

EXHIBIT A

STATE OF ALABAMA

**CONTRACT FOR PROBATION SUPERVISION
AND REHABILITATION SERVICES**

THIS CONTRACT made and entered into this _____ day of _____, 1998, by and between the Judge of the Municipal Court of the City of Gardendale, Alabama (hereinafter referred to as the "COURT") and PROFESSIONAL PROBATION SERVICES, INC. (hereinafter referred to as "PPSI"), to be approved as to form by the Mayor and Council of the City of Gardendale, Alabama (hereinafter referred to as the "CITY").

WITNESSTH:

WHEREAS, the Court and City recognize their mutual responsibilities to provide professional and effective sentencing alternatives for citizenry and offenders of the community; and

WHEREAS, PPSI is uniquely qualified and experienced in providing such comprehensive professional services and is willing to contract with the Court with the approval of the City; and

WHEREAS, the parties hereto deem it in their respective best interests and each will best be served by entering into said Contract for the provision by PPSI of such probation services as ordered by the Court.

NOW THEREFORE, in consideration of the premises and the mutual benefits and covenants provided under the terms and conditions of this Contract, the parties hereto agree as follows:

DESIGNATION BY THE CITY

The City shall designate PPSI as the sole private entity to coordinate, provide and direct probation programs and services to offenders sentenced by and under the jurisdiction of the Court.

SCOPE OF SERVICES

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

- A. Comply with the standards and qualifications as set forth by the Advisory Council for Probation.

- B. Operate under the conditions as agreed to by and between PPSI and the Court, as more fully set forth in the Specifications for Probation Services attached hereto and incorporated herein by reference.**
- C. Provide such services as specifically set forth in the Specifications for Probation Services incorporated herein by reference for the provisions of services to offenders under the jurisdiction of the Court.**
- D. Meet, maintain and comply with all rehabilitation program offerings as specified in the Specifications for Probation Services.**
- E. Maintain individual files for each offender participating in PPSI's programs. The files will be maintained in a secured area, in a secure file cabinet.**
- F. Provide timely and prompt reports as are, or may be required by the Court during the period of the Contract, which include but are not limited to, statistical reports, caseload data, and other records documenting the types of program services provided and the identity of the offenders receiving such services.**
- G. Provide counseling and supervision services for all persons ordered by the Court to participate in during the period of the Contract, which include but are not limited to, statistical reports and caseload data to assure that PPSI is providing program services and maintaining records reflective of good business practice.**
- H. Make fiscal and program records available within ten (10) working days for review and maintain financial records reflective of good business practice.**
- I. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practice. The accuracy of billing is to be confirmed by providing a copy of the services and attending cost to the offender.**
- J. Charge each offender participating in rehabilitation programs the reasonable cost of the program as reflected in the Specifications for Probation Services attached hereto and incorporated herein by reference. Each offender shall be charged a maximum not to exceed the program costs as specified in the Specifications for Probation Services unless it is approved in advance by the Court.**
- K. Submit a monthly written report to the Court and City on the amount of Court fines, costs and restitution Court ordered and collected from the offender. The report shall include the total dollar amount applied to Court ordered fines, restitution, and other conviction related costs. The monthly reports for the previous month shall be provided to the Court and City by the end of the fifth working day of each month.**
- L. Tender all Court fines, cost and restitution ordered and collected during the previous month from the offender to the City by the end of the fifth working day of each month.**

- M. Comply with all laws regarding confidentiality of offender records.
- N. Furnish a fidelity bond or letter of credit in the amount of not less than one hundred thousand (\$100,000.00) dollars as surety for the satisfactory performance of the Contract.
- O. Not profit or attempt to profit from any fines, restitution, or Court cost collected from the offenders.
- P. Pursue the collection of all pre-existing delinquent fines at the time of the execution hereof which the Court assigns to PPSI. Collection shall be accomplished through mail correspondence, field visits and service of the appropriate documents upon the delinquent or designated offender. These monies collected shall be tendered to the City by the end of the fifth working day of each month. Once monthly, PPSI shall present the City with an itemized bill of collection. The bill will indicate the percentage owed to PPSI. The percentage shall be thirty (30%) percent of all collected funds indicated on the itemized bill.

