



REQUEST FOR PROPOSALS ("RFP") – PART I

RFP #: 262868MM

RFP TITLE: MISDEMEANOR PROBATION SERVICES

1.0 PURPOSE

Sarasota County ("County"), a political subdivision of the State of Florida, will receive proposals on the date indicated in OpenGov Procurement (OpenGov), the County's electronic procurement portal, for the purpose of selecting a qualified Proposer to provide Sarasota County's misdemeanor probation program, which operates in accordance with Florida Statutes and provides supervision to offenders sentenced by the courts to probation for misdemeanor offenses. Proposers are required to comply with Part II, Scope of Services.

OpenGov is located at <https://procurement.opengov.com/portal/scgov>

2.0 PROPOSER

- 2.1 For the purpose of this RFP, the term "Proposer" is defined as the legal entity submitting a proposal.
- 2.2 Proposers intending to submit a bid as a joint venture with another company must provide documentation attesting to the formation of that joint venture with their submittal. For purposes of this solicitation, all vendors who make up the joint venture will be considered together as the Proposer.

3.0 QUALIFICATIONS

- 3.1 The Proposer must demonstrate experience providing misdemeanor probation case supervision services.

4.0 MEETINGS & SCHEDULE

An anticipated schedule is provided in the Timeline posted in OpenGov. All meetings will take place at the time, date, and location specified in the solicitation Timeline. Short-listed Proposers should be prepared to attend presentations and/or interviews either in Sarasota, Florida or virtually, at the County's discretion.

5.0 SUBMITTAL INSTRUCTIONS

Refer to Submittal Instructions section in OpenGov for instructions on how to submit a proposal. Proposers are advised to review the General Terms and Conditions of Solicitations which are available in OpenGov.

6.0 VENDOR QUESTIONNAIRE

- 6.1 All proposers must complete the required forms and information included in the Vendor Questionnaire section of OpenGov. Completed forms and other requested documents must be uploaded with proposer's submittal in OpenGov. Proposers who fail to complete and upload required forms and documents or fail to provide responses to questions in the Vendor Questionnaire section of OpenGov may be found non-responsive.

7.0 WRITTEN PROPOSALS

The information requested in each section below will be used by the evaluation committee to evaluate and score written proposals. All proposal documents must be submitted in the Vendor Questionnaire section in OpenGov in the format

REQUEST FOR PROPOSALS ("RFP") – PART I

requested.

7.1 Qualifications

- 7.1.1. Single page Letter of Interest summarizing Proposer's qualifications.
- 7.1.2. Resumes of key personnel, including subcontractors, demonstrating individual qualifications and experience

7.2 Experience

- 7.2.1. Narrative – Provide a narrative that describes the Proposer's experience, including, but not limited to the number of years in business, pertinent capabilities, and evidence of experience and resources necessary to successfully provide the requested services.
- 7.2.2. Customer List - Provide a list of customers who have been provided services similar to the services described in this RFP in the last 5 years. Customer list should include contact information for a minimum of 1 and a maximum of 10 customers. At a minimum, include customer name, a brief description of services provided, contract start and end dates, and the name, email, and telephone number of a contact person who can verify information. When possible, include the dollar value of the contract. If unable to provide detailed information regarding private sector customers due to confidentiality concerns, provide as much information as possible for those customers.

7.3 Approach

- 7.3.1. Project Approach - Provide a detailed project approach, including the proposed strategy for providing the requested services. Anticipated resources, including, but not limited to, staffing levels, technology and equipment should be provided.
- 7.3.2. Schedule/Timeline – Provide a graphical representation of the proposed schedule/timeline indicating major milestones and deliverables.
- 7.3.3. Organization – Provide an organizational chart identifying all key personnel and their role in the providing the requested services.

7.4 Compensation

Provide proposed fees using the Pricing Table in OpenGov.

8.0 SELECTION PROCESS

8.1 Written Proposals

- 8.1.1. All timely responses meeting the criteria set forth in this RFP shall be considered by the County.
- 8.1.2. Written proposals will be evaluated and scored using the evaluation criteria in the Evaluation Criteria section of OpenGov.

REQUEST FOR PROPOSALS ("RFP") – PART I

- 8.1.3. Only proposers who submit required documentation will be eligible to receive Local and American Preference points.
- 8.1.4. When evaluating written proposals, the evaluation committee will use the scale below to score each criterion. Only whole numbers are to be used when scoring. Scores will be given weight as indicated in the evaluation criteria in OpenGov.

Score	Description
5	Excellent
4	Very Good
3	Good
2	Satisfactory
1	Unsatisfactory
0	N/A

8.2 Presentations

- 8.2.1. If any member of the evaluation committee requests presentations, presentations shall be scheduled.
- 8.2.2. If presentations are requested or required, the evaluation committee shall determine the number of Proposers to be short-listed for presentations prior to scoring. The format of presentation will be determined by the County and may consist of presentations, interviews, or a combination of presentations and interviews. Presentations will be required from no fewer than the three highest scoring Proposers (or all responsive and responsible Proposers if there are 3 or fewer) under the following circumstances.
1. The estimated costs of services are in excess of \$350,000 (either annually or for the total project); or
 2. Scoring results in 5 points or less between the highest scoring proposer and the 2nd highest scoring proposer; or
 3. The solicitation documents specify that presentations or interviews will be required.
 4. The Procurement Official has determined that presentations are required for this solicitation.
- ☐ If this box is checked, the Procurement Official has determined that presentations are required for this solicitation



REQUEST FOR PROPOSALS ("RFP") – PART I

8.3 Ranking

Following presentations, the evaluation committee will rank the short-listed proposers. The ranking shall be based on the written proposals, clarifications (if any), and information presented during presentations.

