

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/21/2023

Contract/Lease Control #: C23-3389-JUD

Procurement#: RFP JUD 51-23

Contract/Lease Type: CONTRACT-AGREEMENT

Award To/Lessee: JUDICIAL CORRECTION SERVICES

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 09/19/2023

Expiration Date: 09/18/2026 W/ (2) 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

C23-3389-JUD
9/18/26

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TBD 51-23 Tracking Number: 4923-23

Procurement/Contractor/Lessee Name: JCS Grant Funded: YES ___ NO X

Purpose: Misdemeanor Probation Services

Date/Term: 3 yrs w/ 2 1yr renewal 1. GREATER THAN \$100,000

Department #: NA 2. GREATER THAN \$50,000

Account #: _____ 3. \$50,000 OR LESS

Amount: NO COST to county

Department: JUD Dept. Monitor Name: White

Purchasing Review

Procurement or Contract/Lease requirements are met: DeRita Mason Date: 8-17-23

Purchasing Manager or designee: _____ DeRita Mason, Erin Poole, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: no federal funds Grant Name: _____

Grants Coordinator: _____ Suzanne Ulloa Date: _____

Risk Management Review

Approved as written: see email attached Date: 8-17-23

Risk Manager or designee: _____ Lydia Garcia

County Attorney Review

Approved as written: see email attached Date: 8-29-23

County Attorney: _____ Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

C23-3389-JUD
JUDICIAL CORRECTION SERVICES
Misdemeanor Probation Services
Expires: 09/18/2026 W/2-1 YR RENEWAL

DeRita Mason

From: Odessa Cooper-Pool
Sent: Thursday, August 17, 2023 4:25 PM
To: DeRita Mason; Lynn Hoshihara
Cc: 'Parsons, Kerry'; Jacqueline Matichuk
Subject: RE: JCS Agreement 51-23
Attachments: Judicial Correction Services Final Agreement 51-2.docx; judicial management .pdf

Hello DeRita,

The JCS Agreement 51-23 for Judicial Correction Services has been reviewed and is approved by Risk Management for insurance purposes.

Thank you,

Odessa Cooper-Pool

Public Records & Contracts Specialist | Risk Management
Okaloosa County BCC
302 N. Wilson Street, Crestview, FL 32536
Office: 1-850-689-4111



“And, when you want something, all the universe conspires in helping you to achieve it.”— Paulo Coelho, *The Alchemist*

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, August 17, 2023 12:55 PM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: 'Parsons, Kerry' <KParsons@ngn-tally.com>; Odessa Cooper-Pool <ocooperpool@myokaloosa.com>; Jacqueline Matichuk <jmatichuk@myokaloosa.com>
Subject: JCS Agreement 51-23

Good afternoon,
Please review and approve the attached.
Thank you,

DeRita Mason

DeRita Mason

From: Lynn Hoshihara
Sent: Tuesday, August 29, 2023 2:09 PM
To: DeRita Mason
Cc: 'Parsons, Kerry'
Subject: Re: JCS Agreement 51-23
Attachments: Judicial Correction Services Final Agreement 51-2 8.29.23.docx

DeRita,

With the attached changes, this is approved.

Lynn

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason
Sent: Thursday, August 17, 2023 1:54 PM
To: Lynn Hoshihara
Cc: 'Parsons, Kerry'; Odessa Cooper-Pool; Jacqueline Matichuk
Subject: JCS Agreement 51-23

Good afternoon,
Please review and approve the attached.
Thank you,

DeRita Mason



DeRita Mason, CPPO, CPPB, NIGP-CPP
Purchasing Manager
Okaloosa County Purchasing Department
5479A Old Bethel Road

**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA
AND JUDICIAL CORRECTION SERVICES
CONTRACT ID C23-3389-JUD**

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made this 19th day of September, 2023 by and between Okaloosa County, a political subdivision of the State of Florida, (hereinafter referred to as the “County”), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and Judicial Correction Services a Foreign Limited Liability Company, whose address is 327 S. Hill Street, Buford, GA 30518 authorized to do business in the State of Florida (hereinafter referred to as “Contractor”) whose Federal I.D. # is 58-2665147.

RECITALS

WHEREAS, the County is in need of a contractor for Misdemeanor Probation Services (“Services”); and

WHEREAS, pursuant to the Okaloosa County Purchasing Manual, the County issued a Request for Proposals to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor’s responsive to the procurement is included as Attachment “A”; and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County provided in accordance with the terms and conditions of this contract and attached Attachment “A”.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

Attachment “A” – Procurement RFP JUD 51-23 and Contractor’s Response;

Attachment “B” – Insurance Requirements;

Attachment “C” – Title VI list of pertinent nondiscrimination acts and authorities;

Attachment “D” – Vendors on Scrutinized List

2. Services. Contractor agrees to perform the following services, Misdemeanor Probation Services. The Services to be provided are further detailed in the Contractor’s proposal attached as Attachment “A” and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County’s needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause

damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

Contractor shall 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 services or ftp site.

3. Term and Renewal. This Agreement shall be effective when all parties have signed and shall continue for three (3) years, with the option of two (2) one (1) year renewals with mutual consent by both parties.

4. Compensation. The Contractor agrees to provide the Services to the County, provided in accordance with the terms and conditions of this contract and attached Attachment "A".

a. Contractor shall be paid for the delivery of services provided in accordance with the terms and conditions of this contract and attached Attachment "A".

b. Disbursement. Check one:

There are no reimbursable expenses associated with this Agreement.

c. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.

d. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

6. Insurance. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. Termination and Remedies for Breach.

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.
 - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
- c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

8. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of

any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

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

- a. Keep and maintain public records required by the County to perform the service.
- b. 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.
- 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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. 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.

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 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

10. 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.

11. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the County:	John Hofstad, County Administrator 1250 N. Eglin Pkwy, Suite 102 Shalimar, FL 32579 850-651-7515 jhofstad@myokaloosa.com	With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
If to the Contractor:	Connor B. Cox, President Judicial Correction Services 327 S. Hill Street Buford, GA 30518 678-218-4100 connorcox@ppsinfo.net	

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

13. 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 Agreement. 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.

14. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

15. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

- a. Compliance with Regulations: The Contractor 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 and attached hereto as Attachment "C".

b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, 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.

c. 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 Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. 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 County or other governmental entity 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 County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. 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 County 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 County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

16. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, 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 Services, 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.

17. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

18. Independent Contractor. Contractor enters into this Agreement 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 Agreement.

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

20. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

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.

21. 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.

22. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

23. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

24. 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.

25. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

26. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

JUDICIAL CORRECTION SERVICES:

[Signature]
Signature

TITLE: CEO

Keith Wood
Print Name

ATTEST

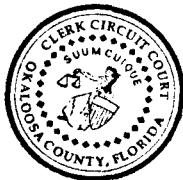
OKALOOSA COUNTY, FLORIDA

BY: For *[Signature]*

J.D. Peacock, II, Clerk

BY: *[Signature]*

Robert A. "Trey" Goodwin, III, Chairman



Attachment "A"
Vendor's Proposal

RESPONSE

Due Date:

July 11, 2023

3:00 PM



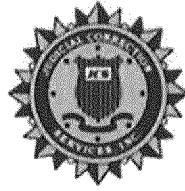
REQUEST FOR PROPOSALS

RFP JUD 51-23

**Misdemeanor
Probation
Services**

**Okaloosa County
Florida**

A Professional Probation Services, Inc. Company



Judicial Correction Services

**327 South Hill Street
Building A
Buford, Georgia 30518**

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

COMPANY NAME *Judicial Correction Services*

MAILING ADDRESS *327 South Hill Street
Building A*

CITY, STATE, ZIP *Buford, GA, 30518*

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): *58-2665147*

TELEPHONE NUMBER: *678-218-4100* **FAX:** *678-218-4104*

EMAIL: *connorcox@jcsinfo.net*

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A BID 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 BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: 

PRINTED NAME: *Connor Cox*

TITLE: *President* **DATE:** *7/3/2023*



REQUEST FOR PROPOSALS (RFP) & RESPONDENT'S ACKNOWLEDGEMENT

RFP TITLE:
MISDEMEANOR PROBATION SERVICES

RFP NUMBER:
RFP JUD 51-23

ISSUE DATE: June 19, 2023
LAST DAY FOR QUESTIONS: June 28, 2023 @ 3:00 P.M.
ITB OPENING DATE & TIME: July 11, 2023 @ 3:00 P.M.

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 proposals must be submitted electronically by the time and date listed above. Proposals may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified.

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

COMPANY NAME Judicial Correction Services
MAILING ADDRESS 327 S. Hill Street
CITY, STATE, ZIP Buford, GA 30518
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 58-2665147
TELEPHONE NUMBER: 678-218-4100 EXT: --- FAX: 678 218 4104
EMAIL: connorcox@ppsinfo.net

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A BID 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 BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: [Signature] PRINTED NAME: Connor B. Cox
TITLE: President DATE: 7/3/23

Misdemeanor Probation Services
RFP JUD 51-23

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until **3:00 p.m. (CST) July 11, 2023** for Misdemeanor Probation Services. Interested respondents desiring consideration shall submit their response online at Vendor Registry through the link provided below:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

Unless otherwise stipulated in the proposal description, all responses must be submitted using Vendor Registry only. No other means of submission of responses will be accepted. Responses will be accepted by Vendor Registry until **3:00 p.m. CST July 11, 2023**, at which time all proposals that are timely submitted will be opened and reviewed.

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 resulting negotiated agreement that is in its best interest and its decision will be final.

For this solicitation please contact:

DeRita Mason
Purchasing Manager
850-689-5960
dmason@myokaloosa.com

DeRita Mason
Purchasing Manager

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS
ROBERT "TREY" GOODWIN, III,
CHAIRMAN

PROPOSAL REQUIREMENTS

PROPOSAL #: RFP JUD 51-23

PROPOSAL ITEM: MISDEMEANOR PROBATION SERVICES

I. INTRODUCTION

The Okaloosa County Board of County Commissioners is seeking proposals from qualified contractors to provide misdemeanor probation services. Okaloosa County had a total of 1,365 misdemeanor probation cases for 2022. Since January 1, 2023, there have been 835 misdemeanor probation cases requiring probation services. The current contract for Misdemeanor Probation Services is at no cost to the County. It is the desire of the County for the new contract to also be at no cost to the County.

II. MISDEMEANOR PROBATION SERVICES SCOPE OF WORK

The selected contractor must be financially solvent and have a track record of providing high quality services with a high grade of customer satisfaction. The Respondents shall provide all staff, labor, supervision, transportation and any and all other items or services of any type whatsoever, which are necessary to fully perform and provide misdemeanor probation services for criminal court defendants in Okaloosa County, Florida. The goals of the program are to provide misdemeanor probation management to perform the initial intake of persons placed on misdemeanor probation, to properly supervise persons placed on misdemeanor probation and to appear at all the Court hearings involving an offender supervised by the Respondent. The following are specific requirements and conditions:

1. **Supervision Services** – The Respondent 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, etc.
 - a. **Initial Intake & Counseling** – The Respondent 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 Respondent shall clearly explain all of the terms of the probation to the probationer in a manner that the probationer fully understands. The Respondent 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 Respondent 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 Respondent 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 Respondent will be required to attend staffing and court hearings for specialty courts such as Veteran’s Court and Mental Health Court. Respondent shall describe their staff model for these types of programs.
2. **Rehabilitation Services** – The Respondent 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 Respondent 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 Respondent 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 Respondent will be required to provide program descriptions for a Pretrial Diversion Program and a Check Diversion Program. Respondent shall identify the total cost of the service to the probationer.
 6. **Service Locations** – The Respondent 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 Respondent 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 employee. 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 respondent 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 Respondent should list any specific hardware and software they currently use and plan to use here. Respondent shall indicate if they are agreeable to coordinating with the County and other probation services stakeholders to integrate and/or interface with other judicial case management systems in Okaloosa County.
- 9. Collection Services** – The Respondent 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 Respondent shall provide evidence of the success rate of its proposed collection support system if they have used it elsewhere. The Respondent 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. The Respondent shall provide their internal process for fraud prevention and audit.
- 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 Respondent shall describe how they plan to ensure the compliance of community service work. The Respondent 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 Respondent 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 Respondent 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 Respondent 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 Respondent 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 Respondent 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. American with Disability Act** - The Respondent shall describe its approach for providing its proposed services in compliance with the American with Disability Act. The description shall include a plan for training the staff.
- 16. Interpreters** – The Respondent shall describe its approach for providing its proposed services to non-English speaking probationers and the deaf and hard of hearing probationers.
- 17. Transition Plan** – The Respondent 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.
- 18. 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.
- 19. 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 basis 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. Proposer should describe how they will interact with the Clerk of Court to discover and implement ways to increase electronic-efficiencies in processing information and funds and any record in doing so. Similarly, applicants should describe how they would collaborate with DOC State Probation and Parole for defendants who are on probation with both systems. Proposer should also describe how they would interact with the Okaloosa County Jail and Pre-trial Services.

20. **Financial Status - The** Respondent 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. PROPOSAL RESPONSE REQUIREMENTS

Respondents shall construct its Proposal in the following format as outlined and a divider must separate each section as prescribed.

TAB 1 – PROPOSAL TRANSMITTAL FORM ON THE RESPONDENT'S LETTERHEAD

All signatures must be by an individual with authority to legally bind the Respondent, witnessed, and corporate and/or notary seal (as applicable.) If the individual signing the Proposal Transmittal Form does not have apparent authority to legally bind the Respondent, attach documentation demonstrating such authority. The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Verify that all forms and tax identification number have been provided.

TAB 2 – REQUIRED FORMS, DOCUMENTS AND CERTIFICATIONS

1. Proof of proper State of Florida business licensure and professional certifications/registrations for providing services in Florida.
2. Proof of corporate registration to operate in the State of Florida as provided by the Florida Department of State, Division of Corporations. Corporation must have active status.
3. Proof of any Professional License.

4. The following forms must be fully filled out and signed by a person with authority to bind the Respondent:

RESPONSE DOCUMENT #1:	DRUG-FREE WORKPLACE CERTIFICATION
RESPONSE DOCUMENT #2:	CONFLICT OF INTEREST DISCLOSURE FORM
RESPONSE DOCUMENT #3:	FEDERAL E-VERIFY COMPLIANCE CERTIFICATION
RESPONSE DOCUMENT #4:	CONE OF SILENCE FORM
RESPONSE DOCUMENT #5:	INDEMNIFICATION AND HOLD HARMLESS
RESPONSE DOCUMENT #6:	ADDENDUM ACKNOWLEDGEMENT
RESPONSE DOCUMENT #7:	COMPANY DATA
RESPONSE DOCUMENT #8:	SYSTEM AWARD MANAGEMENT FORM
RESPONSE DOCUMENT #9:	LIST OF REFERENCES
RESPONSE DOCUMENT #10:	CERTIFICATION REGARDING LOBBYING
RESPONSE DOCUMENT #11:	SWORN STATEMENT – PUBLIC ENTITY CRIMES
RESPONSE DOCUMENT #12:	GOVERNMENTAL DEBARMENT & SUSPENSION
RESPONSE DOCUMENT #13:	VENDORS ON SCRUTINIZED COMPANIES LIST
RESPONSE DOCUMENT #14:	GRANT FUNDED CLAUSES
RESPONSE DOCUMENT #15:	CERTIFICATE OF GOOD STANDING FOR THE STATE OF FLORIDA-PROVIDED BY CONTRACTOR
RESPONSE DOCUMENT #16:	SUBCONTRACTORS LIST, IF ANY

TAB 3 – CERTIFICATES OF INSURANCE

This RFP indicates the minimum insurance requirements each selected entity must carry. While it is not necessary to have this level of insurance in effect at the time of submission of the Proposal, certificates indicating the level of insurance currently carried by the Respondent or an acknowledgement from a carrier indicating that insurance at the required levels is available will assist in the review process.

TAB 4 – LISTING OF KEY PERSONNEL

1. The Proposal must include a listing of key personnel and subcontractors that will be assigned to provide the Services. Resumes for individual team members must indicate their position, number of years with the submitting firm, amount of relevant experience, education, and professional qualifications.
2. Provide a list of any positions that will be filled after Contract execution with the job function, job title and required job knowledge, skills and experience that will be required for each.

TAB 5 – PROPOSER'S QUALIFICATIONS

1. Provide a detailed list and examples of relevant experience and qualifications for the requested services, as well as a description of the entity's general background and work history.
2. Provide a description of firm's experience in dealing with circuit and local courts and judges as well as the State Attorney's office.
3. Provide a statement demonstrating the firm's or individual's understanding as to the County's needs relative to this RFP including a typical project approach and a statement as to the entity's commitment to use the most current tools and technology available to provide the Services.

TAB 6 – PAST PERFORMANCE AND REFERENCES

Provide a description of a minimum of four (4) contracts completed within the past five (5) years of a similar nature to the work requested in this RFP, including name of contract manager, contract start and end dates and client reference with contact information.

TAB 7 – APPROACH

Provide a summary of how you will:

1. Comply with the items listed in Section II, Scope of Work.
2. Assume and implement the current caseload and provision of Services.
3. Manage the caseload on an on-going basis.
4. Return the caseload to the County in the event of contract expiration or termination.

TAB 8 – LITIGATION HISTORY

Provide a statement of litigation that the firm or its principal officers or owners are currently or have been involved in as a plaintiff or defendant in the past five (5) years.

TAB 9 – PROJECT SCHEDULE

Please provide a preliminary project listing major tasks and proposed timeline to fully implement the Services prior to current contract expiration.

TAB 10 – COST PROPOSAL

1. Provide a cost for the first 30-days of implementing the Services.
2. Provide a list of all services to be provided and rates to be charged for each service to the Probationer, if any. All services should include all overhead, salaries and benefits, travel and any other expenses to provide these Services pursuant to this RFP.
3. Provide a list of all services to be provided and rates to be charged for each service to the County. All services should include all overhead, salaries and benefits, travel and any other expenses to provide these Services pursuant to this RFP.
4. Identify any services that will be provided beyond the requirements of the RFP, Scope of Services found in Section II.

