

**CONTRACT FOR MISDEMEANOR OFFENDER SUPERVISION
SERVICES PROVIDED BY PROFESSIONAL PROBATION SERVICES, INC.
FOR COLUMBIA COUNTY, FLORIDA**

THIS AGREEMENT is entered into this 2nd day of June, 2022 between Columbia County, Florida, a political subdivision of the State of Florida (hereinafter "County"), and Professional Probation Services, Inc. (hereinafter PPS)

WITNESSETH:

WHEREAS, certain misdemeanor defendants are sentenced to terms of probation by the Columbia County Court (hereinafter referred to as the "Court"); and

WHEREAS, Section 948.09, Florida Statutes, states that supervision, rehabilitation and probation services may be provided by a Court-approved private entity; and

WHEREAS, Section 948.15, Florida Statutes, provides that any private entity providing services for the supervision of misdemeanor probationers must contract with the County in which the services are to be rendered, prescribing the terms of such contract; and

WHEREAS, the Court seeks a private entity to provide certain probation services for the efficient administration of justice within this county;

NOW, THEREFORE, in consideration of the mutual covenants and provisions herein, the County and PPS agree as follows:

I. SCOPE OF THE CONTRACT.

1. ADMINISTRATIVE SERVICES PROVIDED BY PPS. PPS shall provide misdemeanor probation services as required by this agreement; these services shall include the following:

- a. PPS will operate a conveniently located office and provide all forms necessary for supervision purposes.
- b. PPS shall employ and train competent staff to work closely with the Court in the provision of services. Applicants must meet minimum qualifications for the position applied for, complete pre-employment paperwork, and undergo a background investigation. Selected candidates must be finger printed and submit to a drug screening at their own expense. All professional staff must have a valid Florida driver's license, a residence telephone and be willing to work irregular hours.
- c. PPS staff shall be present when court is convened to provide any assistance the Court may require and to perform initial intake services of persons placed on misdemeanor probation under PPS supervision.
- d. PPS shall employ the professional staff and clerical support necessary to properly manage an overall offender caseload. Case standards provide for a staff-client ratio of 1 to 250 offenders.
- e. PPS shall schedule office hours in order to accommodate

probationers' work days insofar as is possible.

f. PPS shall require probationers to make at least one monthly office visit for counseling and supervision, unless waived by the Court.

Additional face-to-face contacts will be dictated by individual case

circumstances.

g. Major emphasis shall be placed on any court-ordered special conditions of probation, including payment of victim restitution, fines and court costs; substance abuse monitoring and/or treatment, and performance of community service.

h. PPS shall receive, receipt for and deposit into a Trust Account, all offender payments toward court-ordered fines, costs, and restitution. When collections total the full assessment, checks made payable to the Clerk of the Court or other appropriate payee, as designated by the Court, shall be disbursed on a bi-monthly basis. Offender cost of supervision fees shall be receipted for in a similar manner and deposited into an operating account.

i. PPS shall provide services to all offenders referred to it for supervision, irrespective of the individual's ability to pay cost of supervision

fees. When supervision fees are waived, performance of community service hours will be substituted as individual client circumstances permit.

j. Other misdemeanor probation services as required by Florida Law including Florida Statutes as amended from time to time.

2. PROGRAM SERVICES PROVIDED BY PPS: PPS shall

provide misdemeanor probation services as required by this agreement.

These services shall include the following:

a. At the first scheduled interview staff will perform a needs assessment, secure personal data and develop a supervision plan for each probationer.

b. As appropriate, PPS representative will refer probationers to outside agencies for specialized counseling in the area of substance abuse, mental health, financial assistance, DUI school, etc.

c. Special assistance and direction will be provided to those probationers with suspended driver's licenses who are required to obtain valid licenses.

d. PPS shall provide assistance to probationers in the establishment of a financial plan for the payment of required fines and/or restitution, as the case

requires. When appropriate, recommendations regarding conversion of fines to community service hours will be prepared for presentation to the Court.

e. Probationers required to perform community service hours' will be provided a listing of public and non-profit agencies which participate in the program.

f. Special emphasis will be placed on job development, vocational and/or academic training for all probationers who are unemployed, under-employed and/or uneducated. Services will include simple motivational counseling, job development counseling, agency referrals, employment referrals, educational testing, GED counseling, etc.

g. Individual case files will be established in which all case material, including court orders, supervision plan, reports, contact notes, payment receipts and other case data will be maintained.

h. PPS expects probationers it supervises to fully comply with all court-ordered sanctions within the prescribed probationary period. In those cases where offenders are unable to satisfy all such conditions, despite diligent efforts, recommendations for extension are prepared by PPS staff. It is only after every effort has been made to enforce the supervision conditions that recommendations for probation revocation are made. Such recommendations are based on circumstances

which clearly indicate a loss of case control, including commission of a new offense, repeated failure to comply with supervision requirements, and blatant disregard for court-ordered conditions of probations.

