issues while forwarding the development of Sentinel programs and technologies.
8. A background in community based corrections or probation is desirable.

SKILLS & CAPABILITIES:

1. Works under immediate supervision; typically reports to a Team Leader.
2. Must possess general computer knowledge and word processing skills.
3. Must be able to communicate professionally with the Court, members of the Department, legal representatives, family members, Sentinel and program participants.
4. Must possess the ability to function independently, have flexibility and the ability to work effectively with clients, co-workers and others.
5. Must possess the ability to maintain confidentiality in regard to client information and records.

FUNCTIONAL BUSINESS ACTIVITIES:

1. Input and maintain both electronic and hard-copy participant case file according to established procedure.
2. Report to the Court or Department all program discrepancies according to established procedure.
3. Responsible for maintaining accurate accounting / banking records
4. Must maintain a strong working relationship between the Court or the Department and our organization.
5. Provide internal and external customer support
6. Must be able to review documents pertaining to a participant's legal and social history either during a pre-hearing or pre-sentencing investigation then formulate a rehabilitation plan.
7. Must be able to compile reports, provide court testimony, and make recommendations concerning the conditional release or confinement of a participant.
8. Inform the participant and / or legal guardian of conditions of their sentence of probation; including but not limited to, restitution payments, probation fees, court fines, community service, counseling, educational and employment stipulations.

9. Supervises participants to ensure compliance with the conditions of their sentence of probation; including but not limited to, restitution payments, probation fees, court fines, community service, counseling, educational and employment stipulations when possible.
10. Must be able to refer participants to social resources in the community whenever necessary.
11. Evaluate and follow up with the participant's progress in either probation and / or electronic monitoring program.
12. Secure remedial action by the court as necessary.
13. Perform other job related duties as required

Training Requirements:

1. Completion of forty (40) hours of Basic Probation Officer Training (BPOT) within the first six (6) months of employment.
2. Perform a minimum of twenty (20) hours of in-service training per calendar year.



POSITION DESCRIPTION

POSITION TITLE: Accounting Clerk
REPORTS TO: Accounting Supervisor or Office Manager
FSLA DESIGNATION: Hourly, Full-time, Non-Exempt Status
DATE WRITTEN OR REVISED: October 14, 2002
APPROVED BY: Steve Queen

QUALIFICATIONS AND STANDARDS:

1. High School Diploma or equivalent, Associate Degree preferred (A.A.) and/or two years related experience and/or training in a probation office, or equivalent combination of education and experience.
2. Excellent communication skills
3. Two or more years of supervisory experience is desirable.
4. Professional appearance (grooming and dress consistent with desired company image)
5. Above average knowledge of the criminal justice system.
6. Good attitude (positive, proactive, team orientated, flexible)
7. Planning and organizational skills (priority setting and time management)
8. Ability to communicate with the customer to resolve issues while forwarding the development of Sentinel programs and technologies.

SKILLS & CAPABILITIES:

1. Works under immediate supervision; typically reports to an Accounting Supervisor or in some cases an Office Manager.
2. Must be able to communicate professionally with the Court, members of the Department, legal representatives, family members, Sentinel and program participants.
3. Must be able to use simple database applications to input and store data.
4. Must possess the ability to function independently, have flexibility and the ability to work effectively with clients, co-workers and others.
5. Must possess the ability to maintain confidentiality in regard to client information and records.
6. Must be able to use email to transfer files, submit reports, and perform other duties as directed

FUNCTIONAL BUSINESS ACTIVITIES:

1. Operates telephone system with multiple lines, processing both incoming and outgoing calls.
2. Greets and announces visitors, customers, and job applicants in a professional manner.
3. Processes payments, verifies information, maintain files, and prepares reports by the application of approved accounting procedures and adherence to Company policies, direction, and instruction.
4. Assures the orderly and timely accumulation and assembly of data required for administering the collection functions for Sentinel Offender Services, LLC.
5. Prepares daily reports for corporate accounting tabulation of proceeds collected.
6. Assures that lobby and facility is maintained and kept professional and clean.
7. Processes and distributes incoming and outgoing mail and express deliveries.
8. Maintains administrative office machines: Fax, Copier, Printer and Mail machines assuring that they are in working order daily.
9. Responsible for maintaining accurate accounting / banking records.
10. Must maintain a strong working relationship between the Department and our organization.
11. Provide internal and external customer support.
12. Perform other job related duties as required.



POSITION DESCRIPTION

POSITION TITLE: Enrollment Officer

REPORTS TO: Office Manager or Assistant Office Manager

FSLA DESIGNATION: Hourly, Full-time Non-Exempt Status

DATE WRITTEN OR REVISED: July 24, 2003

APPROVED BY: Steve Queen

QUALIFICATIONS AND STANDARDS:

1. High School Diploma or equivalent, Associate Degree preferred (A.A.) and/or two years related experience and/or training in a probation office, or equivalent combination of education and experience.
2. Excellent communication skills
3. Professional appearance (grooming and dress consistent with desired company image)
4. Above average knowledge of the criminal justice system
5. Good attitude (positive, proactive, team orientated, flexible)
6. Planning and organizational skills (priority setting and time management)
7. Ability to communicate with the customer to resolve issues while forwarding the development of Sentinel programs and technologies.
8. A background in community based corrections or probation is desirable.

SKILLS & CAPABILITIES:

1. Works under immediate supervision; typically reports to an Office Manager or in some cases an Assistant Office Manager.
2. In depth knowledge of the criminal justice system
3. Must possess general computer knowledge and word processing skills.
4. Must be able to communicate professionally with the Court, members of the Department, legal representatives, family members, Sentinel and program participants.
5. Must possess the ability to function independently, have flexibility and the ability to work effectively with clients, co-workers and others.
6. Must possess the ability to maintain confidentiality in regard to client information and records.

FUNCTIONAL BUSINESS ACTIVITIES:

1. Represents the office in all daily responsibilities in the courtroom, as required.
2. Attends court as required - punctually, prepared, and mentally alert.
3. Effectively answers questions concerning cases Sentinel currently represents in a proactive manner using worksheets, notes, laptops, or any other means made available in the local office.
4. Is professionally attired and represents Sentinel in a respectful and courteous manner at all times.
5. Is knowledgeable about the probation process, has an excellent understanding about local laws and judicial processes, and can discuss intelligently the abilities of Sentinel to serve the needs of the courts. Appropriately takes payments, performs initial interviews, accomplishes intake, tracks manual receipts, and insures the integrity of the intake process such that the probationer is aware of their responsibilities, revenue is collected, and funds are secured.
7. Pre-assigns probationers to a Probation Officer or Probation Aide (as directed) to help balance caseloads throughout the office.

8. Represents Sentinel at the local jails, detention centers, or other locations as needed.
9. Shows authorized Sentinel identification to prove validity of visit.
10. Works cooperatively with the authorities of each site while providing exemplary support.
11. Answers all questions accurately and courteously so that Sentinel is recognized as a viable and professional criminal justice partner.
12. Provides Office Assistance and Reporting
13. Reports all statistics, lists, or other information on time and in accordance with local expectation levels for format, accuracy, and scheduling.
14. Accepts and forwards all paperwork while insuring the security of such in an appropriate way to prevent lost files or lost information within the office. Destroys documentation only as needed and in accordance with Criminal History Record Information System guidelines while filing all paperwork in a timely and appropriate manner.
15. Maintains a clean office area, works cooperatively with others, assists in maintaining a pleasant working atmosphere, and is regarded as an effective communicator among peers, superiors, and clients.
16. Immediately notifies, using the correct office chain of command, all adverse incidents in the courtroom, jail, or other location which requires immediate follow-up to protect the integrity of the Sentinel image, it's services, and the employees of the company.
17. Performs any other duties as may be directed by local office management.

First Source Jobs Agreement

THIS AGREEMENT REGARDING THE USE OF THE FIRST SOURCE JOBS PROGRAM BY CONTRACTORS WITH THE CITY OF ATLANTA TO FILL ENTRY LEVEL JOBS is made and entered into by Sentinel Offender Services, LLC

This 6th day of February, 2011.

The City of Atlanta requires the immediate beneficiary or primary contractor for every eligible project to enter into a First Source Jobs employment agreement. The contractor agrees to the following terms and conditions:

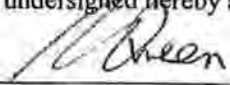
- The first source for finding employees to fill all entry level jobs Created by the eligible project will be the First Source Program.
- The contractor will make every effort to fill 50% of the entry level jobs created by this eligible project with applicants from the First Source Program.
- The contractor shall make good faith effort to reach the goal of this employment agreement.
- Details as to the number and description of each entry level job must me provided with the bid.
- The contractor shall comply with the spirit of the First Source Jobs Policy beyond the duration of this agreement and continue to make good faith attempts to hire employees of similar backgrounds to those participating in the First Source Program.
- The contractor as a condition of transfer, assignment or otherwise shall require the transferee to agree in writing to the terms of the employment Agreement.

Upon a determination that a beneficiary or contractor has failed to comply with the terms of this Agreement, the City may impose the following penalties based on the severity of the non-compliance:

- The City of Atlanta may withhold payment from the contractor.
- The City of Atlanta may withhold 10 percent of all future payments on the contract until the contractor is in compliance
- The City of Atlanta may refuse all future bids on city projects or applications for financials assistance in any form from the City until the contractor demonstrated that the First Source requirements have been met, or cancellation of the eligible project.
- The City of Atlanta may cancel the eligible project.

All terms stated herein can be found in the City of Atlanta Code of Ordinances Sections 5-8002 through 5-8005.

The undersigned hereby agrees to the terms and conditions set forth in this agreement.



Contractor

SUBCONTRACTOR CONTACT FORM

List all subcontractors or suppliers (Both SBE and Non-SBE Certified) that were contacted regarding this project.

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact
American Recovery Solution Services LLC	Herbert Greene 2001 MLK Jr Dr SW Suite 550 Atlanta, GA 30330 404-564-3639	yes	Collection Services	SBE	1101390	Engaged to provide collection services.
Urban Suburban, Inc.	Herbert Greene 196 Peachtree St SW Atlanta, GA 30303 404-589-3599	yes	Property Management	SBE	1101453 Pending	Engaged to provide office space and property management.
The Jordan Group	Linda Jordan 901 Odessa Ave Atlanta, GA 30231 678-592-9741	yes	Public Relations	SBE	119258481	Engaged to provide public relations and auditing services.
Bonus Building Care	Tony Harrison 2150 Northwest Pkwy Suite S Marietta, GA 30067 678-384-6120	No	Janitorial Services	SBE	Pending	Engaged to provide janitorial services for our Atlanta office.
Donni Drug Testing, Inc.	Robert Downs 4830 Arbor Meadows Dr Cumming, GA 30040 678-313-4364	No	Drug Testing Supplies	SBE	119262902	Engaged to provide drug testing products and supplies.

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

Business Ownership Code: SBE - Small Business Enterprise,

Company Name: Sentinel Offender Services, LLC Project Name: Privatized Probation Services FC#: 5440

Signature: [Signature] Date: February 6, 2012

***Note: COA M/FBE certification or DBE Certification does not count for SBE program goals. Firms Must Be Certified as SBE by COA OCC

**EQUAL BUSINESS OPPORTUNITY SUBCONTRACTOR PROJECT PLAN
SUBCONTRACTOR/SUPPLIER UTILIZATION**

Name of Sub-contractor/Supplier <small>List all Majority and Minority Owned, Airport Concessions Disadvantaged Business Enterprises (DBE) subcontractors/suppliers, including lower tiers to be used on this project.</small>	Contact Name, Address and Phone Number	City of Atlanta Business License? (yes or no)	NIAC Code	Type of Work to be Performed	Ethnicity of SBE Ownership	SBE Certification No. and Expiration Date	Dollar (\$) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
American Recovery Solution Services, LLC	Herbert Greene 2001 MLK Jr Dr Ste 550 Atlanta, GA 30310 404-564-3639	Yes	561440 561422 541611	Collections	AA	1101390	\$887,000	27.4%
Urban Suburban, Inc.	Herbert Greene 196 Peachtree St, SW Atlanta, GA 30303 404-589-3599	Yes	236118 541611 2636220	Property Management	AA	1101453	\$162,000	5%
The Jordan Group	Linda Jordan 901 Dolly Ave Atlanta, GA 30331 678-592-9741	Yes	541820	Public Relations/ Consulting	AA	119258481	\$117,000	3.6%
Bonus Building Care	Tony Harrison 2150 Northwest Pkwy Ste S Marietta, GA 30067 678-384-6120	No	561720	Janitorial Services	AA	Pending	\$16,200	.5%
Omni Drug Testing, Inc.	Robert Downs 4830 Arbor Meadows Dr Cumming, GA 30040 678-313-4364	No	621511	Drug Testing Products and Supplies	W	119262902	\$36,000	1%

Total SBE% 37.5

(***Note... EBO or DBE certification does not qualify for SBE projects)

Proponent's Co. Name: Sentinel Offender Services, LLC

Project Name: Privatized Probation Services

FC#: 5440

Proponent's Contact Number: 678-443-9525

Signature: 

Date: February 7, 2012

(Please Print)
Steve Queen

Exhibit C

From: Mark Contestabile <mcontestabile@sentineladvantage.com>
Sent: Friday, June 24, 2016 1:30 PM
To: Shepard, Ryan
Cc: 'Tim Lewis'; 'Steven Queen'
Subject: Sentinel Proposal -New Probation Model
Attachments: Atlanta_Sentinel - New Model for Probation Services (062416).pdf

Ryan,

I hope this email finds you doing well.

As we agreed in our meeting last week Sentinel has provided the attached proposal for review and consideration by the Atlanta Municipal Court. I have sent this only to you in hopes you will forward it to Judge Portis and any of the other judges you determine should be copied.

Upon review by yourself and the Judge(s) we would welcome an opportunity to meet again to discuss the details prior to the 4th of July holiday.

If you have any questions or concerns please don't hesitate to contact me.

Thank you

MARK CONTESTABILE | CHIEF BUSINESS DEVELOPMENT OFFICER
SENTINEL OFFENDER SERVICES, LLC
171 VILLAGE PARKWAY, BLD 8 MARIETTA, GA 30067
P | 800-589-6003 C | 770-778-9214 F | 678-443-9530
E | MCONTESTABILE@SENTINELADVANTAGE.COM
W | WWW.SENTINELADVANTAGE.COM

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PROPOSAL FOR Misdemeanant Probation Services

CITY OF ATLANTA MUNICIPAL COURT

PRESENTED BY

SENTINEL OFFENDER SERVICES, LLC
320 WEST PIKE STREET | LAWRENCEVILLE, GA 30046
P | 770 254 3669 # F | 770 339 5141
WWW.SENTINELADVANTAGE.COM

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320 WEST PIKE STREET | LAWRENCEVILLE, GEORGIA 30046
P | 770 265 3669 F | 770 339 5141 WWW.SENTINELADVANTAGE.COM

1 TRANSMITTAL LETTER

June 24, 2016

Re: Sentinel Offender Services Proposal for Misdemeanant Probation Services

Dear Judge Portis:

Thank you for taking time last week to meet with the Sentinel management team to discuss the misdemeanor probation services program. We are pleased to learn that you will be taking responsibility for program oversight and believe the timing could not be better to implement changes in the probation services model.

As we discussed in our meeting, the passage of House Bill 310 and Senate Bill 367 have established guidelines that have made the supervision of pay-only probationers extremely difficult. The laws increased the administrative duties required of probation officers more than three-fold, while also capping the supervision fees on pay-only probationers. While Sentinel agrees that some reforms were needed, we are not completely satisfied with the current circumstance and believe further changes need to be introduced.

With innovation in mind, we submit that it is now time for change. With the Court's assistance, we wish to develop a working model that deals with these changes, effectively and resolutely, while simultaneously ensuring that the Court continues to receive the highest quality, most financially responsible, case management services possible. We believe it is imperative that we work together to develop a new, mutually beneficial supervision model that improves the service level to the probationer while maintaining compliance with state regulations. Further, we believe a new model should be introduced that addresses many of the items identified by industry critics and establishes a framework for a performance-based system.

In the attached proposal, Sentinel will outline a case management model that allows the City of Atlanta to collect 100% of the probation supervision fees while still maintaining the collection of all fines, surcharges, court costs, etc. This model will not only ensure compliance with all state and local laws but will also cost the City of Atlanta nearly \$1.4 million dollars less annually than operating their own city-run probation program. More importantly, the model will ensure every probationer that is sentenced out of the Atlanta Municipal Court will receive case management services that are consistent, in compliance with the contract, and void of any perceived financial motive.

SENTINEL®

320 WEST PIKE STREET | LAWRENCEVILLE, GEORGIA 30046
P | 770 265 3669 F | 770 339 5141 WWW.SENTINELADVANTAGE.COM

The logo for Sentinel, featuring the word "SENTINEL" in a bold, white, sans-serif font with a registered trademark symbol, set against a dark red background. Below the text, there are several white, curved, overlapping lines that suggest a stylized 'S' or a protective shield.

Sentinel is prepared to implement the enclosed proposal within 30 days of submission without interruption to your current probation services operation and to operate this model on a one-year pilot program basis. It is our belief that, by agreeing to a pilot program, the City and Sentinel can (1) more freely modify service requirements, (2) establish performance expectations, (3) reduce recidivism, and (4) document program guidelines in preparation for a longer term contract.

We are committed to developing a supervision model that can withstand the changing service requirements outlined by state law while, more importantly, exceeding the service expectations of your Court. In order to accomplish those goals the current system must be modified to meet today's expectations, and we believe Sentinel can accomplish these changes in a manner that is financially responsible to the citizens of the City of Atlanta while still maintaining accountability from those sentenced by the Court.

Please understand that this document is intended to outline a high-level approach to a new service model. It is not designed to overcome every challenge. Rather—should you find merit in our proposal—it can serve as a working framework for follow-up meetings with the Court. It is in those meetings that we hope Sentinel and the Court can construct the specific details of the model.

We appreciate the Court's willingness to proactively consider new concepts that will maintain quality service for the Court, the community, and those placed under supervision by the Court. We realize this model will take time to develop, and we would welcome an opportunity to meet with you again to answer any questions and present specific details related to the daily operation of this model.

With Kind Regards,

A handwritten signature in black ink, appearing to read "Mark Contestabile". The signature is fluid and cursive, with a large, stylized initial "M" and "C".

Mark Contestabile
Chief Business Development Officer

Misdemeanant Probation Services Program
City of Atlanta Municipal Court



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Misdemeanant Probation Services Program
City of Atlanta Municipal Court



3 BACKGROUND

Changes to the misdemeanor probation supervision model are necessary because of the numerous misperceptions that now surround the Georgia private probation services industry. As you are aware, the current offender-funded model first came under scrutiny in 2014, when special interest groups and the media began demanding changes that would reduce the alleged unfair treatment of individuals facing financial hardships or that were deemed indigent by the court. In April 2014, the Georgia Department of Audits published findings related to misdemeanor probation supervision in which they recommended local governments explore means to provide probation supervision services for financially challenged populations.

The misdemeanor supervision arena continues to be plagued by a lack of clear guidelines following the implementation of House Bill 310 and the unanticipated effects on both the courts and service providers since July 1, 2015. The current probation services model is solely funded by supervision fees paid by active probationers. This "offender-funded" concept has been the funding method associated with misdemeanor probation since inception in 1993. However, as it now stands, the concept of the probationer as the sole source of revenue for a probation service entity has become politically and fiscally untenable not only for the providers but for the cities and counties that rely on fines generated by criminal sanctions.

To that end, we propose a new model that will allow Sentinel to focus its efforts exclusively on the supervision of misdemeanor probationers. All selection and enforcement activities would then rest with the Court or an appointed designee. To accomplish this, we propose a public/private partnership probation services model wherein Sentinel would contract directly with the Atlanta Municipal Court to provide misdemeanor supervision services that conform to all HB 310 and SB 367 operational requirements.



4 PROPOSAL: PRIVATE / PUBLIC PARTNERSHIP

The private/public probation services model is the natural evolution of misdemeanor probation supervision. Under this model, Sentinel would contract with the Atlanta Municipal Court to provide misdemeanor supervision. This contract would require Sentinel to provide the same services currently being rendered with all staff and expenses being Sentinel's responsibility. There will be no reduction in service and, moreover, this model would provide complete financial transparency to the City. This contract will outline operational expectations such as case load requirements, reporting frequencies, drug testing parameters, expectations for community service, and other case management services the Court desires. Additionally, this contract will outline the cost per client to be paid by the City for case management services.

Operationally, the model will be modified to allow Sentinel to report to a court or city employee who serves as a "Compliance Officer" on behalf of the Court. In addition to auditing program operations, this employee would serve as the enforcement arm of the Court and be required to review each violation report that may result in a probation revocation hearing or issuance of a warrant. With the insertion of a compliance officer, the private sector will in fact be removed from the enforcement aspect of supervision and thereby address one of the major concerns of the critics that claim the private sector is using the "threat" of incarceration for the sole purpose of profits.

Financially, this model will require Sentinel to remit to the Court 100% of all supervision fees, electronic monitoring fees, drug-testing fees, case fines, and surcharges on a daily basis. Sentinel *will not* keep any fees, fines, or surcharges. The Court will benefit from a completely operational probation department without incurring the associated costs (e.g., staff, benefits, unemployment etc.). The City can utilize the money remitted by Sentinel to pay the contractually agreed-upon case management service rate. Therefore, the Court may utilize any amounts collected in excess of the monthly invoice for new programs designed to reduce recidivism or other court programs.

Moreover, the Court may desire to charge the participant a higher monthly fee than is currently being charged by Sentinel. Today, the Atlanta Municipal Court and Sentinel charge one of the lowest supervision fees in the State, and the Court may determine it wishes to increase the supervision fees to be more in-line with industry norms and the accommodation of more indigent participants. Since Sentinel will be invoicing the City at a rate less than what the Court charges the probationer, the City may find the program operating with a surplus at years-end.

Misdemeanant Probation Services Program
City of Atlanta Municipal Court



5 FINANCIAL IMPACT / PRELIMINARY FORECAST

Sentinel understands the Court has several options as it relates to the provision of probation supervision. The Court may:

+ Re-Bid the Contract

This approach would simply be to re-bid the contract and seek potential new vendors. Keeping in mind only two (2) vendors bid this contract during the last procurement, and the other vendor is no longer in the business, this approach would most likely result in a higher fee for the probationer. Currently, in other programs, including the neighboring community of Clayton County, the supervision fee is more than 52% higher than the fee currently being charged to the probationers sentenced out of the Atlanta Municipal Court. Further, this increase in fees is in direct conflict with the spirit of HB 310 and does not provide any ability to create a performance-based model.

