



II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Personal Services					
Operating Costs					
Grants & Aids					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	*				
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE)					

Is Item Included In Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_  
Is this item using Federal Funds? Yes \_\_\_\_\_ No \_\_\_\_\_  
Is this item using State Funds? Yes \_\_\_\_\_ No \_\_\_\_\_

Budget Account Exp No: Fund \_\_\_\_\_ Dept. \_\_\_\_\_ Unit \_\_\_\_\_ Obj. \_\_\_\_\_ Prog. \_\_\_\_\_  
Rev No: Fund \_\_\_\_\_ Dept. \_\_\_\_\_ Unit \_\_\_\_\_ Rev. \_\_\_\_\_


B. Recommended Sources of Funds/Summary of Fiscal Impact:

\*This is an evaluation of the "fee for service" contract with PPS which entails no Ad Valorem funding; all services provided by PPI are paid for by probation and pre-trial intervention participants. Participants are required to pay PPS a monthly supervision fee of \$55. PPS pays Palm Beach County \$5,000 each year to offset the costs associated with monitoring and review of the contract.

Departmental Fiscal Review:  11/6/25

III. REVIEW COMMENTS.

A. OFMB Fiscal and/or Contract Dev. And Control Comments:

 12/3/25  
OFMB  
MD 12/3

 12/15/25  
Contract Dev. & Control  
26/12.11.25  
1212-2570

B. Legal Sufficiency

 12/16/25  
Assistant County Attorney

C. Other Department Review

\_\_\_\_\_  
Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)



THE CIRCUIT COURT OF THE  
**FIFTEENTH JUDICIAL CIRCUIT**  
OF FLORIDA

CHAMBERS OF  
**ASHLEY ZUCKERMAN**  
COUNTY JUDGE

PALM BEACH COUNTY COURTHOUSE  
205 NORTH DIXIE HIGHWAY  
WEST PALM BEACH, FLORIDA 33401  
(561) 355-6050

October 24, 2025

Mayor Maria G. Marino  
Palm Beach County Board of Commissioners  
301 North Olive Avenue, Suite 1201  
West Palm Beach, FL 33401

Dear Mayor Marino,

I am pleased to provide you and the other members of the Board of County Commissioners the findings from the Monitoring Study of Misdemeanor Probation Services in Palm Beach County from January 1, 2023 through December 31, 2024.

The report was approved by the Probation Advisory Board (PAB) on August 18, 2025 and thereafter by the Criminal Justice Commission (CJC) at the September 22, 2025 meeting.

Please feel free to contact me should you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Ashley C. Zuckerman", is located below the "Sincerely," text.

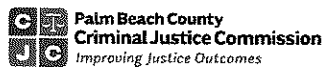
Judge Ashley C. Zuckerman  
Chair, Probation Advisory Board

# **Palm Beach County Criminal Justice Commission**

## **Annual Contract Compliance Review: Misdemeanor Probation Services**

**Contract Monitoring Audit Report  
January 1, 2023 – December 31, 2024**

**Presented to:**  
**Criminal Justice Commission**  
**September 22, 2025**



### **Prepared by CJC Staff:**

**Brad Allen | Damir Kukec | Christopher Slydell | Margo Smith**

*In accordance with the provision of the ADA, this document may be requested in an alternative format.  
Please contact the Palm Beach County Criminal Justice Commission (561) 355-4943.*

## Acknowledgements

*The Criminal Justice Commission (CJC) staff would like to thank Tom York, Glenny Cueto, Larry Shurling and all the staff at Professional Probation Services, Inc. This evaluation would not be possible without their full cooperation and assistance throughout the course of the review. Appreciation also goes to each of the CJC Staff who worked to put together this report, as well as the Executive Director of the CJC, Angelique J. Pickett, for their various contributions. Lastly, the CJC recognizes all stakeholders, court actors, Probation Advisory Board (PAB) members, probationers (consumers) and criminal justice partners/vendors for their various support and participation. Thank you.*

*The Probation Advisory Board met on Monday, August 18, 2025 to review and discuss the findings and recommendations contained herein. In attendance at this Board meeting were representatives of Professional Probation Services, Inc. (PPS) Tom York and Glenny Cueto who attended to take part in the discussion and hear feedback pertaining to the contract compliance review process and resulting contract monitoring audit report. Mr. York and Mrs. Cueto conveyed to the meeting participants that PPS has implemented procedural guidelines and enhancements toward the implementation of corrective actions. They expect the next audit to reflect increased levels of compliance based on the recommendations provided and the changes made.*

## **Executive Summary**

The Probation Advisory Board, a subcommittee of the Palm Beach County Criminal Justice Commission (CJC), oversees contract monitoring compliance reviews of Professional Probation Services, Inc. (PPS) with the evaluation completed by Criminal Justice Commission staff. The framework for the review and evaluation is guided by the requirements stipulated in the Professional Services contract and Scope of Work within contract no. 22-069/MD, as entered into on November 22, 2022. The current contract is a three-year Professional Services contract from December 4, 2022 through December 3, 2025 with two one-year renewal options at the discretion of the County.

This review collected information for all misdemeanor probation and pretrial intervention (PTI) cases closed between January 1, 2023 and December 31, 2024. The two-year review period included an electronic data set of 5,994 cases, of which 320 cases were used as a random sample set for evaluation based on termination status and location. The review examined level of fulfillment of contract requirements, such as maintenance of appropriate insurances and licenses, and evaluated compliance with scope of work requirements such as service coverage, intake procedures, probationer supervision, staffing and administrative requirements.

The evaluation of PPS for contract compliance was completed through a review of electronic records provided by the service provider to CJC staff. Evaluators found full compliance in all areas relative to the selected *articles* of the current contract. Review of eight areas contained as *scope of work* elements in the current contract were found with varying levels of compliance to include non-compliant, partial compliance ranging from 32% to 99%, to full compliance. Recommendations have been made based on case, file, and record review as they relate to Probationer Case Files, Employee Records, Financial, and Administrative functions. The goal of each recommendation provided is to promote more efficiency in areas needing improvement as found in the PPS Probation Tracker 2.0 Case Management System.

Recommendations provided include:

- Ensuring that the work being done by probation officers is completed properly, in a timely manner, and accounted for through the uploading of documents to the PPS Probation Tracker 2.0 Case Management System
- Ensuring all employee files demonstrate that new hires meet minimum requirements to be hired, that they have received the minimum basic training during their first year of hire and ongoing training beyond their first year of employment
- Preparation and appropriate distribution of reports is made on schedule as stated in the contract
- Technological enhancements such as an increase data collection regarding restitution, fines, and court costs, creation of a value indicating proof of initial appointment between probation officer and probationer, and further updates/improvements to the PPS Probation Tracker 2.0 Case Management System as they pertain to reporting capabilities

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## **Background**

In 1993, the Palm Beach County Board of County Commissioners (BCC) created the Probation Advisory Board (PAB) in accordance with F.S. 948.15 to ensure that the contractor complies with the terms of the misdemeanor probation services contract in the delivery of services. An annual contract compliance review of the contractor is required in order to report findings to the BCC via the Criminal Justice Commission (CJC).

On November 22, 2022, Professional Probation Services, Inc. (PPS) and Palm Beach County (PBC) entered into a three-year Professional Services contract (Contract Number 22-069/MD), via a request for proposal process after recommendation by the Criminal Justice Commission via the PAB, with services to be provided from December 4, 2022 through December 3, 2025 with two one-year renewal options. The present reporting period for contract compliance review is calendar years 2023 and 2024, based on the contract terms and scope of work of Professional Services. This is the first review conducted on PPS as the misdemeanor probation services provider in Palm Beach County during the stated contract period.

The PPS Professional Service contract with PBC is a “fee for service” contract with no ad valorem funding allocated to the contract; all services provided by PPS are paid for by probation and PTI participants. Probation and PTI participants are required to pay PPS a monthly supervision fee of \$55, which increased from \$50 in 2022. PPS pays Palm Beach County \$5,000 each year to offset the costs associated with monitoring of the service contract and review of PPS operations.

Probation Advisory Board members during the current contract compliance review period:

Judge Ashly Zuckerman - *County Criminal Court Administrative Judge (Chair)*  
Steven Cohen – *Criminal Defense Lawyers Association*  
Derek Gibson – *Florida Department of Corrections*  
Alan Johnson – *State Attorney's Office*  
Andrea Rocha – *Clerk & Comptroller's Office*  
Nathan Vreeland – *United States Probation Office*  
Timothy Wang – *Public Defender's Office*

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### **About Professional Probation Services, Inc.**

Professional Probation Services, Inc. (PPS) is a Georgia based for-profit company established in 1992. Universal Health Services, Inc. acquired PPS in 1997. Currently, PPS provides probation supervision services to a number of jurisdictions across the country including Florida locations of Hernando County Court, Duval County, Palm Beach County, and Sumter County Court.

In both 2023 and 2024, there was an average of 15 probation officers on staff at Professional Probation Services, Inc. The total staffing ratio for probation officer to probationer for 2023 and 2024 was 1:203 and 1:201 respectively, within the contract stated maximum of 1:225.



## **Scope and Method**

The data collected for the 2023 – 2024 review period of Professional Probation Services, Inc (PPS) operations included both qualitative and quantitative data elements to include the examination of PPS manuals, documents, electronic case management records, and online surveys.

This evaluation reviews the delivery of misdemeanor probation services by PPS as the sole misdemeanor probation services provider in Palm Beach County in three areas of focus.

1. PPS compliance with the Professional Services contract and the Scope of Work during the review period of 1/1/2023 – 12/31/2024.
2. Outcomes of sentencing offenders to misdemeanor probation and assigning accused persons to pre-trial intervention (PTI).
  - a. Dispositions: How do probation and PTI participants exit supervision?
  - b. Violations of Probation: Did the trend in violations change?
3. Quality of misdemeanor probation services provided by PPS in Palm Beach County.
  - a. How does Palm Beach County Compare to Comparative Counties?
  - b. What do stakeholders think of the quality of service provided by PPS?
  - c. What do probationers/consumers think of their experience with PPS while on probation?

This contract monitoring audit report has been compiled through data summary and analyses performed using SPSS, Microsoft Excel, and Survey Monkey based on:

1. A random sampling of 7.5% of terminated probation cases and records for each PPS location within Palm Beach County (Belle Glade, Delray Beach, and West Palm Beach); sampling randomly selected using SPSS (Statistical Package for the Social Sciences). Data collection for analysis of random sample files conducted through use of a collection instrument developed in Survey Monkey for electronic copy file reviews.
2. The review of probation and court documents maintained in the PPS Probation Tracker 2.0 Case Management System for the random sample, via PPS-provided Read Only system access.
3. The review of financial records related to the collection and disbursement of restitution payments for the random sample, as provided by PPS.
4. Online surveys of probationers/consumers of PPS services, misdemeanor probation service providers (like counties), and criminal justice stakeholders.

A random sampling of 7.5% (n=320) terminated/closed probation cases were audited for the purposes of this report. The same sample size of 7.5% was applied to each of the three (3) PPS locations to determine the number of terminated cases to be reviewed by location.

Number of Case Files Reviewed by Location for Calendar Years 2023 & 2024 combined

PPS Office Location	Sample Size n (7.5%)
Belle Glade Office	24
Delray Beach Office	74
West Palm Beach Office	222
Total	320

Source: PPS Probation Tracker 2.0 Case Management System; sample randomly selected using SPSS.

Case Outcomes for Sample Files Reviewed for Calendar Years 2023 & 2024 combined

Case Outcomes	#
Closed	5
Successful Termination	245
Unsuccessful Termination	70
Total	320

Source: PPS Probation Tracker 2.0 Case Management System

**Findings: Contract Compliance**

***Article 4: Payments to the County***

The CONTRACTOR shall pay to the COUNTY the amount of Five Thousand Dollars and no cents (\$5,000) per year for each Contract year, including any renewals. The CONTRACTOR shall make equal payments of Two Thousand Five Hundred Dollars and no cents (\$2,500) before the end of the last workday of each six (6) month period of the Contract.

<b><u>COMPLIANT - Article 4</u></b>
<b>PPS made two (2) payments of \$2,500 to the county for FY 2023 &amp; 2024</b>
<b>FY 2023 Payment 1 - 3/1/23</b>
<b>FY 2023 Payment 2 - 8/17/23</b>
<b>FY 2024 Payment 1 - 2/20/24</b>
<b>FY 2024 Payment 2 - 8/15/24</b>

*Source: FY 2023 & FY 2024 CJC Financial Analyst records*

***Article 13: Insurance Requirements***

The CONTRACTOR shall provide evidence of the stated minimum required insurance coverage and limits for Commercial General Liability with additional insured clause, Business Auto Liability, Workers' Compensation Insurance & Employer's Liability, Professional Liability, Waiver of subrogation, Certificates of Insurance, and Umbrella or Excess Liability.

