

CONTRACT FOR SERVICES

THIS CONTRACT (hereinafter "Agreement") is entered into by and between the Board of County Commissioners of Sumter County, Florida, a political subdivision of the State of Florida (hereinafter the "County"), and Professional Probation Services, Inc, a business having its primary business location at 1770 Indian Trail Road, Suite 350, Norcross, GA 30093 (hereinafter the "Contractor"), for the purpose of providing County with misdemeanor probation and pretrial services, and in furtherance of same, the County and the Contractor (hereinafter collectively referred to as the "Parties") acknowledge and agree to the following:

WITNESSETH:

WHEREAS, the County is desirous of obtaining the services of a private entity to provide pretrial services and misdemeanor probation services for individuals under the jurisdiction of the County Court of the Fifth Judicial Circuit of Florida, in and for Sumter County; and,

WHEREAS, the County has competitively solicited for pretrial services and misdemeanor probation services pursuant to RFP # 010-0-2011/AT; and,

WHEREAS, the provision of such services shall mutually benefit the Parties hereto as well as the residents of Sumter County, Florida.

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed by and between the Parties as follows:

1. **SCOPE OF THE WORK:** The Contractor shall furnish all labor, materials, permits, equipment, machinery, tools, apparatus, supervision, transportation and any and all other items or services of any type whatsoever, which are necessary to fully perform and complete all work or services specified in "Exhibit A", and as described in Exhibit "B" the response to RFP 010-0-2011/AT, attached hereto and incorporated herein, *in haec verba*, and hereinafter referred to as the "work" or "services".

2. **TERM:** The initial term of this Agreement shall begin on August 1, 2011 and continue through July 31, 2014, unless otherwise terminated by the Parties. Thereafter, the County shall have the option to extend this Agreement by entering into up to a maximum of two (2) individual one-year renewal periods,. If County chooses to extend this contract after the initial term or the first renewal period, it shall send written notice of its intent to extend the Agreement to Contractor no later than sixty (60) prior to the expiration of the initial term or any subsequent term..

3. **COMPENSATION:** Services performed in accordance with this Agreement shall be provided at no cost to the County. The Contractor shall derive compensation for services solely from the probationers receiving its services. The fee schedule for Contractor's services is attached hereto, and incorporated herein, *in haec verba*, as "Exhibit C". All fees for services shall remain firm with no increases for the term of the Agreement.

4. **COLLECTION OF FEES:** The Contractor acknowledges and agrees that it will collect all Court ordered victim restitution and impoundment costs in addition to any fees for probation services. Furthermore, Contractor acknowledges and agrees that probationers shall satisfy all court ordered fines, victim restitution, and court costs prior to Contractor collecting probation fees.

5. **INDEMNIFICATION:** The Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of its work under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by in part by a party indemnified thereunder. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial contractor, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

6. **MODIFICATIONS TO CONTRACT:** This Agreement, together with any exhibits, task assignments and schedules constitute the entire Agreement between the County and the Contractor and supersedes all prior written or oral understandings. This Agreement and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

7. **INSURANCE:** The Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of this contract, or the performance of work hereunder, the following insurance coverage's, limits, and endorsements described herein. The requirements contained herein, as well as the County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this contract.

Financial Rating of Insurance Companies All insurance companies must have financial rating of **A-** or higher by A.M. Best.

Commercial General Liability The Contractor shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence and **\$2,000,000** Annual Aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The self-insured retention or deductible shall not exceed \$25,000.

Business Automobile Liability The Contractor shall maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability The Contractor shall maintain its own Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).**

Umbrella or Excess Liability (needed for large contracts as determined by Risk Management) The Contractor shall maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than **\$2,000,000** Each Occurrence and **\$2,000,000** Aggregate. The Contractor shall endorse the County as an "Additional Insured" on the Umbrella or Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure "True Follow-Form" basis, or the County is automatically defined as an Additional Protected Person. Any self-insured retention or deductible shall not exceed \$25,000.