+ Establish An In-House City Probation Department

The Court could decide it desires to create an in-house probation department. To do so the Court would need to consider the following:

- Projected start-up costs for a program of this size would exceed \$225,000 as it relates to equipment, facilities, furniture, computers, training, and certification and compliance with state laws;
- Annual costs estimated to exceed \$3.3 million in operational costs, salaries, benefits, etc. (this amount drops to \$2.3 after supervision fees are applied as revenue, assuming the same collection rate achieved by Sentinel);
- Hiring and training of 42 employees and the ongoing compliance with the Department of Community Supervision as it relates to training, auditing, background checks, and general compliance with state guidelines;
- A reduction of fine collections as, historically, the private sector collects fines at a rate 25%-30% higher than in-house programs;
- Continual cost increases as personnel costs continue to rise on an annual basis; and
- Provision of a case management software (whether through RFP or RFQ) designed for probation supervision and capable of interfacing with court software systems (The court would need to consider not only the time and costs associated with the RFP but more importantly the interruption in service to the current probation services and the loss of the associated fines and fees remitted to the Court).

+ New Model Pilot Program

The Court could decide to implement an innovative approach to misdemeanor case management. In this model the following would be obtained:

- There would be no interruption to current probation supervision services;
- There would be no upfront cost to establish a program;

Misdemeanant Probation Services Program
City of Atlanta Municipal Court



- There would be no need to hire 42 employees on behalf of the Court;
- There would be no need to purchase case management software because the software is included in the service offering;
- The cost of the program is invoiced monthly in arrears thus allowing the City to utilize the supervision fees collected in the previous month to offset the monthly invoice;
- Annual Cost of program forecast based on current probation population in the amount of \$865,000 (A savings of more than \$1.4 million annually when compared to an in-house program benefiting from supervision fee collections.);
- Adherence to state and local laws in a manner that in more in line with critics of the system; and
- Introduction of a new model that may be duplicated across the state and placing the Atlanta Municipal Court at the forefront of change.

Financial Considerations

In-House Program

For the in-house program model, we utilized the following assumptions:

- + County would follow the similar operational requirements of Clayton County as it relates to staffing (300 clients per Probation Officer);
- + Salaries would be similar to Clayton County staffing and, therefore, we utilized the average salary amounts according to County Pay Grade scale;
- + Employee Benefit information was provided by the Court for the City of Atlanta employees and incorporated within; and
- + Operational Costs were forecasted based on Sentinel's current operational costs adjusted when necessary for anticipated increases.

Cost of in-house Program is estimated at \$3,367,675

Assuming the City could collect at the same rate Sentinel collected for the last twelve (12) months, then the City would recover supervision fee revenue in the amount of \$1,084,200, thus leaving the first year effective cost at \$2,283,475.

Effective Annual Cost of In-House Program is \$2,283,475 a year excluding annual cost increases related to rent, salaries, etc.

Details of the calculations will be provided upon request during our next meeting.

Misdemeanor Probation Services Program
City of Atlanta Municipal Court



Financial Considerations

Public Private Partnership

For the new Private Public Partnership, the current Sentinel operation would be expanded to include additional court services staff located at the court house to improve community satisfaction and reduce wait times. Further, additional staff would be added to the case management operation to implement new strategies designed to expedite successful completion of court obligations and satisfaction of financial obligations to the Court.

Cost to the Atlanta Municipal Court

The Atlanta Municipal Court would be invoiced in arrears based on the current active number of probationers. The Court will be invoiced a fee in the amount of \$25 per month for each Active probationer.

The Court will not be invoiced for court services, cases in warrant, unsupervised or closed statuses, nor will they be invoiced for any other case management related services.

The cost of the Private Public Partnership is estimated at \$1,950,000.

Assuming Sentinel collects only at the current collection rates (highly unlikely as the revenue should increase with the new model), then the City would recover supervision fee revenue in the amount of \$1,084,200, thus leaving the first year effective cost at \$865,800.

Effective Annual Cost of the Private Public Partnership is \$865,800 a year with no annual increases.

Details of the calculations will be provided upon request during our next meeting.



6 BENEFITS OF THE PRIVATE PUBLIC PARTNERSHIP

We believe that this new model would be beneficial for the Court for the following reasons:

- 1.** Scalability allows Sentinel to offer a significantly lower cost per-client rate than a city-operated and fully-funded in-house program. Those savings are passed on to the Court.
- 2.** The Sentinel contracted rate for service with the City would be less than the cost of supervision currently being assessed to the probation population in the City of Atlanta Municipal Court.
- 3.** If it so chooses, the Court may charge its probation population a monthly fee that is higher than the contracted rate for case management services provided by Sentinel, thereby allowing the Court to generate a potential revenue surplus from the program.
- 4.** Moreover, if the Court chooses, it may implement a sliding scale supervision fee model that is based on the offender's ability to pay rather than a contracted supervision fee.
- 5.** The City will reap the benefit of a completely operational probation department without incurring the associated costs (e.g., office space, computer hardware and software, training, employee salaries and benefits, state audit compliance, etc.)
- 6.** The model helps ensure that every client receives the same level of service regardless of their financial means.
- 7.** Working directly with local Sentinel Office Manager gives the Court full operational control of the program without having to manage the day-to-day practices of more court/city employees.
- 8.** This model addresses the issues continually publicized by critics of misdemeanor probation by providing a program that:
 - a.** Is completely financially transparent;
 - b.** Provides service to all participants regardless of financial means and eliminates any perceived conflicts related to indigence;
 - c.** Removes any perceived motive of profit from the program; and
 - d.** Provides a role for a Compliance Officer who is responsible for program oversight on behalf of the Court.

Misdemeanant Probation Services Program
City of Atlanta Municipal Court



7 SUMMARY

Collectively the Atlanta Municipal Court and Sentinel have an opportunity to introduce a new program to the misdemeanor probation industry. Working together with the Court, we are able to introduce new approaches to supervision that include on-line services, auto reminders, and assistance to the probationer when needed under a program format that is not solely funded by the participant themselves and thereby a more flexible program.

We realize this model cannot be implemented without the approval of the Court and City Council. Therefore, if the Court believes the model has merit, Sentinel will meet with members of the Court to outline the specifics related to program operation, duration, cost, and expected outcomes.

It is our belief this model gives the Court and City the opportunity to develop a private/public relationship that reaps the benefits of the private sector and is fiscally advantageous for the Court/City. This new approach provides the opportunity for the Court and City to focus all efforts and all surplus funds directly on the offender population, jail management programs, and community redevelopment projects.

We are prepared to meet with and discuss every aspect of the program with the Court and appropriate City stake holders. We are prepared to demonstrate the effectiveness of this program by signing a one-year contract that, upon completion, is evaluated for effectiveness by members of the Court and City Council to determine future plans.

We are committed to developing a supervision model that can withstand the changing service requirements outlined by state law while exceeding the expectations of the Court. In order to accomplish those goals, the current system must be modified to meet today's expectations, and we believe Sentinel can accomplish these changes in a manner that is financially responsible to the citizens of the City of Atlanta while still maintaining accountability from those sentenced by the Court.

Exhibit D

_____)
State of Georgia)
_____)
Fulton County)
_____)

AUTHORIZATION FOR RELEASE OF INFORMATION

I, Stacey Adams, DOB: [REDACTED] SSN: [REDACTED]
hereby authorize and direct Sentinel Offender Services to furnish and release to attorneys Sarah Geraghty, Ryan Primerano, Akiva Freidlin, paralegal Maya Chaudhuri, and/or their agents or representatives working for the Southern Center for Human Rights, any and all information and records regarding myself and probation I am serving or have served in the past, including information normally considered privileged and confidential.

This authorization shall be valid as to all records and information existing prior to its execution and as to all records and information generated subsequent to its execution. I reserve my right to revoke authorization at any time. A copy of this authorization shall have the same effect as the original.

Stacey Adams
Signature

4-18-2017
Date

Stacey Adams
Printed Name

CITY OF ATLANTA

IN THE MUNICIPAL COURT OF ATLANTA
STATE OF GEORGIA

CASE# 15TR09539

vs.

Adams, Stacy

DISPOSITION AND SENTENCE

Plea	Nolo	Verdict	Count	Offense	Sentence
Guilty	Cont	Guilty			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>4530951</u>	<u>Improper U Turn</u>	<u>\$215.25</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>40-6-121</u>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			

Disposition of other counts _____

WHEREAS, the above disposition has been made against the above named defendant, the Defendant is hereby sentenced to Confinement for a period of 12 months to serve 0 days and the balance to be served on probation, and the Defendant is Ordered to pay a total fine in the amount of \$ 150.00 dollars (plus all applicable surcharges and costs in the amount of \$ 65.25 dollars), grand total of \$ 215.25.

It is further ordered that the portion of the above sentence to be served on probation shall be subject to the following conditions: The Defendant is ordered to:

1. Pay a monthly probation service fee and Georgia Crime Victim Emergency Fee of \$9 for a total of \$36 \$41 \$46 per month to Sentinel Offender Services, LLC, the Court's probation service contractor, authorized by O.C.G.A Section 42-8-100;
 2. Pay all fines and surcharges within 3 months at a rate of \$ 108 per month;
 3. Not violate the laws of any Federal, State, or Local governmental unit;
 4. Report to the probation supervisor as directed and behave in a truthful and respectful manner towards the probation staff;
 5. Work faithfully at suitable employment insofar as may be possible;
 6. Not change his/her present place of abode, or leave the State without permission of the probation supervisor;
 7. Support his/her legal dependants to the best of his/her ability;
 8. Avoid injurious and vicious habits-especially alcoholic intoxication, narcotics, and other dangerous drugs unless prescribed lawfully;
 9. Avoid persons and place of harmful or disreputable character; and
- The following conditions applicable only if checked:
10. Abstain from the use of alcohol and drugs, and submit to random alcohol/drug testing at \$15.00 per screen;
 11. Submit, within _____ months, to an alcohol and drug use evaluation as directed and follow all further directives for treatment or counseling;
 12. Complete a Risk Reduction course conducted by an agency licensed by the State of Georgia within _____ months;
 13. Successfully complete _____ hours of community service as directed, within _____ months;
 14. Probation to be terminated/non-reporting upon payment of the fine and completion of all other obligations and conditions;
 15. Pay restitution in the amount of \$ _____ to _____, within _____ months (see attached Order);
 16. Serve _____ days in the Atlanta City Jail; and/or serve _____ days on house arrest (suspended for time served);
 17. Complete P.P.S.I's; ___ Anger Control; ___ Youthful offender; ___ Resume-Job Workshop(s); ___ Cognitive Restructuring Course / within _____ months;
 18. Attend ___ A.A. / ___ N.A. meetings per week and verify attendance with the probation department as directed;
 19. Serve the initial _____ months of said probated sentence on intensive probation;
 20. Obtain GED certificate by the following date: _____;
 21. Do not contact or visit residence of _____;
 22. Banishment from Buckhead / _____ for _____ days per attached Order;
 23. Attend ___ Defensive Driving/ _____ M.A.D.D. Victim Impact meeting(s) within _____ months;
 24. Certificate of First Conviction issued / License to State _____
 25. Ignition interlock per § 42-8-111; license plate seizure per § 40-2-136, \$25 ad per § 40-6-39 (j)
 - 26.

UPON THE VIOLATION of any of these conditions, probation may be revoked and the sentence of confinement executed. The Defendant is subject to arrest upon the violation of any condition of probation. IT IS SO ORDERED, this 27 day of July, 20 15

Honorable Elaine L. Carlisle
Judge, Municipal Court of Atlanta

This is to certify that a true and correct copy of this sentence has been delivered in person to the Defendant who has been duly instructed regarding the conditions of probation. This 27 day of July, 20 15

Probation Officer
Assistant Solicitor

Defendant
Counsel

Stacy Adams



PRINT LEGIBLY

COURT:		SENTENCE DATE:	
CASE NUMBER(S)		JUDGE:	
PROBATION OFFICER:		APPT DATE/TIME:	
Full Name: (Nombre Completo)			
Stacey <i>First (Primer Nombre)</i>		Laclass <i>Middle (2do Nombre)</i>	Adams <i>Last (Apellido)</i>
Home Phone # <i>(Telefono de Casa)</i>		Cell Phone # <i>(Telefono Celular)</i>	
Email Address:		SSN: (# Seguro Social)	
ID Type: <i>(Tipo de Identificacion que usted tiene)</i>			
<input checked="" type="checkbox"/> Driver's License <i>(Licencia de Conducir)</i>		<input type="checkbox"/> None <i>(Ninguna)</i>	<input type="checkbox"/> Other <i>(Otra)</i>
<input type="checkbox"/> Passport <i>(Pasaporte)</i>		<input type="checkbox"/> State ID <i>(Identificacion del Estado)</i>	
Drivers License/ID#: <i>(# Licencia de Conducir/Pasaporte/Identificacion /Otra)</i>		State: <i>(Estado)</i>	DOB: <i>(Fecha de Nacimiento)</i>
[Redacted]		GA	[Redacted]
Race: (Raza)			
<input type="checkbox"/> Caucasian		<input checked="" type="checkbox"/> African American	<input type="checkbox"/> Hispanic
<input type="checkbox"/> Asian		<input type="checkbox"/> American Indian	<input type="checkbox"/> All others
Sex <i>(Sexo)</i>			
Male (Masculino) <input type="checkbox"/>		Female (Femenino) <input checked="" type="checkbox"/>	
Home Address: <i>(Direccion)</i>		Atlanta <i>City (Ciudadal)</i>	GA 30314 <i>State (Estado) Zip Code (Codigo Postal)</i>
[Redacted] Street		[Redacted] Hwy Sp	[Redacted]
Marital Status: <i>(Estado Marital/Casado Soltero)</i>		Tattoos/Markings: <i>(Tatuajes/Sicatrices)</i>	
Single		Butterfly Yes	
Are you currently on Probation/Parole? <i>Estas Actualmente en condicion provisional con Sentinel?</i>			
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If yes, what office: <i>Si es Si En que Oficina</i>	
Do you have any pending charges or holds? <i>(Tiene otros casos pendiente?)</i>			
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<i>(Si es is endonde?)</i>	
Employment Type:			
<input checked="" type="checkbox"/> Employed <i>(Empleado)</i>		<input type="checkbox"/> Self-Employed <i>(Empleo Propio)</i>	<input type="checkbox"/> Unemployed <i>(Desempleado)</i>
<input type="checkbox"/> Unemployed-Disabled <i>(Desempleado-Desabilitado)</i>			
Employer: <i>(Employador)</i>		Work Telephone #: <i>(Telefono del Trabajo)</i>	
Winter Construction <i>(Nombre y Direccion de su Trabajo)</i>		[Redacted]	
Personal Contacts: (Contactos Personales) (must be different telephone numbers from what is listed above)			
Full Name: (Nombre Completo)		Relationship: (Relacion con usted)	Telephone #: (# Telefono)
1. [Redacted]		mother	[Redacted]
2. [Redacted]		Friend	[Redacted]
3. [Redacted]		Friend	[Redacted]

I affirm that the information I have provided above is true and correct. I understand that it is a condition of my probation to report accurate personal information and my failure to do so can result in a warrant for my arrest being issued and my returning to Court for revocation purposes. I acknowledge by signing below that I understand the date and time of my first probation appointment, the amount of money I owe on my court ordered sentence, and the acceptable methods of payment.

Stacey Adams 7-27-2015
 Defendant's Signature Date

[Signature] 27 Jul 15
 Sentinel Staff Date

This form must be completed with the exact information

Client Name: Adams, Stacy

Client ID: 65281965



15 TR095397

Program Rules and Instructions

Based on the nature of your case, you need not report to our office as long as you meet your financial obligations. The Financial Services department assists in monitoring your case and provides your local office with notifications of any delinquencies that occur. The program provides several convenient payment options. Please be aware that you may be contacted by our Financial Services Department and/or be required to report to a Sentinel office if you miss a scheduled payment or if you pay less than the scheduled amount.

We Are Here To Help

Sentinel's goal is for you to complete your Probation term without the need for further sanctions. To successfully remain in this program and complete your sentence, simply comply with the following rules and instructions.

General Instructions

- If you have any questions or problems, contact Financial Services at 800-938-0463.
- Do not violate any laws.
- Notify Financial Services immediately if you are arrested or charged with a new offense.
- Promptly report any changes in your employment to Financial Services.
- Use the enclosed form to report any changes in your address or telephone numbers.
- Pay all fines, restitution, and fees as instructed by your Enrollment Officer.
- Use one of the approved methods of payment as detailed on the payment form.
- Properly safe guard all court and program documents provided by your Enrollment Officer.
- Comply with all rules and instructions provided by your Enrollment Officer.
- If directed, you must report in person to your local office. Failure to report may result in further legal action, up to and including the issuance of a probation warrant for your arrest.

Please review the payment packet and let your local office know if you have any questions.

Payment Acknowledgement

I hereby acknowledge the following terms for payment of court ordered fines, surcharges, court costs, Georgia Crime Victims Emergency Fund (\$9.00), restitution, and fees and acknowledge all assessments are subject to verification for accuracy against the Court's original sentence. I have been ordered by the Court to pay fines, restitution and fees in the amount of \$ 215.25 and a \$27 monthly probation supervision fee to Sentinel Offender Services. I agree to pay \$ 108 per month. The \$36 fee will be charged every month on the 13 of the month until the fine is paid in full.

\$20 Probation Enrollment Fee. Must PAY \$ 235.25 IN FULL BY 8/27 TO AVOID ADDITIONAL FEES. First payment due on 13 Aug 15

The above has been read/explained to me and I fully understand that I am to follow the above terms and conditions as instructed. I have been provided a copy of these instructions, the Court's sentence and general conditions of probation and I acknowledge an understanding of them. I understand that I am on probation and under the Court's sentence and all General Conditions of probation fully apply. I further understand that noncompliance with these orders and instructions could result in the revocation of my probation sentence and incarceration. I hold Sentinel and its owners, officers, employees, agents, contractors, representatives, heirs and assigns harmless and waive against Sentinel any and all actions, claims, damages, attorney fees, costs, detention related claims, arrest related claims and any and all demands, injuries and damages of any kind and any nature whatsoever, that he/she, his/her assignees, heirs, distributes, guardians, next of kin, children, spouse, and legal representatives now have, or may have in the future, related to or arising out of the failure of the probationer to comply with program requirements.

Any and All disputes arising out of or related to this Agreement or related to the provision of any and all services by Sentinel shall be subject to and settled by binding arbitration pursuant to the Federal Arbitration Act as contained in 9 U.S.C. Section 1 et. seq. Venue for any dispute shall be in

Atlanta, Georgia
Stacy Adams

27 Jul 15

JG

27 Jul 15

Participant

Date

Sentinel

Date

SENTINEL

Adams, Stacey

Carlisle

Probation Reporting Instructions

You **MUST** report to the Atlanta Office Located at:

2001 Martin Luther King Jr. Dr Ste. 227
Atlanta, Georgia 30310
Phone 404-752-9115

Your appointment is scheduled for: 13 August 2015 At: 2:00 pm

Your Officer is PO: Willis

You must bring \$ 108 on that date.

OR

You can pay the Total \$ 2,352.25 online at: www.Sentrak.com

Enter your Client ID 65281965 - DBR
Credit and Debit Accepted (1.8% processing fee applies)

*****If fine and fees paid in full you don't have to report on the above date*****

*****Failure to report on the date above can result in an order being filed with the court that can suspend your license or result in the issuance of a warrant for your arrest.*****

Any and All disputes arising out of or related to this Agreement or related to the provision of any and all services by Sentinel shall be subject to and settled by binding arbitration pursuant to the Federal Arbitration Act as contained in 9 U.S.C. Section 1 et. seq. Venue for any dispute shall be in Atlanta, Georgia.

Stacey Adams 27 J-115
Participant Date

JC D
Sentinel Staff

Client ID# 6528965-DBR



SENTINEL
OFFENDER SERVICES

Program Rules and Instructions

Based on the nature of your case, you need not report to our office as long as you meet your financial obligations. The Financial Services department assists in monitoring your case and provides your local office with notifications of any delinquencies that occur. The program provides several convenient payment options. Please be aware that you may be contacted by our Financial Services Department and/or be required to report to a Sentinel office if you miss a scheduled payment or if you pay less than the scheduled amount.

We Are Here To Help

Sentinel's goal is for you to complete your Probation term without the need for further sanctions. To successfully remain in this program and complete your sentence, simply comply with the following rules and instructions.

General Instructions

If you have any questions or problems, contact the Financial Services Dept at 1-800-938-0463.

- Do not violate any laws.
- Notify Financial Services immediately if you are arrested or charged with a new offense.
- Pay all fines, restitution, and fees as instructed by your Enrollment Officer.
- Use one of the approved methods of payment. These are: Credit Card via telephone to 1-800-938-0463, Cash payments to the Sentinel Kiosk at the Courthouse, Credit Card via the Sentinel On Line Payment Portal, www.sentrak.com. You will need to retain your Client ID to make an On Line payment. The Client ID must be entered followed by -DBR. You may also make a cash payment to the Sentinel Kiosk in the lobby of the local probation office.
- Comply with all rules and instructions provided by your Enrollment Officer.
 - o You must maintain complete and strict financial compliance in order to remain in the Financial Services Program.
 - o If you fall behind on your payments you will be sent a letter directing you to report in person to see a probation officer at the originating enrollment office.
- If directed, you must report in person to your local office. Failure to report may result in further legal action, up to and including the issuance of a probation warrant for your arrest.

Payment Acknowledgement

I, Stacey Adams hereby acknowledge the following terms for payment of court ordered fines, surcharges, court costs, Georgia Crime Victims Emergency Fund (\$9.00), restitution, and fees and acknowledge all assessments are subject to verification for accuracy against the Court's original sentence. I have been ordered by the Court to pay fines, costs, and restitution in the amount of \$ 235.00 and a monthly GCVEF Fee in the amount of \$ 9.00 and a probation supervision fee to Sentinel Offender Services in the amount of \$ 27.00. I agree to pay \$ 108 per month, due on the 15th of every month.

The above has been read/explained to me and I fully understand that I am to follow the above terms and conditions as instructed. I have been provided a copy of these instructions, the Court's sentence and general conditions of probation and I acknowledge an understanding of them. I understand that I am on probation and under the Court's sentence and all General Conditions of probation fully apply. I further understand that noncompliance with these orders and instructions could result in the revocation of my probation sentence and incarceration. I hold Sentinel and its owners, officers, employees, agents, contractors, representatives, heirs and assigns harmless and waive against Sentinel any and all actions, claims, damages, attorney fees, costs, detention related claims, arrest related claims and any and all demands, injuries and damages of any kind and any nature whatsoever, that he/she, his/her assignees, heirs, distributees, guardians, next of kin, children, spouse, and legal representatives now have, or may have in the future, related to or arising out of the failure of the probationer to comply with program requirements.

