

Meeting Date
March 17, 2015



AGENDA	
Section	New Business
Item No.	VI C 1

**AGENDA REPORT**  
**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**

<b>SUBJECT:</b>	Permission to Advertise Request for Proposals (RFP) for Pretrial Services and Misdemeanor Probation Services, Appoint Selection and Negotiation Committees, and Authorize Chair to execute the resulting contract upon review by the County Attorney's Office and Risk Management.
<b>DEPT/OFFICE:</b>	Central Services /Purchasing Services on behalf of Housing and Human Services

**Requested Action:**

It is requested that the Board of County Commissioners approve the advertisement of a Request for Proposals from qualified firms to provide pretrial services and misdemeanor probation services for the County and establish Selection and Negotiating Committees. It is further requested that the Board approve the Chair to execute resulting contract.

**Summary Explanation & Background:**

On March 23, 2010, the Board of County Commissioners authorized staff to issue a RFP for the provision of pretrial services and misdemeanor probation services. On December 7, 2010, an Agreement with Judicial Correction Services, Inc. (JCS) was executed effective January 31, 2011 and continuing through January 31, 2014. The County renewed the Agreement for two (2) consecutive renewals for one year each with the final one year renewal approved by the Board of County Commissioners on January 27, 2015 effective through January 31, 2016.

**Staff is requesting:**

- Authorization to issue Request for Proposals for Pretrial Services and Misdemeanor Probation Services
- Establishment of a Selection and Negotiating Committee who will review, score, rank, negotiate, and select firm. The Committees are recommended as follows: Venetta Valdengo, Assistant County Manager; Isa Kennedy, Jail Population Coordinator; the State Attorney or his designee; the Public Defender or his designee; and County Court Administrative Judge (currently Judge Benjamin B. Garagozlo).

**Fiscal Impact:** FY 15/16 – There will be no impact to the General Fund

**Contact:** Teresa Camarata, Central Services Director, 5-2543, [Teresa.Camarata@brevardcounty.us](mailto:Teresa.Camarata@brevardcounty.us)  
 Ian Golden, Housing and Human Services Director, 5-2007, [Ian.Golden@brevardcounty.us](mailto:Ian.Golden@brevardcounty.us)

Clerk to the Board instruction:

Exhiblts Attached:

<b>Contract /Agreement (If attached):</b>		<b>Reviewed by County Attorney</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	PR <input type="checkbox"/>
County Manager		Assistant County Manager, Mel Scott	Department Director / Extension Teresa Camarata, Central Services Director, ext. 52543 Ian Golden, Housing and Human Services Director, ext. 52007		
Stockton Whitten		Assistant County Manager, Venetta Valdengo			



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972

March 18, 2015

**M E M O R A N D U M**

**TO:** Teresa Camarata, Central Services Director

**RE:** Item VI.C.1., Permission to Advertise Request for Proposals (RFP) for Pretrial Services and Misdemeanor Probation Services; Appoint Selection and Negotiation Committees; and Authorize Chairman to Execute the Resulting Contract Upon Review by the County Attorney's Office and Risk Management

The Board of County Commissioners, in regular session on March 17, 2015, approved the advertisement of a Request for Proposals from qualified firms to provide pretrial services and misdemeanor probation services for the County; established a Selection and Negotiating Committee consisting of Venetta Valendo, Assistant County Manager, Isa Kennedy, Jail Population Coordinator, the State Attorney or his designee, the Public Defender or his designee, and County Court Administrative Judge Benjamin B. Garagozlo; and approved the Chairman to execute resulting contract.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

/kg

cc: Housing and Human Services Director  
Committee Members

## ***AGREEMENT FOR SERVICES***

**THIS AGREEMENT (hereinafter “Agreement”)** by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the “County”), and Professional Probation Services, a business having its primary business location at 1770 Indian Trail, Suite 350, Norcross, Georgia 30093, (hereinafter the “Contractor”).

### **WITNESSETH:**

**WHEREAS**, the County is desirous of obtaining the services of a private entity to provide pre-trial services and misdemeanor probation services for Brevard County, in the Eighteenth Judicial Circuit Court, and

**WHEREAS**, the County has competitively solicited for pre-trial services and misdemeanor probation services pursuant to RFP # P-3-15-17, and

**WHEREAS**, the provision of such services shall mutually benefit the parties hereto and the residents of Brevard County, Florida.