The CONTRACTOR shall maintain at its sole expense, in force and effect, at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described [in the contract]. Failure to maintain the required insurance shall be considered default of the Contract.

<b><u>COMPLIANT - Article 13</u></b>
<b>PPS maintained all necessary insurance during the timeframe of the contract compliance review period.</b>
<b>Documentation provided by PPS to CJC staff for verification.</b>

*Source: Copies of insurance provided by PPS*

*Article 23: Access and Audits*

The CONTRACTOR shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of the Contract. CONTRACTOR shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for five (5) years after project completion date, The COUNTY and the Palm Beach County Inspector General shall have access to such records as required in this Article for the purpose of inspection or audit during normal business hours, in Palm Beach County at any reasonable time during the five (5) years.

**COMPLIANT – Article 23**

**PPS maintained adequate records pertaining to all charges, expenses, and costs incurred in performing their services, and access was granted to all requested records for the purpose of inspection or audit.**

**PPS had an annual independent audit conducted of their charges, expenses, and costs while performing their services for each of the years covering the contract compliance review period.**

**PPS provided CJC staff access to all requested documentation for verification.**

*Source: Annual Independent Audit Report and PPS Quarterly Reports for FY 2023 & 2024*

*Article 25: Authority to Practice*

The CONTRACTOR 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.

**COMPLIANT – Article 25**

**PPS maintained all licenses and approvals required to operate their three (3) Palm Beach County office locations during the contract compliance review period.**

**PPS provided CJC staff with copies of occupational licenses for each office location.**

*Source: PPS occupational licenses for all three (3) office locations provided by PPS*

***SOW 2.4 & 2.5: Offices and Hours of Operation***

Maintain at least three (3) offices within Palm Beach County to ensure efficient service to their clientele. One (1) office shall be maintained in the West Palm Beach area, one (1) in the Delray Beach area, and one (1) in the Belle Glade area. In addition, the COUNTY shall review CONTRACTOR’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 CJC.

Have flexible hours of operation that accommodate immediate intake interviews referred to CONTRACTOR 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, CONTRACTOR shall maintain the following hours of operation: three (3) extended hours per week for reporting, where offices are opened past 5:00 p.m. during the work week (Monday – Friday) and/or on Saturday.

**COMPLIANT – Statement of Work 2.4 & 2.5**

**PPS maintained the minimum of three (3) office locations in Palm Beach County during the contract compliance review period.**

**Criminal Justice Commission staff visited all three (3) Professional Probation Services, Inc. locations to confirm the operation of misdemeanor probation services to include hours of operation, staff available, space for probationers, etc..**

**The West Palm Beach office, Delray Beach office, and Belle Glade office locations are each in plaza buildings; all locations have PPS logos to identify the address.**

**The West Palm Beach and Delray Beach PPS offices were each staffed with multiple employees at the time of visit, were both relatively easy to find, and were easily accessible off main roads.**

**The Belle Glade PPS office was staffed by one individual at the time of visit, was relatively easy to locate, and was somewhat unkempt visually.**

*Source: CJC Staff visit to PPS offices and PPS lease agreements*

*West Palm Beach Office*, 1280 North Congress Avenue, Suite 210, West Palm Beach, FL 33409  
Monday, Wednesday, and Friday: 8:30am – 4:30pm / Tuesday and Thursday: 8:30am – 6:00pm  
The last Saturday of every month: 9:00am – 12:00pm

*Delray Beach Office*, 4731 West Atlantic Avenue, Suite B-2, Delray Beach, FL 33445  
Monday, Tuesday, Thursday, and Friday: 8:30am – 4:30pm / Wednesday: 8:30am – 6:00pm  
The third Saturday of every month: 9:00am – 12:00pm

*Belle Glade Office*, 1540 North West Avenue L, Suite 106, Belle Glade, FL 33480  
Second and third Monday of every month: 8:30am – 6:00pm / Tuesday and Wednesday: 1:00pm – 4:30pm (with a probation officer is in Belle Glade Court from 8:30am – 12:00pm)  
Thursday and Friday: 8:30am – 4:30pm

***SOW 4.5: Sexual Predators and Sexual Offenders***

When the Court places an offender on misdemeanor probation pursuant to Florida Statutes Chapter(s) 948.01 and 948.15, CONTRACTOR 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 Florida Statutes Chapter 943.04352. The CONTRACTOR may conduct the search using the internet site maintained by the Florida Department of Law Enforcement (FDLE).

**PARTIAL COMPLIANCE – Statement of Work 4.5**

**291 (91%) of the 320 sample cases included a record check in the case file as proof that PPS conducted a search of probationer names, or other identifying information, against the FDLE maintained Sexual Predator and Sexual Offender Registry.**

**29 (9%) of the 320 sample cases did not have a record check in the electronic case file as proof of an FDLE Sexual Predator and Sexual Offender Registry search.**

*Source: PPS Probation Tracker 2.0 Case Management System*

**SOW 5: Orientation Interview & Intake Assessment**

Initial appointment interviews must be conducted by a probation officer responsible for monitoring the probationer. The initial appointment interview enables 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.

Probation officers shall conduct interviews at the courthouse, arrange initial appointments, and conduct initial interviews of each probationer sentenced to misdemeanor probation or pretrial intervention, as follows:

- a. Perform an intake interview and set an appointment for probationer’s initial interview (orientation interview) with an assigned probation officer at the probation office or as deemed by the probationers court order (i.e. administrative, call-in, etc.).
- b. Collect personal and general information from the probationer during the initial interview, such as identifying information, offense information, prior arrest information, employment verification, address verification, and social service needs.
- c. Maintain through regular updates a complete personal history on probationer in a case file.
- d. Create a risk/needs assessment based on the probationer’s style of life (i.e. access to housing, food, mental/physical health, food, employment, etc.).
- e. Maintain a case file on each probationer containing other relevant information such as record checks, Court Event Form, Court Order document, and any other available offense material related to the case.

<b><u>PARTIAL COMPLIANCE – Statement of Work 5</u></b>
<b>265 (83%) of the 320 sample case files had Intake Assessments uploaded into the probationer’s electronic case file.</b>
<b>23 (7%) of the 320 sample case file did not have an Intake Assessment uploaded.</b>
<b>For 32 (10%) of the 320 sample cases it was unable to be determined whether there was a needs assessment form with the probationer case file.</b>
<b>311 (97%) of the 320 sample cases contained a court order event form (probation order / pretrial intervention agreement).</b>
<b>9 (3%) of the 320 sample cases did not contain a court order event form (probation order / pretrial intervention agreement) in the case file.</b>
<b>317 (99%) of the 320 sample cases contained a court events form (CEF).</b>
<b>3 (1%) of the 320 sample cases did not contain a court events form (CEF).</b>
<b>An initial criminal record check was present in 300 (94%) of sample cases.</b>
<b>An initial criminal record check was not present in 20 (6%) of sample cases.</b>

Source: PPS Probation Tracker 2.0 Case Management System

***SOW 5.9 & 5.10: Referrals***

Discuss and establish a plan to complete community service hours if this is a designated condition of probation. The plan shall include a referral to a community service program agency and provide for completion of all the mandated hours at least two (2) weeks prior to expiration of the term of probation.

Provide a referral for drug, alcohol, and mental health evaluation and/or treatment, and job service referral, if necessary. Referrals of any type, whether court ordered or not will be documented and enclosed in the probationer’s case file.

**NON-COMPLIANT – Statement of Work 5.9 & 5.10**

**None (0%) of the 320 sample cases had documentation in the case file indicating that a referral had been made by the probation officer even in the nine (9) case files when needs had been identified on the Intake Needs Assessment form.**

*Please Note: Proper procedure for service referral includes completion of a Release of Information form signed by the probationer.*

*Source: PPS Probation Tracker 2.0 Case Management System*



***SOW 8: Probation Supervision Requirements***

The CONTRACTOR’s probation officer shall complete the following tasks as part of the supervision of the probationers/offenders and to ensure compliance with all conditions of probation.

A review of 320 sample cases was conducted to determine whether PPS monitored and supervised probation and PTI consumers (collectively referred to as probationers) as outlined in the Contracts Scope of Work. Electronic records (case files) were reviewed to verify whether information relating to supervision of, and interaction with, each probationer was maintained (probationer contacts or visits). Additionally, the review established whether probation officers verified and updated the probationers’ residence information, employment information, financial status, etc. The review also covered verification of whether or not violations of probation were reported to the sentencing judge.

<b><u>PARTIAL COMPLIANCE – Statement of Work 8</u></b>
<b>While there are areas for improvement in documentation/record keeping practices, PPS records show some level of monitoring and supervision for each of the probation and PTI consumers in the sample group through case notes.</b>
<b>Violation of Probation (VOP) orders were filed in 131 (<u>41%</u>) of the 320 sample cases.</b>
<b>127 (<u>97%</u>) of those 131 cases included documentation that the VOP had been submitted to the sentencing judge per the Contract.</b>
<b>144 (<u>49%</u>) of the 320 sample cases included proof that the probationer’s current address had been verified.</b>
<b>79 (<u>32%</u>) of the 248 sample cases for which employment verification was applicable included proof in the case file that the probationer’s place of employment was verified.</b>

Source: PPS Probation Tracker 2.0 Case Management System

**SOW 8.10: Criminal Record Check Prior to Termination**

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. CONTRACTOR shall conduct a Statewide criminal record check using any appropriate Statewide database system prior to requesting an early termination of probation, at least thirty (30) 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. A full file review will be conducted by the officer and supervisor thirty (30) days prior to any release to ensure all obligations have been met and then a final criminal record check will be conducted ten (10) days prior to termination of the case.

PPS conducted criminal record checks prior to the termination of a probationer’s probation, as documented in case files for 34% of probationers. Most criminal record checks were conducted outside of the timeframe deemed appropriate per the requirements of the contract.

<b><u>PARTIAL COMPLIANCE – Statement of Work 8.10</u></b>	
<b>108 (34%)</b>	<b>of the sample cases included proof of a criminal history check prior to termination of the case.</b>
<b>2 (.6%)</b>	<b>of the sample cases did not require a criminal history check due to other circumstances.</b>
<b>210 (66%)</b>	<b>of the sample case files did not contain proof of a criminal history check prior to termination of the case.</b>

Source: PPS Probation Tracker 2.0 Case Management System

### ***SOW 11: Staff Background***

All CONTRACTOR staff shall undergo a National Crime Information Center (NCIC) 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. This NCIC background check will be conducted prior to hiring an employee and every twelve (12) months after hiring.

CONTRACTOR 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.

CONTRACTOR shall ensure that the employees meet the following minimum education and experience requirements for the following positions:

**Intake officer:**

A high school diploma or equivalent recognized certification and a minimum of nine (9) months of work related experience.

**Probation Officer:**

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.

The CJC shall be the determining authority for decisions relative to equivalency for the four (4) year degree requirement. Their decision will be made on a case by-case basis.

CONTRACTOR retains the obligation to present the employee's career development program, work related experience, training, or college credits for the CJC's consideration.

CONTRACTOR shall provide a training program for probation officers that assures continual improvement and meets changing requirements of misdemeanor probation and pretrial intervention supervision.

CONTRACTOR 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.

CONTRACTOR shall report the arrest of all employees associated with this contract to the COUNTY within seventy-two (72) hours of becoming aware of the arrest of one (1) or more of its employees. If necessary, the CONTRACTOR shall establish policies that all employees must report if they were arrested while employed with the CONTRACTOR, at the first reasonable opportunity – within twenty-four (24) hours of arrest or the first day they return to work.

**PARTIAL COMPLIANCE - Statement of Work 11**

**PPS generally maintained and updated staff records while maintaining the required staffing ratio.**

**In both 2023 and 2024, there was an average of 15 Probation Officers on PPS staff.**

**Seven (7) of the fifteen employee files were reviewed as those who were hired during the contract compliance review period.**

**100% of these files had a background check prior to being hired.**

**Four of the seven (57%) new hire employee files had proof of education.**

*Source: PPS quarterly reports, employee records, training materials as reviewed by CJC Staff*

#### ***SOW 14: Reporting Requirements***

CONTRACTOR shall submit a quarterly report for each office location to the Chief Judge, Probation Advisory Board Chair, and the CJC Executive Director.

CONTRACTOR shall provide reports to the Chief Judge, Probation Advisory Board Chair and CJC Executive Director as required by Florida Statutes Chapter 948.15 and all other reports as required in this Contract with the COUNTY.