8.4 Evaluation Committee Recommendation of Award

8.4.1. If presentations are not requested or required, the evaluation committee will recommend the highest scoring Proposer for award.

8.4.2. If presentations are requested or required, following presentations the evaluation committee will rank the short-listed Proposers, and recommend the first ranked Proposer for award.

9.0 AWARD

9.1 It is the intent of the County to award a contract to the Proposer who, in the sole opinion of the evaluation committee, is most qualified to provide the scope of services required and will provide the best value to the County.

9.2 The County reserves the right to contract for a term less than or greater than the duration indicated in OpenGov.

9.3 The successful Proposer(s) shall be required to submit proof of licenses or certifications as required by the County.

9.4 In the event of a tie, the RFP tie-breaking procedures identified in the Sarasota County Procurement Manual will apply. To be considered, tied Proposers will be required to provide documentation certifying they have implemented a drug-free workplace program meeting the requirements stipulated in Section 287.087, Florida Statutes. Documentation must be provided within the time specified by the County at the time of request.

9.5 Preferences

Proposers wishing to be considered for Local Business Preference or American Business Preference must complete and submit a Local & American Business Certification Form with their submittal. The Local & American Business Certification Form can be found in the Vendor Questionnaire section of OpenGov.

☒ In awarding this RFP, preference shall be given to local businesses and American businesses in accordance with Section 2-215 of the Sarasota County Procurement Code.

☐ Local and American business preferences do not apply to the award of this RFP, due to Grant funding requirements

9.6 Contract

A draft of the contract that the successful Proposer(s) will be expected to sign (a Term Contract) is posted on the Procurement website, shown below. The County may, in its sole discretion, select a different contract type or make revisions to the one referenced above following the recommended award of this solicitation.



REQUEST FOR PROPOSALS ("RFP") – PART I

<https://www.scgov.net/government/procurement/contract-templates>

10.0 CHANGES IN KEY PERSONNEL

- 10.1 A change in the key personnel of a short-listed firm after the submission of the response to this RFP could result in reconsideration of the scoring of applicable evaluation criteria, at the sole discretion of the County.
- 10.2 Any changes in the key personnel of a short-listed firm should be brought to the attention of the County as soon as possible after the change is made. The changes, the reasons for the changes, and resumes for the individuals being substituted for an individual identified in the response, must be submitted, prior to oral presentations, to the Procurement Analyst identified on the Solicitation Summary.
- 10.3 Decreases in scoring may result from the reconsideration of changes in the key personnel of a short-listed firm. No increases in scoring will result from the reconsideration of changes in the key personnel of a short-listed firm.
- 10.4 After award of a contract, the successful Proposer shall not be allowed to substitute key personnel named in this response, including subcontractors, without the prior written permission of the County. Substitution may, in the sole opinion of the County, be grounds for cancellation of selection, or termination of contract.

PART II SCOPE OF SERVICES

1. BACKGROUND

Florida Statutes § 948.15(3) requires any private entity providing services for the supervision of misdemeanor probationers to contract with the county in which services are rendered. The 12th Judicial Circuit Court establishes the maximum monthly supervision fee that the Contractor may charge the probationer while on supervision and completing sanctions. The Contractor shall collect the monthly supervision fee and liability insurance from probationers to operate the program with no cost to the County.

2. GENERAL

A. Definitions:

- i. Defendant: An individual charged with a crime.
- ii. Offender: An individual convicted of a crime.
- iii. Probationer: An Offender under supervision/probation.

B. The Contractor shall comply with all Administrative Orders of the Twelfth Judicial Circuit Court which are applicable to misdemeanor probation services.

C. The Contractor shall cooperate with and fully participate in meetings of the Sarasota County Probation Advisory Board (PAB), which normally occur on a quarterly basis unless a special meeting is called.

D. The Contractor shall provide all necessary services related to probationer intake, classification, orientation, supervision, staffing, pre-trial intervention supervision requirements, pre-sentence investigation reporting, and case load requirements.

E. The Contractor shall ensure Offenders court-ordered to misdemeanor probation adhere to the conditions imposed by the Court, such as classes, counseling, community service, educational programs, drug testing, reporting requirements, and statutorily required fees, fines, and restitution payments imposed by the Court.

F. Community Service:

- i. The Contractor will provide services as needed for the administration and documentation of community service work hours for Probationers.
- ii. The Contractor shall maintain service agreements with each supervising agency providing a worksite for community service. Service agreements shall define the roles and responsibilities of the Contractor and the supervising agency, and shall be signed and acknowledged by both parties.

