

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 9/09/08 [] Consent [X] Regular
[] Ordinance [] Public Hearing

Department:

Submitted By: PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION
Submitted For: PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION

I. EXECUTIVE BRIEF


MOTION AND TITLE: Staff recommends motion to approve: the renewal of a contract with the current County Probation Services vendor, Pride Integrated Services, Inc. (Pride), for a three-year period effective December 6, 2008 through December 5, 2011.


SUMMARY: On August 11, 2008, the CJC unanimously approved the recommendation of the Probation Advisory Board (PAB) that no Request for Proposal (RFP) should be issued for the delivery of misdemeanor probation services to the County Court; and that the County contract with Pride for a three-year period effective December 6, 2008 through December 5, 2011. Pride has been the County's provider since 1993, at no cost to the County. Services are covered by court ordered client fees. Pride will pay the County \$5,000 each year of the three-year contract to offset CJC costs associated with monitoring the contract and auditing Pride case files in the four Pride offices on an annual basis. Countywide (DW)

BACKGROUND AND POLICY ISSUES: In 1993, Pride was selected through an RFP process to provide countywide misdemeanor probation services for the County Court of the Fifteenth Judicial Circuit. The BCC entered into a one-year contract with Pride (R-93-1616-D) on December 7, 1993, with three (3) additional one-year renewable options. Subsequently, the BCC entered into single year contracts for the fifth and sixth years with Pride. On December 6, 1999, the BCC awarded a three-year contract to Pride and was in effect until December 2002. The BCC consequently renewed the three year contract in 2002 and in 2005 and is currently in effect until December 5, 2008. The three year period for the contract with Pride enabled its Board of Directors to authorize the purchase of a new computer case management system. No RFP is required as the County's Purchasing Ordinance (96-17) provides that the County may contract with not-for-profit vendors without requiring competitive bids. On June 26, 2008 the PAB met and voted unanimously to recommend to the CJC that no RFP be issued for misdemeanor probation services and a contract with Pride be issued for three-year period due to fifteen years of continuous service to the county. On August 11, 2008, the Criminal Justice Commission unanimously approved the recommendation of the Probation Advisory Board. The terms of the contract have been revised to include changes agreed to by the PAB and Pride. A \$5,000 per year payment from Pride to the County to offset the cost to the County for monitoring the contract continues. Monitoring results from the fiscal year 04/05 and 06/07 case file audit of Pride conducted by CJC staff verify compliance with the current contract.

ATTACHMENTS:

- 1. Proposed contract with Pride Integrated Services, Inc. (3 Originals)

RECOMMENDED BY:  8/28/08
DEPARTMENT DIRECTOR (Final 2) DATE

APPROVED BY:  9/1/08
ASSISTANT COUNTY ADMINISTRATOR DATE

II. FISCAL IMPACT ANALYSIS

A. FIVE YEAR SUMMARY OF FISCAL IMPACT

FISCAL YEAR	2008	2009	2010	2011	2012
CAPITAL EXPENDITURES	_____	_____	_____	_____	_____
OPERATING COSTS	_____	_____	_____	_____	_____
EXTERNAL REVENUES	_____	<5,000>	<5,000>	<5,000>	_____
PROGRAM INCOME (County)	_____	_____	_____	_____	_____
IN-KIND MATCH (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	<5,000>	<5,000>	<5,000>	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

IS ITEM IN PROPOSED BUDGET? YES X NO _____

BUDGET ACCOUNT NO: FUND _____ AGENCY _____ ORG _____ OBJECT _____

B. RECOMMENDED SOURCES OF FUNDS/SUMMARY OF FISCAL IMPACT:

Fiscal Impact: Payment by Pride Integrated Services, Inc. of \$5,000 per year will cover the cost of the County to monitor this contract. This revenue is part of the proposed FY 2009 budget: 0001-767-7607-6999.

C. DEPARTMENTAL FISCAL REVIEW: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract development and Control Comments:

afwillhite 9.2.08
OFMB
pm 8/29/08 or 9/29/08

[Signature] 9/14/08
Contract Development & Control
9/4/08

B. LEGAL SUFFICIENCY:

[Signature] 9/5/08
Assistant County Attorney

This Contract complies with our contract review requirements.