**NOW THEREFORE**, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. **SCOPE OF THE WORK:** The Contractor shall furnish all staff, labor, office space, office equipment (including its own computer network, hardware and software), materials, permits, equipment, machinery, tools, apparatus, supervision, transportation and any and all other items or services of any type whatsoever, which are necessary to fully perform and complete all work or services specified in “Attachment A”, attached hereto and incorporated herein and hereinafter referred to as (“work” or “services”).

Additionally, the Contractor will supply printer access, copier access, furnishings (workstation – desk and chair), telephones, and access to its computer network for four (4) County staff two of whom will be responsible for supervising cases sentenced by the Circuit Court to be supervised under misdemeanor probation services. The other two will be the County’s Community Corrections Supervisor and Computer Tech both of whom will monitor the contract for the County. County staff will be provided access to the Contractor’s computer systems network and Internet access to all case files on a 24/7/365 basis.

2. **TERM:** The term of the Agreement shall be for a period of three (3) years beginning on February 1, 2016, and continuing through February 1, 2019. The County shall have the option to renew this agreement with two (2) consecutive renewals of one-year each, contingent upon a mutual approval by the Contractor, by giving one hundred and eighty (180) days’ prior written notice of its intention to renew to the Contractor.

3. **COMPENSATION:** Services performed in accordance with this Agreement shall be provided at no cost to the County. The Contractor shall derive compensation for services solely from probationers. The fee schedule for services is attached hereto, and incorporated herein, as "Attachment B". All fees for services shall remain firm with no increases for the term of the Agreement without prior written approval from the Board of County Commissioners for Brevard County.

4. **COLLECTION OF FEES**

a. The Contractor agrees to collect all fees for Cost of Supervision, Community Service insurance, and drug testing. The Clerk of the Court shall collect all monies for fines, costs, surcharges, and restitution

b. The Contractor is entitled to collect from each probationer the cost of supervision as may be ordered by the sentencing County Court judge and as authorized by Florida Statute. The County Court shall review this amount annually and may order an increase for new cases, at its discretion, according to Florida law.

c. The sentencing County Court judge may, in his/her discretion, order that the fees associated with the cost of supervision be waived in cases involving indigent probationers and the Contractor agrees to accept such cases at no cost to the County, the County Court, or the probationer.

d. Neither, the County, the Chief Judge, County Court judges, or the Court Administrator assumes any liability to the Contractor for costs of supervision or for any uncollected fees. The Contractor agrees to look solely to the individual supervised for such payments. Additionally, neither the County nor the County Court makes any representations as to the number of any cases that will be assigned to the Contractor.

e. A written document detailing procedures for handling the collection of all offender fees will be provided by the Contractor to the Administrative County Court judge, or his/her designee, the Clerk of the Court, and the County. This document will include how the Contractor will track monies collected by the Contractor and monies collected by the Clerk.

f. The parties shall be open to further discussion regarding the arrangement for collection of the various fines, costs, surcharges and restitution. The Contractor has the option to provide information to the Clerk of the Court regarding its capabilities in collection of the various sums of monies. Should the County, Clerk and the Contractor agree to enter into another arrangement, other than what has been set forth herein, for collection of the various sums of monies collected from persons supervised under this Agreement, the County Manager is authorized to execute this amendment on behalf of the County pursuant to paragraph 6 below.

5. **INDEMNIFICATION:** The Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and

expenses, including attorney's fees arising out of or resulting from the performance of its work under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified thereunder. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial contractor, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

6. **MODIFICATIONS TO AGREEMENT:** This Agreement, together with any attachments, task assignments and schedules constitute the entire Agreement between the County and the Contractor and supersedes all prior written or oral understandings. This Agreement and any attachments, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto except as otherwise provided for herein.

The Board of County Commissioners hereby authorizes the County Manager to execute any amendments to the Agreement on behalf of the County that may become necessary based on new, or changes to existing, Administrative Orders issued by the Chief Judge of the Eighteenth Judicial Circuit, new legislation, or changes to staffing levels.

