

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/22/2021

Contract/Lease Control #: C18-2718-JUD

Procurement#: RFP JUD 36-18

Contract/Lease Type: CONTRACT

Award To/Lessee: JUDICIAL CORRECTION SERVICES

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/21/2018

Expiration Date: 08/20/2022 W1 1 YR RENEWAL

Description of: MISDEMEANOR PROBATION SERVICES

Department: JUD

Department Monitor: WRIGHT

Monitor's Telephone #: 850-651-7551

Monitor's FAX # or E-mail: RWRIGHT@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/9/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Sutter, McLellan & Gilbreath, Inc 1424 North Brown Road Suite 300 Lawrenceville GA 30043	<b>CONTACT NAME:</b> Heather Giddens <b>PHONE (A/C, No, Ext):</b> 770-246-8300 <b>E-MAIL ADDRESS:</b> hgiddens@smginsurance.com <b>FAX (A/C, No):</b> 678-802-3971													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Indemnity Co.</td> <td>25658</td> </tr> <tr> <td>INSURER B : Evanston</td> <td>35378</td> </tr> <tr> <td>INSURER C : QBE Insurance Corporation</td> <td>39217</td> </tr> <tr> <td>INSURER D : United States Fire Insurance Company</td> <td></td> </tr> <tr> <td>INSURER E : Great American Insurance Company</td> <td>16691</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Indemnity Co.	25658	INSURER B : Evanston	35378	INSURER C : QBE Insurance Corporation	39217	INSURER D : United States Fire Insurance Company		INSURER E : Great American Insurance Company	16691	INSURER F :
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**INSURED** COXCORR-01  
 Cox Corrections X LLC; Judicial Corrections Services LLC; NE GA  
 Probation Services Inc,  
 Professional Probation Services Inc  
 1770 Indian Trail Road Suite 350  
 Norcross GA 30093

**COVERAGES** **CERTIFICATE NUMBER:** 1821194173 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

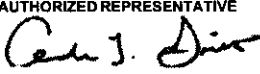
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6608F078876	6/24/2021	6/24/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6608F078876	6/24/2021	6/24/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ n			XOBW8004521	6/24/2021	6/24/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
C D E	Errors & Omissions Crime Accident			100003365 626-037797-7 BSR3230860-09	7/8/2020 9/1/2020 6/30/2021	9/1/2021 9/1/2021 6/30/2022	Per Claim/Aggregate 2,000,000 Per Claim/Aggregate 100,000 Acc: 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be at

Named Insureds:  
 Cox Corrections X LLC  
 Judicial Corrections Services, LLC  
 Professional Probation Services, Inc  
 Georgia Probation Management  
 Integrity Supervision Services LLC

Accident policy includes: Brevard County Florida, City of Brighton CO, City of Cartersville (Sarasota County FL, Sumter County FL, Volusia County FL

**CONTRACT#: C18-2718-JUD**  
**JUDICIAL CORRECTION SERVICES**  
**MISDEMEANOR PROBATION SERVICES**  
**EXPIRES: 08/20/2022 W/1 1 YR RENEWAL**

<b>CERTIFICATE HOLDER</b>  Okaloosa County BCC 302 N Wilson St Crestview FL 32536	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 

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CONTRACT/LEASE RENEWAL FORM

July 6, 2021
Judicial Correction Services, LLC (JCS)
Attn: John C. Cox (Clay)
1770 Indian Trail Road, Suite 350
Norcross, GA 30093
RE: Misdemeanor Probation Services

CONTRACT#: C18-2718-JUD
JUDICIAL CORRECTION SERVICES
MISDEMEANOR PROBATION SERVICES
EXPIRES: 08/20/2022 W/1 1 YR RENEWAL

Dear Sir

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, #C18-2718-JUD for an additional term. The contract renewal period will be 08/21/2021 to 08/20/2022. The annual budgeted amount for this contract is \$ by job. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director
Signature: Rain M Wright

Contractor: JCS

Date: 7/19/2021

Approved By: Jeffrey A Hyde
(as prescribed below on item 1)

Approved By: [Signature]

Date: 07/22/2021

Approved By:
(as prescribed below on item 1)

Title: President

Date:

Date: 7-12-21

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
2) Keep a copy of this form for your records.
3) Send original to Contracts and Lease Coordinator at Purchasing Department. If you have any questions please contact the Purchasing Manager at 850-689-5960, Fax: 850-689-5970

**XI. MISDEMEANOR PROBATION SERVICES COST SUMMARY** – This section shall consist of a concise listing of all services to be provided, a fee for such services, and an anticipated funding source. Describe process to be used to determine fee increases and the role of the court in the process.

**Supervision Services**

Basic (General) Probation	\$50.00 per month
Intensive Probation	\$75.00 per month
Indigent Probation Supervision	\$50.00 (one-time fee)
Pre-Trial Diversion	\$50.00 per month or as determined by Office of State Attorney
Worthless Check Diversion Program	\$30.00 per check or as determined by Office of State Attorney

**Electronic Monitoring Services**

Drug Patch	\$12.00 per day
GPS (JCS only offers "Active")	\$9.00 per day
GPS Monitoring with Alcohol-Remote Breath	\$7.00 per day

**Drug Screens**

ETG/Drug Confirmation Combined Test-	\$45.00
Laboratory Confirmation Test	\$45.00
Veteran's Treatment Court Drug Test	Free
On-Site Alcohol Test (BAC Track)	Free
On-Site Drug Test (10 panels as designed by each Court- can be amended as needed).	\$15.00

**Additional Services**

Pre-Sentence Investigation	\$50.00
Veteran's Treatment Court Random Drug Test Line	Free
Tobacco Education Program	\$ 0 - \$35.00
Vehicle Impoundment	\$ 5.00 per day
Marjuana/THC Education	\$ 29.95 - online
Shoplifting Awareness Workshop	\$ 0 - \$65.00
Community Service Work Coordination & Supervision	Free





<b>Community Service Liability Insurance</b>	<b>\$15.00</b>
<b>Moral Recognition Therapy</b>	<b>\$25.00 per session</b>
<b>Anger Management Workshop</b>	<b>\$25.00 per session</b>
<b>Specialty Court Services-Mental Health &amp; Veteran's Treatment Court</b>	<b>Free</b>
<b>Anger &amp; What It Means to Me</b>	<b>\$25.00 per session</b>
<b>Life Skills/Financial Management</b>	<b>Free</b>
<b>Health Prevention Testing-HIV/STD</b>	<b>Free</b>
<b>Job Search/Kiosk use/Interview Skills Development</b>	<b>Free</b>



## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08-27-2018

Contract/Lease Control #: C18-2718-JUD

Procurement#: RFP JUD 36-18

Contract/Lease Type: CONTRACT

Award To/Lessee: JUDICIAL CORRECTION SERVICES

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/21/2018

Expiration Date: 08/20/2021 W/2 1 YR RENEWALS

Description of Contract/Lease: MISDEMEANOR PROBATION SERVICES

Department: JUD

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7551

Monitor's FAX # or E-mail: JHOFSTAD@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: TBD Tracking Number: 3048-18  
Procurement/Contractor/Lessee Name: Judicial Correct SERVICES Grant Funded: YES \_\_\_ NO X  
Purpose: Contract for probation services  
Date/Term: 3 yrs w 2 1/2 yr renewals 1.  GREATER THAN \$100,000  
Amount: by job 2.  GREATER THAN \$50,000  
Department: BCC or DUD 3.  \$50,000 OR LESS  
Dept. Monitor Name: Hertstad

**Purchasing Review**  
Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 7-13-18  
Purchasing Manager or designee Jeff Hyde, DeRita Mason

**2CFR Compliance Review (if required)**  
Approved as written: no federal funds Date: \_\_\_\_\_  
Grants Coordinator Danielle Garcia

**Risk Management Review**  
Approved as written:  
Krystal King Date: 7-19-18  
Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**  
Approved as written: see email attached Date: 7-24-18  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:  
**Clerk Finance**  
Document has been received:  
\_\_\_\_\_  
Finance Manager or designee Date: \_\_\_\_\_

## DeRita Mason

---

**From:** Hoshihara, Lynn <lhoshihara@ngn-tally.com>  
**Sent:** Tuesday, July 24, 2018 8:39 AM  
**To:** Jeffrey Hyde; DeRita Mason; Kay Godwin  
**Subject:** Probation services contract

Good morning,

Greg spoke with the Chairman and the Clerk about the 3-year term and our concerns with the non-compete. The draft contract is ready to be distributed as written. Let me know if anyone has any questions.

Thanks,  
Lynn

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



# Board of County Commissioners Purchasing Department

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State of Florida

Date: July 6, 2018

OKALOOSA COUNTY PURCHASING DEPARTMENT  
NOTICE OF INTENT TO AWARD  
RFP JUD 36-18  
Misdemeanor Probation Services

The Judicial Services Department would like to thank all businesses which submitted responses to the Misdemeanor Probation Services. (RFP JUD 36-18)

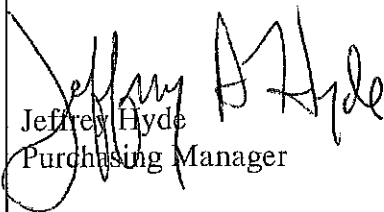
After in-depth examination of all submittals in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

**Judicial Correction Services (JCS)**  
**1770 Indian Trail Rd, Suite 350**  
**Norcross, GA 30093**

This Notice of Intent does NOT constitute the formation of a contract/purchase order between Okaloosa County and the apparent successful bidder/respondent. The County reserves the right to enter into negotiations with the successful bidder/respondent in order to finalize contract terms and conditions. No agreement is entered into between the County and any parties until a contract is approved and fully executed.

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 30 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 30.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Sincerely,

  
Jeffrey Hyde  
Purchasing Manager

**CONTRACT  
For RFP JUD 36-18  
MISDEMEANOR PROBATION SERVICES**

This Contract executed and entered into this 21st day of August, 2018, between Okaloosa County, Florida, (hereinafter the "County"), whose principal address is 1250 N. Eglin Parkway, Shalimar, Florida 32579, and Judicial Correction Services, LLC (JCS),(hereinafter the "Contractor"), a foreign limited liability company certified to conduct business in the State of Florida, whose principal address is 1770 Indian Trail Rd., Ste 350, Norcross, GA 30093, states as follows:

**WITNESSETH:**

**WHEREAS**, the County through a Request for Proposal and Respondents Acknowledgement solicited for Misdemeanor Probation Services; and

**WHEREAS**, after due review of all responses, Judicial Correction Services, LLC has been selected as the Contractor for Misdemeanor Probation Services; and

**WHEREAS**, the County, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated per this amendment as stated in Exhibit "B" attached hereto; and

**WHEREAS**, the County desires the services of the Contractor and the Contractor is willing and able to perform all services in accordance with this Contract.

**NOW, THEREFORE**, the parties hereto agree as follows:

**I. Incorporation of Documents**

The following documents are incorporated herein by reference into this Contract and are attached as:

1. Exhibit "A", Request for Proposals & Respondent's Acknowledgment/Contractor's Submittal, **RFP JUD 36-18, MISDEMEANOR PROBATION SERVICES**; date of opening May 9, 2018 and any addendums thereto.
2. Exhibit "B", Standard Additional Clauses, attached hereto and made a part of this contract.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties.

## **II. Scope of Work**

The Contractor will provide services as further outlined in the attached Exhibit "A". Any changes to this Contract shall be by a contract amendment, which must be agreed to in writing and fully executed by both parties.

Judicial Correction Services, LLC will provide payment information to update the Clerks case maintenance system. The information must be provided in a file using the data layout established by the Clerk and delivered via web service or ftp site.

## **III. Payment**

The Contractor will be paid for the delivery of services provided in accordance with the terms and conditions of this contract and attached Exhibit "A" (Request for Proposal & Respondent's Acknowledgment/Contractor's Submittal).

## **IV. Invoice Requirements**

The Contractor shall request payment through submission of a properly completed invoice. County shall make payments within thirty (30) days of receipt of invoice. Invoicing and monthly reporting shall be in sufficient detail for pre- and post-audit review to ensure the services were performed and that the correct amount has been invoiced.

In the event a portion of an invoice submitted to the County for payment to the Contractor, as specified above, is disputed, payment for the disputed amount may be withheld pending resolution of the dispute, and the remainder of the invoice will be processed for payment without regard to that portion which is in dispute.

## **V. Duration of Contract and Termination of the Contract**

This Contract will be effective upon signing of contract by both parties and will run for three (3) years with the option for two (2) one (1) year renewals upon written agreement by both parties.

The County may terminate this Contract with or without cause by providing thirty (30) days written notice to the Contractor.

The County may terminate this Contract in whole or part for cause, if the County determines that the performance of the Contractor is not satisfactory. The County shall notify the Contractor of the deficiency in writing with a requirement that the deficiency be corrected within ten (10) days of such notice. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. If the deficiency is not corrected within such time period, the County may either (1) immediately terminate the Contract, or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the County chooses to take action and not terminate the Contract, the Contractor shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.



If the County terminates the Contract, the County shall notify the Contractor of such termination in writing, with instruction to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

The County reserves the right to unilaterally cancel this Contract for refusal by the Contractor or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Contract unless the records are exempt.

Upon receipt of a final termination or suspension notice under this Article, the Contractor shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following:

1. Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; and
2. Furnish a statement of the activities and other undertakings the cost of which are otherwise includable as costs under this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule of costs as approved by the County. The closing out of federal financial participation in the services provided shall not constitute a waiver of any claim which the County may otherwise have arising out of this Agreement.

## **VI. Remedies**

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Contract shall be held in Okaloosa County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

## **VII. Intent of Contract Documents**

It is the intent of the Contract Documents to describe a functionally complete project to be performed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

## **VIII. Investigation**

Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

## **IX. Notice**

All notices required by this Contract shall be in writing to the representatives listed below:

### **The authorized representatives of the County shall be:**

John Hofstad, County Administrator  
1250 North Eglin Parkway, Suite 102  
Shalimar, Florida 32579  
Phone: 850-651-7515  
Fax: 850-651-7551  
Email: [jhofstad@co.okaloosa.fl.us](mailto:jhofstad@co.okaloosa.fl.us)

### **The authorized representative for Judicial Correction Services, LLC shall be:**

John C. Cox-President  
1770 Indian Trail Rd., Ste. 350  
Norcross, GA 30093  
Phone: 678-218-2100  
Fax: 678-218-4104  
Email: [ccox@ppinsfo.net](mailto:ccox@ppinsfo.net)

### **Courtesy copy to:**

Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Phone: 850-689-5960  
Fax: 850-689-5998  
Email: [dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

## **X. Public Records**

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

## **XII. Audit**

The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

## **XIII. Assignment**

Contractor shall not assign this Contract or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Contract or any part thereof, it shall

require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

#### **XIV. Entire Contract & Waivers**

This Contract and all exhibits as incorporated herein, contain the entire contract between the parties and supersedes all prior oral or written contracts. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Contract can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

#### **XV. Severability**

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

#### **XVI. Independent Contractor**

Contractor enters into this Contract as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

#### **XVII. Third Party Beneficiaries**

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third party beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

## **XVIII. Indemnification and Hold Harmless**

Contractor agrees to hold harmless, indemnify, and defend or, at the option of the County, pay the cost of defense, the County and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Contract or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the Contractor's limit of, or lack of, sufficient insurance protection.

## **XIX. Representation of Authority to Contractor/Signatory**

The individual signing this Contract on behalf of Judicial Correction Services, LLC represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The signatory represents and warrants to the County that the execution and delivery of this Contract and the performance of Judicial Correction Services. Obligations hereunder have been duly authorized and that the Contract is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

## **XX. Subcontracting**

Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into, and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

## **XXI. Insurance**

### **CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.

2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

## **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.

3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

### **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the contractor does not own vehicles, 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 Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

### **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

### **PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY**

Coverage must be afforded for Wrongful Acts. Contractor must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.



## LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1M each accident (A combined single limit)
3. Commercial General Liability	\$1M each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1M each occurrence
5. Professional Liability (E&O)	\$1M each claim

## NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

## INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

**Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.**

## **CERTIFICATE OF INSURANCE**

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject any deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

## **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

## **UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

## **XXII. Taxes and Assessments**

Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

**XXIII. Compliance with Laws**

Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Work, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Work, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

**XXIV. Federal Regulations**

The parties agree to comply with the Federal Regulations as set forth in Exhibit B, which is expressly incorporated herein as part of the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Contract on the respective dates under each signature.

**JUDICIAL CORRECTION SERVICES, LLC**

John C. Cox, President  
Printed Name/Title

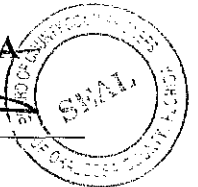
[Signature]  
Signature

7-31-18  
Date:

**OKALOOSA COUNTY, FLORIDA**

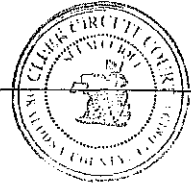
[Signature]  
Graham W. Fountain, Chairman

8/21/18  
Date:



ATTEST:

[Signature]  
J.D. Peacock II, Clerk



## Exhibit "B"

### Standard Contract Clauses

#### Title VI Clauses for Compliance with Nondiscrimination Requirements

##### Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the on discrimination Acts And Authorities on the grounds of race, color, or national origin.
- 4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

**6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

##### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the

Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The *contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The *contractor* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

#### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910).



Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### **E-VERIFY**

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
  - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
  - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
  - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
  - a. All new employees.
    - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - ii. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - iii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar

days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
  - i. Enrollment in the E-Verify program; or
  - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
  - i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
  - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
  - iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

(1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,500; and

Includes work performed in the United



# EXHIBIT "A"

## REQUEST FOR PROPOSALS (RFP) & RESPONDENT'S ACKNOWLEDGEMENT

**RFP TITLE:**  
MISDEMEANOR PROBATION SERVICES

**RFP NUMBER:**  
RFP JUD 36-18

**LAST DAY FOR QUESTIONS:** April 30, 2018 12:00 P.M. CST

**RFP OPENING DATE & TIME:** May 9, 2018 2:30 P.M. CST

**NOTE: PROPOSALS RECEIVED AFTER THE PROPOSAL OPENING DATE & TIME WILL NOT BE CONSIDERED.**

Okaloosa County, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this RFP are incorporated into your response. A proposal will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All envelopes containing sealed proposals must reference the "RFP Title", "RFP Number" and the "RFP Due Date & Time". Okaloosa County is not responsible for lost or late delivery of proposals by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted proposals will be accepted. Proposals may not be withdrawn for a period of sixty (60) days after the proposal opening unless otherwise specified.

**RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.**

COMPANY NAME Judicial Correction Services, LLC (JCS)  
MAILING ADDRESS 1770 Indian Trail Road, Suite 350  
CITY, STATE, ZIP Norcross, GA 30093  
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 58-2665147  
TELEPHONE NUMBER: 678 218 2100 EXT: / FAX: 678-218-4104  
EMAIL: ccox@ppsinfo.net

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS PROPOSAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: [Signature] TYPED OR PRINTED NAME John C. Cox  
TITLE: President DATE 5-3-18

## NOTICE TO RESPONDENTS RFP JUD 36-18

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until **2:30 p.m. (CST) May 9<sup>th</sup>, 2018**, for **MISDEMEANOR PROBATION SERVICES**.

Interested respondents desiring consideration shall provide one (1) original and six (6) copies (total of 7) of their Request for Proposals (RFP) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical.

**All originals must have original signatures in blue ink.**

Proposal documents are available for download by accessing the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/home> then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at <https://www.bidnetdirect.com/florida>

Submittals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than **2:30 p.m. (CST) May 9<sup>th</sup>, 2018** in order to be considered. All proposals received after the stated time and date will be returned unopened and will not be considered. All submittals must be in sealed envelopes reflecting on the outside thereof "**MISDEMEANOR PROBATION SERVICES.**" Failure to clearly mark the outside of the envelope as set forth herein shall result in the submittal not being considered.

The County reserves the right to award to the firm submitting a responsive proposal with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision will be final.

**NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery service assume all risk of late or non-delivery.**

All submittals should be addressed as follows:

**MISDEMEANOR PROBATION SERVICES**

**RFP JUD 36-18**

Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536

  
\_\_\_\_\_  
Jeffrey Hyde  
Purchasing Manager

04/11/2018  
Date

OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS

Graham W. Fountain  
Chairman



# PROPOSAL REQUIREMENTS

**PROPOSAL #: RFP JUD 36-18**

**PROPOSAL ITEM: MISDEMEANOR PROBATION SERVICES**

## **I. INTRODUCTION**

The Okaloosa County Board of County Commissioners is soliciting proposals from qualified vendors to provide misdemeanor probation services. The selected contractor must be financially solvent and have a track record of providing high quality services with a high grade of customer satisfaction.

## **II. MISDEMEANOR PROBATION SERVICES SCOPE OF WORK**

Proposals shall set forth the services and programs to be provided as required in the following subsections (1-18). Services to be provided must comply with all applicable federal, state and local laws, as well as any applicable court orders. When differences exist, the highest standards shall apply as determined by the County.

1. **Supervision Services** – The proposer shall describe its approach to ensuring a probationer complies with the conditions of the probation order. At a minimum, they should address frequency of contact, type and location of contact, interpretive services, method of electronic monitoring if appropriate.
  - a. **Initial Intake & Counseling** – The proposer shall require an initial face-to-face contact with all probationers for counseling and supervision, unless waived by the sentencing Court, upon initiation of the probation. The proposer shall clearly explain all of the terms of the probation to the probationer in a manner that the probationer fully understands. The proposer shall conduct or complete the referral process for a substance abuse evaluation of the probationer within fifteen (15) days of the initiation of the probation, if ordered by the court. In cases where the probationer has been ordered not to have contact with a victim who shares the same residence, or when otherwise ordered by the court, the proposer shall verify the probationer's actual home address. The proposer shall verify the probationer's employment within the first thirty (30) days of the probation, unless specifically waived by the court.
  - b. **Supervision** – In addition to the initial intake and counseling session noted above, most probationers will then be required to report to the proposer's office once per month for the remainder of their probationary term. The court may alter the frequency of visits in individual cases. Attendance by the probationer at court ordered counseling sessions is in addition to required visits with the proposer.
  - c. **Electronic Monitoring** – The proposer shall describe if they plan to provide electronic monitoring and alcohol monitoring (SCRAM) in house. If they do not plan on providing this service in house, describe the coordination of the service and the cost. These services may be in addition to the supervision noted above. Cost of electronic monitoring and alcohol shall be borne by the probationers.

- d. **Urinalysis Testing** – The proposer will be required to provide urinalysis testing for probations. Information should be provided on the type of testing used, chain of custody and cost to the probationers.
  - e. **Specialized Court Programming** - The proposer will be required to attend staffing and court hearings for specialty courts such as Veteran’s Court and Mental Health Court. Proposer shall describe their staff model for these types of programs.
2. **Rehabilitation Services** – The proposer shall provide a list of rehabilitative, work incentive, and job placement services (e.g. anger management, shop lifting prevention, money management, substance abuse, driver improvement, domestic violence, parenting, etc.) with specific descriptions of treatments and outcomes, that will be offered to the probationer at no or minimal costs. If a cost is involved, the proposer shall identify the total cost of the service to the probationer.
3. **DUI School** – The proposer shall provide a description of how they plan to address the probationer’s requirement of attending DUI School. If proposer is not a DUI school service provider, describe the plan to access other providers. If a cost is involved, the proposer shall identify the total cost of the service to the probationer.
4. **Impoundment of Vehicles** – The proposer shall provide a description of how they plan to address the statutory requirement of the impoundment of the probationer’s vehicle. If a cost is involved, the proposer shall identify the total cost of the service to the DUI probationer.
5. **Diversion Programs** – The proposer will be required to provide program descriptions for a Pretrial Diversion Program and a Check Diversion Program. Proposer shall identify the total cost of the service to the probationer.
6. **Service Locations** – The proposer will be required to provide supervision services in the north and south end of the County. Describe the delivery of services at both locations.
7. **Staffing Levels** – The proposer shall provide a description of how they plan to staff the organization they will use to provide the services they are proposing. At a minimum this description shall address:
  - a. Total number of staff, position titles and descriptions, and anticipated ratio of probation officers to each County Judge.
  - b. Describe the procedures for assigning staff for each level of service. Include the staffing pattern for the North-end of the County (Crestview) and the South-end of the County. List the number and type of staff that is proposed to be assigned to handle each level of service.
  - c. Anticipated maximum staff caseload.
  - d. Anticipated staff background and qualifications including any required certification or licensure.
  - e. Staff in-service and out-service training program and who pays for it.



- f. Describe the salaries and benefits offered to the proposer's employees. Be specific in benefits and when an employee can expect each benefit (new hire vs. tenured employee).
  - g. Describe the proposer's hiring process and any role they plan for the County Judges to have in this process.
  - h. Describe how the proposer defines "an equivalent combination of education and relevant experience." Be specific.
  - i. Describe proposer's policy for issuance of employee bonuses. Describe the disclosure process to the court.
8. **Technology** – The proposer shall describe the type of technology they plan to use in their office, in the field and in court to support their delivery of the proposed services. This description shall address not only what it is, but how they plan to use it. The proposer should list any specific hardware and software they currently use and plan to use.
9. **Collection Services** – The proposer shall describe any support it proposes to give to the Okaloosa County Clerk of Court in the collection of fines, fees, court costs and restitution from offenders on misdemeanor probation. A detailed description of accounting, bookkeeping and remittance procedures to support the proposed collection support shall be provided. The proposer shall provide evidence of the success rate of its proposed collection support system if they have used it elsewhere. The proposer shall disclose if they envision the establishment of a Reserve Account. Describe the process for accessing the reserve account, disposition of the reserve and the amount expected to be set as reserve.
10. **Orders** – proposed orders of probation violation, probation modification, and early termination shall be prepared by the proposer and shall conform to a format adopted by the County Court.
11. **Community Service Work** – The proposer shall describe how they plan to ensure the compliance of community service work. The proposer is not permitted to utilize the service of probationers to perform community service work to the benefit of the proposer.
12. **Violation of Probation** – The proposer shall describe its proposed procedures and criteria for recommending revocation of an offender's probation. When a violation of any term of probation is alleged to have occurred, the proposer shall advise the sentencing court of the alleged violation(s) by sworn affidavit within fifteen (15) days of the occurrence. If the affidavit recommends revocation of a probationer's probation, the affidavit must include the circumstances under which revocation is being recommended. In the event the proposer recommends termination of probation prior to the probationer having completed payment of restitution, fines, or court costs, without notifying the sentencing court that the conditions have not been completed, the proposer shall be responsible for the payment of any remaining restitution, fines, or costs unless waived, for good cause, by the sentencing court. In any case where the sentencing court's jurisdiction has been lost prior to all conditions of probation being satisfied by the probationer, the proposer shall transmit a copy of the case file to the judge if requested. The probation officer shall transmit with the case file a cover letter on proposer's letterhead outlining in detail the efforts made by that officer to seek compliance with the terms of probation.

### 13. **Special Conditions**

1. The proposer shall follow up and enforce special conditions of probation, including, but not limited to;
  - a. Restitution
  - b. Fines and court costs
  - c. Evaluation and treatment programs
  - d. Community services
  - e. Cost of supervision fees
  - f. Procurement of licenses
2. The proposer shall place priority on payment of restitution. Waivers by the sentencing court of any special condition of probation shall be noted in the case file. Describe the procedures for the waiver of supervision fees, if applicable.
14. **Indigent Services** – The proposer shall describe its approach for providing its proposed services to offenders that have been declared indigent by the court. This description shall include how many probationers of this type they anticipate being assigned as well as how they expect to be compensated for provision of such services.
15. **Americans with Disabilities Act** - The proposer shall describe its approach for providing its proposed services in compliance with Americans with Disabilities Act. The description shall include a plan for training the staff.
16. **Interpreters** – The proposer shall describe its approach for providing its proposed services to non-English speaking probationers and the deaf and hard of hearing probationers.
17. **Financial Process** – The proposer shall describe its approach to the collecting and processing of payments. The description shall include the collection process, receipting of the funds, depositing the funds and the disbursement process.
18. **Transition Plan** – The proposer shall thoroughly describe their transition plan from the current program to the proposer, if awarded the contract. This description shall include a detailed time line and action items. If the contract moves to another provider, the proposer must fully cooperate with the transition to a subsequent provider.

**MISDEMEANOR PROBATION SERVICES COST SUMMARY** – This section shall consist of a concise listing of all services to be provided, a fee for such services, and an anticipated funding source. Describe process to be used to determine fee increases and the role of the court in the process.

**REPORTING & COMMUNICATION WITH THE COURT** – This section shall consist of a description of the frequency and type of caseload and collection reports the proposer plans to submit to the court in addition to the statutory requirements (quarterly reports to the Chief Judge, County Court Judges and the County describing the payments received, services delivered, outcomes, offenders serviced etc. pursuant to 948.15, Florida Statutes). It will be necessary for the proposer to communicate with and meet with the judges on a routine bases to discuss the needs of the court

as well as the unique issues of the offenders. It is the expectation of the court that the proposer will work with them in the development and implementation of innovative programs. Proposer shall describe their experience in this area and their willingness to work with the court.

Applicants should describe how they will interact with the Clerk of Court to discover and implement ways to increase e-efficiencies in processing information and funds and any record in doing so. Similarly, applicants should describe how they would interface with DOC State Probation and Parole for defendants who are on probation with both systems. Applicants should also describe how they would interact with the Okaloosa County Jail and Pre-trial Services.

**FINANCIAL STATUS** – The proposer must be stable and financially solvent. State if company is presently negotiating a sale, acquisition or merger which would alter the company's structure as stated above. Describe the relationship between the proposer and all subcontractors in the proposer's proposal, including the division of roles and responsibilities.

### **III. SUBMITTAL REQUIREMENTS**

State the form of ownership and the number of years the proposer has been in business under current name; state previous company name, if applicable. Provide the names of proposer's chief officers, Board of Directors if a corporation (profit or not for profit) as appropriate. State the year and state of incorporation. If a partnership, provide the names of the partners.

Provide all pertinent information relating to the proposer's organization, qualifications of personnel, and capabilities to perform the Misdemeanor Probation Services required by this RFP. If any services will be subcontracted, the proposer shall submit a separate response for each subcontractor specifying the firm's name and address, contact person, complete description of work to be subcontracted and descriptive information concerning subcontractor's organization and abilities. Proposer shall also provide the following information about the proposer and any subcontractor.

1. Provide a detailed description of the proposer's experience in the field of delivering Misdemeanor Probation Services and associated support functions especially in the State of Florida. Proposer shall list all past and present contracts for the last three (3) years, services provided, year(s) in which the services were provided, and the name, phone # and e-mail address of contact person (e.g. contract officer) and the name of the Chief Judge and/or Court Clerk for each current contract.
2. Identify all Misdemeanor Probation Services contracts terminated for the last three (3) years, the reasons for the termination, and the name and phone # of a contact person for the former contracting agency.
3. Proposer's organization size and structure, and history of the company.
4. Qualifications and experience of key personnel who will be utilized to carry out the terms of the contract. At a minimum include educational background, certificates or licensure, management or supervisory experience and work experience.
5. Audited financial statements for the previous three (3) years, or for each of the years in operation if fewer than three (3) years.

6. A list of all indictments and/or convictions for violations of federal and/or state laws by the proposer or any present or former director or officer of the proposer.
7. Names, docket numbers, and courts for all lawsuits pending against the proposer, any of its officers, employees, contractors, or a governmental entity with whom the proposer has a contract, in connection with the delivering of Misdemeanor Probation Services.
8. A list of lawsuits settled or lost in the past three (3) years by the proposer, the issues involved, and the settlement reached or judgment rendered.

#### **IV. SELECTION CRITERIA**

The selection of a Respondent to provide professional services will be based on the following criteria:

- 25pts** Experience: The proposer's experience in delivering misdemeanor probation services and support functions, with specific emphasis on county-level experience within Florida.
- 30pts** Quality of Services: The quality of proposed services, including but not limited to proposed supervision, rehabilitation, indigent, and collection services.
- 30pts** Quality of Programs: The quality of proposed programs, including but not limited to proposed pretrial diversion and check diversion programs.
- 15pts** References: The level and depth of references provided by credible sources, including but not limited to previous contract monitors, court staff, etc.

The selection process will consist of the following steps:

1. All interested parties shall submit written responses that address each aspect of the Scope of Work and Selection Criteria in the sequence presented in the RFP. Respondents may also include additional material they deem relevant to their selection.
2. A Review Committee will evaluate the submitted proposals, rank their responsiveness to the Selection Criteria, and identify the top-ranked Respondents.
3. The top-ranked Respondents may be invited to make a presentation. Each presentation will be conducted at the Respondent's expense, including all travel costs.
4. The Review Committee shall recommend the final, top-ranked Respondent(s) to the Board of County Commissioners for final approval.

***NOTE: Failure to provide all the required information, in the required format, may disqualify the vendor from further consideration***

#### **VI. TERM OF CONTRACT**

The initial contract term is anticipated to be three (3) years, with the option for two (2), one (1)-year renewals. Each renewal must be mutually agreed upon in writing by both parties.

## GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 02/8/2018

### **CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

### **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.

3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

### **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, 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 Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

### **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

### **LIMITS OF LIABILITY**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u><b>LIMIT</b></u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1M each occurrence (A combined single limit)

- |    |                                 |  |
|----|---------------------------------|--|
| 3. | Commercial General Liability    | \$1M each occurrence<br>for Bodily Injury & Property Damage<br>\$1M each occurrence Products and<br>completed operations |
| 4. | Personal and Advertising Injury | \$1M each occurrence   |
| 5. | Professional Liability (E&O)    | \$1,000,000 (claims made)  |

**NOTICE OF CLAIMS OR LITIGATION**

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor’s knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

**INDEMNIFICATION & HOLD HARMLESS**

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

**Note: For Contractor’s convenience, this certification form is enclosed and is made a part of the bid package.**

**CERTIFICATE OF INSURANCE**

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days’ notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.

5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject any deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

## **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

## **UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.



# GENERAL PROPOSAL CONDITIONS

## 1. PRE-PROPOSAL ACTIVITY -

Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Selection Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Email: [myoung@myokaloosa.com](mailto:myoung@myokaloosa.com)  
(850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFP & Respondent's Acknowledgement form). Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as a written addenda distributed to all prospective respondents by posting to the Florida Online Bid System (Florida Purchasing Group) and the Okaloosa County Web Site.

To access the Florida Online Bid System go to: <https://www.bidnetdirect.com/florida> to access the Okaloosa County Web Site go to: <http://www.co.okaloosa.fl.us/purchasing/current-solicitations>.

Such written addenda or modification shall be part of the proposal documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their proposal. No respondent may rely upon any verbal modification or interpretation.

## 2. PREPARATION OF PROPOSAL – The proposal form is included with the proposal documents. Additional copies may be obtained from the County. The respondent shall submit originals and bid forms in accordance with the public notice.

All blanks in the proposal documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the proposal signed. A proposal price shall be indicated for each section, proposal item, alternative, adjustment unit price item, and unit price item listed therein, or the words “No Proposal”, “No Change”, or “Not Applicable” entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numeric figures, the written amount shall govern. Any proposal which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting proposals may be rejected.

A proposal submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

A proposal submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A proposal submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A proposal submitted by an individual shall show the respondent's name and official address.

A proposal submitted by a joint venture shall be executed by each joint venture in the manner indicated on the proposal form. The official address of the joint venture must be shown below the signature.

All signatures shall be in blue ink. All names shall be typed or printed below the signature.

The proposal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the proposal shall be shown.

If the respondent is an out-of-state corporation, the proposal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of.

3. **AUTHORITY TO PIGGYBACK** - All respondents submitting a response to this Request for Proposal agree that such response also constitutes a proposal to other Florida local governments under the same conditions, for the same contract price, and for the same effective period, should the respondent feel it is in their best interest to do so.

Each governmental agency desiring to accept this proposal and make an award thereof shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this RFP. This provision in no way restricts or interferes with the right of any governmental agency to independently procure any or all items.

4. **INTEGRITY OF PROPOSAL DOCUMENTS** - Respondents shall use the original Proposal documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Proposal documents if sufficient space is not available. Any modifications or alterations to the original proposal documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response in the form of an addendum to the original proposal documents.
5. **SUBMITTAL OF PROPOSAL** - A proposal shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to proposal and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the proposal is submitted), the name and address of the respondent, and shall be accompanied by the proposal security and other required documents. It is the respondent's responsibility to assure that its proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will **NOT** be accepted.

**Note: Crestview is not a next day delivery site for overnight carriers.**

6. **MODIFICATION & WITHDRAWAL OF PROPOSAL** - A proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a proposal must be executed

and delivered to the place where proposals are to be submitted prior to the date and time for the opening of proposals.

If within 24 hours after proposals are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its proposal, that respondent may withdraw its proposal, and the proposal security may be returned. Thereafter, if the work is re-proposal, that respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

7. **PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE** – All proposals will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the proposal opening, but the County may, in its sole discretion, release any proposal and return the proposal security prior to the end of this period.
8. **IDENTICAL TIE PROPOSALS** – In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.
9. **CONDITIONAL & INCOMPLETE PROPOSALS** - Okaloosa County specifically reserves the right to reject any conditional proposal and proposals which make it impossible to determine the true amount of the proposal.
10. **PROPOSAL PRICE** – The proposal price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc. to cover the finished work called for.
11. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this proposal or resulting contract when deemed to be in the County's best interest.
12. **SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the proposal specifications. Respondent must also explain any deviation from the proposal specification in writing, as a foot note on the applicable proposal page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their proposal. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with proposal specifications.
13. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
14. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its proposal:
  - a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.

- b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
- c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
- d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- f. Default under previous contract.
- g. Listing of the respondent by Local, State or Federal Government on its barred/suspended vendor list.

**15. AWARD OF CONTRACT -**

**Okaloosa County Review** - A selection committee will review all proposals and will participate in the Recommendation to Award.

The contract shall be awarded to the responsible and responsive respondent whose proposal is determined to be the most advantageous to the County, taking into consideration the price and other criteria set forth in the request for proposals. The County reserves the right to reject any and all proposals or to waive any irregularity or technicality in proposals received. The County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional proposals and proposals which make it impossible to determine the true amount of the proposal. Each item must be proposal separately and no attempt is to be made to tie any item or items to any other item or items.

- 16. PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract number.
- 17. DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

18. **PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any 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 36 months following the date of being placed on the convicted vendor list.
19. **CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.  
  
**Note: For respondent's convenience, this certification form is enclosed and is made a part of the proposal package.**
20. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Proposals will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
21. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.
22. **CONE OF SILENCE** - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**Cone of Silence**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal proposals, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.  
  
**Note: For respondent's convenience, this certification form is enclosed and is made a part of the proposal package.**
23. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071(1)(b)2. sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
24. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.
25. **PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers

may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

26. **SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
27. **FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the proposal list for duration of one (1) year, at the option of the County.
28. **AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through and until three (3) years after the expiration of contract.
29. **EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent shall not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
30. **NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
31. **UNAUTHORIZED ALIENS/PATRIOT'S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the

contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

**32. The following documents are to be submitted with the proposal packet:**

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Cone of Silence
- E. Indemnification and Hold Harmless
- F. Company Data
- G. Systems of Awards Management
- H. Addendum Acknowledgement
- I. Prohibition to Lobbying
- J. Certification Regarding Lobbying Proposal Sheet
- K. Governmental Debarment & Suspension
- L. Standard Additional Clauses "Exhibit B"
- M. Draft Contract

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## DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 5-3-18

SIGNATURE: 

COMPANY: JCS

NAME: John C Cox

(Typed or Printed)

ADDRESS: 1770 Indian Trail Rd

TITLE: President

#350

Norcross, GA

30093

E-MAIL: ccoxappsinfo.net

PHONE NO.: 6782184100



# CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES: \_\_\_\_\_

NO:  \_\_\_\_\_

NAME(S)

POSITION(S)

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FIRM NAME: \_\_\_\_\_

BY (PRINTED): \_\_\_\_\_

BY (SIGNATURE): \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

DATE: \_\_\_\_\_

## FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

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As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 5-3-18

SIGNATURE: 

COMPANY: JCS

NAME: John Cox

ADDRESS: 1770 Indian Trail Rd  
Suite 350  
Norcross, GA 30093

TITLE: President

E-MAIL: CCOX@ppsi.net

PHONE NO.: 678 218 4100

## CONE OF SILENCE

The Board of County Commissioners have established a solicitation silence policy (**Cone of Silence**) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff..