CONTRACTOR shall provide monthly reports to the Criminal Justice Commission's Executive Director and Research and Planning Manager. The reports will provide a breakdown of probation and PTI (offender) cases managed by the misdemeanor probation service offices in the County; including demographic and socio-economic statistics of probationers and offenders and their case outcomes.

CONTRACTOR shall provide operational, revenue, and statistical reports as required by the COUNTY, Court, and Florida Statutes.

CONTRACTOR shall maintain individual case files and auditable financial records of all fines, restitution, and supervision fees received, expended and disbursed by CONTRACTOR.

CONTRACTOR shall contract with a licensed external independent Certified Public Accountant to complete an annual financial report audited and certified as accurate, in accordance with generally accepted accounting principles. The scope of the financial audit will include both operations in Palm Beach County and any other entity or parts of the company that may reside outside of the County. The audit will review all data and reports maintained by the CONTRACTOR and certify them as accurate. The final report shall be provided to the Chief Judge and COUNTY within one hundred twenty (120) days following the close of the CONTRACTOR's fiscal year.

CONTRACTOR 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.

CONTRACTOR shall create computerized records in a computerized case management system that can be queried and/or accessed using computer software such as Statistical Package for Social Sciences (SPSS) or other similar tools. This computerized system should contain microdata on cases, clients, charges, numbers and types of cases being supervised, terminated and completed, relevant dates (e.g., sentencing date, start date, end date, termination date), violation of probation information, risk and needs assessments, the number of visits, the number of hours of community service performed by probationers, financial information (e.g., restitution collections and disbursements, court costs, and cost of supervision at the case level) and such additional information as may be required to assist in evaluating the effectiveness of CONTRACTOR's activities.

**NON-COMPLIANT – Statement of Work 14.1, 14.2, and 14.8**

**The Chair of the Probation Advisory Board and CJC Executive Director confirmed they had not been in direct receipt of the Monthly Reports, Quarterly Reports, nor the Board of Directors Meeting Minutes from PPS.**

*No response received from the Chief Judge regarding receipt of the reports noted above.*

**PPS indicated that they do not take minutes of their Board of Directors meetings.**

*Source: Email correspondence and copy of reports submitted to CJC by PPS*

**COMPLIANT – Statement of Work 14.3 – 14.7**

**Review of payment and invoice datasets in the PPS Probation Tracker 2.0 Case Management System was made of 102 payments and checks delivered to victims in Florida based on the 320 sample case files reviewed as part of the contract monitoring review period.**

**PPS provide copies of checks delivered to victims along with bank statements associated with the payments.**

**86 (100%) of checks that cleared with the bank were mailed within the 14-day requirement based on the date of the check.**

*Three checks had not yet cleared within the contract monitoring review period.*

*13 checks were not evaluated as their payment process started prior to 2023, which is outside of the contract review parameters.*

**A copy of the PPS financial audit report submitted to Probation Advisory Board via Criminal Justice Commission staff before the 120-day limit after the close of the Agency's fiscal year for the contract compliance review period.**

*PPS financial audits were included as part of the Universal Health Services Inc. (UHS) annual report, with no specific financial audits completed for Palm Beach County locations.*

*PPS states that they are:*

*"a wholly owned subsidiary of Universal Health Services, Inc. (UHS), and as such, our financial activity and records are consolidated with the UHS Annual Report."*

*Source: PPS Probation Tracker 2.0 Case Management System, copy of bank statements, check register, and cleared checks*

**Survey Outcomes**

***Comparison of Comparative Counties***

To determine where Palm Beach County ranks in comparison with other Florida counties operating misdemeanor probation services and their program completion, surveys were distributed via Survey Monkey to seven comparable counties, including Palm Beach County, on the operation and disbursement of misdemeanor probation services. Counties were selected according to population size and/or proximity to Palm Beach County. Overall, six (6) counties, including Palm Beach County, participated in the survey: Broward County, Hillsborough County, Orange County, Palm Beach County, Pinellas County, and Volusia County. No response was received from Duval County. *Duval County transitioned their misdemeanor probation services from the Sheriff's Office to Professional Probation Services, Inc. (PPS) in 2024.* The information obtained from participating counties has been gathered to allow the Probation Advisory Board to ascertain how misdemeanor probation services are provided across the State of Florida and to identify areas of process improvement and/or operational enhancements, as applicable.

Supplemental reporting information was received from Broward County (End of Year Report Fiscal Year 2023 and Fiscal Year 2024), Miami-Dade County (misdemeanor probation contract), and Hillsborough County (Annual Report, Interlocal Agreement, and fee changes).

**Comprehensive Details from Provider Counties:**

- The successful completion rate of probation ranged from 60% to 71%
- The number of Probation Officers in each county ranged from 6 to 32
- The average Probation Officer caseload ranged from 62 to 233
- 40% of misdemeanor contracts were managed by a county government entity
- 86% of the providers surveyed did not charge an intake fee

***Probationer Rate per Population and Rate of Completion (Success Rate)***

The probationer rate per 100,000 population across the seven participating counties ranged from a low of 65 to a high of 212 probationers per 100,000 residents. Palm Beach County had the third highest reported probationer rate per 100,000 residents among survey participants.

Five of the seven participating counties provided their probation rate of completion (success rate). While Pinellas County participated in the survey, they did not provide data related to their success rate. The success rate statistics for the reporting counties ranged from 60% to 70%. Palm Beach County ranked in the middle with a success rate of 66%. Broward County had the highest success rate of 71% while the lowest success rate was reported by Miami-Dade County at 60%.

Table 1. Comparative Counties by # of probationers, probation rate per 100,000 population, and probation rate of completion, December 2024

County	Population Size	# of Probationers	Probationer Rate Per 100,000 Population	Probation Rate of Completion (%)
Broward	1,981,888	1,983	100	71%
Duval	1,062,593	No Response	No Response	No Response
Hillsborough	1,560,449	3,300	212	65%
Miami-Dade	2,774,841	3,500	126	60%
Orange	1,511,568	982	65	70%
<b>Palm Beach</b>	<b>1,545,905</b>	<b>2,662</b>	<b>172</b>	<b>66%</b>
Pinellas	971,218	1,938	200	Not Provided
Volusia	594,643	923	155	Not Provided

Source: Florida County Detention Facilities Average Inmate Population: December 2024, Florida Department of Corrections Bureau of Research and Data Analysis; U.S. Census Bureau QuickFacts: West Palm Beach city, Florida; IMACS; Florida County Detention Facilities' Average Inmate Population / Statistics and Publications - Florida Department of Corrections

County Incarceration Rate vs Probationer Rate per Population

Six of seven participating counties hold a higher incarceration rate per 100,000 than their probationer rate per 100,000. Only Palm Beach County has a higher rate of probationers (172/100,000) over that of incarceration (145/100,000). Hillsborough County has almost equal rates of incarceration vs probationer at 215 and 212 per 100,000 respectively.

Table 2.  
Comparative Counties by # Incarceration Rate and Probationer Rate per 100,000

County	Population Size	Jail Average Daily Population	Incarceration Rate Per 100,000 Population	# of Probationers	Probationer Rate Per 100,000 Population
Broward	1,981,888	3,435	173	1,983	100
Duval	1,062,593	2,978	280	No Response	No Response
Hillsborough	1,560,449	3,351	215	3,300	212
Miami-Dade	2,774,841	4,015	145	3,500	126
Orange	1,511,568	2,969	196	982	65
<b>Palm Beach</b>	<b>1,545,905</b>	<b>2,247</b>	<b>145</b>	<b>2,662</b>	<b>172</b>
Pinellas	971,218	2,917	300	1,938	200
Volusia	594,643	1,277	215	923	155

Source: Florida County Detention Facilities Average Inmate Population: December 2024, Florida Department of Corrections Bureau of Research and Data Analysis; U.S. Census Bureau QuickFacts: West Palm Beach city, Florida; IMACS; Florida County Detention Facilities' Average Inmate Population / Statistics and Publications - Florida Department of Corrections



Comparative County Survey Responses

The seven participating counties provided the below response to questions regarding staffing, caseload, success rate, violations of probation, and monthly supervision fees.

Table 3. Survey results from Comparison of Comparative Counties of Misdemeanor Services for 2024 as of 6/15/25

COUNTY	Probation Managed by:	Current Cases	# of Probation Officers	Average Probation Officer Caseload	Probation Success Rate	Violation of Probation	Monthly Supervision Fee
Broward	Sheriff's Office	1,983	32	62	71%	300	\$75
Hillsborough	Sheriff's Office	3,330	24	139	65%	141	\$70
Miami-Dade	Private Agency	3,500	15	233	60%	880	\$55
Orange	County	982	18	56 Senior Officer & 93 Officer	70%	382	\$50
Palm Beach	Private Agency	2,662	15	178	66%	174	\$55
Pinellas	Sheriff's Office	1,938	32	61	Not Provided	Not Provided	\$55
Volusia	Private Agency	923	6	154	70%	300	\$50

Source: Survey Monkey Results from Provider Counties  
Note: Average Probation Officer Caseload = Current Cases / # of Probation Officers

## ***Stakeholder Survey Results***

Stakeholder representatives were emailed a link to a Stakeholder Survey to be completed in Survey Monkey. Each representative was encouraged to forward the link on to others in their office who interact with Professional Probation Services, Inc. (PPS) for a wider sample of participants. This group of email recipients included the Criminal Defense Lawyer's Association, State Attorney's Office, Public Defender's Office, and members of the Judiciary.

Recipients were encouraged to complete the anonymous online survey to provide an individual rating of their satisfaction. The information obtained from these stakeholders was gathered to allow the Probation Advisory Board to ascertain any updates or revisions possibly needed with the Professional Services contract with, or operations of, PPS moving forward to enhance the delivery of misdemeanor probation services in Palm Beach County.

### ***Professional Demeanor in Court***

- 84.2% of all participants responded that **PPS maintains a professional demeanor in court**
- 10.5% responded that PPS does not maintain a professional demeanor in court
- 5.3% responded that Probation Officers both do and don't maintain professionalism in court

### ***Treat Consumers with Respect***

- 68.4% of all participants responded that **Probation Officers treat consumers with respect**
- 26.3% of all participants responded that they do not treat consumers with respect
- 5.3% claimed an indifference.

### ***Proper Court Knowledge***

- 57.9% of all participants responded that **Probation Officers have proper court knowledge**
- 21.1% of participants responded that they do not have proper court knowledge
- 21.1% responded that some are very familiar with court protocol while others do not, as probation orders are being completed incorrectly (claim Probation Officers would be more attentive to the plea sheet(s) and court event form(s))

### ***Sufficient Personnel (Court Coverage)***

- 63.2% of all participants responded that there are **enough Probation Officers for court coverage**
- 26.3% responded that there is not enough coverage
- 10.5% responded that it varies and expect for staffing shortages at times

### ***Adequate Offices in Palm Beach County***

- 52.6% of all participants responded that there are **adequate offices**
- 26.3% responded that there aren't enough offices
- 21.1% of responses included comments that longer hours at court would be beneficial and that a North County location is unavailable/needed

### ***The Quality of Service Provided by PPS to the Court***

- 10.5% of all participants responded that a very high quality of service provided by PPS to the court
- 42.1% responded that PPS provides a **high quality of service**
- 26.3% responded that PPS provides an average quality of service
- 10.5% responded that a low and/or very low quality of service is provided by PPS to the court

### ***Staff Availability by Phone or Email***

- 42.1% of all participants responded that when they **contact PPS by phone or email they receive a return call in a timely manner**
- 31.6% responded that PPS does not respond in a timely manner
- 26.3% responded with comments that it is hard to reach a probation officer via phone and/or that the assigned court probation officer is always available to their team yet other Probation Officers have not been available as needed

### ***Staff Timely Response to Requests for Information***

- 68.4% of all participants responded that **requests for information from PPS are efficient and timely**
- 31.6% responded that staff are not efficient and are timely with response to requests for information