PERIOD OF SERVICE

The performance of the aforementioned services shall commence on the _____ day of _____, 1998, and shall continue until December 31, 1998, provided that the Contract shall automatically renew for additional one (1) year terms on each anniversary date of this Contract under the same terms and conditions as provided herein, unless written notice to the contrary is directed to the other party within thirty (30) days prior to the date of expiration, or unless otherwise terminated as hereinafter provided.

Notwithstanding anything herein to the contrary, this Contract may be terminated at any time, by either party, with or without cause, upon thirty (30) days prior written notice of intent to terminate delivered to the non-terminating party.

PAYMENTS FOR SERVICES

Fees for basic services are set out in the Specifications for Probation Services, which fees are payable not by the City, but by sentenced offenders. No fees accrued pursuant to the Specifications for Probation Services shall be obligations of the City. The City agrees to pay monthly to PPSI by issuance of a check, upon receipt of an itemized bill, the thirty (30%) percent of collected funds as described in Paragraph P. Subsequent to the termination or expiration of this Contract, PPSI shall waive all interest or claim to the pursuit of the existing fines described in Paragraph P; the City shall not be indebted to PPSI for collection of the existing fines described in Paragraph P subsequent to the expiration or termination of this Contract.

DEFICIENCIES IN SERVICE, TERMINATION

In the event the Court or City determines there are deficiencies in the service and work provided by

PPSI, the Court or City shall notify PPSI in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, PPSI shall correct or take reasonable steps to correct the deficiencies complained of, including, if necessary, increasing the work force and/or equipment, or modifying the policies and procedures used by PPSI in performing services pursuant to this Contract. If PPSI fails to correct or take reasonable steps to correct the deficiencies within ten (10) working days, the Court or City may declare PPSI in default and this Contract shall be declared terminated upon receipt by PPSI of notice thereof. PPSI agrees that in the event it disputes the City's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate an adjustment of the matter with the City or seek, as its remedy, monetary damages in a court of competent jurisdiction.

DISPUTES

In the event of any controversy, claim or dispute as to the services and work performed or to be performed by PPSI, or the construction or operation of or rights and liabilities of the parties under this Contract, each such question shall be submitted to the Judge of the Municipal Court of the City of Gardendale for resolution; provided, however, in the event either party disagrees with the decisions of the Judge, that party shall have the right to litigate the matter in its entirety in a court of competent jurisdiction. The party wishing to submit a matter to the Judge shall do so by written notice to the other party and to the Judge, which shall specify the nature of the controversy, claim or dispute. The Judge shall schedule a hearing within fifteen (15) days of such notice, at which time both parties shall present their positions. The Judge shall render a decision within seven (7) days after the date of the hearing. In the event the Judge is the complaining party, the Chief Judge of the Circuit Court, or his designee, shall be asked to resolve the issues presented.

TRANSFER OF OPERATIONS

In the event PPSI defaults for any reason in the service provided for by this Contract, the City may, at its election and upon five (5) working days prior written notice to PPSI, take possession of all records and other documents generated by PPSI in connection with this Contract, and the City may use the same in the performance of the services described herein. PPSI agrees to surrender peacefully said records and documents. The City shall provide PPSI with a written receipt of those items over which the City assumes exclusive control. PPSI agrees that in the event it disputes the City's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate an adjustment of the matter with the City or seek, as its remedy, monetary damages in a court of competent jurisdiction.

RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by PPSI of any provisions hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ACCESS TO BOOKS AND RECORDS

The City's representatives shall have access on a weekday, other than a legal State holiday, upon forty-eight (48) hours prior written notice to PPSI's representative, to all PPSI's books, records, correspondence, instructions, receipts, vouchers, and memoranda of every description pertaining to work under this Contract, for the purpose of conducting a complete Independent fiscal audit for any fiscal audit for any fiscal year within the last two (2) years.