The CSC is in the process of obtaining a corrected insurance certificate.

C. OTHER DEPARTMENT REVIEW:

Chief Judge, 15th Judicial Circuit

This summary is not to be used as a basis for payment.

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the 6th day of December 2008, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Pride Integrated Services, Inc., (hereinafter referred to as Pride), [] an individual, [] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as Pride, whose Federal I.D. is 23-7098114.

In consideration of the mutual promises contained herein, the COUNTY and Pride agree as follows:

ARTICLE 1 - SERVICES

Pride's responsibility under this Contract is to provide professional/consultation services in the area of Misdemeanor Probation, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Michael L. Rodriguez, Executive Director, telephone number (561) 355-4943.

Pride's representative/liaison during the performance of this Contract shall be Maureen F. Brickous, Chief Executive Officer, telephone number (561) 684-2370.

ARTICLE 2 - SCHEDULE

Pride shall commence services on December 6, 2008 and complete all services by December 5, 2011.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO COUNTY

Pride agrees to pay the COUNTY the amount of Five Thousand Dollars (\$5,000) per year for each Contract year. Pride shall make equal payments of Two Thousand Five Hundred Dollars (\$2,500) before the end of the last workday of each sixth month period of the Contract.

ARTICLE 4 - TERMINATION

The County may terminate the Contract for cause as a result of Consultant's default under the terms of the Contract after providing written notice to Pride stating the default condition(s) and the passage of thirty (30) days time during which time the default condition(s) has not been cured. If the default condition is a matter that cannot be cured within thirty (30) days and significant progress has been made to cure the default, the cure period shall extend for an

additional thirty (30) days time.

ARTICLE 5 - PERSONNEL

Pride represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by Pride or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in Pride's key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

Pride warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of Pride's personnel while on COUNTY premises will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 6 - SUBCONTRACTING

Unless approved by the County Representative in writing, subcontracting is not authorized under this Contract.

ARTICLE 7 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by Pride. Pride shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is Pride authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

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

ARTICLE 8 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Contract for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 9 - INSURANCE

- A. Pride shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by Pride are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Pride under this Contract.
- B. **Commercial General Liability** Pride shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. Pride shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** Pride shall maintain Business Automobile Liability at a limit of liability not less than \$300,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event Pride does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Pride to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. Pride shall provide this coverage on a primary basis.
- D. **Workers Compensation Insurance & Employers Liability** Pride shall maintain Workers Compensation & Employers Liability in accordance with Florida Statute Chapter 440. Pride shall provide this coverage on a primary basis.
- E. **Professional Liability** Pride shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of Pride's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Pride shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, Pride shall purchase a SERP with a minimum reporting period not less than 3 years. Pride shall provide this coverage on a primary basis.
- F. **Additional Insured** Pride shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision

of the State of Florida, its Officers, Employees and Agents." Pride shall provide the Additional Insured endorsements coverage on a primary basis.

- G. **Waiver of Subrogation** Pride hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Pride shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Pride enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** Prior to execution of this Contract, Pride shall deliver to the COUNTY a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.
- I. **Umbrella or Excess Liability** If necessary, Pride may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- J. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 10 - INDEMNIFICATION

Pride shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorneys fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of Pride.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The COUNTY and Pride each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor Pride shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY or Pride, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and Pride.

ARTICLE 12 - REMEDIES

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

ARTICLE 13 - CONFLICT OF INTEREST

Pride represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. Pride further represents that no person having any such conflict of interest shall be employed for said performance of services.

Pride shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance that may influence or appear to influence Pride's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that Pride may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by Pride. The COUNTY agrees to notify Pride of its opinion by certified mail within thirty (30) days of receipt of notification by Pride. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by Pride, the COUNTY shall so state in the notification and Pride shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by Pride under the terms of this Contract.

