



Eastern Missouri Alternative Sentencing Services, Inc.

A Private Professional Corporation

MICHAEL L. SMITH
President

AGREEMENT



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Comes now the Associate and Circuit Court of the 22nd Judicial Circuit, City of St. Louis, Missouri, by and through the below-signed (hereinafter referred to as Court) and Eastern Missouri Alternative Sentencing Services, Inc. (hereinafter referred to as EMASS) and pursuant to the provisions of Section 559.600 et.seq. and 34.040 et.seq. of the Revised Statutes of Missouri, and hereby enter into the following agreement concerning private probation services to be provided to the Associate and Circuit Divisions of the Circuit Court of City of St. Louis:

1. **Services to be Provided.** EMASS hereby agrees to provide and supervise private probation cases for the Court as assigned by the Associate and Circuit Judges. Services shall include probation supervision of Class B and C misdemeanor cases and those Class A misdemeanor cases ordered by the Court. EMASS shall also prepare pre-sentence investigations as requested by the Court and provide private probation supervision on Felony cases as per Order of the Court. Further services to be provided by EMASS with prior approval of the Court may include the following:
 - b. 6 Hour Anger Management Program
 - c. Substance Abuse Traffic Offender Program (SATOP)
 1. Screening and Assessment – OMU
 2. Offender Education Program
 3. Weekend Intervention Program
 4. Clinical Intervention Program
 5. Level IV SATOP Treatment (Serious Repeat Offenders Program – SROP)
 6. Youth Clinical Intervention Program
 7. REACT
 8. Alcohol – Drug Education Program (ADEP)
 - d. Community Service Supervision
 - e. Financial Management/Stealing Class
 - f. EBAM (EMASS Behavioral Anger Management Program) 10 week program
 - g. Driver Improvement Program
 - h. GPS monitoring (Next working day reporting to the Court of entrance to the restricted area violations)
 - i. Outpatient drug/alcohol treatment
 - j. Drug Screening
 - k. Secure Continuous Remote Alcohol Monitor (SCRAM) and any subsequent generations of SCRAM.
 - l. Secure Continuous Remote Alcohol Monitor with House Arrest (SCRAMx)
 - m. Electronic Monitoring (House Arrest) Supervision
 - n. Batterer's Intervention Program (EBIP)
 - o. Bond Supervision – Must be Court Ordered
 - p. Ignition Interlock
2. **Length of Contract.** This contract shall be in effect for a period up to and including December 31, 2015 and will be renewed for another three year term unless advised in writing by the Court. EMASS may apply for an increase in Rates for Services Rendered prior to the anniversary date of the commencement of this contract.



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The Court retains the right to terminate the contract prior to the expiration date of the contract for cause. Good cause for termination of this contract shall include, but is not limited to, failure to comply with the terms of this contract, failure to file timely violation reports or follow directives of the Court in an expeditious and professional manner. Any other malfeasance or neglect of duty as the Court may deem in its discretion may be just cause for termination.

