

PURCHASE OF SERVICE AGREEMENT

WHEREAS, The NORTH DAKOTA SUPREME COURT (Contractor), State Capitol – Judicial Wing, 600 E. Boulevard, Bismarck, ND 58505-0530 has determined the services referred to in the paragraph below entitled "Scope of Service" should be purchased; and

WHEREAS, LUTHERAN SOCIAL SERVICES OF NORTH DAKOTA, P.O. BOX 389, FARGO, ND 58107-0389 (Provider) proposes to provide those services;

NOW, THEREFORE, the Contractor and Provider enter into the following:

A G R E E M E N T

I. TERM OF THE AGREEMENT

The term of this agreement shall be from July 1, 2009, to June 30, 2011. However, either party giving the other 60 days prior written notice may terminate with or without cause this agreement.

II. SCOPE OF SERVICE

The Provider agrees to provide restorative justice programming, specifically "offender accountability conferencing" and the implementation of other restorative justice programming on a statewide basis to Juvenile Court and the Division of Juvenile Services referred youth. These services may include:

- The development and implementation of services
- Recruiting and maintaining staff that have had proper background checks and training to carry out their functions
- Consultation to staff and other related personnel
- Screening of case referrals and intake
- Preparation for conferencing of both victim(s) and offenders
- Conferencing between victims, offenders and communities
- Follow-up services regarding outcomes of the plans developed
- Maintaining statistical service and outcome data
- Facilitating the Victim Empathy Seminar

III. COMPENSATION

The Contractor, upon written submission of monthly billing forms, agrees to pay the Provider for all expenses incurred as outlined in the budget attached, not to exceed \$150,000 for the biennium.

IV. PROVIDER'S UNDERSTANDING OF TERM OF FUNDING

The Provider understands that this agreement is a one-time agreement, and acknowledges that it has been furnished no assurances that this agreement may be extended for periods beyond its termination date.

V. AUTHORITY TO CONTRACT

The Provider shall not have the authority to contract for or on behalf of or incur obligations on behalf of the Contractor. However, the Provider may subcontract with qualified providers of services provided that any such subcontract shall acknowledge the binding nature of this agreement, and incorporate this agreement, together with its attachments as appropriate. The Provider agrees to be solely responsible for the performance of any subcontractor.