ARTICLE 14 - EXCUSABLE DELAYS

Pride shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of Pride without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon Pride's request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if Pride's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 15 - ARREARS

Pride 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. Pride further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 16 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

Pride shall deliver to the COUNTY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by Pride and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 17 - INDEPENDENT CONTRACTOR RELATIONSHIP

Pride is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons

engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to Pride's sole direction, supervision, and control. Pride shall exercise control over the means and manner in which it and its employees perform the work, and in all respects Pride's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

Pride does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 18 - CONTINGENT FEES

Pride warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Pride to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Pride, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 19 - ACCESS AND AUDITS

Pride shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at Pride's place of business.

ARTICLE 20 - NONDISCRIMINATION

Pride warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation, gender identity or expression.

ARTICLE 21 - AUTHORITY TO PRACTICE

Pride hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

ARTICLE 22 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term

and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 23 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, Pride certifies that it, its affiliates, suppliers, and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 24 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by Pride of the COUNTY'S notification of a contemplated change, Pride shall, in writing: (1) provide a detailed estimate of the financial impact due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect Pride's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, Pride shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and Pride shall not commence work on any such change until such written amendment is signed by Pride and approved and executed on behalf of Palm Beach County.

ARTICLE 25 - CRIMINAL HISTORY RECORDS CHECK

Pride shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if employees are required under this Contract to enter a "critical facility" as identified in Resolution R-2003-1274. Pride acknowledges and agrees that all employees who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, Pride shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Michael L. Rodriguez, Executive Director
Criminal Justice Commission
301 N. Olive Ave.
West Palm Beach, FL 33401

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to Pride, notices shall be addressed to:

Maureen F. Brickous, CEO
Pride Integrated Services, Inc.
1310 N. Congress Ave
West Palm Beach, Florida 33409

and

Joseph M. Considine, P.A.
Village Commerce Centre
5201 Village Boulevard, Suite C
West Palm Beach, Florida 33407

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and Pride agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 24 - Modifications of Work.

ARTICLE 28 - REGULATIONS; LICENSING REQUIREMENTS:

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and Pride has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK. Clerk & Comptroller


**PALM BEACH COUNTY
BOARD OF
COMMISSIONERS:**

By: _____
Deputy Clerk

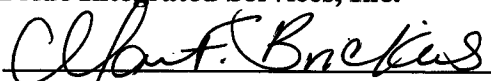
By: _____
Addie L. Greene, Chairperson

WITNESS:

**Pride
Pride Integrated Services, Inc.**



Signature




Signature

Debbie Anderson

Name (type or print)

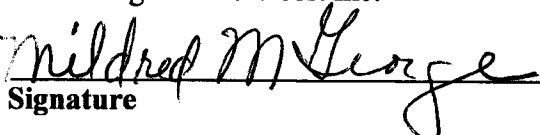
Maureen F. Brickous
Chief Executive Officer
Pride Integrated Services, Inc.



Signature

Wanda Joiner

Name (type or print
(corp. seal)



Signature

Mildred George
Chair, Board of Directors

Approved as to form and legal sufficiency
County Attorney

Approved as to terms and conditions
Department Head





EXHIBIT "A" - SCOPE OF WORK

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EXHIBIT "A" - SCOPE OF WORK

1. INTRODUCTION:

- a) Pride shall administer all aspects of the misdemeanor probation service/program in Palm Beach County for offenders sentenced to a period of misdemeanor probation or for offenders assigned to pretrial intervention.
- b) Pride shall provide all management, supervision, probation officers, intake officers, clerks, and other personnel necessary to responsibly supervise all persons placed on misdemeanor probation or pretrial intervention by the county court and to comply with the provisions of this Contract, and State Law.
- c) Pride shall provide all equipment, supplies, office space, and other items/materials required to professionally maintain the misdemeanor probation program.
- d) Pride shall maintain case files in hardcopy and electronic format as part of a computerized case management system in order to effectively monitor cases, offenders, and probation staff; and to assist with the annual audit completed by the Probation Advisory Board.
- e) Pride shall maintain at least three (3) offices within Palm Beach County to ensure efficient service to their clientele. One office shall be maintained in the West Palm Beach area, one in the Delray Beach area, and one in the Belle Glade area. In addition, the County shall review Pride's caseload annually to determine whether adjustments to coverage are required to meet the needs of offenders residing in those areas. All adjustments to coverage must be approved by the Probation Advisory Board and Criminal Justice Commission.
- f) Pride shall have flexible hours of operation that accommodate immediate intake interviews referred to Pride by the Court and the State Attorney's Office. These hours should consider probation clients' ability to maintain gainful employment and/or work responsibilities. Furthermore, Pride shall maintain the following hours of operation: three (3) extended hours per week for reporting, where offices are opened past 5:00PM during the work week (Monday – Friday) and/or on Saturday.
- g) Pride shall establish intake, orientation, supervision, staffing, pretrial intervention supervision requirements, pre-sentence investigation reporting, and case load requirements as noted below.