3. **Change of Law.** This contract may become null and void or may be modified if Missouri Law changes to exclude the use of private probation services or modify such services.
4. **No Financial Obligation on Part of City of St. Louis.** The parties agree and understand that this contract does NOT obligate the Associate and Circuit Divisions, its Judges, or the City of St. Louis to pay any monetary remuneration to EMASS for any services provided by EMASS. All fees for service owed to EMASS shall be paid by the individual offender. Although payment of the private probation fee is to be a Condition of the Probation, the responsibility for collecting said fee shall be that of EMASS.
5. **Probation Supervision Assignment to EMASS.** The parties agree that EMASS will receive probation supervision assignments in totality of all probation cases assigned by the Court or on an individual probation case basis.
6. **Employees of Private Probation Services.** EMASS agrees and understands that it shall not employ anyone who has pled guilty to or been found guilty of a felony unless the employee is especially approved by the Court. No employee or person having financial interest in EMASS shall presently have or acquire an interest which would conflict in any manner with the performance of these services.
7. **Waiver.** Waiver by the Associate and Circuit Judges of any provision of this contract will only effect that specific provision and the remainder of this contract shall remain in full force and effect.
8. **Fees for Services.** EMASS shall charge the following amounts for its services:
 - A) Probation Supervision:
 1. Two years supervision \$720.00 the first four months will be intensive supervision/twenty months of minimal supervision.
 2. One year supervision \$385.00 (first four months will be intensive supervision and the remaining eight months of minimal supervision.) Payment schedules shall be allowed by EMASS if defendant's financial means are insufficient to make an up front payment.
 3. Subsequent Probations – In the event a defendant is assigned to EMASS on a subsequent period of probation prior to the expiration of his current probation, EMASS shall charge a fee of not more than \$30.00 per month for each month the second probation will extend past the original termination date.
 4. Pre-sentence Investigations – The charge for said service shall be \$250.00 if assigned by the Court. EMASS will be allowed to accept referrals from other sources at a fee set by EMASS.
 - B) 6 Hour Anger Management Program \$150.00
 - C) SATOP – Rate charged by State of Missouri for all levels of SATOP and ADEP.
 - D) Community Service Supervision – \$50.00.
 - E) Financial Management Class - \$100.00.
 - F) EBAM (EMASS Behavioral Anger Management Program) \$25.00 per week.
 - G) Driver Improvement Program - \$50.00 class must be approved by Missouri Department of Public Safety.
 - H) GPS – \$10.00 per day plus a \$50.00 installation fee.
 - I) Outpatient drug/alcohol treatment – \$1,297.31 for 75 hours of treatment.
 - J) Drug Screening – \$20.00
 - K) SCRAM - \$12.00 per day of monitoring plus \$75.00 installation fee.
 - L) SCRAMx – \$15.00 per day plus a \$75.00 installation fee.
 - M) Electronic Monitoring (House Arrest) \$10.00 per day plus a \$50.00 installation fee.



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- N) Batterer's Intervention Program (EBIP) \$100.00 evaluation fee, \$25.00 per week.
- O) Bond Supervision - \$30.00 monthly in addition to services ordered as Special Conditions of Bond Supervision.
- P) Ignition Interlock - Installation fee minimum of \$50.00 or \$50.00 per hour (some vehicles may have higher installation fee due to complexity of installation). De-Installation fee \$40.00. Monthly calibration fee \$65.00. Prices include warranty service and reports to the Court/ Probation/ or other referring jurisdiction. FC - 100 (camera) must be Court Ordered and is charged an additional fee of \$75.00. Mobile service fee is \$50.00 per hour.

The Associate and Circuit Judges may, in the discretion of the judge, assign a limited number of cases of indigent defendants to EMASS, which EMASS shall handle at no charge.

- 9. **Probation Supervision:** It is agreed that EMASS shall provide intensive supervision of clients for the first four months of two year probations and first four months of one year probation. It is expected that EMASS provide Intensive Supervision past the minimum term of probationers who are in need of such supervision to satisfy all Conditions of Probation. Intensive supervision shall consist of monthly office visits by defendant and close monitoring of the defendant by the probation officer to show defendant's compliance with the terms of probation. Any and all arrests or technical violations should be reported to the Court throughout the probation. Minimum supervision shall consist of written (or telephone) contact at least once per month and reports of any violations. Appropriate and available criminal record checks should be conducted within sixty days of a client's probation ending date.
- 11. **Records.** EMASS shall maintain accurate and current records of all cases supervised. All such records shall be made available for review upon request of the Court. Further, Violation Reports are expected any time an arrest of any sort takes place and for any other violations EMASS deems serious enough to warrant attention from the Court.
- 12. **Yearly Review of Fees and Percentage of Services:** EMASS agrees that fees for the above services may be adjusted on a yearly basis during the contract at the discretion of the Associate Judges. EMASS has a right to petition the Court concerning fees and percentage of assignments if request is made prior to the annual anniversary date of the contract agreement.
- 13. **Facility:** The parties agree that EMASS shall provide an adequate facility for probation services. Any change in current facilities must be approved in advance by the Associate Judges.
- 14. **Termination of Contract:** Violation of any term of this contract maybe grounds for termination for cause. Any illegal action by EMASS may be grounds for termination. The Court shall provide written notice of cancellation.

We the undersigned agree to the above stated terms this 26 day of October, 2012.


 Steven R. Ohmer, Presiding Judge


 Eastern Missouri Alternative Sentencing Services, Inc.
 Michael L. Smith, President



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