7. **INSURANCE:** The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

a. **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage per occurrence.

b. **Automobile Liability Insurance:** Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limits for Bodily Injury and Property Damage per accident.

c. **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.

d. **Professional Liability Insurance:** Professional Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000).

e. **Crime Insurance:** Crime Insurance coverage shall be for a minimum of Fifty-Thousand Dollars (\$50,000) to include coverage for: Forgery and Alteration; Theft, Disappearance or Destruction; Computer Fraud including Funds Transfer Fraud; and, Employee Dishonesty, including faithful performance coverage.

f. **Insurance Certificates:** The Contractor shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Liability Policies shall provide that the County be an additional insured. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

8. **ATTORNEY'S FEES:** In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.

9. **GOVERNING LAW:** This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

10. **COMPLIANCE WITH STATUTES:** It shall be the Contractor's responsibility to be aware of and comply with all federal, state and local laws.

11. **LICENSING:** The Contractor, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

12. **VENUE:** Venue for any legal action by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

13. **ASSIGNMENTS/SUBCONTRACTS:** Contractor shall not assign any portion of this Agreement without the written permission of the County.

Additionally, the Contractor, in executing any orders to purchase supplies or materials or any other subcontracts, should keep in mind the termination provision of Paragraph 14. No order or subcontract should be executed by the Contractor, which cannot not be terminated by the Contractor by giving thirty (30) days' notice.

The Contractor shall provide the County with copies of any subcontracts executed by the Contractor in the performance of this agreement.

14. **TERMINATION**

a. The performance of work or services under this Agreement may be terminated by the County as provided for herein, either in whole or, from time to time, in part, by giving the Contractor written notice of the termination. The notice of termination shall be given to the Contractor at least one hundred eighty (180) calendar days prior the effective date of the termination and shall specify the extent to which performance of work or services under the Agreement is terminated and

the date upon which the termination becomes effective and how the termination will be implemented.

b. Upon receipt of a Notice of Termination, and except as otherwise directed by the County, the Contractor shall:

(1) Stop work under the Agreement on the date and to the extent specified in the Termination Notice;

(2) Place no further orders or enter into any further subcontracts for materials, supplies, or services except as may be necessary for completion of the portions of the work or services under the Agreement which are not terminated;

(3) Terminate all orders and subcontracts to the extent that such orders/subcontracts relate to that portion of the work and/or services terminated by the Termination Notice;

(4) Assign to the County, in the manner, and at the times and to the extent directed by the County, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated. In such case the County shall have the right, in its discretion to settle or pay any or all claims arising out of the termination of such orders or subcontracts;

(5) Complete or continue performance of such part of the work or services as shall not have been terminated by the Termination Notice.

c. The Contractor and the County may agree upon the amounts to be collected by the Contractor and the amounts to be collected by the County by reason of the total or partial termination of the work/services. Such amounts may include a reasonable allowance for profit by the Contractor on work performed.

d. If the County terminates this Agreement as provided for herein, the County may either, in whole or in part, take over the work/services and complete the work/services, or contract with another entity for completion of the work/services.

15. **INDEPENDENT CONTRACTOR:** The Contractor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the County.

16. **RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the contractor in conjunction with

the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County.

**17. PUBLIC RECORDS**

a. The Contractor shall be responsible for ensuring that all records created in providing/performing the work and services under this Agreement are retained in accordance with Florida State statutes and the Florida Administrative Code relating to public records and retention of public records.

b. Should any person or entity make a public records request of the County which requires or would require the County to allow inspection or provide copies of records relating to this Agreement which the Contractor maintains are exempt from public records inspection or are confidential, it shall be the Contractor's obligation to provide the County, within twenty-four (24) hours (not including legal holidays or weekends), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision in order for the County to comply with the requirements of section 119.07, Florida Statutes. Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney's fees which may be awarded pursuant to chapter 119, Florida Statutes.

c. The Contractor shall be responsible for ensuring that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

d. The Contractor shall provide the public with access to public records as directed by Florida Public Records Law, Chapter 119. Records shall be provided at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.