2. SUPERVISION CLASSIFICATION:

- a) Each offender will be assigned a level of probation supervision by the sentencing court. Pride will supervise each offender based on the assigned level of supervision or classification by the sentencing court; as noted below under each supervision requirement.

3. PRE-SENTENCE INVESTIGATION REPORTING:

- a) The sentencing judge may from time to time request Pride to prepare a pre-sentence investigation report on an individual prior to sentencing. Upon such request, Pride shall make the report in writing at the time specified by the court. The report shall contain at least the following:

EXHIBIT "A" - SCOPE OF WORK

- i. Defendant's identification including aliases (AKAs), sex, race, date of birth, social security number, address, telephone number, marital status, driver's license number, and any other information deemed appropriate by the Court;
- ii. Complete description of the situation surrounding the criminal activity for which the defendant has been charged;
- iii. Social history to include education, employment, family relationship, marital status, residence, and financial status;
- iv. Prior criminal history via defendant's statement and records check. Note: NCIC/FCIC may be requested from the State Attorney by the judge; and,
- v. A recommendation as to disposition by the court. Pride shall give a rationale for the recommendation.

4. INTAKE REQUIREMENTS:

- a) Intake interviews shall take place at the Main Courthouse, North County Courthouse, South County Courthouse, Belle Glade Courthouse, and the jail courtroom on Gun Club Road. Palm Beach County will assist Pride in identifying and securing interview space within each Courthouse and the jail.
- b) Intake interviews shall be conducted by a probation officer or an intake officer. Immediately following sentencing, the probation officer or intake officer will instruct the probationer on the conditions of supervision and the probationer will be directed to report to the probation office on a specified date and time to commence their monthly reporting.
- c) For mail in clients, Pride shall instruct the client of the conditions of probation or pretrial intervention program by what ever means are available; either in person or by mail recognizing that some cases are resolved in absentia or for out of county/state clients. However, the preferred method remains in person immediately following sentencing.
- d) The probation officer or intake officer will schedule an initial appointment with an assigned probation officer and offender. The preparation of a probation or pretrial intervention client case file, the collection of cursory information and setting up the initial appointment may be conducted by a probation officer or an intake officer before or after the intake interview.
- e) Probation officers will review the conditions of probation or pretrial intervention during the initial appointment or first face to face visit between the client and probation officer.
- f) When the court places an offender on misdemeanor probation pursuant to Florida Statute 948.01 and 948.15, Pride must conduct a search of the probationer's name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under s. 943.04352. The probation services provider may conduct the search using the internet site maintained by the Department of Law Enforcement (FDLE).
- g) The initial appointment shall occur fourteen (14) days after the intake interview is completed.