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager's decision whether to consider this information in the decision process.

**Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.**

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I  representing JCS  
Signature Company Name

On this 3 day of may 2018 hereby agree to abide by the County's "**Cone of Silence**" Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

## INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

JCS

Respondent's Company Name

1770 Indian Trail Rd

Physical Address

Suite 350

(same)

Mailing Address

Norcross, GA 30093

678 2184100

Phone Number

404 3953609

Cellular Number

5-3-18

Date



Authorized Signature – Manual

John C. Cox

Authorized Signature – Typed

President

Title

678 2184104

FAX Number

404 395 3609

After-Hours Number(s)

ccox@ppsinfo.net

Email

**COMPANY DATA**

Respondent's Company Name: Judicial Correction Services, LLC (JCS)

Physical Address & Phone #: 1770 Indian Trail Rd  
Suite 350  
Norcross, GA 30093

Contact Person (Typed-Printed): John C. Cox (Clay)

Phone #: 678 218 4100

Cell #: 404 395 - 3609

Email: ccox@ppsinfo.net

Federal ID or SS #: 58-2665147

Respondent's License #: 058723683

Respondent's DUNS #: —

Fax #: 678 218 4104

Emergency #'s After Hours,  
Weekends & Holidays: 404 395 3609



## SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

N/A



(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov> .

Offerors SAM information:

Entity Name: \_\_\_\_\_

Entity Address: \_\_\_\_\_

Duns Number: \_\_\_\_\_

CAGE Code: \_\_\_\_\_

N/A



**ADDENDUM ACKNOWLEDGEMENT**

RFP JUD 36-18

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

*None as of date of response submitted.*

**ADDENDUM NO.**

**DATE**

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NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

*No addendums as of May 4, 2018, the date we stated and shipped the response; JCS will comply with any addendums. /s/ [Signature]*



ADDENDUM 1

RFP JUD 36-18

**MISDEMEANOR PROBATION SERVICES**

This addendum is to waive the following requirement from this RFP:

**\*\*\*The Systems of Awards Management (SAM) requirement has been waived.**

The opening date remains the same:

**May 9<sup>th</sup>, 2018 at 2:30pm (cst)**

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## LOBBYING - 31 U.S.C. 1352, as amended

### APPENDIX A, 44 CFR PART 18--CERTIFICATION REGARDING LOBBYING

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

*(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, JCS, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

[Signature] Signature of Contractor's Authorized Official

John Cox, Pres. Name and Title of Contractor's Authorized Official

5-3-18 Date

May 9, 2018

RE: JUD 36-18, Misdemeanor Probation Services

Dear Members of the Committee:

Thank you for your time and consideration. Enclosed you will find our proposal for probation services for the Okaloosa County Court. Judicial Correction Services has been serving Okaloosa County since 2008. In that ten year span we have earned positive recommendations from every Judge and Court Administrator. We are pleased to be your current provider and are eager to continue providing probation services through another contract period. Although you know the high level of service JCS brings to Okaloosa County, I would like to take a moment to briefly highlight what sets us apart from other probation providers- public or private.

Judicial Correction Services was founded on a philosophy that there was a need for change in the supervision of misdemeanor probation cases. The private probation market was saturated with large and small companies that didn't solely focus on probation as their core business. At Judicial Correction Services serving misdemeanor offenders is our only business.

Years of experience in law enforcement has taught us that understanding the need for balance is critical to successful probation. Successful probation needs not only a firm hand to guide the probationer to pay the fine and complete conditions, but also a helping hand to assist in getting over the mistake, continuing a productive life and becoming a better citizen. No one understands this better than those who have been in law enforcement, and in the probation supervision industry as we have, for decades. And we understand that a probationer who is active in the workforce, paying their debt to society, and not being a recidivist has benefits to the economy and social structure of the community. We understand misdemeanor probation supervision and what it takes to make a probationer successful, to make an account successful and to make a community successful.

Here are a few items that you can continue to expect from JCS if we become your provider for another contract term:

- ✓ JCS along with our parent company, PPS and its subsidiaries, serve over 200 courts and supervises over 65,000 probation cases on a monthly basis in five states.
- ✓ JCS places **emphasis on closing cases successfully**. In fact, we waived over \$1 million dollars last year alone in supervision fees in order to close cases for our courts.
- ✓ JCS has increased fine collection in every account we have served. In some cases as much as 400%.
- ✓ In Florida, JCS and PPS operate 17 office locations serving Monroe, Palm Beach, Brevard, Volusia, Flagler, Hernando, Sumter, Sarasota and Okaloosa Counties.
- ✓ JCS provides 24/7 access to all probation files to the court personnel, so our operations are completely transparent. **This can be viewed from any computer with internet access and shows all details of each case including all money collected for the court and all fees collected for JCS.**
- ✓ JCS can automatically **download all payments electronically into your courts software thus saving your clerks time.**
- ✓ JCS has our own ORI number and can access NCIC.



JCS is proud to serve Okaloosa County and look forward to another term so we may be a part of the most complex dynamic court system in the state. We make a continued commitment to you and the citizens of Okaloosa County to serve you with the highest levels of support, honesty, and integrity.

Our Very Best Always,

*Clay*

Clay Cox,  
Chief Executive Officer  
1770 Indian Trail Road, Suite 350  
Norcross, Georgia 30093  
678-218-4100  
404-395-3609 Cell  
678-218-4104 Fax  
ccox@ppsinfo.net Email





# Contents



## Tabbed Sections

- I. JCS Experience
- II. Terminated Contracts
- III. Organization Size and Structure, and History
- IV. Qualifications and Experience of Key Personnel
- V. Audited Financial Statements
- VI. A list of all Indictments and/or Convictions
- VII. Pending Lawsuits
- VIII. Settled Lawsuits
- IX. Caseload Averages
- X. Misdemeanor Probation Services / Scope of Work
- XI. Cost Summary
- XII. Reporting and Communication with the Court
- XIII. Interacting with and Service to the Clerk of Court
- XIV. Financial Status

## Attachments (Separate Envelope):

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Cone of Silence
- E. Indemnification and Hold Harmless
- F. Company Data
- G. Systems of Awards Management
- H. Addendum Acknowledgement
- I. Prohibition to Lobbying
- J. Certification Regarding Lobbying Proposal Sheet
- K. Governmental Debarment & Suspension
- L. Standard Additional Clauses "Exhibit B"
- M. Draft Contract



**I.** Provide a detailed description of the proposer's experience in the field of delivering Misdemeanor Probation Services and associated support functions especially in the State of Florida. Proposer shall list a narrative on their vision, pursuant to how they plan to carry out the County's Misdemeanor Probation Services request. Further, Proposer shall list all past and present contracts for the last three (3) years, services provided, year(s) in which the services were provided, and the name, phone # and e-mail address of contact person (e.g. contract officer) and the name of the Chief Judge and/or Court Clerk for each current contract.

## **Organization and Background**

Judicial Correction Services, Inc. (JCS) is a wholly-owned subsidiary of Professional Probation Services, Inc., (PPS). PPS, founded in 1992 by Clay Cox, is a national leader in providing total care to the criminal justice system. We provide state-of-the-art technologies and uncompromised value to our customers in probation, electronic monitoring, and court services, both within correctional environments and in the community.

Headquartered in Norcross, Georgia PPS currently operates in 5 states and serves more than 200 agencies. We have a 26-year history of providing probationary services, fee collection, diversion, electronic monitoring, case management, education, and treatment services for male and female felony and misdemeanor offenders in the criminal justice system. Each year, we serve the needs of over 70,000 newly referred offenders, and the company is currently case managing over 80,000 offenders. The company employs more than 300 probation professionals.

## **Corporate History**

Over the years, PPS has consolidated several leading providers of community-based offender management services and integrated these in order to create a single, full-service community health services division. This has allowed us to better support our clients with more programs and greater cost efficiencies. Our probation services department serving Okaloosa County is locally known as Judicial Correction Services (JCS). JCS has been providing probation services to cities, counties, and courts in the Southeast since 2001.

## **Judicial Correction Services**

In 2016, PPS acquired Judicial Correction Services and is now able to provide probationary services across the country. JCS was founded by people working in the probation field who recognized the need for change in the industry. JCS recognized that technology was being underutilized in case management, causing officers to spend three quarters of their time typing warrants or court paperwork instead of working with the probationers. The system was failing and probation became a problem rather than a solution. This failure across the field of probation led the JCS founders to ask the question "what if we created a case management system that would assist officers in those tasks that took so much of their time?" From that idea, JCS was born and has grown ever since. Always striving to move forward, JCS has become incredibly successful in this industry and this forward-thinking mentality is still carried on today. Now a PPS Company, JCS is able to expand upon



probation capabilities and provide a more balanced suite of supervision, monitoring, and treatment services.

## **JCS History**

Judicial Correction Services has been in operation since December 2001. The company's principals have been in the probation business for over 80 years in the public and private sectors. The corporate officers have over 100 years of combined offender management experience. JCS and its parent PPS currently serve over 200 courts throughout Georgia, Florida, Alabama Utah and Mississippi.

JCS was formed because the company principals saw problems in existing probation systems including:

- Lack of focus on motivating probationers to complete probation
- Poor or lax management
- Lack of company focus exclusively on probation
- Poor use of technology
- Lack of transparency in recordkeeping
- Probation companies collecting their money before the County and Courts.
- Levy of multiple social programs siphoning money from fine collection.

The principals of JCS focused on a company ethical code to correct these industry problems by:

- JCS employees to be provided incentives to manage probationers to complete probation.
- JCS has as its core business and as its only business managing misdemeanor probation
- JCS developed *ProbationTracker*™ the first online probation management tool in the industry and offered it to all its customers at no cost.
- JCS made all its customer records transparent, up-to-date, and available 24/7.
- JCS contractually agrees to collect the majority of the fines, victim restitution, and court costs, before probation fees.

Our ethical code, combined with a business philosophy of getting probationers successfully through their sentence in an open manner, has proven enormously popular with judges and court clerks throughout the Southeast.

## **A History of Success**

Judicial Correction Services has been in operation since December 2001. The company's principals have been in the probation business for over 60 years in the public and private sectors. The founders and owners have over 90 years of combined law enforcement



experience. JCS currently serves over 200 courts throughout Georgia, Florida, Alabama and Mississippi.

We were founded by people working in the probation field who recognized the need for change in the way things were being done. We recognized that technology was being underutilized in the case management of probation cases. Officers were spending three quarters of their time typing warrants or court paperwork and not spending near enough time with the probationers who needed them. The system was failing and probation became a problem rather than a solution. This failure across the field of probation led the founders to ask the question “*what if we created a case management system that would assist officers in those tasks that took so much of their time?*” From that idea JCS was born and has grown ever since. From three small offices in December of 2001 we have grown to serve over 200 courts and 65,000 probationers each month. That being said we realize that we must not fall into the same trappings of our predecessors and we must continue to evolve and continue to get better.

The Judicial Correction Services that started in 2001 is not the same Judicial Correction Services that submits this proposal today. Some of our competition may have been in this business longer but without constant change they are the same today as they were so many years ago. That is what sets JCS apart and that is what we strive to continue providing to the courts.

Another key element to our history is our ability to retain employees. No other company in this field can boast the high retention rates we offer. It is critical that our staff has experience needed to provide a superior service to the courts, and this experience is only developed by working with the courts over time. This experience has resulted in an average successful completion rate of over 94%, an increase in overall fine collections, and a decrease in the total number of misdemeanor violations of probation cases in the local jail in every account we transitioned.

The final and most important element of our History as a company can be summed up in one sentence. “The Court is our client and we have never said no to a client.”

## **Our Mission Statement for Probation Services**

*“To glorify God by providing an efficient, accurate, and completely transparent probation management system that is measured in the number of successful cases rather than money collected”*

## **Our Mission for Okaloosa County**

Our mission for this project is to provide full-service probation supervision utilizing cutting edge technology with a proven track record of success and a history of superior customer service. Our goal is to not only be your selected provider but to also become a resource for





the entire city that reaches out and has an impact on more than just our supervised population.

## **The Convergence of Our Two Missions**

The best way to converge our company mission statement and the mission we have for Okaloosa County is for us to demonstrate that we are by far the superior “value” to the Court, law enforcement, the County, and the citizens. Since the County bears absolutely no costs to operate the private probation management solution, the concept of value on this contract should be measured in terms of who will do the best job at successfully terminating probation cases and fulfilling every one of the court-ordered obligations imposed on the offender. Fine collection is a good indicator of success, as a probationer who makes their payments on time is often complying with other obligations set forth in the court order. By selecting a provider dedicated to a fair distribution of partial payments, the County stands to benefit by significantly increased fine collections. While money is certainly the best indicator of value to the Court, there are other factors that the Court should consider when deciding on its probation services provider.

The Departmental labor involved in dealing with its probation provider is another measure of value. Providers without sophisticated software create inefficiencies and added cost for the County and the in the form of wages wasted on requesting information and reports that could be at their employees’ fingertips. JCS has proven that it has a far superior software system that allows full transparency of everything we do.

Finally, the most important value we have to offer is confidence in the services we provide to the county and Court. If there is any question or doubt about the value JCS brings we encourage the Court and County to have frank discussions with the references provided by the other Proponents. We encourage you to speak with all of our references. We are fully confident that they will tell you what we have demonstrated. JCS understands the needs of our courts and will rise on every occasion to make sure they are met. We understand the concerns of citizens and will continue to support, address and overcome those concerns should they occur.

As the confidence the County has in our ability has grown, so have and will the services and opportunities we are able to provide to the citizens of the County. A few of the services we would like to offer include adult education training, employment placement, and County resource and job fairs. We cannot understate the importance of local managers and employees in any account that we operate. We make sure our employees have a vested interest in the success of each local area. To us Okaloosa County doesn’t represent just another account or another Department, it will be where our employees live, it is where they raise their families and it will be where they exceed any expectations the County should have.

At Judicial Correction Services we provide a full spectrum of probationary services that are customized to fit the needs of each individual court. We understand that each court is different and there shouldn’t be a one size fits all mentality to probation supervision. Below is a **brief list of some of the services we provide** our current courts.





- **Probation Supervision** - We supervise all court ordered conditions of probation. We motivate and incentivize probationers to complete all conditions successfully. Our local officers are experienced in dealing with first time offenders to the high and aggravated multiple DUI and drug offenders.
- **Reporting Options**- All PPS/JCS/NEGAP/GPM locations are available for Okaloosa offenders which allows Okaloosa offenders to **not only report to our locations in Ft. Walton and Crestview but to more than 70 locations** throughout the Southeast and beyond. JCS also offers **on-line and mail reporting, as well as on-line payments.**
- **Saturday and Evening Hours**- Most of our locations offer **Saturday and off-hours** reporting so folks don't have to miss work to comply with Court orders.
- **Electronic Monitoring** - We utilize the latest technologies in curfew monitoring, alcohol monitoring, and GPS electronic supervision.
- **Drug Testing** - We are capable of administering drug testing on site. The substances we test for are unique based on the prevalent drugs being used in a specific area.
- **Cognitive Behavioral Programs** - Our cognitive programs provide evidence based therapy that ranges from shoplifting to helping young adults understand the dangers of texting while driving.
- **Collections** - We provide a one stop location for probationers to make their court ordered payments through probation. All the money we collect can be remitted at the frequency chosen by the court, be it daily, weekly, or monthly- **electronically (ACH) or by check.**
- **Employment Assistance** - We help probationers identify, setup, and prepare for job interviews. In some areas we offer mock interviews, interview training and even interview clothing to help make sure that our probationers become productive members of society.
- **Specialty Court** - We offer services ranging from case management to program coordination of any specialty court, such as a DUI Treatment Court, Veterans Treatment Court, or a Drug Treatment Court. These services are offered at no cost to the court.

#### JCS Probation Services Contracts of the last three years:

Court	Contact Person	Phone / Email
Volusia County, Florida Flagler County, Florida	Court Clerk Laura Roth	386-736-5915 clerk@clerk.org
Okaloosa County, Florida	Judge P. Grinstead Clerk J.D. Peacock	850-609-5411 judge.grinsted@flcourts1.gov
Atlanta Georgia Municipal Court	Chief Clerk Kyra Dixon	404-588-4793 kddixon@atlantaga.gov
Douglasville Georgia Municipal Court	Clerk Vicki Acker	678-449-3018 ackervdouglasvillega.gov



<b>Fulton County, Georgia Superior Court</b>	Chief Judge Myra Dixon	Dixon-myra.dixon@fultoncountyga.gov
<b>Fulton County, Georgia State Court</b>	Chief Judge Myra Dixon	Dixon-myra.dixon@fultoncountyga.gov
<b>Fulton County, Georgia Magistrate Court</b>	Chief Judge Cassandra Kirk	Kirk-cassandra.kirk@fultoncountyga.gov
<b>Troup County Georgia State Court</b>	Chief Clerk Jackie Taylor	706-883-1740 jackie.taylor@gacca.org
<b>Fayette County, Georgia State Court</b>	Chief Judge Jason Thompson	jthompson@fayettecountyga.gov
<b>Albany Georgia Municipal Court</b>	Chief Judge Willie Weaver	wweaverlaw@aol.com
<b>Powder Springs Georgia Municipal Court</b>	Chief Clerk Tracie Jackson	770-943-8020 tjackson@cityofpowedersprings.org
<b>Chattahoochee Hills Georgia Municipal Court</b>	Judge Russell Ross Jr Clerk Shannon Stroup	770-463-6576 Stroup-shannon.stroup@chatthillsga.us
<b>West Point Georgia Municipal Court</b>	City Clerk Richard McCoy	706-645-3506 richard.mccoy@cityofwestpointga.com
<b>Brookhaven Georgia Municipal Court</b>	Chief Judge Laura Stevenson	404-637-0660 court@brookhavenga.gov
<b>Dallas Georgia Municipal Court</b>	Lisa Pickett-Williams, Court Services Director	770-443-8100 x1001 lpickett@dallas-ga.gov



**II.** Identify all Misdemeanor Probation Services contracts terminated for the last three (3) years, the reasons for the termination, and the name and phone # of a contact person for the former contracting agency.

**None.**





### III. Proposer's organization size and structure, and history of the company.

Judicial Correction Services, Inc. (JCS) is a wholly-owned subsidiary of Professional Probation Services, Inc., (PPS). PPS, founded in 1992 by Clay Cox, is a national leader in providing total care to the criminal justice system. We provide state-of-the-art technologies and uncompromised value to our customers in probation, pre-trial diversion, accountability court programs, electronic monitoring job placement and life skills improvement and court services, both within correctional environments and in the community.

Headquartered in Norcross, Georgia PPS currently operates in five (5) states and serves more than 200 agencies. We have a 26-year history of providing probationary services, fee collection, diversion, electronic monitoring, case management, education, and treatment services for male and female felony and misdemeanor offenders in the criminal justice system. Each year, we serve the needs of over 70,000 newly referred offenders, and the company is currently managing over 70,000 offenders. The company employs more than 300 offender management professionals.