### ***PPS Professionalism When in Contact (Office)***

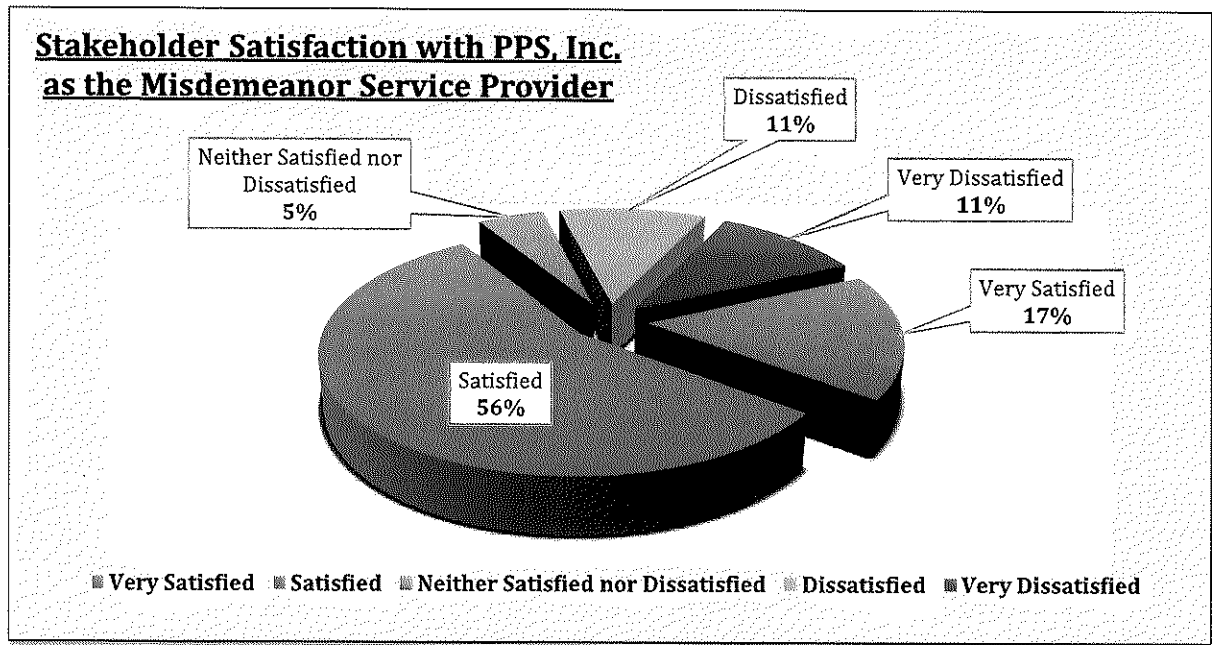
- 83.3% of all participants responded that they **are treated professionally when they are in contact with a PPS office**
- 16.7% responded that they are not treated professionally when in contact with a PPS office

### ***Accuracy of Information from PPS Staff (specifically or generally)***

- 68.4% of participants responded that they **receive accurate information from PPS**
- 10.5% responded that they do not receive accurate information from PPS staff
- 21.1% responded with comments that the court probation officer provides accurate information in comparison to probation officers who do not attend court and discussed the inaccuracy of information collected by probation officers from probationers (i.e., residence, etc.)

A total of 19 stakeholders completed the stakeholder survey. The overall level of satisfaction (Satisfied and Very Satisfied) with PPS was at a rating of 73%.

Table 4. Overall Satisfaction with PPS: Stakeholders



Source: Survey Monkey Consumer Results

**Consumer Survey Results**

Consumers of Professional Probation Services, Inc. (PPS) were provided and encouraged to complete an online survey via Survey Monkey to rate their satisfaction with various services provided by PPS. PPS was provided the survey via an email with a link who in turn provided the survey via text to all consumers. The questions in this survey were established to ascertain if any updates or revisions may be needed with PPS moving forward to enhance the delivery of misdemeanor probation services in Palm Beach County.

There was one consumer survey response received and that participant stated that PPS was **100%** satisfactory for all questions posed to them.

## **Recommendations**

Based on the level of contract compliance and services provided, the Probation Advisory Board provides recommendations to the Criminal Justice Commission regarding the continuation of professional services via contract with Palm Beach County. The following recommendations are intended to enhance deliverables to probationers and increase accountability through the PPS Probation Tracker 2.0 Case Management System.

### ***Probationer Case Files***

1. Ensure CCIS and FDLE checks against registration information regarding sexual predators and sexual offenders are within the approved/agreed upon timeframe for:
  - a. probationers being placed on probation and
  - b. probationers for whom probation is being terminated as successful or unsuccessful

***Scope of Work 4. Intake Requirements – 4.5: Sexual Predators and Sexual Offender***

**Finding:** 9% of sample cases did not have a record check in the electronic case file as proof of an FDLE Sexual Predator and Sexual Offender Registry Search.

2. Ensure if needs are identified on the Needs Assessment that the probationer is either
  - a. referred to services with proof of referral(s) uploaded into probationer's electronic case file in the PPS Probation Tracker 2.0 Case Management System or
  - b. proof of probationer denial of support services is included in the probationer's electronic case file

***Scope of Work 5. Orientation Interview & Intake Assessment – 5.10 Referrals***

**Findings:** 7% of the sample cases did not have an Intake Assessment uploaded.

In 10% of the sample files it was unable to be determined whether there was a needs assessment form within the probationer's case file.

3. Ensure proof of referrals to services is uploaded into the probationer's electronic case file.

***Scope of Work 5. Orientation Interview & Intake Assessment – 5.10 Referrals***

**Finding:** 0% of the sample cases included documentation in the case file indicating the probation officer made a referral to services. None of the nine (9) sample cases wherein needs had been identified on the Intake Needs Assessment form included documentation indicating a referral had been made.

4. Ensure proof of address and verification of employment are uploaded into the probationer's electronic case file and match the Intake Sheet.

*Scope of Work 8. Probation Supervision Requirements*

**Findings:** 51% of sample cases did not include proof that the probationer's current address had been verified.

68% of sample cases for which employment verification was applicable did not include proof in the case file that the probationer's place of employment was verified.

5. Ensure criminal record checks are conducted and documented at least thirty (30) days prior to 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. Additionally, a full file review is required by the probation officer and supervisor thirty (30) days prior to any release with a final criminal record check to be conducted and documented ten (10) days prior to the termination of a case.  
*Scope of Work 8. Probation Supervision Requirements – 8.10 Criminal Record Check Prior to Termination*  
**Findings:** 66% of sample cases reviewed did not contain proof of a criminal history check prior to termination of the case.

6. Ensure that each probationer electronic case file contains the correct documents uploaded with the correct document description and that all required documents are complete.

*Scope of Work 14. Reporting Requirements – 14.7 Computerized Records*

**Findings:** Overall there is room for improvement in documenting the work of the probation officer within probationers' electronic case files in the PPS Probation Tracker 2.0 Case Management System.

7. Identify whether the probationer has an additional case, concurrent, and/or consecutive case.

***Employee Records***

8. Ensure all employee case files have proof of Education.

*Scope of Work 11. Staff Background – 11.3 Minimum Education and Experience*

**Finding:** 43% of new hire employee files reviewed did not include proof of education.

9. Ensure all employees receive the minimum basic training during their first year of hire and provide/maintain such proof.

*Scope of Work 11. Staff Background – 11.3 & Education and Experience & 11.4 Training Program for Continual Improvement*

10. Provide proof of hours in the engagement of ongoing training for each new employee post the first year of their employment.

*Scope of Work 11. Staff Background – 11.5 Continual Training*

11. Provide a list of employees and the number of probationers/cases they have engaged with on a quarterly basis by office location.

### ***Financial***

12. Increase data collection regarding restitution, fines, and court costs. Provide proof of dates when restitution payments have been sent to victims within the probationer's electronic case file.

*Scope of Work 14. Reporting Requirements – 14.4 Individual Case Files and Auditable Financial Records & 14.7 Computerized Records*

### ***Administrative***

13. Provide the meeting minutes of PPS Board of Directors Meetings to the CJC.

*Scope of Work 14. Reporting Requirements – 14.8 Board of Directors Meeting Minutes*

**Finding:** PPS indicated that they do not take minutes of their Board of Directors meetings.

14. Ensure the email distribution of all PPS Monthly and Quarterly Reports and PPS Board of Directors Meeting Minutes to all parties named in the contract.

*Scope of Work 14 Reporting Requirements*

15. Provide a year-end report that summarizes PPS Monthly/Quarterly reports provided throughout the year to include but not limited to:
  - a. Cost of supervision collected
  - b. Fines and courts cost collected
  - c. Number of community services hours worked
  - d. Number of Violations of Probation

16. Create and include a value in the PPS Probation Tracker 2.0 Case Management System that indicates the proof that a Probation Officer scheduled the probationer's initial appointment/meeting in the office unless the Court Order states otherwise.

*Scope of Work 4. Intake Requirements – 4.4 Initial Appointment*

17. Make further updates/improvements to the PPS Probation Tracker 2.0 Case Management System as it relates to reporting functionality (e.g., restitution logs and other financial reports).

*Scope of Work 14. Reporting Requirements – 14.7 Computerized Records*

## Appendix A – Contract Compliance Levels

Article SOW	Contract/SOW Requirement	Data Source	Compliance
A 13	Maintained liability insurance	Copy of insurance provided by PPS	COMPLIANT
A 23	Provided copy of independent financial audit report	Copy of report provided by PPS	COMPLIANT
A 25	Maintained operational licenses for [three] office locations	Copy of licenses provided by PPS	COMPLIANT
A 4	Made two timely payments of \$2,500 for the cost of monitoring	CJC Financial Analyst	COMPLIANT
SOW 2.4/2.5	Operated minimum of office locations	Physical location/address of offices	COMPLIANT
SOW 4.5	Conducted a sexual predator and sexual offender check	PPS Probation Tracker 2.0	PARTIAL: 91%
SOW 5	Performed an initial criminal background check	PPS Probation Tracker 2.0	PARTIAL: 94%
SOW 5	Court event form in file (CEF)	PPS Probation Tracker 2.0	PARTIAL: 99%
SOW 5	Court Order (Probation Order/PTI Agreement) in file	PPS Probation Tracker 2.0	PARTIAL: 97%
SOW 5	Needs assessment form in file	PPS Probation Tracker 2.0	PARTIAL: 83%
SOW 5.9/5.10	Referred probationers to services (if applicable)	PPS Probation Tracker 2.0 and Notes	NON-COMPLIANT
SOW 8	Confirmed current address	PPS Probation Tracker 2.0 and Notes	PARTIAL: 49%
SOW 8	Confirmed employment (if applicable)	PPS Probation Tracker 2.0 and Notes	PARTIAL: 32%
SOW 8	Violation of Probation (VOP) documentation on file (if applicable)	PPS Probation Tracker 2.0	PARTIAL: 97%
SOW 8.10	Performed a criminal record check prior to probation termination	PPS Probation Tracker 2.0	PARTIAL: 34%
SOW 11	Performed criminal background check on new probation officers	PPS personnel files	COMPLIANT
SOW 11	Verified qualifications/eligibility of new probation officers	PPS personnel files	PARTIAL: 57%
SOW 14	Record of probationer contact maintained in electronic database	PPS Probation Tracker 2.0	COMPLIANT
SOW 14	Conditions of probation maintained in electronic database	PPS Probation Tracker 2.0	COMPLIANT
SOW 14.1/14.2/14.8	Provided copies of reports as indicated in the contract	Stakeholder Survey & Email Correspondence	NON-COMPLIANT
SOW 14.3/14.7	Mailed restitution payment to victim within 14 days (if applicable)	Check register, bank statements, cleared checks	COMPLIANT

*Audit Requirement approved by PAB at November 7, 2024, meeting.*



Appendix B – Non-Compliance Details

*Provided copies of reports as indicated in the contract*  
**NON-COMPLIANT**

All reporting requirements require distribution to a minimum of the named parties.  
Board of Directors meeting minutes are required for distribution to named parties.