II. CONTRACT TERM/RENEWAL.

The initial term of this contract shall begin effective June 16th, 2022 and continue for a three (3) year term. This contract may be extended up to two (2) additional one year periods if approved by both parties.

This Contract may be cancelled for just cause by either party at any time upon giving the notice provided herein. Either party seeking to cancel the Contract for just cause shall first advise the other party in writing of deficiencies allowing a reasonable time not to exceed ninety (90) days to bring the program into compliance or correct any alleged deficiencies. If compliance is obtained, the normal Contract period will continue unimpaired. Future non-compliances by either party, will be handled in the same manner. If there is continued non-compliance by either party, then the Contract can be cancelled after such ninety (90) days written notice has expired.

III. CONTRACT REVIEW/MODIFICATION.

This Contract will be subject to review at the call of either party. Any additions,

Changes, and/or deletions will be by addendum, properly signed and attached to the original Contract. The parties agree to renegotiate this Contract if State revisions of any applicable laws make Contract changes necessary.

IV. RECORDS.

All PPS books, records and documents reflecting all fines, fees and restitution Collected, as well as all expenditures made, will be maintained in accordance with generally accepted accounting procedure and practices. All such records shall be open to inspection upon the request of the Court, the Auditor General of the State of Florida, or agents thereof.

PPS case file shall be made available for review by the Court.

PPS shall submit a quarterly report to the County Court Judge summarizing the activities of all probationers under its supervision, to include caseload movement during the period driven by new case referrals, transfers, violations, successful completions, and unsuccessful terminations. The number of cost of supervision waivers and financial data will also be reported.

V. INSURANCE.

PPS will provide and maintain at its expense at all times during the term of this Agreement general liability insurance with a minimum coverage of one million dollars. All policies of insurance shall name the County as an additional insured with respect to the performance of this Agreement, and PPS shall, prior to this

Agreement being effective, furnish the County with a Certificate of such insurance. PPS will provide either a bond or rider in the insurance policy which fully protects The County in the event of loss of funds collected by PPS.

VI. AUDIT.

PPS agrees to a certified independent audit of its Columbia County misdemeanor Probation fine account. The auditing firm will be engaged by and at the expense of PPS and shall be furnished to the Court and to Columbia County upon its completion no later than ninety (90) days after the close of the County's fiscal year. (That is on or before December 31 each year.) The failure of PPS to furnish the County with the independent audit provided herein, shall constitute non-compliance by PPS. The County reserves the right to conduct its own independent audit at the County's expense through auditors selected by the County, and PPS will fully cooperate with the audit. The County, its authorized agent, the Clerk of the Circuit Court or an agent designated by the County, shall have the authority to inspect the financial records of PPS at any time, without prior notice.

VII. INDEMNIFICATION CLAUSE.

PPS shall be liable, and agrees to be liable for, and shall indemnify, defend and hold harmless the County from any claims and against any attorney's fees arising out of intentional acts, negligence, or omissions by PPS, or its employees or agents, in the course of the performance of this Contract.

VIII. NONDISCRIMINATION.

PPS will not discriminate against any client, employee or applicant for employment because of race, color, religion, sex or national origin. Any services provided by

PPS as required by this Contract and all hiring practices will fully comply with all applicable state and federal civil rights laws.

IX. ENTIRE AGREEMENT.

This written agreement includes Schedule A listed with RFQ – 2022 – K which are made a part of the agreement.

X. CONTRACT GOVERNED BY FLORIDA LAW.

This agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. Venue as to any legal proceedings shall be in Columbia County, Florida.

XI. ATTORNEY FEES AND COSTS.

In the event of a default by either of the parties to this agreement, the non-Defaulting party shall be entitled to recover reasonable attorney's fees and costs Incurred in the enforcement of its rights under this Contract.

XII. SEVERABILITY.

If any provisions, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the County has executed and signed this Agreement and PPS has signed and executed this agreement, as attested and set forth below.

ATTEST:

By: 

James M. Swisher Jr.
Clerk of Court


Approved by County Attorney

COLUMBIA COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS

By: 

Robby Hollingsworth, Chairman

Witness: 

Name: Leneor Cox

Professional Probation Services, Inc.

By: 

Keith Ward, CEO

Witness: Diana m. Fessenden

Name: Diana m. Fessenden

RFQ 2022-K

Misdemeanor Supervision Services

ATTACHMENT A

RFQ 2022-1< Misdemeanor Probation Services

Scope of Services

The Columbia County Board of County Commissioners is requesting Qualification Packages from qualified firms for the RFQ 2022-1< Columbia County Misdemeanor Probation Services.

Background

Columbia County Misdemeanor Probation typically assigns approximately 30 new cases per month; there may be 150 open cases at any time during the year.

The goal of this RFQ is to provide misdemeanor probation services to our customers, Monday-Friday while maintaining or improving current quantity and quality of customer services at no cost to Columbia County.

The initial contract period will be 3 years with two 1-year optional extensions. 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.

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:

- Offenders entering the program are supervised to ensure completion of their personalized contractual agreement, which include (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; Contractor to direct offender to a Certified Testing Laboratory 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.