## PPS Family of Companies

Clay Cox, President and Chief Executive Officer

Keith Ward, Executive Vice President and Chief Operations Officer

### DIVISIONS

#### Field Operations, Legal and Governmental Affairs

Tom York, Senior Vice President and Corp Counsel

|  
Kellie Harrison, Connor Cox,  
Director Field Operations Director of  
All Entities Governmental Affairs

|  
Regional Managers

|  
Office Managers

|  
Coordinators

|  
Probation and Pre-Trial Officers

|  
Lab Technicians

|  
Support Staff and Probation Aides

#### Training and Compliance

David Jacobs, Senior Vice President

|  
Sonie Brown, Director of Compliance  
Demian Combs, Deputy Director  
Kristen White, Deputy Director  
Mary Beth Lamberson, Deputy Director

#### Corporate Affairs

Donna Kennedy, Vice President

|  
Di Fessenden, Director HR  
Kim Bannister, Director Accounts  
Shannon Buchanan, Director of AP  
Hannah Hudgins, Admin. Coordinator

#### Information Technology

Larry Shurling, Vice President

|  
David Bloom, Director of I.T. (Systems)  
VACANT, Software Coordinator



## Company Structure by Position

TITLE	TASK
<b>President and CEO</b>	Oversight of entire organization;
<b>Executive Vice President and COO</b>	Oversight of all operations related to provision of contracted services;
<b>Senior Vice Presidents</b>	Oversight of a company-wide operation or function such as all Field Operations, Compliance, etc.;
<b>Vice Presidents</b>	Oversight and direction of a departmental function such as Information Technology or Corporate Administration;
<b>Corporate Counsel</b>	Attorney for the company and its subsidiaries;
<b>Directors</b>	Oversight of a secondary or auxiliary function of oversight, such as Compliance (i.e. "Director of Compliance") or a large region of field operations, such as an entire corporate subsidiary (i.e. "Director of JCS Field Operations"), a state within a subsidiary (i.e. "Director of Utah Field Operations, PPS");
<b>Deputy Directors</b>	Assist the Directors in completion of mission-related or departmental-related tasks (i.e. "Deputy Director of Compliance");
<b>Regional Managers</b>	Oversight of more than one field office within a single state, but not an entire state;
<b>Office Managers</b>	Oversight of a field location;
<b>Assistant Managers</b>	Assist in the oversight of a field office reporting to a Regional Manager or Office Manager;
<b>Team Leaders</b>	Oversight of one or more Probation Officers within a field office, reports to an Office Manager or Regional Manager;
<b>Coordinators</b>	Assigned to the daily completion of a specific field, auxiliary or support tasks, usually reporting to a Director Deputy Director or Manager (i.e. "Training Coordinator", or "I.T. Coordinator", "Coordinator, Drug Lab");





<b>Probation Officers</b>	Provision of caseload management and court services (limited locations <i>may</i> utilize title of “ <b>Senior Probation Officer</b> ” if approved);
<b>Pre-Trial Officers</b>	Provision of pre-trial services;
<b>Probation Aide</b>	Assist probation officers and managers in the provision of contracted services; may be full-time or part-time;
<b>Support Staff / Intake Officer</b>	Provision of administrative, clerical, field accounting, court intake and other mission critical support services;



**IV**. Qualifications and experience of key personnel who will be utilized to carry out the terms of the contract.

**JCS Corporate Management**



**Clay Cox, President and Chief Executive Officer  
PPS Family of Companies**

Clay is the founder, President and CEO of Professional Probation Services, Inc. (PPS). He is a graduate of Western Carolina University, the Georgia Public Safety Training Council's BPOT Academy and the University of Georgia's Legislative Leadership Institute. He has more than 30 years of experience in offender management in both the public and private sectors. Clay served in the Georgia House of Representatives from 2005-2010. He was appointed by Governor Nathan Deal to serve as a Member of the Georgia Board of Community Health from 2011-2015, and was elected again to serve in the House of Representatives in 2016. Clay and his wife have been married since 1991 and have two grown sons. Clay has served on the boards of Bethany Christian Services, The Dream House for Medically Fragile Children and other civic organizations. The Cox family has served as interim foster parents for newborns and they attend Lilburn Christian Church in Lilburn, Georgia.







**C. Keith Ward, Executive Vice President and Chief Operating Officer  
PPS Family of Companies**

Keith is a graduate of Furman University with a B.S. in History. He also is a graduate of the Georgia Peace Officer Standards and Training Council Academy and is a P.O.S.T. Certified Instructor. Mr. Ward has been with PPS since 1993 working his way up from Probation Officer to Office Manager, Regional Manager, Director of Training and Compliance, Vice President of Georgia Operations, and now serves as the Chief Operations Officer for the entire corporate family. Keith has more than 25 years of experience in privatized offender management, and is the Past President of the Private Probation Association and is a current Board Member Community Corrections Association. Keith and his wife of many years have two sons.



**Thomas York, Esq., Senior Vice President and Corporate Counsel  
PPS Family of Companies**

Tom obtained a B.S., in Criminology from Auburn University and his Juris Doctorate from Faulkner College of Law. He has been with PPS for 24 years working as a probation officer, office manager and has overseen field operations. Tom routinely develops and disseminates pertinent legal updates and training to PPS staff and contracted court officials relevant to the ever evolving legal environs of privatized corrections.





**David Jacobs, Senior Vice President of Compliance and Training  
PPS Family of Companies**

David obtained his B.S. in Criminology from Auburn University then served as a Loss Prevention Executive for the K-Mart Corporation before joining the PPS family of companies. Mr. Jacobs has since served PPS for 24 Years. Prior to being promoted to Vice President, David has worked as a PPS probation officer, office manager, regional manager, Director of Standards Enforcement and Director of Compliance.



**Larry Shurling, Vice President of Information Technology  
PPS Family of Companies**

Larry is a graduate of the University of Georgia and possesses a Masters in Computer Science. Larry has developed and oversees the constant evolution of all software assets of PPS and our subsidiaries. Larry pioneered the industry's capabilities to manage offender related data, and was the first to integrate probation service provider data with that of court clerks and administration. Larry has been with PPS for 20 years, and developed software for the Carters Clothing Corp prior to that. Professor Shurling also teaches computer science for Gordon College in Barnesville, Georgia.





**Donna Kennedy, Vice President Administration and Corporate Affairs  
PPS Family of Companies**

Donna brings 20+ years of administrative and management experience to her role. She and her staff oversee human resources, accounts payable, court accounting, restitution management and remittance, as well as employee benefits and banking. Ms. Kennedy has been with PPS since 1995.



**Sonie Brown, Director of Compliance  
PPS Family of Companies**

Sonie first joined PPS in 1994. She has faithfully and professionally served the company as a probation officer, office manager, regional manager, and director. She is a graduate of the University of Georgia with a degree in Social Work, and has an advanced degree from the University of Tennessee, Knoxville.







**Connor Cox, Director of Governmental Affairs  
PPS Family of Companies**

Connor is a graduate of the University of North Georgia, Dahlonega (The Military College of Georgia) where he majored in Political Science and minored in Mandarin Chinese Language and Literature. He also attended Capital Normal University in Beijing, China. He served in the United States Army's 118<sup>th</sup> Field Artillery, 48<sup>th</sup> Infantry Brigade for six years obtaining the rank of Sergeant. Mr. Cox began his work with PPS in 2012 as a marketing assistant and has since served as a Court-Intake Specialist, Probation Officer, Veterans Court Coordinator and Deputy Director of Compliance. Connor is a member of the Sigma Alpha Epsilon Fraternity.



**Kellie Harrison, Director of Field Operations  
PPS Family of Companies**

Kellie Harrison serves as the Director of Field Operations to which our Regional and Office Managers directly report. Kellie brings 25+ years of experience in the direction of probation services to a variety of courts at all levels. She is a graduate of Georgia College and State University, and the State of Georgia's Parole Officer Training Academy. Prior to her recent assignment with PPS, Ms. Harrison directed the operations of the entire GPM division's 40+ courts and multiple locations. She has also served as a state of Georgia Parole Officer.



## **The JCS Okaloosa Team:**

### **Tina Ferland, Regional Manager, JCS Okaloosa**



Tina Ferland has served as Judicial Correction Services, Regional Manager since 2009 in Okaloosa County, 1<sup>st</sup> Judicial Circuit of Florida. Tina began her career close to fifteen years ago working in the criminal justice system, concentrating in probation and parole fields on a federal, state and county level. Before joining Judicial Correction Services, Inc., in 2009, Tina worked as a Probation Officer for Bridgeway Center, Inc., and as a case manager for ComCor, Inc. Tina earned her Bachelor of Science degree in Criminal Justice from Thomas College in Waterville, Maine. Tina supervises 8+ employees, which includes her oversight between two offices in Okaloosa County. She has extensive knowledge of probation services, having spent the majority of her career managing probation cases and probation officers. She continues to develop collegial relationships with all members of the judiciary in the 1<sup>st</sup> Judicial Circuit, Florida, on behalf of Judicial Correction Services and PPS.

Tina currently serves on the Public Safety Coordinating Council, Okaloosa County Emergency Management Council and the Veteran Stand-down Committee. She also holds memberships with the Florida Association of Community Corrections and the American Probation & Parole Association.

### **Zana Davis, Probation Officer, JCS Okaloosa**



Zana Davis has been employed with Judicial Correction Services as a Probation Officer since February of 2011. She was previously employed with Bridgeway Center, Inc., as a Probation Officer for 6 years. She graduated from the University of West Florida in 2001 and received a Bachelor of Arts Degree in Psychology.



**Ivalmy Mercado, Probation Officer, JCS Okaloosa**



Ivalmy Mercado has been employed with Judicial Correction Services, as a Probation Officer since 2012. She earned a Bachelor's Degree in Communications from the University of Sacred Heart in 1991 and a minor in Computer Science from Fayetteville Community College in 2015. She previously worked at Advance Telemarketing Center, Inc. as a Supervisor and Skytel, Inc. as Business Sales Representative.

**Dirmarie Cruz-Flores, Probation Officer, JCS Okaloosa**



Dirmarie Cruz-Flores has been employed with Judicial Correction Services, as a Probation Officer since 2017. She received her Bachelor's Degree from the University of Puerto Rico in 2007 and a Master's Degree in Criminal Justice from the Inter-American University of Puerto Rico in 2013. She previously worked with the Department of Corrections and Rehabilitation in Puerto Rico as an Intern and with the Department of Defense Child and Youth Program.





**Angela Gilbert, Probation Officer, JCS Okaloosa**



Angela Gilbert has been a Probation Officer with Judicial Correction Services, Inc. since January 2017. She received her Bachelor's Degree in Criminal Psychology from Trident University in Cypress Hills, California. She was previously employed at the Air Force Enlisted Village in Shalimar Florida as an Administrative Assistant from 2013-2016, and before her employment began there, she was employed by the US Government as a DOD Civilian at Ramstein AB, Germany working for Ramstein Middle School, and the 86<sup>th</sup> Services Squadron as a Secretary from 2005, until she left Germany in 2012.

**Christina Speights, Probation/Pre-Trial Officer, JCS Okaloosa**



Christina Speights has been employed with Judicial Correction Services, as a Pre-Trial Diversion Officer, since 2018. She earned her Associates Degree from Macomb Community College in Warren, MI (2006). Later, she received a Bachelor's Degree in Sociology from Wayne State University in Detroit, MI (2013). She has over 10 years of experience in the Criminal Justice Field working for the 41B District Court, Clinton Twp., MI and the 46th District Court in Southfield, MI. In addition, she was an Emergency Call-Taker/Dispatcher at SERESA in Roseville, MI which covered emergency and non-emergency services for Roseville, St. Clair Shores, and Eastpointe, MI.



Tara Rhoton, Administrative/Accounting Clerk



Tara Rhoton has been employed with Judicial Correction Services, Inc., as an Administrative Assistant since August of 2017. In addition, she oversees the Okaloosa County Worthless Check division program. She has an Associate's degree in Paralegal Studies from North West Florida state college, some of which was earned while she was enlisted for 8 years in the United States Air Force. She is currently pursuing a higher education in hopes of becoming a probation officer.





**V** • Audited financial statements for the previous three (3) years, or for each of the years in operation if fewer than three (3) years.

Please see attached envelope labeled “Financial Statements”.



**VI.** A list of all indictments and/or convictions for violations of federal and/or state laws by the proposer or any present or former director or officer of the proposer.

Since JCS was acquired by PPS in January of 2016, there have been no such indictments or convictions, and current management is not aware of any prior to the purchase.



**VII.** Names, docket numbers, and courts for all lawsuits pending against the proposer, any of its officers, employees, contractors, or a governmental entity with whom the proposer has a contract, in connection with the delivering of Misdemeanor Probation Services.

Since JCS was acquired by PPS in January of 2016, there have been no lawsuits filed against JCS for occurrences after the date of said purchase.



**III.** A list of lawsuits settled or lost in the past three (3) years by the proposer, the issues involved, and the settlement reached or judgment rendered.

Since JCS was acquired by PPS in January of 2016, there have been no lawsuits settled by JCS for occurrences after the date of said purchase.



## IX. A list of case load averages for the last three (3) years.

The average active caseload per staff member has remained fairly constant at approximately 181. Below is a caseload by staff report generated by ProbationTracker on May 2, 2018.

Case Load by PO														
PO	Active	Successful Termination	Probation Revoked	VOP	Warrant	Term Unsuccessful	Jail	Jail Hold	Medical Hold	Unsupervised	Hold	Terminated Modified	Indigent	FTRs
Cruz-Flores, Dirmarie	172	273	0	27	21	8	0	14	0	0	8	54	12	0
Davis, Zana	170	1740	0	68	278	35	4	9	1	6	19	1618	31	0
Gilbert, Angela	246	229	0	86	381	7	0	4	5	0	14	320	38	0
Mercado, Ivalmy	170	1345	0	80	239	18	3	16	5	11	12	862	34	0
Speights, Christina	149	171	0	24	70	11	0	1	2	0	2	86	22	0



## **X. MISDEMEANOR PROBATION SERVICES SCOPE OF WORK**

### **1. Supervision Services**

a. Initial Intake & Counseling – The proposer shall require an initial face-to-face contact with all probationers for counseling and supervision, unless waived by the sentencing Court, upon initiation of the probation. The proposer shall clearly explain all of the terms of the probation to the probationer in a manner that the probationer fully understands. The proposer shall conduct or complete the referral process for a substance abuse evaluation of the probationer within fifteen (15) days of the initiation of the probation, if ordered by the court. In cases where the probationer has been ordered not to have contact with a victim who shares the same residence, or when otherwise ordered by the court, the proposer shall verify the probationer’s actual home address. The proposer shall verify the probationer’s employment within the first thirty (30) days of the probation, unless specifically waived by the court.

### **Courtroom Intake**

During *all*, court sessions, PPS officers will attend to interview each offender, complete a case history by lap-top computer which includes sentencing and personal information for each offender, and provide orientation and instruction regarding compliance with the court’s ordered conditions of probation. Intake of offenders shall be completed at the **courthouse immediately following sentencing, and will include downloading of a digital photograph of each probationer into the PPS electronic file.** *Unlike our competitors, we do not charge a fee for taking an offender’s picture.*

Upon completion of intake, the defendant will sign the sentence, stating that he/she understands the conditions of the probated sentence, and is given a copy. Finally, the defendant is given an instruction sheet which provides the following: a map to the probation office; probation officers name; time and date of appointment; minimum first payment due towards fines, restitution, etc.; telephone number to reach his or her officer in case of emergency. Files created at intake are in real time entered into ProbationTracker, and are immediately available to the Court via the internet affecting an instant and “paperless” intake. JCS staff is available to the Court for intake or hearing at the County jail as required by the Court. JCS staff shall complete all appropriate referrals within 15 days of sentencing, and will physically verify each address and employer within 30 days of sentencing.





**RIGHT: The Intake Tablet...**

**PPS Probationer Information**

**ID:** 078 Support

**Probationer:**  
 PPS: 4242101622  
 NAME: JAMES SMITH  
 ADDRESS: 122 EAST WEST ST  
 APT. 134 D  
 TOWNB, AL 31999-0032  
 HOME PHONE: 777.342.1233  
 CELL PHONE: 778.344.1233

**Employer:**  
 EMPLOYER: JR BUILDERS  
 ADDRESS: 1234 SOUTH AV  
 TOWNB, AL 319999  
 WORK PHONE: 778.344.1233

**Emergency Contacts:**  
 NAME #1: HANJY SMITH  
 ADDRESS: 122 EAST WEST ST  
 APT. 134 D  
 TOWNB, AL 31999-0032  
 PHONE: 777.342.1233  
 RELATIONSHIP: WIFE  
 NAME #2: JANE ROGERS  
 ADDRESS: 1403 PINE LAV  
 TOWNB, AL 31999  
 PHONE: 888-323-1111  
 RELATIONSHIP: MOTHER

**DOB:** 1982-07-01  
**SEX:** MALE  
**HEIGHT:** 6-2  
**WEIGHT:** 205  
**HAIR:** BLACK  
**EYES:** BLUE

**Next Report Date:** 03-26-2008  
**Time:** 10:25 pm

**Community Services:** Hours: 0:00 Hrs Completed: 0:00 Hrs Remaining: 0:00  
**PT Assessment:** Completed on: [blank]

**ABD Assessment:** Completed on: [blank]  
**AA Referrals:** Completed on: [blank]  
**Alcohol Awareness:** Completed on: 0000-00-00  
**Domestic Violence Program:** Completed on: 0000-00-00  
**Victim Impact Panel:** Completed on: 0000-00-00  
**Tag Performance:** Completed on: 0000-00-00  
**Ignition Interlock:** Completed on: 0000-00-00  
**Number of Days in CS W.A.P.:** Completed on: 0000-00-00  
**Vehicle Restrictions:** Completed on: 0000-00-00  
**Contact Restrictions:** With: Completed on: 0000-00-00  
**Complete DUI/Drug Reduction:** Completed on: 0000-00-00  
**After Completion of all Conditions:** [blank]

ID	Officer	Judge	Offense	Imprisoned	Start Date	End Date	Track	Ordered	Paid	Balance
11-2128	DEONWELL, M.	ALIBELL	MSL	0007-03-08	2007-03-05	2008-02-27	FINE	1443.00	0.00	1443.00

**Payment Status:**

Date	Sample
2007-09-21	CONDITIONS \$1443 FINE \$820 SUSPENDED IF NO VIOLATIONS W/IN 1 YEAR/COURT REV 11/28/07 @ 3:45:30
2007-09-27	DEF INCARCERATED IN SCALD FOR 24 DAYS. DEF SHOULD BE RELEASE APRIL 14 TO REPORT TO PPS. 27
2007-04-23	SEE NOTES ON OTHER CASE. NO
2007-07-22	DEF 2/17/08. SEE NOTES ON OTHER CASE. NO
2007-09-11	DEFENDANT ISSUED FOR ARRESTING. WAS QUORSED BY CRPS (HELPERS) THAT HE LEFT HIS CAR BACK TO MISSISSIPPI. DEF MISSED SENTENCING BY FIRST DISTRICT COURT AND HAS BECOME ALIBANT WITH THEM AS WELL. NO

## Intake Assessment

JCS's approach to ensuring probationer compliance starts with our intake process. JCS conducts initial face-to-face contact with all probationers at the time of sentencing. Anyone sentenced to probation meets with an intake officer in court where they are given referrals and directions on how to complete probation successfully. The initial intake includes going over all conditions of probation, setting up a financial plan, providing all referral documents for any special conditions of probation, and going over all of the standard conditions of probation. If the probationer is ordered to complete a substance abuse evaluation, one will be scheduled within the time required by the District and the Court.

JCS will provide an initial probation appointment at the office with the probationer's officer no more than ten days from initial intake. At their initial appointment the probation officers provide a General Conditions of Probation form which highlights all the conditions and rules of probation. The probationer will also be advised to provide proof of home address and proof of employment. We also ask that each Probationer give us alternative contact





information in case where we cannot reach the probationer at the numbers listed. After this first meeting they are given an appointment to return, usually within the next 30 days.

In cases where the probationer has been ordered not to have contact with a victim who shares the same residence, or when otherwise ordered by the Court, JCS verifies the probationer's home address by conducting a site visit with the probationer. JCS also verifies the probationer's place of employment within 30 days of the initiation of probation, and this information is stored in the probationer file as well as the case management system.

Below is a list of other evidence-based tools also used in some of our offices in order to conduct a thorough and accurate substance abuse, domestic violence, and/or mental health screening assessment:

**Domestic Violence Screening:** Our Domestic Violence packets use a comprehensive psychosocial assessment that gathers family and client history including: Substance Abuse or Use, Incarceration and legal involvement, Violence, Behavioral Health and Medical Health information for both the client and family members. Family history is extremely important in correctly diagnosing and providing the appropriate treatment. Victims of physical abuse are much more likely to be involved in violence and suffer from mental health disorders. Our comprehensive psychosocial assessment is specifically designed to identify these issues which help the screeners ensure the proper treatment is given.