Additional Insured The Contractor shall endorse the County as an Additional Insured on the Commercial General Liability with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or broader Additional Insured coverage.

In addition, the Contractor shall endorse the County as an Additional Insured under the Contractor's Commercial Umbrella/Excess Liability as required herein.

The name of the organization endorsed as Additional Insured for all endorsements shall read "Sumter County Board of County Commissioners."

Indemnification The Contractor shall indemnify, defend and hold harmless the County, its offices, agents and employees from and against any and all claims, losses or liability, or any portion thereof, including attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to contractor's own employees or damage to property occasioned by a negligent act, omission or failure of the Contractor.

Builder's Risk (when applicable) The Contractor, prior to notice to proceed or commencement of work, whichever occurs first, shall maintain Builder's Risk insurance providing coverage to protect the interests of the County, Contractor, subcontractors, including property acquired under a sales tax incentive program, property in transit, and property on or off-premises, which shall become part of the building or project. Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to 100% of the projected completed value of the Project as well as subsequent modifications of that sum. Any flat deductible(s) shall not exceed \$25,000, any wind percentage deductible (when applicable) shall not exceed ten-percent (10%); and any flood sub limit shall not be less than 25% of the projected completed value of the project. The Contractor shall endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by the County. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the County's interest in the building ceases, or the building is accepted or insured by the County.

The Contractor shall endorse the County as Additional Insured, or Loss Payee, on the Builder's Risk.

Deductibles, Coinsurance Penalties, & Self-Insured Retention The Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the County, the Contractor shall, when requested by the County, maintain a Commercial Surety Bond in an amount equal to said deductible amount.

Waiver of Subrogation The Contractor shall provide a Waiver of Subrogation in favor of the County, Contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this Contract. When required by the insurer, or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis.

Right to Revise or Reject The County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage's and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in

the scope of work / specifications affecting the applicability of coverage. Additionally, the County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the County shall provide the Contractor written notice of such revision or rejections.

No Representation of Coverage Adequacy The coverage's, limits or endorsements required herein protect the primary interests of the County, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

Certificate(s) of Insurance The Contractor shall provide the County with Certificate(s) of Insurance clearly evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the County is notified that a required insurance coverage will cancel or expire during the period of this Agreement, the Contractor agrees to furnish the County prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the County, the Contractor agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.

The County shall have the right, but not the obligation, of prohibiting the Contractor from entering the Project site until a new Certificate of Insurance is provided to the County evidencing the replacement coverage. The Contractor agrees the County reserves the right to withhold payment to the Contractor until evidence of reinstated or replacement coverage is provided to the County. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the County shall have the right, but not the obligation, to purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the County.

The Contractor agrees the Certificate(s) of Insurance shall:

- A. Clearly indicate the County has been endorsed on the Commercial General Liability with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage.
- B. Clearly indicate the County is endorsed as an Additional Insured, or Loss Payee, on the Builder's Risk, and when applicable, Additional Insured on the Commercial Umbrella/Excess Liability as required herein.
- C. Clearly identify each policy's limits, flat and percentage deductibles, sub limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
- D. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.

Forward original to and clearly indicate Certificate Holder and Additional Insured as follows:

Sumter County Board of County Commissioners
Employee Services
7375 Powell Road Suite 215
Wildwood, FL 34785

8. **BONDS:** Contractor shall provide the County, within ten (10) days of the date of this Agreement, and at Contractor's expense, a Fidelity Bond in a form deemed satisfactory by

the County, for a minimum of fifty-thousand dollars (\$50,000.00), effective during the complete term of the Agreement. This bonding shall cover any incident involving the firm's personnel assigned to work in the County for the same limits. Bonding shall be for both fidelity and honest exposures. A certificate or verification, or both shall be filed with the Purchasing Services Office and shall be subject to approval before work can commence under this Agreement. The bond shall either name the County as the insured obligee or include an endorsement naming the County as an additional obligee and providing for customary property coverage in favor of the County. If the firm does business as an individual, the bond shall cover said person as an individual as protection to the County.