PART II SCOPE OF SERVICES

- iii. The Contractor shall:
 - a. Provide referrals for the Probationer to appropriate worksites.
 - b. Approve the worksite for the Probationer based on the Probationer's risk or criminal history.
 - c. Provide insurance to all participants for liability at the worksite.
 - d. Search the Florida Department of Law Enforcement Sexual Offender Database for each participant and refer only to appropriate worksites.
 - e. Verify work performed by the Probationer.
 - f. Maintain accurate records related to community service work performed.
- G. The Contractor will provide misdemeanor probation services as needed for the Sarasota County Drug Court and Driving Under the Influence (DUI) Court, including the supervision and documentation of Drug/DUI Court Probationers and the administration, implementation, and monitoring of electronic devices.
- H. The Contractor will provide misdemeanor probation services for the administration, implementation, supervision, and documentation of Defendants participating in the County's State Attorney's Office pretrial intervention program. Unlike all other Probationers, written conditions are outlined between the Defendant and the State Attorney's Office and any violations of this program shall be reported by the Contractor to the State Attorney's Office.
- I. Drug testing and other laboratory services are often directed by the Court. In order to provide a random drug testing system (including urinalysis, oral swabs, breathalyzers, etc.) to detect the presence of controlled substances or alcohol in a person's biological system, the Contractor shall:
 - a. Only utilize certified substance abuse testing laboratories approved by the PAB.
 - b. Administer drug testing and monitor the Probationer's compliance or non-compliance as frequently as required by the Court.
 - c. Report the results of drug testing to the Court in writing or as instructed by the Court.
- J. The Contractor shall coordinate 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 its proper function, the Contractor shall immediately notify the

PART II SCOPE OF SERVICES

Court in writing and seek direction.

- K. The Contractor shall enter into an agreement with a sponsoring agency for routine access to data from the National Crime Information Center (NCIC) and the Florida Crime Information Center (FCIC).
- L. Any supervision enhancements required by the Court shall require the Contractor to submit procedures outlining minimum supervision conditions and the use of monitoring equipment for approval by the PAB.

3. RECORDS

- A. The Contractor shall maintain a separate case file on each Probationer referred to the program. The case file must contain, but is not limited to, the following information:

- i. Name
- ii. Date of Birth
- iii. Social Security Number
- iv. Current Address
- v. Employer Name
- vi. Employer Address
- vii. Court Case Number(s)
- viii. Case Disposition
- ix. Court Ordered Conditions
- x. Date of Intake Interview
- xi. Copy of Criminal History Record
- xii. Copy of the Probable Cause Affidavit
- xiii. Copy of the Clerk's Court Appearance Record from Sentencing
- xiv. Victim Information
- xv. Dates of Entry and Exit from the Program
- xvi. Type of Exit from the Program
- xvii. Dates of Office Visits/Field Visits
- xviii. Dates of Drug Testing and Results
- xix. Copy of a Risk/Needs Assessment
- xx. Type of Referral(s) and To Whom the Referral was Made To
- xxi. Date of Referral(s)
- xxii. Name of Assigned Probation Officer
- xxiii. Payment Collections by Purpose
- xxiv. Record of All Community Service Hours Worked by Date
- xxv. Case notes verifying current address and employment, related and/or significant personal history, referrals, status reports resulting from Probationer contact, and attempts made to contact the Probationer to encourage compliance from probationers who are in violation of probation even after a violation of probation (VOP) warrant has been issued.

- B. The Contractor shall maintain individual case files and auditable financial

PART II SCOPE OF SERVICES

records of all fines, restitution, and supervision fees received, expended, and disbursed by the Contractor.

- C. The Contractor shall maintain and retain all other books, records, documents, or other evidence directly connected to providing misdemeanor probation services.
- D. The Contractor shall make records available to the County or its representatives for inspection, audit, or copying of records during normal business hours, defined as Monday through Friday 8:00 a.m. – 5:00 p.m., except County observed Holidays.

4. INTAKE INTERVIEWS

- A. The Contractor shall conduct in person intake interviews with every Probationer.
- B. Pursuant to Florida Statutes §§ 948.01 and 948.15, the Contractor shall conduct a search of each 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 § 943.043. The Contractor may conduct the search using the internet site maintained by the Florida Department of Law Enforcement (FDLE). If the Probationer is found to be on the registry, the Contractor shall verify that the Probationer is the same person listed on the registry. If so, the Contractor will notify the Court, the State Attorney's Office, the local branch of the FDLE, and the local law enforcement agencies.
- C. Intake interviews shall take place at the following locations. The County shall assist the Contractor in identifying and securing interview space at each location.
 - i. North County
Judge Lynn N. Silvertooth Judicial Center
2002 Ringling Blvd, Sarasota FL 34237
 - ii. South County
R.L. Anderson Administration Building
4000 South Tamiami Trail
Venice, FL 34293
 - iii. Sarasota County Jail
2020 Main Street
Sarasota FL 34237
- D. When possible, intake interviews should be conducted immediately following the court sentencing hearing which places the Offender on

PART II SCOPE OF SERVICES

misdemeanor probation. However, in all cases, the intake interview must be conducted within two business days of sentencing. Business days are defined as Monday through Friday 8:00 a.m. – 5:00 p.m., except County observed Holidays. The probation officer will instruct the Probationer on the conditions of supervision and the Probationer will be directed to report to the probation office for an orientation interview on a specified date and time, not to exceed 10 business days following the intake interview. If the Probationer is in custody at the time of sentencing, reasonable effort shall be made to instruct the Probationer before release.