**ASUS-R:** a 96-item psychometric-based, adult self-report survey composed of 15 basic scales and three supplemental scales. It is appropriate for clients 18 years or older, and may be self or interview administered. The ASUS-R meets the needs of a self-report instrument that is an essential component of a convergent validation approach to the assessment of patterns and problems associated with the use of alcohol and other drugs (AOD).

**Mortimer-Filkins Test of Problem Drinking:** This test was devised to identify problem drinkers from drunk-driving clients. The test demonstrates high degrees of internal-consistency reliability, test-retest reliability and concurrent validity. It has been shown to be predictive of drink-driver recidivism and the occurrence of work injuries and injury-related absences.

**The Michigan Alcohol Screening Test (MAST):** Developed in 1971, the MAST is one of the oldest and most accurate alcohol screening tests available, effective in identifying dependent drinkers with up to 98 percent accuracy. Questions on the MAST relate to the patient's self-appraisal of social, vocational, and family problems frequently associated with heavy drinking. The test was developed to screen for alcohol problems in the general population.

As stated above, JCS conducts a risk/needs evaluation on all probationers referred by the sentencing court. When results determine that said probationer requires additional services, we will direct them as appropriate. All records of referrals to such programs and progress reports will be included in the case files as well as online through the use of our case management system. JCS immediately notifies the court if any provider, school, or program does not appear to be functioning as intended. JCS can provide cognitive based



programs at each office or as the court sees fit. Programs available include but are not limited to financial management, MRT Cognitive Therapy, MRT Anger Management, MRT Substance Abuse, Restorative Justice, Job Readiness, and Parenting and Family Values Classes. All programs are available in either Spanish or English. Any new programs proposed by the JCS to be utilized by the people placed on probation in the County are disclosed to the Court prior to implementation and subject to the review and approval of the Court. JCS also has a history of working with local social service vendors, at the court's request.

JCS will monitor compliance with conditions placed on referred cases as ordered by the court. JCS will establish face-to-face contacts with the probationers at the outset of supervision and prior to the final report to the Court regarding compliance with the order of probation. JCS probation personnel will conduct face-to-face contact and collateral contacts with the probationer with the frequency necessary to best address the needs presented by the probationer and to promote successful completion of probation. This process will begin at intake and continue throughout the supervision process.

b. Supervision – In addition to the initial intake and counseling session noted above, most probationers will then be required to report to the proposer's office once per month for the remainder of their probationary term. The court may alter the frequency of visits in individual cases. Attendance by the probationer at court ordered counseling sessions is in addition to required visits with the proposer.

JCS certainly sees all offenders once monthly, and will happily attend all court sessions at which any JCS offender is to appear. Additionally, JCS offers the following specific supervision programs to the Court. Any supervision program may be adjusted by the Court to better achieve the goals of the Court for each individual offender.

<b>Program</b>	<b>Office Contacts</b>	<b>Collateral Contact</b>	<b>Field Contact</b>
<b>Basic Probation</b>	<b>Once Monthly, More Often as needed to achieve compliance</b>	<b>As Needed</b>	<b>N/A</b>
<b>County Ordinance Compliance Supervision</b>	<b>Once Monthly</b>	<b>As Needed</b>	<b>As Needed to Confirm Compliance</b>
<b>Intensive Probation</b>	<b>Four Monthly</b>	<b>Twice Monthly</b>	<b>Once Monthly (minimum)</b>
<b>Pre-Trial Diversion/Release</b>	<b>Once Monthly</b>	<b>As Needed</b>	<b>As Ordered</b>





### **Basic Probation Supervision**

The Probationer receives a level of supervision assessment, which is completed to determine the offender's reporting schedule which may vary from five to one office visits monthly depending on a "risk result." Offenders also receive community service coordination, and referral to appropriate agencies to address specific needs. Additionally, the offender may receive home and/or work visits from his probation officer based on the level of supervision assessed and the probation officer's discretion. Special conditions such as community service, drug screens, and community program referrals are coordinated. Additionally, upon payment of fines, restitution and cost and only with the Court's approval, the defendant's sentence is suspended and the case is closed. PPS only collects the monthly court-ordered supervision fee until such time the defendant has paid fines, restitution and cost in full and the case is suspended. As with all cases, supervision fees are never collected in advance.

### **Intensive Probation Supervision**

A three-phase program in which demands on the probationer decrease until the offender enters basic probation supervision, at which time the monthly supervision fee will decrease to intermediate, and ultimately to basic. Each phase requirements may be altered as the Court requires.

c. **Electronic Monitoring** – The proposer shall describe if they plan to provide electronic monitoring and alcohol monitoring (SCRAM) in house. If they do not plan on providing this service in house, describe the coordination of the service and the cost. These services may be in addition to the supervision noted above. Cost of electronic monitoring and alcohol shall be borne by the probationers.

PPS shall comply with all court directives relative to EM vendors. We currently offer the following electronic monitoring programs:

### **Anklet Electronic Monitoring**

PPS offers a standard house arrest/curfew monitor system that requires the defendant to wear an anklet monitored by an RF unit in the offender's home. The defendant is restricted to their residence by the unit which immediately notifies PPS in the event of the defendant leaving their home. The PPS House Arrest Program will maintain and provide accurate status reports, documenting reliably and continuously each offender's departure and return. The scheduling feature allows for the offender to attend work, church, school, or any other scheduled event. Schedule changes can be made upon request at any time upon verification of the need for the schedule change, and upon



occasion, approval by the Court. All violations are immediately reported to the Court by way of a delinquency report and monitoring station printout.

### **Anklet Electronic Monitoring with Breath Alcohol Testing (optional)**

The standard RF monitor can be coupled with a voice verification device which during the voice recognition process, simultaneously takes a breath alcohol sample, and immediately reports the results to the PPS monitoring center.



### **The Voice Verification Monitoring System**

The VVM uses voice recognition and voice recording to eliminate false violations and increase system credibility. This system can also compliment ankle bracelets, provide for fast and easy enrollment, and is economical by not requiring any additional equipment. To utilize the VVM, defendants need only to have a touch-tone phone and are charged according to an as-need basis established by the probation department and the Judge. The PPS monitoring center averages ten calls per 24-hour period.

### **Global Positioning Satellite Monitoring**

PPS offers the very latest in GPS monitoring that is a 100% "Active" monitoring device. The probationer's movements are monitored 24 hours per day, seven days per week, and the activity is archived digitally and can be viewed in real time, not only by our monitoring center, but by our contracted court officials as well. The ankle worn with our GPS unit is tamper and water proof similar to our standard RF unit. PPS can even establish "exclusionary zones" and notify probationers if they approach such a zone as they are being monitored.

### **Global Positioning Satellite Monitoring with Alcohol Detection**

PPS offers the very latest in GPS monitoring that is a 100% "Active" monitoring device. The probationer's movements are monitored 24 hours per day, seven days per week, and the activity is archived digitally and can be viewed in real time, not only by our monitoring center, but by our contracted court officials as well. The ankle worn with our GPS unit is tamper and water proof similar to our standard RF unit. PPS can even establish "exclusionary zones" and notify probationers if they approach such a zone as they are being monitored. PPS exclusively offers alcohol testing with its GPS monitor, testing for alcohol with a trans-dermal sensor located in the ankle itself.





### **In Home Breath Alcohol System (SCRAM)**

The PPS monitoring host computer automatically calls the participant, giving him/her clear instructions OR the testing schedule loaded into the unit automatically alerts the participant to begin the test procedure. The procedure requires that the participant blow into a disposable straw.



Breathe Alcohol Test results are transmitted to the monitoring center host through standard phone lines or by cellular connection. The Home Station also photographs the participant at the time of testing and relays the image to the PPS monitoring center. JCS verifies the photograph with the digital photo taken at sentencing by JCS intake staff, and are used to verify participant identity. Appropriate action is taken if the participant fails the alcohol test, the photos don't match, or the participant fails to comply with breath alcohol testing parameters.

d. Urinalysis Testing – The proposer will be required to provide urinalysis testing for probations. Information should be provided on the type of testing used, chain of custody and cost to the probationers.

### **JCS Drug Screen Capabilities offer the Court Lab Verification- in our Office**

In many of our locations, PPS/JCS now features an ***on-site urinalysis lab*** for drug and alcohol screenings utilizing the ADVIA drug screening system by Siemens. This system allows PPS staff to ascertain the use of any illicit substance, including alcohol with accurate and indisputable blood level readings. We can also conduct confirmatory screens for any disputed field tests.



PPS also offers, at a lesser price per screen, field screens for alcohol using the Alcohawk device. PPS staff members are also certified by the manufacturer to also utilize ASC's REVEAL CUPS for 8 different illicit drugs, which PPS routinely conducts in the field while enforcing conditions of intensive probation.



*Above: Drug Lab (table-top version at PPS, Logan)*





e. Specialized Court Programming - The proposer will be required to attend staffing and court hearings for specialty courts such as Veteran's Court and Mental Health Court. Proposer shall describe their staff model for these types of programs.

JCS provides accountability court programs in Georgia and Alabama. We are prepared to customize supervision programs for each of Okaloosa's specialized courts, as we have done throughout Florida. Our largest and most successful Specialty Court program in Florida for example is the Palm Beach County Veterans Court Program administered by PPS staff, at no cost to the accused veteran who completes a series of diversion conditions tailored to the risks and needs of each participant.

2. Rehabilitation Services – The proposer shall provide a list of rehabilitative, work incentive, and job placement services (e.g. anger management, shop lifting prevention, money management, substance abuse, driver improvement, domestic violence, parenting, etc.) with specific descriptions of treatments and outcomes, that will be offered to the probationer at no or minimal costs. If a cost is involved, the proposer shall identify the total cost of the service to the probationer.

### **Teaching Financial Management (No Cost)**

Each JCS officer is trained for 8 hours per year in financial management and counseling techniques. This translates into constant positive financial coaching for every offender on our caseload. Probationers are on a monthly and ongoing basis asked to assess the cost of their lifestyle choices, and learn to appreciate the cost of their conviction in real dollars. Monthly budgets for not only fines and fees are established, but for the offender's household as well. The development of a more proficient approach to personal finance is the outcome.

### **Under the Influence For Adults (\$75.00)**

This online course is used in college towns, spring break resorts with out-of-town visitors, and in any community where underage drinking and public intoxication by young adults is a problem. Most of the individuals taking this course are first-offenders and are either in the workplace or going to school.

### **Alcohol-Wise JV For Juveniles (\$75.00)**

This online alcohol education course is for teens 17 and younger charged with an underage drinking violation. Alcohol-Wise JV is a sensible option to the classroom-based alcohol education classes offered in many communities. A number of research studies suggest that aggregating young drinkers into a group may actually have a detrimental effect on participants. Peer pressure is also evident when groups of teens get together in these classes.



### **Marijuana 101 (\$75.00)**

Marijuana 101 is offered by courts as a sanction for misdemeanor marijuana or drug paraphernalia. Lesson topics explore the impact of marijuana use on personal health, workplace safety, academic performance, future earnings, driving under the influence, and social behavior. The course offers guidelines to help individuals who want to move away from marijuana use.

### **STOPLifting.com (\$75.00)**

STOPLifting.com is an online education course designed specifically for shoplifters. The purpose of the course is to provide facts about shoplifting, personalized feedback to the student taking the course, and skills training to help the shoplifter change their attitude and behavior about the crime of shoplifting. STOPLifting.com is a unique online theft education course. The course is written in a motivational interviewing style and incorporates many of the brief intervention techniques used in 3rd Millennium's alcohol and drug education courses. STOPLifting.com is made up of 5 lesson modules and can be completed in about 3 hours. We offer an adult and juvenile version of this course.

### **Parent Alcohol and Drug Education Course (\$75.00)**

An online alcohol & drug education course for parents. The course is made up of 4 lesson modules and can be completed in less than one hour. The parent can also log in and out of the 15 minute lesson modules if time is a factor.

Research studies clearly show that parent involvement contributes to a significant decrease in alcohol and drug-related consequences for their child. Parent-Wise includes current alcohol & drug information and helps parents have an informed conversation with their teen. In Parent-Wise, we offer guidelines to help establish talking points, boundaries, and a stronger relationship with their child. Parent-Wise is available in both English and Spanish.

### **Enlighten GED Prep (\$100.00)**

Enlighten is a comprehensive, affordable, and U.S. Department of Education compliant nine-week GED Preparation Course available 24/7; candidates can access the program without leaving the house or attend using a library or other computer. Enlighten provides online educational modules and live educators via distance learning to maximize the GED Preparatory experience and will provide the skills, knowledge, practice tests, and all necessary tools to allow the student to successfully take and pass the GED.

### **BRINGING PEACE TO RELATIONSHIPS (\$25.00)**

Description: This class is a 24 module Domestic Violence program that focuses on the offender's issues of power and control. Faulty beliefs are challenged and offenders identify effects their behavior has upon others. Typical Application: Any person convicted of a Domestic Violence offense.





## **COPING WITH ANGER (\$50.00)**

Description: An 8 module program dealing with the issue of anger and offender's inappropriate responses to anger. Requires the offender to examine their beliefs as they relate to anger. Triggers are identified. Offenders practice relaxation and time outs. Typical Application: Intended for first or second time offender's with anger issues not domestic in nature.

## **RESTORATIVE RECOGNITION THERAPY (\$75.00)**

Description: A cognitive behavioral program designed to assist participants in reaching higher stages of moral (right vs. wrong) reasoning. This program utilizes twelve steps to address honesty, trust, acceptance, identifying and repairing damaged relationships, helping others and goal setting. As the participants progress through the program, they develop higher levels of moral reasoning, thereby reducing recidivism.

Typical Application: Designed for treatment resistant population and repeat offenders.

## **Courageous Parenting**

This 3 hour workshop is designed to help parents face the challenges that come with being effective parents or guardians. Participants will be given proven tools for developing character in children, increasing motivation, using creative discipline to change destructive behavior, facing challenges in school, and communicating effectively.

## **Florida Fishing Regulations Course**

Based on the information maintained by the State of Florida's Fish and Wildlife Commission ([myfwc.com](http://myfwc.com)), PPS/JCS has developed an on-line and a written version of this course that requires the successful pupil to become proficient in the numerous regulations governing recreational fishing in Florida's public waters.

3. DUI School – The proposer shall provide a description of how they plan to address the probationer's requirement of attending DUI School. If proposer is not a DUI school service provider, describe the plan to access other providers. If a cost is involved, the proposer shall identify the total cost of the service to the probationer.

JCS staff provides probationers with a list of state approved DUI schools within the area, and JCS works closely with the Court and local providers in an effort to ensure professionalism at all times and require that they complete the program promptly. JCS will require each probationer ordered to attend DUI School to provide JCS with a copy of their certificate of completion for his/her file. Certificates are scanned and become part of the electronic file as well and can be viewed by the Court on line by accessing the ProbationTracker system. JCS will notify the court of any services rendered by third party DUI School or treatment providers that are less than professional. JCS shall require all DUI schools to disclose all costs to probationers prior to enrollment.



4. Impoundment of Vehicles – The proposer shall provide a description of how they plan to address the statutory requirement of the impoundment of the probationer’s vehicle. If a cost is involved, the proposer shall identify the total cost of the service to the DUI probationer.

Judicial Services serves the court and county by offering a vehicle immobilization program to first time and multiple DUI offenders. In accordance to Florida Statute 316.193 (6) (d) and as ordered by the court, the length of an impoundment is based upon the number of convictions by an offender. Sworn probation officers impound a probationer's designated vehicle with a steering wheel locking device (car, truck, SUV, etc.).

In consideration of the probationer's circumstances and personal schedule, JCS coordinates each impound on a rotating schedule. Our experience, has demonstrated impounding the vehicle at the probationer's residence is a beneficial option for the customer (driver’s license suspended). Our officers are trained in the "buddy system" safety and security approach procedure which allows two officers to operate as a single unit when impounding a vehicle. A five (\$5) per day fee is assessed to each probationer ordered to impound their vehicle, as follows:

10 days = \$50  
30 days = \$150  
90 days = \$450

5. Diversion Programs – The proposer will be required to provide program descriptions for a Pretrial Diversion Program and a Check Diversion Program. Proposer shall identify the total cost of the service to the probationer.

PPS/JCS currently operates several types of Pre-Trial Supervision and Diversion Programs:

#### **“Face to Face” Supervision**

Each defendant is seen up to once weekly in the local JCS office and screened for Alcohol, THC, Cocaine, Meth and other frequently abused illicit drugs. PPS/JCS locations will be open during business hours as well as Saturdays and evenings. PPS/JCS staff will be available 24/7 for Court, Police or Sheriff's Department for support, and all participant violations are addressed immediately.

#### **Electronic Monitoring, Simultaneous with “Face to Face”**

Offender is actively monitored with anklet monitoring which includes random breath alcohol screenings in the defendant’s home. Scheduling feature allows defendant to leave his/her residence as approved by the Court, Police, or Solicitor department and or the JCS House Arrest Officer, for approved reasons such as work, AA meetings, reporting to JCS, or other purposes. The Court may also utilize GPS Monitoring, SCRAM or other devices as the EM option for Pre-Trial. The GPS device offers active 24/7 location monitoring including speed of travel, exclusionary zones and an anklet that features trans-dermal (skin and perspiration) alcohol detection. All violations are reported to the monitoring center





immediately, and JCS will address all electronic violations within moments of their occurrence.

### **Check Diversion Program**

JCS requires monthly reporting while “check diversion” defendants make payments on restitution until the debt is paid in full. JCS requires CDP defendants to, with the assistance of JCS staff, assess the cost of their lifestyle choices, and learn to appreciate the cost of their actions in real dollars- **both to them and the victim**. Monthly budgets for not only for the offender’s household are established. The development of a more proficient approach to personal finance is the outcome. The Court may defer prosecution for the accused passer of the bad check

### **Back on Track (DUI Diversion)**

The “Back on Track Program” is a program administered by PPS in Monroe County, Florida that allows *some* first time offenders to have their DUI charged reduced to a Withhold of Adjudication for Reckless Driving. **JCS will work with the Okaloosa SAO to develop a Criteria for Acceptance** into the program, and offers the following as a template:

- Defendant must not have alcohol-related driving history where disposition is either withhold of adjudication or a conviction.
- Defendant may have up to one-prior, non-violent felony conviction, and up to two prior misdemeanor convictions.
- Defendant may have completed no more than one misdemeanor diversion program and no more than one felony diversion program.
- The defendant must not have been at fault on an accident, if one was involved as part of the incident.
- There must not have been minor children in the vehicle at the time of the arrest.
- Defendants who were arrested for DUI during the period of a suspended license will be denied admission into the program. If the suspension period has expired and the defendant is eligible to obtain a license but has not done so at the time of the DUI arrest, the defendant will still be eligible to participate.