9. **ATTORNEY'S FEES:** In the event any legal action is initiated to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.

10. **GOVERNING LAW:** This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

11. **COMPLIANCE WITH STATUTES:** It shall be the Contractor's responsibility to be aware of and comply with all federal, state and local laws.

12. **LICENSING:** The Contractor, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully providing the services set forth herein.

13. **VENUE:** Venue for any legal action by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Sumter County, Florida, and any trial shall be non-jury.

14. **ASSIGNMENTS:** Contractor shall not assign any portion of this Agreement without the written permission of the County.

15. **TERMINATION:** If either Party fails or refuses to perform or comply with any of the provisions of this Agreement, or otherwise fails to timely satisfy the Agreement provisions, the non-offending Party shall mail a Notice of Termination to the offending Party, notifying the offending Party of its intent to terminate the Agreement, and shall demand that the non-compliance be cured within ten (10) days of the date of such notice. If the non-compliance is not cured within the ten (10) day period, the Agreement, or such part of the Agreement as to which there has been delay or a failure to properly perform, shall be terminated. Such termination shall become effective thirty (30) days after the non-offending Party's receipt of the Notice of Termination referenced above. Any work completed or services provided prior to the date of termination shall, at the option of the County, become the property of the County. The County is only responsible for payment for work completed or services provided prior to the effective date of termination.

The County reserves the right to cancel the contract without cause upon providing Contractor with written notice, at least thirty (30) days prior to the effective date of the termination. Termination or cancellation of the Contract shall not relieve the Contractor of any obligations for any deliverables entered into prior to the termination of the Contract. Termination or cancellation of the Contract shall not relieve the Contractor of any obligations or liabilities resulting from acts committed by the Contractor prior to the effective date of the termination of the Contract. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.

16. **INDEPENDENT CONTRACTOR:** The contractor shall perform the services under this agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this agreement shall be

interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the County.

17. **RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the contractor for a period of three (3) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes. All records or documents created by the Contractor or provided to the Contractor by the County in connection with the activities or services provided by the Contractor under the terms of this agreement, are public records and the Contractor agrees to comply with any request for such public records or documents made in accordance with section 119.07 Florida Statutes.

18. **UNAUTHORIZED ALIEN WORKERS:** Sumter County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a contractors intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

19. **FEDERAL TAX ID NUMBER:** The Contractor shall provide to the County their Federal Tax ID Number or, if the Contractor is a sole proprietor, a Social Security Number.

20. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

21. **SEVERABILITY:** All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the Parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

22. **WAIVER:** Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

23. **CONSTRUCTION OF AGREEMENT:** The Parties hereby acknowledge that they have fully reviewed this Agreement and its attachments, and have had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any Party as if they were the drafter of this Agreement.

24. **NOTICE:** Notice under this Agreement shall be given to the County by certified mail or hand delivery as follows: 7375 Powell Road, Suite 140, Wildwood, FL 34785; and Notice shall be given to the Contractor by certified mail or hand delivery as follows: 1770 Indian Trail Road Suite 350, Norcross, GA 30093.

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
SUMTER COUNTY, FLORIDA

Gloria R. Hayward,
Clerk of the Circuit Court

By: _____
Don Burgess, Chairman

Date: _____

As approved by Board on: _____

CONTRACTOR

By: _____
Signature

Date: _____

Clay Cox, CEO

Name & Title, Typed or Printed

Professional Probation Services, Inc.

Name of Company, Corp., etc.