INSURANCE

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

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

INDEMNIFICATION/HOLD HARMLESS

With regard to the work to be performed by PPSI, neither the Court nor the City shall be liable to PPSI, or to anyone who may claim a right resulting from any relationship with PPSI, for any act or omission of PPSI, its employees, agents or participants in the performance of services conducted on behalf of the City. In addition, PPSI agrees to indemnify and hold harmless the Court and the City, their officials, employees, agents or participants with the Court and the Probation Services described herein, from any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorney's fees and court costs) arising out of or in connection with the services performed by PPSI, including wrongful criminal acts of PPSI, or PPSI's employees, agents or representatives.

ASSIGNMENT

The duties and obligations assumed by PPSI are professional services unique to PPSI and are therefore not transferable or assignable without prior consent of the Court and City. Consent, however, shall not be unreasonably withheld.

VALIDITY

This Contract shall be binding on any successor to the undersigned official of the City or Court. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any County, State or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.

NOTICE

Any notice provided for in this Contract shall be in writing and served by personal delivery or by registered or certified mail addressed to:

As to the City:

As to PPSI:

John C. Cox, President
Professional Probation Services, Inc.
4405 International Boulevard, Suite C-104
Norcross, Georgia 30093

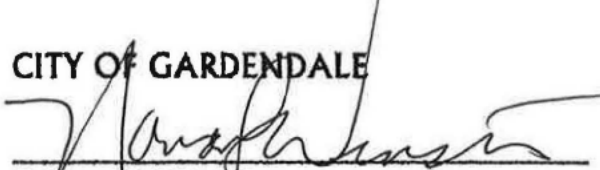
Notices sent by registered or certified mail shall be deemed delivered/received upon actual receipt or three (3) days from mailing, whichever is shorter. The above addresses may be modified by written notice to the other party.

ENTIRE AGREEMENT

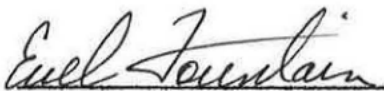
This Contract, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Contract or any waiver of any provisions hereof shall be effective unless in writing and signed by all parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals on the day and year first above written.

CITY OF GARDENDALE


THE HONORABLE
JUDGE OF THE MUNICIPAL COURT

ATTEST:



PROFESSIONAL PROBATION SERVICES, INC.

JOHN C. COX, PRESIDENT (SEAL)

ATTEST:

DATE OF EXECUTION: _____

APPROVED:

_____, MAYOR
CITY OF Gardendale, ALABAMA

DATE OF EXECUTION: _____

SPECIFICATIONS FOR PROBATION SERVICES

1. Provision/Procedure for Indigent Defendants

PPSI believes that to be in the probation business means providing the highest quality sentencing alternatives to all offenders. Those offenders the Court shall determine as indigent shall be ordered as such and supervised at no cost.

2. Probation Supervision

Basic Probation Supervision (\$30.00 per month)

Probationer receives a level of supervision assessment which is completed to determine the offender's reporting schedule which may vary from five to one office visits monthly depending on a "risk result." Offender also receives community service coordination, and referral to appropriate agencies to address specific needs. Additionally, the offender may receive home and/or work visits from his probation officer based on the level of supervision assessed and the probation officer's discretion.

Intensive Probation Supervision (\$35.00 per month)

A three phase program in which demands on the probationer decrease until the offender enters basic probation supervision. Phase I requires probationers to complete a substance abuse evaluation and treatment if recommended and 80 hours of community service. Phase II and III require a set number of office, field and collateral contacts with the offender and the Intensive Probation Officer.

