

Provided to the Senate Judiciary Committee on April 17, 2013 by the Division of Probation Services

Language below excerpted from the standard contract used by probation departments for private probation services.

AGREEMENT FOR PROBATION SERVICES

SUPPLEMENTAL SUPERVISION

k. Other Services

(1) Other Service Vendors. In the event that Probation, or the Judicial Department, at any time contracts with other vendors for probation services other than supervision, such as electronic monitoring, or collection and testing related to Drug/Alcohol use, Contractor shall provide such services to its assigned probationers through the service vendors designated by Probation.

(2) Other Services by Contractor.

a) In the event that Contractor's business includes other services associated with supervision of probationers, including but not limited to the collection of biological samples for drug and alcohol testing, or certified treatment, or day reporting services Contractor may provide such services to its assigned Probationers only if Contractor is approved to do so by Probation.

b) Treatment Services. In the event that the Contractor's business includes the capacity to provide treatment services, licensed or approved through a state board or agency, the Contractor shall provide proof annually to Probation of the approval or license status for the Contractor and any staff involved in the delivery of treatment services. When a Probationer is required by court order to obtain treatment, and Contractor's staff is responsible for making a referral to a treatment provider, the Contractor's staff shall offer the Probationer a complete list of all approved treatment providers in the community including Contractor, if applicable, and shall inform the Probationer that s/he may choose the provider. A statement signifying that the Probationer has selected from such a list shall be signed by the Probationer and made a part of the Probationer's record. In every case where a Probationer is referred to treatment the Contractor shall be in compliance with Paragraph 6.a Confidentiality.