

FY2009 AGREEMENT

Between

**The Northeast Michigan Council of Governments (NEMCOG)
Northern Michigan CCAB**

And

Otsego County Work Camp

This Agreement made and entered into on October 1, 2008 by and between the Northeast Michigan Council of Governments, 121 E. Mitchell, PO Box 457, Gaylord, MI 49734, acting as the administrative authority to the Northern Michigan Community Corrections Advisory Board, hereafter referred to as NEMCOG, and Otsego County Work Camp, whose principal address is 200 Livingston Blvd., Gaylord, MI 49735 hereafter referred to as the CONTRACTOR.

WHEREAS, NEMCOG is desiring Intensive Supervision Services for the Work Camp residents and

WHEREAS, the state Office of Community Corrections has allocated monies to NEMCOG to purchase such services, and

WHEREAS, the CONTRACTOR is in the business of providing such services, and

NOW THEREFORE, the parties agree as follows:

DESCRIPTION OF SERVICES

A. CONTRACTOR agrees to provide Intensive Supervision/Day Reporting Services to eligible offenders referred by NEMCOG's Community Corrections Case Manager. These offenders will be placed in the Otsego County Work Camp and will have a primary diagnosis of substance abuse. There is no guarantee as to the number of referrals from NEMCOG to the CONTRACTOR during the term of this Agreement. Referrals will be based on offender eligibility and assessed need.

B. The CONTRACTOR shall make available for inspection to the STATE all records pertaining to the participants, if required.

C. The CONTRACTOR shall prepare monthly a Vendor Invoice. **The Vendor Invoice shall be submitted to NEMCOG by the 5th day after the end of each monthly billing period.**

Each Vendor Invoice must be reviewed and certified by NEMCOG that the offenders listed on the Vendor Invoice are eligible offenders. At a minimum, the Vendor Invoice shall include the following information:

1. The name of the referring agent.
2. The county where the offender was sentenced.

3. The name of the offender.
4. The beginning and ending date of the offender's participation in the program during the month.

NEMCOG will submit Vendor Invoices to the STATE by the 10th day after the end of each monthly billing period.

PERIOD OF PERFORMANCE

This Agreement shall remain in effect from October 1, 2008 through September 30, 2009. This Agreement may be terminated by either party with 30 days written notice.

COMPENSATION

NEMCOG shall make payments for services provided by the CONTRACTOR under the terms of this contract. Services will be used on an as needed basis in accordance with STATE GRANT conditions and amount. NEMCOG's payments to the CONTRACTOR are dependent upon the STATE's payment for such services to NEMCOG.

Payment to CONTRACTOR shall be paid at the rate of \$20.00 per day, per person receiving Intensive Supervision Services, not to exceed \$15,000.

1. NEMCOG will begin to process payments to the CONTRACTOR upon receipt of proper documentation.

Send monthly invoices to:
Diane Rekowski, Executive Director
Northeast Michigan Council of Governments
PO Box 457
Gaylord, MI 49735

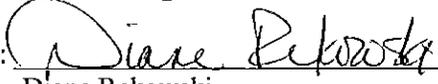
2. NEMCOG will make payment to CONTRACTOR only when monthly billing invoice is paid by the STATE to NEMCOG for billed services.

LIABILITY

All liability, losses or damages resulting from claims, demands, costs or judgments arising out of personal injury and/or bodily injuries or property damage resulting from the act, omissions or negligence of CONTRACTOR, or of its employees or agents, shall be the responsibility of CONTRACTOR, and CONTRACTOR shall defend and hold harmless NEMCOG from any such claims, demands, costs or judgments.

This Agreement constitutes the entire Agreement and may not be amended or assigned without written authorization of both parties.

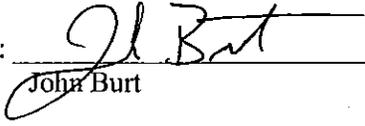
Northeast Michigan Council of Governments (NEMCOG)

BY:  WITNESS: 
Diane Rekowski

ITS: Director

DATED: 11/5/08

Contractor: Otsego County Work Camp

BY:  WITNESS: 
John Burt

ITS: Administrator

DATED: 12/17/08

Phone: 989-731-7527

Fax: 989-731-7529