EXHIBIT "A" - SCOPE OF WORK

5. INITIAL APPOINTMENT (ORIENTATION):

- a) The probation officer or intake officer will complete the following tasks as part of the initial appointment interview. They will:
- i. verify the accuracy and completeness of the information collected during the intake interview and documented in the case file;
 - ii. document additional personal information;
 - iii. document current offenses;
 - iv. document prior arrest history;
 - v. document current employment status; and,
 - vi. if applicable, document current employer's name and location.
- b) RISK/NEED ASSESSMENT:
- i. The probation officer or intake officer will administer a risk/need assessment to determine whether the offender requires further assistance that has not already been identified by the sentencing court. Probation and pretrial intervention clients must complete the risk/need assessment form.
 - ii. The completed risk/need assessment must be reviewed by a probation officer and the probationer during the initial appointment interview.
 - iii. The contents of the risk/need assessment must be approved by the Probation Advisory Board.
- c) INITIAL APPOINTMENT INTERVIEWS:
- i. Initial appointment interviews must be conducted by a probation officer who will be responsible for monitoring the probationer.
 - ii. The initial appointment interview will primarily enable the probation officer and the probationer to become acquainted with one another. It will consist of a detailed instruction of the conditions of probation, discussion of personal history characteristics, and determination of a supervision plan.
 - iii. All financial obligations shall be discussed at the orientation interview, and with review of the probationer's income and expenditures, a budget and payment plan shall be established at this time to ensure compliance with court-ordered fines, restitution, etc.
 - iv. If completion of community service hours is a designated condition of probation, a plan to complete those hours shall be established at this time. This plan will include a referral to the community service program agency and provide for completion of all the mandated hours at least two weeks prior to expiration of the term of probation.
 - v. Referral for drug, alcohol, and mental health evaluation and/or treatment, and job service referral shall be made during the initial appointment interview or during any other contact,

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if deemed necessary. Referrals of any type, whether court ordered or not will be documented and enclosed in the probationer's case file.

6. SUPERVISION REQUIREMENTS:

a) GENERAL:

- i. Following the initial appointment interview, the probation officer will closely monitor the activities of the probationer to ensure compliance with all conditions and special conditions of the supervision plan. Each probation officer shall maintain written records of the probationer's activities. This written record shall include, at a minimum, any personal or telephone contact or correspondence with or about the probationer, verification of compliance of court orders, and report of any non-compliance of court orders. The written records should be maintained in Pride's case management system.
- ii. Pride will coordinate with the community service program agency for monitoring of the probationer's or pretrial defendant's community service obligations.
- iii. Pride shall ensure that all defendants have equal access to all probation programs and activities.
- iv. Pride shall cooperate with all treatment agencies, schools and other programs to which probationers are referred. In any case where a treatment agency, school, or other program does not appear to be providing proper service, Pride shall immediately notify the sentencing court.
- v. The services to be provided in this Contract do not include the direct provision of residential or outpatient rehabilitation treatment programs.
- vi. The probation officer shall conduct the following throughout the probationary period to ensure compliance with all conditions of probation:
- vii. Verify residence: Pride shall verify the probationer's home address and any subsequent changes in residence through rent/mortgage receipts or utility bills or other documents as deemed appropriate with the probationer within the first thirty days of the probation period, unless specifically waived by the Court. Copies of residence verification documents shall be placed in each probationer's file.
- viii. Verify employment: Pride shall verify the probationer's employment through pay receipts or other documents as deemed appropriate during the probation period and continuing review of pay documents during monthly reporting visits. Copies of employment verification documents shall be placed in each probationer's file.
- ix. Pride shall encourage and assist unemployed probationers to improve their employability through education and training. The probationer shall be informed of County and private sector employment assistance and/or educational programs that are available and Pride shall provide direction and assistance in obtaining this education and training. Job placement information shall also be provided by Pride for all unemployed probationers.
- x. Verify financial status: Ongoing verification of the probationer's financial status shall be conducted, especially when problems related to finances have been identified.

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- xi. Verify substance abuse testing by a certified laboratory. Pride will identify a certified substance abuse testing laboratory or method to which Pride will refer the probationers for testing. Changes to the current testing method must be disclosed and approved by the Probation Advisory Board. The cost of testing must remain nominal for the offender and should not significantly exceed other county testing fees.
- xii. Pride will identify if the offender was charged with a new criminal offense during their period of supervision, regardless of the type of classification or type of case. Pride will conduct a criminal record check of the Clerk's system prior to requesting an early termination of probation, at least ten (10) days prior to a successful termination of probation or pretrial intervention and/or before the completion of a violation of probation affidavit or rejection form for pretrial intervention offenders.
- xiii. In the event Pride recommends termination prior to the probationer's having completed payment of restitution, fines, or court costs, without notifying the sentencing court that the conditions have not been completed, Pride shall be responsible for the payment of any remaining restitution, fines or costs unless waived, for good cause, by the sentencing court.
- xiv. In any case where the sentencing court's jurisdiction has been lost prior to all conditions of probation being satisfied by the probationer, Pride shall transmit a copy of the case file to the judge in whose division the case has been heard. The probation counselor shall transmit, with the case file, a cover letter on Pride's letterhead outlining in detail the efforts made by that counselor to seek compliance with the terms of probation.
- xv. Pride shall follow up and enforce special conditions of probation including but not limited to payments of restitution, cost of supervision, fines, court costs, community service, and other probation related requirements.
- xvi. Pride shall arrange for the transfer of supervision for defendants residing in other areas in the State of Florida as available and if ordered by the sentencing court. Pride will notify the sentencing court when a receiving jurisdiction in the State of Florida does not accept transfers, so that the court may resolve this issue.