Any and All disputes arising out of or related to this Agreement or related to the provision of any and all services by Sentinel shall be subject to and settled by binding arbitration pursuant to the Federal Arbitration Act as contained in 9 U.S.C. Section 1 et. seq. Venue for any dispute shall be in Atlanta, Georgia.

Stacey Adams
Participant Date 8-19-2015

Chad Boone
Sentinel Date 8-19-15

Sentinel Payment Receipt

Received From: Adams, Stacey L	Client ID: 65281965
SenTrack Transaction Number: 77700875	Payment Date: 8 /19/2015 1:44 pm EDT
Payment Type: Probation	Payment Method: Credit Card
Amount Paid: \$ 101.80	Transaction Fee: \$ 0.00
Made Through: cc-webapp	Service Fee: \$ 0.00
	Reference Number: 641675

<u>Next Appointment Date</u>	<u>Probation Current Due</u>	<u>Client Initials</u>	<u>Received By</u> cc-webapp
------------------------------	------------------------------	------------------------	---------------------------------

IMPORTANT:
If you would like more information or have any questions regarding your receipt, please ask to speak with a manager.
Thank you.

IMPORTANTE:
Si desea mas informacion o tiene alguna pregunta sobre este recibo, por favor consulte con alguien en esta oficina.
Gracias.

Case Information To Date

Case #	<u>Obligation</u>	<u>Prev. Balance</u>	<u>Amount Paid</u>	<u>Amount Credit</u>	<u>Balance</u>
15TR095397	Fine/SC/CC	\$ 215.25	\$ 80.00	\$ 0.00	\$135.25
	Overpayment	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
	Convenience Fee	\$ 1.80	\$ 1.80	\$ 0.00	\$0.00
	Enrollment Fee	\$ 20.00	\$ 20.00	\$ 0.00	\$0.00
	Totals:	\$ 237.05	\$ 101.80	\$ 0.00	\$135.25

Sentinel Payment Receipt

Received From: Adams, Stacey L

Client ID: 65281965

SenTrack Transaction Number: 127504582

Payment Date: 9 /30/2015 4:22 pm EDT

Payment Type: Probation

Payment Method: Credit Card

Credit Card Type:

Amount Paid: \$ 109.94

Transaction Fee: \$ 0.00

Reference Number: 068067

Made Through: cc-webapp

Service Fee: \$ 0.00

Next Appointment Date	Probation Current Due	Client Initials	Received By cc-webapp

IMPORTANT:

If you would like more information or have any questions regarding your receipt, please ask to speak with a manager. Thank you.

IMPORTANTE:

Si desea mas informacion o tiene alguna pregunta sobre este recibo, por favor consulte con alguien en esta oficina. Gracias.

Case Information To Date

<u>Case #</u>	<u>Obligation</u>	<u>Prev. Balance</u>	<u>Amount Paid</u>	<u>Amount Credit</u>	<u>Balance</u>
15TR095397	Fine/SC/CC	\$ 135.25	\$ 36.00	\$ 0.00	\$99.25
	Overpayment	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
	Convenience Fee	\$ 1.94	\$ 1.94	\$ 0.00	\$0.00
	Fees				
	GCVEF - \$9 - Atlanta Municipal	\$ 18.00	\$ 18.00	\$ 0.00	\$0.00
	Supervision Fee - Pav Only	\$ 54.00	\$ 54.00	\$ 0.00	\$0.00
	Totals:	\$ 209.19	\$ 109.94	\$ 0.00	\$99.25

Sentinel Payment Receipt

Received From: Adams, Stacey L

Client ID: 65281965

SenTrack Transaction Number: 92659202

Payment Date: 3 /28/2016 12:39 pm EDT

Payment Type: Probation

Payment Method: Credit Card

Credit Card Type:

Amount Paid: \$ 137.68

Transaction Fee: \$ 0.00

Reference Number: 013912

Made Through: cc-webapp

Service Fee: \$ 0.00

<u>Next Appointment Date</u>	<u>Probation Current Due</u>	<u>Client Initials</u>	<u>Received By</u>
			cc-webapp

IMPORTANT:
 if you would like more information or have
 any questions regarding your receipt,
 please ask to speak with a manager.
 Thank you.

IMPORTANTE:
 Si desea mas informacion o tiene alguna
 pregunta sobre este recibo, por favor
 consulte con alguien en esta oficina.
 Gracias.

Case Information To Date

<u>Case #</u>	<u>Obligation</u>	<u>Prev. Balance</u>	<u>Amount Paid</u>	<u>Amount Credit</u>	<u>Balance</u>
15TR095397	Fine/SC/CC	\$ 99.25	\$ 99.25	\$ 0.00	\$0.00
	Overpayment	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
	Convenience Fee	\$ 2.43	\$ 2.43	\$ 0.00	\$0.00
	<u>Fees</u>				
	GCVEF - \$9 - Atlanta Municipal	\$ 9.00	\$ 9.00	\$ 0.00	\$0.00
	Supervision Fee - Pav Only	\$ 27.00	\$ 27.00	\$ 0.00	\$0.00
	Totals:	\$ 137.68	\$ 137.68	\$ 0.00	\$0.00

Client Summary

65281965 Adams, Stacey L

Report Date: 5/11/2017

FINANCIALS

Court: Atlanta Municipal Court

Case Number: 15TR095397

Case Manager: Arnold, Cassandra

Offense: -Improper Turn

Case Status: Completed

Sentenced Date: 07/27/2015

Expected Completion Date: 07/27/2016

Obligations:

<u>Obligation</u>	<u>Original Amount</u>	<u>Paid</u>	<u>Credit</u>	<u>Adjustment</u>	<u>Balance</u>
BSITF - (Base + Court Costs)	\$0.00				\$0.00
BSITF - (Base + Court Costs) (\$0.00				\$0.00
Case Fine	\$142.50	\$142.50			\$0.00
Court Costs	\$0.00				\$0.00
Crime Lab	\$0.00				\$0.00
DATE - (BF + CC)	\$0.00				\$0.00
DETF - Joshua Law (Base + CC)	\$0.00				\$0.00
DETF - Joshua Law (Base + CC)	\$2.25	\$2.25			\$0.00
Drug Fund - (BF + CC)	\$0.00				\$0.00
DUI - (BF + CC)	\$0.00				\$0.00
DUI (BF+CC) (After 7/1/04)	\$0.00				\$0.00
Failure To Appear	\$0.00				\$0.00
IDF Application Fee	\$0.00				\$0.00
Jail Fund City (BF + CC)	\$22.50	\$22.50			\$0.00
Photo Fee	\$0.00				\$0.00
POAB 100+ - (BF+CC) Deduct	\$7.50	\$7.50			\$0.00
POAB 25-50 - (BF+CC) Deduct	\$0.00				\$0.00
POAB 4-25 - (BF+CC) Deduct	\$0.00				\$0.00
POAB 50-100 - (BF+CC) Dedu	\$0.00				\$0.00
POPIDF (BF + CC) Addon	\$15.00	\$15.00			\$0.00
POPTF - (Base + Court Costs)	\$15.00	\$15.00			\$0.00
VAP - (Base + Court Costs)	\$7.50	\$7.50			\$0.00
VAP - Local (BF + CC)	\$3.00	\$3.00			\$0.00
<u>Totals:</u>	<u>\$215.25</u>	<u>\$215.25</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>

One-time fees

<u>Obligation</u>	<u>Bill Amount</u>	<u>Applied Amount</u>	<u>Balance</u>
Convenience Fee	\$1.80	\$1.80	\$0.00
Convenience Fee	\$1.94	\$1.94	\$0.00
Convenience Fee	\$2.43	\$2.43	\$0.00
Enrollment Fee	\$20.00	\$20.00	\$0.00
Totals:	\$26.17	\$26.17	\$0.00

Recurring Items

<u>Type</u>	<u>Obligation</u>	<u>DueDate</u>	<u>Bill Amount</u>	<u>Paid</u>	<u>Credit</u>	<u>Adjustment</u>	<u>Balance</u>
GF	GCVEF - \$9 - Atlanta Municipal	08/27/2015	\$9.00	\$9.00		\$0.00	\$0.00
GF	GCVEF - \$9 - Atlanta Municipal	09/27/2015	\$9.00	\$9.00		\$0.00	\$0.00
GF	GCVEF - \$9 - Atlanta Municipal	10/27/2015	\$9.00	\$9.00		\$0.00	\$0.00
SF	Supervision Fee - Pay Only	08/27/2015	\$27.00	\$27.00		\$0.00	\$0.00
SF	Supervision Fee - Pay Only	09/27/2015	\$27.00	\$27.00		\$0.00	\$0.00
SF	Supervision Fee - Pay Only	10/27/2015	\$27.00	\$27.00		\$0.00	\$0.00
Totals:			\$108.00	\$108.00	\$0.00	\$0.00	\$0.00

Case Status Log

<u>Case Status</u>	<u>Modified Date</u>	<u>Sentenced Date</u>	<u>Enrolled Date</u>
Completed	04/07/2016	07/27/2015	07/27/2015
Active	02/10/2016	07/27/2015	07/27/2015
Active	07/29/2015	07/27/2015	07/27/2015

Exhibit E

CITY OF ATLANTA

IN THE MUNICIPAL COURT OF ATLANTA
STATE OF GEORGIA

CASE # 14TR673852

vs.
Sant-Vil Jerry

DISPOSITION AND SENTENCE

Driver's Lic.# _____
DOB _____ Race _____ Sex _____
Address _____

Plea	Nolo	Verdict	Count	Offense	Sentence
Guilty	Cont.	Guilty			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>(406569)</u>	<u>Followup stoo disc</u>	<u>\$ 200 + \$6 = 286</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>(406-49)</u>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>FTA</u>		<u>\$100</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			

Disposition of other counts _____

WHEREAS, the above disposition has been made against the above named defendant, the Defendant is hereby sentenced to confinement for a period of 12 months to serve 0 days and the balance to be served on probation, and the Defendant is ordered to pay a total fine in the amount of \$ 200.00 dollars (plus all applicable surcharges and costs in the amount of \$ 186.00 dollars), grand total of \$ 386.00.

It is further ordered that the portion of the above sentence to be served on probation shall be subject to the following conditions:
The Defendant is ordered to:

1. Pay a monthly probation service fee and Georgia Crime Victim Emergency Fee of \$9 for a total of \$36 \$41 \$46 per month to Sentinel Offender Services, LLC, the Court's probation service contractor, authorized by O.C.G.A. Section 42-8-100;
 2. Pay all fines and surcharges within 6 months at a rate of \$ 100 per month;
 3. Not violate the laws of any Federal, State, or Local governmental unit;
 4. Report to the probation supervisor as directed and behave in a truthful and respectful manner towards the probation staff;
 5. Work faithfully at suitable employment insofar as may be possible;
 6. Not change his/her present place of abode, or leave the State without permission of the probation supervisor;
 7. Support his/her legal dependants to the best of his/her ability;
 8. Avoid injurious and vicious habits-especially alcoholic intoxication, narcotics, and other dangerous drugs unless prescribed lawfully;
 9. Avoid persons and places of harmful or disreputable character; and
- The following conditions applicable only if checked:
10. Abstain from the use of alcohol and drugs, and submit to random alcohol/drug testing at \$15.00 per screen;
 11. Submit, within _____ months, to an alcohol and drug use evaluation as directed and follow all further directives for treatment or counseling;
 12. Complete a Risk Reduction course conducted by an agency licensed by the State of Georgia within _____ months;
 13. Successfully complete _____ hours of community service as directed, within _____ months;
 14. Probation to be terminated/non-reporting upon payment of the fine and completion of all other obligations and conditions;
 15. Pay restitution in the amount of \$ _____ to _____, within _____ months (see attached Order);
 16. Serve _____ days in the Atlanta City Jail; and/or serve _____ days on house arrest (suspended for time served);
 17. Complete P.P.S.I.'s; ___ Anger Control; ___ Youthful offender; ___ Resume-Job Workshop(s); ___ Cognitive Restructuring Course / within _____ months;
 18. Attend ___ A.A. / ___ N.A. meetings per week and verify attendance with probation department as directed;
 19. Serve the initial _____ months of said probated sentence on intensive probation;
 20. Obtain GED certificate by the following date: _____;
 21. Do not contact or visit residence of _____;
 22. Banishment from Buckhead / _____ for _____ days per attached Order;
 23. Attend _____ Defensive Driving/ _____ M.A.D.D. Victim Impact meeting(s) within _____ months;
 24. Certificate of First Conviction issued / License to State
 25. Ignition interlock per § 42-8-111; license plate seizure per § 40-2-136, \$25 ad per § 40-6-391(j)
 - 26.

UPON THE VIOLATION of any of these conditions, probation may be revoked and the sentence of confinement executed. The Defendant is subject to arrest upon the violation of any condition of probation. IT IS SO ORDERED, this

7 day of January, 2015

Gary E. Jackson
Judge, Municipal Court of Atlanta

This is to certify that a true and correct copy of this sentence has been delivered in person to the Defendant who has been duly instructed regarding the conditions of probation. This 7 day of January, 2015

Sentinel Payment Receipt

Received From: Saint-Vil, Jerry W

Client ID: 65910395

SenTrack Transaction Number: 49296912

Payment Date: 1 /22/2015 11:31 am EST

Payment Type: Probation

Payment Method: Cash

Credit Card Type:

Amount Paid: \$ 50.00

Transaction Fee: \$ 0.00

Reference Number:

Made Through: Kiosk

Service Fee: \$ 0.00

<u>Next Appointment Date</u>	<u>Probation Current Due</u>	<u>Client Initials</u>	<u>Received By</u>
			KU-122

IMPORTANT:
 If you would like more information or have any questions regarding your receipt, please ask to speak with a manager.
 Thank you.

IMPORTANTE:
 Si desea mas informacion o tiene alguna pregunta sobre este recibo, por favor consulte con alguien en esta oficina.
 Gracias.

Case Information To Date

<u>Case #</u>	<u>Obligation</u>	<u>Prev. Balance</u>	<u>Amount Paid</u>	<u>Amount Credit</u>	<u>Balance</u>
14TR073852	Fine/SC/CC	\$ 386.00	\$ 30.00	\$ 0.00	\$356.00
	Overpayment	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
	Enrollment Fee	\$ 20.00	\$ 20.00	\$ 0.00	\$0.00
	Totals:	\$ 406.00	\$ 50.00	\$ 0.00	\$356.00

Sentinel Payment Receipt

Received From: Saint-Vil, Jerry W

Client ID: 65910395

SenTrack Transaction Number: 130864764

Payment Date: 2 /19/2015 4: 2 pm EST

Payment Type: Probation

Payment Method: Credit Card

Credit Card Type:

Amount Paid: \$ 127.25

Transaction Fee: \$ 0.00

Reference Number: 060216

Made Through: Sentrak

Service Fee: \$ 0.00

<u>Next Appointment Date</u>	<u>Probation Current Due</u>	<u>Client Initials</u>	<u>Received By</u>
			sparks

IMPORTANT:
 If you would like more information or have any questions regarding your receipt, please ask to speak with a manager.
 Thank you.

IMPORTANTE:
 Si desea mas informacion o tiene alguna pregunta sobre este recibo, por favor consulte con alguien en esta oficina.
 Gracias.

Case Information To Date

<u>Case #</u>	<u>Obligation</u>	<u>Prev. Balance</u>	<u>Amount Paid</u>	<u>Amount Credit</u>	<u>Balance</u>
14TR073852	Fine/SC/CC	\$ 356.00	\$ 89.00	\$ 0.00	\$267.00
	Overpayment	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
	Convenience Fee	\$ 2.25	\$ 2.25	\$ 0.00	\$0.00
	Fees				
	GCVEF - \$9 - Atlanta Municipal	\$ 9.00	\$ 9.00	\$ 0.00	\$0.00
	Supervision Fee - Pay Only	\$ 27.00	\$ 27.00	\$ 0.00	\$0.00
	Totals:	\$ 394.25	\$ 127.25	\$ 0.00	\$267.00

Sentinel Payment Receipt

Received From: Saint-Vil, Jerry W

Client ID: 65910395

SenTrack Transaction Number: 161342679

Payment Date: 3 /5/2015 11:16 am EST

Payment Type: Probation

Payment Method: Credit Card

Credit Card Type:

Amount Paid: \$ 271.81

Transaction Fee: \$ 0.00

Reference Number: 091611

Made Through: Sentrak

Service Fee: \$ 0.00

<u>Next Appointment Date</u>	<u>Probation Current Due</u>	<u>Client Initials</u>	<u>Received By</u>
			sparks

IMPORTANT:

If you would like more information or have any questions regarding your receipt, please ask to speak with a manager.
Thank you.

IMPORTANTE:

Si desea mas informacion o tiene alguna pregunta sobre este recibo, por favor consulte con alguien en esta oficina.
Gracias.

Case Information To Date

<u>Case #</u>	<u>Obligation</u>	<u>Prev. Balance</u>	<u>Amount Paid</u>	<u>Amount Credit</u>	<u>Balance</u>
14TR073852	Fine/SC/CC	\$ 267.00	\$ 267.00	\$ 0.00	\$0.00
	Overpayment	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
	Convenience Fee	\$ 4.81	\$ 4.81	\$ 0.00	\$0.00
	Totals:	\$ 271.81	\$ 271.81	\$ 0.00	\$0.00

Exhibit F

CITY OF ATLANTA

IN THE MUNICIPAL COURT OF ATLANTA
STATE OF GEORGIA

CASE# 15TR167189

vs.

Saintvil, Jerry

DISPOSITION AND SENTENCE

Plea Guilty	Nolo Cont.	Verdict Guilty	Count	Offense	Sentence
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>SD 58976</u>	<u>40-6-48 Failure To Maintain Lane § 19(a) + § 65.25 = \$215.25</u>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			

Disposition of other counts \$ 100.00 FTA

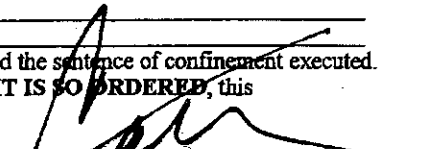
WHEREAS, the above disposition has been made against the above named defendant, the Defendant is hereby sentenced to Confinement for a period of 5 months to serve 0 days and the balance to be served on probation, and the Defendant is Ordered to pay a total fine in the amount of \$ 150.00 dollars (plus all applicable surcharges and costs in the amount of \$ 65.25 dollars), grand total of \$ 215.25

It is further ordered that the portion of the above sentence to be served on probation shall be subject to the following conditions: The Defendant is ordered to:

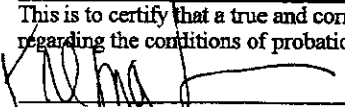
1. Pay a monthly probation service fee and Georgia Crime Victim Emergency Fee of \$9 for a total of \$36 \$41 \$46 per month to Sentinel Offender Services, LLC, the Court's probation service contractor, authorized by O.C.G.A Section 42-8-100; (cases designated as "Pay-only" can not exceed 3 months of probation supervision fees) pursuant to HB310
 2. Pay all fines and surcharges within 3 months at a rate of \$ 141.00 per month,
 3. Not violate the laws of any Federal, State, or Local governmental unit;
 4. Report to the probation supervisor as directed and behave in a truthful and respectful manner towards the probation staff;
 5. Work faithfully at suitable employment insofar as may be possible;
 6. Not change his/her present place of abode, or leave the State without permission of the probation supervisor;
 7. Support his/her legal dependants to the best of his/her ability;
 8. Avoid injurious and vicious habits-especially alcoholic intoxication, narcotics, and other dangerous drugs unless prescribed lawfully;
 9. Avoid persons and place of harmful or disreputable character; and
- The following conditions applicable only if checked:**
10. Abstain from the use of alcohol and drugs, and submit to random alcohol/drug testing at \$15.00 per screen;
 11. Submit, within _____ months, to an alcohol and drug use evaluation as directed and follow all further directives for treatment or counseling;
 12. Complete a Risk Reduction course conducted by an agency licensed by the State of Georgia within _____ months;
 13. Successfully complete _____ hours of community service as directed, within _____ months;
 14. Probation to be terminated/non-reporting upon payment of the fine and completion of all other obligations and conditions;
 15. Pay restitution in the amount of \$ _____ to _____, within _____ months (see attached Order);
 16. Serve _____ days in the Atlanta City Jail; and/or serve _____ days on house arrest (suspended for time served);
 17. Complete P.P.S.I's; ___ Anger Control; ___ Youthful offender; ___ Resume-Job Workshop(s); ___ Cognitive Restructuring Course / within _____ months;
 18. Attend ___ A.A. / ___ N.A. meetings per week and verify attendance with the probation department as directed;
 19. Serve the initial _____ months of said probated sentence on intensive probation;
 20. Obtain GED certificate by the following date: _____;
 21. Do not contact or visit residence of _____;
 22. Banishment from Buckhead / _____ for _____ days per attached Order;
 23. Attend ___ Defensive Driving/ _____ M.A.D.D. Victim Impact meeting(s) within _____ months;
 24. Certificate of First Conviction issued / License to State _____
 25. Ignition interlock per § 42-8-111; license plate seizure per § 40-2-136, \$25 ad per § 40-6-39 (j)
 - 26.

UPON THE VIOLATION of any of these conditions, probation may be revoked and the sentence of confinement executed. The Defendant is subject to arrest upon the violation of any condition of probation. IT IS SO ORDERED, this

24th day of January, 2016


Honorable Catherine E. Malicki
Judge, Municipal Court of Atlanta

This is to certify that a true and correct copy of this sentence has been delivered in person to the Defendant who has been duly instructed regarding the conditions of probation. This 24th day of January, 2016


Probation Officer
Assistant Solicitor


Defendant
Counsel

Sentinel Payment Receipt

Received From: Saint-Vil, Jerry W

Client ID: 65910395

SenTrack Transaction Number: 181651620

Payment Date: 4 /7/2016 11:46 am EDT

Payment Type: Probation

Payment Method: Credit Card

Credit Card Type:

Amount Paid: \$ 162.88

Transaction Fee: \$ 0.00

Reference Number: 084611

Made Through: cc-webapp

Service Fee: \$ 0.00

<u>Next Appointment Date</u>	<u>Probation Current Due</u>	<u>Client Initials</u>	<u>Received By</u>
			cc-webapp

IMPORTANT:
If you would like more information or have any questions regarding your receipt, please ask to speak with a manager.
Thank you.

IMPORTANTE:
Si desea mas informacion o tiene alguna pregunta sobre este recibo, por favor consulte con alguien en esta oficina.
Gracias.