1770 Indian Trail Road, Suite 350

Mailing Address

Norcross, GA 30093

City, State, Zip

678.218.4100

Area Code/Telephone Number

SEAL

ATTEST:

Signature

Name & Title, Typed or Printed

EXHIBIT A

SCOPE OF SERVICES

A general description of the scope of services required is, but not limited to, the following:

A. Staffing

The Contractor shall maintain adequate staffing levels to provide proper liaison with the Court, to perform the initial intake of persons placed on misdemeanor probation and Pretrial Services, to properly supervise persons placed on misdemeanor probation and Pretrial Services, and to appear at all Court hearings involving an offender supervised by the Contractor or necessitated by the Court for Pretrial Services.

B. Programs & Services

The needs of each offender referred to the Contractor by the Court shall be evaluated by the Contractor. The following programs and services shall be provided and administered by the Contractor:

Pretrial / Pretrial Intervention Services

- The Pretrial Intervention program defers prosecution of qualified, first-time offenders. Its purpose is to reduce recidivism of offenders within the criminal justice system.
- Entry in the Pretrial Intervention program is approved and authorized by assessment and determination of the State Attorney. Offender's compliance/non-compliance is reported to the State Attorney.
- Offenders entering the program are supervised to ensure completion of their personalized contractual agreement, which includes (at a minimum) a custom tailored treatment plan, law-abiding behavior, and payment of restitution.
- Drug Testing Laboratory Services as directed/ordered by the Court, to provide a random urinalysis and breathalyzer testing to detect the presence of controlled substances or alcohol in a person's biological system. Offender's compliance/non-compliance is reported to the Court or requesting party.
- The Contractor shall observe and comply with all Administrative Orders of the Judicial Circuit applicable in and for Sumter County to the Pretrial Programs and Services provided hereunder.
- The Contractor shall be equipped to be able to provide pretrial electronic or GPS monitoring of individuals if required by the Court as a condition of bond or pre-trial release. The Contractor shall be

authorized to charge a reasonable fee to individuals for electronic or GPS monitoring services.

Misdemeanor Probation Services

- Misdemeanor Probation program operates in accordance with Florida Statute 948, providing supervision to offenders sentenced to misdemeanor probation by the courts. Offenders court-ordered to misdemeanor probation must adhere to the conditions as imposed by the Court, such as classes, counseling, community service, educational programs, statutorily required fees and other costs as imposed by the Court.
- Community Service Hours. Selected adjudicated offenders are sentenced within the criminal justice system to do Community Service Hours as an alternative to more costly legal sanctions. This Court ordered work is normally ordered in lieu of incarceration and fines. Governmental and local non-profit agencies throughout the County provide worksites for these offenders.
- Drug Testing Laboratory/Services, as directed by the Courts, provides a random drug testing system and provides urinalysis and breathalyzer testing to detect the presence of controlled substances or alcohol in a person's biological system. Offender's compliance/noncompliance is reported to the Court or requesting party.
- Transfer of probationer in and out of Sumter County. Some adjudicated offenders will either live outside of Sumter County or move during the course probation. Face-to-face supervision must be facilitated through the use of transfers in and out of the County.
- The Contractor shall be equipped to be able to provide electronic or GPS monitoring of offenders if required by the Court as a condition of probation. The Contractor shall be authorized to charge a reasonable fee to offenders for electronic or GPS monitoring services.

The Contractor shall determine if said offender could benefit from other services in addition to those ordered by the Court and shall use its best efforts to refer the offender to an appropriate program. Records of referrals to such programs and progress reports shall be included in the case files.

The Contractor shall cooperate with all treatment agencies, schools, and other programs to which offenders are referred. In any case where a treatment provider, school, or other program does not appear to be providing its proper function, the Contractor shall immediately notify the Court.

The Contractor shall observe and comply with all Administrative Orders of the Fifth Judicial Circuit in and for Sumter County Misdemeanor Probation Services provided herein.