b) MAXIMUM SUPERVISION REQUIREMENTS:

- i. If a probationer is classified as a maximum supervision case, certain supervision requirements shall be observed by Pride. These include:
- ii. At least one monthly field contact (residential and/or employment location) by the officer supervising the case;
- iii. The probationer shall be required to report to the officer supervising the case once a month and submit a written monthly report;
- iv. Enforcement of special conditions of probation as required by the sentencing court; and
- v. Ensuring compliance with standard conditions of probation as specified in F.S. 948.03 by the probationer.

c) STANDARD (MINIMUM) SUPERVISION REQUIREMENTS:

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- i. A probation case shall be classified as standard supervision if it has not been classified as either maximum, mail in or administrative. The following criteria for supervising minimum supervision probation cases shall be observed and documented by Pride:
- ii. The probationer shall report monthly to the probation office and submit a written monthly report;
- iii. Enforcement of special conditions of probation as required by the sentencing court; and
- iv. Ensuring compliance with standard conditions of probation as specified in F.S. 948.03 by the probationer.

d) MAIL IN SUPERVISION REQUIREMENTS:

- i. Mail in probation clients must report to Pride by mail once per month. The offender will complete the monthly report to demonstrate that they are in full compliance with their court ordered conditions. Completed monthly reports must be reviewed by a probation officer or intake officer.
- ii. A case may be considered eligible for mail in supervision if the probationer resides in another State or County; or if the Court has issued a specific order directing the case to be a mail in supervision case. Additionally, there are instances when a standard supervision case may be reclassified as mail in following successful completion of special conditions and a specified portion of the probation period. In the event that a probation case has been reclassified to mail in status, the probationer is no longer required to personally report to the probation office. However, the probationer must remain in full compliance with the conditions of probation and continue to submit a written monthly report.
- iii. Conditions of probation for mail in supervision cases are provided at the intake interview, eliminating the need for an initial appointment for mail in cases.
- iv. The following criteria are to be utilized for reclassifying a probation case from standard to mail in:
 - a) The probationer has derived the maximum benefit from standard supervision and has complied with specified conditions of probation; and,
 - b) The probationer completed a minimum of three months (ninety days) of a minimum supervision classification; or
 - c) The Court has ordered mail in probation.

e) ADMINISTRATIVE SUPERVISION REQUIREMENTS

- i. The court may sentence an offender to a period of administrative probation, which is a form of non-contact or non-reporting probation. Administrative probation clients are required to report to Pride and complete an intake interview. They are also required to pay all court ordered costs, and cost of supervision, and complete all court ordered conditions associated with their sentence.
- ii. Administrative probation clients are typically sentenced to a period of supervision between 30 to 60 days.

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- iii. Pride must conduct an intake interview with the administrative probation client to explain in detail their conditions of probation.
- iv. Pride must prepare a case file and conduct all of the necessary background checks noted above.
- v. Enforcement of special conditions of probation as required by the sentencing court.
- vi. Ensuring compliance with standard conditions of probation as specified in F.S. 948.03 by the probationer.
- vii. Given the nature of an administrative probation sentence, Pride is NOT required to complete need/risk assessment, address and employment verification.

f) PRETRIAL INTERVENTION SUPERVISION REQUIREMENTS:

- i. Defendants shall be referred for pretrial intervention by the State Attorney's office via deferred prosecution agreement.
- ii. The length of time, costs, and conditions of the deferral shall be contained in the agreement. Pride will ensure that violations of the agreement are reported to the State Attorney's office. The level of supervision shall generally meet those of standard or mail in classification requirements as determined in the deferred prosecution agreement.