Case Information To Date

<u>Case #</u>	<u>Obligation</u>	<u>Prev. Balance</u>	<u>Amount Paid</u>	<u>Amount Credit</u>	<u>Balance</u>
15TR167189	Fine/SC/CC	\$ 315.25	\$ 68.00	\$ 0.00	\$247.25
	Overpayment	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
	Convenience Fee	\$ 2.88	\$ 2.88	\$ 0.00	\$0.00
	Enrollment Fee	\$ 20.00	\$ 20.00	\$ 0.00	\$0.00
16TR016312	Fine/SC/CC	\$ 189.78	\$ 0.00	\$ 0.00	\$189.78
	Overpayment	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
	Fees				
	GCVEF - \$9 - Atlanta Municipal	\$ 18.00	\$ 18.00	\$ 0.00	\$0.00
	Supervision Fee - Pav Only	\$ 54.00	\$ 54.00	\$ 0.00	\$0.00
	Totals:	\$ 599.91	\$ 162.88	\$ 0.00	\$437.03

Sentinel Payment Receipt

Received From: Saint-Vil, Jerry W

Client ID: 65910395

SenTrack Transaction Number: 96639848

Payment Date: 6 /30/2016 9:33 am EDT

Payment Type: Probation

Payment Method: Credit Card

Credit Card Type:

Amount Paid: \$ 243.30

Transaction Fee: \$ 0.00

Reference Number: 09976Z

Made Through: cc-webapp

Service Fee: \$ 0.00

<u>Next Appointment Date</u>	<u>Probation Current Due</u>	<u>Client Initials</u>	<u>Received By</u>
			cc-webapp

IMPORTANT:

If you would like more information or have any questions regarding your receipt, please ask to speak with a manager.
Thank you.

IMPORTANTE:

Si desea mas informacion o tiene alguna pregunta sobre este recibo, por favor consulte con alguien en esta oficina.
Gracias.

Case Information To Date

<u>Case #</u>	<u>Obligation</u>	<u>Prev. Balance</u>	<u>Amount Paid</u>	<u>Amount Credit</u>	<u>Balance</u>
15TR167189	Fine/SC/CC	\$ 247.25	\$ 203.00	\$ 0.00	\$44.25
	Overpayment	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
	Convenience Fee	\$ 4.30	\$ 4.30	\$ 0.00	\$0.00
16TR016312	Fine/SC/CC	\$ 189.78	\$ 0.00	\$ 0.00	\$189.78
	Overpayment	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
	Fees				
	GCVEF - \$9 - Atlanta Municipal	\$ 9.00	\$ 9.00	\$ 0.00	\$0.00
	Supervision Fee - Pav Only	\$ 27.00	\$ 27.00	\$ 0.00	\$0.00
	Totals:	\$ 477.33	\$ 243.30	\$ 0.00	\$234.03

Sentinel Payment Receipt

Received From: Saint-Vil, Jerry W

Client ID: 65910395

SenTrack Transaction Number: 28675059

Payment Date: 6 /30/2016 9:36 am EDT

Payment Type: Probation

Payment Method: Credit Card

Credit Card Type:

Amount Paid: \$ 238.24

Transaction Fee: \$ 0.00

Reference Number: 09220Z

Made Through: cc-webapp

Service Fee: \$ 0.00

<u>Next Appointment Date</u>	<u>Probation Current Due</u>	<u>Client Initials</u>	<u>Received By</u>
			cc-webapp

IMPORTANT:

If you would like more information or have any questions regarding your receipt, please ask to speak with a manager.
Thank you.

IMPORTANTE:

Si desea mas informacion o tiene alguna pregunta sobre este recibo, por favor consulte con alguien en esta oficina.
Gracias.

Case Information To Date

<u>Case #</u>	<u>Obligation</u>	<u>Prev. Balance</u>	<u>Amount Paid</u>	<u>Amount Credit</u>	<u>Balance</u>
15TR167189	Fine/SC/CC	\$ 44.25	\$ 44.25	\$ 0.00	\$0.00
	Overpayment	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
	Convenience Fee	\$ 4.21	\$ 4.21	\$ 0.00	\$0.00
16TR016312	Fine/SC/CC	\$ 189.78	\$ 189.78	\$ 0.00	\$0.00
	Overpayment	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
	Totals:	\$ 238.24	\$ 238.24	\$ 0.00	\$0.00

Case Number: 15TR167189
 Offense: -Failure to Maintain Lane
 Sentenced Date: 01/29/2016

Case Manager: Chambers, Dorothea-ATL
 Case Status: Completed
 Expected Completion Date: 07/28/2016

bligations:

<u>Obligation</u>	<u>Original Amount</u>	<u>Paid</u>	<u>Credit</u>	<u>Adjustment</u>	<u>Balance</u>
BSITF - (Base + Court Costs)	\$0.00				\$0.00
BSITF - (Base + Court Costs) (\$0.00				\$0.00
Case Fine	\$142.50	\$142.50			\$0.00
Court Costs	\$0.00				\$0.00
Crime Lab	\$0.00				\$0.00
DATE - (BF + CC)	\$0.00				\$0.00
DETF - Joshua Law (Base + CC	\$0.00				\$0.00
DETF - Joshua Law (Base + CC	\$2.25	\$2.25			\$0.00
Drug Fund - (BF + CC)	\$0.00				\$0.00
DUI - (BF + CC)	\$0.00				\$0.00
DUI (BF+CC) (After 7/1/04)	\$0.00				\$0.00
Failure To Appear	\$100.00	\$100.00			\$0.00
IDF Application Fee	\$0.00				\$0.00
Jail Fund City (BF + CC)	\$22.50	\$22.50			\$0.00
Photo Fee	\$0.00				\$0.00
POAB 100+ - (BF+CC) Deduct	\$7.50	\$7.50			\$0.00
POAB 25-50 - (BF+CC) Deduct	\$0.00				\$0.00
POAB 4-25 - (BF+CC) Deduct	\$0.00				\$0.00
POAB 50-100 - (BF+CC) Dedu	\$0.00				\$0.00
POPIDF (BF + CC) Addon	\$15.00	\$15.00			\$0.00
POPTF - (Base + Court Costs)	\$15.00	\$15.00			\$0.00
VAP - (Base + Court Costs)	\$7.50	\$7.50			\$0.00
VAP - Local (BF + CC)	\$3.00	\$3.00			\$0.00
Totals:	\$315.25	\$315.25	\$0.00	\$0.00	\$0.00

One-time fees

<u>Obligation</u>	<u>Bill Amount</u>	<u>AppliedAmount</u>	<u>Balance</u>
Convenience Fee	\$2.88	\$2.88	\$0.00
Convenience Fee	\$4.30	\$4.30	\$0.00
Convenience Fee	\$4.21	\$4.21	\$0.00
Enrollment Fee	\$20.00	\$20.00	\$0.00
Totals:	\$31.39	\$31.39	\$0.00

Exhibit G

CITY OF ATLANTA

IN THE MUNICIPAL COURT OF ATLANTA
STATE OF GEORGIA

CASE# 16TR031784

vs.

215.25

Saint-Vil, Jerry

DISPOSITION AND SENTENCE

Plea	Nolo Cont.	Verdict	Count	Offense	Sentence
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
				<u>AP00321000187 10-6-20</u>	<u>Fail to Obey</u>
				<u>TRIP CONTROL DEVICE</u>	
				<u>150.00 - 65.25 = 215.25</u>	

Disposition of other counts _____

WHEREAS, the above disposition has been made against the above named defendant, the Defendant is hereby sentenced to Confinement for a period of 10 months to serve 0 days and the balance to be served on probation, and the Defendant is Ordered to pay a total fine in the amount of \$ 150.00 dollars (plus all applicable surcharges and costs in the amount of \$ 65.25 dollars), grand total of \$ 215.25

It is further ordered that the portion of the above sentence to be served on probation shall be subject to the following conditions. The Defendant is ordered to:

1. Pay a monthly probation service fee and Georgia Crime Victim Emergency Fee of \$9 for a total of \$36 \$41 \$46 per month to Sentinel Offender Services, LLC, the Court's probation service contractor, authorized by O.C.G.A Section 42-8-100; Pay only Fees not to exceed 3 months
 2. Pay all fines and surcharges within 3 months at a rate of \$ 108 per month,
 3. Not violate the laws of any Federal, State, or Local governmental unit;
 4. Report to the probation supervisor as directed and behave in a truthful and respectful manner towards the probation staff;
 5. Work faithfully at suitable employment insofar as may be possible;
 6. Not change his/her present place of abode, or leave the State without permission of the probation supervisor;
 7. Support his/her legal dependants to the best of his/her ability;
 8. Avoid injurious and vicious habits-especially alcoholic intoxication, narcotics, and other dangerous drugs unless prescribed lawfully;
 9. Avoid persons and place of harmful or disreputable character; and
- The following conditions applicable only if checked:
10. Abstain from the use of alcohol and drugs, and submit to random alcohol/drug testing at \$15.00 per screen;
 11. Submit, within _____ months, to an alcohol and drug use evaluation as directed and follow all further directives for treatment or counseling;
 12. Complete a Risk Reduction course conducted by an agency licensed by the State of Georgia within _____ months;
 13. Successfully complete _____ hours of community service as directed, within _____ months;
 14. Probation to be terminated/non-reporting upon payment of the fine and completion of all other obligations and conditions;
 15. Pay restitution in the amount of \$ _____ to _____, within _____ months (see attached Order);
 16. Serve _____ days in the Atlanta City Jail; and/or serve _____ days on house arrest (suspended for time served);
 17. Complete P.P.S.I.'s; Anger Control; Youthful offender; Resume-Job Workshop(s); Cognitive Restructuring Course / within _____ months;
 18. Attend AA / N.A. meetings per week and verify attendance with the probation department as directed;
 19. Serve the initial _____ months of said probated sentence on intensive probation;
 20. Obtain GED certificate by the following date: _____;
 21. Do not contact or visit residence of _____;
 22. Banishment from Buckhead / _____ for _____ days per attached Order;
 23. Attend Defensive Driving / _____ M.A.D.D. Victim Impact meeting(s) within _____ months;
 24. Certificate of First Conviction issued / License to State _____
 25. Ignition interlock per § 42-8-111; license plate seizure per § 40-2-136, \$25 ad per § 40-6-39 (j)
 - 26.

UPON THE VIOLATION of any of these conditions, probation may be revoked and the sentence of confinement executed. The Defendant is subject to arrest upon the violation of any condition of probation. IT IS SO ORDERED, this

22 day of August, 2016

Honorable Barbara A. Harris
Judge, Municipal Court of Atlanta

This is to certify that a true and correct copy of this sentence has been delivered in person to the Defendant who has been duly instructed regarding the conditions of probation. This 22 day of August 2016

Probation Officer
Assistant Solicitor

Defendant
Prisoner

Gaint-Vil, Jerry

Client Name:

Client ID:

05910395



Harris

Program Rules and Instructions

Based on the nature of your case, you need not report to our office as long as you meet your financial obligations. The Financial Services department assists in monitoring your case and provides your local office with notifications of any delinquencies that occur. The program provides several convenient payment options. Please be aware that you may be contacted by our Financial Services Department and/or be required to report to a Sentinel office if you miss a scheduled payment or if you pay less than the scheduled amount.

We Are Here To Help

Sentinel's goal is for you to complete your Probation term without the need for further sanctions. To successfully remain in this program and complete your sentence, simply comply with the following rules and instructions.

General Instructions

- If you have any questions or problems, contact Financial Services at 800-938-0463.
- Do not violate any laws.
- Notify Financial Services immediately if you are arrested or charged with a new offense.
- Promptly report any changes in your employment to Financial Services.
- Use the enclosed form to report any changes in your address or telephone numbers.
- Pay all fines, restitution, and fees as instructed by your Enrollment Officer.
- Use one of the approved methods of payment as detailed on the payment form.
- Properly safe guard all court and program documents provided by your Enrollment Officer.
- Comply with all rules and instructions provided by your Enrollment Officer.
- **If directed, you must report in person to your local office. Failure to report may result in further legal action, up to and including the issuance of a probation warrant for your arrest.**

Please review the payment packet and let your local office know if you have any questions.

Payment Acknowledgement

I hereby acknowledge the following terms for payment of court ordered fines, surcharges, court costs, Georgia Crime Victims Emergency Fund (\$9.00), restitution, and fees and acknowledge all assessments are subject to verification for accuracy against the Court's original sentence. I have been ordered by the Court to pay fines, restitution and fees in the amount of \$235.25 and a \$27 monthly probation supervision fee to Sentinel Offender Services. I agree to pay \$108.00 per month. The \$36 fee can only be charged for 3 months.

\$20 Probation Enrollment Fee. Must PAY \$235²⁵ IN FULL BY 9/21 TO AVOID ADDITIONAL FEES. First payment due on 9/6/16

The above has been read/explained to me and I fully understand that I am to follow the above terms and conditions as instructed. I have been provided a copy of these instructions, the Court's sentence and general conditions of probation and I acknowledge an understanding of them. I understand that I am on probation and under the Court's sentence and all General Conditions of probation fully apply. I further understand that noncompliance with these orders and instructions could result in the revocation of my probation sentence and incarceration. I hold Sentinel and its owners, officers, employees, agents, contractors, representatives, heirs and assigns harmless and waive against Sentinel any and all actions, claims, damages, attorney fees, costs, detention related claims, arrest related claims and any and all demands, injuries and damages of any kind and any nature whatsoever, that he/she, his/her assignees, heirs, distributes, guardians, next of kin, children, spouse, and legal representatives now have, or may have in the future, related to or arising out of the failure of the probationer to comply with program requirements.

Any and All disputes arising out of or related to this Agreement or related to the provision of any and all services by Sentinel shall be subject to and settled by binding arbitration pursuant to the Federal Arbitration Act as contained in 9 U.S.C. Section 1 et. seq. Venue for any dispute shall be in Atlanta, Georgia.

Participant _____ Date 8-22-16

Sentinel _____ Date 8-22-16

Sentinel Payment Receipt

Received From: Saint-Vil, Jerry W

Client ID: 65910395

SenTrack Transaction Number: 122797960

Payment Date: 12 /16/2016 3:15 pm EST

Payment Type: Probation

Payment Method: Credit Card

Credit Card Type:

Amount Paid: \$ 312.78

Transaction Fee: \$ 0.00

Reference Number: 091415

Made Through: Sentrak

Service Fee: \$ 0.00

Next Appointment Date	Probation Current Due	Client Initials	Received By dchambers-atl

IMPORTANT:

If you would like more information or have any questions regarding your receipt, please ask to speak with a manager.
Thank you.

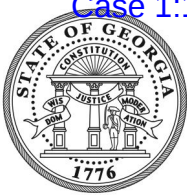
IMPORTANTE:

Si desea mas informacion o tiene alguna pregunta sobre este recibo, por favor consulte con alguien en esta oficina.
Gracias.

Case Information To Date

<u>Case #</u>	<u>Obligation</u>	<u>Prev. Balance</u>	<u>Amount Paid</u>	<u>Amount Credit</u>	<u>Balance</u>
16TR031784	Fine/SC/CC	\$ 215.25	\$ 215.25	\$ 0.00	\$0.00
	Overpayment	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
	Convenience Fee	\$ 5.53	\$ 5.53	\$ 0.00	\$0.00
	Enrollment Fee	\$ 20.00	\$ 20.00	\$ 0.00	\$0.00
	Fees				
	GCVEF - \$9 - Atlanta Municipal	\$ 18.00	\$ 18.00	\$ 0.00	\$0.00
	Supervision Fee - Pav Only	\$ 54.00	\$ 54.00	\$ 0.00	\$0.00
	Totals:	\$ 312.78	\$ 312.78	\$ 0.00	\$0.00

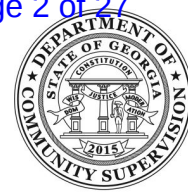
Exhibit H



Nathan Deal
Governor

Case 1:17-cv-02813-WSD Document 1-8 Filed 07/27/17 Page 2 of 27
Department of Community Supervision

2 Martin Luther King, Jr. Drive SE
Suite 458, Balcony Level, East Tower
Atlanta, Georgia 30334
www.dcs.georgia.gov



Michael W. Nail
Commissioner

Mr. Steven Queen
Sentinel Offender Services, LLC.
squeen@sentrak.com

Mr. Queen:

Enclosed you will find a copy of the Compliance Review Report. **On pages 22-25**, you will see DCS Staff's findings, recommendations, and best practices. Below is a brief explanation of each:

Finding(s): Area(s) that must be improved upon to bring the entity into compliance. The DCS Board has authority to govern; enforceable by board rules and/or GA Statutes

Recommendations: Aid entities in becoming compliant with council rules and/or GA Statutes; the DCS Board has authority to govern; Action required by the entity

Best Practice: No clear DCS Board rule or GA statute violated; however, it is a practice that is being used in community corrections that may reduce the risk of liability and/or increase the opportunity for successful outcomes.

If you have any questions or need additional information, please contact Compliance Monitor La Donna Varner-Burney at LaDonna.Varner@dcs.ga.gov. Thank you for your cooperation during the 2016 audit process. We look forward to working with you in the future.

Sincerely,

Barbara Neville
Director
Misdemeanor Probation Oversight
barbara.neville@dcs.ga.gov

Shevondah Leslie
Staff Director
Misdemeanor Probation Oversight
shevondah.leslie@dcs.ga.gov

Cc: Evans Co. Superior Court, Judge David L. Cavender
Coffee Co. Superior Court, Judge Dwayne Gillis
Douglas Co. Superior Court, Judge Robert T. James
Henry Co. Superior Court, Judge Arch W. McGarity
Towns County Superior Court, Judge Murphy Miller
Banks Co. Superior Court, Judge David Motes
Houston Co. Superior Court, Judge George Nunn
Habersham County Superior Court, Judge Russell W. Smith
Glynn County Superior Court, Judge E.M. Wilkes, III
Jackson Co. State Court, Judge Robert Alexander
Glynn County State Court, Judge Bart G. Altman
Houston Co. State Court, Judge Jason Ashford
Habersham County State Court, Judge Steve Campbell
Douglas County State Court, Judge Neal Dettmering, Jr.
Lowndes Co. State Court, Judge John K. Edwards, Jr.
Evans Co. State Court, Judge Ronald Hallman
Richmond County State Court, Judge Richard Slaby
Henry Co. State Court, Judge Ben Studdard, III
White County Probate Court, Judge Garrison Baker
Union County Probate Court, Judge Dwain Bracket
Barrow Co. Probate Court, Judge Tammy Brown
Atkinson Co. Probate Court, Judge Margie O'Brien
Towns County Probate Court, Judge Dwight David Rogers
Evans Co. Magistrate Court, Judge Larry Anderson
Glynn County Magistrate Court, Judge Timothy Barton
Jackson Co. Magistrate Court, Judge Billy Chandler
Union County Magistrate Court, Judge Johnnie Garmon
Henry Co. Magistrate Court, Judge Robert Godwin
Atkinson Co. Magistrate Court, Judge Hilda James
Richmond County Magistrate Court, Judge William D. Jennings, III
Habersham County Magistrate Court, Judge Gerald Johnson
White County Magistrate Court, Judge Joy Parks
Gwinnett County Recorder's Court, Judge Michael Greene
Statesboro Municipal Court, Judge W. Keith Barber
Valdosta Municipal Court, Judge Vernita Lee Bender
Brooklet Municipal Court, Judge Lovett Bennett, Jr.
Arcade Municipal Court, Judge Gabriel Bradford
Portal Municipal Court, Judge Scott Brannen
Claxton Municipal Court, Judge Benjamin Brinson
Broxton Municipal Court, Judge Michael Gowen
Pendergrass Municipal Court, Judge Walter Harvey
Gainesville Municipal Court, Judge Hammond Law
Hiltonia Municipal Court, Judge R.J. Martin, III

Pearson Municipal Court, Judge Douglas W. Mitchell, III
Brunswick Municipal Court, Judge Chris O'Donnell
Dunwoody Municipal Court, Judge Hugh R. Powell, Jr.
Rocky Ford Municipal Court, Judge Grady Reddick
Johns Creek Municipal Court, Judge Donald Shafer
Blairsville Municipal Court, Judge Robert Sneed
Kingsland Municipal Court, Judge Robert Sweatt, Jr.
Maysville Municipal Court, Judge Scott Tolbert
Demorest Municipal Court, Judge Winslow Verdery
Atlanta Municipal Court, Judge Christopher Ward

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Attachments

Sentinel's Response to Preliminary Findings

Introduction

A compliance review of Sentinel Offender Services, LLC. (Sentinel) was conducted on August 17, 2016 at the company's Lawrenceville office located at 320 West Pike Street. Prior to the site visit Department of Community Supervision (DCS) staff reviewed case files, recent quarterly reports, and the entity's service agreements. While on site staff met with Mr. Steve Queen, Director of Georgia Services, and Mr. Tim Lewis, Vice President of Georgia Services, and reviewed employee files and training documents for all active probation employees. Sentinel supervises approximately 41,429 probationers (including approximately 5,514 probationers in warrant status) for seventy-one courts across Georgia.¹

Employee Standards

Sentinel currently has 121 employees registered and in good-standing with DCS, including the director, 71 probation officers, and 49 probation aides. DCS reviewed the employee file for each employee and found a few were missing documents required by Rule 503-1-.23(e), such as proof of education, proof of 2015 training, or signed confidentiality statements. Subsequent to the site visit, Sentinel located all missing documents and added them to the appropriate employee file. Training documentation reviewed by staff indicates that each employee received the requisite number of relevant training hours for calendar year 2015, in compliance with Rule 503-1-.27. DCS staff conducted GCIC background checks for each Sentinel employee between September 26th and September 30th and found no new arrests or convictions.

Court Service Contracts

DCS staff reviewed the court service contracts between Sentinel and each of the seventy-one courts served to ensure compliance with uniform contract standards (Rule 503-1-.22(f)) and statutory execution requirements (O.C.G.A. § 42-8-101). Deficiencies were noted for the following sixteen contracts: Barrow Superior, Houston Superior, Glynn State, Houston State, Barrow Probate, White Probate, Atkinson Magistrate, Richmond Magistrate, Gwinnett Recorder's, Arcade Municipal, Atlanta Municipal, Dillard Municipal, Gainesville Municipal, Kingsland Municipal, Newington Municipal and Register Municipal (see Contract Review Outline below for details).

While DCS staff reviewed all contracts to ensure the presence of a fee schedule, the accuracy and comprehensiveness of those fees schedules could only be determined with respect to the six caseloads reviewed by staff (Barrow Superior, Henry State, Barrow Probate, White Probate, Gwinnett Recorder's, and Atlanta Municipal). For all other courts, staff must assume contract fee schedules are current and complete. Sentinel should ensure that all current fee amounts are listed within the service contract or a court order, as permitted by the terms of the contract. Although the contracts did not address several elements, in 2017, all misdemeanor probation contracts must meet the minimally required elements that will be in the Uniform Contract Standards per DCS policy and in compliance with Senate Bill 367.