*Performed initial criminal background check (documented in case file)*  
**PARTIAL: 94%**

293663	613456	636815	684039	710523
353200	615345	658659	689661	713042
582351	619093	669072	708983	720021
585483	619358	683434	710494	737021

*Conducted a sexual predator and sexual offender check (documented in case file)*  
**PARTIAL: 91%**

293663	585483	619358	668584	697573	713042
344164	595497	620240	669072	707429	720021
353200	613745	636815	683434	708983	737021
577951	615345	658659	684039	710494	748496
582351	619093	667217	689661	710523	

*Court event form in case file (CEF)*  
**PARTIAL: 99%**

636815	708983	710494
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*Court Order (Probation Order/PTI Agreement) in case file*  
**PARTIAL: 97%**

293663	598791	636815	708983	737021
579505	624321	697573	710494	

**Needs assessment form in case file****PARTIAL: 83%**

293663	589688	624099	657347	677338	713042
344164	589871	625571	658372	683244	718822
353200	598791	628199	658659	687259	724866
568698	604554	630213	665658	697573	737021
571870	615002	631950	666234	699919	748496
576254	615345	633513	667217	707429	
579489	618877	633901	668584	708983	
582351	619093	634202	669072	710494	
583738	619358	636815	676313	710560	
585483	619505	648828	677315	712600	

**Referred probationers to services (if applicable) - documentation in case file****NON-COMPLIANT**

617272	645858	663172	677307	688521
624296	652668	668354	682837	

**Confirmed current address - documentation in case file****PARTIAL: 49%**

293663	589688	612528	630213	662625	689570
352039	589871	612986	631950	664555	689661
353200	591186	613527	632304	665409	689745
567999	593606	613539	633513	665658	690208
568698	594260	613745	634202	668584	690663
568717	594959	613796	636775	669072	692496
574336	597069	615002	640940	669451	697954
575573	597236	617398	643733	670259	699919
576254	598502	617602	648828	671184	700791
577006	598791	618877	653422	673485	700836
578418	600813	619093	653698	674009	707429
580106	603517	619358	654134	674539	708983
582351	604305	619505	654418	676313	709497
583738	604554	619581	654525	677185	710494
584984	604971	620240	654612	677338	712600
585009	605472	620258	655047	678595	713042
586038	605750	620833	655401	680292	713205
586081	605900	622674	655503	682542	713932
586112	606061	624099	656496	683074	722658
586864	610022	625571	656677	683244	734968
586909	610650	625846	657347	683552	737021
587807	610723	625945	657624	684039	
589038	612514	628199	658659	687259	

**Confirmed employment (if applicable) – documentation in case file****PARTIAL: 32%**

293663	589038	615002	631392	658372	688802
344164	589688	616014	631950	658380	689314
352039	589871	616019	632302	660120	689570
353200	591186	616620	632304	663015	689661
568679	594260	617398	633513	666942	689745
568698	594959	617602	634202	669072	690208
568717	595692	617629	636815	669451	690663
571219	596822	618877	640327	670259	692496
572375	598502	619093	640756	671184	697573
574336	599917	619505	642473	672549	697954
575573	600813	619581	643243	672638	700791
577006	601577	620335	643733	672744	700836
577269	603517	620833	645689	673485	704711
578418	604305	621006	646074	674539	708983
578994	604554	623077	646141	674540	709006
579505	604971	623261	647535	676313	709497
580106	605472	624099	648828	677185	710494
581513	605900	624141	649793	677307	710560
581924	606807	624296	652668	677338	713932
582351	609133	624321	652724	680181	719586
583738	611896	625376	653412	680292	720021
585483	612007	625846	653422	682837	721694
586038	612514	625945	654134	683074	722658
586081	612528	626698	654525	684039	734968
586823	612986	626728	654612	687223	
586864	613456	626757	655078	687228	
587807	613527	627840	655401	687259	
588323	613539	628199	656496	688030	
588370	613796	630253	657347	688521	

**Violation of Probation (VOP) documentation in file (if applicable)****PARTIAL: 97%**

610716	665658	687259	707429
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**Performed a criminal record check prior to probation termination – documentation in case file**

**PARTIAL: 34%**

293663	592863	613527	640940	664555	689314
344164	594260	613539	641016	665335	689570
353200	594959	613796	642473	665409	689661
567999	595497	615002	643243	665658	690663
568698	596822	615345	643733	666234	691886
568717	597236	616019	644078	668584	692496
571219	598502	616620	644256	669072	692665
571870	598791	617398	644717	670259	692829
572375	599917	617629	645689	671184	697573
575463	600813	618877	645858	672638	697954
575573	601281	619132	647535	672744	699919
577000	601577	619358	647781	673485	700836
577006	603517	620335	648828	674203	708302
578418	604305	621006	649793	674540	708983
579448	604554	621562	652668	676313	709006
579505	604971	622674	653412	676665	709497
581924	605472	624296	653422	677142	710494
582351	605750	624721	654134	677185	710523
583738	605971	625846	654418	677315	710560
584205	606061	625945	654612	677338	712600
585009	606807	626199	655078	678595	713042
585483	607513	627840	655401	680181	713205
585597	608006	628879	655503	682542	713712
585731	609133	630213	656496	683244	716747
586081	610022	630253	656677	683434	718822
586112	610650	631356	657347	683822	719586
586909	610716	631363	657624	684039	721133
587807	610723	631392	658380	685011	721694
588323	611995	632302	658615	685312	722658
588370	612007	633901	658659	687223	734968
589038	612514	634202	660120	687229	737201
589688	612986	640327	662258	688030	756908
591186	613456	640756	663172	688802	

**Verified qualifications/eligibility of new probation officers – documentation in employee personnel file**

**PARTIAL: 57%**

LB w/DOH: 2/8/2023

RC w/DOH: 8/19/24

BJ w/DOH: 7/3024

## **Appendix C –Data Collection Methodology**

The monitoring evaluation examined closed misdemeanor probation and pretrial intervention cases for calendar year 2023 through 2024 (January 1, 2023, to December 31, 2024). The evaluation randomly selected electronic case files to collect data from PPS's record management system (Probation Tracker System). Criminal Justice Commission staff commenced the review by first reviewing previously completed monitoring reports and other documentation related to the implementation of misdemeanor probation services in Palm Beach County (e.g., Service Contract, PPS documentation, etc.).

Based on the interviews and the initial review of files, it was determined that the review of probation cases would consist of four components:

1. The review of all probation cases and records that were supervised between January 1, 2023, and December 31, 2024,
2. The review of probation and court documents maintained in the PPS Probation Tracker 2.0 Case Management System, randomly selected from the same timeframe noted above,
3. The review of financial records related to the collection and disbursement of restitution payments; and
4. The determination on if PPS is generally in compliance with the Contracts Scope of for the review of all closed cases, data was collected by way of PPS providing Read Only access to their Probation Tracker System.

Staff also conducted a physical site visit on all three (3) Office Locations (Belle Glade, Delray Beach and West Palm Beach). The sample data set of closed cases (Belle Glade – 24, Delray Beach – 74, & West Palm Beach – 222) was 7.5% of all closed PPS cases derived by using simple random sampling technique in the Statistical Package for the Social Sciences (SPSS).

### **Survey Tools**

A template was created in Survey Monkey where answers to questions were input based on the Service Contracts Scope of Work.

Data was entered by CJC staff, analyzed in Survey Monkey with data summary and further analyzed/verified by CJC staff in Microsoft Excel & SPSS.

It is to be noted that no physical files were reviewed at the three PPS office locations for this monitoring evaluation on contract compliance.

### **Identifying Personal Information (General Characteristics; Social Science)**

Upon reviewing the Probation Tracker 2.0 case management system, staff found data related to the probationer's basic information, such as their full name, date of birth, race, sex, age, and address. The case management system also contained data on socio-economic status, such as the probationer's income, employment status, marital status, and education level. Our review of electronic documents (e.g., court event form, probation intake form, etc.) for the random sample cases also indicated that PPS collected identifying personal

information on the probationers per the intake orientation of probationers as required by the Contracts Scope of Work.

**Unit of Analysis**

Unless otherwise specified in the review, the unit of analysis for this evaluation is either a hardcopy case file or electronic case record, where one file represents one probationer or PTI consumer.

During the evaluation period, it is important to note that some probation or PTI consumers may have been on one or more case at a time. In consultation with PPS staff, it determined that a case would be defined as if the consumer had one or more Palm Beach County Clerk’s case number (e.g., 2024MM12345AXXX) that contained the same probation start and end date. Staff also discovered that in some cases PPS defined a case with multiple start and end dates; however, PPS still considered this as one case based on specific conditions and requirements which occurred prior to the probation end date. As such, staff adopted the Probation Identification Number (PROBID) from the Offender Tracking System to equal one case.

As part of the review method, PPS staff established specific access to the Probation Tracker 2.0 Case Management System by way of Open Database Connectivity (ODBC). Utilizing IBM’s Statistical Package for Social Sciences (SPSS), staff were able to access all tables and variables within the tracker system to conduct the review. In total, staff reviewed and utilized **11 tables** and associated lookup tables (provided below) to conduct the contract monitoring review:

- 1. OFFICES (location of the probation office in the County)
  - a. OFFICES SATELLITE (look up table, West Palm Beach, Delray, Belle Glade)
- 2. PROBATIONER (this is vital, as it includes probation sentence date, start date, term date, and disposition of case as successful or unsuccessful)
  - a. PROBATIONER TYPE (this identifies probation type, adult (or standard), Administration (Mail in), PTI)
  - b. STATUS DETAILS (this table is important as it identifies instances of violation of probation)
    - i. STATUS LIST
  - c. LANGUAGES
  - d. RACE
  - e. STATE
  - f. CONTACTS
- 3. COMMUNITY SERVICES (community service types and hours served)
  - a. COMMUNITY SERVICES DETAILS
- 4. APPOINTMENTS (this relates to appointments scheduled and actual meetings with Probation Officers)
  - a. ACTIVITIES (look up table, types of appointments orientation / intake, office visit, mail in, etc.)
- 5. NOTES
  - a. ACTIVITIES (look up table, see above)
- 6. CHARGES (associated with Charge description)
- 7. OFFENSES (associated with Case Number / Citation Number)

8. COURTS
  - a. COURT ORDERED PROGRAMS (determines specific types of programs as a condition, e.g., dui school, Anger Management, etc.)
  - b. COURT ORDERED PROGRAMS LIST
  - c. JUDGES
9. INVOICES
  - a. INVOICE TYPES (this identifies invoices associated with restitution)
10. PAYMENTS (payments made for court costs, cost of supervision, public defender)
  - a. PAYMENT DETAIL
  - b. PAYMENT METHOD
  - c. PAYMENT TYPES
11. VICTIMS (this table is vital to sending restitution funds to victims)

The initial SPSS query of the PPS Tracker case management system, selected cases where the probation start and term date<sup>1</sup> was between January 1, 2023, and December 31, 2024, or the term date was missing (regardless of when an offender was sentenced to probation, or when they started or ended their period of probation or PTI supervision). <sup>1</sup> Term Date is defined as the date that the Court terminates the probation sentence. Thus, the case is “termed” and is no longer under the supervision of PPS.

The following is an example of the query process:

```
COMPUTE STUDY_23_24 = RANGE(TERM_DATE
,DATE.MDY(01,1,2023),DATE.MDY(12,31,2024)) OR (SYSMIS(TERM_DATE)).
EXECUTE.
VARIABLE LABELS STUDY_23_24 "Research Timeframe - Term Date _ 1 Greater
than / equal to January 1, 2023 or Missing (Open) (SPSS)".
```

Staff excluded probation cases where the probation start date was after December 31, 2024, and the term date was missing, as this would have been a case outside of the review parameters. Selecting missing term dates is also important as it includes cases that may have started prior to January 1, 2023, and remained open at the time of the query (May 19, 2025). The review parameters identified probation cases that were open during the calendar year noted above. The query created an initial dataset referred to as probation status dataset, where one unique Probation ID (PROBID) may contain one or more status records (or rows). Overall, 17,116 observations for the probation status dataset were found.

Staff also created a second dataset by selecting the last status, which describes the status of the case, the Term Date, and the outcome or disposition of the probation case (successful, unsuccessful, revoked, etc.). Overall, this accounted for 5,994 observations in the probation case dataset. Outcomes and dispositions are one of the same and refer to whether the case, when terminated, was terminated successfully or unsuccessfully. An example of an unsuccessful case can include a Violation of Probation (VOP), where the probationer committed a new crime or the probationer failed to meet their court conditions of probation.





**CONTRACT FOR  
MISDEMEANOR PROBATION SERVICES  
(Contract No. 22-069/MD)**

This Contract No. 22-069/MD is made as of this 22 day of November, 2022, 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 Professional Probation Services, Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

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

**ARTICLE 1 - SERVICES**

The CONTRACTOR's responsibility under this Contract is to provide misdemeanor probation services for offenders sentenced to a period of misdemeanor probation or for offenders assigned to pretrial intervention to the Criminal Justice Commission in accordance with Exhibit A, Scope of Work/Services, and Exhibit B, CONTRACTOR's proposal dated September 27, 2022, both of which are attached hereto and incorporated herein.

The COUNTY's representative/liaison during the performance of this Contract shall be Regenia Herring, Executive Director, telephone number (561) 355-4943 or designee.

The CONTRACTOR's representative/liaison during the performance of this Contract shall be C. Keith Ward, CEO, telephone number (678) 218-4100.

**ARTICLE 2 - ORDER OF PRECEDENCE**

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the Contract, including Exhibits A and C; (2) the provisions of RFP No. 22-069/MD and all Amendments thereto, which are incorporated into and made a part of this Contract; (3) Exhibit B, CONTRACTOR's proposal dated September 27, 2022; and (4) all other documents, if any, cited herein or incorporated herein by reference.

**ARTICLE 3 - SCHEDULE**

The CONTRACTOR shall commence services on December 4, 2022, and complete all services by December 3, 2025, with two (2) one (1) year options for renewal at the sole discretion of the COUNTY.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A.