- E. The Contractor shall record a complete personal history on each Probationer to be maintained in the Contractor's case file. The personal history will be updated on a regular basis to remain in compliance with Florida Statutes, Chapter 119.
- F. The Contractor shall construct an overview of the Probationer's lifestyle to create a risk/needs assessment, using a Risk Assessment Instrument approved by the PAB.
- G. The Contractor shall prepare a file on each Probationer as required by Section 3.A.

5. ORIENTATION INTERVIEWS

- A. An in-person orientation interview with the Probationer shall be conducted by the probation officer who will be responsible for monitoring the Probationer, within 10 business days following the intake interview.
- B. The Contractor shall provide detailed instruction of the conditions of probation. The Contractor shall require the Probationer to sign the order of probation acknowledging an understanding of the requirements of all probation conditions and shall develop a supervision plan which is to be signed by the Probationer.
- C. The Contractor shall discuss the Probationer's personal history characteristics with the Probationer. The Contractor shall collect and verify personal and general history from the Probationer including, but not limited to:
 - i. Personal Identification Information
 - ii. Driver's License Information
 - iii. Offense Information
 - iv. Employment Information

PART II SCOPE OF SERVICES

- D. The Contractor shall discuss all financial obligations with the Probationer, including a review of the Probationer's income and expenditures and the establishment of a budget and payment plan to ensure compliance with Court-ordered fines, restitution, etc. All Court-ordered financial obligations must be paid in full or be in full compliance with the Court Order prior to the expiration of the Probationer's sentence and as instructed by the Court.
- E. If completion of community service hours is a designated condition of probation, the Contractor shall work with the Probationer to establish a plan to complete those hours. This plan shall include a referral to a community service program agency approved by the Contractor and the PAB. The plan shall provide for the completion of all mandated hours at least 30 days prior to expiration of the term of probation, unless modified or authorized by the Court.
- F. Referrals for drug, alcohol, and mental health evaluation and/or treatment, and job service (as needed), shall be made during the orientation interview.

6. SUPERVISION

- A. The Court assigns each Probationer a Classification Level of supervision that is based upon offense severity, prior arrest history, and Probationer characteristics. The Classification Levels are as follows:
 - i. Maximum Supervision
 - ii. Regular Supervision
 - iii. Administrative Supervision
 - iv. Mail-In Supervision
 - v. Pre-Trial Intervention Supervision
- B. Classification Level criteria include both risks and the needs of the Probationer. Factors such as limited or no local family ties, employment status, and other socio-economic factors are critical to classification. In the event a probation officer becomes aware of information that would warrant a change in a Probationer's Classification Level, the Contractor shall notify the Court in writing and seek direction.
- C. Following the orientation interview, the probation officer shall closely monitor the activities of the Probationer to ensure compliance with all conditions of the supervision plan. Each probation officer shall maintain written records of the Probationer's activities consistent with the requirements outlined in the Records Section herein. Current average is 650 Probationers each month.

PART II

SCOPE OF SERVICES

- D. The Contractor shall enforce all conditions of probation ordered by the Court including:
 - i. Assessment of family and economic problems.
 - ii. Assessment of alcohol or drug related problems.
 - iii. Assessment of medical and psychiatric problems.
- E. The Contractor shall act as the clearing house for all conditions of probation ordered by the Court, informing the Administrative Judge for the Court of any problems or issues.
- F. The Contractor shall coordinate with the community service program agency for monitoring of the Probationer's or pre-trial Defendant's community service obligations.
- G. The Contractor shall conduct the following activities throughout the probationary period to ensure compliance with all conditions of probation:
 - i. Verify residence: The Contractor shall verify the Probationer's home address and any subsequent changes in residence through rent/mortgage receipts, utility bills, or other documents as deemed appropriate with the Probationer within the first 30 days of the probation period, unless otherwise directed by the Court. Copies of residence verification documents shall be placed in each Probationer's file.
 - ii. Verify employment: The Contractor shall verify the Probationer's employment through pay receipts or other documents as deemed appropriate throughout the probation period, reviewing these pay documents during monthly reporting visits. Copies of employment verification documents shall be placed in each Probationer's file. Unusual circumstances regarding employment shall be documented by the probation officer in the Probationer's case notes.
 - iii. Verify financial status: The Contractor shall verify the Probationer's financial status, especially when problems related to finances have been identified.
 - iv. Verify substance abuse testing: The Contractor shall verify the Probationer's substance abuse status by using a certified laboratory.
 - v. Verify the Probationer's driver's license status: The Contractor shall verify whether the Probationer's driver's license is valid if the Probationer is operating a motor vehicle.