**18. TRANSFER OF RECORDS**

a. Every six (6) months beginning from the execution of this contract, the Contractor shall transfer to the County all data created under this Agreement by the Contractor's employees (or transferred into the Contractor's databases) for the prior six months for the services provided by the Contractor under this Agreement. Should software or hardware issues or problems interfere with the timely transfer of the data, the Contractor shall immediately inform the County of the issue/problem, the anticipated time for correction, when the Contractor shall

transfer the data, including the data delayed for delivery or any data not previously delivered to the County, to ensure the County has all the data.

b. Along with the data, the Contractor will provide a data dictionary which will include table and field names and descriptions that meaningfully describe the purpose and usage of the data.

c. The Contractor will provide the information in a manner acceptable by the County which can be easily accessed, deciphered and will be immediately usable by the County. The Contractor shall work with the County (Housing and Human Services and Information Technology Departments) to develop the manner and form in which the data will be transmitted/transferred in order for the data to be readily used by the County or other Contractor should this Contract be terminated by either party. The parties shall agree upon the format within sixty (60) days of the execution of this Agreement.

d. An Attachment setting forth this data transfer form, manner and methodology shall be executed by the County's Director of Information Technology Services and the authorized signatory for the Contractor and shall become an Attachment to this Contract.

e. Should the 180 day termination clause in this agreement be invoked, an immediate transfer of data shall occur on the date the Contractor has notice of the invocation of the termination clause, and again upon the effective date of the termination, for any data not previously delivered to the County.

f. Failure of the Contractor to abide by the terms of paragraphs 16, 17 or 18 (or the records provisions of any attachment to this Contract) shall be deemed a material breach of this agreement and the Brevard County Board of County Commissioners may enforce the terms of this provision through litigation and shall be entitled to reimbursement of all attorney's fees and costs associated with that litigation in addition to any other costs or damages experienced by the County as a result of the Contractor's failure comply with these records requirements. This provision shall survive any termination or expiration of the contract

19. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. § 1324a(e) (§ 274A(e) of the Immigration and Nationality Act, "INA"). The County shall consider a contractor's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

20. **FEDERAL TAX ID NUMBER:** The Contractor shall provide to the County its Federal Tax ID Number or, if the Contractor is a sole proprietor, a Social Security Number.

21. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

22. **SEVERABILITY:** All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. **WAIVER:** Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

24. **CONSTRUCTION OF AGREEMENT:** This Agreement shall be construed as resulting from joint negotiation and authorship. The parties agree that they have fully reviewed this Agreement, its attachments and have had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

25. **NOTICE:** Notice under this agreement shall be given by certified mail or hand delivery as follows:

To the County: County Manager (or designee)  
2725 Judge Fran Jamieson Way  
Bldg. C  
Viera, FL 32940

To the Contractor: Professional Probation Services


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF

  
Scott Ellis, Clerk

BREVARD COUNTY, FLORIDA

By:   
Jim Barfield  
Chairman  
Brevard County Commission

Reviewed for legal form and content:  
Shannon L. Nelson, 12/17/15  
**(Assistant) County Attorney**

As approved by Brevard County  
Commission: March 17, 2015

CONTRACTOR

By:   
Signature

Date: 11-23-15

John C. Cox, CEO  
Name & Title, Typed or Printed

Professional Probation Services, Inc.  
Name of Company, Corp., etc.

1770 Indian Trail Road #350  
Mailing Address

Norcross GA 30093  
City, State, Zip

678-218-4100  
Area Code/Telephone Number

SEAL

ATTEST:

  
Signature

DONNA Kennedy - secretary  
Name & Title, Typed or Printed

## ATTACHMENT A

### SCOPE OF SERVICE

A general description of the scope of services required is, but not limited to, the following:

#### A. Staffing

1. Upon the initial start date of this Agreement, the Contractor shall maintain the following staffing levels:

a. Probation Services: one (1) probation officer for every 200 people on active probation, community supervision, or pre-trial diversion. No probation officer shall have more than 200 people under supervision (includes people on probation, community supervision and/or pretrial diversion cases added together; a person under supervision for more than one case is counted as one person for the purpose of this limitation). Those people who are indigent or for whom costs of supervision and/or other costs/fees are waived shall be included in the 200 caseload limitation. Each officer's caseload shall be reviewed every two (2) weeks to ensure this caseload limitation is being met and caseloads shall be adjusted to meet the limitation. Documentation of such review and how caseloads are equalized shall be forwarded to the County's contract manager at the end of each month. To the extent possible, the Contractor shall assign a probationer to a probation officer who shall be responsible for oversight of that person's probation and for reporting to the sentencing judge throughout the term of probation.

b. Pre-Trial Release Services: this program shall be staffed appropriately so that sufficient personnel shall be on site at the Brevard County Jail seven (7) days a week for no less than twenty (20) hours of each day.