Cost Proposal Form to be used for basis of scoring Tab 10. The below is only a basis for scoring, the respondent should provide all services and cost they provide in their proposal.

SUPERVISION SERVICES	
Basic (General Probation)	
Intensive Probation	
Indigent Probation Supervision	
Pre-Trial Diversion	
Worthless Check Division Program	
ELECTRONIC MONITERING SERVICES	
Drug Patch	
GPS	
GPS Monitoring with Alcohol-Remote Breath	
DRUG SCREENS	
ETG/Drug Confirmation Combined Test	
Laboratory Confirmation Test	
Veteran's Treatment Court Drug Test	
On-Site Alcohol Test (BAC Track)	
On-Site Drug Test (10 Panels as designed by each Court can be amended as needed)	
Mental Health Court Drug Test	

IV. SELECTION CRITERIA

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

- 25pts** Quality of Services: The quality of proposed services, including but not limited to proposed supervision, rehabilitation, indigent, and collection services.
- 25pts** Quality of Programs: The quality of proposed programs, including but not limited to proposed pretrial diversion and check diversion programs.
- 25pts** Qualification, Experience, Litigation History and Past Performance: The proposer's experience in delivering misdemeanor probation services, technology and support functions, with specific emphasis on county-level experience within Florida.
- 15pts** Qualifications and experience of the Proposer and personnel assigned including its References: The level and depth of references provided by credible sources, including but not limited to previous contract monitors, court staff, etc.
- 10 pts** Cost Proposal.

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. The responses should be no more than 25 pages

in length (required forms do not count against the total). Respondents may also include additional material they deem relevant to their selection.

2. A Review Committee will evaluate the submitted proposals, score their responsiveness to the Selection Criteria.
3. 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.

PROCUREMENT SCHEDULE (ANTICIPATED)

RFP Advertised & Posted on Website	06/19/2023
Deadline for Questions	06/28/2023 @ 3:00 P.M.
RFP Response Due Date	07/11/2023 @ 3:00 P.M.
Selection Review Committee Meeting	Week of 07/24/2023
Recommend Award Via ITA	07/28/2023
Contract Negotiations	Week of 08/07/2023
Finalize/Execute Agreement	09/01/2023

2023 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# M20000000294

Entity Name: JUDICIAL CORRECTION SERVICES, LLC

Current Principal Place of Business:

327 SOUTH HILL STREET
BUILDING A
BUFORD, GA 30518

Current Mailing Address:

327 SOUTH HILL STREET
BUILDING A
BUFORD, GA 30518 US

FEI Number: 58-2665147

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

FERLAND, TINA
10 INDUSTRIAL STREET
FT WALTON BEACH FL 32549 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MANAGER
Name WARD, CHARLES K
Address 327 SOUTH HILL STREET
 BUILDING A
City-State-Zip: BUFORD GA 30518

Title MANAGER
Name YORK, THOMAS S
Address 327 SOUTH HILL STREET
 BUILDING A
City-State-Zip: BUFORD GA 30518

Title MANAGER
Name COX, CONNOR
Address 327 SOUTH HILL STREET
 BUILDING A
City-State-Zip: BUFORD GA 30518

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: THOMAS YORK

COO

01/31/2023

Electronic Signature of Signing Authorized Person(s) Detail

Date



2022 / 2023 OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT

BEN ANDERSON

Okaloosa County Tax Collector

The issuance of this receipt does not ensure competency.

BUSINESS NAME: JUDICIAL CORRECTION SERVICES INC

ACCOUNT NUMBER: 119336
EXPIRES: SEPTEMBER 30, 2023

RECEIPT NUMBER: 3600100742091
TYPE OF BUSINESS: Non-Regulated
BUSINESS ADDRESS: 10 INDUSTRIAL ST NW
FT WALTON BCH, FL 32548

Paid
07/05/2022

TRANSFER:	0.00
ORIGINAL TAX:	35.00
EXEMPTION TYPE:	
EXEMPTION AMOUNT:	0.00
PENALTY:	0.00
COLLECTION COST:	0.00
TOTAL Paid	35.00

RENEW ANNUALLY AT
OkaloosaTax.com

E-check is **FREE**

JUDICIAL CORRECTION SERVICES INC
328A E NEW YORK AVE
DELAND, FL 32724

SCAN WITH
PHONE
TO RENEW



THIS BECOMES A TAX RECEIPT WHEN VALIDATED BELOW

Paid 0-22008486 35.00 07/05/2022

TAX RECEIPT MUST BE DISPLAYED ON PREMISES

Law requires this receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so, the business shall be subject to the payment of another tax for the same business, profession, or occupation.

IMPORTANT RECEIPT INFORMATION

Pursuant to State Law, all Business Tax Receipts shall be issued and validated by the Tax Collector beginning July 1st of each year and shall expire on September 30th of the succeeding year.

Receipts renewed beginning October 1st shall be delinquent and subject to a delinquency interest penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid. The total delinquency penalty shall not exceed 25% of the business tax of the delinquent account.

The Receipt is a business tax only. It does not permit the licensee to violate any existing regulatory or zoning laws of the state, county, or cities nor does it exempt the business from any other tax or permits that may be required by law. Business Tax receipt account holders must comply with state laws and local ordinances, to include zoning.

Business Tax Receipt holders should contact the Property Appraiser's Office for information regarding tangible personal property tax requirements.

Failure to pay a business tax within 150 days of the initial notice can result in a civic penalty of up to \$250.

ANNUAL RENEWAL OPTIONS

ONLINE

OkaloosaTax.com

Echeck is **FREE!**

MAIL

P.O. Box 1390
Niceville, FL 32588

DROP BOX

Located at each
office location

PHONE

850.651.7300 or
#TAX (#829) from Cell

IMPORTANT PAYMENT INFORMATION

Please make checks payable to Ben Anderson Tax Collector

When providing a check as payment, you authorize us to either use information from your check to make a one time electronic fund transfer from your account or process the payment as a check transaction.

FORMS OF PAYMENT ACCEPTED



Echeck
it's **FREE!**



Check



Cash



Credit Card
Convenience Fees apply.

HOW TO CHANGE/UPDATE A RECEIPT

Changes to existing Business Tax Receipt accounts must be submitted online. To submit a change, search for your account at okaloosa.county-taxes.com/public and then select the *Request a change to your Business Tax Account* link.

HOW TO CLOSE AN ACCOUNT

Please complete and submit the online form at Okaloosatax.com/CloseBusinessTaxAccount/ to request the closure of your Okaloosa Business Tax Receipt Account. The Tax Collector reserves the right to request additional information if needed.

QUESTIONS?

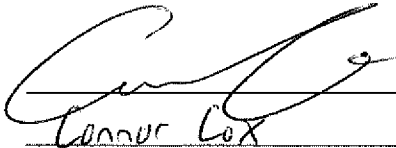
Visit **OkaloosaTax.com**
Call **#TAX (#829)** from your mobile device.

RESPONSE DOCUMENT #1: 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:	<u>7/3/2023</u>	SIGNATURE:	
COMPANY:	<u>Judicial Correction Services</u>	NAME:	<u>Connor Cox</u> (TYPED OR PRINTED)
ADDRESS:	<u>327 South Hill Street</u> <u>Building A</u> <u>Bunford GA</u> <u>30518</u>	TITLE:	<u>President</u>
PHONE #:	<u>678-218-4100</u>	E-MAIL:	<u>connorcox@ppsifc.net</u>

RESPONSE DOCUMENT #2: 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)

POTISTION(S)

FIRM NAME: Judicial Correction Services

BY (PRINTED): Connor Cox

BY (SIGNATURE): 

TITLE: President

ADDRESS: 327 South Hill Street, Bldg. A
Buford, GA. 30518

PHONE NUMBER: 678-218-4100

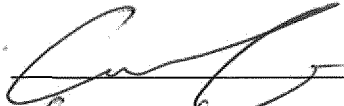
E-MAIL: connorcox@ppsinfo.net

DATE: 7-3-2023

RESPONSE DOCUMENT #3: 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.

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

DATE: 7-3-2023 SIGNATURE: 
COMPANY: Judicial Correction Services NAME: Comer Cox
ADDRESS: 327 South Hill Street TITLE: President
Building A
Buford, GA. 30518
E-MAIL: ComerCox@ppsinfo.net
PHONE #: 678-218-4100

RESPONSE DOCUMENT #4: CONE OF SILENCE FORM

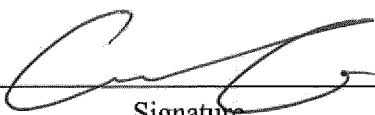
The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents 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 Judicial Correction Services
Signature Company Name
on this 3rd day of July 2023, I 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.

RESPONSE DOCUMENT #5: INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR shall indemnify and hold harmless 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 CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

Judicial Correction Services

Proposer's Company Name



Authorized Signature – Manual

327 South Hill Street, Bldg A Buford GA, 30518

Connor Cox

Physical Address

Authorized Signature – Typed

327 South Hill Street, Bldg A Buford GA, 30518

President

Mailing Address

Title

678-218-4100

678-218-4104

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

7-3-2023

678 461 0962

Date

RESPONSE DOCUMENT #6: ADDENDUM ACKNOWLEDGEMENT
RFP JUD 51-23

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

<u>ADDENDUM NO.</u>	<u>DATE</u>
1	July 7, 2023
1 (second Addendum)	July 12, 2023

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.

RESPONSE DOCUMENT #7: COMPANY DATA

Respondent's Company Name: Judicial Correction Services

Physical Address & Phone #: 327 South Hill street

Building A

Butts, Georgia

30518

678-218-4100

Contact Person (Typed-Printed): Connor Cox

Phone #: 678-218-4100

Cell #: 678 451 0942

Federal ID or SS #: 58-2665147

DUNNS/SAM #: _____

Respondent's License #: _____

Additional License – Trade and Number _____

Fax #: 678-218-4104

Emergency #'s After Hours,
Weekends & Holidays: _____

DBE/Minority Number: _____

RESPONSE DOCUMENT #8: 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).

(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 selected 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: Judicial Correction Services

Entity Address: 50327 S. Hill Street Buford, GA 30518

Sam.gov Unique Entity Identifier: application pending

CAGE Code: _____

RESPONSE DOCUMENT #9: LIST OF REFERENCES

1. Owner's Name and Address: Hernando County, Florida

Judge Kurt Hitzemann
Contact Person: _____ Telephone # (352) 754-4295

*Email: khitzemann@circuit5.org

2. Owner's Name and Address: Sumter County, Florida

Clerk Gloria R. Hayward
Contact Person: _____ Telephone # (352) 569-6600

*Email: sumterclerk@sumterclerk.com

3. Owner's Name and Address: Palm Beach County, Florida

Director Damir Kukec, CJCC
Contact Person: _____ Telephone # (561) 355-1639

*Email: dkukec@pbegov.org

4. Owner's Name and Address: Bay County, Florida

Judge Joe Grammer
Contact Person: _____ Telephone # (850) 747-5515

*Email: grammer@jud14.flcourts.org

5. Owner's Name and Address: Columbia County, Florida

Judge Sara J. Carter
Contract Person: _____ Telephone # (386) 758-1000

*Email: norman.margaret@jud3.flcourts.org

RESPONSE DOCUMENT #10: LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

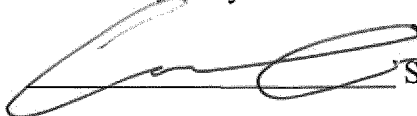
The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.] The Contractor,__, 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 of Contractor's Authorized Official

Connor Cox - President Name and Title of Contractor's Authorized Official

7/3/2003 Date

**RESPONSE DOCUMENT #11: SWORN STATEMENT UNDER
SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted for Judicial Correction Services / Okaloosa County
2. This sworn statement is submitted by Connor Cox whose
business address is: 327 South Hill Street, Building A Buford, GA 30518 and (if
applicable) its Federal Employer Identification Number (FEIN) is (If entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement: 58-2665147
3. My name is Connor Cox and my relationship to the entity
named above is President

4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Section 287.133(1) (a), Florida Statutes, means:

- (1) A predecessor or successor of a person convicted of a public entity crime; or
- (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and

agents who are active in management of an entity.

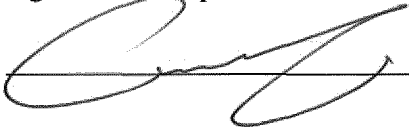
8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

 Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.

 There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]

 The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]

 The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: 7/13/2023 Signature: 

STATE OF: Georgia

COUNTY OF: Gwinnett

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this 3rd day of July, in the year 2023.

My commission expires: 

Notary Public
KIMBERLY W BANNISTER
NOTARY PUBLIC
Gwinnett County
State of Georgia
Print, Type, or Stamp of Notary Public
My Comm. Expires September 12, 2024

Personally known to me, or Produced Identification:

Type of ID

RESPONSE DOCUMENT #12: GOVERNMENT DEBARMENT & SUSPENSION

Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in

addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

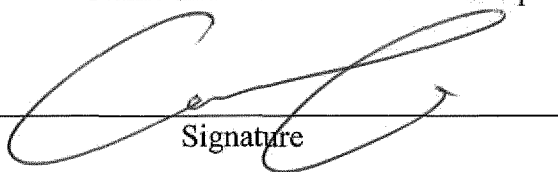
The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R.

Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING
CERTIFICATION]**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Conor Cox, President
Printed Name and Title of Authorized Representative


Signature


7/3/2023
Date

RESPONSE DOCUMENT #13: VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate Judicial Correction Services, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

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

DATE: 7/3/2023
COMPANY: Judicial Correction Services
ADDRESS: 327 South Hill Street
Building A
Buford, GA 30518
PHONE NO.: 678-218-4100

SIGNATURE: 
NAME: Connor Cox
(Typed or Printed)
TITLE: President
E-MAIL: connorcox@ppsinfo.net

RESPONSE DOCUMENT #14: GRANT FUNDED CLAUSES

This Exhibit is hereby incorporated by reference into the main *Procurement*.

FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS SOLICITATION

This *solicitation* is fully Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Proposer* shall adhere to all grant conditions as set forth in the requirements of grant. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

These cited regulations are hereby incorporated and made part of this *Solicitation* as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this *Solicitation*. If *Proposer* cannot adhere to or objects to any of the applicable federal requirements, *Proposer's* proposal may be deemed by the County as unresponsive. The provisions in this exhibit are supplemental and in addition to all other provisions within the *procurement*. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the *procurement*, the conflicting terms and conditions of this Exhibit shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this *Procurement* the conflicting terms and conditions of that document shall prevail.

Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182): Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *proposer* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Conflict of Interest (2 CFR § 200.112): Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The *proposer* must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Okaloosa County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a *proposer* is unable, or potentially unable, to render impartial assistance or advice; ii. A *proposer's* objectivity in performing the contract work is or might be otherwise impaired; or iii. The *proposer* has an unfair competitive advantage.

Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733): Applicability: All Contracts using federal grants funds, or which may use federal grant funds. Requirement: *proposer* acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the *proposer's* actions pertaining to this *solicitation*. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321): Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The *proposer* must take all

necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime *proposer* will require compliance by all sub-contractors. Prior to contract award, the *proposer* shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375): Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the *proposer* agrees as follows: (1) The *Proposer* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *Proposer* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The *Proposer* will, in all solicitations or advertisements for employees placed by or on behalf of the *Proposer*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The *Proposer* will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the *Proposer's* commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The *Proposer* will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The *Proposer* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the *Proposer's* noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Proposer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) *Proposer* will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The *Proposer* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a *Proposer* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Proposer* may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5):

Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *solicitation*, the *proposer* agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). *Proposer* are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3):

Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *Solicitation*, *proposer* shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this *solicitation*. *Proposer* are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5):

Applicability: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers. Requirement: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended):

Applicability: Contracts and subgrants of amounts in excess of \$150,000.00. Requirement: *proposer* agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689):

Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: *proposer* certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. *Proposer* now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The *proposer* agrees to accomplish this verification by: (1) Checking the System for Award Management at website: <http://www.sam.gov>; (2) Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of \$100,000. Requirement: *proposer* must file the required certification, attached to the procurement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401): Applicability: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

Procurement of Recovered Materials (2 CRF 200.323 and 40 CFR Part 247): Applicability: All contractors of Okaloosa County when federal funds may be or are being used under the Contract. Requirement: *proposer* must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Access to Records and Reports: Applicability: All Contracts that received or may receive federal grant funding. Requirement: *Proposer* will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

Record Retention (2 CFR § 200.33): Applicability: All Contracts that received or may receive Federal or State grant funding. Requirement: [*proposer/consultant/contractor*] will retain of all required records pertinent to this contract for a period of five years, after all funds have been expended or returned to the County. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Your company must agree to provide or make available such records to the County upon request, in order to conduct audits or other investigations and retain these records in compliance with the OMB guidance 2 C.F.R. §200.334.

Federal Changes: *Proposer* shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of *any awarded contract*.

Termination for Default (Breach or Cause): Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor

fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

Termination for Convenience: Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: *Any Awarded Contract* may be terminated by Okaloosa County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the *Contractor* shall be paid only for that work satisfactorily performed for which costs can be substantiated.

Safeguarding Personal Identifiable Information (2 CFR § 200.82): Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: *proposer* will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200): Applicability: All Contracts receiving or which may receive federal grant funding. Requirement: The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H)): Applicability: For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Requirement: *proposer* shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

Trafficking Victims Protection Act (2 CFR Part 175): Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: *Proposer* will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits *Proposer* from (1) engaging in severe forms of trafficking in persons during the period of time that *resulting contract* is in effect; (2) procuring a commercial sex act during the period of time that *resulting contract* is in effect; or (3) using forced labor in the performance of the contracted services under *a resulting contract*. A *resulting contract* may be unilaterally terminated immediately by County for *Proposer's* violating this provision, without penalty.