PART II SCOPE OF SERVICES

- vi. The Contractor shall advise Probationers that they are close to deadlines and that violations of probation may be forthcoming if they are not completing the terms of their probation in a timely manner. In addition, once a Violation of Probation has been issued, the probation officer will contact or attempt to contact the Probationer to encourage their continued reporting and completion of probation. Such contact or attempted contact will be documented in the case notes satisfactory to the Courts.
- H. Regular Supervision - When monitoring Regular Supervision Probationers, the Contractor shall:
- i. Require the Probationer to report to the officer supervising the case at least once a month; the probation officer shall document the results of every visit.
 - ii. Research the Clerk's records to verify probation terms at least 30 days prior to termination.
 - iii. Ensure the Probationer is in compliance with standard conditions of probation as specified in Florida Statutes § 948.03.
 - iv. Enforce any special conditions of probation as required by the Court.
 - v. Enforce compliance with specific supervision enhancement requirements as directed by the Court including, but not limited to, electronic monitoring and DUI Court compliance.
- I. Maximum Supervision - When monitoring Maximum Supervision Probationers, the Contractor shall meet all requirements for Regular Supervision listed in 6.H, and shall also make and document at least one monthly field contact as instructed by the Courts (residential and/or employment location) with the Probationer through either a probation officer or law enforcement officer. In the event that the monthly field visit yields no personal contact after two consecutive monthly attempts, an appointment for a field visit shall be made with the Probationer to ensure probation compliance.
- J. Administration Supervision

The Court may sentence an Offender to a period of Administrative Supervision, which is a form of non-contact or non-reporting probation. Administrative Supervision Probationers are required to report to the Contractor and complete an intake interview. The Probationer is also required to pay all Court-ordered costs and the costs of supervision and to complete all Court-ordered conditions associated with their sentence.

PART II SCOPE OF SERVICES

Administrative Supervision Probationers are typically sentenced to a period of supervision between 30 and 60 days.

- i. When monitoring Administration Supervision Probationers, the Contractor must complete the following actions consistent with statutory requirements of all other levels of supervision as outlined above:
 - a. Complete an Intake Interview.
 - b. Prepare a case file and conduct all of the necessary background checks.
 - c. Enforce any special conditions as directed by the Court.
 - d. Ensure compliance with standard conditions of probation as specified in Florida Statutes § 948.03.
- ii. Due to the nature of Administrative Supervision, the Contractor is NOT required to complete the need/risk assessment, address, and employment verifications.

K. Mail-In Supervision

Mail-in Supervision cases require that the details of the conditions of probation be provided to the Probationer or the Probationer's attorney at the intake interview. It is the Probationer's responsibility to make contact with the Contractor in order to complete the intake interview. Failure to do so will constitute a violation of probation.

- i. When monitoring Administration Supervision Probationers, the Contractor shall conduct the intake interview in person with either the Probationer or the Probationer's attorney. Subsequent reporting may be conducted by telephone or mail.
- ii. The Contractor shall perform all other requirements as a Regular Supervision Probationer, except for conducting in-person visits.

L. Pre-Trial Intervention Supervision

Defendants will be referred for pre-trial intervention by the State Attorney's office via a deferred prosecution agreement between the State and the Defendant. The length of time, costs, and conditions of the deferral will be contained in the agreement.

- i. The Contractor shall ensure that violations of the agreement are reported to the State Attorney's office. The level of supervision shall generally meet the requirements contained in the deferred

PART II SCOPE OF SERVICES

prosecution agreement, as directed by the State Attorney's Office.

- M. The Contractor shall report all violations of the terms and conditions of probation, in a timely fashion, to the Court for appropriate disposition in accordance with Florida Statutes § 948.06.
- N. The Contractor shall provide proper documentation of whereabouts of Probationers who travel outside of the County. The Contractor shall require Probationers to obtain Contractor's written consent prior to such travel, unless it is based on a documented emergency.
- O. The Contractor shall provide transfer of supervision for Probationers residing in other areas in the State of Florida and verify compliance prior to expiration of the required probation period, at the direction of the Court.
- P. The Contractor shall provide a mail-in service for Probationers residing outside of the State of Florida.
- Q. The Contractor shall provide release of information that verifies compliance of Court-ordered alcohol, drug and medical treatment or testing.
- R. The Contractor shall ensure that all Probationers have equal access to all probation programs and activities.
- S. The Contractor shall conduct individual probation officer case reviews to ensure conditions of supervision are being followed. The Contractor shall conduct case reviews no later than 30 days prior to scheduled termination of probation.
- T. The Contractor shall ensure that probation officers have at least one face-to-face office contact monthly for maximum supervision and regular supervision probationers, unless otherwise directed by the Court.
- U. The Contractor shall make referrals to appropriate agencies for employment counseling and social services.
- V. The Contractor shall make appropriate recommendations to the Court regarding a Probationer's inability to comply with orders such as financial obligations or community service work.
- W. The Contractor shall encourage and assist unemployed probationers to improve their employability through education and training. Probationers shall be informed of public and private sector employment assistance and/or educational programs that are available and the Contractor shall provide direction and assistance in obtaining this

PART II SCOPE OF SERVICES

education and training. Job placement information shall also be provided by the Contractor for all unemployed Probationers. Referrals shall be documented and reported as identified in the Records and Reports sections herein.