2. The County and the Contractor shall revisit the staffing levels 180 days after the effective date of the Agreement in order to determine whether appropriate numbers of staff are designated to provide the various services as set forth in the Scope of Services.

3. The Contractor shall maintain adequate staffing levels to provide initial intake for persons to be considered for Pre-Trial Release, to provide proper liaison with the Court, to appropriately supervise all persons placed on Pre-Trial Release or in the Community Supervision Program, to perform the initial intake of persons placed on misdemeanor probation with the Contractor, to properly supervise persons placed on misdemeanor probation and pre-trial diversion, and to appear at all Court hearings (related to violations of probation, community supervision, or

pre-trial diversion) involving an offender supervised by the Contractor or necessitated by the Court for Pretrial Services.

B. Programs & Services

1. The Contractor shall be responsible for assuming the existing supervision caseload for County probation, pre-trial diversion, pre-trial release, and community supervision programs from Judicial Correction Services, Inc. upon the effective date of the Agreement.

2. Transition

a. Upon award of the Agreement, the Contractor will perform the following:

- (i) Meet with staff of the former Contractor, Judicial Correction Services, Inc., who would like to apply for a position with the Contractor.
- (ii) Secure office locations, furnishings and equipment;
- (iii) Conduct interviews with all interested personnel and begin hiring needed staff;
- (iv) Meet with key court, personnel including representatives of the judiciary, State Attorney's Office, Public Defender's Office, Clerk of the Court, Brevard County Jail, and representatives of the Brevard County Bar Association - regarding financial and operational strategies and requests;
- (v) Have formal meetings with local providers of services (treatment, social services, employment, etc.) to provide a network of resources and to identify potential needs;
- (vi) Create forms and documents, with the approval of the Chief Administrative Judge of the County Court that will be used in day-to-day documentation and communication;
- (viii) Begin new employee training using American Correctional Association standards and guidelines for probation and pretrial supervision;
- (ix) Begin the process of data entry of each case into the Contractor's tracking system. This process will be used also as training for new employees and to identify any past or present problems;
- (x) Complete all data entry, training of all employees, finalize methods of conducting business and communicating with key court personnel and local agencies and partners.

The Contractor shall conduct the above activities in compliance with "Attachment C", attached hereto and incorporated by this reference.

b. Within (thirty) 30 days from the effective date of the Agreement, the Contractor shall integrate all active cases files into the Contractor's database. Within thirty (30) days, the Contractor's staff shall have contact (face-to face meetings, mail, telephone, etc.) with all individuals who are under any type of supervision or oversight through probation, diversion, or community supervision. The Contractor's staff shall provide each such persons with written documentation of the Contractor's procedures for reporting, payment expectations, and any other written guidance intended to assist the person in successfully completing his/her supervision. A copy of such document shall be maintained in the person's supervision file and accessible to the designated court personnel who will have Internet access to the Contractor's files (per paragraph c below).

c. For cases in which warrants have been issued and there is no active supervision, the case files shall be integrated into the Contractor's database upon notification to the Contractor that the person, for whom the warrant is issued, has been arrested.

d. The needs of each individual referred to the Contractor by the court for probation or through a pre-trial diversion program shall be evaluated by the Contractor. The Contractor will consider each individual's needs from a social, economic, vocational, and rehabilitative viewpoint and will endeavor to refer the individual to appropriate resources or assist them in finding resources to meet their needs.