¹ Caseloads based on Q4 2015 data submitted by Sentinel. Number of courts served based on Sentinel's 2016 registration information.

Case File Review

Staff reviewed a total of 117 probation case files from Barrow Superior, Henry State, Barrow Probate, White Probate, Gwinnett Recorder's and Atlanta Municipal. Cases included sentences for minor drug/alcohol offenses, assault and battery, DUI, and other traffic violations. Case files generally included all required documents and reflected supervision of all probation conditions. Staff found a few examples of case management errors and noted a few other areas which may merit consultation with the courts (see Case File Review Outline below); however, Sentinel appears to have an effective system of management oversight in place and has already taken proactive steps to address some of these concerns (see Sentinel's Response to Preliminary Findings attached). **Please note, only cases with case management oversight errors are noted in the file review.**

Summary

Sentinel Offender Services demonstrates a sound understanding of basic probation principles and DCS rules and regulations. Case files and quarterly reports indicate probation officers supervise cases in a professional manner and are accountable to the sentencing court. While staff found a few case management errors, current management oversight procedures appear sufficient to address each of these concerns.

Contract Review Outline

Court Contract	Date of Contract	Compliance with GA Statute and DCS Rules and Regulations
Banks Superior	5/13/2008	Compliant
Barrow Superior	7/24/2008	Fees: 1.7% convenience fee for online payments not included
Coffee Superior	5/22/2008	Compliant
Douglas Superior	12/5/2000	Compliant
Evans Superior	1/1/2001	Compliant <i>(Note: Drug Screen amount not listed in schedule of fees)</i>
Glynn Superior	8/6/2015	Compliant
Habersham Superior	2/12/2010	Compliant
Henry Superior	10/3/2000	Compliant <i>(Note: Drug Screen amount not listed in schedule of fees)</i>
Houston Superior	1/1/2011	May be INACTIVE: Contract for 6 month term renews annually under the same terms. <i>(Note: Drug Screen amount not listed in schedule of fees)</i>
Jackson Superior	7/21/2008	Compliant
Towns Superior	4/11/2005	Compliant
Union Superior	4/11/2005	Compliant
Douglas State	8/1/2012	Compliant
Evans State	7/1/2008	Compliant
Glynn State	5/3/2013	Governing Authority approval not attached. <i>No Longer Contracted with Sentinel.</i>
Habersham State	2/14/2006	Compliant <i>(Note: Drug Screen amount not listed in schedule of fees)</i>
Henry State	9/25/2007	Compliant
Houston State	1/18/2011	May be INACTIVE: Contract for 6 month term renews annually under the same terms. <i>(Note: Drug Screen amount not listed in schedule of fees)</i>
Jackson State	7/21/2008	Compliant

Lowndes State	11/24/2009	Compliant
Richmond State	8/13/2014	Compliant
Atkinson Probate	1/13/2009	Compliant
Barrow Probate	7/24/2008	Fees: 1.7% convenience fee for online payments not included
Towns Probate	8/27/2003	Compliant <i>(Note: Drug Screen amount not listed in schedule of fees)</i>
Union Probate	8/27/2003	Compliant <i>(Note: Drug Screen amount not listed in schedule of fees)</i>
White Probate	7/22/2005	Fees: \$15 drug screen and \$3 alcohol screen not included
Atkinson Magistrate	1/6/2004	NOT a probation contract: applies to pretrial and bond supervision. Staffing levels not addressed in contract.
Evans Magistrate	1/1/2007	Compliant
Glynn Magistrate	12/12/2012	Compliant
Habersham Magistrate	2/14/2006	Compliant
Henry Magistrate	7/1/2001	Compliant
Jackson Magistrate	6/29/2011	Compliant
Richmond Magistrate	7/6/1999	Contract does not address: Staffing levels
Towns Magistrate	8/27/2003	Compliant <i>(Note: Drug Screen amount not listed in schedule of fees)</i>
Union Magistrate	8/26/2003	Compliant <i>(Note: Drug Screen amount not listed in schedule of fees)</i>
White Magistrate	7/22/2005	Compliant <i>(Note: Drug Screen amount not listed in schedule of fees)</i>
Gwinnett Recorder	1/30/2014	Governing Authority approval not attached. Contract does not address: Bonding of probation staff Fees: 1.7% convenience fee for online payments not included
Arcade Municipal	12/9/2013	Contract may be EXPIRED: No notice of renewal after April 2016
Atlanta Municipal	1/29/2013	Contract does not address: Bonding of probation staff
Blairsville Municipal	9/20/2004	Compliant

Blue Ridge Municipal	9/20/2004	Compliant
Brooklet Municipal	3/1/2006	Compliant
Broxton Municipal	4/14/2010	Compliant
Brunswick Municipal	11/16/2011	Compliant
Clarkesville Municipal	3/28/2006	Compliant
Claxton Municipal	4/3/2006	Compliant
Cleveland Municipal	8/8/2005	Compliant
Commerce Municipal	7/12/2010	Compliant
Demorest Municipal	3/8/2006	Compliant
Dillard Municipal	9/1/2011	Contract does not address: Criminal background checks and staff qualifications regarding criminal records
Dunwoody Municipal	6/15/2015	Compliant
Gainesville Municipal	7/1/2015	Contract does not address: Staffing levels
Hagan Municipal	4/3/2006	Compliant
Hiawasse Municipal	8/27/2003	Compliant
Hiltonia Municipal	2/11/2013	Compliant
Johns Creek Municipal	9/16/2015	Compliant
Kingsland Municipal	2/14/2005	Contract does not address: Bonding of probation staff, staffing levels, procedures for indigent offenders, revocation procedures, or default and termination procedures.
Maysville Municipal	6/2/2015	Compliant
Mount Airy Municipal	8/27/2007	Compliant
Mountain City Municipal	3/11/2014	Compliant
Newington Municipal	1/1/2006	Schedule of fees not included in contract. <i>No Longer Contacted with Sentinel.</i>
Oliver Municipal	1/5/2009	Compliant
Pearson Municipal	6/14/2005	Compliant
Pendergrass Municipal	7/27/2010	Compliant
Portal Municipal	3/1/2006	Compliant

Register Municipal	6/9/2008	Contract does not address: Criminal background checks and staff qualifications regarding criminal records
Rocky Ford Municipal	12/18/2008	Compliant
Sky Valley Municipal	2/3/2012	Compliant
Statesboro Municipal	12/11/2012	Compliant
Tallulah Falls Municipal	3/31/2015	Compliant
Valdosta Municipal	2/16/2016	Compliant

Case File Review Outline

PROBATIONER NAME	CASE STATUS (8/4/2015)	SENTENCE SUMMARY	FACT SUMMARY OF CASE (Cases Requested 8/11/2015)	RULE/GA STATUTE VIOLATED
BARROW SUPERIOR COURT				
1 Kevin Caldwell	Active	Theft 4/8/14 24 months	Ordered to stay away from victim's property. This condition is not specifically addressed within case notes; PO notes only "probationer understands all conditions."	Rule 503-1-.23(g): Supervise "stay away" orders and document this within case notes.
2 Jason Chance	Active	Shoplifting 11/7/14 12 months	Petitions for revocation served served to the probationer 5/21/15 and 8/6/15 for hearings the same day. No waiver of "reasonable notice" signed. <i>Sentinel explained that the court advises each probationer of his/her right to notice prior to revocation hearings.</i>	Best Practice: Utilize a formal Waiver of Notice if the petition is served within 72 hours of the hearing.
3 Saul Dominguez	Active	Battery 12/4/14 12 months	Appropriately Supervised.	N/A
4 Alicia Baldwin	Unsupervised	Battery 9/23/14 12 months	1.7% convenience fee charged for some payments (likely online payments), though this charge is not included in the contract's schedule of fees. Probationer goes non-reporting 3/11/15 after completing all conditions; however, case notes and Non-Reporting Acknowledgment Form signed by probationer say nothing about the court's "Stay away" order.	Rules 503-1-.22(f) & .30: Ensure all fees, including convenience fees, are included in the service contract or in a written court order. Rule 503-1-.23(g): Supervise "stay away" orders and document this within case notes.
5 Adam Broich	Unsupervised	Fleeing 12/10/12 36 months	Probationer tests positive for THC 5/16/13, admits to drug use on 5/5/13, and is directed by the PO to complete an additional 50 hours of community service. No indication this sanction was approved by the court. Probationer signed waiver of right to a revocation hearing.	Rule 503-1-.23(g): Secure a court order before adding any additional requirements to the case.

6 Michelle Denny	Warrant	Shoplifting 8/25/14 12 months	Appropriately Supervised.	N/A
7 Cody Gable	Warrant	False Name 6/5/2014 24 months	Appropriately Supervised.	N/A
8 Cody Horne	Warrant	Trespass 8/19/14 12 months	\$35 Lab Screen fees were assessed (in addition to \$16 Drug Screen fees) on 9/16/14, 3/23/15, and 4/7/15. This fee is not included in the contract's schedule of fees.	Rules 503-1-.22(f) & .30: Ensure all fees, including fees for lab screens, are included in the service contract or in a written court order.
9 Joshua Powell	Warrant	Obstruct, Fleeing 11/8/12 48 months	No case note entries are made until 4/22/13 (5 months into case): PO notes sending letters to the probationer on 4/26/13 and 4/29/13. No notes indicating whether probationer was still in custody at that time.	Rule 503-1-.23(g): Avoid gaps in case notes; Document periods where the probationer is incarcerated within case notes
10 Gregory Childers	Completed	Forgery 3/19/13 12 months	Case list and case file indicates case 13-CR-409B remained open, with outstanding Public Defender fees, until April 2015 (1 year after case expired). Case should have been closed unsuccessful in March 2014.	Rules 503-1-.23(g),(h) & .28: Ensure cases are correctly reported to the court and DCS. Close cases promptly upon expiration.
11 Cynthia Hoskins	Completed	Reckless Dr. 5/15/14 12 months	Appropriately Supervised.	N/A
12 Nevin Bradford	Terminated	Reckless Dr. 3/27/14 12 months	Appropriately Supervised.	N/A
13 Dylan Criswell	Terminated	Battery 6/20/13 24 months	Appropriately Supervised.	N/A
14 Larry Robinson	Terminated	Theft 8/28/14 12 months	Appropriately Supervised.	N/A
15 Richard Walker	Terminated	Battery (FV) 10/10/13 24 months	Appropriately Supervised.	N/A

HENRY STATE COURT				
16 Barnes, Jason	Active	DUI, Speeding 5/5/15 24 months	Probationer charged \$15 Drug Screen fee, which is not listed in the contract's schedule of fees.	Rules 503-1-.22(f) & .30: Ensure all fees, including fees for drug screens, are included in the service contract or in a written court order.
17 Beard, Duncan	Active	Reckless Dr., Fleeing 4/2/14 36 months	6/23/15 Petition for Revocation served to probationer on the same day of the hearing. 8/4/14 Petition for Revocation served the day before the hearing. No waiver of reasonable notice signed by probationer. <i>Sentinel explained that the court advises each probationer of his/her right to notice prior to revocation hearings.</i>	Best Practice: Utilize a formal Waiver of Notice if the petition is served within 72 hours of the hearing.
18 Berry, Robert	Active	Speeding 7/7/15 12 months	Appropriately Supervised.	N/A
19 Johnson, Kenio	Active	VGCSA 7/2/15 12 months	Appropriately Supervised.	N/A
20 Aboytes, Joaquin	Unsupervised	No License 9/23/14 12 months	Appropriately Supervised.	N/A
21 Amador, Oscar	Unsupervised	Susp. License 9/19/14 12 months	Appropriately Supervised.	N/A
22 Baker, Carolyn	Unsupervised	DUI, Container 4/10/14 24 months	Appropriately Supervised.	N/A
23 Barlow, Sheila	Unsupervised	DUI, Maintain Lane 10/19/14 24 months	Appropriately Supervised.	N/A
24 Bass, Gary	Warrant	VGCSA 11/6/14 12 months	Probationer charged a \$15 Drug Screen Confirmation fee and a convenience fee (totaling \$1.13), though neither fee is listed in the contract's schedule of fees.	Rules 503-1-.22(f) & .30: Ensure all fees, including drug screen confirmation fees and convenience fees, are included in the service contract or in a written court order.
25 Hammonds, Sieta	Warrant	Forgery 5/31/13 24 months	Appropriately Supervised.	N/A
26 Hicks, Libba	Warrant	Susp. License 1/15/14 24 months	Appropriately Supervised.	N/A

27 Jenkins, Theodore	Warrant	Fraud 11/7/13 24 months	Appropriately Supervised.	N/A
28 Johnson, Shawn	Warrant	Reckless Dr. 4/14/11 12 months	Appropriately Supervised.	N/A
29 Billingslea, Bahja	Completed	VGCSA 5/28/14 12 months	Appropriately Supervised.	N/A
30 Booth, Jessie	Completed	No Insurance 6/19/14 12 months	Appropriately Supervised.	N/A
31 Keller, Damonte	Completed	No Insurance 2/19/15 12 months	Appropriately Supervised.	N/A
32 Kotch, Katie	Completed	VGCSA 7/29/14 12 months	Appropriately Supervised.	N/A
33 Bigby, Vincent	Terminated	Forgery 9/10/14 12 months	Appropriately Supervised.	N/A
34 Harrell, Jackie	Terminated	TBT 8/20/14 12 months	Appropriately Supervised.	N/A
35 Holloway, Stephen	Terminated	DUI, Susp. License 2/21/13 36 months	Appropriately Supervised.	N/A
36 Kerlin, Billy	Terminated	False Name 2/21/13 24 months	Appropriately Supervised.	N/A
37 Pringle, Akeem	Terminated	VGCSA 6/20/14 12 months	Appropriately Supervised.	N/A
BARROW PROBATE COURT				
38 Angela Eddings	Active	DUI 4/28/15 12 months	Appropriately Supervised.	N/A
39 Jeremy Hall	Active	Speeding 5/12/15 12 months	Appropriately Supervised.	N/A
40 Benjamin Pennington	Warrant	Fail to Yield 9/23/14 12 months	Appropriately Supervised.	N/A

41 Dazie Sexton	Warrant	Improp. Turn 8/26/14 12 months	Probationer tests positive for THC 3/6/15 and PO directs her to get a substance abuse evaluation and to complete an additional 40 hours community service work. No indication this sanction was approved by the court. Probationer signed the sanction, admitting to the violation, and waiving her right to a revocation hearing.	Rule 503-1-.23(g): Secure a court order before adding any additional requirements to the case.
42 Ethern Wilburn	Warrant	Improp. Turn 8/26/14 12 months	Appropriately Supervised.	N/A
43 Maria Ramos	Completed	Susp. License 7/15/14 12 months	Appropriately Supervised.	N/A
44 Richard Watson	Completed	Reckless Dr. 4/29/14 12 months	Probationer tests .01 blood alcohol content 9/19/14 and the PO directs him to complete 1 weekend in jail. Order signed by judge 9/23/14. Probationer signed the sanction, admitting to the violation, and waiving his right to a revocation hearing.	N/A
45 Tyler Godwin	Terminated	VGCSA 7/15/14 12 months	Appropriately Supervised.	N/A
46 Michael Morris	Terminated	DUI, Susp. License 4/23/14 36 months	Appropriately Supervised.	N/A
47 Eric Sims	Terminated	DUI 4/15/14 12 months	Appropriately Supervised.	N/A

WHITE PROBATE COURT				
48 Marianne Ligocki	Active (7/11/16)	Susp. License 7/8/15 12 months	<p>Probationer sentenced for Driving without a license. No condition about abstaining from drugs/alcohol or submitting to drug screens. PO conducted random drug screen 7/23/15 and probationer tests positive for THC. Tested 3 more times, all negative.</p> <p>Contract only directs drug testing where drug related problems are indicated by the court. (See contract page 3, paragraph 5).</p> <p>Probationer charged a \$15 Drug Screen fee and \$20 Confirmation fee which are not listed in the contract's schedule of fees.</p>	<p>Rule 503-1-.23(g) & .30: Do not conduct drug screens unless required by court sentence or discretion has been granted in court service contract.</p> <p>Rules 503-1-.22(f) & .30: Ensure all fees, including drug screen fees and confirmation fees, are included in the service contract or in a written court order.</p>
49 Michael Myers	Active (7/11/16)	DUI 7/8/15 12 months	Appropriately Supervised.	N/A
50 Rita Sanders-Luse	Completed (7/11/16)	Susp. License 3/12/14 12 months	<p>Sentence doesn't indicate drug screens are required.</p> <p>Probationer drug tested 3/19/14, 7/7/14, 9/24/14, and 12/15/14: all screens are negative. Closed March 2015.</p>	Rule 503-1-.23(g) & .30: Do not conduct drug screens unless required by court sentence or discretion has been granted in court service contract.
51 William Stepp	Terminated (7/11/16)	No License 3/12/14 12 months	<p>Sentence doesn't indicate drug screens are required.</p> <p>Probationer drug tested 5/30/14. 6 random screens scheduled. Closed April 2015.</p>	Rule 503-1-.23(g) .30: Do not conduct drug screens unless required by court sentence or discretion has been granted in court service contract.
GWINNETT RECORDER'S COURT				
52 Ahmed, Yasin	Active (3/7/16)	Stop Sign 10/22/15 12 months	Probationer was charged convenience fees for some payments, though this fee is not listed in the contract's schedule of fees.	Rules 503-1-.22(f) & .30: Ensure all fees, including convenience fees, are included in the service contract or in a written court order.
53 Estaban-Velazco, Margarito	Active (3/7/16)	Exp. Tag 7/17/15 12 months	Appropriately Supervised.	N/A

54 Gilbert, Wilfredo	Active (3/7/16)	Reckless Dr. 2/3/15 24 months	Appropriately Supervised.	N/A
55 Marroquin, Arturo	Active (3/7/16)	Lane Change 3/16/15 12 months	Appropriately Supervised.	N/A
56 Morgado, Cindy	Active	DUI 10/14/14 12 months	Appropriately Supervised.	N/A
57 Morris, Nicholas	Active	Susp. License 9/4/14 12 months	03/11/15 Violation letter warns "Failure to report will result in a warrant for your arrest."	Best Practice: Avoid asserting authority to issue a warrant.
58 Moya, Juan	Active	DUI 1/28/15 12 months	Appropriately Supervised.	N/A
59 Oldham, Curtis	Active	No License 9/12/14 12 months	05/14/15 petition for revocation served the day of hearing. No waiver of "reasonable notice" included in file. <i>Sentinel explained that the court advises each probationer of his/her right to notice prior to revocation hearings.</i>	Best Practice: Utilize a formal Waiver of Notice if the petition is served within 72 hours of the hearing.
60 Rivas, Giselle	Active (3/7/16)	Child Restraint 1/27/16 6 months	Appropriately Supervised.	N/A
61 Perez-Aljuc, Heather	Pay-Only (3/7/16)	Susp. License 12/23/15 12 months	Appropriately Supervised.	N/A
62 Riggins, Rodney	Pay-Only (3/7/16)	Susp. License 8/3/15 12 months	Appropriately Supervised.	N/A
63 Sampler, Joshua	Pay-Only (3/7/16)	No License 12/29/15 12 months	Appropriately Supervised.	N/A
64 Tolbert, Andrea	Pay-Only (3/7/16)	Susp. License 12/1/15 12 months	Appropriately Supervised.	N/A
65 Williams, Theodore	Pay-Only (3/7/16)	No License 1/15/16 12 months	Appropriately Supervised.	N/A
66 Howard, Victoria	Unsupervised	DUI 5/4/15 12 months	Appropriately Supervised.	N/A
67 Hurt, Keion	Unsupervised	DUI 5/28/14 12 months	Appropriately Supervised.	N/A
68 Jones, Deana	Unsupervised	DUI 8/25/14 12 months	Appropriately Supervised.	N/A
69 Kenny, John	Unsupervised	DUI 5/28/14 12 months	Appropriately Supervised.	N/A

70 Fragoso, Miguel	Warrant	DUI 4/13/15 12 mos	Appropriately Supervised.	N/A
71 Simmons, Cynthia	Warrant	DUI 6/13/06 12 mos	Case ordered closed per 12/2/14 court order to immediately close all cases that expired due to Glover v. Sentinel. Case closed on 8/24/15, after case requested by DCS 8/11/15.	Rule 503-1-.23(g): Ensure standing court orders are complied with in a timely manner.
72 Solorzano, Alfredo	Warrant	DUI 9/19/05 12 mos	Case ordered closed per 12/2/14 court order to immediately close all cases that expired due to Glover v. Sentinel. Case closed on 8/24/15, after case requested by DCS 8/11/15.	Rule 503-1-.23(g): Ensure standing court orders are complied with in a timely manner.
73 Tovar, Jose	Warrant	Susp. License 12/13/13 12 mos	Case ordered closed per 12/2/14 court order to immediately close all cases that expired due to Glover v. Sentinel. Case closed on 8/24/15, after case requested by DCS 8/11/15.	Rule 503-1-.23(g): Ensure standing court orders are complied with in a timely manner.
74 Walker, Brendyn	Warrant	VGCSA 12/30/14 12 mos	Appropriately Supervised.	N/A
75 Cavener, John	Completed	Reckless Dr. 7/24/14 12 mos	Appropriately Supervised.	N/A
76 Chou, Esther	Completed	DUI 5/19/14 12 mos	Appropriately Supervised.	N/A
77 Crooks, Christopher	Completed	Susp. License 8/25/14 12 mos	Appropriately Supervised.	N/A
78 Fincher, Patrick	Completed	DUI 4/25/13 12 mos	Officer directs the probationer to perform Remote Alcohol Testing, though this was not ordered by the court. The contract only allows electronic monitoring where indicated by the court.	Rule 503-1-.23(g) .30: Do not conduct electronic monitoring unless required by court sentence or discretion has been granted in court service contract.
79 Mattox, Jennifer	Terminated	DUI, Container 11/14/02 24 months	Appropriately Supervised.	N/A
80 Mayorguin, Joel	Terminated	DUI 3/20/06 12 months	Closed by 12/2/2014 order on 6/10/15.	N/A
81 McDaniel, William	Terminated	Susp. License 12/4/02 12 months	Closed by 12/2/2014 order on 4/29/15.	N/A
82 Mejia, Hector	Terminated	DUI 3/4/14 12 months	Closed 4/29/15 due to expiration.	N/A