- X. The Contractor shall follow up and enforce special conditions of probation including, but not limited to, payments of restitution, costs of supervision, fines, Court costs, community service, and other probation related requirements.
 - Y. The Contractor shall prepare proposed orders of probation violation, probation modification, early termination orders, and orders of probation.
 - Z. In any case where the Court's jurisdiction has been lost prior to all conditions of probation being satisfied by the probationer, the Contractor shall transmit a copy of the case file to the Court in whose division the case has been heard, with a copy to the Chairperson of the PAB. The Contractor shall transmit, with the case file, a cover letter on the Contractor's letterhead outlining in detail the efforts made by the Contractor's probation officer to seek compliance with the terms of probation.
7. PRE-SENTENCING INVESTIGATION
- A. On occasion, pursuant to Florida Statutes § 921.231, the Court may require the Contractor to complete a pre-sentence investigation report on an individual prior to sentencing. In such cases, the Contractor shall make the report in writing at the time specified by the Court. The report shall contain at a minimum the following:
 - i. The Defendant's identification information including aliases (AKAs), sex, race, date of birth, social security number, address, telephone number, driver's license number, and any other information deemed appropriate by the Court.
 - ii. A complete description of the situation surrounding the criminal activity for which the Defendant has been charged.
 - iii. The Defendant's social history, including education, employment, family relationship, marital status, residence, and financial status.
 - iv. The Defendant's prior criminal history, based on the Defendant's statement and a check of State and Federal records.
 - v. A recommendation regarding disposition of the Defendant's case by the Court, with supporting rationale for the recommendation.

PART II SCOPE OF SERVICES

8. REPORTS

- A. The Contractor shall submit a quarterly report to the County Court Administration and PAB that includes:
 - i. Number and types of active cases by supervision level.
 - ii. Number of terminated cases and reason for termination.
 - iii. Number of successfully closed cases.
 - iv. Number of new cases opened.
 - v. Number of visits - office and field.
 - vi. Hours of community service performed by each Probationer along with their current hours pending.
 - vii. Amount of fines and restitution collected from each Probationer along with their current balances due.
 - viii. All restitution payments made where the victim cannot be located for disbursement.
 - ix. Update of the Contractor's employee roster, which includes each employee's job title, a copy of the job description including the general duties of the job, and the educational, skill, and experiential requirements of the person holding the job title.
 - x. Number of Offender referrals by program and/or social service agency.
 - xi. Any such additional information as may be required to assist the PAB in evaluating the effectiveness of the Contractor's activities.
- B. The Contractor shall provide reports to the Chief Judge as required by Florida Statutes § 948.15.
- C. The Contractor shall provide operational, revenue, and statistical reports as required by the County, the Court, and the Florida Statutes.

9. FINANCIAL

- A. The Contractor shall meet all obligations contained within this Scope of Services through the collection of Probationer's case supervision fees and other program revenue. Sarasota County provides no additional funding to support Misdemeanor Probation Services.

PART II SCOPE OF SERVICES

- B. The Contractor shall provide a fee schedule to Probationer that includes a description of the Contractor's plan for providing services to indigent Probationers at reduced or no cost for approval by the Chief Judge of the Twelfth Judicial Circuit Court. The current monthly case supervision fee is not to exceed \$60.00 per month. The maximum fee is determined by the Chief Judge and is subject to change.
- C. All funds collected from Probationers, except fees Contractor is entitled to, shall be held in a separate escrow account for Sarasota County solely in an agency capacity and therefore may not be used for any other purpose.
- D. The Contractor must provide liability insurance to cover the risk of injury or death of the misdemeanor Probationer performing community service work. The Contractor may collect and apply a fee on a monthly basis or upon initial intake of a Probationer for the purpose of providing liability insurance in order to allow the Probationer to immediately begin performing community service hours. After collection of the liability insurance fee, the Contractor shall assign the highest priority to assessment, collection, and disbursement of restitution to victims of crimes and shall provide a recommended schedule to each Probationer which includes both the Court costs/fines and the cost of supervision. Any payments received, after insurance and restitution is paid, shall be split 50/50 between the Contractor and the Court, up to earned monthly supervision fee, unless otherwise instructed by the Court.
- E. Due to the fiduciary responsibility of the Contractor, the County may require the selected Contractor to secure a Performance Bond at the time of award or at any time during the Agreement term.
- F. The Contractor shall complete a collections report no later than Thursday of each week which identifies the money collected on behalf of the Court during the previous calendar week (Sunday thru Saturday) and shall transfer the funds to the Clerk of the Circuit Court Finance Department within five days of the Saturday indicated on the report.
- G. The Contractor shall transfer all revenues collected for fines and court costs, including interest, if any, to the Clerk of the Circuit Court via ACH (Automatic Clearing House). The transfer document will contain, at a minimum, the name of the Probationer, case number, total fine and Court cost, amounts paid to date, balance left to pay, and total interest collected and paid to the County from this account. The Contractor shall provide the County with a copy of this report.
- H. The Contractor shall disburse restitution payments to the victim within 14 days of receipt and provide the Clerk of the Circuit Court and the County with a quarterly report containing the Probationer's name, case number, the victim's identification, total restitution ordered, amount paid to date, and balance left to be paid by the Probationer.