3. The following programs and services shall be provided and administered by the Contractor:

a. Pretrial Services

(1) Pretrial Release – The Pretrial Release program releases offenders who do not pose a risk to the community and who will, with some degree of certainty, return to court at the time and place specified. This is accomplished by means of interviews and background investigations carried out by the Pretrial Release staff members, taking into consideration relevant Florida Statutes and the Administrative Orders of the Eighteenth Judicial Circuit in and for Brevard County. The Contractor will function under the authority set forth in the Pretrial Release Policy and Procedure Manual (ATTACHMENT E)

(2) The Contractor will require offenders on Pretrial Release to report to the Contractor by telephone on a weekly basis and document such contacts or failure to contact.

(3) Pretrial Community Supervision – The Pretrial Community Supervision program provides investigative monitoring and guidance of offenders awaiting trial who do not meet the criteria of the Pretrial Release Program. This is accomplished through the enforcement of conditions of release set by the court, which can reasonably be expected to protect the public's safety and secure the offender's likely appearance for future court dates.

(4) The Contractor shall be responsible for ensuring there is at least one (1) face-to-face meetings per month for each person who is placed on Pretrial Community Supervision. The Court may require additional face-to-face meeting. Additionally, each person in the program shall be required to call in to the telephone number designated by the Contractor once a week for the other three weeks or as otherwise required by the Contractor.

(5) Referrals are made to appropriate treatment or educational programs. Upon request, presentations to the court are made regarding the offender's compliance or conditions as ordered.

b. Pretrial Diversion – The Pretrial Diversion program defers prosecution of qualified, first-time offenders. Its purpose is to reduce recidivism of offenders within the Criminal Justice System.

(1) Entry in the Pretrial Diversion program is approved and authorized by assessment and determination of the State Attorney. In this program, the Contractor is responsible for generally coordinating with the State Attorney's Office; for contacting the offender, the victim, and the law enforcement officer involved in the case to determine if there are any objections to the offender being allowed to participate in the diversion program. The staff shall also set up the signing of the contract by the offender and State Attorney's Office, should participation be agreed to by the parties referenced.

(2) Offenders entering the program are supervised to ensure completion of their personalized contractual agreement, which includes (at a minimum) a custom tailored treatment plan, law-abiding behavior, and payment of restitution.

(3) Offender's compliance/non-compliance is reported to the State Attorney.

c. Drug Testing Laboratory/Services – provides drug testing laboratory services for persons under the Contractor's supervision as directed/ordered by the court, to provide random urinalysis and breathalyzer

testing to detect the presence of controlled substances or alcohol in a person's biological system. Offenders' compliance/non-compliance is reported to the court or requesting party. The Contractor shall supply and be responsible for all testing supplies and equipment.

(1) The Contractor's staff performing the drug testing services shall not be involved in the supervision of any person or offender in any other of the programs managed by the Contractor. Probation officers may assist in drug testing only for the purposes of observation to prevent any opportunity/possibility for adulteration.

(2) The Contractor shall observe and comply with all Administrative Orders of the Eighteenth Judicial Circuit applicable in and for Brevard County to the Pretrial Programs and Services provided hereunder.

(3) The County and the Contractor shall confer bimonthly to assure that the Contractor is administering drug tests, or contracting for drug testing, for the kinds/types of drugs that are commonly being used/abused at the given time. Should the County require additional testing, the Contractor shall provide the County with documentation justifying any additional increase in costs for such additional testing. The parties shall mutually agree upon the additional cost.

d. Misdemeanor Probation Services

(1) Misdemeanor Probation – Misdemeanor Probation program operates in accordance with chapter 948, Florida Statutes, providing supervision to offenders sentenced to misdemeanor probation by the courts. Offenders who are court-ordered to misdemeanor probation must adhere to the conditions as imposed by the court, such as classes, counseling, community service, educational programs, statutorily required fees and other costs as imposed by the court.

(2) Alternative Community Service – Selected adjudicated offenders are sentenced within the criminal justice system to do Community Service work as an alternative to more costly legal sanctions. This court ordered work is normally ordered in lieu of incarceration and fines. Governmental and local non-profit agencies throughout the County provide worksites for these offenders.

(3) Drug/Alcohol Testing Laboratory/Services – Drug Testing Laboratory/Services, as directed by the courts, provides a random drug testing system and provides urinalysis and breathalyzer testing to detect the presence of controlled substances or alcohol in a

person's biological system. Offenders' compliance/non-compliance is reported to the court.