Restorative Justice Supervision (\$75.00 0-3 months; \$75.00 months 4--)

Based on the book by Judge Dennis Challeen, *The NORP Think Factor*, this method of supervision involves the offender accepting responsibility for his/her crime and, along with PPSI staff, developing, prior to sentencing a contract for the offender's making retribution to society, the victim, and himself, by a contracted deadline. Offenders, within the contract agree also to the punishment to be imposed by the Court should they fail to meet the terms of their retribution contract. The Court, then either accepts, modifies, or rejects the agreed to sentence. This program works by requiring offenders to understand the impact of their actions and to take responsibility for them, as contract formulation sessions often include the victim's

confronting the offender personalizing the impact of the crime. PPSI was the first to implement this program in the State of Georgia and only after the PPSI Director of Standards and Training traveled to Winona, Minnesota, training extensively with Judge Challeen and the Court's staff. Subsequently, upon the start of the PPSI program, Judge Challeen's Director of Court Services, and Co-Founder of Restorative Justice, Pat Winezero and her assistant worked within the PPSI-Gainesville Office (Hall County State Court) for an intense week of fine-tuning Georgia's first Restorative Justice team of Responsibility Counselors and Probation Officers.

3. Additional Services Provided

Court Services (No additional cost)

During all Court sessions, a probation officer will attend to interview each offender, complete a case history for each offender, and provide orientation/instruction regarding compliance with the Court's ordered conditions of probation. Intake on offenders will include digital images. Probation revocation hearings will be attended by the probation officer and the officer will investigate probation violations and recommend appropriate sanctions based on each delinquency.

Anger Control Workshop (Domestic Violence, \$90.00)

A four hour education workshop for offenders involved in violent behavior, but who are determined that treatment for domestic violence is not necessary. Participants will be instructed regarding the factors which cause their violent behavior leading to the development of goals and strategies to overcome violence in their personal-lives.

Youthful Offender Workshop (\$15.00 per group session)

A five week class of ten 1.25 hour sessions covering the nature of addiction, and affects of alcohol; as well as the following topics: what has my offense cost me?; assertiveness training; how to say no; career counseling; goal setting; boundary setting; and relationship skills.

Substance Abuse Screens (\$15.00 per screen)

PPSI conducts, as ordered by the Court, urine and breath screens at its office locations for THC, Cocaine, Amphetamines, and Alcohol. Results are available immediately, and any violations are reported to the Court.

Saturday and Evening Reporting Schedules (No additional cost)

PPSI recognizes that traditional office hours may cause the offender to miss time from work and subsequently discourage prompt payment of monies and participation in rehabilitation programs. Therefore, our office locations are open on Saturdays and evenings, and at 7:30 am on weekdays to promote successful completion of the Court's order.

Transfer of Supervision (No additional cost)

In an area attracting a considerable amount of tourism such as Savannah, many individuals may live in other areas of Georgia. With this in mind, PPSI, with its networked Offender Tracking Computer System, is capable of transferring, with the Court's approval, those probationers whose travel privileges are limited to one of our other office locations in Norcross, Decatur, Riverdale, Smyrna, Gainesville, Fairburn, Cartersville, Snellville or Dawsonville.

Resume/Job Placement Workshop (\$45.00)

Because it is a condition of probation to maintain employment, a six hour session is taught by a manager of a temporary employment agency in which offenders are educated on interview techniques, and those employers hiring on a regular basis. Resumes are actually drafted and completed on a word processor and laser printer, and job placement through temporary agency is finalized. Additionally, PPSI clients receive a \$20.00 bonus upon completion of the initial 40 hours of employment in addition to usual wages. After completion of this course, the offender's probation officer will monitor employment progress.

Collection of Delinquent/Previously Existing Fines (30% of monies collected)

PPSI possesses the resources necessary to pursue the collection of existing delinquent fines that the Court may not have been able to collect previously. The Court may assign any pre-existing cases to PPSI and in return receive an additional monthly report regarding our collection efforts on these delinquent fines. Included in the report shall be the dollar amount collected, the dollar amount being paid to the Court and a bill for the reasonable percentage due to PPSI for this service.

Court Documents Provided (No additional cost)

To PPSI, private probation means a cost-free program, the support of which rests completely on the private agency, and the offender-- not the taxpayer. All documents, in whatever quantities needed by the Court, and necessary to conduct probation services will be provided by PPSI, as designed by the Court including sentencing forms, first offender forms, warrants, tolling orders, delinquent reports, Restorative Justice Contracts, etc.; as needed by the Court.