The Contractor shall provide monthly and annual reports and other statistical reports as required by the BOCC or law to the County Contract Manager. Any new programs proposed by the Contractor to be utilized by the people placed on probation or Pretrial Services in Sumter County shall be disclosed to the County prior to implementation and shall be subject to the review and approval of the County Contract Manager.

The Contractor shall provide the County Contract Manager and the Chief Judge's office with a quarterly report summarizing the number of offenders supervised by the Contractor, payment of the required contribution under supervision or rehabilitation, and the number of offenders for whom supervision or rehabilitation will be terminated. All records must be open to inspection upon request by the County, the Court, the Auditor General, the Office of Program Policy Analysis and Government Accountability, or agents thereof.

C. Records

The Contractor shall maintain a separate file containing specific information on each offender referred to its programs. Current software and use of technology in recordkeeping must be used by the Contractor. Forms and letters utilized to inform the Court must be included in management information system for ease of production. Recordkeeping procedures shall be established regarding data maintenance and security. Records shall be maintained by the Contractor in a secure area for a period of five (5) years from expiration of the pretrial or probationary term. The information in the file shall include the name of the offender, case number, charge(s), case disposition, correspondence, payment records, any known prior criminal record, court ordered conditions, status reports resulting from offender contact, offender's profile information, drug testing records and, electronic monitoring (if applicable) .

All records must be maintained in compliance with applicable Florida Statutes, including but not limited to, Chapter 119 and Chapter 948, and with Florida Administrative Code provisions with respect to maintaining public records and retaining and destruction of public records, including electronic records and social media (Blackberries, texting, Twitter, etc.).

D. Offices

The Contractor shall maintain at least one office within Sumter County. The facility must be compliant with the Americans with Disabilities Act. The Contractor shall operate to receive offenders Monday- Friday (excluding holidays) with some Saturday hours as needed. The Contractor shall notify the offenders of its hours of operation.

E. Job Assistance

The Contractor shall encourage unemployed offenders to improve their employability through schools and training. The Contractor shall refer all offenders to

services/programs with the goal of securing suitable and stable employment. The Contractor shall keep the County informed regarding the resources to which offenders are referred providing a list of resources by name with approximate numbers of referrals to each resource.

F. Special Conditions

The Contractor shall follow up and enforce special conditions of probation and Pretrial Services, including, but not limited to:

- Restitution
- Fines and Court costs
- Evaluation and treatment programs
- Community services
- Cost of supervision fees, program fees or fees for service
- Procurement of licenses
- Court ordered classes and/or court ordered obligations (i.e., impoundment, drug testing)

The Contractor shall place priority on payment of restitution. Waivers by the Court of any special condition of probation or pretrial service shall be noted in the case file.

G. Limited English Proficiency

The Contractor shall have a plan for communicating with offenders with limited English proficiency to ensure understanding and meeting the terms of their court ordered requirements.

H. Supervision

1. Initial Intake -The Contractor shall require an initial face-to-face contact with all offenders for supervision. The Contractor shall clearly explain all of the court ordered terms to the offender in a manner that is understandable. The Contractor shall ensure that substance abuse evaluations of offenders ordered by the Court or under agreement by State Attorney are conducted in a timely manner. In cases where the offender is ordered not to have contact with a victim who shares the same residence, or when otherwise ordered by the Court or when under agreement with the State Attorney, the Contractor shall verify the offender's home address.
2. Probation and Pretrial Intervention Supervision - In addition to the initial intake noted above, offenders will be required to report to the Contractor's office at least one (1) time per month during their probation supervision term unless otherwise ordered by the Court. In the circumstance of Pretrial Intervention, the State Attorney's Office may alter the frequency of the visits on a case by case basis.

I. Change in Orders

Proposed orders of violations, modifications, and early terminations shall be prepared by the Contractor and shall conform to a format adopted by the Court.