Domestic Preference For Procurements (2 CFR § 200.322): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in *a resulting contract*, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101. Executive Order 14005): Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrack and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used

under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Okaloosa County for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposer's submittal non-responsive.

Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: *Proposer* and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government FACILITY, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

Enhanced Whistleblower Protections (41 U.S.C. § 4712): Applicability: National Defense Authorization Act of 2013 extending whistleblower protections to *Proposer* employees may apply to the Federal grant award dollars involved with a *resulting contract*. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of *Proposer* and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the *Proposer* shall, upon request, provide Okaloosa County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Federal Awardee Performance and Integrity Information System (FAPIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *Proposer* shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

Never Contract With The Enemy (2 CFR Part 183): Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, Including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: *proposer* must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

Federal Agency Seals, Logos and Flags: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *proposer* shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

No Obligation by Federal Government: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from a *resulting contract*.

The President on behalf of Judicial Correction Services the *proposer* is authorized to sign below and confirm the *proposer* is fully able to comply with these requirements, federal terms and conditions and has made any inquiries and/or further examination of the law and requirements as is necessary to comply.

DATE: 7/3/23

COMPANY: JCS

ADDRESS: 327 S. Hill Street
Buford, GA 30518

E-MAIL: connorcox@ppsinfo.net

PHONE NO.: 1078-218-4100

SIGNATURE: 

NAME: Connor B. Cox

TITLE: President

RESPONSE DOCUMENT #16: LIST OF SUBCONTRACTORS

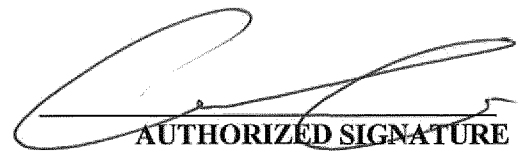
The BIDDER expressly agrees that:

1. If awarded the contract as a result of the proposal, the subcontractors used in the prosecution of the work will be those listed below.
2. The following list includes all subcontractors who will perform work on this project.
3. The subcontractors listed below are financially responsible and are qualified to do the work required.
4. Use of any of the subcontractors is subject to the approval of the County and Engineer.

CATEGORY	NAME OF SUBCONTRACTOR	ADDRESS

N
A

SCS
CONTRACTOR'S NAME


AUTHORIZED SIGNATURE

President
TITLE

CONTENTS

TAB 1	PROPOSAL TRANSMITTAL FORM
TAB 2	REQUIRED FORMS, DOCUMENTS AND CERTIFICATIONS
TAB 3	CERTIFICATES OF INSURANCE
TAB 4	LISTING OF KEY PERSONNEL
TAB 5	PROPOSER'S QUALIFICATIONS
TAB 6	PAST PERFORMANCE AND REFERENCES
TAB 7	APPROACH
TAB 8	LITIGATION HISTORY
TAB 9	PROJECT SCHEDULE
TAB 10	COST PROPOSAL



TAB 1- PROPOSAL TRANSMITTAL FORM ON THE FIRMS LETTERHEAD

All signatures must be by an individual with authority to legally bind the Proposer, witnessed, and corporate and/or notary seal (as applicable.) If the individual signing the Proposal Transmittal Form does not have apparent authority to legally bind the Proposer, attach documentation demonstrating such authority. The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Verify that all addenda and tax identification number have been provided.

JCS has submitted electronically, as required, a pdf file entitled "TAB 1 RESPONSE"



TAB 2 - REQUIRED FORMS, DOCUMENTS AND CERTIFICATIONS

1. Proof of proper State of Florida business licensure and professional certifications/registrations for providing services in Florida.

JCS's Okaloosa business licenses are submitted electronically as required in a separate PDF entitled "TAB 2.1 RESPONSE"

2. Proof of corporate registration to operate in the State of Florida as provided by the Florida Department of State, Division of Corporations. Corporation must have active status.

JCS's corporate registration with the State of Florida's Secretary of State is submitted electronically as required in a separate PDF entitled "TAB 2.2 RESPONSE"

3. Proof of any Professional License.

Not applicable.

4. The following forms must be fully filled out and signed by a person with authority to bind the Proposer:

RESPONSE DOCUMENT #1: DRUG-FREE WORKPLACE CERTIFICATION
RESPONSE DOCUMENT #2: CONFLICT OF INTEREST DISCLOSURE FORM
RESPONSE DOCUMENT #3: FEDERAL E-VERIFY COMPLIANCE CERTIFICATION
RESPONSE DOCUMENT #4: CONE OF SILENCE FORM
RESPONSE DOCUMENT #5: INDEMNIFICATION AND HOLD HARMLESS
RESPONSE DOCUMENT #6: ADDENDUM ACKNOWLEDGEMENT
RESPONSE DOCUMENT #7: COMPANY DATA
RESPONSE DOCUMENT #8: SYSTEM AWARD MANAGEMENT FORM
RESPONSE DOCUMENT #9: LIST OF REFERENCES
RESPONSE DOCUMENT #10: CERTIFICATION REGARDING LOBBYING
RESPONSE DOCUMENT #11: SWORN STATEMENT - PUBLIC ENTITY CRIMES
RESPONSE DOCUMENT #12: GOVERNMENTAL DEBARMENT & SUSPENSION
RESPONSE DOCUMENT #13: VENDORS ON SCRUTINIZED COMPANIES LIST
RESPONSE DOCUMENT #14: GRANT FUNDED CLAUSES
RESPONSE DOCUMENT #15: CERTIFICATE OF GOOD STANDING FOR THE STATE (SOS)
RESPONSE DOCUMENT #16: SUBCONTRACTORS LIST, IF ANY

JCS's has submitted electronically as required in a separate PDF entitled "TAB 2.4 RESPONSE" each of the above competed forms.



TAB 3 - CERTIFICATES OF INSURANCE

Section 8.7.1 of this RFP indicates the minimum insurance requirements each selected firm must carry. While it is not necessary to have this level of insurance in effect at the time of submission of the Proposal, certificates indicating the level of insurance currently carried by the proposer or an acknowledgement from a carrier indicating that insurance at the required levels is available will assist in the review process.

JCS's ACORD Certificates of Insurance are submitted electronically as required in a separate PDF entitled "TAB 3 RESPONSE"

TAB 4 - LISTING OF KEY PERSONNEL

1. The Proposal must include a listing of key personnel and subcontractors that will be assigned to provide the Services. Resumes for individual team members must indicate their position, number of years with the submitting firm, amount of relevant experience, education, and professional qualifications.

Corporate Management



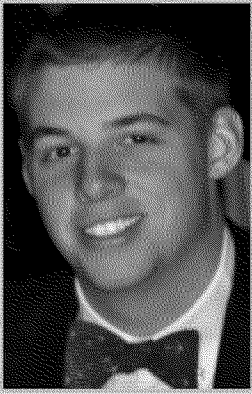
C. Keith Ward, Chairman and Chief Executive Officer

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 JCS 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 28 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, Chief Operating Officer and Corporate Counsel

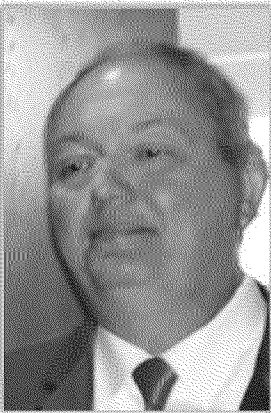
Tom obtained a B.S., in Criminology from Auburn University and his Juris Doctorate from Faulkner College of Law. He has been with JCS for 24 years working as a probation officer, office manager and has overseen field operations. Tom routinely develops and disseminates pertinent legal updates and training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



Connor Cox, President and Chief Financial Officer

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 118th Field Artillery, 48th Infantry Brigade for six years obtaining the rank of Sergeant. Mr. Cox began his work with JCS 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 and Director of Governmental Affairs. Connor is married to his wife Allison, they live

in Buford, Georgia and are expecting their first child.



Larry Shurling, Vice President of Information Technology

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 JCS 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 JCS for 23 years, and developed software for the Carters Clothing Corp prior to that. Prof. Shurling also teaches computer science for Gordon College in Barnesville, Georgia.



Donna Kennedy, Vice President Administration and Corporate Affairs

Donna brings 25+ 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 JCS since 1995.



Sonie Brown, Vice President of Compliance

Sonie first joined JCS 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.



Kellie Harrison, Director of Field Operations

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 JCS, 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.

2. Provide a list of any positions that will be filled after Contract execution with the job function, job title and required job knowledge, skills and experience that will be required for each.

As the incumbent provider, JCS has in place a staff of highly qualified probation professionals:

The JCS Okaloosa Team:

Tina Ferland

Regional Manager, JCS Okaloosa, Crestview and Panama City

Tina Ferland has served as Judicial Correction Services, Regional Manager since 2009 in Okaloosa County, 1st 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 1st Judicial Circuit, Florida, on behalf of Judicial Correction Services and JCS.

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.

**Jasmine Anderson,
Probation Officer**

Jasmine Anderson has been employed with Judicial Correction Services, Inc., as Probation Officer in the Fort Walton Beach Office since December 2022. She plans to continue her education at Arizona State University where she is working towards her Bachelor's degree in Psychology.

**Angela Gilbert,
Probation Officer, JCS Crestview**

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 86th Services Squadron as a Secretary from 2005, until she left Germany in 2012.



JCS Staffing Requirements

JCS staff are highly educated and trained relative to the demands of their position in serving the court, and our standards meet or exceed those of the ACA. 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, and the results of their background checks are kept on file and available for examination by the Court and the County.

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.

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



TAB 5 - FIRMS QUALIFICATIONS

1. Provide a detailed list and examples of relevant experience and qualifications for the requested services, as well as a description of the firm's general background and work history.

JCS is part of the Professional Probation Services, Inc. Family of Companies (PPS); an organization, not only with a nation-wide footprint, but one that is the premier provider of misdemeanor probation services throughout Florida serving **Okaloosa, Bay, Sumter, Hernando, Flagler, Volusia, Brevard, Palm Beach, Sarasota, Columbia, Gilchrist and Monroe Counties. And we were recently awarded the Marion County, Florida contract with a September 1, 2023 commencement date.** JCS was founded on a philosophy that there was a need for change in the supervision of misdemeanor probation cases. The private offender management market was saturated with large and small companies that didn't solely focus on probation as their core business. Serving state court level 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 and pre-trial needs not only a firm hand to guide the offender 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 an offender 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 an offender 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 operates 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 court's software thus saving your clerks time.

Selected Court Listing by Company and Office Location

As Professional Probation Services, Inc.:

COURT	OFFICE(s)
City of Auburn (GA)	Winder, Georgia
City of Auburn (AL)	Opelika, Alabama
City of Avondale Estates	Decatur, Georgia
City of Braselton	Winder, Georgia
City of Buford	Lawrenceville, Georgia
City of Cartersville	Cartersville, Georgia
City of Chamblee	Doraville, Georgia
City of Clarkston	Clarkston, Georgia
City of College Park	East Point, Georgia
City of Dacula	Lawrenceville, Georgia
City of Decatur	Decatur, Georgia
DeKalb County Pre-Trial	Decatur, Georgia
City of Doraville	Doraville, Georgia
City of East Point	East Point, Georgia
City of Emerson	Cartersville, Georgia
City of Euharlee	Cartersville, Georgia
City of Fairburn	Union City, Georgia
City of Fayetteville	Fayetteville, Georgia
City of Forest Park	Forest Park, Georgia
City of Gainesville	Gainesville, Georgia
City of Garden City	Garden City, Georgia
Gwinnett County Superior Court	Lawrenceville, Georgia
City of Hapeville	East Point, Georgia
City of Kennesaw	Kennesaw, Georgia
City of Lake City	Forest Park, Georgia
City of Lithonia	Decatur, Georgia
City of Norcross	Doraville, Georgia
City of Palmetto	Palmetto, Georgia
City of Peachtree City	Peachtree City, Georgia
City of Pine Lake	Decatur, Georgia
City of South Fulton	Union City, Georgia
City of Statham	Winder, Georgia
City of Stone Mountain	Decatur, Georgia
City of Stonecrest	Decatur, Georgia
City of Suwanee	Suwanee, Georgia
City of Tucker	Decatur, Georgia
City of Union City	Union City, Georgia



City of White	Cartersville, Georgia
City of Woodstock	Kennesaw, Georgia
Sardis Municipal	Oxford, Mississippi
Lafayette County Justice Court	Oxford, Mississippi
City of Tishomingo	Iuka, Mississippi
Logan Justice Court	Logan, Utah
Hyrum Justice Court	Logan, Utah
Nibley Justice Court	Logan, Utah
North Logan/Hyde Park Justice Court	Logan, Utah
Providence Justice Court	Logan, Utah
Richmond Justice Court	Logan, Utah
Smithfield Justice Court	Logan, Utah
Wellsville Justice Court	Logan, Utah
1 st District Court	Logan, Utah
Ogden Justice Court	Ogden, Utah
2 nd District Court	Ogden, Utah
Box Elder County Justice Court	Brigham City, Utah
Iron County Justice Court	Cedar City, Utah
Cedar City Justice Court	Cedar City, Utah
Parowan City Justice Court	Cedar City, Utah
Washington County Justice Court	St, George, Utah
5 th District Court	St, George, Utah
LaVerkin City Justice Court	St, George, Utah
Hurricane City Justice Court	St, George, Utah
Santa Clara City Justice Court	St, George, Utah
Palm Beach County Court	West Palm Beach, Delray Beach, Belle Glade FL
Brevard County Pre-Trial	Brevard County Jail, FL
Brevard County Court	Rockledge, FL
Hernando County Court	Brooksville, FL
Monroe County Court	Information Technology Center
Sumter County Court	Bushnell, FL
Sarasota County Court	Sarasota, FL and Venice FL

COURT	OFFICE(s)
City of Dahlonega	Dahlonega, GA
Dawson County Probate	Dawsonville, GA
Dawson County Superior	Dawsonville, GA
Lumpkin County Superior	Dahlonega, GA
White County Superior	Dahlonega, GA



As Judicial Correction Services, LLC (a subsidiary of JCS, Inc.)

COURT	OFFICE(s)
City of Atlanta	Atlanta, Georgia (Mitchell Street)
Austell Municipal	Douglasville Georgia
City of Brookhaven	Brookhaven Georgia
City of Douglasville	Douglasville Georgia
City of Chattahoochee Hills	Douglasville Georgia
Fayette County State Court	Fayetteville, Georgia
Fayette County Superior Court	Fayetteville, Georgia
Spalding County Superior Court	Fayetteville Georgia
City of West Point	LaGrange, Georgia
Troup County State	LaGrange, Georgia
Troup County Superior	LaGrange, Georgia
Powder Springs Municipal	Douglasville, Georgia
Dallas Municipal Court	Douglasville Georgia
Fulton County State Court	Atlanta (34 Peachtree), Georgia
Fulton County Superior Court	Atlanta (34 Peachtree), Georgia
Okaloosa County Court	Crestview, Ft. Walton Beach FL
Flagler County Court	Bunnell, FL
Volusia County Court	Daytona Beach, Deland, Deltona, Edgewater FL

As Georgia Probation Management, Inc. (a subsidiary of JCS, Inc.):

COURT	OFFICE
Cherokee County Magistrate Court	Canton, GA
Cherokee County Superior Court	Canton, GA
City of Canton Municipal Court	Canton, GA
Newton County State Court	Covington GA
Forsyth County State Court	Cumming, GA
Forsyth County Magistrate Court	Cumming, GA
Forsyth Superior Court	Cumming, GA
Cumming Municipal Court	Cumming, GA
Flowery Branch Municipal Court	Cumming, GA
Ellijay Municipal Court	Cumming, GA
Oakwood Municipal Court	Gainesville, GA
Gray Municipal Court	Gray, GA
Fort Valley Municipal Court	Fort Valley, GA
Peach County Probate Court	Fort Valley, GA



Cobb County Superior Court	Marietta, GA
City of Ball Ground Municipal Court	Monroe, GA
Lowndes County Superior Court	Valdosta, GA
Valdosta Municipal Court	Valdosta, GA
City of Warner Robbins Municipal Court	Warner Robbins, GA

2. Provide a description of firm's experience in dealing with circuit and local courts and judges as well as the State Attorney's office.

A History of Success

As a part of the PPS family of companies, JCS has been in operation since June of 1992. 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, Colorado, Utah 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 company that started in 1992 is not the same group 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 us 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.”

3. Provide a statement demonstrating the firm's or individual's understanding as to the County's needs relative to this RFP including a typical project approach and a statement as to the firm's commitment to use the most current tools and technology available to provide the Services.

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/GPM locations are available to Okaloosa offenders allowing folks to not only report to our location in Okaloosa County, but to more than 60 locations throughout the Southeast and beyond. JCS also offers on-line and mail reporting, as well as on-line payments.

Saturday and Evening Hours- Many 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.

PPS Advantage

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.

PPS Advantage

Smartphone App. – The TALITRIX System is new technology that requires only a smartphone. The defendant enrolls by downloading an app and taking a “selfie”. It also allows the court, law enforcement staff and even a third party (for example a crime victim) to require the defendant to check-in and reveal his/her location which is verified using facial recognition. The program monitors the smartphone’s GPS coordinates and randomly requires check in by the defendant at least five times daily and each time logs his/her GPS location and successful or unsuccessful facial recognition. JCS can set exclusionary zones, and officers can message the participant. This patented software solution for personal identity security provides biometric authentication, not just identification, in addition to location capture. *It is the only solution of its kind that can assist with offender tracking while providing victims with the ability to require immediate, real-time location*

TAB 6 - PAST PERFORMANCE AND REFERENCES

Provide a description of a minimum of four (4) projects completed within the past five (5) years of a similar nature to the work requested in this RFP, including a project description, location, name of project manager, scheduled and actual completion date, anticipated and actual cost of the project, and client reference with contact information.

Hernando County: provides misdemeanor probation and pre-trial diversion supervision, fine collection and related services to Hernando County, FL.