If a person is referred to PPS/JCS for participation in the Back on Track Program, we will classify each as either a Tier 1 or Tier 2 offender:

- Tier 1 = Blood Alcohol Level below .15
- Tier 2 = Blood Alcohol Level at .15 and above or Refusal







PPS Delray Beach  
4731 West Atlantic Ave.  
Suite B-1  
Delray Beach, FL 33445  
Phone- 561-381-9072  
Fax- 561-381-9076

PPS Marathon  
2945 Overseas Hwy.  
Marathon, FL 33050  
Phone- 305-587-2642  
Fax- 305-998-4076

PPS West Palm Beach  
1280 North Congress Ave.  
Suite 210  
West Palm Beach, FL 33409  
Phone- 561-800-1719  
Fax- 561-800-1723

PPS Plantation Key  
89240 Overseas Hwy.  
Suite 5  
Tavernier, FL 33070  
Phone- 305-330-9140  
Fax- 305-440-2748

PPS Brevard  
571 Haverty Court  
Suite J  
Rockledge, FL 32955  
Phone- 321-252-4774  
Fax- 321-251-4703

PPS Sarasota  
2074 Ringling Blvd.  
Suite 300  
Sarasota, FL 34237  
Phone- 941-894-1232  
Fax- 941-313-2806

PPS Pre-Trail Release (at Jail Complex)  
860 Camp Rd.  
Cocoa, FL 32927  
Phone- 321-985-5694  
Fax- 321-251-4703

PPS Venice  
1680 S. Tamiami Trail  
Suite A  
Venice, FL 34293  
Phone- 941-894-1232  
Fax- 941-313-2806

PPS Hernando County  
328 W. Jefferson St.  
Brooksville, FL 34601  
Phone- 352-796-8181  
Fax- 352-540-4769

PPS Sumter County  
112 Jumper Drive N.  
Bushnell, FL 33513  
Phone- 352-793-0255  
Fax- 352-568-6655

JCS Daytona Beach  
665 Beville Rd.  
Suite F  
South Daytona, FL 32119  
Phone- 386-323-0677  
Fax- 888-456-0669

JCS Crestview  
775 C Ferdon Blvd. N.  
Crestview, FL 32539  
Phone- 850-398-4600  
Fax- 850-807-7311

JCS Deland  
328 A East New York Ave.  
Deland, FL 32724  
Phone- 386-736-7566  
Fax- 888-456-0669

JCS Ft. Walton Beach  
10 Industrial St.  
Ft. Walton Beach, FL 32548  
Phone- 850-398-4600  
Fax- 850-807-7311



JCS Deltona/Orange City  
 916 Deltona Blvd.  
 Suite 104  
 Deltona, FL 32725  
 Phone- 386-851-0716  
 Fax- 888-456-0669

JCS Edgewater  
 501 N. Ridgewood Ave.  
 Suite C  
 Edgewater, FL 32132  
 Phone- 386-426-1724  
 Fax- 888-456-0669

JCS Flagler County  
 2729 E. Moody Blvd.  
 Suite 708  
 Bunnell, FL 32110  
 Phone- 386-261-1052  
 Fax- 386-261-1265

7. Staffing Levels – The proposer shall provide a description of how they plan to staff the organization they will use to provide the services they are proposing. At a minimum this description shall address:

a. Total number of staff, position titles and descriptions, and anticipated ratio of probation officers to each County Judge, and, b. describe the procedures for assigning staff for each level of service. Include the staffing pattern for the North-end of the County (Crestview) and the South-end of the County. List the number and type of staff that is proposed to be assigned to handle each level of service.

The total number of staff that JCS will provide, not including corporate level staffing, I.T., legal, H.R., etc. shall be up to eight and allocated by position as follows:

- ONE Regional Manager of Okaloosa Operations
- FOUR Probation Officers (With Spanish Ability)
- ONE Pre-Trial Officer
- TWO Support Staff Members (Accounting, Court-Intake and other support duties).

JCS shall add additional staff should caseload averages exceed the numbers listed below (item c).

c. Anticipated maximum staff caseload.

TYPE OF SUPERVISION	MAXIMUM CASELOAD
Basic Probation	200
County Ordinance Compliance Supervision	200
Intensive Probation	50
Pre-Trial Diversion	200

d. Anticipated staff background and qualifications including any required certification or licensure.





As detailed herein, all JCS staff are highly educated and trained relative to the demands of their position in serving the court. All personnel, regardless of position complete a 40 hour Basic Training Course at our corporate office, and subsequent training as listed below. JCS does not hire those applicants who have been convicted of a felony or misdemeanor of moral turpitude. All employees submit to pre-employment drug screens and random screenings throughout employment. JCS shoulders the cost of all training, in house, through our Department of Training and Compliance, or third party.

<b><i>Position</i></b>	<b><i>Education Requirement</i></b>	<b><i>Experience Requirement</i></b>	<b><i>Training</i></b>
<b>Office Manager</b>	<b>B.S. Related Field</b>	<b>Five Years Minimum</b>	<b>40 Hrs</b>
Probation Officer	B.A./B.S. Related Field	Two Years Minimum	40 Hrs
Court Intake Spec.	Associates Degree	One Year Minimum	20 Hrs
Support Staff	Associates Degree	One Year Minimum	20 Hrs

**e. Staff in-service and out-service training program and who pays for it.**

JCS bears the cost of all staff training whether done in house or utilizing a training vendor or agency. All probation officers are required to complete a 40-hour basic training course, and 20 hours annually which must include: Annual Legal Update (4 hours) AIDS (4 hours), Sexual Harassment in the Workplace (4 hours), First Aid/CPR (4 hours), Personal Financial Management (8 hours) and Domestic Violence (8 hours). PPS has created its Department of Standards and Training whose members are P.O.S.T. certified instructors who conduct all in-house training courses with P.O.S.T. approved curriculums, many of which our Executive Vice President has authored and taught to other law enforcement agencies. Training is done at our office locations and/or government law enforcement academies. Training records are maintained at the PPS corporate office, and are available to the Court upon request. All training is completed at JCS expense.

**f. Describe the salaries and benefits offered to the proposer’s employees. Be specific in benefits and when an employee can expect each benefit (new hire vs. tenured employee).**

PPS family of companies employees enjoy, just 30 days after their hire date, our full benefits package: UHS health, vision, dental, long and short term disability; 401K, deferred compensation plan, college savings plan, tuition reimbursement, two-three weeks paid vacation (depending on tenure: an employee gets three weeks after 5 years of service), vacation, sick leave, and travel reimbursement.

Our salaries are more than competitive relative to the industry-public or private. Our officers start at \$30,000.00-\$33,000.00 per year; more if they have a language skill or a master’s degree, and our managers make more than \$50,000.00 +. It is no wonder that JCS has a remarkable low turnover rate. This is by design, as we understand that if our judges and clerks can work with people that they know and trust- and keep them, then JCS will keep contracts. The results speak for themselves. Many of our courts have been with us since 1992, and we still proudly serve our very first- Norcross, Georgia Municipal Court.

**g. Describe the proposer’s hiring process and any role they plan for the County Judges to have in this process.**





JCS is committed to providing each Judge with professional and ethical staff. JCS welcomes the County Court Judges to participate at any level of the hiring process including review of resumes and participating in interviews. JCS will not hire a staff member over the objection of a contracted Judge, nor will JCS retain an employee that the court feels has perform or could perform below an acceptable level of professionalism.

h. Describe how the proposer defines “an equivalent combination of education and relevant experience.” Be specific.

JCS has made few of these educational exceptions over the years, typically with court approval. Our rule of thumb would be an absolute requirement of at least two years of college coupled with four years of relevant law enforcement, probation or social work experience.

i. Describe proposer’s policy for issuance of employee bonuses. Describe the disclosure process to the court.

None.

8. Technology – The proposer shall describe the type of technology they plan to use in their office, in the field and in court to support their delivery of the proposed services. This description shall address not only what it is, but how they plan to use it. The proposer should list any specific hardware and software they currently use and plan to use.

### **Technology that Provides Productivity, Not Just Accountability**

Probation officers are provided with the tools necessary for maximum successful terminations. Within our integrated case management application, ProbationTracker™, each probation officer has a Start of Day screen. This, in concert with oversight from management, assures that **no case will go more than 24 hours out of compliance without notification going directly to the probation officer.**

### **ProbationTracker™**

We consider our firm to be the most technologically advanced company in the private pretrial and probation industry today. GPM has a proven web-based tracking product that has been in use since 2001, *Probation Tracker™*. PPS developed this software internally which has allows us to modify and mold the program to meet the needs of each account. ***As a client, the court can simply access our website via the internet, login to our encrypted server, and see the exact same menus and data that our probation officers see at that very instant.*** This software and the training to use it are provided at no additional cost to the county.

The GPM family was the pioneer among all private pretrial and probation companies to develop and deliver the first and most sophisticated online management solution. **The**



system allows complete transparency in every aspect of every case. It allows you to see the progress of a defendant. The system requires no special software and is available 24 hours per day, 7 days a week, at your office or anywhere an internet connection is available. We encourage Valdosta to put our software up against any of our competitors and see that our solution is far superior.

***If the Court is currently accessing the Internet, they have all the hardware and software they will need to continue to utilize our product!*** There is no need for any special equipment or changes to your network or operating systems. With your login and password in hand, just bookmark our website on your computer, and you are ready to go. With *ProbationTracker™* technology, **you see what we see**. When you log in, the information you see is **updated in real time**. There is no need to wait for daily batch files or wonder if you are truly being sent of the information because there is no mirror site. **You will have access to run the same reports we do, read case notes that were typed moments before, and view financial transactions as they are entered.**

*"You see what we see. When you log onto our ProbationTracker™ system, the information you see is updated in real time. There is no need to wait for daily batch files...the most current information is at your fingertips right now.*

### Clerk Accounting Assistance:

Our system can easily download payment information to the clerk's accounting system thus taking away the time it takes for clerk staff to key in payments. This can be done daily, weekly, monthly or on any schedule requested by the clerk's office. **We also offer ACH payments which will transfer any money collected for the courts to the clerk's office instantaneously.**

**Court Financial Report For Fulton State**  
These must be run only for dates after July 1, 2004  
**THE DEFAULT REPORT IS NOW IN PDF FORMAT**

Start Date	<input type="text" value="8/28/2013"/>	<input type="button" value="..."/>
End Date	<input type="text" value="8/28/2013"/>	<input type="button" value="..."/>
Check Number	<input type="text"/>	
Show Warrant Column	<input checked="" type="checkbox"/>	
Show Court Cost Column	<input checked="" type="checkbox"/>	
Cases Before July 1, 2004	<input type="checkbox"/>	
Hide Negative Notices	<input type="checkbox"/>	
WEB Version	<input type="checkbox"/>	
	<input type="button" value="Run"/>	

**When we run our financial reports this information can automatically be sent to the clerks.**





**Payment Transparency:** The site is financially transparent, allowing our clients to see their money and ours in real time.



**JUDICIAL CORRECTION SERVICES, INC**  
 34 Peachtree Street, Suite 1000  
 Atlanta, GA 30303  
 Phone: 404-591-3180  
 Office Manager: Karen Alexander

**NOT OFFICIAL - Court Financial Report - NOT OFFICIAL**

**Sentenced On or After July 1, 2004**

FULTON COUNTY STATE COURT From: 8/28/2013 to 8/28/2013

Probationer	Case Number	CourtCost Assessed	CourtCost Paid	CourtCost Balance	Fine Assessed	Fine Paid	Fine Balance	Warrant Paid	Warrant Balance	Total Paid
	09-CR-351697	501.00	0.00	0.00	1,000.00	30.00	544.00	0.00	0.00	30.00
	08-CR-332999	381.00	104.00	277.00	700.00	0.00	700.00	0.00	0.00	104.00
	09-CR-345113	301.00	50.00	201.00	500.00	0.00	500.00	0.00	0.00	50.00
	11-CR-374028	446.00	0.00	0.00	800.00	117.00	0.00	0.00	0.00	117.00
	13-CR-392223	501.00	171.00	330.00	1,000.00	0.00	1,000.00	0.00	0.00	171.00
	12-CR-384614	381.00	0.00	0.00	700.00	151.00	498.00	0.00	0.00	151.00
<b>Totals:</b>		<b>2,511.00</b>	<b>325.00</b>	<b>808.00</b>	<b>4,700.00</b>	<b>298.00</b>	<b>3,242.00</b>	<b>0.00</b>	<b>0.00</b>	<b>623.00</b>

**NOT AN OFFICIAL COPY - DO NOT SEND TO THE COURT - Printed @ 8/28/2013 2:23:03 PM**

**Here is an example of a typical financial report**

**Court Costs By Funds For Cases On or After July 1, 2004  
 From 8/28/2013 To 8/28/2013**

FUND NAME	Paid In Full Cases		Partial Payment Cases		By Fund TOTAL
	# of Cases	Paid	# of Cases	Paid	
P.O.P.I.D.F.(a)	2	100.00	0	0.00	100.00
P.O.P.I.D.F.(b)	2	150.00	1	54.00	204.00
JAIL	0	0.00	1	21.00	21.00
C.V.E.F.	0	0.00	0	0.00	0.00
D.A.T.E.	0	0.00	0	0.00	0.00
L.V.A.P.	0	0.00	0	0.00	0.00
B.S.I.T.F.	0	0.00	0	0.00	0.00
C.L.F. -D.U.I.	0	0.00	0	0.00	0.00
C.L.F. -P.M.	0	0.00	0	0.00	0.00
D.U.I. PHOTO	0	0.00	0	0.00	0.00
F.V. PHOTO	0	0.00	0	0.00	0.00
Traffic Violation Only	0	0.00	0	0.00	0.00
DETF 15%	0	0.00	0	0.00	0.00
<b>TOTALS</b>		<b>250.00</b>		<b>75.00</b>	<b>325.00</b>



**Financial** SCREENS, DRUG ID: 217862 Started: 12/22/2008 Expires: 12/22/2028 Judge: County Diversion Program

Fee (\$40)	Insurance	Fines	VCF	Restitution	Court Cost	Warrant Fee	Other	JCS Monthly Payoff Calculation	
Assessed 500	1500	0	0	0	0	0	2723.6	Balance of Fines, Fees	699.20
Amt Paid 500	1221	0	0	0	0	0	Details	Remaining Payment Months	239
End Bal 0.00	279	0.00	0	0.00	0.00	0	2303.4	Monthly Fee	40.00
							420.2	Required Monthly Payment	42.93

Date	Fee	Ins	Fine	VCF	Rest	Court Cost	Warr Fee	FinePrepay	CCPrePay	CS Paid
11/23/2011										

Other Categories	Random Drug Screening	Random Urinalysis Test
Assessed	2603.6	120
Amt Paid	2183.4	120
End Bal	420.2	0

Date	Fee Type	Amt Recv	Recv By	Note	Pmt Method
Total Paid: 4,024.40 Pmt Plan:					
11/21/2011	Other	15.00	KLLOYD		Cash
	** Total **	15.00	Change to:	MO CC	
11/18/2011	Other	15.00	RRODRIGUEZ		Cash
	** Total **	15.00	Change to:	MO CC	
11/14/2011	Other	15.00	KLLOYD		Cash
	** Total **	15.00	Change to:	MO CC	
11/14/2011	Other	15.00	EAGOSTO		Cash
	** Total **	15.00	Change to:	MO CC	
11/14/2011	Other	15.00	RRODRIGUEZ		Cash
	** Total **	15.00	Change to:	MO CC	
11/14/2011	Other	15.00	EAGOSTO		Cash
	** Total **	15.00	Change to:	MO CC	
11/7/2011	Insurance	15.00	KMERCHANT		Money Order
	** Total **	15.00			

On this screen anyone with access can view all money paid and due for each probationer. It will tell you who posted the payment, when, the amount, and it even gives a breakdown of what the defendants need to pay to complete probation on time.

**Arrest Alerts:** Our system scans all Sheriff or Police websites that have inmate information available; this is done every day to let us know if any of the offenders we supervise have been arrested in the last 24 hours.

From: support@JudicialServices.com  
 To: dmoon@JudicialServices.com  
 Cc:  
 Subject: Volusia Arrest Report Summary 09/22/2009

\*\*\* Probationer Arrested \*\*\*  
 ProbName: [REDACTED]  
 DOB: [REDACTED]  
 SSN: [REDACTED]  
 Report Date: 09/22/2009  
 ProbID: 245530  
 Status: Warrant  
 PO: Santucci, Diana  
 URL: [Click Here to Access Probationer Record](#)

WS804601 M/W 022264 CTC0902544MMAWS WK: 1  
 [REDACTED] VCSO/JABH/GAWS 0001000.00  
 JDG: GREEN, SHIRLEY A  
 M/VOP SIMPLE BATTERY (GREEN)

\*\*\* Probationer Arrested \*\*\*  
 ProbName: [REDACTED]  
 DOB: [REDACTED]  
 SSN: [REDACTED]  
 Report Date: 09/22/2009  
 ProbID: 264819  
 Status: VOP  
 PO: Calderon, Ricardo  
 URL: [Click Here to Access Probationer Record](#)

WS803075 M/B 070290 CTC0906603MMAWS WK: 2  
 [REDACTED] VCSO/JABH/GAWS 0002500.00  
 JDG: MARSHALL, PETER  
 F/VOP ASSAULT/BATT OFFIC(MARSHALL)

This is a sample email sent to the probation office.

Using information in Probation Tracker we can cross check jail inmate records


When a match is made the email will inform the officer of the new arrest, so a violation can be issued





**Digital Photos:** Digital photos are included in our records for easy recognition as well as additional identification.

Last	First	Middle	Suffix
DAYTONA	DANIEL	V	JR



Status Deleted:       Alt. Sentence:       Reporting Office:

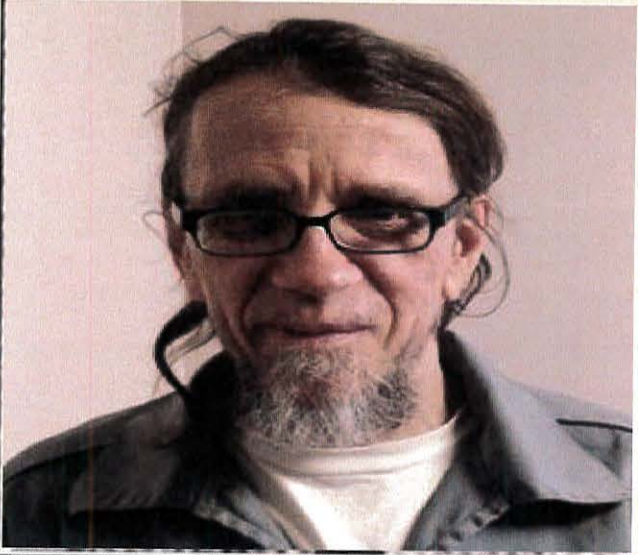
Sentence Date:       Intake Court:

Probation Date:       Months:       Days:       Probation Expires:

Payment Plan: \$135 per month or \$34 a week           

Memopad (This field is nothing but a scratch pad for quick notes/reminders)  
Enter any reminder or note in this area!

Today is Wednesday, Nov 2, 2011  
Contacts: 3  
Addresses: 2  
Employers: 3



We capture and attach a digital photo of every defendant, which is stored in their case file. This is also printed on the violation affidavit to assist the courts and sheriff's office.



**Optimal Case Notes:** Complete case notes will follow a logical narrative format so clients can see and interpret exactly what is going on with a particular case.

**Appointments** SCREENS, DRUG ID: 217862 Started: 12/22/2008 Expires: 12/22/2028 Judge: County  
Diversion Program

To Do List	Detailed Visit Notes	VineLink
Date	Notes	
11/23/2011		<input type="text"/> <input type="button" value="Add"/>
DMOON		
CodesPicture		
<input type="button" value="Notes Only"/>		
11/23/2011	Last Payment made on 11/21/2011 2 Days Ago	
11/23/2011	Need Employment Verification	
11/23/2011	Need Address Verification	
11/23/2011	Need Good Address	
11/23/2011	<p>O/P- DEFENDANT REPORTED FROM COURT, VERIFIED NEW ADDRESS AND UPDATED IN OUR SYSTEM. DEFENDANTS HAS COMPLETED 4 HOURS OF COMMUNITY SERVICES AND IS AWARE THAT 46 HOURS REMAIN. NO PROGRESS TOWARDS ENROLLING IN VICTIM IMPACT CLASS OR ALCOHOL SAFETY EDUCATION COURSE. DEFENDANT STATES HE WILL BE ENROLLED BY JANUARY. SET UP A CALL IN APPOINTMENT FOR PROBATION OFFICER TO CHECK ON THE STATUS OF ENROLLMENT. NEXT APPOINTMENT SET FOR DECEMBER 28 AT 3:00.</p>	<input type="button" value="Scissors"/>
DMOON		
11/21/2011	Receipt - KLOYD	
11/21/2011	O/P BREVARD DEF JEANNE WHITE CAME IN THIS DATE FOR A U.A. PER NJONES,	

TT

1 Select - Select Date to Display at Bottom -





**Programming Flexibility:** Our dedicated IT team is able to update software to immediately include new functions. For example, we recently had a judge ask us to identify characteristics of probationers in his county. We developed a series of questions accompanied with data pulled from our system to create a report that would answer these questions based on Department of Justice statistics.

O.P. DEFENDANT REPORTED FROM COURT, VERIFIED NEW ADDRESS AND UPDATED IN OUR SYSTEM. DEFENDANT HAS COMPLETED 4 HOURS OF COMMUNITY SERVICES AND IS AWARE THAT 46 HOURS REMAIN. NO PROGRESS TOWARDS ENROLLING IN VICTIM IMPACT CLASS OR ALCOHOL SAFETY EDUCATION COURSE. DEFENDANT STATES HE WILL BE ENROLLED BY JANUARY. SET UP A CALL IN APPOINTMENT FOR PROBATION OFFICER TO CHECK ON THE STATUS OF ENROLLMENT. NEXT APPOINTMENT SET FOR DECEMBER 28 AT 3:00.