J. Community Service Hours

The Contractor shall utilize governmental and nonprofit agencies when scheduling offenders to perform community service hours ordered by the Court. The Contractor is responsible for facilitating the community service hours of all offenders as ordered by the Court. The Contractor shall only utilize governmental and nonprofit agencies in which there is a written agreement regulating the supervision of offenders performing community service hours. The Contractor shall verify and report compliance and noncompliance of court ordered or agreed upon community service hours to the Clerk of Court, Court, or State Attorney. The Contractor shall be responsible to ensure offenders have or acquire special risk accident insurance which pays for necessary coverage while offenders perform their community service work. The Contractor is not permitted to utilize the services of probationers to perform community service work to the benefit of the Contractor.

K. Violations of Probation

When violations of any terms/conditions is alleged to have occurred, the Contractor shall advise the sentencing Court of the alleged violation(s) by sworn affidavit as it becomes known to the Contractor. If the affidavit recommends revocation, the affidavit must include the circumstances under which revocation is being recommended. In any case where the sentencing Court's jurisdiction has been lost prior to all conditions of probation being satisfied by the probationer, the Contractor shall transmit a letter on Contractor's letterhead to the Sentencing Judge, with a copy to the County Contract Monitor, outlining in detail the efforts made by the Contractor to seek compliance with the terms/conditions of probation.

L. Employees and Subcontractors

Prior to the time the contract is executed, the Contractor shall submit to the County a list of the names of all employees, including those of any subcontractors or independent contractors to be used by the Contractor, if any. The list shall include job titles of all employees. The Contractor shall submit an updated list not less than once per year. The Contractor shall submit any proposed changes in subcontractors for prior approval by the County.

M. Contractor's Financial Records

In addition to maintaining the individual case files,

1. The Contractor shall maintain financial records, capable of being audited, of all fines, restitution, and supervision fees received, expended, and disbursed by the Contractor. An annual financial report, audited and certified by a licensed, independent Certified Public Accountant, shall be provided to the County within 120 days following the close of the Contractor's fiscal year. The certified financial report shall be in such detail as to disclose the revenues, expenses, and disbursements relating to the services provided.

2. The Contractor shall also record and maintain statistical data concerning the number and types of cases being handled, terminated, and completed; the number of visits; the hours of community service performed by offenders; the number of face-to-face contacts, and such additional information as may be required by the County to assist in evaluating the effectiveness of the Contractor's activities. A quarterly report shall be submitted to the County and to the Chief Judge pursuant to Sec. 948.15(3), Florida Statutes.
3. The Contractor shall provide to the County, a copy of the Contractor's fiscal budget each year within 30 (thirty) days of the beginning of its fiscal year.

N. Applicable Provisions of Law

The Contractor acknowledges the requirement, insofar as it may be deemed to be acting on behalf of either the County or Court, to comply, when applicable, with Florida public records and open meeting laws, and all other applicable provisions of Federal, State and local law.

O. Schedule of Fees for Service

The Contractor shall provide a fee schedule for users of services provided by the Contractor. The Contractor shall detail a strategy for providing services to indigent offenders at reduced or no cost through internal and/or external resources. The Contractor shall have procedures for handling the collection of offender fees and restitution.

P. Transition Plan

The Contractor shall prepare and implement a transition plan outlining objectives, action steps, responsible staff and target dates for completion. The transition plan must reflect full operational status effective October 1, 2011.

QUALIFICATIONS/CERTIFICATIONS

1. The Contractor represents that it has secured, or will secure at its own expense, all necessary personnel required to perform the services under the Contract.
2. The Contractor will maintain a minimum staffing level to ensure effective supervision of probationers, pursuant to Section 948.15(3)(c), Florida Statutes. To the extent possible, the Contractor shall assign each offender to an officer who shall maintain and be responsible for the case throughout its term.
3. All of the services required herein shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.
4. All officers or supervisors hired for this contract must possess an Associates Degree with 4 years of relevant experience in social work, community corrections, probation,

pretrial, or law enforcement; or a Bachelors Degree with 1 year of relevant experience; or a Maters Degree a relevant field. A background check, including FCIC/NCIC check, and verification of relevant employment and claimed education shall be conducted on all newly hired officers and supervisors to determine that the person is of good character and has no felony or other conviction involving dishonesty or deceit. Pursuant to Sec. 948.15(3)(b), Florida Statutes, staff qualifications and criminal record checks of staff shall comply with standards established by the American Correctional Association. The results of the background check shall be kept on file and available for examination by the County.