83 Perez, Bertin	Terminated	DUI 5/24/04 12 months	Closed by 12/2/2014 order on 4/14/15.	N/A
ATLANTA MUNICIPAL COURT				
84 Adams, Stacey	Active (Pay-Only) (3/7/16)	Improp. Turn 7/27/15 12 months	Probationer charged a convenience fees on some payments, though this is not listed in the contract's schedule of fees. Probationer charged a \$20 enrollment fee; however contract only authorizes this fee where the case is paid in full within 30 days.	Rules 503-1-.22(f) & .30: Ensure all fees, including enrollment and convenience fees, are collected in accordance with the service contract and/or written court orders.
85 Alston, Monica	Active (Pay-Only) (3/7/16)	Speeding 10/30/15 11 months	Probationer charged a \$20 enrollment fee; however contract only authorizes this fee where the case is paid in full within 30 days. E-mails to probationer state a warrant will be issued if the probationer fails to report.	Rules 503-1-.22(f) & .30: Ensure all fees, including enrollment fees, are collected in accordance with the service contract and/or written court orders. Best Practice: Avoid asserting authority to issue a warrant.
86 Burkhead, Laurie	Active (3/7/16)	Improp. Turn 9/17/15 12 months	Appropriately Supervised.	N/A
87 Cumberland, Jatia	Active (3/7/16)	Too Close 1/11/16 6 months	Appropriately Supervised.	N/A
88 Fielding, Julian	Active	Susp. License 8/28/14 12 months	No notes between 10/16/14 and 3/5/15 (almost 5 month gap). Probationer made occasional payments, but arrears and failures to report/pay were not addressed.	Rule 503-1-.23(g): Avoid gaps in case notes.
89 Finley, Racheal	Active	Too Close 7/10/15 12 months	Sentenced for Following Too Close, no special conditions given, may terminate early. Listed as Active status, but may be Pay-Only per OCGA 42-8-103.	OCGA 42-8-103: Assume cases with no special conditions, which allow early termination, are Pay-Only.
90 Gabrielle Flagg	Active	Reckless Dr. 12/15/14 12 months	Appropriately Supervised.	N/A

91 Britney Hall	Active	Susp. License 12/12/14 12 months	No notes between 3/5/15 and 7/30/15 (4 month gap).	Rule 503-1-.23(g): Avoid gaps in case notes.
92 Tippy Hamil	Active	Alcohol by Pack. Store 6/16/15 6 months	Appropriately Supervised.	N/A
93 Richards, Shannon	Active (Pay-Only) (3/7/16)	No Tag 1/29/16 6 months	Probationer charged a \$20 enrollment fee; however contract only authorizes this fee where the case is paid in full within 30 days.	Rules 503-1-.22(f) & .30: Ensure all fees, including enrollment fees, are collected in accordance with the service contract and/or written court orders.
94 Beasley, Steve	Pay-Only (3/7/16)	No License 9/28/15 12 months	Appropriately Supervised.	N/A
95 Bello Romero, Luis	Pay-Only (3/7/16)	No License 2/25/16 6 months	Probationer charged a \$20 enrollment fee; however contract only authorizes this fee where the case is paid in full within 30 days.	Rules 503-1-.22(f) & .30: Ensure all fees, including enrollment fees, are collected in accordance with the service contract and/or written court orders.
96 Jamerson, Jimmy	Pay-Only (3/7/16)	Traffic Device 9/15/15 12 months	Concurrent standard case beginning 8/7/15. Case notes contain errors and inconsistencies: 9/9/15 entry states "defendant was drug screened (if applicable)"; 12/31/15 entry states probationer is \$2,802 in arrears, but probationer was only required to have paid \$1,264 according to payment schedule.	Rule 503-1-.23(d) & (g): Ensure probationers are given accurate information regarding their case; ensure case note entries are clear and accurate.
97 Mackie, Kayla	Pay-Only (3/7/16)	Exp. License 11/18/15 12 months	Concurrent standard case. Appropriately Supervised.	N/A
98 Yanique Bariffe	Unsupervised	Reckless Dr. 8/10/14 12 months	Appropriately Supervised.	N/A
99 Theodore Day	Unsupervised	DUI 11/4/14 12 months	Appropriately Supervised.	N/A

100 Christopher Festa	Unsupervised	Reckless Dr. 9/25/12 36 months	Appropriately Supervised.	N/A
101 Joe Armbruster	Tolled	Urination 5/5/14 6 months	Warrant and tolling order 10/14/2014. Expired 11/5/15 but not terminated until 8/9/15 (9 month delay in closing case).	Rule 503-1-.23(g): Ensure expired cases are dismissed in a timely manner.
102 Elijah Armstrong	Tolled	No License 3/14/14 12 months	Warrant and tolling order 11/7/14 citing 42-8-36. Case expired 3/14/2015. Case terminated 8/11/15 per court order and Supreme Court on same day as DCS case request (5 month delay in closing case).	Rule 503-1-.23(g): Ensure expired cases are dismissed in a timely manner.
103 Robert Austin	Tolled	Shoplifting 3/24/14 6 months	Warrant and tolling order 6/10/14. Case would be expired as of November 2014 Supreme Court ruling. Case terminated 8/11/15 per court order and Supreme Court on same day as DCS case request (9 month delay in closing case).	Rule 503-1-.23(g): Ensure expired cases are dismissed in a timely manner.
104 Jerry Bailey	Tolled	Indecency 5/5/14 6 months	Warrant and tolling order 10/9/14. Case would be expired as of November 2014 Supreme Court ruling. Case terminated 8/11/15 per court order and Supreme Court on same day as DCS case request (9 month delay in closing case).	Rule 503-1-.23(g): Ensure expired cases are dismissed in a timely manner.
105 Phillip Banks	Tolled	Susp. License 10/17/13 12 months	Probationer advised 7/25/14 that a warrant would be issued if payment was not made by the deadline. Warrant and tolling order 9/25/14. Case would be expired as of November 2014 Supreme Court ruling. Case terminated 8/11/15 per court order and Supreme Court on same day as DCS case request (9 month delay in closing case).	Best Practice: Avoid asserting authority to issue a warrant. Rule 503-1-.23(g): Ensure expired cases are dismissed in a timely manner.
106 Quansherrie Bass	Warrant	Lane Change 7/15/14, 12 months	Case terminated 9/25/15. Appropriately Supervised.	N/A
107 Adrien Brown	Completed	Traffic Device 4/1/15 6 months	Appropriately Supervised.	N/A

108 Willie Brown	Completed	Cross-Walk 3/31/15 12 months	Appropriately Supervised.	N/A
109 Ashley Bullard	Completed	Speeding 3/18/15 12 months	Appropriately Supervised.	N/A
110 Ramon Cano	Completed	Maintain Lane 3/31/15 12 months	Appropriately Supervised.	N/A
111 Alexia Christian	Completed	No License 4/20/15 24 months	Appropriately Supervised.	N/A
112 Shaka Johnson	Terminated	Reckless Manner 12/1/14 6 months	Appropriately Supervised.	N/A
113 Kenny Lasean	Terminated	Drinking 11/5/14 5 months	Sentenced to 5 months Case incorrectly entered in case management system as a 6 month sentence.	Rule 503-1-.23(g): Ensure cases are managed according to court sentence. Bring sentencing errors to the court's attention.
114 Felipe Lopez	Terminated	Reckless Dr. 5/7/14 12 months	No notes between 6/2/14 and 10/3/14 (4 month gap).	Rule 503-1-.23(g): Avoid gaps in case notes.
115 George Manson	Terminated	Dis. Conduct 12/1/14 6 months	Appropriately Supervised.	N/A
116 Erica Maxwell	Terminated	Too Close 5/14/14 12 months	Appropriately Supervised.	N/A
117 Ivan Molina	Terminated	Bike - Right Side 8/5/14 6 months	Appropriately Supervised.	N/A

Findings, Recommendations & Best Practices

Finding 1: Contracts

Staff found the following contacts were either inactive or missing at least one element required by uniform contract standards.

Houston Superior:	May be Inactive (Renews annually for 6 month terms)
Houston State:	May be Inactive (Renews annually for 6 month terms)
Richmond Magistrate:	Staffing levels not addressed
Gwinnett Recorder's:	Bonding of Probation Staff not addressed
Arcade Municipal:	May be Inactive (No notice of renewal after April 2016 expiration)
Atlanta Municipal:	Bonding of Probation Staff not addressed
Dillard Municipal:	Employee Background Checks and Qualifications not addressed
Gainesville Municipal:	Staffing Levels not addressed
Kingsland Municipal:	Bonding, Staffing Levels, Indigency, Revocations, Default not addressed
Register Municipal:	Employee Background Checks and Qualifications not addressed

Recommendation 1: Rule 503-1-.22(f)

Ensure each court served has an active contract by July 1, 2017. Ensure all contracts meet DCS contract standards (outlined at Rule 503-1-.22(f)) by January 1, 2018.

Finding 2: Special Conditions - "Stay Away" Orders

In some cases reviewed, case notes did not address the court's "Stay Away" orders beyond noting simply "probationer understands all conditions."

- 1) K. Caldwell
- 4) A. Baldwin

Recommendation 2: Rule 503-1-.23(g)

To ensure quality case management, address each special condition of probation on a regular basis and document the officer's efforts within case notes. Particular attention should be given to ongoing conditions when cases are placed on unsupervised probation.

Finding 3: Unlisted Fee Amounts

For each of the five caseloads reviewed, Sentinel collected one or more fees which do not specifically appear within either the service contract or the court sentence. While staff notes the convenience fee is paid by the probationer directly to Sentinel's third-party vendor for online payments, this fee (for payment services offered by Sentinel) must nonetheless be authorized by the governing authority and the court. Staff also notes the Atlanta Municipal Court contract authorizes a \$20 administrative fee; however, the contract only explicitly authorizes this fee for Pay-Only cases which pay in full within 30 days of sentencing.

Barrow Superior:	Convenience Fee, \$35 Lab Screen
Henry State:	Convenience Fee, \$15 Drug Screen, \$15 Drug Screen Confirmation
White Probate:	\$15 Drug Screen, \$20 Drug Screen Confirmation
Gwinnett Recorder's:	Convenience Fee
Atlanta Municipal:	Convenience Fee, \$20 Enrollment fee for all Pay-Only cases

Recommendation 3: Rules 503-1-.22(f) &.30

Ensure all fees are included within, and collected in accordance with, either the court contract or a court order. Consult with the courts to determine if probationers are due refunds.

Finding 4: Added Special Conditions of Probation

In some cases, Sentinel added additional conditions (such as community service hours or drug/alcohol evaluations) as a sanction for technical violations of probation. The probationers waived their right to a hearing, but no modification order was obtained from the court. Sentinel advised that, as of 2015, modification orders are obtained for all added conditions.

5) A. Broich

41) D. Sexton

Recommendation 4: Rule 503-1-.23(g)

To ensure professional execution of the court sentence, secure modification orders from the court for any additional conditions.

Finding 5: Documentation - Gaps and Errors

Some cases reviewed included gaps in documentation ranging from 4 to 5 months. At least one case reviewed also included incorrect arrear amounts.

9) J. Powell

88) J. Fielding

91) B. Hall

96) J. Jamerson (Incorrect information provided to probationer)

114) F. Lopez

Recommendation 5: Rule 503-1-.23(d),(g)

Ensure cases are monitored appropriately and probationers are provided with accurate information. Maintain regular and accurate case notes for all cases.

Finding 6: Reported Status - Successful vs. Unsuccessful

DCS staff found one case that expired with a condition outstanding that was left open for another year before being closed "Completed" (or Successful) despite the condition never being completed.

10) G. Childers

Recommendation 6: Rules 503-1-.23(g),(h)

Close cases promptly upon expiration. Probationers who fail to complete all conditions of probation within the term of supervision should be reported as Closed Unsuccessful.

Finding 7: Pay-Only Definition

In one case reviewed, the sentence included no special conditions and stipulated that the case should early terminate upon payment. The probation officer assumed this case called for standard supervision, as opposed to Pay-Only supervision, though this was not indicated on the court sentence.

89) R. Finley

Recommendation 7: OCGA 42-8-103(a)

Unless the court sentence expresses otherwise, assume all cases with no special conditions that allow for early termination should be classified as Pay-Only.

Finding 8: Delays in Closing Expired Warrant Cases

A number of warrant cases were determined to be expired per the Georgia Supreme Court's November 2014 ruling in *Sentinel v. Glover et al.* but remained open in warrant status up to another 8 or 9 months before being closed. In Gwinnett County Recorder's Court (cases 71-73), these delays occurred despite a December 2, 2014 order to close such cases "immediately." Sentinel advised that, while it took several months to close all applicable cases, the warrants associated with those cases were recalled immediately. Sentinel also advised that Atlanta Municipal warrants (cases 101-105) were dismissed unilaterally by the court.

- 71) C. Simmons
- 72) A. Solorzano
- 73) J. Tovar
- 101) J. Armbruster
- 102) E. Armstrong
- 103) R. Austin
- 104) J. Bailey
- 105) P. Banks

Recommendation 8: Rule 503-1-.23(g)

Ensure cases are closed within a reasonable time of determining them to be expired. Make all efforts to comply with court directives in a timely manner. Continue to review caseloads for any cases deemed to be expired by the sentencing court(s).

Finding 9: Unauthorized Services/Fees

In some cases probationers were charged fees for services not ordered by the court or authorized by contract. In White County Probate Court cases, probationers were drug tested despite not being identified by the court as having drug or alcohol related problems. Sentinel advised this was done at the direction of the court, but agreed this should have been documented within the court sentence. In one Gwinnett County Recorder's Court case, Sentinel performed remote alcohol testing without a court order. And in Atlanta Municipal Court cases, a \$20 administrative fee was assessed on Pay-Only

- 48) M. Ligocki (White Probate - Drug Screens not ordered)
- 50) R. Sanders-Luse (White Probate - Drug Screens not ordered)
- 51) W. Stepp (White Probate - Drug Screens not ordered)
- 78) P. Fincher (Gwinnett Recorder's - Remote Alcohol Testing not ordered)

Recommendation 9: Rules 503-1-.23(g), .30

Ensure all services and fees are ordered by the court or authorized by the service contract. Consult with the courts to determine if probationers should be given refunds.

Finding 10: Case Entry Error

In one case, the term of probation within the case management system (6 months) did not match the court sentence (5 months).

- 113) K. Lasean

Recommendation 10: Rule 503-1-.23(g)

Ensure each case is managed according to the court sentence. Bring errors within court sentences to the courts' attention for correction.

Best Practices:

1. Utilize a formal Waiver of Notice if the petition is served within 72 hours of the hearing.
2. Avoid asserting authority to issue a warrant.

Shawn DeVaney
Compliance Monitor
Department of Community Supervision

Exhibit I

Rittenhouse, Natalie

From: Tim Lewis <tlewis@sentineladvantage.com>
Sent: Thursday, September 08, 2016 12:59 PM
To: Shepard, Ryan
Subject: FW: Standing Order
Attachments: Atlanta - Standing Order - September 2016.doc

Good afternoon Ryan,

Touching base to see if there's been progress with this item.

Thanks for your assistance.

Tim

From: Mark Contestabile [mailto:mcontestabile@sentineladvantage.com]
Sent: Tuesday, September 06, 2016 8:41 AM
To: CTPortis@AtlantaGa.Gov; rishepard@atlantaga.gov
Cc: Tim Lewis
Subject: Standing Order

Good Morning Mr. Shepard,

I hope you had a good weekend.

Per our meeting last week Sentinel has provided the documents we discussed for your review and execution.

The first document is the attached Standing Order. If this order may be signed and returned it would be greatly appreciated as we have a deadline to respond to the Department of Community Supervision.

The second item that was requested was a list of staff members and their job titles. If there is anything else related to those positions which you would like us to provide please let me know.

- Petrina Mason- Court Services Manager
- Ayante Hester- Court Services Officer
- Leo Merritt - Court Services Officer
- John Goodlet - Court Services Officer
- Brittany Woods - Court Services Officer
- Tregina Phillips - Court Services Officer
- Tanzania Fowler - Court Services Officer
- Franklin Johnson- Court Services Officer

Thank you
Mark

**IN THE MUNICIPAL COURT OF ATLANTA
STATE OF GEORGIA**

STANDING ORDER

IN RE: Payment Transactions and Fees

WHEREAS IT IS HEREBY CONSIDERED, ACKNOWLEDGED, ORDERED AND ADJUDGED, the Court entered into an Agreement effective January 29, 2013, contract number FC-5440 which incorporates the Request for Proposal response submitted by Sentinel Offender Services, whereby Sentinel agreed to provide probation services to the Municipal Court of Atlanta.

Included in the Agreement is the description of payment transaction methods available to the probationer for payment of court imposed financial obligations, furthermore, included therein is the proposed service fee schedule which includes a one-time twenty dollar administration fee on cases defined as Pay Only,

The Agreement acknowledges that the probation service provider will accept credit and/or debit cards as a means of payment for any court ordered obligations. The Court acknowledges the credit card processing company charges a reasonable transaction fee to the probationer if the probationer chooses to pay by credit or debit card. The Court acknowledges the probationer also has the option to pay by cash, money order or certified check. The Court further acknowledges that the credit card transaction processing fee is not charged by or retained by the Court's probation service provider. Furthermore, the Agreement acknowledges and approves the administrative fee as described and acknowledges that if a probationer satisfies their financial obligations within the first thirty days of probation, no probation supervision fees will be assessed on a case defined as Pay Only. Probation supervision fees will begin after the first 30 days of supervision and will be assessed monthly not to exceed three months of supervision fees.

NOW THEREFORE, this Standing Order shall be filed with the Clerk of Court and remain in effect with respect to all cases until further order of this Court.

SO ORDERED, this _____ day of _____, 2016

BY: _____
Calvin S. Graves, Chief Judge
Municipal Court of Atlanta

Rittenhouse, Natalie

From: Tim Lewis <tlewis@sentineladvantage.com>
Sent: Tuesday, September 13, 2016 4:38 PM
To: Shepard, Ryan
Subject: Re: Standing Order

Hey Ryan,

Any word on this item?

Thanks.

Tim

Sent from my iPhone

On Sep 12, 2016, at 9:59 AM, Shepard, Ryan <RLShepard@AtlantaGa.Gov> wrote:

Mark-- the order is waiting approval from the Chief Judge. I'll put in a follow-up call to him to be sure we get this turned around today.

-Ryan

Ryan Shepard
Municipal Court of Atlanta
P: 404.954.6711
M: 404.823.2188
F: 404.739.3396
rlshepard@atlantaga.gov

From: Mark Contestabile
Sent: Friday, September 9, 2016 4:06 PM
To: Shepard, Ryan
Cc: Tim Lewis
Subject: Standing Order

Good Afternoon Mr. Shepard,

Prior to the end of the week I was hoping to get an update from you on the Standing order that we presented on Monday.

I apologize for continuing to have to ask, however Monday is the day we have to compile our response and we were hoping to include the order.

We would appreciate any information you could provide.

Thank you and I hope you have a good weekend

Mark

Rittenhouse, Natalie

From: Tim Lewis <tlewis@sentinelandvantage.com>
Sent: Thursday, September 15, 2016 7:39 AM
To: Shepard, Ryan
Subject: Re: Standing Order

Thanks Ryan, greatly appreciated. We will advise the auditor.

Can you have it scanned to me Monday or should I come pick up a copy?

Sent from my iPhone

On Sep 15, 2016, at 4:42 AM, Shepard, Ryan <RLShepard@AtlantaGa.Gov> wrote:

The request has been approved by the Chief Judge. However, he is offsite and has advised that he will sign upon his return Monday.

-Ryan

From: Tim Lewis [<mailto:tlewis@sentinelandvantage.com>]
Sent: Tuesday, September 13, 2016 4:38 PM
To: Shepard, Ryan
Subject: Re: Standing Order

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Ryan Shepard
Municipal Court of Atlanta
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M: 404.823.2188
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Rittenhouse, Natalie

From: Tim Lewis <tlewis@sentineladvantage.com>
Sent: Thursday, September 15, 2016 9:55 AM
To: Shepard, Ryan
Subject: RE: Standing Order

Good deal.

Thanks for the assistance and support.

From: Shepard, Ryan [mailto:RLShepard@AtlantaGa.Gov]
Sent: Thursday, September 15, 2016 9:29 AM
To: Tim Lewis
Subject: RE: Standing Order

I can absolutely have it scanned over.

-Ryan

From: Tim Lewis [mailto:tlewis@sentineladvantage.com]
Sent: Thursday, September 15, 2016 7:39 AM
To: Shepard, Ryan
Subject: Re: Standing Order

Thanks Ryan, greatly appreciated. We will advise the auditor.

Can you have it scanned to me Monday or should I come pick up a copy?

Sent from my iPhone

On Sep 15, 2016, at 4:42 AM, Shepard, Ryan <RLShepard@AtlantaGa.Gov> wrote:

The request has been approved by the Chief Judge. However, he is offsite and has advised that he will sign upon his return Monday.

-Ryan

From: Tim Lewis [mailto:tlewis@sentineladvantage.com]
Sent: Tuesday, September 13, 2016 4:38 PM
To: Shepard, Ryan
Subject: Re: Standing Order

Hey Ryan,
Any word on this item?

Thanks.

Tim

Sent from my iPhone

On Sep 12, 2016, at 9:59 AM, Shepard, Ryan <RLShepard@AtlantaGa.Gov> wrote:

Mark-- the order is waiting approval from the Chief Judge. I'll put in a follow-up call to him to be sure we get this turned around today.

-Ryan

Ryan Shepard

Municipal Court of Atlanta

P: 404.954.6711

M: 404.823.2188

F: 404.739.3396

rlshepard@atlantaga.gov

From: Mark Contestabile

Sent: Friday, September 9, 2016 4:06 PM

To: Shepard, Ryan

Cc: Tim Lewis

Subject: Standing Order

Good Afternoon Mr. Shepard,

Prior to the end of the week I was hoping to get an update from you on the Standing order that we presented on Monday.

I apologize for continuing to have to ask, however Monday is the day we have to compile our response and we were hoping to include the order.

We would appreciate any information you could provide.

Thank you and I hope you have a good weekend

Mark

From: Mark Contestabile <mcontestabile@sentineladvantage.com>
Sent: Monday, September 19, 2016 2:06 PM
To: Shepard, Ryan
Cc: Tim Lewis; Portis, Christopher T.
Subject: Meeting Request

Mr. Shepard,

We would like to see if we could get on your and Judge Portis' schedule for Wednesday of this week for a quick meeting? Our meeting would be for purposes of:

- Getting an update from you and Judge Portis related to last week's meetings with the judges
- For Sentinel to provide yourself and Judge Portis with our thoughts related to the upcoming contract renewal
- Picking up the Standing Order from our previous meeting

If your schedules permits we would appreciate any time the two of you have available.