Misdemeanor Probation Services

- Misdemeanor Probation program operates in accordance with Section 948.15 Florida Statutes, 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.

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 County Court in and for Columbia County Misdemeanor Probation Services provided herein.

The Contractor shall provide monthly and annual reports and other statistical reports as required by the BOCC and the Court.

The Contractor shall provide the County and the Court 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 Clerk of Court, or agents thereof.

C. Records

Contractor shall at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida. 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.

D. Offices

The Contractor shall maintain at least one office within Columbia County (see further comments in this section). The facility must be compliant with the Americans with Disabilities Act. The Contractor shall operate to receive offenders

Monday — Friday

(excluding holidays). The Contractor shall notify the offenders of its hours of operation. If Contractor does not have an office located within Columbia County, please describe how the services will be rendered.

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.

F. Special Conditions

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

- Restitution
- Fines and Court Cost
- Evaluation and treatment programs
- Community services
- Cost of supervision fees, programs 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 conditions of probation 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

Initial Intake — The Contractor is to schedule an initial face-to-face contact with all offenders for supervision. However, the Contractor may permit audio/video connectivity or telephone calls in lieu of face-to-face contact. The Contractor shall clearly explain all of the court ordered terms to the offender in a manner that is understandable. The Contractor

will need to attend Court on Tuesdays and Thursdays for Arraignment, Pre-trial Conferences and Status Conferences.

The Contractor shall ensure that substance abuse evaluations of offenders ordered by the Court or under agreement by County Judge are conducted in accordance with the Court Order.

Probation and Pretrial Intervention Supervision — In addition to the initial intake noted above, offenders will be required to report to the Contractor at a minimum one (1) time per month during their probation supervision term unless otherwise ordered by the Court.

I. Change in Orders

Proposed orders of probation 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 and churches 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 utilize governmental and nonprofit agencies in addition to churches, 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 County Judge. 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 are 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 County Judge, 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,

The Contractor shall maintain financial records, capable of being audited, of all fines, restitutions, 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. 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 Judge pursuant to Sec. 948.15(3), Florida Statutes. 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 current statutory rate requires a minimum of \$40.00 per month for cost of supervision. The Contractor shall have procedures for handling the collection of offender fees and restitution. All funds, except Cost of Supervision, received by Contractor shall be transmitted to the Clerk of Court.

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 thirty (30) days following execution of contract.

Q. 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), Florida Statutes. To the extent possible, the Contractor shall assign each offender to an officer who shall maintain and be responsible for each 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 relevant experience in social work, community corrections, probation, or law enforcement. 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 convictions involving dishonesty or deceit. Pursuant to Sec. 948.15 (3)(b), Florida Statutes, criminal record checks of staff shall comply with standards established by the American Correctional Association.
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 shall submit any proposed changes in subcontractors for prior approval by the County.

PPS shall comply with this requirement.

M. Contractor's Financial Records

In addition to maintaining the individual case files, The Contractor shall maintain financial records, capable of being audited, of all fines, restitutions, 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. 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 Judge pursuant to Sec. 948.15(3), Florida Statutes.

Acknowledged.

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PPS shall comply with this requirement.

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COST OF SERVICES (PAID BY THE PARTICIPANT):

Supervision Services

Misdemeanor Probation	\$55.00 per month
Pre-Trial Diversion/Supervision	\$55.00 per month

Electronic Monitoring Services

GPS (PPS only offers "Active")	\$10.00 per day
GPS Monitoring with Alcohol-Remote Breath	\$10.00 per day (SCRAM)
SAM System	\$4.50 - \$5.50 per day Set-Up of \$50.00 or \$85.00 if participant is provided a smartphone.

Drug Screens

ETG/6 Panel Drug Combined Test-	\$20.00
Laboratory Confirmation Test	\$25.00
On-Site Alcohol Test (BAC)	\$15.00
On-Site Drug Test (6+ panels as designed by each Court- can be amended as needed).	\$15.00

Additional Services

Responsibility Awareness (RAP)	Fee determined by vendor
Drug & Alcohol Awareness (DAP)	Fee determined by vendor
Theft Awareness (TAP)	Fee determined by vendor
Conflict Awareness (CAP)	Fee determined by vendor
Responsible Parenting Awareness (RPAP)	Fee determined by vendor
Under the Influence Course	Fee determined by vendor
THC 101 Course	Fee determined by vendor
Nicotine 101 Course	Fee determined by vendor
STOPlifting Course	Fee determined by vendor
Respect & Resolve Course	Fee determined by vendor
Community Service Liability Insurance	\$25.00 (one-time fee - optional)
Vehicle Impoundment	\$ 5.00 per day
Community Service Work Coordination	\$0.00
Job Search/Interview Skills Development	Free

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 thirty (30) days following execution of contract.

Transition Plan

PPS has vast experience in assuming caseloads from both private competitors and government systems ranging in size of 40 active cases to more than 14,000. We look forward to a professional working relationship with the current provider in affecting a smooth transition.