5. Each employee, officer, supervisor, and director, shall provide a signed affidavit, executed under oath, constituting an official statement within the purview of Sec. 837.06, Florida Statutes, that the information provided by the person for his or her application and/or background check is true and accurate, that there are no material omissions therein, and that the intentional false execution of the affidavit constitutes a misdemeanor of the second degree. These affidavits shall be maintained by the Contractor and made available to the County upon request.

Contractor must have procedures for obtaining Florida Department of Law Enforcement (FDLE) criminal history checks and arrest affidavits as needed.

EXHIBIT "B"
RESPONSE TO RFP # 010-0-2011/AT
ATTACHED

EXHIBIT "C"
Specifications for Services and Fee Schedule

| | |
|--|--|
| Basic Probation Supervision | \$50.00 per month - NO SET UP FEE |
| Intensive Probation Supervision | \$60.00 per month with weekly field visits - NO SET UP FEE |
| Voice Verification Supervision | \$40.00 Per Month |
| Pre-Trial Supervision | <p style="text-align: center;"><u>LEVEL ONE (\$40.00 per month)</u> Defendants are required to <i>report to a PPS location once weekly</i>, submitting to a urinalysis, and breath test. Screens are included in the fee.</p> <p style="text-align: center;"><u>LEVEL TWO (\$10.00 per day)</u> Defendants are monitored electronically using the PPS anklet monitor which enforces <i>house arrest and curfew</i> on a set schedule approved by the Court. The in-house monitoring unit also screens the defendant for alcohol use and reports results immediately to the PPS monitoring station. Defendants also must <i>report weekly to a PPS office</i> location and submit to random urinalysis screenings (included in fee).</p> <p style="text-align: center;"><u>LEVEL THREE (\$11.00 per day)</u> Defendants are monitored <i>24/7 by global positioning satellite</i> (GPS) with transdermal alcohol testing. PPS requires a <i>face to face visit with each defendant</i> at our office location twice monthly and can administer drug screens.</p> |
| Now What? Course (Cognitive Restructuring) | \$25.00 per session |
| Electronic Monitoring | <p style="text-align: center;">Anklet Monitoring with Curfew Enforcement and Voice Verification (\$8.00 per day)</p> <p style="text-align: center;">Anklet Monitoring with Curfew Enforcement, Voice Verification, and Remote Breath Alcohol Testing (\$9.25 per day)</p> <p style="text-align: center;">Active GPS Monitoring with Exclusionary Zone and Transdermal Alcohol Testing (\$11.00 per day)</p> |
| 5 Panel Drug Screen | \$15.00 |
| Pre-Sentence Investigation | No Cost |
| Community Service Work Coordination | No Cost |
| PPS Staff Supervised Community Service | \$1.00 Per Hour |
| Community Service Liability Insurance (Optional) | \$10.00 - regardless of hours ordered |
| Restitution Collection - Direct Disbursement to Victim | No Cost |
| Court On-Line Access to the PPSI Offender Management Computer Program | No Cost for 24/7 Internet Access to all Offender Data and Activity |
| Transfer of Supervision | No Cost to Transfer to any Agency or other PPS Location |
| Domestic Violence Workshop | \$25.00 per session |
| Anger Control Workshop | \$25.00 per session |
| Youthful Offender Workshop | \$25.00 per session |
| Job Skills, Resume Course and Placement | No Cost |