Assumption of Current Caseload (originally ordered probation fee)

PPSI is experienced in assuming large caseloads of offenders from government agencies and other private providers, quickly converting the Courts offender information and payment ledgers to our computerized offender tracking and field documentation systems.

Personal Growth Course (\$40.00)

Instructional course based on development of work ethic, time management skills, personal appearance, promotion of self esteem, and positive mental attitude. Offenders are instructed on problem solving skills and acceptance of personal responsibility. Development of a more reliable member of society is the expected outcome.

Pre-Sentence Investigation (No additional cost)

PPSI completes, as ordered by the Court, thorough pre-sentence investigations detailing the offenders personal, financial, employment, family and criminal histories. The investigating officer shall include a thoughtful recommendation for sentencing. PPSI staff shall attend Court at sentencing for the closing of the case and investigation.

Pre-Trial Supervision (\$30.00 per month)

PPSI supervises defendants prior to sentencing or trial as an alternative to jail. Defendants are assigned a supervising officer and are required to report to the probation office completing any pre-trial conditions as ordered by the Court.

House Arrest (\$9.00 per day)

PPSI provides a system to electronically monitor and verify home incarceration as ordered by the Court incorporating the latest in technology in the field of Electronic Monitoring from the premier manufacturer in this industry, Strategic Technologies, Inc. The equipment used is the "Sure TAC Platinum Series" radio frequency monitoring system. Offenders wear a RF Transmitter (referred to as the Personal Identifier Unit or "PIU") which is secured to the ankle or wrist. A RF Receiver (referred to as the Platinum Receiver Unit or "PRU") is placed in the offender's residence. The PRU communicates with the Central Monitoring Station via telephone lines.

Equipment Specifications:

Personal Identification Unit (PIU)

Size: 2.00" x 2.30" x .90"

Power: 6 volt battery, replaceable by field officers

Range: 150 feet free air transmission

Enclosure: High Impact, Non-Allergenic Polysterene. Shock resistant and waterproof to a dept of twelve feet, and can be worn on ankle or wrist. The unit is equipped with two pin secure fastening.

Strap: 14.0" x 1.0" x 0.10" maximum uncut dimensions. Material is combination rubber, urethane, and conductive carbon. It is non-allerenic and adjustable by installer only.

The PIU Transmitter is attached t the offender's ankle by sealed insertion into the transmitter casing. Once in place, neither the band nor the transmitter can be removed without damaging the integrity of the device and causing an alert signal. The PIU sends consistent RF pulse signals to the Platinum receiver unit to verify the offender is present within the range of the receiver. While the PIU alarms, and signals include tamper alert, proximity slert, low battery alert, reset and OK status, the PIU has three different tamper detection devices.

1. If the transmitter is opened or damaged in any matter;
2. If the strap is cut, torn or otherwise damaged;

3. As part of the latest technology, the transmittter contains a proximity sensor which detects changes of mass within the confines of the strap.

Platinum Receiver Unit (PRU)

- Features:** Fully supervised receiver, all events time and date stamped; completely software controlled; remote software reprogramming capability; 16-character by 2-line LCD display and two user input controls; remote electronic, messages to offender.
- Size:** 7.25" x 6.75" x 2.45", Weight: 3.2 lbs.
- Power:** 12 volt sealed maintenance free battery charged by 120 volt AC wall transformer. Standby power time twenty-four (24) hours with automatic charging circuit; tamper proof on/off. Internal 2400 baud rate modem.
- Enclosure:** Custom molded, impact/sock resistant plastic case; "Line" and "Telephone" connection ports; auxillary expansion port/connector.

Monitoring Alarms, Signals and Status:

Status of receiver including: Receiver Tamper Alert, Telephone disconnect/reconnect, AC power disconnect/reconnect, Low Receiver Battery Indicator, Telephone in use indicator.

Recording and Violations:

Unauthorized leave/enter, continuous recording of all events, twenty four hour continuous self diagnostic and reporting, failed to report status alert.