#### **ARTICLE 4 - PAYMENTS TO COUNTY**

The CONTRACTOR shall pay to the COUNTY the amount of Five Thousand Dollars and no cents (\$5,000) per year for each Contract year, including any renewals. The CONTRACTOR shall make equal payments of Two Thousand Five Hundred Dollars and no cents (\$2,500) before the end of the last workday of each six (6) month period of the Contract.

#### **ARTICLE 5 - THEFT AND FRAUD FIDELITY BOND**

The CONTRACTOR shall furnish, to the COUNTY, an Employee Theft and Fraud Fidelity Bond in the amount of **\$100,000**, prior to the commencement of work, and shall keep the bond in full force and effect during the entire term of the Contract or until financial obligations are satisfied, whichever comes first.

#### **ARTICLE 6 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS**

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, F.S., in the same manner as a second degree misdemeanor.

#### **ARTICLE 7 - TERMINATION**

- A. This Contract may be terminated by the CONTRACTOR upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR.
- B. This Contract may also be terminated, in whole or in part, by the COUNTY, **with cause** upon five (5) business days written notice to the CONTRACTOR or **without cause** upon ten (10) business days written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the COUNTY's satisfaction through the date of termination.

- C. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONTRACTOR shall:
1. Stop work on the date and to the extent specified.
  2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
  3. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
  4. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 8 - PERSONNEL**

The CONTRACTOR 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 the CONTRACTOR, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR's key personnel, as may be listed in Exhibit B, CONTRACTOR's proposal, attached hereto and incorporated herein, 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.

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

All of the CONTRACTOR's personnel (and all subcontractors) will comply with all COUNTY requirements governing conduct, safety, and security while on COUNTY premises.

#### **ARTICLE 9 - CRIMINAL HISTORY RECORDS CHECK**

The CONTRACTOR, CONTRACTOR's employees, subcontractors of CONTRACTOR and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R-2013-1470 and R-2015-0572, as amended. The CONTRACTOR is solely responsible for understanding the financial, schedule, and/or staffing implications of this Ordinance. Further, the

CONTRACTOR acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the CONTRACTOR(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONTRACTOR shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the CONTRACTOR or its subcontractor(s) terminates an employee who has been issued a badge, the CONTRACTOR must notify the COUNTY within two (2) hours. At the time of termination, the CONTRACTOR shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONTRACTOR if the CONTRACTOR: 1) does not comply with the requirements of County Code Section 2-371 – 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONTRACTOR employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

#### **ARTICLE 10 - SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek additional small business enterprises (SBEs) for participation in subcontracting opportunities. If the CONTRACTOR uses any subcontractors on this project, the following provisions of this Article shall apply:

- A. If the CONTRACTOR uses subcontractors, CONTRACTOR must ensure that all subcontractors are registered as vendors in the COUNTY's Vendor Self Service System. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in the COUNTY's Vendor Self Service System.
- B. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

**ARTICLE 11 - EQUAL BUSINESS OPPORTUNITY PROGRAM COMPLIANCE - PENALTIES**

It is the policy of the Board of County Commissioners that all segments of its business population including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the COUNTY's procurement process, prime contract and subcontract opportunities. In pursuance of that policy, the Board of County Commissioners adopted an Equal Business Opportunity (EBO) Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code. The EBO Ordinance sets forth the COUNTY's requirements for the EBO program, and is incorporated herein and made part of this Contract. Non-compliance with the EBO Ordinance must be corrected within fifteen (15) days of notice of non-compliance. Failure to comply with the EBO Ordinance may result in any of the following penalties:

- Suspension of Contract;
- Withholding of funds;
- Termination of the Contract based upon a material breach of contract pertaining to the EBO Program compliance;
- Suspension or debarment of CONTRACTOR from eligibility for providing goods or services to the COUNTY for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the Contract, and the dollar value of S/M/WBE participation as actually achieved, if applicable.

The CONTRACTOR must adhere to the Affirmative Procurement Initiatives (APIs), if any, as incorporated herein as Exhibit C. Failure to comply with this Article 11 is a material breach of this Contract.

- i. CONTRACTOR shall report all subcontractor payment information on EBO Schedules 3(A) and 4, or as otherwise required by EBO, and, when the EBO portal is available, input subcontractor payment information directly into the COUNTY's contract management system.

CONTRACTOR shall pay subcontractors undisputed amounts within ten (10) days after COUNTY pays the CONTRACTOR. In the event of a disputed invoice, the CONTRACTOR shall send the subcontractor(s) and COUNTY a written notice of the dispute within five (5) days after receipt of the subject invoice.

- ii. CONTRACTOR must notify the Office of EBO of changes in S/M/WBE utilization and get prior approval for any substitutions.

The CONTRACTOR agrees to pay its subcontractors/subconsultants in compliance with the Florida Prompt Payment Act. In the event CONTRACTOR fails to comply with payments(s) to its subcontractors/subconsultants in accordance with the Florida Prompt Payment Act, CONTRACTOR shall be subject to any and all penalties and sanctions

available under the terms of the EBO Program, its contract with the COUNTY, or any other applicable law.

The Office of EBO has the right to review CONTRACTOR's records and interview subcontractors/subconsultants.

**Failure to comply with this Article 11 is a material breach of this Contract.**

#### **ARTICLE 12 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will provide an exemption certificate submitted by the CONTRACTOR. 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 Contract.

#### **ARTICLE 13 - INSURANCE REQUIREMENTS**

Prior to execution of this Contract, the CONTRACTOR shall provide evidence of the following minimum required insurance coverage and limits (such as through a Certificate of Insurance) to COUNTY, c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415, Attention: Megan Davis, Buyer, until otherwise notified by the COUNTY.

The CONTRACTOR shall maintain at its sole expense, in force and effect, at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the Contract. CONTRACTOR agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. **Commercial General Liability:** CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. **Additional Insured Clause:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

- C. **Business Auto Liability:** CONTRACTOR shall maintain Business Auto Liability at a limit of liability not less than **\$500,000** Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONTRACTOR owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONTRACTOR to maintain only Hired & Non-Owned Auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the CONTRACTOR indicating either the CONTRACTOR does not own any vehicles, and if vehicles are acquired throughout the term of the Contract, CONTRACTOR agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.
- D. **Workers' Compensation Insurance & Employer's Liability:** CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
- E. **Professional Liability:** CONTRACTOR 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 CONTRACTOR's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONTRACTOR warrants the Retroactive Date equals or preceded 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, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve the CONTRACTOR of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims – made" form. If coverage is provided on a "claims – made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.
- F. **Waiver of Subrogation:** CONTRACTOR 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 CONTRACTOR shall 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 includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

- G. **Certificates of Insurance:** Prior to each subsequent renewal of this Contract, within forty-eight (48) hours of a request by COUNTY, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the CONTRACTOR shall deliver to the COUNTY a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in force and effect. The Certificate Holder shall read:

Palm Beach County Board of County Commissioners  
Insurance Compliance  
PO Box 100085 - DX  
Duluth, GA 30096

- H. **Umbrella or Excess Liability:** If necessary, CONTRACTOR may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under the Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability policy; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. CONTRACTOR agrees to endorse COUNTY as an "Additional Insured" on the Umbrella or Excess Liability policy, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a pure/true "Follow-Form" basis.
- I. **Right to Revise or Reject:** 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 14 - INDEMNIFICATION**

CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorney's 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 CONTRACTOR.

#### **ARTICLE 15 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract 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 the CONTRACTOR 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, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

#### **ARTICLE 16 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. 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 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.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONTRACTOR.

#### **ARTICLE 17 - CONFLICT OF INTEREST**

The CONTRACTOR 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 or services required hereunder, as provided for in Chapter 112, Part III, F.S. and the Palm Beach County Code of Ethics. The CONTRACTOR further represents that no person having any conflict of interest shall be employed for said performance or services.

The CONTRACTOR shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the CONTRACTOR'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 the CONTRACTOR 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 the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR 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 the CONTRACTOR under the terms of this Contract.

## **ARTICLE 18 - PERFORMANCE DURING EMERGENCIES / EXCUSABLE DELAYS**

The CONTRACTOR 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 the CONTRACTOR, or its subcontractor(s), and 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 the CONTRACTOR's request, the COUNTY shall consider the facts and extent of any failure to perform the work; and, if the CONTRACTOR's failure to perform was without it or its subcontractors' 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.

Notwithstanding anything in the foregoing to the contrary, the CONTRACTOR agrees and promises that, immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, the COUNTY shall be given "first priority" for all goods and services under this Contract. CONTRACTOR agrees to provide all goods and services to the COUNTY immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this Contract on a "first priority" basis. CONTRACTOR shall furnish a 24-hour phone number to the COUNTY. Failure to provide the goods or services to the COUNTY on a first priority basis immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute breach of Contract and subject the CONTRACTOR to sanctions from doing further business with the COUNTY.

## **ARTICLE 19 - ARREARS**

The 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 Contract.

## **ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONTRACTOR 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.

The CONTRACTOR agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this Contract which have been created as a part of the CONTRACTOR's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the CONTRACTOR or by or in conjunction or consultation with any other party

whether or not a party to this Contract, whether or not in privity of contract with the COUNTY or CONTRACTOR, and wherever located shall be the property of the COUNTY.

To the extent allowed by Chapter 119, F.S., 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 the CONTRACTOR 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 bases, reports and other data developed or purchased under this Contract for the COUNTY, 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 21 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONTRACTOR 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 the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'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.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Contract.

#### **ARTICLE 22 - CONTINGENT FEE**

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, 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 the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

## **ARTICLE 23 - PUBLIC RECORDS, ACCESS AND AUDITS**

The COUNTY shall have the right to request and review CONTRACTOR's books and records to verify CONTRACTOR's compliance with this Contract, adherence to the EBO Program and its proposal. The COUNTY shall have the right to interview subcontractors and workers at the work site to determine Contract compliance. The CONTRACTOR shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of the Contract. CONTRACTOR shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for five (5) years after project completion date. The COUNTY and the Palm Beach County Inspector General shall have access to such records as required in this Article for the purpose of inspection or audit during normal business hours, in Palm Beach County at any reasonable time during the five (5) years.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONTRACTOR: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), F.S.**, the CONTRACTOR shall comply with the requirements of Section 119.0701, F.S., as it may be amended from time to time. The CONTRACTOR is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY's Custodian of Public Records (COUNTY's Custodian) or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, 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 or as otherwise provided by law. The CONTRACTOR further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- 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 public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
- D. Upon completion of the Contract, the CONTRACTOR shall transfer, at no cost to the COUNTY, all public records in possession of the CONTRACTOR unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the

COUNTY 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 public records. All records stored electronically by the CONTRACTOR must be provided to COUNTY, upon request of the COUNTY's Custodian or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

CONTRACTOR acknowledges that it has familiarized itself with the requirements of Chapter 119, F. S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the CONTRACTOR to comply with the requirements of this Article, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

**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, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**

#### **ARTICLE 24 - NON-DISCRIMINATION**

**A. Employer Non-Discrimination**

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, the CONTRACTOR warrants and represents that throughout the term of the Contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

**B. Commercial Non-Discrimination**

As a condition of entering into this Contract, the CONTRACTOR represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the CONTRACTOR shall not discriminate on the basis of race, color,

national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONTRACTOR retaliate against any person for reporting instances of such discrimination. The CONTRACTOR shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach County. The CONTRACTOR understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR shall include this language in its subcontracts.

#### **ARTICLE 25 - AUTHORITY TO PRACTICE**

The CONTRACTOR 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 26 - 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 27 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors 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 thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

#### **ARTICLE 28 - SCRUTINIZED COMPANIES**

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers,

subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

- B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

#### **ARTICLE 29 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY's notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost 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 the CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs, in writing, the CONTRACTOR 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 the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed on behalf of Palm Beach County.

#### **ARTICLE 30 - NOTICE**

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

Melody Thelwell, Director  
Purchasing, Palm Beach County  
50 South Military Trail, Suite 110  
West Palm Beach, FL 33415

With a copy to:

Regenia Herring, Executive Director  
Criminal Justice Commission  
301 N. Olive Ave., 10th Floor  
West Palm Beach, FL 33401

If sent to the CONTRACTOR, notices shall be addressed to:

Connor Cox, President  
PPS Corporate Offices  
327 S. Hill Street, Building A  
Buford, GA 30518

### **ARTICLE 31 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONTRACTOR 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 the Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 29 - Modifications of Work.