PART II SCOPE OF SERVICES

- I. The Contractor shall submit monthly check registers on restitution showing collection date versus payment date, including the distribution date, in order to document compliance with the 14-day requirement.
- J. The Contractor shall submit reconciled bank statements to the Clerk of the Circuit Court no later than the 20th of the month following the collection month.
- K. The Contractor shall disburse to the Crimes Compensation Trust Fund in Tallahassee any restitution payments to victims that are unclaimed and returned to the Contractor.
- L. The Contractor shall maintain auditable financial records of all fines, restitution, and supervision fees received, expended, and disbursed by the Contractor. An annual financial report, audited and certified by a licensed, independent Certified Public Accountant, shall be provided to the County within 120 days following the close of the Contractor's fiscal year. The certified financial report shall be in such detail as to disclose the revenues, expenses, and disbursements relating to the services provided and the Contractor is notified that the reports are reviewed by County personnel with appropriate level of expertise.
- M. The Contractor shall provide the County a copy of the Contractor's fiscal year budget each year within 30 days of the beginning of its fiscal year.
- N. The Contractor shall provide a monthly budget report reflecting actual to budget variances.
- O. In the event that the Contractor does not have sufficient cash flow to meet current obligations, notice shall be given to the County of such circumstances within 30 days after occurrence.

10. OFFICE

- A. The Contractor shall provide all equipment, supplies, office space, and other items/materials required to professionally maintain the Misdemeanor Probation Program.
- B. The Contractor shall maintain at least two offices within Sarasota County to ensure efficient service to Probationers. One office shall be maintained in north Sarasota County and a second office location in south Sarasota County, with defining boundary being Blackburn Point Road. Each office shall comply with the Americans with Disabilities Act (ADA) requirements.
- C. Office hours shall be established such that immediate referrals may be made by the Court and working Probationers may meet visit requirements without loss of pay. Specific office hours shall be approved

PART II SCOPE OF SERVICES

by the PAB. Current office hours are Monday through Thursday 8:00am -5:00pm and Friday 7:00am-6:00pm.

11. STAFFING

- A. The Contractor shall provide all management, supervision, probation officers, clerks, and other personnel necessary to responsibly supervise all persons placed on misdemeanor probation by the Court.
- B. The Contractor shall maintain adequate staffing levels to act as an effective liaison with the Court. Each probation officer shall appear at all Court hearings involving a supervised offender and be present in the court room for sentencing or other criminal case disposition. They shall perform initial intake of individual placed on misdemeanor probation, properly supervise individual placed on misdemeanor probation, and appear before and provide related statistical data to the PAB.
- C. The Contractor shall continuously meet the requirements below regarding the number of Probationers per probation officer, regardless of the number of cases assigned, to ensure effective supervision of probationers, pursuant to Florida Statutes § 948.15(3)(c):
 - i. Maximum Supervision Probationers shall be supervised by probation officers whose case load shall not exceed 60 Probationers.
 - ii. Regular Supervision Probationers, including those with enhancements, shall be supervised by probation officers whose case load shall not exceed 200 Probationers.
 - iii. Administrative Supervision, Mail-In and Pre-Trial Intervention Supervision Probationers shall be supervised by probation officers whose case load shall not exceed 400 Probationers.
- D. To the extent possible, the Contractor shall assign each Probationer to an officer who shall maintain and be responsible for the case throughout its term.
- E. The Contractor shall designate a local manager to direct misdemeanor probation services, with the manager's primary office within Sarasota County.
- F. The Contractor shall employ probation officers and supervisors who have a four-year degree from an accredited college or university; or who 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. The Contractor agrees

PART II SCOPE OF SERVICES

that the PAB shall be the determining authority for decisions relative to equivalency for the four-year degree requirement.

- G. Probation officers and supervisors must not possess the following:
 - i. Convicted of any felony or a misdemeanor involving perjury or false statement.
 - ii. Dishonorable discharge from any of the Armed Forces of the United States.
 - iii. Convicted of any crime involving moral turpitude.
- H. The Contractor shall annually check the criminal history status of each employee to ensure continued compliance with the requirements. The Contractor shall also conduct criminal record checks on all prospective employees through the FDLE. Pursuant to Florida Statutes § 948.15(3)(b), staff qualifications and criminal record checks of staff shall comply with standards established by the American Correctional Association. The results of the background check shall be kept on file and available for examination by the Court and the County.
- I. Each employee, officer, supervisor, and director of the Contractor shall provide a signed affidavit, executed under oath, constituting an official statement within the purview of Florida Statutes § 837.06, that the information provided by the person for his or her application and/or background check is true and accurate, that there are no material omissions therein, and that the intentional false execution of the affidavit constitutes a misdemeanor of the second degree. These affidavits shall be maintained by the Contractor and made available to the County upon request.
- J. The Contractor shall provide interpreters for any non-English speaking Probationers.
- K. The Contractor shall provide a training program for probation officers that ensures continual improvement and meets changing requirements of misdemeanor probation supervision.
- L. The Contractor shall provide continual training to enhance staff's ability to effectively present violations of probation, modifications of probation, pre-sentence investigations, and case status checks to the Court.
- M. Contractor and its associated staff members must become FDLE certified so that its agency can obtain FDLE criminal history checks as needed. This entails entering into a contract between FDLE and the Contractor, assigning staff members to fill the roles of Terminal Agency Coordinator (TAC), Information Security Officer (ISO) and CJNet Point of Contact (POC). Contractor may also choose to assign a Local Agency Instructor (LAI) to provide certification classes and testing to staff members. All staff members who need to perform Criminal History checks must take FDLE's Criminal Justice Information

PART II SCOPE OF SERVICES

Services (CJIS) certification class and recertify every two years. If staff members do not have the certification, the Contractor will ensure that all staff members who perform criminal history checks enroll in FDLE's CJIS certification class within 30 days of contract award.