11/23/2011 DMOON

11/21/2011 Receipt - KLOYD

11/21/2011 O.P BREVARD DEF JEANNE WHITE CAME IN THIS DATE FOR A U.A. PER NJONES, WILL

Referral: Select Probation officers ask each defendant these questions. at Bottom

Address Verified  Employment Verified

(Others) My Appointment Details (Add Alert)

Date	Time	Show	Add
1/1/2030	1100	Select	Select

First Appointment Questions

Do you have a Driver's License? Yes  No

Education level attained? Select

Current employment status? Select

Do you have a history of Substance Abuse? Yes  No

Do you have a history of Mental Health Problems? Yes  No

Are you a Veteran? Yes  No

	Fee	Ins	Fines	VCF	Resti- tution	CC	Wrt. Fee	Other
Assessed	500	1500	0	0	0	0	0	2723.6
Amt Paid	500	1221	0	0	0	0	0	2305.4
End Bal	0.00	279	0.00	0	0.00	0.00	0	420.2

Payment Plan

Program	Due Date	Complete Date	Verification Dec Recv	Testing Status
Random Drug Screening	12/22/2018			0 completed

Assigned	Waived	Worked	Paid	Balance	Compl Date
50	0	50	0	0.0	8/25/2011

**Specific Reports:** ProbationTracker is fully customizable and has the capability to produce specific reports and forms for each client as requested. It can also be integrated to work with the court's case management system.

**Florida Statistical Report for Osceola County, FL - All Status**

Sex	Count	Employment	Count	Case Load	Count
F	3,252	Disabled	282	Misdemeanor	10,287
M	10,009	Full Time	3,618	Traffic	7,998
N/A	1,101	Home	20	DUI	2,359
U	2	N/A	5,484	Other	3,510
		Other	165	Community Service	
		Part Time	1,191	Hours Ordered	628,632.80
		Retired	101	Hours Completed	382,141.33
		Student	300	Defendants Ordered to CS	12,612
		Unemployed	2,745	CS Converted From Fine	11,349.53
		Unknown	458	CS Hours Buy Out	\$501,733.24
		Education			
		College Grad	462		
		Complete High School	3,183		
		Elementary School	174		
		G.E.D.	382		
		Middle School	206		
		N/A	5,491		
		No Info	507		
		No School	8		
		Post Graduate Work	48		
		Some College	2,015		
		Some High School	1,888		
		Substance Abuse			
		N/A	5,483		
		No	7,495		
		Yes	1,386		
		Mental Health			
		N/A	5,483		
		No	8,238		
		Yes	643		
		Veterans			
		N/A	5,482		
		No	8,560		
		Yes	302		

Based on the questions we are able to provide a snapshot of who is on probation.



**Full Case Access Online:** We have the ability to scan all forms, reports, files and information provided for every case. You can access these as well as every document we generate within the system, such as receipts and referrals on *ProbationTracker™* at any time. Offices can maintain hard copies of documents or go completely paperless.

**Appointments** SCREENS, DRUG ID: 217862 Started: 12/2

**To Do List**

Date	Notes
11/23/2011	DMOON
11/23/2011	Need Good Address
11/23/2011	Last Payment made on 11/21/2011 2 Days Ago
11/23/2011	Need Employment Verification
11/23/2011	Need Address Verification
11/23/2011	O.P. DEFENDANT REPORTED FROM COURT, VER ENROLLING IN VICTIM IMPACT CLASS OR ALCO ENROLLMENT. NEXT APPOINTMENT SET FOR D
11/21/2011	Receipt - KLOYD
11/21/2011	O.P. BREVARD DEF JEANNE WHITE CAME IN THE
11/18/2011	Receipt - RRODRIGUEZ
11/18/2011	***BREVARD DEF BENJAMIN HOWARD \$15 DT/
	RRODRIGUEZ

**RECEIPT**  
DRUG SCREENS  
Probation Start Date: 12/22/2008, Probation End Date: 12/22/2013  
Osceola County Florida Court  
RECORD OF COURT ASSESSMENTS AND PAYMENTS

Assessm	Fee	Pen-	Cost	Worke	Other	TOTL A
Assessm	1,200.00	0.00	0.00	0.00	0.00	1,200.00
Arrest Fee	1,200.00	0.00	0.00	0.00	0.00	1,200.00
Probation Fee	275.00	0.00	0.00	0.00	0.00	275.00

**PAYMENT DETAILS**

Date	Category	Amount Received	Received By Name
11/21/2011	House Day Learning	15.00	Kenn Lloyd

Your next appointment is on Tuesday, Jan 1 2030 at 11:00AM.

Pre of our including Probation fee: \$699.25  
Monthly Probation Fee: \$40

PRINT DATE & TIME: Nov 21 2011 5:52AM

**First Appointment Questions**

Do you have a Driver's License? Yes  No

Education level attained? Select

Current employment status? Select

Do you have a history of Substance Abuse? Yes  No

Do you have a history of Mental Health Problems? Yes  No

All documents, emails, receipts and forms are scanned and stored in our case management system. With a click of any blue hyperlink, anyone with access can view all case related documents.

### Computerized Check-in System

At GPM, we pride ourselves on our ability to listen to our defendants' needs and create solutions. One such solution is the development and implementation of our computer check in system which has resulted in the average wait time for any defendant to be less than ten (10) minutes. Through the use of a touch screen, any defendant is able to quickly check in and notify his or her officer that they have arrived for their appointment.

*"Our computer check-in system....has resulted in an average wait time for any probationer to be less than ten (10) minutes."*





Office managers are able to see the name, check-in time, appointment time, and officer for each defendant that is currently waiting for an appointment. If an officer will be unable to see the defendants, for any reason, the manager can simply redirect the person to see another available officer. Not only is the notification noticeable, it is consistent, uniform, and organizes defendants in the order of sign-in. Individuals are not accidentally skipped or lost. This method is significantly more accurate and prompt than having an administrative assistant call, visit, or message an officer each time a new defendant arrives. Potential problems eliminated by the computer check in system notification system include: illegible names on a sign-in sheet, an assistant or officer forgetting to tell another that someone is waiting, an officer missing a call or instant message while engaged in multiple tasks, an officer having to write down his or her own list of people waiting, and confusion over who will see defendants for an absent officer. Our **computer check in system also has a Spanish option for any Spanish speaking probationers.**

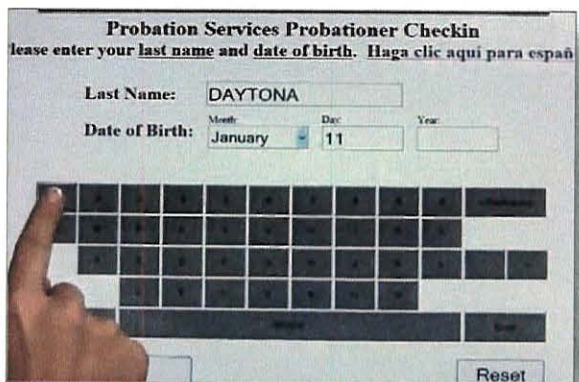
### Probationer Sign-In Process

To sign in using a check-in System, a defendant will take the following steps:

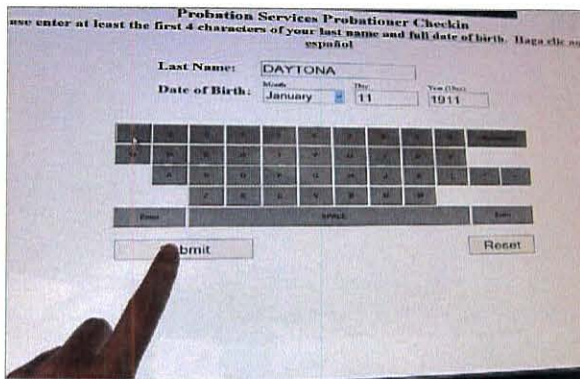
1. Touch the computer screen to activate.



2. Touch the letters and number to enter his or her last name and birth date.



3. Touch the “submit” button.



### Additional Resources

We also utilize the Lexis Nexis product Accurint in some offices to research defendant history for Pre-Sentence Investigations, and we have been granted an ORI number which allows us to access defendant records on NCIC.

### Privacy

In addition to software flexibility, we offer a level of safety no other provider can match. We understand that defendant privacy and confidentiality are essential. GPM offers numerous layers of security and protection for this information both within the user interface of our website and within our hardware.

### Website:

Multiple layers of access are available to the ProbationTracker website. For instance, a local agency employee who has access to ProbationTracker but does not have a need to regularly access confidential documents will be placed in a “read-only” status. When a HIPAA-related or otherwise confidential document is uploaded to ProbationTracker, this employee will be able to see the title of the uploaded document, the fact that it is in the system, and the fact that it has been marked confidential, but they will not be able to open it and review the private information. This employee will still have the ability to see all other information in the defendant’s case notes and profile and will be welcome to submit a legitimate request for any necessary confidential information.

### Hardware:

GPM implements a highly restricted and encrypted system to protect sensitive data from intrusion. All data are protected through a secure firewall and SSL Servers.

The following server specifications apply:





Redundant Gigabit Fiber Optic Internet Connections  
Dell PowerEdge 1750/1850/1950/2950/R610/R710 Fault Tolerant Servers  
Dell PowerVault 220S Fault Tolerant Off-Site Backup Systems  
Cisco Enterprise Class Catalyst Gigabit Switches  
Cisco Enterprise Class Router  
Cisco Local Director Load Balancing  
Cisco Self Defending Network Security and Intrusion Prevention  
Cisco/Microsoft Integrated Security Systems  
Redundant UPS Power Systems  
750KW Standby Generator  
2000 KW Standby Diesel Generator  
Environment Controlled Facility  
VESDA Fire/Smoke Detection  
FE-25 Fire Suppression  
FM-200 Fire Suppression  
24 Hour On-Site Systems Video Monitoring & Recording  
Off-site Backups for Data and Video  
Access Controlled Secure Facility  
Private Locked Caged Rack Space

9. Collection Services – The proposer shall describe any support it proposes to give to the Okaloosa County Clerk of Court in the collection of fines, fees, court costs and restitution from offenders on misdemeanor probation. A detailed description of accounting, bookkeeping and remittance procedures to support the proposed collection support shall be provided. The proposer shall provide evidence of the success rate of its proposed collection support system if they have used it elsewhere. The proposer shall disclose if they envision the establishment of a Reserve Account. Describe the process for accessing the reserve account, disposition of the reserve and the amount expected to be set as reserve.

JCS accepts cash, money orders or certified funds and credit cards for all probationer payments. Upon a probationer's "signing in" the accounting clerk accesses the probationer's electronic file. The screen then itemizes each of the probationer's court-ordered debts including the amounts ordered, previously remitted and the balance of each type of debt, i.e.: fines, costs restitution, surcharges, and probation fees. The accounting clerk then applies monies towards the debts prioritizing restitution, then a 40/60 split with 40% of the payment going towards the JCS supervision fee and 60% going towards the County's fine (if no fee is due, then 100% is applied to the fine). The payment is logged automatically within the data tables of our ProbationTracker computer system, and a receipt is generated electronically.



The receipts are generated in triplicate; one for the probationer, one for the nightly closeout verification, and the third is wrapped around the actual payment, clipped, and dropped in to the drop safe. Each receipt is numbered and logged under the probationer's internal file number or PPSI number within in the system. The receipts also detail the application of the payment so that every time a probationer makes a payment he/she leaves the office knowing exactly how the money was applied, and that PPS is not collecting fees in advance (as our policy states), and how he/she is progressing towards paying off their case. **Worth mentioning is that the Court shall be provided 24/7 access to all offender data, including up to the minute financial and receipt information on all Okaloosa probationers.**

At the close of business each day, the office manager (OM) accesses the safe and prepares the monies for deposit. First, the OM generates from PROBATIONTRACKER an "On Hand Type Summary Report" which totals all receipts taken for each type of money. The OM then verifies that the actual payments match the report. Deposits slips are then created and the deposit is placed in a secured deposit bag. The bag number is imprinted, along with the monies to be deposited on a "Daily Deposit Worksheet". Copies of all three items, On Hand Type Summary, Daily Deposit Worksheet, and Deposit Slips can be provided to the Court and our corporate office for verification. Corporate accounting staff members verify the deposits the following day via on-line access with the bank. Adherence to the above stated procedures is strictly confirmed by Office Audits conducted by the Vice President of Standards Enforcement, as well as our annual *independent financial audit*.

Currently, JCS electronically transmits offender receipt data in to our Court's accounting systems on a regular basis as directed by the Clerk's office and many of our courts choose to receive their payments via ACH, which we can offer to Okaloosa County.

## Financial Practices

**Full financial disclosure & auditability** - We provide 24/7/365 access to all case data including financial transactions. ProbationTracker is currently being used in all GPM client courts. With financial information fully disclosed, you are assured that offender needs and requirements are being placed ahead of the probation services fees. The financial information as well as all relevant case data stored in ProbationTracker is available to you immediately after we enter it. You can see what is going on as it is going on. You can run broad financial reports or look into the details of a single case with up-to-the-minute financial data. Unlike with the services of some of our competitors, there is no waiting a day or two for a batch upload to see our latest information. **The financial data for your court is at your fingertips the moment you want it.**

**Probationer centric fee accounting** - It must be recognized if a provider will succeed that offenders need to receive maximum benefit for their supervision fees. Convenient office hours, knowledgeable and caring probation officers, and probationer assistance programs are consistently provided and regularly improved upon.

**Fines versus supervision fee distribution** - In the event an offender pays less than his court ordered amount in any month, the majority of the funds remitted by the probationer will be





collected on behalf of the Court. **We do not take supervision fees “off the top.”** Our objective is to improve the overall amount of money remitted to the county by offenders, while concurrently increasing the rate at which it is collected. Further, it is to reduce the number of monetary-based violation of probation reports submitted to the court. GPM offers the City proven success, superior technology, fresh philosophy, and exceptional customer service.

10. Orders – proposed orders of probation violation, probation modification, and early termination shall be prepared by the proposer and shall conform to a format adopted by the County Court.

Currently, all orders are filed and signed electronically as JCS has obtained the data software that works in unison with the Okaloosa Clerk of Court and County Court Judges software. The documents are converted into word and then sent to the Judicial Assistant via e-mail for signature by the court or filed in the Florida E-File Portal.

Further, and as needed, JCS shall prepare all documents and forms necessary to conduct business with the Court. JCS shall **bare the cost of printing of said forms**. JCS shall conform each to the format approved and adopted by the County Court.

11. Community Service Work – The proposer shall describe how they plan to ensure the compliance of community service work. The proposer is not permitted to utilize the service of probationers to perform community service work to the benefit of the proposer.

As the County’s current provider, administration of a community service program is ongoing, and JCS will continue to gain court-approval of all agencies that wish to receive Okaloosa County offenders. We can also prioritize referring probationers to the County’s Public Works or similar departments. JCS is familiar with hundreds of non-profit and designated local government agencies where offenders may also complete community service throughout the State of Florida. Monitoring of compliance with required community service work and monthly reports of delinquencies can be provided to the Court along with statistical reports of completed community service work hours. Important to the compliance rate of our community service workers- probated or non-probated, is the fact that we have on going and mutually beneficial relationships with many community service agencies that allow JCS offenders to work on **weekends and during evening hours**. JCS handles all necessary paperwork to initiate placement and monitor compliance and in many cases has established electronic communication with our community service agencies. **All community service timesheets are scanned into the offenders ProbationTracker file and can be viewed online by the Court.**

JCS requires all participants in community service to sign State of Florida approved documents indemnifying the court and county, and JCS also offers to its probationers a low cost medical liability coverage should they wish to participate. **JCS Okaloosa Probation Officers meet with the defendants to discuss placement and assist them with finding the ideal site to meet their individual needs and their underlying charge(s).** The following agencies are currently the most utilized by JCS Okaloosa offices:



American Legion #235  
105 Hollywood Blvd FWB  
Lisa: 850-243-0221

Elks Lodge #1795  
1335 Miracle strip pkwy, FWB  
Lillian Hill (house chairman)  
Habitat For Humanity  
802 Pelham Rd, FWB  
Charles (runs CV also)

Jada Ministries  
117 Windam Ave, FWB

Paws  
752 Lovejoy RD NW, FWB  
Mary Rudder: 850-243-1525

Salvation Army  
425 M.E cutoff/ sun plaza, FWB  
Veronica: 850-243-4531

Waterfront Mission  
110 Hollywood Blvd., FWB  
Jill Blackburn: 850-244-2726

American Legion #75  
444 John Sims Pkwy- Val-P  
850-803-7044

Bargain Box (thrift) / Cross point Church  
214 S Partin Dr, Niceville  
Amanda Parish: 850-6784411

Goodwill  
143 John Sims Pkwy, Val-p  
Lori: 850-729-2330

Twin Cities Pavilion  
1053 John Simms Pkwy, Niceville  
Lisa Thomas (activities director)

American Legion #296  
311 Main St, Destin  
Gary: 850-837-3818

Fresh Start- Repeat Street  
10 Walter Martin Drive, FWB  
Adrienne 850-243-5648 x 2

Gateway City Church  
218 Eglin Pkwy, FWB  
Brenda: 850-314-0700  
Hollywood Baptist  
204 Hollywood Blvd. Ne, FWB  
Rita : 850-243-1021

Moose Lodge  
215 Green Acres, FWB

Socks  
498 Carmel Dr, FWB  
Angela: 850-863-5756

VFW #7674  
213 Carol Ave, FWB  
Joe/George 850-244-3834

Opportunity Place  
305 Lovejoy Road, FWB  
Sandra Shelton: 850659-3190

AM Vet #78  
910 Valastics Ave -Val-P  
Brian/Richard: 850-678-3828

Caring & Sharing  
104 Bullock Blvd, Niceville  
Kris Rollins: 850-678-8459

Heritage Museum  
115 Westview Ave, Niceville  
Gina: 850-675-2615

Autism Center  
80 E college Blvd, Niceville  
Beth/ Heidi: 850-279-3000

Community Center  
101 Stahlman ave, Destin  
Lisa: 850-654-5184



History/ Fishing Museum  
103 Stahlman ave, Destin  
Kathy: 850-837-6734

Harvest House  
300 Mountain Dr, Destin  
Habitat for Humanity (Walton)  
110 S hwy 393, Santa Rosa Bch

Alcoholics' Anonymous  
704 E Robinson, Crestview  
Jim Duke: 850-585-7764

Convergence Coffeehouse / Garden  
498 Wilson St N, Crestview  
Cookie: 850-723-4384

Exodus Thrift Store  
696 N Ferdon Blvd, Crestview

First Baptist Church  
171 Hickory Ave w, Crestview  
Jeff/ Randall: 850-682-2544

New Covenant Church  
3191 Newman Ave, Crestview  
Karen /Terry Faulkner 850-227-4712

Waterfront Mission  
1975 S Ferdon Blvd, Crestview  
Debra: 850-689-2700

Alaqua  
914 Whitfield Rd, Freeport  
Beverly Baum 850-880-6399

First Baptist  
6797 Caroline St, Milton  
Bob: 850-623-3122

Good Neighbor-Navarre UMC  
9025 Navarre Pkwy, Navarre

Helping Hands –Milton  
5879 Stewart St, Milton  
Josie Wright (manager)

Goodwill (Destin)  
747 Harbor Blvd, Destin  
Samantha (Asst. Manager)

More for Less  
113 Main St, Destin  
Goodwill (Walton)  
3223 Hwy 98 w, Santa Rosa Bch

American Legion #75  
898 E James Lee, Crestview  
850-689-3195

Central Baptist ROC Daycare  
951 S Ferdon Blvd, Crestview  
Kristy/Dana 850-682-5525

Emerald Coast wildlife /CV zoo. Park  
5262 Deer Springs Dr, Crestview

Goodwill (CV)  
793 N Ferdon Blvd, Crestview  
Tamara Williams 850-682-2924

VFW #5450  
2240 w James Lee Blvd, Crestview  
Barbara: 850-682-5552

Woodlawn Baptist Church  
824 n Ferdon Blvd, Crestview  
850-682-2924

Caring & Sharing- DFS  
2986 Hwy 90, Defuniak Springs  
Shawna: 850-520-4615

First Baptist  
532 Hwy 90, Holt  
Katlyn: 850-537-6170

Holt Fire District  
490 Us Hwy 90, Holt

Helping Hands-Pace  
4666 US hwy 90, Pace  
Dede Young (manager)





Helping Hands- Gulf Breeze  
5307 Gulf breeze Pkwy, Gulf Breeze  
Steve Johnson (manager)

12. Violation of Probation – The proposer shall describe its proposed procedures and criteria for recommending revocation of an offender’s probation. When a violation of any term of probation is alleged to have occurred, the proposer shall advise the sentencing court of the alleged violation(s) by sworn affidavit within fifteen (15) days of the occurrence. If the affidavit recommends revocation of a probationer’s probation, the affidavit must include the circumstances under which revocation is being recommended. In the event the proposer recommends termination of probation prior to the probationer having completed payment of restitution, fines, or court costs, without notifying the sentencing court that the conditions have not been completed, the proposer shall be responsible for the payment of any remaining restitution, fines, or costs unless waived, for good cause, by the sentencing court. In any case where the sentencing court’s jurisdiction has been lost prior to all conditions of probation being satisfied by the probationer, the proposer shall transmit a copy of the case file to the judge if requested. The probation officer shall transmit with the case file a cover letter on proposer’s letterhead outlining in detail the efforts made by that officer to seek compliance with the terms of probation.