### **ARTICLE 32 - REGULATIONS; LICENSING REQUIREMENTS**

The CONTRACTOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONTRACTOR 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.

### **ARTICLE 33 - COUNTERPARTS**

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. CONTRACTOR shall execute by manual means only, unless the COUNTY provides otherwise.



#### **ARTICLE 34 - E-VERIFY – EMPLOYMENT ELIGIBILITY**

CONTRACTOR warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov) and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of CONTRACTOR's subconsultants performing the duties and obligations of this Contract are registered with the E-Verify System and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.


CONTRACTOR shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CONTRACTOR shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

COUNTY shall terminate this Contract if it has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that CONTRACTOR's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONTRACTOR to terminate its contract with the subconsultant and CONTRACTOR shall immediately terminate its contract with the subconsultant. If COUNTY terminates this Contract pursuant to the above, CONTRACTOR shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, CONTRACTOR shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

**THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY**

**IN WITNESS WHEREOF**, the Director of Purchasing of Palm Beach County, Florida, on behalf of the COUNTY, and the CONTRACTOR have executed this Contract on the day and year above written.

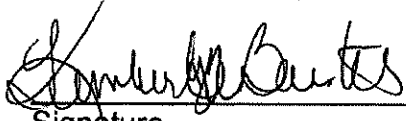
PALM BEACH COUNTY, FLORIDA FOR ITS  
BOARD OF COUNTY COMMISSIONERS  
BY MELODY THELWELL  
DIRECTOR OF PURCHASING

  
\_\_\_\_\_  
Melody Thelwell, Director

WITNESSES:

  
\_\_\_\_\_  
Signature

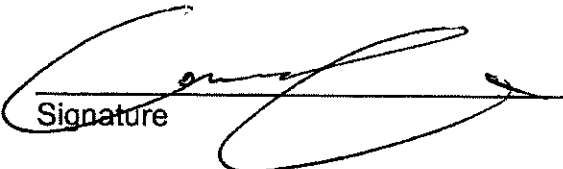
Keith Ward  
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Name (type or print)

  
\_\_\_\_\_  
Signature

Kimberly W. Bannister  
\_\_\_\_\_  
Name (type or print)

CONTRACTOR:


Professional Probation Services, Inc.  
\_\_\_\_\_  
Company Name

BY:   
\_\_\_\_\_  
Signature

Connor Cox  
\_\_\_\_\_  
Typed Name

President  
\_\_\_\_\_  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY:   
\_\_\_\_\_  
County Attorney

**EXHIBIT A**  
**SCOPE OF WORK/SERVICES**  
**Contract No. 22-069/MD**

**1. PURPOSE OF THE PROJECT**

CONTRACTOR shall administer all aspects of the misdemeanor probation services/program in Palm Beach County for offenders sentenced to a period of misdemeanor probation or for offenders assigned to pretrial intervention.

**2. GENERAL REQUIREMENTS**

The CONTRACTOR shall:

- 2.1 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.
- 2.2 Provide all equipment, supplies, office space, and other items/materials required to professionally maintain the misdemeanor probation program.
- 2.3 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 Criminal Justice Commission (CJC).
- 2.4 Maintain at least three (3) offices within Palm Beach County to ensure efficient service to their clientele. One (1) office shall be maintained in the West Palm Beach area, one (1) in the Delray Beach area, and one (1) in the Belle Glade area. In addition, the COUNTY shall review CONTRACTOR'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 CJC.
- 2.5 Have flexible hours of operation that accommodate immediate intake interviews referred to CONTRACTOR 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, CONTRACTOR shall maintain the following hours of operation: three (3) extended hours per week for reporting, where offices are opened past 5:00 p.m. during the work week (Monday – Friday) and/or on Saturday.

- 2.6 Establish intake, orientation, supervision, staffing, pretrial intervention supervision requirements, pre-sentence investigation reporting, and case load requirements as noted below.

### **3. PRE-SENTENCE INVESTIGATION REPORTING**

The sentencing judge may from time to time request CONTRACTOR to prepare a pre-sentence investigation report on an individual prior to sentencing. Upon such request, CONTRACTOR shall make the report, in writing, at the time specified by the Court. The report shall include, but not be limited to, the following: 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.

- 3.1 Complete description of the situation surrounding the criminal activity for which the defendant has been charged.
- 3.2 Social history to include education, employment, family relationship, marital status, residence, and financial status.
- 3.3 Prior criminal history via defendant's statement and records check. Note: National Crime Information Center/Florida Crime Information Center (NCIC/FCIC) may be requested from the State Attorney by the judge.
- 3.4 A recommendation as to disposition by the Court. CONTRACTOR shall give a rationale for the recommendation.

### **4. INTAKE REQUIREMENTS**

CONTRACTOR shall conduct intake interviews of probationers as follows:

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. To the extent possible, the CJC of Palm Beach County will assist CONTRACTOR in identifying and securing interview space within each Courthouse and the jail.

- 4.1 Intake interviews shall be conducted by a probation officer or an intake officer. Immediately following sentencing, or as ordered by the sentencing court, 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.
- 4.2 For mail in clients, CONTRACTOR shall instruct the client of the conditions of probation or pretrial intervention program by whatever 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.

- 4.3 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.
- 4.4 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.
- 4.5 When the Court places an offender on misdemeanor probation pursuant to Florida Statutes Chapter(s) 948.01 and 948.15, CONTRACTOR 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 Florida Statutes Chapter 943.04352. The CONTRACTOR may conduct the search using the internet site maintained by the Florida Department of Law Enforcement (FDLE).
- 4.6 The initial appointment shall occur within fourteen (14) days after the intake interview is completed.

## **5. INITIAL APPOINTMENT (ORIENTATION)**

CONTRACTOR shall conduct initial appointment interviews of probationers as follows:

Initial appointment interviews must be conducted by a probation officer who will be responsible for monitoring the probationer. 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.

The probation officer or intake officer shall complete the following tasks as part of the initial appointment interview:

- 5.1 Verify the accuracy and completeness of the information collected during the intake interview and documented in the case file.
- 5.2 Document additional personal information.
- 5.3 Document current offenses.
- 5.4 Document prior arrest history.

- 5.5 Document current employment status.
- 5.6 If applicable, document current employer's name and location.
- 5.7 Administer a risk/need assessment to determine whether the offender requires further assistance that has not already been identified by the sentencing court. The contents of the risk/need assessment form must be approved by the CJC. Probation and pretrial intervention clients must complete the risk/need assessment form.
- 5.8 Discuss all financial obligations of probationer, including but not limited to, reviewing probationer's income and expenditures, and establishing a budget and payment plan to ensure compliance with court-ordered fines, restitution, etc.
- 5.9 Discuss and establish a plan to complete community service hours if this is a designated condition of probation. The plan shall include a referral to a community service program agency and provide for completion of all the mandated hours at least two (2) weeks prior to expiration of the term of probation.
- 5.10 Provide a referral for drug, alcohol, and mental health evaluation and/or treatment, and job service referral, if necessary. Referrals of any type, whether court ordered or not will be documented and enclosed in the probationer's case file.

## **6. SUPERVISION CLASSIFICATION**

CONTRACTOR shall supervise each offender based on the assigned level of supervision or classification assigned by the sentencing court as noted below under each supervision requirement.

MAXIMUM SUPERVISION – the CONTRACTOR shall perform/require and document the following for a probationer in this class:

- a. A minimum of one (1) monthly field contact (residential and/or employment location) by the officer supervising the case;
- b. A monthly reporting by probationer to the officer supervising the case. Probationer shall submit a written, monthly report;
- c. Enforce special conditions as required by the sentencing court; and
- d. Ensure the probationer is in compliance with standard conditions of probation as specified in Florida Statutes Chapter 948.03.

STANDARD (MINIMUM) SUPERVISION – a probationer is in this class unless classified as MAXIMUM, MAIL IN, or ADMINISTRATIVE class. The CONTRACTOR shall

perform/require and document all the items listed for MAXIMUM SUPERVISION above except for item a.

MAIL IN SUPERVISION – the CONTRACTOR shall provide the conditions of probation for this class at the intake interview, eliminating the need for an initial appointment. The CONTRACTOR shall perform/require and document the following for a probationer in this class:

- a. Report to CONTRACTOR by mail once per month, or as ordered by the Court. 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.
- b. A case may be considered eligible for mail in supervision if the probationer resides in another state or county (Interstate Compact Rules must be followed) 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.
- c. The following criteria are to be utilized for reclassifying a probation case from standard to mail in:
  1. The probationer has derived the maximum benefit from standard supervision and has complied with specified conditions of probation; and,
  2. The probationer completed a minimum of three (3) months of a minimum supervision classification; or
  3. The Court has ordered mail in probation.

ADMINISTRATIVE SUPERVISION – this class is a form of non-contact or non-reporting probation. Probationers in this class are typically sentenced to a period of supervision between thirty (30) to sixty (60) days. They are also required to pay all court ordered costs, cost of supervision, and complete all court ordered conditions associated with their sentence.

The CONTRACTOR shall perform/require and document the following for a probationer in this class:

- a. Conduct an intake interview to explain in detail their conditions of probation. CONTRACTOR shall prepare a case file.

- b. Enforce special conditions of probation as required by the sentencing court.
- c. Ensure compliance with standard conditions of probation as specified in Florida Statutes Chapter 948.03.
- d. Conduct all of the necessary background checks as set forth in Section 4.4, INTAKE REQUIREMENTS above.
- e. Conduct a criminal records check monthly throughout the probationary period to ensure no new arrest has occurred.

PRETRIAL INTERVENTION SUPERVISION – a probationer in this class shall generally meet the criteria for STANDARD or MAIL IN supervision as determined in the deferred prosecution agreement when referred by the State Attorney's Office.

The length of time, costs, and conditions of the deferral shall be contained in the agreement. CONTRACTOR shall ensure that violations of the agreement are reported to the State Attorney's office.

VIOLATION OF SUPERVISION – the CONTRACTOR shall report all violations of the terms and conditions of probation to the sentencing judge as soon as possible but, in no instance shall it be later than five (5) days from the date of the violation for appropriate disposition in accordance with Florida Statutes Chapter 948.06.

CONTRACTOR shall conduct a statewide criminal records check monthly for the first year probationer is on violation status, every six (6) months for year two (2) – five (5) probationer is in violation status and annually thereafter.

After every effort has been made to address the offender's lack of compliance, CONTRACTOR shall commence violation of probation or rejection proceedings for pretrial intervention clients.

All necessary documents and information will be assembled by a probation officer or intake officer to support the violation of probation or rejection procedure.

As directed by the Court and/or State Attorney, a probation officer shall attend any County Court proceedings and provide testimony regarding a violation of probation and rejections associated with the pretrial intervention program.

## **7. RESTITUTION, FINES, AND COURT COSTS**

The CONTRACTOR shall:

- 7.1 Provide the highest priority to assessment, collection and disbursement of restitution to victims of crimes and shall monitor payments of court costs, fines, and the cost of supervision fees.



- 7.2 Maintain separate and distinct accounts for all monies collected for court costs and fines.
- 7.3 Provide detailed reporting on the collection and transfer of court costs and fines using acceptable accounting methods.
- 7.4 Electronically transfer collected court costs and fines at least twice weekly to the Clerk of the Circuit Court and Comptroller using specifications outlined by the Clerk of the Circuit Court and Comptroller's Office. The use of court costs and fines for any other purpose other than transfers to the Clerk of the Circuit Court and Comptroller's Office is strictly prohibited. The misappropriation of these funds may result in the termination of this service contract and may result in criminal prosecution of responsible employees or agents of the CONTRACTOR.
- 7.5 Provide effective oversight of the conversion of court costs and fines to community service. This oversight includes the pre-authorization of acceptable community service vendors and follow-up to ensure authentication of compliance and completion.
- 7.6 Maintain accurate records that account for completed community services; including the name of probation client, contact information of client, community service vendor, contact name and information of community service vendor, letter confirming completion of community service, name and contact information of probation officer and record of conversion (court costs or fines = x hours of community service).
- 7.7 Maintain a separate and distinct account for all restitution monies collected from probation clients. Detailed reporting on the collection and disbursement of restitution funds to victims via the Crime Compensation Trust Fund in Tallahassee using acceptable accounting methods is required.
- 7.8 Maintain accurate records of all transactions associated with the collection and disbursement of restitution funds as ordered by the Court. The use of restitution funds for any other purpose other than payments to victims of crime and the Crime Compensation Trust Fund is strictly prohibited. The misappropriation of these funds may result in the termination of this service contract and may result in criminal prosecution of responsible employees or agents of the CONTRACTOR.
- 7.9 Provide effective oversight of the management of the restitution funds. Accurate records that account for all transactions related to the collection and disbursement of restitution funds; including the name of probation client, contact information of client, name and contact information of victim, restitution amount ordered by Court, date of payment by client, amount of balance owing, date payment made to victim and/or Crime Compensation Trust Fund (date payment mailed to victim) are required. Maintain accurate records to track the

unsuccessful payments to victims and the Crime Compensation Trust Fund. Restitution payments must be mailed to victims within fourteen (14) days of receipt of payment from probation client.