Start: August 16, 2005.

End: Ongoing.

Contact: The Honorable Kurt E. Hitzemann, Chief Judge. 352-754-4295. Email: khitzemann@circuit5.org

Sumter County: provides misdemeanor probation and pre-trial diversion supervision, fine collection and related services to Sumter County, FL.

Start: August 1, 2011.

End: Ongoing.

Contact: Gloria R. Hayward, Clerk of Circuit Court, Sumter County. 352-569-6600. Email: sumterclerk@sumterclerk.com

Palm Beach County: provides misdemeanor probation and pre-trial diversion supervision, fine collection and related services to Palm beach County, FL.

Start: January 6, 2012.

End: Ongoing.

Contact: Damir Kukec, Deputy Director of Palm Beach County CJCC, Research and Planning Manager. 561-355-1639. Email: dkukec@pbcgov.org

Bay County: provides misdemeanor probation and pre-trial diversion supervision, fine collection and related services to Bay County, Florida and its County Court.

Start: October 1, 2021

End: Ongoing

Contact: Judge Joe Grammer; <grammerj@jud14.flcourts.org>



TAB 7-APPROACH

A. Provide a summary of how you will comply with the items listed in the 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, JCS 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 JCS 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.

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 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.

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.

Program	Office Contacts	Collateral Contact	Field Contact
Basic Probation	Once Monthly, More Often as needed to achieve compliance	As Needed	N/A
County Ordinance Compliance Supervision	Once Monthly	As Needed	Virtually if needed
Intensive Probation	Four Monthly	Twice Monthly	Once Monthly (virtually)



Pre-Trial Diversion/Release	Once Monthly	As Needed	As Ordered (virtually)
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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. JCS 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.

PPS Advantage

On-Line Reporting Options

As of October 1, 2019, JCS also offers TRUE on-line interactive reporting with on-line payments, with court approval. When an on-line report is completed by an offender, the probationer's e-file within *ProbationTracker* is automatically updated to include filed note entries and payment information. Screen shots of our on-line reporting portal follow here:

Online Reporting For



John Alan Doe Sr.
Appt Date 6/15/2019
PO Mario Gonzales
PO EMail mgonzales@IntegritySupervision.com

Any changes to your address or phone number?
 Select Cell: 404-456-

Any new arrests or citations?
 Select

Conditions: Alive at 25
Do you have any incomplete conditions of probation?
 Select

Any other issues that you would like to report?
 Select

New Info/Additional info to Report to PO
 Type new information here

Initial
 Type Your Name

Submit Report



- Note goes into system:

2019-06-21	Type: Mail-In Report Note Entered on 2019-06-21 07:17:06 by ADMIN
ADMIN	Online Reported New Info: N/A

- Appointment is marked "Yes". Note that text went to Prob. yesterday to report:

Appointments				
Date	Time (# appts)	Shown	Activity	
<input type="text"/>	Select ▾	Select ▾	Select ▾	Add
/ 2019-06-21	0800	Y	Online Payment	X

- After they submit the report online, then they go to payment screen. Payment is then put into PT System

Previous Payments							
Pmt ID	Date	Method	Comments	Amt	Closed	EnteredBy	Rcpt
31132	2019-06-21	Credit Card	A:990090 T:4757292497	\$150.00	N	admin 2019-06-21	X

Intensive Probation Supervision

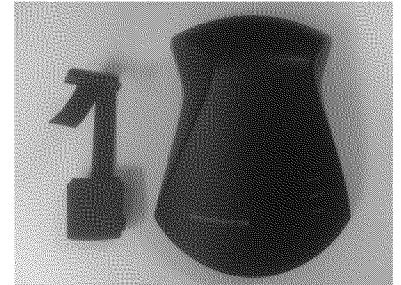
A three-phase program in which demands on the probationer decrease until the offender enters basic probation supervision, at which time the monthly supervision fee will decrease to intermediate, and ultimately to basic. Each phase requirements may be altered as the Court requires.

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.

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

Anklet Electronic Monitoring

JCS 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 JCS in the event of the defendant leaving their home. The JCS 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

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 JCS monitoring center.

Global Positioning Satellite Monitoring

JCS 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 anklet worn with our GPS unit is tamper and water proof similar to our standard RF unit. JCS 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

JCS 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 anklet worn with our GPS unit is tamper and water proof similar to our standard RF unit. JCS can even establish “exclusionary zones” and notify probationers if they approach such a zone as they are being monitored. JCS exclusively offers alcohol testing with its GPS monitor, testing for alcohol with a trans-dermal sensor located in the anklet itself.



In Home Breath Alcohol System (SCRAM)

The JCS 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 JCS 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.



TALITRIX GPS Solution

JCS, effective December 1, 2022, exclusively offers by contract the Talitrix wristband GPS monitoring solution to its contacted courts. The “**T-Band**” a water-proof, tamper-proof watch provides the next generation of monitoring. The all-new T-Band builds on Talitrix’s industry-first independent wristband tracking technology with an improved chipset and a pin-point accurate GPS tracker featuring: Real-time Tracking, GPS, LTE & Wi-Fi Monitoring, Geofencing Victim Protection, Heart rate monitoring, Photo check-in, and a 3-day battery life. AND the wearer doesn’t have to remove the T-Band to charge it. The charger remains plugged into an outlet until needed and charges the unit by snapping on to the top of the watch portion of T-Band, eliminating the need to ever remove the monitor from the offender’s wrist.



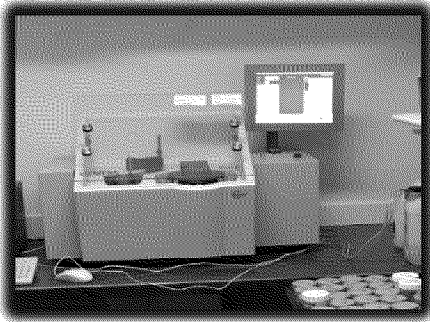
d. Urinalysis Testing – The proposer will be required to provide urinalysis testing for probationers. Information should be provided on the type of testing used, chain of custody and cost to the probationers.

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

In many of our locations, JCS/JCS now features an **on-site urinalysis lab** for drug and alcohol screenings utilizing the ADVIA drug screening system by Siemens. This system allows JCS 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.



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



Above: Drug Lab (table-top version)

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 Florida and Georgia. 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 our 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 (\$150.00)

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 (No Cost)

Based on the information maintained by the State of Florida's Fish and Wildlife Commission (myfwc.com), JCS/PPS 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.

JCS 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.

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 as ordered. JCS/PPS locations will be open during normal business hours to service defendants. JCS/PPS 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 JCS 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.



BACK ON TRACK PROGRAM REFERRAL
CRIMINAL DIVISION

STATE OF FLORIDA
v.
IN THE COUNTY COURT OF
MONROE COUNTY, FLORIDA

Last First Middle Case No. _____
DL# _____
DATE: _____ TELEPHONE: _____
CHARGE: _____ DATE OF BIRTH: _____
JUDGE: _____ ADDRESS: _____

In the Defendant: You have been referred to the Back on Track Program. By entering into this program you are waiving your right to a speedy trial. If you are accepted, comply with and successfully complete all conditions of the Back on Track Program, you will then be able to enter a plea and receive a withhold of adjudication on the reduced charge of reckless driving.

The length of participation is nine (9) months for a DUI-TIER I and twelve (12) months for a DUI-TIER II. The supervision cost of the Program is a non-refundable \$500.00 for Tier I and \$650.00 for Tier II.

In order to enroll in the Program:
YOU MUST REPORT IMMEDIATELY TO: PROFESSIONAL PROBATION SERVICES, INC.

Plantation Key 89240 Overseas Hwy, #5 Plantation Kiv, FL 33076 Phone: _____	Manatee Key 2945 Overseas Hwy Manatee, FL 33050 Phone: _____	Key West 1111 12 th Street, #410 Key West, FL 33040 Phone: _____
--	---	--

Defendant Signature: _____ Date: _____

For the Assistant State Attorney:
ASA Name: _____ Bar #: _____
Blood Alcohol Level: _____ Refusal: Y or N
 Tier 1
 Tier 2
 Additional Special Conditions: _____

White Copy - Clerk's Office Yellow Copy - PPS Pink Copy - Defendant

If a person is referred to 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

The conditions associated with each Tier are as follows:

Tier 1

- 6 – 9 months in the program
- 10 day vehicle impound
- DUI School and Substance Abuse Evaluation
- Treatment if required after substance abuse evaluation
- Cost of Prosecution
- Cost of Supervision
- Cost of Recovery to Law Enforcement (varies depending on agency)
- Community Service (40 hours)
- Victim Impact Class – 2 hours

Tier 2

- 12 months in the program
- 6 month vehicle ignition interlock



- Monetary donation
- DUI School and Substance Abuse Evaluation
- Treatment if required after substance abuse evaluation (\$300-\$500)
- Cost of Prosecution
- Cost of Supervision
- Cost of Recovery to Law Enforcement (varies depending on agency)
- Community Service (60 hours)
- Victim Impact Class – 2 hours

6. Service Locations – The Respondent will be required to provide supervision services in the north and south end of the County. Describe the delivery of services at both locations.

A jurisdiction such as Okaloosa County probates a large number of individuals that live elsewhere. With that in mind, each PPS/JCS location is networked to our computerized Offender Tracking System, allowing JCS probationers to report to any of our locations nationwide. Additionally, ***Okaloosa County probationers may, at their election, and as approved by the Court, report to any of our locations including the following within the State of Florida:***

PPS Crestview
1455 S. Ferdon Blvd.
Crestview, FL 32536
P: 850-398-4600

PPS Ft. Walton Beach
10 Industrial St.
Ft. Walton Beach, FL 32548
P: 850-398-4600

PPS-Brevard
571 Haverty Court
Suite J
Rockledge, FL 32955
P: 321-252-4774

PPS Daytona Beach
665 Beville Rd. Suite F
South Daytona, FL 32119
P: 386-323-0677

PPS Deland
328 A East New York Ave.
Deland, FL 32724
P: 386-736-7566

PPS Edgewater
501 N. Ridgewood Ave. Suite C
Edgewater, FL 32132
P: 386-426-1724

PPS Flagler
2729 E. Moody Blvd. Suite 708
Bunnell, FL 32110
P: 386-261-1052

PPS-Belle Glade
1540 NW Ave. L, Suite 106
Belle Glade, FL 33430
P: 561-992-7695

PPS-Sumter
112 Jumper Drive N.
Bushnell, FL 33513
P: 352-793-0255

PPS-Sarasota
2074 Ringling Blvd., Suite 300
Sarasota, FL 34237
P: 941-894-1232



PPS-Delray Beach
4731 West Atlantic Ave.
Suite B-1
Delray Beach, FL 33445
P: 561-381-9072

PPS-Hernando County
328 W. Jefferson Street
Brooksville, FL 34601
P: 352-796-8181

PPS-Venice
1680 S. Tamiami Trail, Suite D
Venice, FL 34293.
P: 941-894-1232

PPS-West Palm Beach
1280 North Congress Ave., Suite 210
West Palm Beach, FL 33409
P: 561-800-1719

PPS Panama City
201 East 6th Street
Panama City, FL 32401
P: 850-740-3405

PPS Lake City
260 S. Marion Avenue B-115
Lake City, FL 32055
P. 386-755-9419

PPS Ocala (opening September 1, 2023)

Ocala, Florida 34471

7. Staffing Levels – Current County Staff shall be given first consideration for employment and, if selected, shall become an employee of the selected proposer. 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:

JCS is committed to offering employment to any court-approved current members of the County's in-house probation department. 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.

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. 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 Manager of Okaloosa Operations/Probation Officer**
- ONE Probation Officers**
- ONE Pre-Trial Officer**
- ONE 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	225
County Ordinance Compliance Supervision	200
Intensive Probation	50
Pre-Trial Diversion	225

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.

<i>Position</i>	<i>Education Requirement</i>	<i>Experience Requirement</i>	<i>Training</i>
Office Manager	B.S. Related Field	Five Years Minimum	40 Hrs
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 may 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). JCS has created its Department of Standards and Training where certified instructors conduct all in-house training courses with 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 JCS 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).

JCS family of companies employees enjoy, just 30 days after their hire date, our full benefits package: 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 \$31,200.00-\$34,000.00 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 remarkably 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.

JCS has no employee bonus plan.

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. JCS has a proven web-based tracking product that has been in use since 2001, *Probation Tracker™*. JCS 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 JCS 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.



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"/>	
End Date	<input type="text" value="8/28/2013"/>	
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	900.00	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
Totals:		2,511.00	325.00	808.00	4,700.00	298.00	3,242.00	0.00	0.00	623.00

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
TOTALS		250.00		75.00	325.00



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

TT	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	2303.4	Remaining Payment Months	239
End Bal	0.00	279	0.00	0	0.00	0.00	0	-420.2	Monthly Fee	40.00
									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
Payment		

Date	Fee Type	Amt Recv	Recv By	Note	Payment Method	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 *
 VC/SO/JASH/OAWS WK: 1
 JDG: GREEN, SHIRLEY A 0001000.00
 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 *
 VC/SO/JASH/OAWS WK: 2
 JDG: MARSHALL, PETER 0002500.00
 F/VOP ASSAULT/BATT OFFIC (MARSHALL)


This is a sample email sent to the probation office.

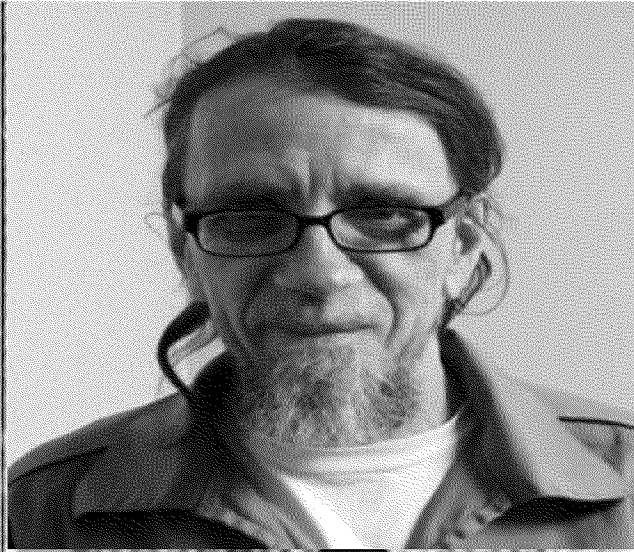
Using information in Probation Tracker we can cross check jail inmate records

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		
	Select	Select		
Sentence Date	Intake			
6/8/2009	Court			
Probation Date	Months	Days	Probation Expires	
6/8/2009	24		6/8/2011	
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 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	Sample case note	Add
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	O/P- DEFENDANT REPORTED FROM COURT, VERIFIED NEW ADDRESS AND UPDATED IN OUR SYSTEM. DEFENDANTS HAS COMPLETED 4 HOURS OF COMMUNITY SERVICES AND IS A WARE 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.	
11/21/2011	Receipt - KLOYD	
11/21/2011	O/P BREVARD DEF JEANNE WHITE CAME IN THIS DATE FOR A UA. PER NJONES,	

TT

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.

11/23/2011 DM00N 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.

11/21/2011 Receipt - KILLOYD O.P. BREVARD DEF JEANNE WHITE CAME IN THIS DATE FOR A U.A. PER NIONES, 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	Select	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
Am't Paid	500	1223	0	0	0	0	0	2303.4
End Bal	0.00	279	0.00	0	0.00	0.00	0	420.2

Payment Plan:

Program	Due Date	Complete Date	Verification Dec Recr	Testing Status
Random Drug Screening	12/22/2028			0 completed

Community Service Ordered/Paid

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	8,580		
		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: 12/23/2011

https://www.judicialser...

Collaborate Sign Find

To Do List

Date	Notes
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 - KLLOYD
11/21/2011	O/P BREVARD DEF JEANNE WHITE CAME IN TH...
11/18/2011	Receipt - RRDRIGUEZ
11/18/2011	***BREVARD DEF BENJAMIN HOWARD 515 DT...

Notes Only

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 - KLLOYD

11/21/2011 O/P BREVARD DEF JEANNE WHITE CAME IN TH...

11/18/2011 Receipt - RRDRIGUEZ

11/18/2011 ***BREVARD DEF BENJAMIN HOWARD 515 DT...

Refer 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.

1/1/2030 1100 Select Add

First Appointment Questions

Update

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

JUDICIAL CORRECTION SERVICES, INC.
 130 N. Duane Ave
 Kissimmee, FL 34741
 Phone: 407-742-4700
 Probation Officer: Dawn Moon
 Office Manager: Karen Lloyd

RECEIPT
 DRUG SCREENS

Probation Start Date: 12/23/2010, Probation End Date: 12/23/2010

Osceola County Florida Court
 RECORD OF COURT ASSESSMENTS AND PAYMENTS

Assessment	Date	Amount	Class	Warrant	Other	Total	PAID
Assessment	12/23/10	1,200.00	0.00	0.00	0.00	1,200.00	5,524.00
Assessment Fee	12/23/10	275.00	0.00	0.00	0.00	275.00	499.00

PAYMENT DETAILS

Date	Category	Amount Received	Received By Name
12/21/2011	Case Fee	15.00	Karen Lloyd

Your next appointment is on Tuesday, Jan 1 2010 at 11:00AM.