g) VIOLATION OF SUPERVISION:

- i. Pride shall report all violations of the terms and conditions of probation to the sentencing judge for appropriate disposition in accordance with 948.06, Florida Statutes.
- ii. Pride shall commence violation of probation or rejection proceedings for pretrial intervention clients, after every effort has been made to address the offender's lack of compliance.
- iii. All necessary documents and information will be assembled by a probation officer or intake officer to support the violation or rejection procedure.
- iv. A Pride probation officer will attend any county court proceedings and provide testimony regarding a violation of probation and rejections associated with the pretrial intervention program as directed by the court and/or State Attorney.

h) RESTITUTION, FINES, AND COURT COSTS:

- i. Pride shall provide the highest priority to assessment, collection and disbursement of restitution to victims of crimes and shall monitor payments of court cost, fines, and cost of supervision fees. Pride shall take the following actions:
- ii. Each month transfer all revenues collected for fines and court costs, including interest, to the Clerk of the Court. The transfer document will contain, at minimum, the name of the defendant, case number, total fine and court cost, amounts paid to date, balance left to pay, and total interest collected and paid to the County from this account. Pride shall provide the County with a copy of this report.

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- iii. Make all restitution payments within fourteen (14) days of receipt and provide the Clerk of the Court and the County with a quarterly report containing the offender's name, case number, the victim's identification, total restitution ordered, amount paid to date, and balance left to be paid by the offender.
- iv. Make a quarterly report of all restitution payments made, where the victim cannot be located for disbursement.
- v. Any restitution payments to victims that are unclaimed and returned to Pride are to be forwarded to the Crimes Compensation Trust Fund in Tallahassee.

7. CASELOAD REQUIREMENTS:

- a) Pride shall continually meet the requirements below regarding the number of clients per officer or team, regardless of the number of cases:
 - i. maximum supervision clients shall be supervised by probation officers whose client case load shall not exceed one hundred (100) clients per officer or team.
 - ii. standard supervision clients shall be supervised by probation officers whose case load shall not exceed two hundred and twenty five (225) clients per officer or team.
 - iii. mail in supervision clients shall be supervised by probation officers whose case load shall not exceed two hundred and twenty five (225) clients per officer or team.
 - iv. administrative supervision clients shall be supervised by probation officers whose case load shall not exceed two hundred and twenty five (225) clients per officer or team.
 - v. pretrial supervisions clients shall be supervised by probation officers whose case load shall not exceed two hundred and twenty five (225) clients per officer or team.
 - vi. Pride supervisory staff shall conduct random reviews of case files to ensure that probation officers are monitoring conditions of supervision for probation and pretrial intervention cases.

8. STAFFING REQUIREMENTS:

- a) Pride shall maintain an adequate number of trained personnel to ensure that:
- b) court coverage will be provide as needed and/or as directed by the Probation Advisory Board and/or the county administrative judge;
- c) professional program records, and fiscal management is maintained during the course of the contract;
- d) probation officers are at the educational levels required in Paragraph 6, and in sufficient quantity to meet the case load levels indicated for each classification;
- e) bilingual probation officers or interpreters are available for Spanish and Haitian probationers;

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9. STAFF BACKGROUND:

- a) All Pride staff shall undergo a Florida Department of Law Enforcement (FDLE) background check to ensure that they have not been convicted of any felony or of a misdemeanor involving perjury or a false statement and that they are not registered sexual predators or offenders.
- b) Pride shall provide affidavits from all employees associated with this contract attesting to their criminal history status, military record, and educational accomplishments. If applicable, the employee must disclose if they have been dishonorably discharged from any of the Armed Forces of the United States.
- c) Minimum Education and Experience – Intake officer:
 - i. High school Diploma and minimum of 9 months of experience.
- d) Minimum Education and Experience – Probation Officer:
 - i. Probation officers must have an appropriate four (4) year degree from an accredited college or university; or have completed a career development program that includes work related experience, training, or college credits providing a level of achievement equivalent to a bachelor's degree; and meet the Contractual requirements for supervising misdemeanor probationers.
 - ii. The Probation Advisory Board shall be the determining authority for decisions relative to equivalency for the four-year degree requirement. Their decision will be made on a case-by-case basis. Pride retains the obligation to present the employee's career development program, work related experience, training, or college credits for the Probation Advisory Board's consideration.
- e) Pride shall provide a training program for probation officers that assures continual improvement and meets changing requirements of misdemeanor probation and pretrial intervention supervision.
- f) Pride shall provide continual training to enhance staff's ability to effectively present to the Court, violations of probation, modification of probation, pre-sentence investigations, and case status checks.