(4) The Contractor shall determine if said offender requires other services in addition to those ordered by the court and shall use its best efforts to direct the offender to an appropriate program. Records of referrals to such programs and progress reports shall be included in the case files, but shall not serve as a basis for any recommendation for violation (revocation) of probation.

(5) The Contractor shall cooperate with all treatment agencies, schools, and other programs to which offenders are referred. In any case where a treatment provider, school, or other program does not appear to be providing its proper function, the Contractor shall immediately notify the Chief Judge, the State Attorney, the Public Defender, the Contract Monitor for the County, and the Inmate Records Supervisor of the Brevard County Jail.

(6) The Contractor shall observe and comply with all Administrative Orders of the Eighteenth Judicial Circuit in and for Brevard County applicable to Pretrial Release and Misdemeanor Probation Services provided hereunder.

(7) Any new programs proposed and operated by the Contractor to be utilized by the people placed on Pretrial Release or Probation in Brevard County shall be disclosed to the County Administrative Judge of County Court and the County prior to implementation and shall be subject to the review and approval of the County Court.

C. Records

1. The Contractor shall maintain a separate file containing information on each offender referred to its programs. Records shall be maintained by the Contractor in a secure area for a period of five (5) years from expiration of the pretrial diversion or probationary term. The information in the file shall include the name of the offender, case number, charge(s), case disposition, electronic monitoring records, correspondence, payment records, any known prior criminal record, court-ordered conditions, status reports, reports regarding offender/probationer contacts, offender's profile information, and drug testing records. The Contractor will scan all paperwork and create a digital file on each case.

2. The Contractor shall provide designated court personnel of the courts, Clerk of the Court, State Attorney's Office, Public Defender's Office, Brevard County Community Corrections, Brevard County Sheriff's Office, and County Attorney's Office with Internet access to all case files. Access shall be available from any

computer with Internet access on a 24/7/365 basis. Designated personnel shall be able to see the same information available to the Contractor's personnel.

3. All records must be maintained and retained in compliance with applicable Florida Statutes, including but not limited to, chapter 119 and chapter 948, and with Florida Administrative Code provisions with respect to maintaining public records and retention and destruction of public records, including electronic records and social media (Blackberries, texting, Twitter, etc.).

D. Offices

1. The Contractor shall maintain at least two (2) offices within Brevard County: one in central Brevard County and one at the Brevard County Jail Complex for Pretrial Release services. The Contractor shall operate all offices receiving offenders Monday through Friday (excluding holidays). The Pretrial Release office at the Brevard County Jail Complex shall operate seven (7) days a week, twenty to twenty-four (20-24) hours a day (including holidays). The Contractor shall notify the offenders of its hours of operation.

2. The Contractor shall also supply the County with office space, similar to the space provided to its own personnel, which the County will use for Brevard County staff who will supervise offenders sentenced by the Circuit Court to supervision under misdemeanor probation services.

E. Job Assistance

1. The Contractor shall encourage unemployed offenders to improve their employability through schools and training. The Contractor shall make available free financial management classes, resume writing, and online job searches to all persons it supervises. The Contractor shall refer all offenders to services/programs with the goal of securing suitable and stable employment. The Contractor shall keep the County informed regarding the resources to which offenders are referred providing a list of resources by name with approximate numbers of referrals to each resource.

2. The Contractor shall work with the Florida Department of Children and Families to provide an ACCESS workstation in its offices (provided under this Agreement) to allow for applications to Medicare/Medicaid, food stamps and other social services.

F. Special Conditions

1. The Contractor shall follow up and enforce special conditions of probation and pretrial services, including, but not limited to:

- a. Restitution
- b. Fines and court costs
- c. Evaluation and treatment programs
- d. Community services
- e. Cost of supervision fees, program fees or fees for service
- f. Procurement of licenses
- g. Court-ordered classes and/or court-ordered obligations (i.e. impoundment, immobilization, drug testing)

2. Waivers by the court of any special condition of probation or pretrial service shall be noted in the case file.

G. ADA & Language Interpreters

1. The Contractor shall have, either on staff or on an on-call basis, persons to assist the offenders in understanding and meeting the terms of pretrial services and probation pursuant to provisions of the Americans with Disabilities Act (ADA). e.g., Sign language interpreter, etc.