Pay all amt including Probation Fee: \$499.00
 Monthly Probation Fee: \$40

2010 SCREENING # 217862, Case Number:
 The assessments on this receipt are based on your court order at the time and date shown below, when this receipt was issued. The court reserves the right to change these assessments at any time.
 PRINT DATE & TIME: Nov 23 2011 8:51AM

Unknown Zone | Protected Mode: On



Instant Text Messaging with Offenders:

Date	Note	
	Type: Select Show Admin \$\$ Send Pmt Link \$\$	Add
Nov-23 2020	Type: Text Msg Sent Note Entered on 2020-11-23 08:44 by SPELTS Yes report tomorrow and bring Community Service hours and pay \$125 and will send you the pay link	x
Nov-23 2020	Type: Text Msg Received Note Entered on 2020-11-23 08:43 by ADMIN Sorry can I report tomorrow?	x
Nov-23 2020	Type: Text Msg Sent Note Entered on 2020-11-23 08:44 by SPELTS You missed you appointment yesterday when do you want to reschedule	x
Nov-11 2020	Type: Employment Assistance Note Entered on 2020-11-11 10:43 by SPELTS Offered Employment Assistance	x
Nov-11 2020	Type: Offer Visit Note Entered on 2020-11-11 10:43 by SPELTS	x

Dialogue between PO and Probationer via Text Message

SEARCH PAGES REPORTS FORMS ARCHIVES UTILITIES ADMIN HELP LOGON/OFF

Court: Test Court Drug Screen!! Early Term Next Appt: Sentence: 2020-09-15 Expire: 2021-09-14 PO:PO Test

Prob ID: 3 Doe, Rachel Status: Active 2016-12-01 Type: Adult Fee/Month: 55.00 Days Remaining: 295 One or more fines may have been converted to CS for this case

Offense: 3 COP Cnt: 6 CS: 50/50 Offenses: Public Drunk, Public Indecency, Possession of Marijuana TR0682654, TE00100-3, 20MM1234-2 DOB: 2/2/1999 Total Due: \$1,174.00 mthly: \$223++

Case Information

LName	FName	MName	Suffix	Office	Office Satellite	Rpt Type	CLP ProbID	Fee/Mth	Entered By	Enter Date					
Doe	Rachel			Test Office	Select	Office		55.00	ADMIN	2016-12-14 14:59:35					
Primary	Early Term	1st Off	Cond Dis	Drug Crt	DUI Crt	Care Crt	Vet Crt	Hold Clear	PIA	SPOS	Min Mth Pmt	Pay By Date	Drug Test	Interval	DS Text
No	Yes	Select	Select	Select	No	Select	Select	Select	No	Select	88	2021-07-15	Yes	Random	No
Sentence Date	Fee Start Date	Trm Mths	Prob Expires	Court	Type	Judge	PO	Prob Update							
2020-09-15	2020-09-15	12	2021-09-14	Test Court	Adult	Unknown	Test, PO	Yes							

BOT 1 50 hours of Community Service and Risk Reduction BOT 1 50 hours of Community Service and Risk

test

Browse... No file selected.

Update Probationer Info

Duplicate Probationer Info

\$\$ Send Pmt Link \$\$

Upload Picture

Send Update Link

Comment: mugshot

Probationer Information

Sex	Hair	Eyes	Height	Weight	DOB (21)	Race	SSN	DL State
Female	Blonde	Green	5 5	130	1999-02-02	White	222-26-5944	FL

Residence Verification: Select

Physical Street	Physical Street 2	City	State	Zip
Homeless				
Mailing Street	Mailing Street 2	City	State	Zip
123 Main Street		Kennesaw	GA	30444

Computerized Check-in System

404-456-7167 Yes 678-555-1234 nobody@gmail.com

Personal Information

Marital Status	Children	# Children	Children Live With	Income	Education Level	Language	# Prev Arrests	Sex Reg	CHRI
Single	Yes	2	2	\$20,000 to \$29,000	College Graduate	English	3	Select	Select

At JCS, 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.

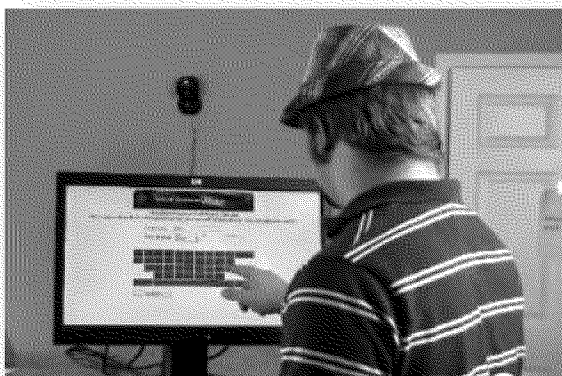
“Our computer check-in system....has resulted in an average wait time for any probationer to be less than ten (10) minutes.”

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.

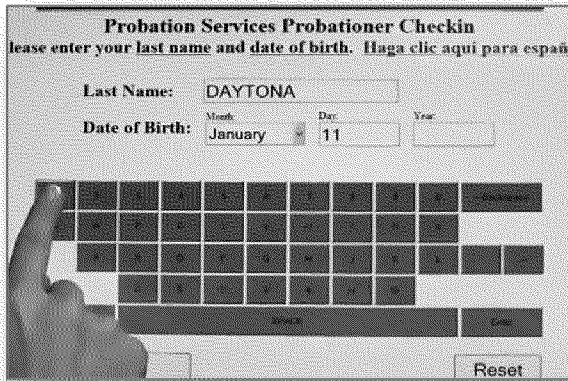
Probationer Sign-In Process

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

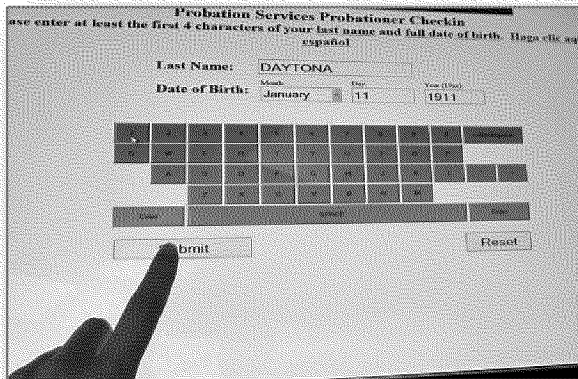
1. Touch the computer screen to activate.



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



3. Touch the “submit” button.



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. JCS 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:

JCS 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 credit cards, money orders or certified funds 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 JCSI 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 JCS 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 JCS 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. JCS 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 may 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 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).

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

The Respondent 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.

Essentially, this is what we do. JCS officers will review each condition of probation with every probationer at each contact, documenting specific progress on each condition. JCS also engages in collateral contacts with relevant parties (counselors, family members, etc.) when appropriate to ensure compliance. JCS 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.



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.
1730 INDIAN TRAIL ROAD, SUITE 300
MORCROSS, GA 30091
Phone (678)219-4199 - Fax (678)219-4194

Date: 12/20/12

1270

PAY TO THE ORDER OF MICHELLE HEROUX \$ 75.00

SEVENTY-FIVE AND 00/100

DECLARED

1270# 0121000248# 4122115118#

PROFESSIONAL PROBATION SERVICES, INC.
1730 INDIAN TRAIL ROAD - SUITE 300
MORCROSS, GA 30091
Phone (678)219-4199 - Fax (678)219-4194

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): 2011MM010829AXX
Court: Palm Beach County

PROFESSIONAL PROBATION SERVICES, INC.

1270

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

Additional Comments:

MICHELLE HEROUX
800 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. 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.

18. 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 the process to determine fee increases and the role of the court in the process.

JCS proposes the following costs. Services are only delivered, and fees charged to the participant upon a service being ordered by the Court. JCS shall not implement any fee increases unless first approved by the Court and the contract amended by the County to reflect such an increase.

Description	Unit	Offender Paid
Probation Supervision	Month	\$55.00
Substance Abuse Detection Screens (6 Panel)	Each	\$15.00
Alcohol Test- Breathalyzer	Each	\$10.00
ETG tests/Drug Confirmation Test	Each	\$45.00
House Arrest RF Monitoring	Day	\$10.00
GPS Tracking	Day	\$8.50
GPS Tracking with Transdermal Alcohol Monitoring	Day	\$10.00



Talitrix GPS	Day	\$4.50 (\$85.00 Enroll)
Remote Alcohol Testing (SCRAM)	Day	\$10.00
Pre-Sentence Investigation	Each	\$50.00
Community Service Work Coordination	Each	\$0.00
One-Time Hook-Up Fee for all EM Programs	Each	\$25.00 (non-Talitrix)
Synthetic Marijuana Test	Each	\$25.00
Anger Management (non- Domestic Violence)	Session	\$22.00 + \$25.00 for Materials
Standard Cognitive Program “Now What” (First Offender Workshop)	Session	\$22.00 + \$25.00 for Materials
Under the Influence (Adults)	Program	\$75.00
Alcohol-Wise (Under the Influence for Juveniles)	Program	\$75.00 (parents at no charge)
Marijuana 101 (Designed for first-time offenders)	Program	\$75.00
STOP-lifting (Shoplifting Workshop)	Program	\$75.00
Bringing Peace to Relationships	Session	\$25.00

19. Reporting and Communication with the Court

JCS understands that to achieve offender success, all members of the courtroom workgroup must communicate and work as a team. JCS staff shall be at the disposal of the judges, court staff, and the solicitor’s office. Your independent local probation staff will be provided to the court and to the county on a 24-hour basis. Many of our courts require after hour activity (late-night hearings, weekend jail hearings, etc.) and JCS has responded by providing the means to contacting the probation officers at any time. Further, each office location has an “Officer of the Day” designated who is on 24 hour call 7 days per week and available to the court after normal business hours for any reason. An officer of the day schedule is provided to the court with contact information. The court can also contact the Officer of the Day by simply leaving message at the local probation office after hours, and our communications system will immediately page the Officer of the Day. The entire JCS service portfolio is the result of our ever evolving communication with our contracted courts. From our software capabilities, to our training curriculums and levels/standards of supervision, our services are constantly improved by seeking input from our judges and their staff on how we can do better. Our local management team will meet the judges and clerks on a regular basis, but at least monthly- in person and at the court’s convenience. We will also ask from all court staff- participation in our annual performance survey- which helps in our overall quest for excellence.

Reporting results to the Court is a JCS priority. JCS is able to provide the Court with various activity reports detailing each of the above required probationer activity/data sets. The data will be formatted as required by the Chief Judge and Court Clerk, including all of the above-required fields as well as: Name, Case #, Docket #, Offense, Sentence Date,



Expiration Date, SSN, Ordered Amount of Fine, Restitution, Surcharges, Probation Fees, Payments – and receipt numbers, Balances, Community Service Hours Ordered and Completed, Drug Screen Results, Warrant Status and the court can even view and print field notes. Simply put, JCS can customize reports to contain as much or as little information as required, and submit said reports at whatever frequency is required. Some sample reports follow:

Professional Probation Services



- Sarasota County Annual Report
- October 1, 2016 – September 30, 2017

Summary Page



- Professional Probation Services began operations in Sarasota County October 1, 2016.
- Professional Probation Services operates two locations in Sarasota County. One in Venice and one in Sarasota.
- Professional Probation Services employs 6 full time probation officers and 1 clerical staff member.

Summary



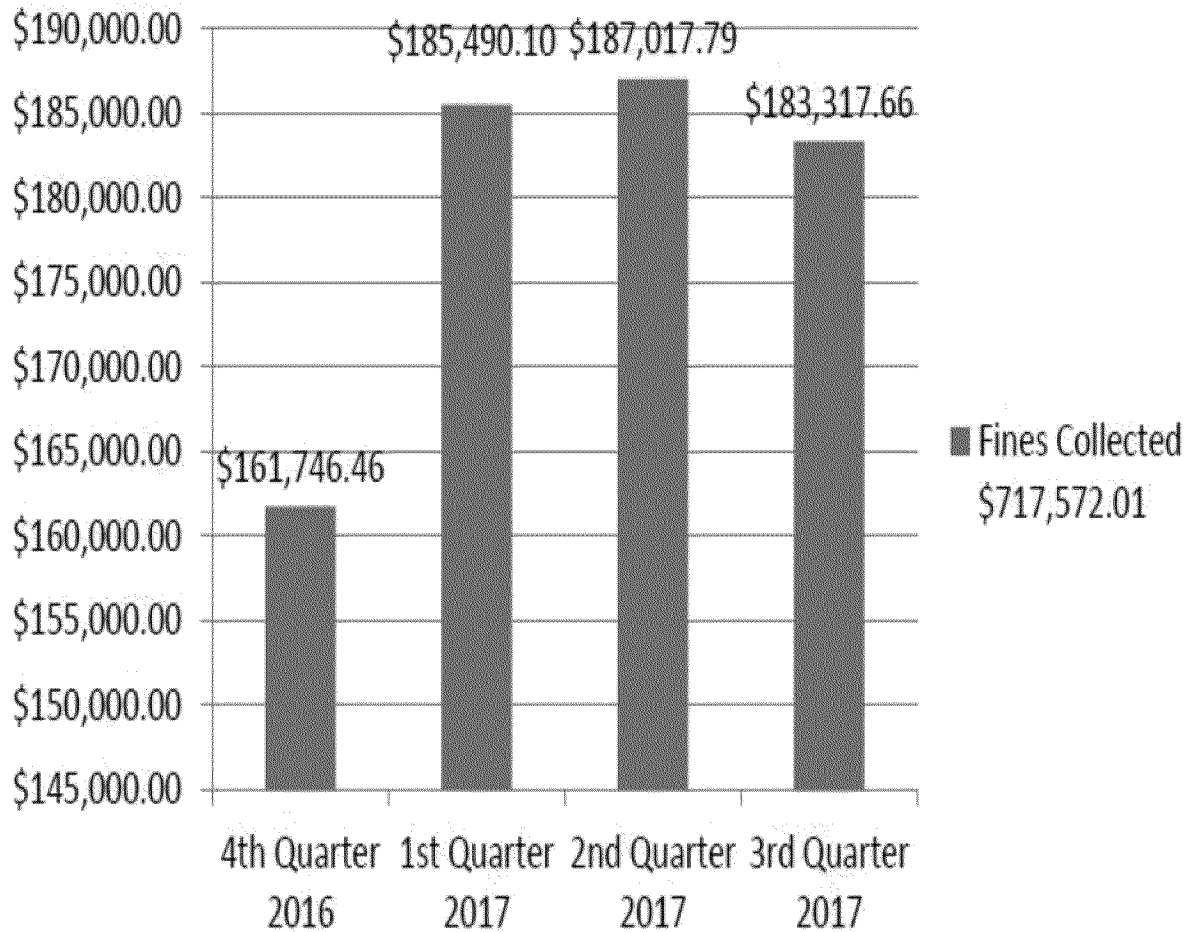
Annual Activity Report for Sarasota County

For Period 10/01/2016 to 09/30/2017

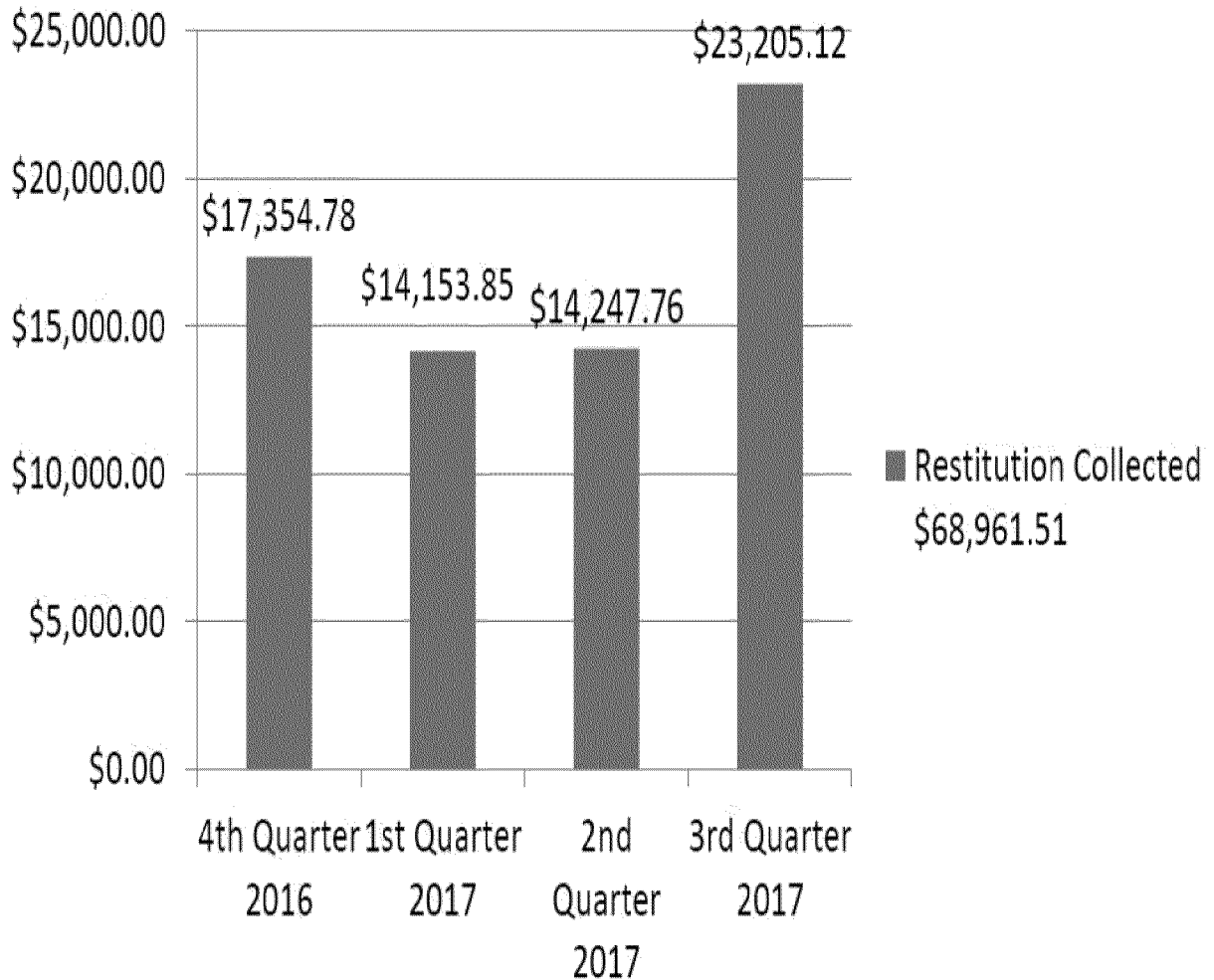
Name & Type of Court: Sarasota County	
A. Financial Collections for the Quarter:	
1. Restitution & Donation	\$68,961.51
2. Fines	\$717,572.01
3. CS Buy	\$59,280.35
4. Fine Surcharges	\$0.00
5. Total (Add 1-4)	\$845,813.37
B. Case management for the reporting period	
1. Beginning Number of Cases	1861
2. New Cases Added	1710
3(a). Cases Successfully Closed	1523
3(b). Cases Unsuccessfully Closed(Includes Revoked cases)	172
3(c). Cases Term Modified	314
4. Total Cases Closed (Add 3a+3b+3c)	2009
5. Number of Cases (Add 1+2, minus 4)(Includes Warrants)	1562
6. Number of Active Warrants	803
7. Number of Pending Closure	0
C. Community Service for the reporting period:	
1. Hours Verified for the period	51,416
2. Hours completed CS Buy	5,927.5
3. Total Hours Completed (Add 1+2)	57,343.5
D. Total Victims Crime Fund Payments	0