- i. Proof of enrollment shall be provided to the County upon enrollment.
- ii. A copy of the certification shall be provided to the County upon completion.

12. BACKGROUND CHECKS

- A. Contractor's personnel may be required to have unescorted access to judicial offices and other areas containing certain criminal justice records and is now required by federal and state law to submit to an electronic criminal background check, fingerprinting and a biannual short training program provided by the FDLE. An authorization and consent for release of personal information form must be completed and acknowledges that Sarasota County Government and the Sarasota County Sheriff's Office may conduct an investigation of criminal history information on file in local, state or federal agencies. A Secure Criminal Justice Information Services (CJIS) Facilities Addendum is attached hereto and incorporated herein as Attachment A, and details the security requirements.
- B. All Contractor personnel who will perform services in designated Sarasota County facilities must pass FDLE's CJIS background checks. Sarasota County will provide the forms to the Contractor for completion. Said forms will be forwarded to the County to perform the background checks for acceptance or rejection before the Contractor's personnel may enter County facilities to provide the services herein described.
- C. The County reserves the right, in its sole discretion, to preclude or deny access to any person known to be or thought to be a security risk. Failure of the Contractor's personnel who will perform services in Sarasota County facilities to pass the CJIS clearance may result in termination of the Agreement.
- D. The Contractor shall ensure that unauthorized persons cannot gain access to rooms, areas, or building under the control of its personnel. At no time shall the Contractor violate building and/or room security by propping doors open and leaving them unattended, unless the County has provided its own security door monitor. All entrance and exit doors shall be secured at all times.
- E. Contractor staff working in the Judicial Center for the 12th Judicial Circuit Court will also be required to complete an "Authorization and Consent for Release of Personal Information and Criminal Background Check" form provided by the Court.
- F. All work performed at the County's jail facilities shall require the Contractor's employees to provide a Vendor Tool Inventory pursuant to the

PART II SCOPE OF SERVICES

rules and regulations of the Sarasota County Sheriff's Office. The County's jail facilities shall provide the Contractor's employees with the Vendor Tool Inventory form to complete as directed by County Jail staff. The Vendor Tool Inventory form requires the Contractor to list all inventory brought into the jail and out of the jail, which shall be verified by County jail staff.

PART III – INSURANCE REQUIREMENTS

CONTRACTOR'S INSURANCE

Contractor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverage (including endorsements) and limits as described herein. These requirements, as well as the 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 or obligations assumed by Contractor under this Contract.

Insurance requirements itemized in this Contract and required of the Contractor shall extend to all subcontractors to cover their operations performed under this Contract. The Contractor shall be responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VII or better.

Each insurance policy required by this Contract shall apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.

Contractor shall furnish Certificates of Insurance to the County Administrative Agent evidencing the types and amounts of coverage, including endorsements, required by this Contract prior to commencement of work and prior to expiration of the insurance contract, when applicable. Such Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day notice of cancellation (10 days for non-payment of premium) or non-renewal of coverage. Notwithstanding these notification requirements, the Contractor will be required to provide County with 5-day prior written notice of any policy cancellation or non-renewal.

The County reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, 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 due to its poor financial condition or failure to operate legally.

- A. **WORKERS' COMPENSATION:** Contractor agrees to maintain Workers' Compensation insurance in accordance with Florida Statutes, Chapter 440. Employers Liability to be included with a minimum limit of \$500,000.00 per accident/per disease/per employee. If work is to be performed over or adjacent to navigable water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included.

PART III – INSURANCE REQUIREMENTS

In the event the Contractor has “leased” employees, the Contractor or the employee leasing company must provide evidence of a Workers’ Compensation policy for all personnel on the worksite.

Contractors who are exempt from Florida’s Workers’ Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers’ Compensation.

- B. **COMMERCIAL GENERAL LIABILITY:** Contractor agrees to maintain Commercial General Liability per ISO form CG0001 or its equivalent, including but not limited to coverage for premises and operations, personal injury, products & completed operations, liability assumed under an insured contract, and independent contractors with limits of not less than \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract. Contractor agrees to endorse **Sarasota County Government** as an additional insured on the Commercial General Liability coverage.
- C. **BUSINESS AUTOMOBILE LIABILITY:** Contractor agrees to maintain Business Automobile Liability with limits not less than \$1,000,000 combined single limit for each accident covering all Owned, Non-Owned & Hired automobiles used in the performance of this Contract. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

If the Contractor is shipping a product via common carrier, the contractor shall be responsible for any loss or damage sustained in delivery/transit.

- D. **PROFESSIONAL LIABILITY:** Consultant agrees to maintain Professional Liability insurance, or equivalent Errors & Omissions Liability insurance, with limits not less than \$1,000,000 per claim/occurrence and in the aggregate for professional services rendered under this contract. If coverage is written on a claims-made basis: a. Any retroactive date shall precede the effective date of this contract; b. Consultant shall provide certificates of insurance evidencing the required coverage for a period of two years after final payment under this contract is made, or provide evidence showing Consultant has obtained a two year extended reporting period endorsement.