Thank you

Mark

Rittenhouse, Natalie

From: Tim Lewis <tlewis@sentineladvantage.com>
Sent: Monday, September 26, 2016 2:55 PM
To: Shepard, Ryan
Subject: RE: Standing Order adn meeting request

Ryan,

I haven't received this, can you double check to see if it was sent by your staff or the judge's staff if that was who was to send it last week?

Also, any chance you gentlemen can meet tomorrow or Wednesday per the request Mark sent Sept 19? He is out of town Thursday and Friday and he'd really like to meet once more before he heads out.

Thanks,

Tim

From: Shepard, Ryan [mailto:RLShepard@AtlantaGa.Gov]
Sent: Thursday, September 15, 2016 9:29 AM
To: Tim Lewis
Subject: RE: Standing Order

I can absolutely have it scanned over.

-Ryan

From: Tim Lewis [mailto:tlewis@sentineladvantage.com]
Sent: Thursday, September 15, 2016 7:39 AM
To: Shepard, Ryan
Subject: Re: Standing Order

Thanks Ryan, greatly appreciated. We will advise the auditor.

Can you have it scanned to me Monday or should I come pick up a copy?

Sent from my iPhone

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The request has been approved by the Chief Judge. However, he is offsite and has advised that he will sign upon his return Monday.

-Ryan

From: Tim Lewis [mailto:tlewis@sentineladvantage.com]
Sent: Tuesday, September 13, 2016 4:38 PM
To: Shepard, Ryan
Subject: Re: Standing Order

Hey Ryan,

Any word on this item?

Thanks.

Tim

Sent from my iPhone

On Sep 12, 2016, at 9:59 AM, Shepard, Ryan <RLShepard@AtlantaGa.Gov> wrote:

Mark-- the order is waiting approval from the Chief Judge. I'll put in a follow-up call to him to be sure we get this turned around today.

-Ryan

Ryan Shepard
Municipal Court of Atlanta
P: 404.954.6711
M: 404.823.2188
F: 404.739.3396
rlshepard@atlantaga.gov

From: Mark Contestabile
Sent: Friday, September 9, 2016 4:06 PM
To: Shepard, Ryan
Cc: Tim Lewis
Subject: Standing Order

Good Afternoon Mr. Shepard,

Prior to the end of the week I was hoping to get an update from you on the Standing order that we presented on Monday.

I apologize for continuing to have to ask, however Monday is the day we have to compile our response and we were hoping to include the order.

We would appreciate any information you could provide.

Thank you and I hope you have a good weekend

Mark

From: Mark Contestabile <mcontestabile@sentineladvantage.com>
Sent: Wednesday, September 28, 2016 11:48 AM
To: Shepard, Ryan
Cc: Tim Lewis; Portis, Christopher T.
Subject: Standing Order

Mr. Shepard,

I left you a message earlier today and was hoping to drop by and pick up the Standing Order we have been discussing. Would it be ok for me to come by and pick up that order from you or your assistant today?

Thank you
Mark

From: Mark Contestabile <mcontestabile@sentineladvantage.com>
Sent: Wednesday, October 12, 2016 11:29 AM
To: Portis, Christopher T.
Cc: Mark Contestabile; Shepard, Ryan
Subject: Re: Standing Order

Thank you sir Ideally he will sign the draft we provided as it has already been mentioned to DCS as a possible resolution

Thank you
Mark

Sent from my iPhone

On Oct 12, 2016, at 11:26 AM, "Portis, Christopher T." <CTPortis@AtlantaGa.Gov> wrote:

We are waiting on word from the Chief. I'm expecting some direction when he completes his morning court calendar. Ryan or I will hopefully be able to update shortly. Thanks.

--

Chris Portis

On Oct 12, 2016, at 10:37 AM, Mark Contestabile <mcontestabile@sentineladvantage.com> wrote:

Judge Portis,

I was hoping to get update from you on the status of the orders addressing the credit cards and the Administrative fee. Should we anticipate those forthcoming today?

Again, thank you for your assistance as we simply try to assure DCS that Sentinel and the Court are on the same page.

Thank you
Mark

From: Portis, Christopher T. [<mailto:CTPortis@AtlantaGa.Gov>]
Sent: Monday, October 10, 2016 10:08 AM
To: Mark Contestabile; Shepard, Ryan
Cc: Graves, Calvin; Portis, Christopher T.
Subject: RE: Standing Order

Good morning Mark,

Thanks for your follow-up and I hope that you had a great weekend. As promised, we have circled the wagons so to speak on our end and will be sending a signed, written acknowledgement in one of the forms indicated below regarding the credit-card processing fees that are passed on to probationers as an incident of them using credit/debit cards to meet their obligations. We have been working on this up through

last night and the Chief is prepared to execute, however, he is out today and tomorrow on leave.

The cessation of credit/debit card transactions would extraordinarily impact our operation; most importantly, the probationers who have been making credit/debit payments that will be impacted mid-stream. While the option to pay by credit/debit card is a convenience, we believe that this option is an important component because it affords many probationers a way to satisfy their court related obligations with the least impact upon their day to day lives. This in turn results in a higher rate of compliance and a lower rate of court impact upon probationers. Consequently, it is our goal to continue this option for those who wish to use it.

My request this morning is two-fold: (1) give us until Wednesday morning 10a to provide you the written acknowledgement as the Chief will be able to physically execute by or before then; and (2) I have copied the Chief on this message – please provide a quick explanation regarding the requirements set forth by DCS necessitating this step.

As always, thank you for your cooperation and partnership with our organization.

Best regards,

--

Chris Portis

From: Mark Contestabile [<mailto:mcontestabile@sentineladvantage.com>]
Sent: Monday, October 10, 2016 8:47 AM
To: Shepard, Ryan
Cc: Portis, Christopher T.
Subject: Standing Order

Good Morning.

I just wanted to thank you for taking my call on Friday and let you know we appreciate your assistance in getting the credit card and admin fee addressed. As I mentioned, we have our response due on Wednesday so any documentation whether in the form of a Standing Order or Signed letter from the court that we could receive today or tomorrow would be appreciated.

If you have any questions please feel free to contact me on my cellular phone at 770-778-9214 as I will be out of the office this am.

Thank you
Mark

From: Mark Contestabile <mcontestabile@sentineladvantage.com>
Sent: Monday, October 10, 2016 12:00 PM
To: Portis, Christopher T.; Shepard, Ryan
Cc: Graves, Calvin; Tim Lewis
Subject: RE: Standing Order

Good morning Judge,

Thank you for the update regarding the requested Standing order and signatures. We appreciate the court addressing the Credit Card fee and the \$20 Administrative fee in the forthcoming Standing order /Correspondence.

The reason for this request stems from the Audits performed by the Department of Community Supervision (DCS). As you know, they have taken over for the County Municipal Probation Advisory Council and as part of their duties they audit both the private and public misdemeanor service providers. During our Audit by DCS they identified two items as "deficient" in our contract with your court that needed to be rectified.

First, DCS stated that the utilization of credit cards and the associated Convenience Fee was not specifically identified in the fee schedule nor listed on the court order. Sentinel is in the process of explaining to DCS that the Convenience Fees belong to the credit card processing company and further, that the utilization of the credit card is voluntary by the probationer and applied with approval of the court. Moreover we will be sharing with them the benefits of this service to the probationer as well as the Municipal Court, while relaying to them the impact discontinuation would have on the Municipal Court and the probationers themselves.

Second, DCS wanted further clarification regarding the \$20 Administrative Fee and its application. While DCS has recognized the \$20 Administrative Fee is approved in the contract with the Municipal Court, they think the language in the proposal is lacking detail on the day to day application. Sentinel is in the process of explaining the Administrative fee and its origination in the program, benefits to the probationer (financially less expensive), and demonstrating that the Court has accepted this application as part of the daily operations since implementation.

Therefore, our request of the Court to sign the standing order that addresses these two items will allow Sentinel to demonstrate to DCS that operations are being administered in accordance with court expectations.

Please let me know if you have any further questions or if I can be of further assistance.

Thank you
Mark

From: Portis, Christopher T. [<mailto:CTPortis@AtlantaGa.Gov>]
Sent: Monday, October 10, 2016 10:08 AM
To: Mark Contestabile; Shepard, Ryan
Cc: Graves, Calvin; Portis, Christopher T.
Subject: RE: Standing Order

Good morning Mark,

Thanks for your follow-up and I hope that you had a great weekend. As promised, we have circled the wagons so to speak on our end and will be sending a signed, written acknowledgement in one of the forms indicated below regarding the credit-card processing fees that are passed on to probationers as an incident of them using credit/debit cards to

meet their obligations. We have been working on this up through last night and the Chief is prepared to execute, however, he is out today and tomorrow on leave.

The cessation of credit/debit card transactions would extraordinarily impact our operation; most importantly, the probationers who have been making credit/debit payments that will be impacted mid-stream. While the option to pay by credit/debit card is a convenience, we believe that this option is an important component because it affords many probationers a way to satisfy their court related obligations with the least impact upon their day to day lives. This in turn results in a higher rate of compliance and a lower rate of court impact upon probationers. Consequently, it is our goal to continue this option for those who wish to use it.

My request this morning is two-fold: (1) give us until Wednesday morning 10a to provide you the written acknowledgement as the Chief will be able to physically execute by or before then; and (2) I have copied the Chief on this message – please provide a quick explanation regarding the requirements set forth by DCS necessitating this step.

As always, thank you for your cooperation and partnership with our organization.

Best regards,

--

Chris Portis

From: Mark Contestabile [<mailto:mcontestabile@sentinelandvantage.com>]

Sent: Monday, October 10, 2016 8:47 AM

To: Shepard, Ryan

Cc: Portis, Christopher T.

Subject: Standing Order

Good Morning.

I just wanted to thank you for taking my call on Friday and let you know we appreciate your assistance in getting the credit card and admin fee addressed. As I mentioned, we have our response due on Wednesday so any documentation whether in the form of a Standing Order or Singed letter from the court that we could receive today or tomorrow would be appreciated.

If you have any questions please feel free to contact me on my cellular phone at 770-778-9214 as I will be out of the office this am.

Thank you
Mark



Atlanta Municipal Court
150 Garnett Street, NW
Atlanta, Georgia 30303-3612

Chambers of
Judge Calvin P. Graves

404-658-7049
CGraves@AtlantaGa.gov

**IN THE MUNICIPAL COURT OF ATLANTA
STATE OF GEORGIA**

STANDING ORDER

IN RE: Payment Transactions and Fees

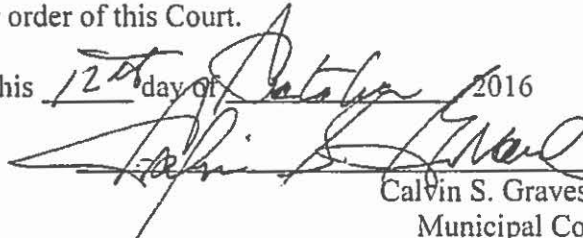
Wherefore, the Municipal Court of Atlanta ("Court") entered into an Agreement effective January 29, 2013, contract number FC-5440, which incorporates the Request for Proposal response submitted by Sentinel Offender Services ("Sentinel"), whereby Sentinel agreed to provide probation services to the Court.

Wherefore, the Agreement includes the description of payment transaction methods available to the probationer for payment of court imposed financial obligations, which includes credit and/or debit cards as a means of payment for court ordered obligations. As is commercially practicable, the credit card processing company may charge a reasonable transaction fee to the probationer if the probationer chooses to pay by credit or debit card.

Wherefore, the Court nor the Company shall retain any portion of the transaction fees charged by a credit card processing company for use of their systems by any probationer. It is further acknowledged that any probationer may pay by cash, money order, or certified check, for which there is no transaction fee.

Wherefore, this Standing Order shall be filed with the Clerk of Court and remain in effect with respect to all cases until further order of this Court.

SO ORDERED, this 12th day of October, 2016


Calvin S. Graves, Chief Judge
Municipal Court of Atlanta

From: Mark Contestabile <mcontestabile@sentineladvantage.com>
Sent: Wednesday, October 12, 2016 2:30 PM
To: Shepard, Ryan; Portis, Christopher T.
Cc: Tim Lewis
Subject: FW: Standing Order (Sentinel)
Attachments: Standing Order.pdf

Judge Portis and Mr. Shepard,

Thank you for getting this order signed. Unfortunately it does not address the application of the Administrative fee which we discussed several months ago in our meeting and defined again in the court order we submitted.

Therefore, if you would be kind enough to allow time for a meeting this Friday as it is critical that we discuss the current state of operations, the Administrative fee and the transition of services we discussed previously.

Thank you
Mark

Rittenhouse, Natalie

From: Mark Contestabile <mcontestabile@sentineladvantage.com>
Sent: Tuesday, October 25, 2016 8:53 AM
To: Shepard, Ryan
Cc: Portis, Christopher T.; Tim Lewis
Subject: Meeting Request

Good morning Mr Shepard

As you know, Sentinel has been requesting modifications to the local probation services operation since June of this year. We were hopeful the operational changes would occur in October but unfortunately modifications have not been made and we continue to experience huge financial losses.

We are respectfully requesting a meeting with yourself and Judge Portis on Friday to discuss future operations. If you could please let Tim and I know what time works for your schedules it would be greatly appreciated.

Thank you
Mark

Sent from my iPhone

Rittenhouse, Natalie

From: Mark Contestabile <mcontestabile@sentineladvantage.com>
Sent: Monday, October 31, 2016 10:16 AM
To: Portis, Christopher T.; Shepard, Ryan
Cc: Tim Lewis
Subject: Probation Transition
Attachments: Atlanta Municipal Court - Probation Transition Letter.pdf

Good morning Gentlemen,

Thank you for taking time to meet with me on Friday. As we discussed, I will coordinate with Kyra Dixon to provide names of potential replacement firms for her to contact. Also, just as a means to memorialize our conversation I have attached the following letter outlining our conversation and desire to transition the program by year's end.

Please contact me as soon as there has been any progress with a new vendor and we will move immediately to coordinate a smooth transition with that firm. In the meantime, we will also direct potential new vendors to Kyra for evaluation.

Thank you
Mark

The logo for Sentinel, featuring the word "SENTINEL" in a bold, white, sans-serif font with a registered trademark symbol, set against a dark red background. Below the text, there are white, stylized, curved lines that suggest a sense of motion or a protective barrier.

October 31, 2016

The Honorable Christopher T. Portis
Judge, Atlanta Municipal Court
150 Garnett Street
Atlanta, Georgia 30303

Your Honor:

I want to thank you and Mr. Shepard for taking time on Friday to discuss the transition of the Probation Services offered by Sentinel to a new provider selected by the Court. As we discussed, Sentinel will work closely with the Court and new vendor to ensure that a smooth transition occurs on or before December 31, 2016.

We are prepared to transfer the case file data electronically with the new vendor and will have hard copies of those case files prepared for the transition to occur no later than December 31, 2016. In addition, Sentinel is prepared to work with the new provider to permit the takeover of our existing facility, hiring of existing Sentinel staff and continuation of the active phone numbers to minimize the transition impact on current probationers.

Following the December 31 transition, Sentinel will employ a minimum of one staff member for an additional 30 days to be available to address any outstanding issues or questions from the new vendor. This will ensure the operation is transitioned professionally and will occur prior to the expiration of the existing contract term.

It has been a pleasure to serve the Court and we are prepared to coordinate a professional transition that meets the timelines we discussed. Should you have any questions, please don't hesitate to contact me at 770.778.9214.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Contestabile". The signature is fluid and cursive, with a large, stylized initial "M".

Mark Contestabile
Chief Business Development Officer
Sentinel Offender Services

cc: Calvin S. Graves, Chief Judge, Atlanta Municipal Court
Ryan Shepard, Court Administrator Atlanta Municipal Court

Exhibit J

From: Mark Contestabile <mcontestabile@sentineladvantage.com>
Sent: Monday, October 03, 2016 11:15 AM
To: Shepard, Ryan
Cc: Tim Lewis; Portis, Christopher T.
Subject: Probation Services

Mr. Shepard,

Good morning and I hope you enjoyed a good weekend.

As you know, we have been seeking a meeting with the court for several weeks to try and follow up on our meeting from September 9th and the open items such as the Standing Order and the Court Services transition. Unfortunately, given the busy schedules we have been unable to facilitate such a meeting thus we are forced to relay some items via email that we otherwise would have preferred to discuss in person.

During our meetings beginning in June of this year, Sentinel has communicated the difficulties associated with serving the Atlanta Municipal Court. These challenges derived both from local court requirements for additional Court Services staff and legislatively with the changes related to HB 310. The combination of additional staff requirements coupled with a reduction in probation supervision fees has resulted in a program that is financially no longer feasible to operate. As we reported in June of this year, the program has lost tens of thousands of dollars monthly and continues to drain the resources of our organization. Thus, while we were hopeful we would be able to propose a new model that would be beneficial for both parties we have now reached a point where we can no longer continue to wait for modifications.

Therefore, we are drafting this correspondence to inform the court that Sentinel does not wish to execute the final one year extension of our contract which is scheduled to begin in January of 2017.

We understand the court will need time to establish a new vendor or issue an RFP for the probation services and that is why we are sharing our position well in advance. We will continue to work diligently to support the court over the remaining months of service and will cooperate with a new vendor or program provider to ensure a smooth transition.

We believe it would be in the best interest of both parties to meet as soon as possible to discuss the transition of the program and steps that need to be taken by each party. At this time we have not communicated this decision to our staff and thus are requesting we keep this decision confidential until which time we can agree on a course of action. At that time we can communicate clearly with all staff involved in the probation services operation and thus avoid incorrect information being distributed before both parties have agreed on a transition plan.

Thank You

Mark Contestabile
Chief Business Development Officer
Sentinel Offender Services, LLC

Exhibit K



October 12, 2016

Mr. Shawn DeVaney
 Department of Community Supervision
 2 Martin Luther King, Jr. Drive SE
 Suite 458, Balcony Level, East Tower
 Atlanta, Georgia 30334

Re: Response to Follow-Up Items noted in your of email October 5, 2016.

Dear Mr. DeVaney:

Below I have provided responses for follow-up items 1 – 7.

1: The response generally doesn't address the contract deficiencies we discussed during the visit (other than noting the Atlanta Municipal contract was signed by the judge and did not include a schedule of fees.) We'll likely remove contract findings for courts that you no longer serve, but will leave the other contract findings "as is" unless you have further comments/concerns about any of these.

Sentinel Action/Response:

It is important to note, that in addition to the corrective action already taken, Sentinel will be presenting new contracts to each of these courts, along with several other customers. The new agreements are formatted around the example contract provided by DCS.

Court	Compliance Item	Response
Barrow Superior	Convenience fee not included	Standing Order attached. Probationer utilizes credit card payment option by choice
Evans Superior	Drug Screen amount not listed in schedule of fees	Standing Order attached
Houston Superior	Contract for 6 months term renews annually under same terms. Drug Screen amount not listed in schedule of fees	Scrivener's error by county and should be noted as semiannual. Standing Order regarding drug screen fees attached
Habersham State	Drug Screen amount not listed in schedule of fees	Standing Order attached
Houston State	Contract for 6 months term renews annually under same terms. Drug Screen amount not listed in schedule of fees	Scrivener's error by county and should be noted as semiannual. Standing Order regarding drug screen fees attached
Gwinnett Recorders	Governing Authority approval not attached. Bonding of Probation staff no addressed in contract.	Commissioner's minutes attached. Certificate of Insurance included as part of contract (see attached.)

	Convenience fee not included	Change to contract pending with Purchasing Department. Probationer utilizes credit card payment option by choice
Barrow Probate	Convenience fee not included	Standing Order attached. Probationer utilizes credit card payment option by choice
Towns Probate	Drug Screen amount not listed in schedule of fees	Standing Order attached
Union Probate	Drug Screen amount not listed in schedule of fees	Standing Order attached
White Probate	\$15 drug screen and \$3 alcohol screen not included	Standing Order regarding drug screen fees attached
Towns Magistrate	Drug Screen amount not listed in schedule of fees	Standing Order attached
Union Magistrate	Drug Screen amount not listed in schedule of fees	Standing Order attached
White Magistrate	Drug Screen amount not listed in schedule of fees	Standing Order regarding drug screen fees attached
Arcade Municipal	No notice of renewal after April 2016	Resolution by City Council renewing agreement attached
Atlanta Municipal	Judge's signature/approval not attached. Bonding of staff not addressed in contract. Schedule of fees not in contract.	Judge Gaines' signed on signature page. Insurance requirements included in bid response as part of contract (see attached.) Included as Exhibit A of contract (see attached.)
Dillard Municipal	Criminal background checks and staff qualifications regarding criminal records are not addressed in contract.	Copy of agreement attached and these items as addressed in #s 5, 6 and 7 on pages 1 and 2.
Register Municipal	Criminal background checks and staff qualifications regarding criminal records are not addressed in contract.	Copy of agreement attached and these items as addressed in #s 5, 6 and 7 on pages 1 and 2.
Valdosta Municipal	Criminal background checks and staff qualifications regarding criminal records are not addressed in contract. Staffing levels not addressed in contract.	Copy of agreement attached and these items as addressed in #s 5, 6 and 7 on pages 1 and 2. Addressed in #19 on page 4.

2: *Regarding Atlanta Municipal fees. (Finding 4), I have concerns with how the \$20 enrollment/admin fee is collected. It seems this fee is added to all Level 1 cases on top of the monthly supervision fee (See case #s 84, 85, 93, 95); however, the fee schedule language implies that the admin fee will only be collected "if all fines are paid within the first thirty (30) days" in lieu of paying the slightly higher monthly supervision fee. Would you care to comment on this?*

Sentinel Action/Response:

During the bid process for contract number FC- 5440 Sentinel staff identified the Administrative Fee and how it was applied to all parties including the Court Administrator who was responsible for probation operations over-site. Our language indicates that there is an Administrative Fee of only \$20 for individuals who pay their fines in full in the first 30 days, and they do not have to pay a Supervision Fee at all. The asterisk was to denote the savings of the first 30 day payer of all fines. However, it did not exclude the Administrative Fee for file set up, organization and court services, of which the City was well aware in presentation and practice.

However, to ensure complete clarity on the subject, Sentinel has taken the following steps to address this concern:

- 1) Sentinel has met with the Atlanta Municipal Court officials, including the Court Administrator, and reviewed the process with the Administrator.
- 2) Sentinel has requested a Standing Order from the Court indicating their understanding of the Administrative Fee application to provide DCS for documentation purposes.
- 3) We are requesting additional language in a contract amendment executed by the Court and City to ensure there is no misunderstanding and which addresses the issue with clearer language to address DCS' note.
- 4) Additionally, we note that the court and Sentinel are working on an entirely new model for pay only participants that will limit the involvement of Sentinel court services staff and streamline supervision elements and will change the fee structure also. We will keep DCS updated as this progresses.