Fines Collected 10/1/2016-09/30/2017

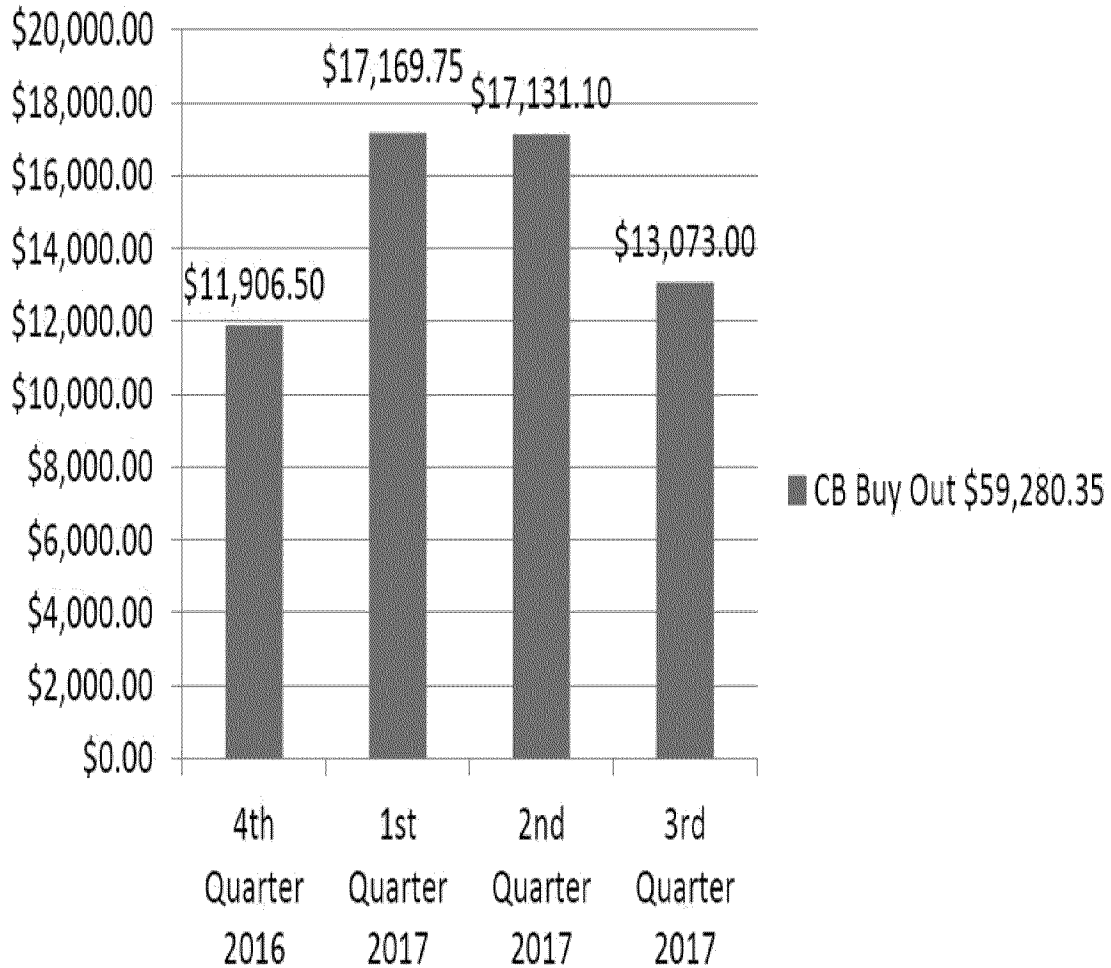


Restitution Collected 10/1/2016-09/30/2017

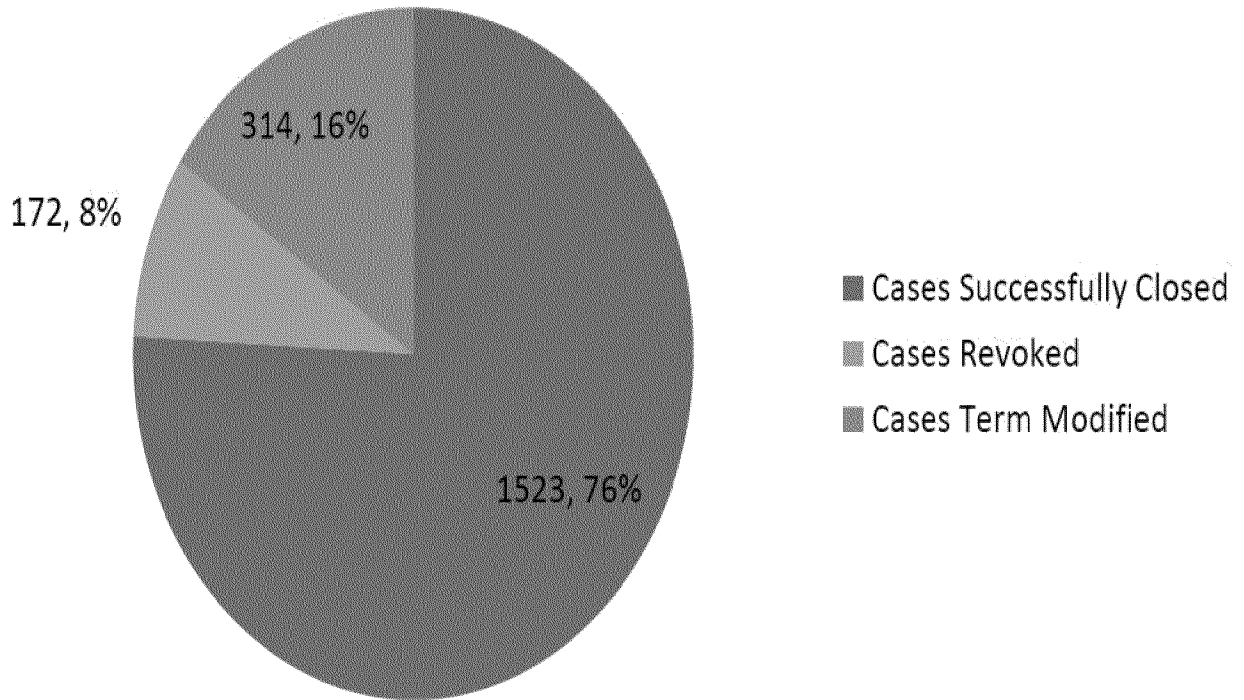


Community Service Buy Out

10/01/2016 – 09/30/2017



Cases Closed 10/01/2016-09/30/2017



Current Cases By Judge



Judge	Active	Successful Termination	VOP	Warrant	Term Unsuccessful	Jail	Jail Hold	Revoked	Non Probation	Hold	Terminated Modified	Waived
David Denkin	199	67	148	0	1	1	0	17	7	0	13	2
Erika Quartermaine	145	46	131	0	0	4	0	10	13	2	10	2
Judy Goldman	168	59	168	0	0	2	0	4	15	5	5	4
Maryann Boehm	122	47	145	0	0	8	0	5	3	2	4	5
Phyllis Galen	270	64	160	0	1	1	0	7	12	5	19	3
PreTrial Intervention	111	1	0	0	0	0	0	0	0	0	3	0

Active= Active reporting probation cases.

Successful Termination= All conditions of probation were completed during probation term, without incident.

VOP= Currently in violation pending court proceedings.

Warrant= Active Warrant. (Category now classified under VOP)

Term Unsuccessful= Cases where jurisdiction for case has been lost or terminated unsuccessful by court.

Jail= Currently in Jail while on probation.

Jail Hold= Probation will begin upon release from jail.

Revoked= Revoked by the court.

Non Probation= Administrative Probation, collection court payments, or City PTI cases.

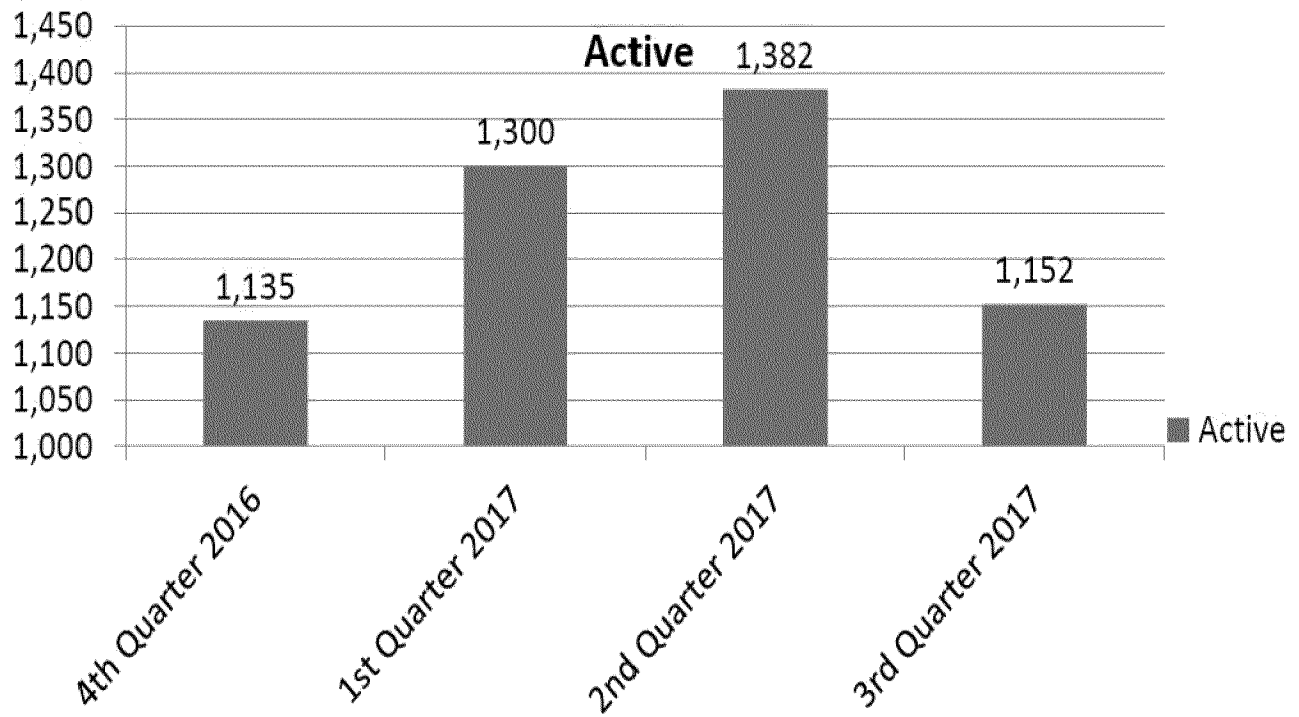
Hold= Consecutive case to start after current probation.

Termination Modified= Case terminated through court process with modification, either VOP was issued or termination was requested.

Waived- All cost of supervision has been waived.