When a probationer seriously violates his/her sentence or absconds from supervision, JCS staff JCS Probation Officers work with the probationer and provide an opportunity to explain the circumstances of their delinquency and may file a Notice to Appear with the Court in lieu of a warrant. When necessary, however, JCS staff members prepare and present a warrant packet to the Court for signature. Included are the notarized warrant with digital photo, affidavit of delinquency, warrant information sheet (which includes the probationer’s personal history, employment information, friends and relatives, and last known whereabouts), and any evidentiary documentation regarding the alleged probation violations. JCS manages all data forms for the Court and will complete any state required information for each form as it corresponds with our probation warrants. These forms are completed in detail within 24 hours of receipt and immediately hand delivered to the appropriate agency. JCS maintains all warrant cases on active status periodically making attempts to locate the probationers through our community network and file information, as well as our ProbationTracker system. Additionally, JCS is on line with many local Sheriff and Police Departments and shall provide its officers daily with the inmate list from detention facilities to insure that those probationers arrested on probation warrants have their revocation hearings scheduled and completed promptly.

Upon the violation of any condition of probation JCS can immediately submit to the Court a Delinquent Report Sworn Affidavit (D.R.). This document details in narrative form, the behavior of the probationer while under supervision, the circumstances of the violation(s) as well all actions taken by JCS staff in an effort to achieve offender compliance. Finally the D.R. includes recommendations as to any court action deemed appropriate by the supervising officer that may include issuance of a warrant, or modification / revocation of the original sentence. D.R.s are signed by the probation officer and the office manager and are always accompanied by supporting documentation. JCS staff will prepare all documents, such as warrants when appropriate, serve defendants with appropriate





documents within required notice periods, while filing all original documents with the Court.

JCS court services also include the preparation of and appearance at all probation revocation/ modification hearings. JCS officers will prepare and petition the Court for said hearings upon a defendant's violation of the conditions of probation, detailing the violations, presenting evidence and documentation related to the probationer's performance on probation, and making recommendations as to any possible action to be taken by the Court. JCS will coordinate revocation/modification hearing scheduling with Court staff. Following a revocation or modification by the Court, JCS shall file the original order of revocation or modification with the Court clerk, and will then amend the JCS files, including the ProbationTracker E-file, so that the Court can immediately view the amended sentence and its conditions online. JCS shall then enforce the newly established conditions.

JCS shall transmit its standard letter of termination to the Court upon successful completion of all conditions including financial. JCS may toll probation warrants pursuant to Florida law, stopping the running of the probated time, or secures a court order for any otherwise unpaid fines. Should we request an order suspending a fine balance we will include an explanation with the termination request. Reasons for such an order typically include death of the probationer, incarceration of the probationer on a new charge, or obviously revocation of the balance of the probated sentence.

### 13. Special Conditions

a. The proposer shall follow up and enforce special conditions of probation, including, but not limited to; Restitution; Fines and court costs; Evaluation and treatment programs; Community services; Cost of supervision fees; and Procurement of licenses.

This is what we do. PPS officers will review each condition of probation with every probationer at each contact, documenting specific progress on each condition. PPS also engages in collateral contacts with relevant parties (counselors, family members, etc.) when appropriate to ensure compliance. PPS officers have a distinct advantage over their peers in the industry- our technology. The ProbationTracker system manages the probationer reporting calendar, notifies our officers regarding their probationers missed appointments, upcoming expiration dates, missed payments, failure to complete community service hours, warrant status, and drug screen deadlines.

PROBATIONTRACKER not only assists the officers in being organized in requiring offender compliance with special conditions, it holds our officer accountable to the Court's sentence, and all **documentation including field notes, are available for viewing on-line through PROBATIONTRACKER by the Court** and other authorized county personnel.

b. The proposer shall place priority on payment of restitution. Waivers by the sentencing court of any special condition of probation shall be noted in the case file. Describe the procedures for the waiver of supervision fees, if applicable.



Restitution shall be prioritized and can be disbursed directly to the victim by JCS. A restitution report shall be generated and submitted to the Court monthly, detailing the collection activity of each probationer's restitution debt.

A sample restitution check and letter.....

PROFESSIONAL PROBATION SERVICES, INC.  
1770 INDIAN TRAIL ROAD - SUITE 350  
NORCROSS, GA 30093

Date: 12/20/12

1270

PAY TO THE ORDER OF MICHELLE HEROUX \$ 75.00

SEVENTY-FIVE AND 00/100

Restitution

PROFESSIONAL PROBATION SERVICES, INC.  
1770 INDIAN TRAIL ROAD - SUITE 350  
NORCROSS, GA 30093  
Phone (678)218-4100 - Fax (678)218-4104

Date: 12/20/12

1270

As a condition of probation, the defendant named below was ordered to pay victim compensation for his/her criminal act.

Please find enclosed check number 1270 for restitution payment in the amount of \$75.00 for the following case.

Defendant: CHELSEA GARBER  
Case Number(s): 2011MM010639AXX  
Court: Palm Beach County

PROFESSIONAL PROBATION SERVICES, INC.

Date: 12/20/12

1270

Please contact Federico Forero at 561.800.1719 should you have any questions.

Additional Comments:

MICHELLE HEROUX  
620 VIA VILLAGIO  
LANTANA, FL 33482

As outlined herein, JCS has a history of successful fine collections from probationers of all types of offenses collecting historically more than 88% of fines assigned to us for collection. **If the courts waive supervision fees, JCS will follow the order of the court and reflect it in our database that fees are not to be assessed. This is at no cost to Okaloosa County.**


14. Indigent Services – The proposer shall describe its approach for providing its proposed services to offenders that have been declared indigent by the court. This description shall include how many probationers of this type they anticipate being assigned as well as how they expect to be compensated for provision of such services.





JCS shall supervise, at no or reduced cost, those offenders the court finds to be indigent, and all services are available, as ordered by the court, at no charge to the indigent offender. JCS does not seek compensation for indigent supervision, but rather makes efforts to assist the offender with employment or other issues. JCS places no limit on indigent orders from its contracted courts and currently, on average maintains indigent cases that represent approximately 8% of our overall caseload. JCS Okaloosa also provides a financial affidavit for consideration or reduction of the fees, which is at no cost to Okaloosa County.

To follow is a copy of the financial worksheet and hardship affidavit provided to probationers.



### Judicial Correction Services Financial Assessment

This form is to be filled out in its entirety and returned with supporting documentations.

**Personal and Income Information.** Required for any source of income.

Name:		Income/Job:	
County Aid:		State Aid:	
SSI/Disability:		Unemployment:	
Pension:		Spouse/Roommate:	
Assets:		Anything of Value:	

**Expenses.** Only used as a guide to get a picture of your overall financial situation and must be accompanied by supporting documents. If you are staying with someone, this form must be accompanied by a notarized letter from the person you are living with stating the current living arrangements and any agreements of obligations.

Rent/Mortgage:		Car Note:	
Electricity:		Insurance:	
Water/Sewage:		Phone/Mobile:	
GAS:		Cable/Internet:	
Groceries/Food:		Child Support:	
Medical:		Child Care:	
Transportation/Bus:		Other Expenses:	

**Home.** Information about the members of your household.

Dependents:		Spouse:	
Roommates:		Other:	

**Work History.** The current / last place that you are working or have worked.

Employer:		City:	
Wage:		Position:	
Last Job?			
Job search history?			
Why can't you work?			

By signing this, I affirm that all information contained in this document is true and accurate to the best of my knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\*\*\*\*Failure to complete this form in its entirety will cause your application to be delayed and will be returned for completion.\*\*\*\*\*



**AFFIDAVIT OF FINANCIAL HARDSHIP**  
**IN THE COUNTY OF OKALOOSA, STATE OF FLORIDA Vs.** \_\_\_\_\_

**INCOME/EMPLOYMENT**

A. Do you have a job or work for yourself? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Employer's name and address \_\_\_\_\_  
 How much money do you take home each week? +\$ \_\_\_\_\_

B. If unemployed, give month and year of last employment and amount earned per month.  
 +\$ \_\_\_\_\_

C. Does your spouse/significant other have a job? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Employer's Name and Address \_\_\_\_\_  
 How much money does he/she take home each week? +\$ \_\_\_\_\_

D. Do you receive money or benefits from any other source? Yes \_\_\_\_\_ No \_\_\_\_\_  
 (Retirement pay, Social Security, Workman's Compensation, Food Stamps, Etc.)  
 How much do you receive per month? +\$ \_\_\_\_\_

**ASSETS**

A. Do you have any money in any bank, savings and loan, credit union, or any other place, including cash on hand?  
 Where? \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_

B. Do you own anything else of value? \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_  
 (Land, House, Television, Stereo, Jewelry, Vehicle, etc)

**DEPENDANTS**

A. Are you: Single \_\_\_\_\_ Married \_\_\_\_\_ Widowed \_\_\_\_\_ Divorced \_\_\_\_\_ Separated \_\_\_\_\_

B. Do you have any dependants?  
 Who and what relationship? \_\_\_\_\_

**DEBTS**

What does it cost you to live each month? -\$ \_\_\_\_\_

Creditor	Total Debt	Monthly Payment
Utilities: _____	\$ _____	\$ _____
House/Rent Payments: _____	\$ _____	\$ _____
Car payment: _____	\$ _____	\$ _____
Groceries: _____	\$ _____	\$ _____
Child Support/Daycare: _____	\$ _____	\$ _____
Other: _____	\$ _____	\$ _____
Other: _____	\$ _____	\$ _____

In support of this request I have provided documentation. I have answered the above questions relating to my ability to pay. I swear that these answers are true and reflect my present financial status. I understand that a false statement or answer to any questions in this affidavit may subject me to a court hearing.  
 Dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Probationer  
 Social Security Number \_\_\_\_\_

PROBATION OFFICE RECOMMENDATION: \_\_\_\_\_

\_\_\_\_\_  
 Probation Officer

It is hereby ordered that the foregoing request be: ORDER \_\_\_\_\_ Granted \_\_\_\_\_ Denied \_\_\_\_\_

COMMENTS: \_\_\_\_\_

DONE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_  
 County Supervisor





15. Americans with Disabilities Act - The proposer shall describe its approach for providing its proposed services in compliance with Americans with Disabilities Act. The description shall include a plan for training the staff.

JCS agrees to continue to comply with all aspects of section 948.15, Florida Statutes and the American Disabilities Act of 1990. JCS staff receive, as part of the company-required 40-hour initial training course, information on the requirements of the law(s) as well as any pertinent updates as part of their annual training.

16. Interpreters – The proposer shall describe its approach for providing its proposed services to non-English speaking probationers and the deaf and hard of hearing probationers.

JCS currently employs staff that are fluent in Spanish, and if necessary, JCS shall bear the costs of additional interpreters provided that we are given at least a 48 hour notice regarding such a need. JCS will pay up to \$55.00 per hour for interpreting services at our locations.

JCS shall employ staff that speak Spanish and English fluently at each location. For languages other than Spanish, JCS shall utilize our subscription to the ATT Language Line.

17. Financial Process – The proposer shall describe its approach to the collecting and processing of payments. The description shall include the collection process, receipting of the funds, depositing the funds and the disbursement process.

## **Accounting**

JCS knows that financial accountability is an integral part of our services. We also know that there isn't a one size fits all solution to accounting. As mentioned we operate in over 200 courts and accept an average of 50,000 payments each month. Since our inception, we have never had a problem or issue with our financial accountability and that can be attributed to our training and strict guidelines.

Each JCS court has a specific account for all money deposited. When a probationer makes a payment to probation the probation officer works as a cashier and immediately issues the probationer a receipt for the amount paid. Each receipt contains the total amount paid, the total balances due and the probationers next scheduled appointment. In addition each receipt is unique with watermarks, and other distinct features that change daily, weekly and monthly to avoid the possibility of forgery. Probation officers can only enter payments into the system. The system will not allow them to delete or reverse payments. Only the office manager has these software permissions. JCS does not issue hand written receipts. These two procedures reduce the risk of theft or fraud.

## **Payment Procedures**

### *Probationer Procedure*

- 1) Probationer advises officer the amount of money they wish to pay.



- 2) Probationer gives money directly to probation officer in exchange for a receipt.
- 3) If delinquent the probationer will discuss a compliance plan with probation officer.

#### **Probation Officer Procedure**

- 1) Probation officer is told how much the probationer would like to pay.
- 2) If current- money is applied as described in probationers payment plan, if delinquent- probation officer applies the majority of amount to fines, and the remaining amount to supervision.
- 3) Probation officer generates a receipt in English or Spanish that details all money paid and how it was allocated. It also gives them their outstanding balances and next appointment.
- 4) After payment is made the officer will deposit it in a local smart safe. Each officer has a specific code and a receipt will print out for each deposit. All forms of currency are scanned and recognized by these safes to avoid possible human error.
- 5) At the end of each day the probation officers add up their receipts and compare it to the total collected in our case management system. If they match the officer may leave, if they do not they must find the discrepancy.

18. Transition Plan – The proposer shall thoroughly describe their transition plan from the current program to the proposer, if awarded the contract. This description shall include a detailed time line and action items. If the contract moves to another provider, the proposer must fully cooperate with the transition to a subsequent provider.

JCS is the incumbent provider, and if not selected to continue serving Okaloosa County, will fully cooperate with the transition to a subsequent provider.





**XI. MISDEMEANOR PROBATION SERVICES COST SUMMARY** – This section shall consist of a concise listing of all services to be provided, a fee for such services, and an anticipated funding source. Describe process to be used to determine fee increases and the role of the court in the process.

**Supervision Services**

Basic (General) Probation	\$50.00 per month
Intensive Probation	\$75.00 per month
Indigent Probation Supervision	\$50.00 (one-time fee)
Pre-Trial Diversion	\$50.00 per month or as determined by Office of State Attorney
Worthless Check Diversion Program	\$30.00 per check or as determined by Office of State Attorney

**Electronic Monitoring Services**

Drug Patch	\$12.00 per day
GPS (JCS only offers “Active”)	\$9.00 per day
GPS Monitoring with Alcohol-Remote Breath	\$7.00 per day

**Drug Screens**

ETG/Drug Confirmation Combined Test-	\$45.00
Laboratory Confirmation Test	\$45.00
Veteran’s Treatment Court Drug Test	Free
On-Site Alcohol Test (BAC Track)	Free
On-Site Drug Test (10 panels as designed by each Court- can be amended as needed).	\$15.00

**Additional Services**

Pre-Sentence Investigation	\$50.00
Veteran’s Treatment Court Random Drug Test Line	Free
Tobacco Education Program	\$ 0 - \$35.00
Vehicle Impoundment	\$ 5.00 per day
Marijuana/THC Education	\$ 29.95 - online
Shoplifting Awareness Workshop	\$ 0 - \$65.00
Community Service Work Coordination & Supervision	Free



<b>Community Service Liability Insurance</b>	<b>\$15.00</b>
<b>Moral Recognition Therapy</b>	<b>\$25.00 per session</b>
<b>Anger Management Workshop</b>	<b>\$25.00 per session</b>
<b>Specialty Court Services-Mental Health &amp; Veteran's Treatment Court</b>	<b>Free</b>
<b>Anger &amp; What It Means to Me</b>	<b>\$25.00 per session</b>
<b>Life Skills/Financial Management</b>	<b>Free</b>
<b>Health Prevention Testing-HIV/STD</b>	<b>Free</b>
<b>Job Search/Kiosk use/Interview Skills Development</b>	<b>Free</b>





**XII.** REPORTING & COMMUNICATION WITH THE COURT – This section shall consist of a description of the frequency and type of caseload and collection reports the proposer plans to submit to the court in addition to the statutory requirements (quarterly reports to the Chief Judge, County Court Judges and the County describing the payments received, services delivered, outcomes, offenders serviced etc. pursuant to 948.15, Florida Statutes). It will be necessary for the proposer to communicate with and meet with the judges on a routine bases to discuss the needs of the court as well as the unique issues of the offenders. It is the expectation of the court that the proposer will work with them in the development and implementation of innovative programs. Proposer shall describe their experience in this area and their willingness to work with the court.

### **Communication and Relationships**

As the County is aware, JCS currently provides vigorous communication and reporting, and we take great care to ensure that all of clients are apprised of all situations as appropriate. JCS will continue to provide all required reports and communication with the Court, including quarterly reports to the Chief Judge, County Court Judges and the County describing the payments received, services delivered, outcomes, offenders serviced etc., pursuant to 948.15, Florida Statues. JCS is proud of the relationships that have been built with the Court and we intend to partner in all areas to ensure that the Court receives reports and is completely satisfied with all communications from JCS.



**XIII.** Applicants should describe how they will interact with the Clerk of Court to discover and implement ways to increase e-efficiencies in processing information and funds and any record in doing so. Similarly, applicants should describe how they would interface with DOC State Probation and Parole for defendants who are on probation with both systems. Applicants should also describe how they would interact with the Okaloosa County Jail and Pre-trial Services.

Fines, fees, and other funds due to the court can be remitted daily, weekly, or monthly. We have the ability to provide the financial data relating to the remittance to the court electronically. By doing so, we can save the court many hours of data input.

As mentioned previously, JCS is one of the only private probation providers in the Country that often utilizes automated clearing house payments (ACH) for the Clerks and Courts. The system is a simple fixe step process:

- Step One: The Clerk informs JCS of how frequently (daily) they would like the transfer.
- Step Two: JCS collects the fines and fees from the probationer.
- Step Three: JCS deposits the funds for transfer.
- Step Four: JCS authorizes the transfer of the funds to the Clerk's desired account on a daily basis.
- Step Five: JCS provides the Clerk's office a certified financial report detailing the collections included in the transfer.

One of the main differences between JCS and other private probation companies is that we offer complete transparency. We allow all designated court staff the ability to see everything we do, to include the DOC State Probation and Parole, Okaloosa County Jail, Okaloosa County Sheriff's Office and Pre-Trial Services. JCS has provided ProbationTracker access and hands on training to all parties authorized.

In an effort to collaborate with the Clerk of Court to increase efficiencies in processing information, JCS has purchased software that allows for documents to be e-filed into the Florida Courts E-filing Portal. This also allows for documents to be converted to word format and electronically signed to include a notary signature and stamp. This ultimately speeds up the process for the Probationer's, Clerk of Court, Okaloosa County Jail, Law Enforcement and Pre -Trial Services.



**XIV.** FINANCIAL STATUS – The proposer must be stable and financially solvent. State if company is presently negotiating a sale, acquisition or merger which would alter the company’s structure as stated above. Describe the relationship between the proposer and all subcontractors in the proposer’s proposal, including the division of roles and responsibilities.

**The PPS Family of Companies is not negotiating the sale of any of its entities including JCS, nor are we seeking or negotiating, in whole or in part, the sale of PPS to a third party.**