10. COST OF SUPERVISION:

- a) Pride is entitled to collect from each probation and pretrial client, cost of supervision fees as may be ordered by the sentencing court and authorized by Florida Statute. The cost of supervision may be modified by written permission of the Chief Judge and may be reviewed annually. Nothing contained herein shall preclude Pride from establishing a sliding scale fee for those probationers not able to meet the minimum cost of supervision fee established in Florida Statutes.
- b) The sentencing court may at its discretion order that the cost of supervision fees be waived in cases involving indigent probationers and Pride agrees to accept such cases.
- c) The County assumes no liability to Pride for its cost of supervision or any uncollected fees. In addition, the County does not assure a minimum or maximum number of cases that will be available or directed to Pride.

11. PROBATION ADVISORY BOARD:

- a) The Board of County Commissioners has established a Probation Advisory Board (PAB) to monitor and oversee the provisions of this Contract. Additionally, the PAB will recommend to the Board of County Commissioners whether or not to continue the contract, renegotiate the contract, or bid a new contract. The PAB may, from time to time, make suggestions and recommendations for the addition, deletion, or modification of probation programs or services. Pride will cooperate with the PAB and provide operational and fiscal impacts at the PAB'S direction. When required, the PAB shall seek direction from the Board of County Commissioners in the initiation of new programs or services.
- b) Pride will implement modifications to its procedures and records as may be requested by the Probation Advisory Board.
- c) The County may desire to implement alternative programs or a combination of community service programs. It is anticipated that specifics for the program would be the result of a cooperative effort of PAB and Pride.
- d) The County may desire to implement an electronic monitoring program during the course of this Contract. It is anticipated that specifics or the program would be the result of a cooperative effort of the PAB and Pride.

12. REPORTING REQUIREMENTS:

- a) Pride shall submit a quarterly report to the Chief Judge, Probation Advisory Board Chair and supporting staff. The quarterly report shall contain the following information for the specific quarter:
 - i. caseload ratio as noted above
 - ii. list of active employees by job title and years of experience (reporting on new hires and employees who have been terminated or have left)
 - iii. active caseload by type of case and location summaries
 - iv. community service hours ordered and satisfied
 - v. restitution ordered and satisfied
 - vi. restitution delivered within 14 days
 - vii. unclaimed restitution
 - viii. cases closed
 - ix. type of termination
 - x. violation cases past term
 - xi. detailed report on court costs, fines and paid community service payments
 - xii. community services hours worked or paid in lieu of hours worked
 - xiii. restitution payments
- b) Pride shall provide reports to the Chief Judge as required by 948.15 Florida Statutes and all other reports as required in the Contract with the County.
- c) Pride shall provide operational, revenue, and statistical reports as required by the County, Court, and Florida Statutes.
- d) Pride shall maintain individual case files and auditable financial records of all fines, restitution, and supervision fees received, expended and disbursed by Pride.

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- e) An annual financial report audited and certified by a licensed, independent Certified Public Accountant, in accordance with generally accepted accounting principles, shall be provided to the Chief Judge and County within one hundred and twenty (120) days following the close of the agency's fiscal year.
- f) Pride shall maintain a file containing information on all cases referred to the misdemeanor program. Records shall be maintained three (3) years past termination of the probation period. The information in the file shall include the name of the probationer, case number, charge(s), probation disposition, computer house arrest records, correspondence, payment records, and any known prior criminal record.
- g) Pride shall also record and maintain statistical data concerning the number and types of cases being handled, terminated and completed; the number of visits; the hours of community service performed by probationers; and such additional information as may be required to assist him in evaluating the effectiveness of Pride's activities.