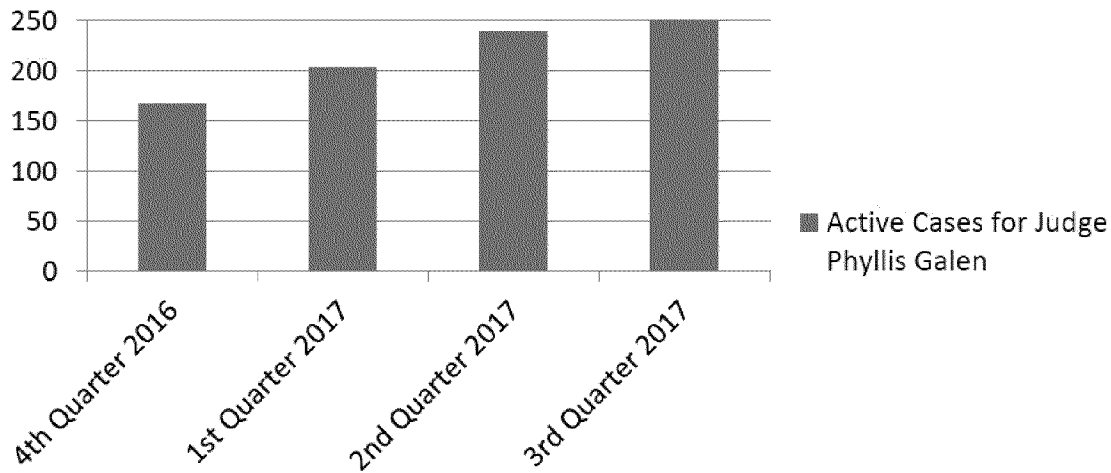
Cases Trends



Case Trend by Judge



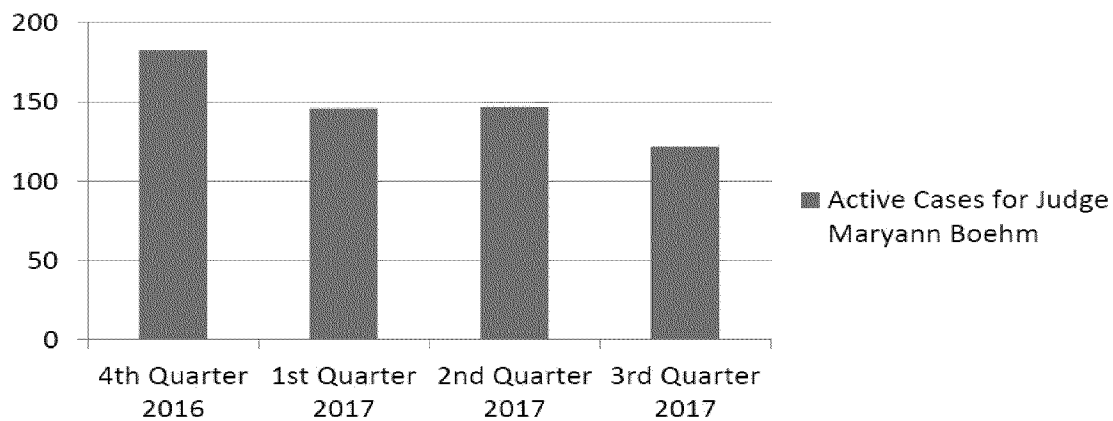
Active Cases for Judge Phyllis Galen



Case Trend by Judge



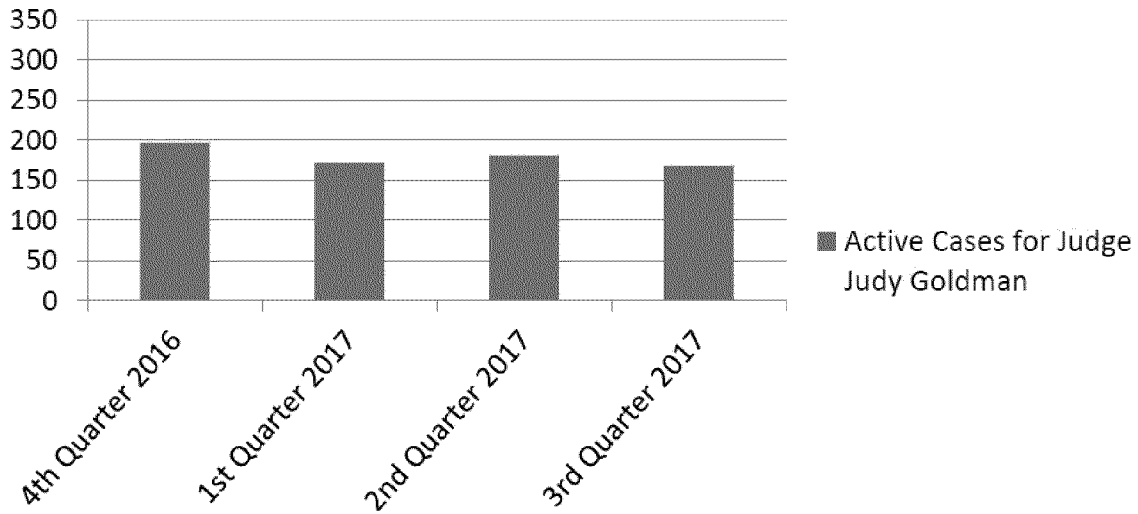
Active Cases for Judge Maryann Boehm



Case Trend By Judge



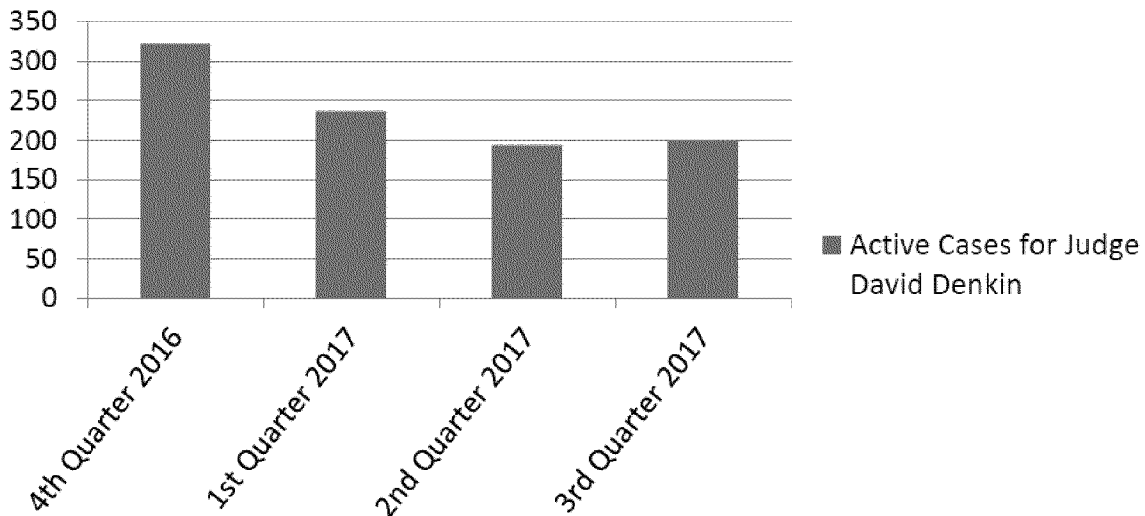
Active Cases for Judge Judy Goldman



Case Trend By Judge



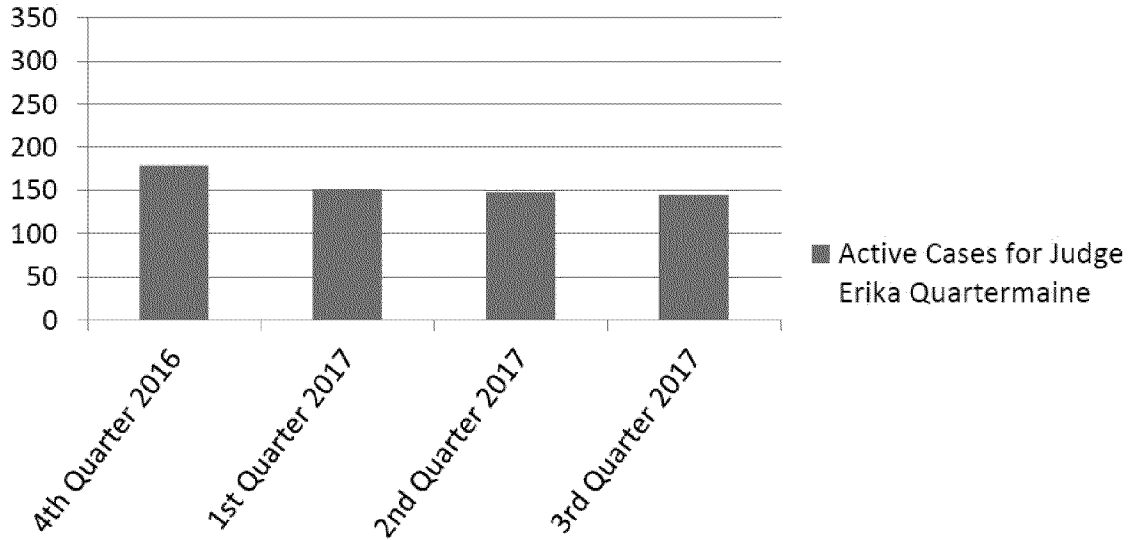
Active Cases for Judge David Denkin



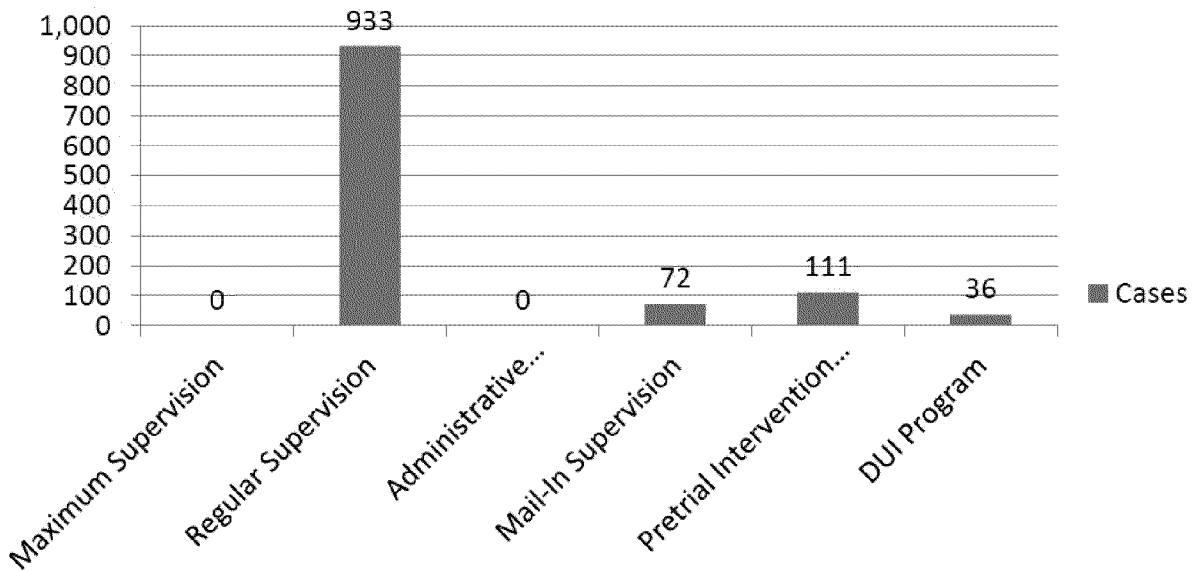
Case Trend By Judge



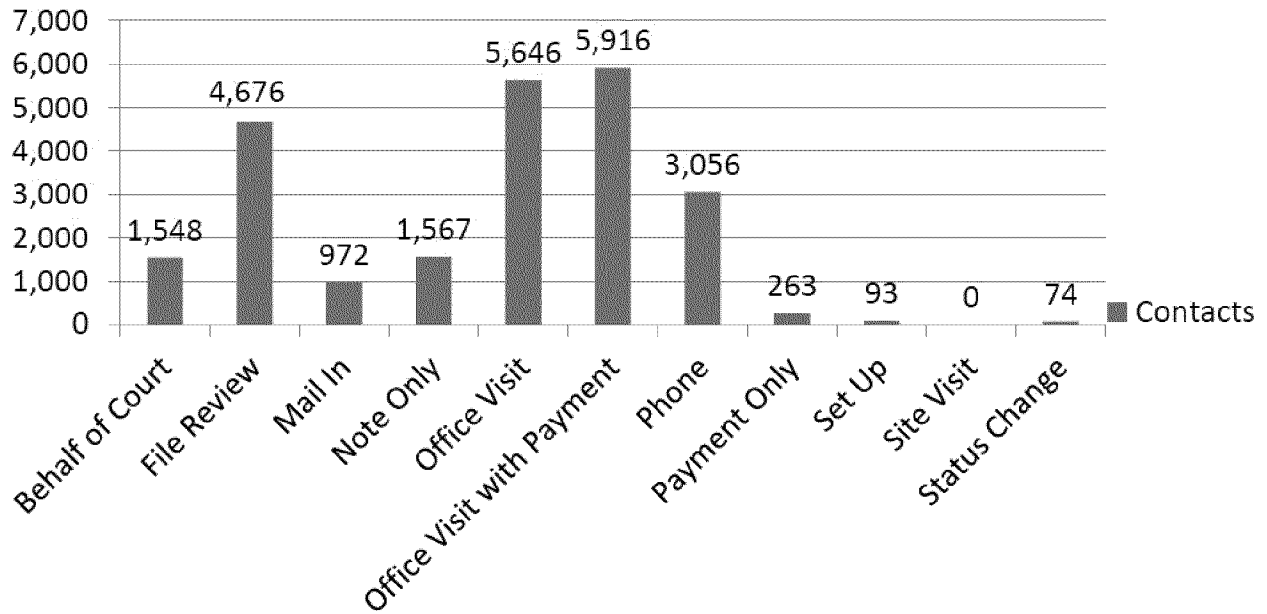
Active Cases for Judge Erika Quartermaine



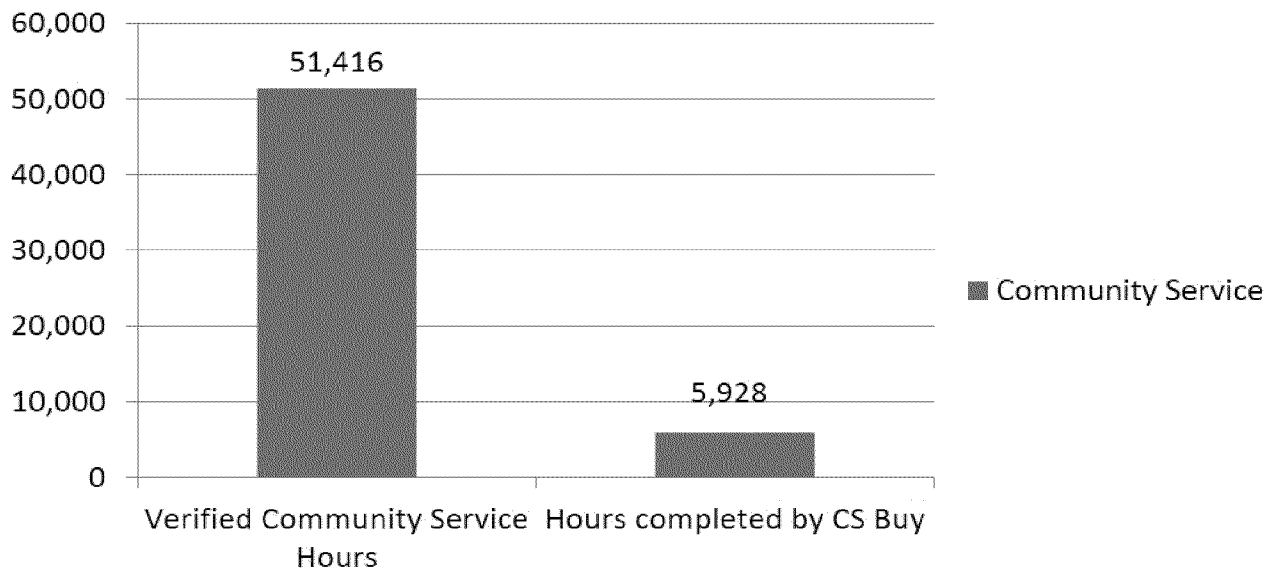
Current Cases by Supervision Levels



Types of Contacts



Community Service 10/01/2016-09/30/2017



20. Financial Status

JCS is part of the PPS Family of Companies and approaching our 31st year in existence. Perhaps our most important strength is financial. The PPS Family of Companies brings a financial capability to our probation model that is unmatched in the industry. Put simply, compassion and public safety each have a price, and PPS, with annual revenues of more than \$16,000,000.00, can meet the challenge.

2. Assume and implement the current caseload and provision of Services.

JCS will honor and enforce the conditions of probation, including fees, as originally ordered by the Court for all assumed cases making up the existing caseload.

3. Manage the Caseload on an on-going basis.

JCS shall comply with this requirement in a professional and ethical manner.

4. Return the caseload to the County in the event of contract expiration or termination.

JCS shall comply with this requirement in a professional and ethical manner.



TAB 8 - LITIGATION HISTORY

Provide a statement of litigation that the firm or its principal officers or owners are currently or have been involved in as a plaintiff or defendant in the past five (5) years.

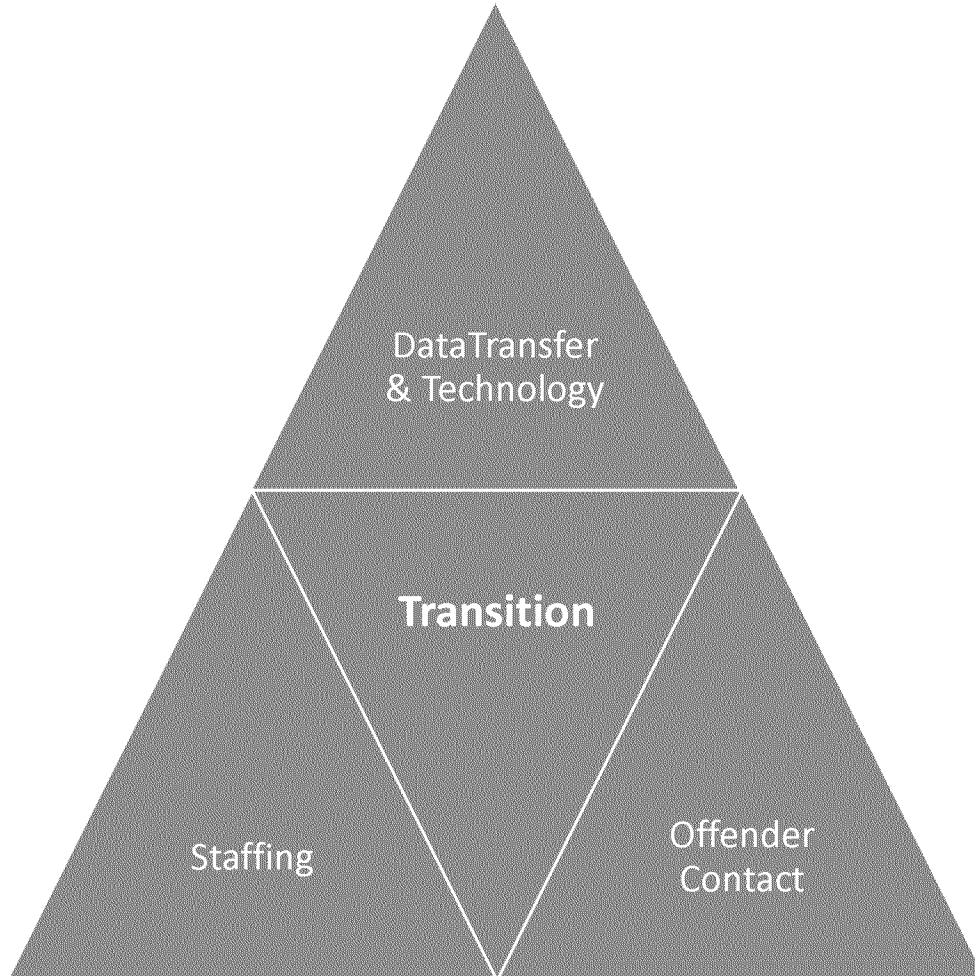
None.



TAB 9 - PROJECT SCHEDULE

Please provide a preliminary project listing major tasks and proposed timeline to fully implement the Services within thirty (30) days of Contract execution.

JCS is the current provider, but we have included our commonly implemented transition plan. We have provided seamless caseload transitions since 1992 for hundreds of courts.



Transition Projects

Item	Category	Task	JCS Staff Assigned	Time Frame

1.	Facility and Property	Locate Office Space.	Thomas York	Pre-award
2.	Facility and Property	Layout of offices office. Meeting, supply, break rooms and reception areas.	Compliance	Pre-award
3.	Facility and Property	Determine need for physical build out such as counter and walls, for office.	Compliance	Pre-award
4.	Facility and Property	Zoning restrictions for a correctional service type of business for office.	Thomas York	Pre-award
5.	Facility and Property	Proximity to public transportation and parking for clients for office.	Thomas York	Pre-award
6.	Facility and Property	Safe and ample parking for staff for office.	Compliance	Pre-award
7.	Business	Prepare financial budget.	Thomas York	Pre-award
8.	Business Management	Develop listing of community service agencies and contract information.	Thomas York	1-5 Days
9.	County	Contract Award.	Connor Cox	1 Day
10.	County	Agreement Execution.	Connor Cox	1 Day
11.	Facility and Property	Lease negotiation for office.	Keith Ward	Pre-award
12.	Facility and Property	Fire alarm system. Activate security system for office.	Connor Cox	1 Day
13.	Facility and Property	Secure and provide keys to staff and landlord.	Thomas York	1 Day
14.	Facility and Property	Establish utility accounts for electrical, gas, water, and sanitation for possible 3 rd location.	Donna Kennedy	7-10 Days
15.	Facility and Property	Coordinate build out of office facility, if required.	Compliance	7-21 Days
16.	Facility and property	Procure initial furniture and supply orders. Purchase locally.	Compliance	2 Days
17.	Facility and Property	Contract building services for office location; Maintenance of mechanical systems, electrical systems, and plumbing systems and other services for refuse collection, landscaping and cleaning.	Keith Ward	3-5 Days



18.	Facility and Property	Exterior office signage	Compliance	5-10 Days
19.	Facility and Property	Telecommunications including long distance service for office	Larry Shurling	14-21 Days
20.	Facility and Property	Facsimile/Copier	Larry Shurling	2-10 Days
21.	Facility and Property	Certificate of occupancy location	Thomas York	14-21 Days
22.	Facility and Property	Phone system at office location, if necessary	Larry Shurling	3-5 Days
23.	Information systems and technology	Wiring for computers and telephones	Larry Shurling	3-7 Days
24.	Information systems and technology	Configure and install firewall, server and work stations	Larry Shurling	14-21 Days
25.	Information systems and Technology	Date and entry of existing cases	Larry Shurling	10-30 Days
26.	Court Administration	Preparations of program publications and materials/community introductions	Keith Ward	30 Days
27.	Court Administration	Meet with court to coordinate court procedures	Thomas York	1-3 Days
28.	Court Administration	Meet with court to coordinate processes and procedures regarding various reports	Thomas York	1-3 Days
29.	Court Administration	Implement specific court documents and forms printing	Thomas York	8-10 Days
30.	Court Administration	Review court calendar and implement court service schedule in coordination with court	Thomas York	1-3 Days
31.	Court Administration	Seek input from court and clerk regarding staff hiring recommendations	Thomas York	3-5 Days
32.	Court Administration	Implement interim and final implementation status report. Format/content/schedule for court as desired	Thomas York	1-3 Days
33.	Human Resources	Assign existing staff	Diana Fessenden	1 Day
34.	Human Resources	Contact County/state employment office with job specifications for any open positions,	Diana Fessenden	1-5 Days



		implement initial staffing plan, advertise position notices, initial interviews and 2 nd interviews		
35.	Human Resources	Initial and second interviews of additional staff, if needed.	Thomas York/ Keith Ward	10-14 Days
36.	Human Resources	Complete Pre-employment background checks and drug testing for any new employees.	Diana Fessenden	14-21 Days
37.	Staff training case, management and quality assurance	Provide initial onsite orientation training for new staff (case mgt. and date entry), court view, financial management and control.	Keith Ward	10-20 Days
38.	Staff training case, management and quality assurance	Coordinate and provide basic training for new probation officers.	Keith Ward	5-10 Days
39.	Staff Training case, management and quality assurance	Implement ancillary programs and services.	Keith Ward	10-20 Days
40.	Staff training case, management and quality assurance	Implement local policies and procedures for general case management.	Compliance	7-10 Days
41.	Staff training case, management and quality assurance	Identify existing cases and implement operating procedures for intake, court attendance, revocations, and offender reporting.	Thomas York/ David Jacobs	7-20 Days
42.	Staff training case, management and quality assurance	Train on case data entry processes implement financial collections processes and procedures.	Compliance	7-20 Days
43.	Financial accounting and business management	Establish internal business systems, contract information, budget, suppliers, cash policy, and procedure training.	Compliance	7-10 Days
44.	Financial accounting and business management	Implement agreed upon processes for court and restitution payments	Compliance	1-5 Days



45.	Financial accounting and business management	Establish local banking service	Thomas York	1-3 Days
46.	Financial accounting and business management	Obtain insurance coverage as required	Connor Cox	7-21 Days
47.	Business Development and community relations	Meet with local law enforcement agencies and establish working relationships	Thomas York	14-21 Days
48.	Business Development and community relations	Identify and meet with local community referral agencies	Thomas York	14-21 Days
49.	Management and administration	Meet with COC to review accounting and reporting requirements	Thomas York	1-10 Days
50.	Management administration	Meet with County contract administration and COC to review Agreement requirements and plans for transition	Thomas York	1 Day
51.	Management and administration	Meet with key judges to review Agreement requirements and define expectations	Thomas York	3 Days
52.	Management and administration	Meet with contract administrator to discuss transition plan progress and any plan adjustments on behalf of County	Thomas York	1 Day
53.	Business Development and community relations	Identify and meet with local community service agencies; develop points of contact, reporting, monitoring, and special requirements	Thomas York	14-21 Days



TAB 10 - COST PROPOSAL

A. Provide a cost for the first 30-days of implementing the Services.

JCS charges no additional cost for the assumption of a caseload from a previous provider.