3: On case #10 Gregory Childers, it appears that case 13-CR-409B should have closed unsuccessfully on 3/19/2014 but was incorrectly reported as closed-successfully 4/14/2015. Do you concur with this analysis?

Sentinel Action/Response:

Per Revocation Petition 13-CR-407B dated February 6, 2014 (see attached) the Court amended the sentence to run Count 2 13-CR-409B consecutive to 13-CR-407B making it a 24 month sentence with expiration date of March 19, 2015. The defendant was participating in the Drug Court Program during this sentence. The case closed successfully per the Court upon the defendant's successful graduation from Drug Court on April 20, 2015. We believe the case was appropriately closed successfully as there was not adverse action taken by the Court.

4: For case #89 Rachel Finley, please provide the financial transaction history for case 15TR065371.

Sentinel Action/Response:

See attached financial records for Rachel Finley (Atlanta Municipal Court case number 15TR065371.)

5: For case #78 Patrick Fincher, please provide a copy of the order authorizing remote alcohol screening (likely conducted under case M549278-EM).

Sentinel Action/Response:

Attached is a copy of the Patrick Fincher's March 5, 2016 sentence by the Gwinnett County Records Court citation number M549278 (DUI). This sentence indicates SCRAM was ordered as indicated by the check box "Other" and the court noting

SCRAM to the side. SCRAM was the method of remote alcohol screening ordered by the Court.

6: Mr. Jacob Johnson is currently registered as an administrative employee. If he has been promoted to PO, please notify Aura Russell of the date of his promotion and submit documentation of his qualifying education or experience.

Sentinel Action/Response:

On October 7, 2016 Tim Lewis transmitted Jacob Johnson's education documentation and notice of his promotion to Probation Officer to Aura Russell.

7: Our records indicate Ms. Latrece Manning was employed from April 2013 to March 2016. Please provide a copy of her 2015 training records?

Sentinel Action/Response:

As you will recall, there were changes with our Training Director and he ultimately left in June of this year. Given these changes there were some unexpected challenges in locating and assembling training materials. Only partial training records could be located for Ms. Manning showing five (5) hours of training completed during 2015. Since she has left our employment we are unable to contact her to determine if additional training hours were completed.

Please feel free to contact me if you have any further questions.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Queen". The signature is fluid and cursive, with the first letter being a large, stylized "S".

Steve Queen
Director of Georgia Services

Exhibit L



January 19, 2017

Ms. LaDonna Varner
Department of Community Supervision
2 Martin Luther King, Jr. Drive SE
Suite 458, Balcony Level, East Tower
Atlanta, Georgia 30334

Re: Review of Report and Items noted in your of email January 11, 2017.

Dear Ms. Varner:

Thank you for an opportunity to review the report. Upon our review we would respectfully request the following final adjustments.

In the Contract Review Outline can you please note the following contracts as no longer contracted with Sentinel: Coffee Superior, Glynn Superior, Glynn State, Richmond State, Atkinson Probate, Glynn Magistrate, Richmond Magistrate, Broxton Municipal, Brunswick Municipal, Gainesville Municipal, Hiltonia Municipal, Kingsland Municipal, Oliver Municipal, Pearson Municipal, Rocky Ford Municipal and Atlanta Municipal.

We are respectfully requesting that any findings related to these courts and other courts not currently contracted with Sentinel be removed from the final report as they are not relevant to ongoing operations. Further, by the fact that the operations have been closed, any process having been questioned or deemed non-compliant has been rectified through discontinuation of the contracts. In addition to no longer serving these courts, we have also provided supplemental information within this document that addresses some of the earlier findings to demonstrate we have responded to the identified items appropriately.

Should DCS decide not to remove the items related to closed contracts, Sentinel wishes to submit the following enclosed changes and discuss the following modifications with members of the DCS team prior to the issuance of the final report.

We have attached the Resolution adopted by the Glynn County Board of Commissioners authorizing the Glynn County State Court Chief Judge to enter into a contract with Sentinel. Can you please remove this finding noting "Governing Authority approval not attached"?

Please remove the line item regarding Atkinson Magistrate as it is not a probation contract and was reviewed in error.

The City of Atlanta contract was drafted by the City Attorney and did not include employee bonding requirements and neither did the bid however Sentinel did maintain bonding for all employees during the service of this contract.

The schedule of fees are contained in Article 3 of the Newington Municipal contract. We would ask that this finding be removed.

Findings, Recommendations & Best Practices

Finding 1: Can you please remove the finding for the Houston County Superior and State Courts as those have been addressed by the County Attorney.

Also please remove the finding regarding Richmond Magistrate and Gainesville Municipal since we no longer serve those courts.

In the Recommendations please remove the finding stating "Ensure each court served has an active contract by July 1, 2017 since we do not have any contacts that are inactive.

Finding 3: The findings related to the Atlanta Municipal Court need to be removed for the following reasons. First, Sentinel no longer serves the Atlanta Municipal Court and all files have been transitioned to a new vendor.

Second, the findings provided by DCS are inconsistent. Initially, the documentation provided by the prior DCS auditor stated the fee schedule **implies** that the administrative fee will only be collected "if all fines are paid within the first 30 days", in lieu of paying a slightly higher monthly supervision fee. As we have shared with the DCS auditor in the past, during the bid process for contract number FC-5440 Sentinel staff identified the Administrative Fee and how it was applied to all parties including the Court Administrator who was responsible for probation operations over-site. Our language indicates that there is an Administrative Fee of only \$20 for individuals who pay their fines in full in the first 30 days and they do not have to pay a supervision fee at all. The asterisk denotes the savings of the first 30 day payer of all fines. However, it did not exclude the Administrative Fee being assessed on all clients for file set up, organization and court services, of which the City was well aware in presentation and practice. Therefore, for the prior auditor to share his interpretation of what the document "implies" while having no direct knowledge of the operation and contract history we feel is inconsistent with stated DCS audit objectives.

In the current report the findings reads "the contract only **explicitly** authorizes this fee for pay-only cases which pay in full within 30 days of sentencing". Again, this interpretation of the language is incorrect, as the section of the price page that is identified with the asterisk clearly states "only a one-time fee of \$20 will be assessed" indicating additional fees will be applied. We agree and the practice has been to only charge a \$20 administrative fee to those clients who paid off during their first thirty days however, we disagree with the interpretation that the fee is not permissible to all level one participants. The concept was designed to make the process less expensive for many program participants. By incorporating the Administrative Fee followed by monthly probation supervision fees, the average pay only client actually pays less in this model.

Moreover, it appears the auditors are making a legal interpretation of the contract language or intent of such language as it relates to the operation and we feel this is not an appropriate role of the auditor or scope of the audit. Additionally, one auditor chose to use the term "explicitly" to describe the section of the contract in question which is incorrect and at the very least up for interpretation as is evidenced by the prior auditor who used the term "implies" to describe the same language.

Also contained in Finding 3 are references to Credit Card Convenience fees charged by the Credit Card vendor. The report indicates that Sentinel is charging the credit card convenience fee and we are not. When you look at the mechanics of how the probationer pays using a credit card it becomes clear that is not the case. First, the use of the credit card as a form of payment **is voluntary** thus the convenience fee is not a contractually required fee. The probationer can avoid this fee by using other forms of payment. Additionally, when a credit card payment is made online, the probationer is made aware there is a fee for using a credit card before they submit their payment. Second, the fee charged by the credit card company is for the processing of the credit card, validating the credit and, accepting the payment. The transaction is received and approved by the Credit Card company first as they are the ones who accept the initial transaction and then later remit the funds to Sentinel. We see this process the same as when the probationer pays by money order. The probationer has to purchase the money order from a third party and pay them a fee for the money order but when Sentinel receives the money order we only receive the probationer's payment less the money order fee. No probation company has ever been required to incorporate within their contracts third party fees for purchased money orders, etc. We would request that these findings be removed or at the very least changed to a Best Practice recommendation.

Finding 6: Regarding your question about Childers (Barrow Superior), this was an amended sentence on Count 2 for the case to run consecutive for a total of 24 months and that was the reason it closed in 2015 instead of 2014. In addition he was participating in Barrow County Drug Court and they requested the case close successfully even though he failed to pay his fine. Based on his compliance in Drug Court, the Drug Court did not want him to be adversely affected. We ask that this finding be removed especially since given the DCS' recent change in the definition of successful vs. unsuccessful this case would correctly be designated as a successful closure.

Finding 7: Can you please modify the language in the last paragraph in Finding 7 to read as follows, "Sentinel advised that while it took several months to administratively close over 2000 warrants in Sentinel's case management system, Sentinel ensured the warrants associated with those cases were recalled immediately by the appropriate local law enforcement agencies per the Court's order."

Thank you for considering our requests. Please feel free to contact me if you have any questions.

Sincerely,



Steve Queen
Director of Georgia Services
Sentinel Offender Services, LLC
320 W. Pike Street, Suite 100
Lawrenceville, Georgia 30046

Exhibit M

Judicial Corrections Services

A PPS Company



June 13, 2017

Maya Chaudhuri
Southern Center for Human Rights
83 Poplar Street, NW
Atlanta, GA 30303

Ms. Chaudhuri,

Judicial Correction Services is in receipt of your letter referencing Stacey Adams (DOB [REDACTED]) and [REDACTED] (DOB [REDACTED]). Unfortunately Judicial Correction Services was the not the probation provider for the contracted entity during the time frame of your request. Judicial Correction Services began serving the City of Atlanta on January 25, 2017. We have researched our electronic records and no data was received by Judicial Corrections Services from Sentinel Offender Services referencing Stacey Adams or [REDACTED]. You will need to contact Sentinel Offender Services for any information referencing these two individuals.

Sincerely,

Thomas S. York, Esq.
Corporate Counsel
Senior Vice President
Judicial Correction Services

2214-G Gateway Drive
Opelika, AL 36801

Phone: 334-332-1383
Fax: 334-363-2956

1770 Indian Trail Road, Suite 350
Norcross, GA 30093
o. 678-218-4100
f. 678-218-4104

Exhibit N

15TR167189

STATE OF GEORGIA VS. SAINTVIL, JERRY W

COA

Docket Application	Owed	Paid	Dismissed/Credit	Due
SURCHARGES	65.25	65.25	0.00	0.00
BASE FINE	150.00	150.00	0.00	0.00
FTA FEE	100.00	100.00	0.00	0.00
Total Fees	315.25	315.25	0.00	0.00
Holding Application	Owed	Paid	Dismissed/Credit	Due

Total Holding

Holding Account	Rcvd	Applied	Checks Paid	Balance	Payment Type	Amount
REFUNDABLE COURT FINES (LOCKBOX)	0.00	0.00	0.00			
Total	0.00	0.00	0.00	0.00	Total	0.00

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of Georgia

STACEY ADAMS; JERRY SAINT VIL,

Plaintiff(s)

v.

SENTINEL OFFENDER SERVICES, LLC; ROBERT CONTESTABILE; STEVEN QUEEN; TIMOTHY LEWIS,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Mark Contestabile
4675 Ponte Vedra Drive
Marietta, GA 30067

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Sarah Geraghty
Akiva Freidlin
Southern Center for Human Rights
83 Poplar Street, NW
Atlanta, GA 30303

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

CIVIL COVER SHEET

The JS44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form is required for the use of the Clerk of Court for the purpose of initiating the civil docket record. (SEE INSTRUCTIONS ATTACHED)

I. (a) PLAINTIFF(S)

Stacey Adams,

Jerry Saint Vil,

DEFENDANT(S)

Sentinel Offender Services, LLC,

Mark Contestabile,

Timothy Lewis,

Steven Queen,

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF Fulton County, Georgia
(EXCEPT IN U.S. PLAINTIFF CASES)

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

(c) ATTORNEYS (FIRM NAME, ADDRESS, TELEPHONE NUMBER, AND E-MAIL ADDRESS)

Sarah Geraghty, Akiva Freidlin, Southern Center for Human Rights, 83 Poplar St. NW, Atlanta, GA 30303,(404) 688-1202, sgeraghty@schr.org, akiva@schr.org; Michael Caplan, Caplan Cobb LLP, 75 14th St. NE, Atlanta, GA 30309, (404) 596-5600, mcaplan@caplancobb.com

ATTORNEYS (IF KNOWN)

Greg Hecht (greg@hnmhwlaw.com), Hecht Walker PC, 205 Corporate Center Drive, Suite B, Stockbridge, GA 30281, (404) 348-4881

II. BASIS OF JURISDICTION (PLACE AN "X" IN ONE BOX ONLY)

- 1 U.S. GOVERNMENT PLAINTIFF
- 3 FEDERAL QUESTION (U.S. GOVERNMENT NOT A PARTY)
- 2 U.S. GOVERNMENT DEFENDANT
- 4 DIVERSITY (INDICATE CITIZENSHIP OF PARTIES IN ITEM III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT) (FOR DIVERSITY CASES ONLY)

- | | | | | | |
|----------------------------|----------------------------|---|----------------------------|----------------------------|---|
| PLF | DEF | | PLF | DEF | |
| <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | CITIZEN OF THIS STATE | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 | INCORPORATED OR PRINCIPAL PLACE OF BUSINESS IN THIS STATE |
| <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | CITIZEN OF ANOTHER STATE | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 | INCORPORATED AND PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE |
| <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | CITIZEN OR SUBJECT OF A FOREIGN COUNTRY | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 | FOREIGN NATION |

IV. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)

- 1 ORIGINAL PROCEEDING
- 2 REMOVED FROM STATE COURT
- 3 REMANDED FROM APPELLATE COURT
- 4 REINSTATED OR REOPENED
- 5 TRANSFERRED FROM ANOTHER DISTRICT (Specify District)
- 6 MULTIDISTRICT LITIGATION - TRANSFER
- 7 APPEAL TO DISTRICT JUDGE FROM MAGISTRATE JUDGE JUDGMENT
- 8 MULTIDISTRICT LITIGATION - DIRECT FILE

V. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE - DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

This is an action brought under 42 U.S.C. § 1983 to remedy violations of Plaintiffs' rights under the United States Constitution. Defendants, while acting under color of law as probation officers for the Atlanta Municipal Court, charged and collected fees that were unauthorized by law from Plaintiffs and many other probationers. The action is brought by Plaintiffs on behalf of themselves and a class of similarly situated persons.

(IF COMPLEX, CHECK REASON BELOW)

- 1. Unusually large number of parties.
- 2. Unusually large number of claims or defenses.
- 3. Factual issues are exceptionally complex.
- 4. Greater than normal volume of evidence.
- 5. Extended discovery period is needed.
- 6. Problems locating or preserving evidence.
- 7. Pending parallel investigations or actions by government.
- 8. Multiple use of experts.
- 9. Need for discovery outside United States boundaries.
- 10. Existence of highly technical issues and proof.

CONTINUED ON REVERSE

FOR OFFICE USE ONLY

RECEIPT # _____	AMOUNT \$ _____	APPLYING IFP _____	MAG. JUDGE (IFP) _____
JUDGE _____	MAG. JUDGE _____ (Referral)	NATURE OF SUIT _____	CAUSE OF ACTION _____

VI. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT - "0" MONTHS DISCOVERY TRACK

- 150 RECOVERY OF OVERPAYMENT & ENFORCEMENT OF JUDGMENT
152 RECOVERY OF DEFAULTED STUDENT LOANS (Excl. Veterans)
153 RECOVERY OF OVERPAYMENT OF VETERAN'S BENEFITS

CONTRACT - "4" MONTHS DISCOVERY TRACK

- 110 INSURANCE
120 MARINE
130 MILLER ACT
140 NEGOTIABLE INSTRUMENT
151 MEDICARE ACT
160 STOCKHOLDERS' SUITS
190 OTHER CONTRACT
195 CONTRACT PRODUCT LIABILITY
196 FRANCHISE

REAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- 210 LAND CONDEMNATION
220 FORECLOSURE
230 RENT LEASE & EJECTMENT
240 TORTS TO LAND
245 TORT PRODUCT LIABILITY
290 ALL OTHER REAL PROPERTY

TORTS - PERSONAL INJURY - "4" MONTHS DISCOVERY TRACK

- 310 AIRPLANE
315 AIRPLANE PRODUCT LIABILITY
320 ASSAULT, LIBEL & SLANDER
330 FEDERAL EMPLOYERS' LIABILITY
340 MARINE
345 MARINE PRODUCT LIABILITY
350 MOTOR VEHICLE
355 MOTOR VEHICLE PRODUCT LIABILITY
360 OTHER PERSONAL INJURY
362 PERSONAL INJURY - MEDICAL MALPRACTICE
365 PERSONAL INJURY - PRODUCT LIABILITY
367 PERSONAL INJURY - HEALTH CARE/ PHARMACEUTICAL PRODUCT LIABILITY
368 ASBESTOS PERSONAL INJURY PRODUCT LIABILITY

TORTS - PERSONAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- 370 OTHER FRAUD
371 TRUTH IN LENDING
380 OTHER PERSONAL PROPERTY DAMAGE
385 PROPERTY DAMAGE PRODUCT LIABILITY

BANKRUPTCY - "0" MONTHS DISCOVERY TRACK

- 422 APPEAL 28 USC 158
423 WITHDRAWAL 28 USC 157

CIVIL RIGHTS - "4" MONTHS DISCOVERY TRACK

- 440 OTHER CIVIL RIGHTS
441 VOTING
442 EMPLOYMENT
443 HOUSING/ ACCOMMODATIONS
445 AMERICANS with DISABILITIES - Employment
446 AMERICANS with DISABILITIES - Other
448 EDUCATION

IMMIGRATION - "0" MONTHS DISCOVERY TRACK

- 462 NATURALIZATION APPLICATION
465 OTHER IMMIGRATION ACTIONS

PRISONER PETITIONS - "0" MONTHS DISCOVERY TRACK

- 463 HABEAS CORPUS- Alien Detainee
510 MOTIONS TO VACATE SENTENCE
530 HABEAS CORPUS
535 HABEAS CORPUS DEATH PENALTY
540 MANDAMUS & OTHER
550 CIVIL RIGHTS - Filed Pro se
555 PRISON CONDITION(S) - Filed Pro se
560 CIVIL DETAINEE: CONDITIONS OF CONFINEMENT

PRISONER PETITIONS - "4" MONTHS DISCOVERY TRACK

- 550 CIVIL RIGHTS - Filed by Counsel
555 PRISON CONDITION(S) - Filed by Counsel

FORFEITURE/PENALTY - "4" MONTHS DISCOVERY TRACK

- 625 DRUG RELATED SEIZURE OF PROPERTY 21 USC 881
690 OTHER

LABOR - "4" MONTHS DISCOVERY TRACK

- 710 FAIR LABOR STANDARDS ACT
720 LABOR/MGMT. RELATIONS
740 RAILWAY LABOR ACT
751 FAMILY and MEDICAL LEAVE ACT
790 OTHER LABOR LITIGATION
791 EML. RET. INC. SECURITY ACT

PROPERTY RIGHTS - "4" MONTHS DISCOVERY TRACK

- 820 COPYRIGHTS
840 TRADEMARK

PROPERTY RIGHTS - "8" MONTHS DISCOVERY TRACK

- 830 PATENT
835 PATENT-ABBREVIATED NEW DRUG APPLICATIONS (ANDA) - a/k/a Hatch-Waxman cases

SOCIAL SECURITY - "0" MONTHS DISCOVERY TRACK

- 861 HIA (1395f)
862 BLACK LUNG (923)
863 DIWC (405(g))
863 DIWW (405(g))
864 SSID TITLE XVI
865 RSI (405(g))

FEDERAL TAX SUITS - "4" MONTHS DISCOVERY TRACK

- 870 TAXES (U.S. Plaintiff or Defendant)
871 IRS - THIRD PARTY 26 USC 7609

OTHER STATUTES - "4" MONTHS DISCOVERY TRACK

- 375 FALSE CLAIMS ACT
376 Qui Tam 31 USC 3729(a)
400 STATE REAPPORTIONMENT
430 BANKS AND BANKING
450 COMMERCE/ICC RATES/ETC.
460 DEPORTATION
470 RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS
480 CONSUMER CREDIT
490 CABLE/SATELLITE TV
890 OTHER STATUTORY ACTIONS
891 AGRICULTURAL ACTS
893 ENVIRONMENTAL MATTERS
895 FREEDOM OF INFORMATION ACT
899 ADMINISTRATIVE PROCEDURES ACT / REVIEW OR APPEAL OF AGENCY DECISION
950 CONSTITUTIONALITY OF STATE STATUTES

OTHER STATUTES - "8" MONTHS DISCOVERY TRACK

- 410 ANTITRUST
850 SECURITIES / COMMODITIES / EXCHANGE

OTHER STATUTES - "0" MONTHS DISCOVERY TRACK

- 896 ARBITRATION (Confirm / Vacate / Order / Modify)

* PLEASE NOTE DISCOVERY TRACK FOR EACH CASE TYPE. SEE LOCAL RULE 26.3

VII. REQUESTED IN COMPLAINT:

[X] CHECK IF CLASS ACTION UNDER F.R.Civ.P. 23 DEMAND \$

JURY DEMAND [X] YES [] NO (CHECK YES ONLY IF DEMANDED IN COMPLAINT)

VIII. RELATED/REFILED CASE(S) IF ANY

JUDGE DOCKET NO.

CIVIL CASES ARE DEEMED RELATED IF THE PENDING CASE INVOLVES: (CHECK APPROPRIATE BOX)

- 1. PROPERTY INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
2. SAME ISSUE OF FACT OR ARISES OUT OF THE SAME EVENT OR TRANSACTION INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
3. VALIDITY OR INFRINGEMENT OF THE SAME PATENT, COPYRIGHT OR TRADEMARK INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
4. APPEALS ARISING OUT OF THE SAME BANKRUPTCY CASE AND ANY CASE RELATED THERETO WHICH HAVE BEEN DECIDED BY THE SAME BANKRUPTCY JUDGE.
5. REPETITIVE CASES FILED BY PRO SE LITIGANTS.
6. COMPANION OR RELATED CASE TO CASE(S) BEING SIMULTANEOUSLY FILED (INCLUDE ABBREVIATED STYLE OF OTHER CASE(S)):

[] 7. EITHER SAME OR ALL OF THE PARTIES AND ISSUES IN THIS CASE WERE PREVIOUSLY INVOLVED IN CASE NO. , WHICH WAS DISMISSED. This case [] IS [] IS NOT (check one box) SUBSTANTIALLY THE SAME CASE.

/s/ Akiva Freidlin

07/25/2017

SIGNATURE OF ATTORNEY OF RECORD

DATE

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Sentinel Offender Services Accused of Charging Illegal Probation Fees](#)