The PRU communicates with the Central Monitoring System via telephone lines. Communication is performed both ways as the Computer downloads information to the receiver and vice versa. The Central Monitoring Station is located in Houston, Texas. As long distance lines incorporate backup and reroutng features to maintain uplinkd that local lines do not, out of state monitoring stations are more reliable than local facilities.

PPSI also offers House Arrest with breath alcohol testing using the latest in equipment and monitoring technology. The Court may also order both anklet and breath testing monitoring at the same time. All violations are immediately reported to the Court by way of a delinquency report and monitoring station print-out.

4. Staffing Levels and Qualifications

PPSI will provide an adequate staff of professionals; the number of probation officers being determined by the caseload. Initially the staff shall include one Office Manager, and basic Probation Officers (with qualifications of a bachelors degree in criminal justice or related field and 40 hours of law enforcement training annually), and a Secretary Accounting Clerk. PPSI will add staff as needed.

5. Staff Training/Continuing Education Policies

All probation officers are required to complete a 40-hour basic training course, and 40 hours of Peace Officer Standards Training annually which must include: AIDS (4 hours), Sexual Harassment in the Workplace (4 hours), First Aid/CPR (4 hours), and Domestic Violence (8 hours). PPSI has created its Department of Standards & Training whose members are P.O.S.T. certified instructors who conduct all in-house training courses with P.O.S.T. approved curriculums, many of which our Director of Standards and Training has authored and taught to other law enforcement agents at the Georgia Public Safety Training Center in Forsyth, Georgia. Training is done at our office locations and/or contracted governments law enforcement academies. Staff training records are maintained at the PPSI corporate office, and are available to the Court upon request.

6. Employee Criminal Background Investigation Policy

Upon employment, all PPSI staff submit to criminal history record checks. All results are kept confidential and maintained at the PPSI corporate office in the employee's personnel file. PPSI does not employ those applicants convicted of a felony.

7. Community Service Work Coordination (No additional cost)

Administration of a community service program will be provided. Community service agencies will be sought and referrals made for offenders ordered to complete community service. Monitoring of compliance with required community service work and reports of delinquencies will be provided to the Court. Monthly statistical reports of completed community service work hours will be provided to the Court.

8. Case Load Level per Probation Officer

Basic probation officers shall supervise no more than 225 probationers. Intensive probation officers shall supervise no more than 50 probationers.

9. Standards of Supervision

Basic Probation Supervision:

Minimum contacts with the offender at the probation office range from 1 to 4 monthly, telephone contacts as needed, field contacts as needed, and collateral contacts as needed.

Intensive Probation Supervision:

Phase I (Minimum of 60 days)

If the offender is completing inpatient substance abuse treatment a minimum of 4 telephone contacts per month, 1 field contact per month, and 2 collateral contacts per month are required with the probationer. Additionally, the offender is required to complete 80 hours of community service, and submit to weekly drug and alcohol screenings.

If the offender is completing outpatient substance abuse treatment a minimum of 4 office contacts per month, 4 telephone contacts per month, 4 field contacts per month, and 4 collateral contacts per month are required with the probationer. Additionally, the offender is required to complete 80 hours of community service, and submit to weekly drug and alcohol screening.

If the offender is not required to complete any substance abuse treatment, a minimum of 4 office contacts per month, 4 telephone contacts per month, 4 field contacts per month, and 4 collateral contacts per month are required with the probationer. Additionally, the offender is required to complete 80 hours of community service, and submit to weekly drug and alcohol screenings.

Phase II (Minimum of 60 days)

During this phase of intensive probation the contacts are reduced to as needed telephone contacts, 4 office contacts per month, 2 field contacts per month, and 2 collateral contacts per month are required with the probationer. Offender must submit to weekly drug and alcohol screenings.

Phase III (Minimum of 60 days)

During this phase of intensive probation the contacts are again reduced until the offender is released to basic probation supervision. A minimum of as needed telephone contacts, 2 office contacts per month, 1 field contact per month, and 1 collateral contact per month are required with the probationer. Offender must submit to monthly drug and alcohol screenings.