B. Provide a list of all services to be provided and rates to be charged for each service. All services should include all overhead, salaries and benefits, travel and any other expenses to provide these Services pursuant to this RFP, (and) C. Identify any services that will not be provided based on the requirements of the RFP, Scope of Services.

Description	Unit	Offender Paid
Probation Supervision	Month	\$55.00
Pre-Trial Diversion / Supervision	Month	\$55.00
Intensive Probation Supervision	Month	\$75.00
Indigent Probation Supervision	Once	\$55.00
Worthless Check Diversion Program	Month	\$30.00
Substance Abuse Detection Screens	Each	\$15.00
Alcohol Test- Breathalyzer	Each	\$10.00
ETG/Confirmatory Drug Test	Each	\$45.00
Drug Patch	Day	\$12.00
GPS Tracking	Day	\$8.50
GPS Tracking with Transdermal Alcohol Monitoring	Day	\$10.00
GPS Tracking with Victim Notification (Talitrix)	Day	\$4.50 – (\$85.00 Enroll)
Remote Alcohol Testing (SCRAM)	Day	\$10.00
Pre-Sentence Investigation	Each	\$50.00
Community Service Work Coordination	Each	\$0.00
One-Time Hook-Up Fee for all EM Programs	Each	\$25.00 (non-Talitrix)
Synthetic Marijuana Test	Each	\$25.00
Anger Management (non- Domestic Violence)	Session	\$22.00 + \$25.00 for Materials
Standard Cognitive Program “Now What” (First Offender Workshop)	Session	\$22.00 + \$25.00 for Materials
Under the Influence (Adults)	Program	\$75.00
Alcohol-Wise (Under the Influence for Juveniles)	Program	\$75.00 (parents at no charge)
Marijuana 101 (Designed for first-time offenders)	Program	\$75.00
STOP-lifting (Shoplifting Workshop)	Program	\$75.00
Bringing Peace to Relationships	Session	\$25.00



Department of State / Division of Corporations / Search Records / Search by FEI/EIN Number /

Detail by FEI/EIN Number

Foreign Limited Liability Company
JUDICIAL CORRECTION SERVICES, LLC

Filing Information

Document Number M20000000294
FEI/EIN Number 58-2665147
Date Filed 12/09/2019
State DE
Status ACTIVE

Principal Address

327 South Hill Street
Building A
Buford, GA 30518

Changed: 01/31/2023

Mailing Address

327 South Hill Street
Building A
Buford, GA 30518

Changed: 01/31/2023

Registered Agent Name & Address

FERLAND, TINA
10 INDUSTRIAL STREET
FT WALTON BEACH, FL 32549

Name Changed: 09/24/2021

Address Changed: 09/24/2021

Authorized Person(s) Detail

Name & Address

Title Manager

Ward, Charles K
327 South Hill Street
Building A
Buford, GA 30518

C23-3389-JUD
JUDICIAL CORRECTION SERVICES
Misdemeanor Probation Services
Expires: 09/18/2026 W/2-1 YR RENEWAL

Title Manager

York, Thomas S
327 South Hill Street
Building A
Buford, GA 30518

Title Manager

Cox, Connor
327 South Hill Street
Building A
Buford, GA 30518

Annual Reports

Report Year	Filed Date
2021	01/05/2021
2022	01/31/2022
2023	01/31/2023

Document Images

01/31/2023 -- ANNUAL REPORT	View image in PDF format
01/31/2022 -- ANNUAL REPORT	View image in PDF format
09/24/2021 -- Reg. Agent Change	View image in PDF format
01/05/2021 -- ANNUAL REPORT	View image in PDF format
03/11/2020 -- ANNUAL REPORT	View image in PDF format
12/09/2019 -- Foreign Limited	View image in PDF format



Board of County Commissioners Purchasing Department

State of Florida

Date: August 11, 2023

OKALOOSA COUNTY PURCHASING DEPARTMENT
NOTICE OF INTENT TO AWARD
RFP JUD 51-23

Misdemeanor Probation Services

Okaloosa County would like to thank all businesses, which submitted proposals for Misdemeanor Probation Services (RFP JUD 51-23).

After in-depth examination of all responses 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

**327 S. Hill Street
Buford, GA 30518**

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 31 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 31.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,

DeRita Mason Digitally signed by DeRita Mason
Date: 2023.08.11 11:09:33 -05'00'

DeRita Mason
Purchasing Manager

C23-3389-JUD
JUDICIAL CORRECTION SERVICES
Misdemeanor Probation Services
Expires: 09/18/2026 W/2-1 YR RENEWAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED - WHEN REQUIRED IN ANY NON-CONSTRUCTION CONTRACT OR AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on this Coverage Part, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of "your work" operations for that additional insured. A person or organization's status as an insured under this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

The written contract or agreement must be currently in effect or become effective during the term of this Coverage Part. The contract or agreement must be executed prior to the "bodily injury", "property damage" or "personal and advertising injury" to which this endorsement pertains.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering, surveying or construction management services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications;
- b. Providing or hiring independent professionals to provide engineering, architectural, surveying or construction management services; or
- c. Supervisory or inspection activities performed as part of any related architectural, engineering or construction management activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

2. "Bodily injury", "property damage" or "personal and advertising injury" to any employee of you or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.
3. "Bodily injury", "property damage" or "personal and advertising injury" for which the Named Insured is afforded no coverage under this policy of insurance.

C. With respect to the insurance afforded to these additional insureds, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever is less. If no limits are specified in the written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

D. With respect to the insurance afforded to these additional insureds, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** is amended to include:

Any coverage provided herein will be excess over any other valid and collectible insurance available to the additional insured whether

primary, excess, contingent or on any other basis unless you have agreed in a written contract or written agreement executed prior to any loss that this insurance will be primary. This insurance will be noncontributory only if you have so agreed in a written contract or written agreement executed prior to any loss and this coverage is determined to be primary.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US - PER CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph **8. Transfer of Rights of Recovery Against Others to Us** of **SECTION IV - CONDITIONS**:

If you have agreed, in a written contract or agreement, to provide a waiver of any right of recovery against a person or organization, we will waive any right of recovery we may have against that person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to that person or organization for which you have agreed to in a written contract to provide said waiver.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - PER CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Paragraph 3. **Duties in the Event of an Event, Claim or Suit**, subparagraph c. (4) of **Section III – Conditions** is deleted and replaced by the following:

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of damages to which this insurance may also apply.

However, if the “controlling underlying insurance” has been amended by endorsement to waive any rights of recovery, and you have agreed, in a written contract or agreement, to provide a waiver of any right of recovery against a person or organization, we will waive any right of recovery we may have against that person or organization because of payments we make for injury or damage arising out of any event claim or suit. This waiver applies only to that person or organization for which you have agreed to in a written contract to provide said waiver.

Chapter 120-2-103

Certificates of Insurance

Section:

- 120-2-103-.01 Statutory Authority
- 120-2-103-.02 Purpose
- 120-2-103-.03 Applicability
- 120-2-103-.04 Definitions
- 120-2-103-.05 Approval of Certificates
- 120-2-103-.06 Requirements
- 120-2-103-.07 Prohibited Practices
- 120-2-103-.08 Penalties
- 120-2-103-.09 Severability

§ 120-2-103-.01 Statutory Authority

This regulation is made and promulgated by the Insurance Commissioner pursuant to the authority set forth in Code Sections 33-2-9 and 33-24-19.1(p).

§ 120-2-103-.02 Purpose

The purpose of this regulation is to establish guidelines, procedures and best business practices for the issuance and delivery of property and casualty certificates of insurance in the State of Georgia.

§ 120-2-103-.03 Applicability

This regulation shall apply to all certificate holders, policyholders, insurers, insurance producers, and certificate of insurance forms issued as evidence of insurance coverages on property, operations or risks located in this state, regardless of where the certificate holder, policyholder, insurer or insurance producer is located.

§ 120-2-103-.04 Definitions

For the purpose of this regulation:

(1) "Certificate" or "certificate of insurance" means any document or instrument, no matter how titled or described, which is prepared or issued by an insurer or insurance producer as evidence of property or casualty insurance coverage. "Certificate" or "certificate of insurance"

shall not include a policy of insurance, policy endorsement or insurance binder, including any policy of insurance which may be referred to as a certificate, or any insurance information card or identification card issued in conjunction with a motor vehicle insurance policy.

(2) "Certificate holder" means any person, other than a policyholder, who requests, obtains, or possesses a certificate of insurance.

(3) "Commissioner" means the Commissioner of Insurance for the State of Georgia.

(4) "Insurance Producer" means a person required to be licensed under the laws of this state to sell, solicit, or negotiate insurance.

(5) "Insurer" means any person engaged as indemnitor, surety, or contractor who issues insurance as defined by Code Sections 33-7-3 and 33-7-6. Insurer shall not mean any offering of accident, sickness, or disability insurance by a fraternal benefit society, as provided under Code Section 33-15-60; nonprofit medical service corporations, as provided under Chapters 18 and 19 of Title 33; health care plans, as provided under Chapter 20 of Title 33; health maintenance organization, as provided under Chapter 21 of Title 33; any provisions of accident and sickness insurance policies generally, as provided under Code Sections 33-24-20 through 33-24-31; individual accident and sickness insurance, as provided under Chapter 29 of Title 33; or group or blanket accident and sickness insurance, as provided under Chapter 30 of Title 33.

(6) "Person" means any individual, partnership, corporation, association, or other legal entity, including any government or governmental subdivision or agency.

(7) "Policyholder" means a person who has contracted with a property and casualty insurer for insurance coverages.

§ 120-2-103-.05 Approval of Certificates

(1) No person, wherever located, may prepare, issue, or request the issuance of a certificate of insurance unless the form has been filed with and approved by the Commissioner. Forms shall be submitted in the same manner as any other form filing through the SERFF filing system with applicable filing fees submitted electronically. Only insurers may file certificates for approval.

(2) Only current certificate of insurance forms promulgated by the Association of Cooperative Operations Research and Development (ACORD) or the Insurance Services Office (ISO) are deemed approved by the Commissioner and are not required to be filed if the forms otherwise comply with the requirements of this regulation and Code Section 33-24-19.1. Superseded editions of ACORD and ISO certificate of insurance forms shall also be deemed approved, however, as long as ACORD and ISO permit their use during periods of transition.

(3) The Commissioner shall disapprove a certificate filed under Rule and Regulation 120-2-103-.04 or withdraw approval of a form, if the form:

- (a) is unjust, unfair, misleading, or deceptive or violates public policy;
- (b) fails to comply with the requirements of section (4) of this Section;
- (c) violates any law, including any regulation adopted by the Commissioner.

(4) Each certificate of insurance must contain the following or similar statement: **“This certificate of insurance is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage, terms exclusions and conditions afforded by the policies referenced herein.”**

(5) The Commissioner has authority and may approve a certificate filed under this section which does not state that the form is provided for informational purposes only, if such form contains at a minimum the following statement: **“This certificate of insurance does not amend, extend, or alter the coverage, terms, exclusions, and conditions afforded by the policies referenced herein.”** Forms filed under this provision shall state the limited use of the form and the insurer and producer shall only use the form for those stated and approved situations. The limited use provision may include, but not be limited to, mortgagee requirements or lending transactions. Any person requiring or using the limited use certificate outside of its intended use as stated in the filing by the insurer shall be subject to the penalty provisions of this regulation.

§ 120-2-103-.06 Requirements

Insurers shall provide to their producers written instructions clearly outlining the insurer’s procedures and each party’s responsibilities for issuing and servicing certificates. These instructions shall include but not be limited to:

- (a) The procedure for issuing notice of cancellation to certificate holders when such notice is required by the insurance contract or statute.
- (b) The procedure for retaining copies of all certificates issued by or on the behalf of the insurer by the producer. Retention or providing of copies may be done electronically.
- (c) The procedure to monitor certificates to ensure they have been issued in compliance with the insurer’s procedures, applicable statute and this regulation.

§ 120-2-103-.07 Prohibited Practices

- (1) No person, wherever located, shall demand or request the issuance of a certificate of insurance from an insurer, insurance producer, or policyholder that contains any false or misleading information, or which purports to affirmatively or negatively amend, extend, modify or alter in any way the coverage or any other term or condition concerning the policy of insurance to which the certificate makes reference. A certificate of insurance

shall not confer to a certificate holder new or additional rights beyond what the referenced policy expressly provides.

- (2) No certificate of insurance shall contain references to or language from a construction or service contract, other than that referenced in the contract of insurance. The certificate may contain a reference or contract number from the construction or service contract for identification purposes only. This may include but not be limited to project number, project name, project description or a general description of work to be performed. Nothing in the certificate can refer to any language or contents in the construction or service contracts.
- (3) Neither an insurer nor a producer shall be required to issue an opinion letter or other document in addition to or in lieu of a certificate of insurance. If any opinion letter or other such document is issued, however, it must meet the provisions of this regulation and Code Section 33-24-19.1. Insurers and producers may provide the certificate holder with the certificate and an actual copy of the policy, insurance binder or relevant policy provision to demonstrate contractual compliance.

§ 120-2-103-.08 Penalties

Any person, no matter where located, who commits a violation of this regulation or requests information to be provided which is in conflict with this regulation may be subject to a fine not to exceed \$5,000 per violation.

§ 120-2-103-.09 Severability

If any rule or portion of a rule in this chapter or the applicability thereof to any particular circumstances is held invalid by a court of competent jurisdiction, the remainder of the rules or the applicability of such provision to other persons or circumstances shall not be affected.

Attachment "B"
Insurance Requirements

GENERAL SERVICES INSURANCE REQUIREMENTS FOR PROFESSIONAL LIABILITY

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of 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 and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
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. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with Endorsement for each policy 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. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
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 a 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. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.
4. A Waiver of Subrogation is required to be shown on all Workers Compensation Certificates of Insurance.

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 (One Million Dollars) 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 Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. 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
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

CYBER LIABILITY

The Contractor shall carry Cyber Liability insurance coverage for third party liability. Coverage will include ID Theft Monitoring, Credit Monitoring (if necessary) & Notification. Coverage must be afforded for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Coverage must be afforded for Wrongful Acts, errors or omissions committed by the Contractor or its employees in performing its professional services under this contract. 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.

INSURANCE 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. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence
5. Cyber Liability	\$1,000,000 per claim
6. Professional Liability	\$1,000,000 per 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.

CERTIFICATE OF INSURANCE

1. Certificates of Insurance indicating the project name, number, evidencing all required coverage, and if applicable any State of Florida approved Workers' Compensation Exemption 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 Board of County Commissioners BCC, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written 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 to the County. 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.
7. All deductibles or self-insured retentions (SIRs), whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.

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.

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 employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement. An Excess liability policy must be submitted indicating which policy it applies to.

Civil Rights Clauses Attachment “C”

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), as applicable, 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 USC § 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 USC § 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 USC § 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 USC § 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 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 nondiscrimination 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 USC 1681 *et seq.*).

Attachment "D"
Vendors on Scrutinized List

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate Judicial Correction Services, LLC, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

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

DATE: 09/01/2023 SIGNATURE: [Signature]
COMPANY: Judicial Correction Services, LLC NAME: Keith Ward
(Typed or Printed)
ADDRESS: 327 S. Hill Street TITLE: CEO
Building A E-MAIL: KWard@pprinfo.net
Bufile, GA 30518
PHONE NO.: 678-218-4100