- 7.10 Make a quarterly report of all restitution payments made, where the victim cannot be located for disbursement.
- 7.11 Forward any restitution payments to victims that are unclaimed and returned to CONTRACTOR to the Crimes Compensation Trust Fund in Tallahassee.
- 7.12 Not accept cash from a probationer for restitution, fines and court costs.

## **8. SUPERVISION REQUIREMENTS**

The services to be provided in this Contract do not include the direct provision of residential or outpatient rehabilitation treatment programs.

The CONTRACTOR's probation officer shall complete the following tasks as part of the supervision of the probationers/offenders and to ensure compliance with all conditions of probation:

- 8.1 Following the initial appointment interview, the probation officer shall 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 CONTRACTOR's case management system.
- 8.2 Coordinate with the community service program agency for monitoring of the probationer's or pretrial defendant's community service obligations.
- 8.3 Ensure that all defendants have equal access to all probation programs and activities.
- 8.4 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, CONTRACTOR shall immediately notify the sentencing court.
- 8.5 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 (30) days of the probation period, unless specifically waived by the Court. Copies of residence verification documents shall be placed in each probationer's file.

- 8.6 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.
- 8.7 Ongoing verification of the probationer's financial status shall be conducted, especially when problems related to finances have been identified.
- 8.8 Identify a certified substance abuse testing laboratory or method to which CONTRACTOR will refer the probationers for testing. Changes to the current testing method must be disclosed and approved by the CJC. The cost of testing must remain nominal for the offender and should not significantly exceed other County testing fees.
- 8.9 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 CONTRACTOR shall provide direction and assistance in obtaining this education and training. Job placement information shall also be provided by CONTRACTOR for all unemployed probationers.
- 8.10 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. CONTRACTOR shall conduct a Statewide criminal record check using any appropriate Statewide database system prior to requesting an early termination of probation, at least thirty (30) 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. A full file review will be conducted by the officer and supervisor thirty (30) days prior to any release to ensure all obligations have been met and then a final criminal record check will be conducted ten (10) days prior to termination of the case.
- 8.11 Termination shall not be recommended 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. If this event does occur, CONTRACTOR shall be responsible for the payment of any remaining restitution, fines or costs unless waived, for good cause, by the sentencing court. Additionally, CONTRACTOR will notify CJC, Courts, and the victim in the incident.
- 8.12 In any case where the sentencing court's jurisdiction has been lost prior to all conditions of probation being satisfied by the probationer, CONTRACTOR 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 CONTRACTOR's letterhead outlining in detail the efforts made by that counselor to seek compliance with the terms of probation.

- 8.13 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.
- 8.14 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. CONTRACTOR shall 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. CONTRACTOR must transfer supervision of defendants residing in other states by rules of Interstate Commission for Adult Offender Supervision. ([www.interstatecompact.org](http://www.interstatecompact.org))
- 8.15 The CONTRACTOR shall update training material that directs staff that are responsible for working with interstate compacts (transferring cases out of State) that they attend and complete interstate compact training when offered by the Florida Department of Corrections.

## **9. CASELOAD REQUIREMENTS**

CONTRACTOR shall continually meet the requirements below regarding the number of clients per officer or team, regardless of the number of cases. Continuous supervision must be maintained.

- 9.1 Supervisors will monitor the continuous supervision of a defendant by:
  - a. Assigning new cases to an officer who is not scheduled for leave;
  - b. Immediately re-assigning responsibility for the supervision and management of a caseload if the assigned officer is absent due to extended illness, disability, termination of employment, or other absence; and/or;
  - c. Assigning or re-assigning investigations, violation, or field contacts, to other staff until the assigned officer returns. Short-term absences of two (2) weeks or less may be covered by the immediate supervisor or a designated officer.
- 9.2 Maximum Supervision clients shall be supervised by probation officers whose client case load shall not exceed one hundred (100) clients per officer or team.
- 9.3 Standard Supervision clients shall be supervised by probation officers whose case load shall not exceed two hundred twenty-five (225) clients per officer or team.

- 9.4 Mail In Supervision clients shall be supervised by probation officers whose case load shall not exceed two hundred twenty-five (225) clients per officer or team.
- 9.5 Administrative Supervision clients shall be supervised by probation officers whose case load shall not exceed two hundred twenty-five (225) clients per officer or team.
- 9.6 Pretrial supervision clients shall be supervised by probation officers whose case load shall not exceed two hundred twenty-five (225) clients per officer or team.
- 9.7 Supervisory staff shall conduct semi-annual (or every six (6) months) reviews of random case files to ensure that probation officers are monitoring conditions of supervision for probation and pretrial intervention cases.
- 9.8 Supervisory staff shall conduct a case review of new cases within thirty (30) days of the first interview with a probation officer to determine whether the case file has in place all the information needed to supervise the probation client as per the court order and specific conditions set by the Court.

**10. STAFFING REQUIREMENTS**

CONTRACTOR shall maintain an adequate number of trained personnel to ensure that:

- a. Court coverage will be provided as needed and/or as directed by the CJC and/or the county administrative judge;
- b. Professional program records and fiscal management are maintained during the course of the contract;
- c. Probation officers are at the educational levels required below in paragraph 4.11.3 and in sufficient quantity to meet the case load levels indicated for each classification;
- d. Bilingual probation officers or interpreters are available for Spanish and Haitian probationers.

**11. STAFF BACKGROUND**

- 11.1 All CONTRACTOR staff shall undergo a National Crime Information Center (NCIC) 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. This NCIC background check will be conducted prior to hiring an employee and every twelve (12) months after hiring.





11.2 CONTRACTOR 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.

11.3 CONTRACTOR shall ensure that the employees meet the following minimum education and experience requirements for the following positions:

**Intake officer:**

A high school diploma or equivalent recognized certification and a minimum of nine (9) months of work related experience.

**Probation Officer:**

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.

The CJC shall be the determining authority for decisions relative to equivalency for the four (4) year degree requirement. Their decision will be made on a case-by-case basis. CONTRACTOR retains the obligation to present the employee's career development program, work related experience, training, or college credits for the CJC's consideration.

11.4 CONTRACTOR shall provide a training program for probation officers that assures continual improvement and meets changing requirements of misdemeanor probation and pretrial intervention supervision.

11.5 CONTRACTOR 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.

11.6 CONTRACTOR shall report the arrest of all employees associated with this contract to the COUNTY within seventy-two (72) hours of becoming aware of the arrest of one (1) or more of its employees. If necessary, the CONTRACTOR shall establish policies that all employees must report if they were arrested while employed with the CONTRACTOR, at the first reasonable opportunity – within twenty-four (24) hours of arrest or the first day they return to work.

**12. COST OF SUPERVISION**

12.1 CONTRACTOR 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 Statutes. The cost of supervision may be modified by written permission of the Chief Judge and may be reviewed annually. Nothing contained herein shall preclude CONTRACTOR from establishing a sliding scale fee for those probationers not able to meet the minimum cost of supervision fee established in Florida Statutes.

- 12.2 The sentencing court may, at its discretion, order that the cost of supervision fees be waived in cases involving indigent probationers and CONTRACTOR agrees to accept such cases.
- 12.3 The COUNTY assumes no liability to CONTRACTOR 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 CONTRACTOR.

### **13. CRIMINAL JUSTICE COMMISSION**

The Board of County Commissioners has directed the CJC to monitor and oversee the provisions of this Contract. Additionally, the CJC will recommend to the Board of County Commissioners whether or not to continue the Contract, renegotiate the Contract, or solicit for a new Contract. The CJC may, from time to time, make suggestions and recommendations for the addition, deletion, or modification of probation programs or services. CONTRACTOR shall cooperate with the CJC and provide operational and fiscal impacts at the CJC'S direction. When required, the CJC shall seek direction from the Board of County Commissioners in the initiation of new programs or services.

- 13.1 CONTRACTOR shall implement modifications to its procedures and records as may be requested by the CJC.
- 13.2 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 CJC and CONTRACTOR.
- 13.3 The COUNTY may desire to implement an electronic monitoring program during the course of this Contract. It is anticipated that specifics of the program would be the result of a cooperative effort of the CJC and CONTRACTOR.

### **14. REPORTING REQUIREMENTS**

CONTRACTOR shall submit a quarterly report for each office location to the Chief Judge, Probation Advisory Board Chair, and the CJC Executive Director. The quarterly report shall contain the following information for the specific quarter being reported:

- a. caseload ratio as noted in Section 4.9 above
- b. list of active employees by job title and years of experience (reporting on new hires and employees who have been terminated or have left)

- c. active caseload by type of case and location summaries
- d. community service hours ordered and satisfied
- e. restitution ordered and satisfied
- f. restitution delivered within fourteen (14) days
- g. unclaimed restitution
- h. cases closed
- i. type of termination
- j. violation cases past term
- k. detailed report on court costs, fines and paid community service payments
- l. community services hours worked or paid in lieu of hours worked

14.1 CONTRACTOR shall provide reports to the Chief Judge, Probation Advisory Board Chair and CJC Executive Director as required by Florida Statutes Chapter 948.15 and all other reports as required in this Contract with the COUNTY.

14.2 CONTRACTOR shall provide monthly reports to the Criminal Justice Commission's Executive Director and Research and Planning Manager. The reports will provide a breakdown of probation and PTI (offender) cases managed by the misdemeanor probation service offices in the County; including demographic and socio-economic statistics of probationers and offenders and their case outcomes. The reports shall include the following, but is not limited to:

- a. Number of probationers under Maximum, Standard (Minimum), Mail In, Administrative, and Pretrial Intervention Supervision by:
  - 1. Race
  - 2. Gender
  - 3. Age
  - 4. Employment status (Employed, Not employed)
  - 5. Number violated
- b. In addition, under the probation classification specified, provide data as requested below:
  - 1. Standard (Minimum) Supervision - number reclassified to Mail In
  - 2. Mail In Supervision – number in compliance, number violated, number in state, number out of state
  - 3. Administrative Supervision – total court cost paid, number of intake interviews conducted, number of background checks conducted

4. Pretrial Intervention Supervision – number of violations reported to State Attorney's Office (SAO)
  - i. Total Restitution collected
  - ii. Total Fine collected
  - iii. Total Court Costs collected
- 14.3 CONTRACTOR shall provide operational, revenue, and statistical reports as required by the COUNTY, Court, and Florida Statutes.
- 14.4 CONTRACTOR shall maintain individual case files and auditable financial records of all fines, restitution, and supervision fees received, expended and disbursed by CONTRACTOR.
- 14.5 CONTRACTOR shall contract with a licensed external independent Certified Public Accountant to complete an annual financial report audited and certified as accurate, in accordance with generally accepted accounting principles. The scope of the financial audit will include both operations in Palm Beach County and any other entity or parts of the company that may reside outside of the County. The audit will review all data and reports maintained by the CONTRACTOR and certify them as accurate. The final report shall be provided to the Chief Judge and COUNTY within one hundred twenty (120) days following the close of the CONTRACTOR's fiscal year.
- 14.6 CONTRACTOR 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.
- 14.7 CONTRACTOR shall create computerized records in a computerized case management system that can be queried and/or accessed using computer software such as Statistical Package for Social Sciences (SPSS) or other similar tools. This computerized system should contain microdata on cases, clients, charges, numbers and types of cases being supervised, terminated and completed, relevant dates (e.g., sentencing date, start date, end date, termination date), violation of probation information, risk and needs assessments, the number of visits, the number of hours of community service performed by probationers, financial information (e.g., restitution collections and disbursements, court costs, and cost of supervision at the case level) and such additional information as may be required to assist in evaluating the effectiveness of CONTRACTOR's activities.
- 14.8 After each meeting of its Board of Directors, CONTRACTOR shall provide minutes of that meeting to the CJC.

**15      TRANSITION OF MISDEMEANOR PROBATION SERVICES**

CONTRACTOR shall work with the current misdemeanor probation service provider for a sixty (60) day period to provide for the complete transition of services. During this period, both the CONTRACTOR and the current provider will work in a collaborative manner to ensure all past and current misdemeanor cases transition between CONTRACTOR and current provider. Priority will be to ensure current probationers are aware of the changes and any new direction they need to make for the CONTRACTOR.