2. The Contractor shall have, either on staff or on an on-call basis, interpreters fluent in foreign languages to assist the offenders in understanding and meeting the terms of their court-ordered requirements.

H. Supervision

1. Initial Intake - The Contractor shall require an initial face-to-face contact with all offenders for supervision, unless waived by the court. The Contractor shall clearly explain all of the court-ordered terms to the offender in a manner that is understandable.

a. The Contractor shall ensure that substance abuse evaluations of offenders ordered by the court, or under agreement by the State Attorney in pre-trial diversion cases are conducted in a timely manner.

b. In cases where the offender is ordered not to have contact with a victim who shares the same residence, or when otherwise ordered by the court or is under agreement with the State Attorney, the Contractor shall verify the offender's home address.

c. The Contractor shall attempt to verify the offender's place of employment within thirty (30) days of initiation of supervision unless waived by the court.

2. Probation and Pretrial Diversion Supervision - In addition to the initial intake noted above, offenders will be required to report to the Contractor at

minimum one (1) time per month during their probation supervision term unless otherwise ordered/alterd by the court or the Contractor. If the probationer is ordered to complete a substance abuse evaluation, the Contractor shall provide the offender with a referral within fifteen (15) days of intake with the offender when possible. The Contractor will provide an initial probation appointment with the probationer's assigned officer no more than ten (10) days from initial intake. In the circumstance of Pretrial Diversion, the State Attorney's Office may alter the frequency of the visits in individual cases.

Attendance by offenders at court-ordered counseling sessions is in addition to required contacts with the Contractor.

3. Pretrial Community Supervision – In addition to the initial intake noted above, offenders on Pretrial Community Supervision will be required to report weekly to the Contractor unless waived by the court. The Contractor shall be responsible for ensuring there are at least two (2) face-to-face meetings per month (every other week) for each person who is placed on Pretrial Community Supervision. Additionally, each person in the program shall be required to call in to the telephone number designated by the Contractor once a week for the other two weeks or as otherwise required by the Contractor.

4. Pretrial Release – In addition to the initial evaluation for determination of placement into the Pretrial Release program, and upon placement into the program either by Pretrial Release staff or court order, offenders will be required to telephonically report to the Contractor on a weekly basis.

I. Change in Orders

Proposed orders of violations, modifications, and early terminations shall be prepared by the Contractor and shall conform to a format adopted by the court.

J. Community Service Work

The Contractor shall utilize governmental and non-profit agencies when scheduling probationers (including persons participating in a diversion program) to perform community service hours ordered by the court. The Contractor is responsible for the evaluation, screening, assignment and scheduling of all probationers ordered by County Court to perform community service hours. The Contractor shall only utilize governmental and non-profit agencies in which there is an agreement regulating the supervision of offenders performing community service hours. The Contractor shall verify and report compliance and non-compliance of court-ordered or agreed upon community service hours to the Clerk of Court, Court, or State Attorney. The Contractor shall be responsible to ensure probationers have or acquire special risk accident insurance which pays for necessary coverage while offenders perform their community service work. The Contractor is not permitted to utilize the services of probationers to perform community service work to the benefit of the Contractor.

K. Violations of Probation

1. When violation(s) of any terms/conditions of a Probation Order is alleged to have occurred, the Contractor shall advise the sentencing court of the alleged violation(s) by sworn affidavit within five business (5) days of the occurrence or as it becomes known to the Contractor along with any other documentation as established through procedures worked out between the Contractor and the courts. If the affidavit recommends revocation, the affidavit must include the circumstances under which revocation is being recommended. If requested by the County Court Judges, a summary report shall be submitted along with the Affidavit and Warrant addressing the status of the individual's probation.
2. In the event the Contractor recommends termination of probation prior to the probationer having completely paid restitution, fines or court costs, without notifying the sentencing court that these obligations have not been fulfilled, the Contractor shall be responsible for the payment of any remaining balances unless waived, for good cause, by the sentencing court.
3. In any case where the sentencing court's jurisdiction has been lost prior to all conditions of probation being satisfied by the probationer, the Contractor shall transmit a letter on Contractor's letterhead to the sentencing judge, with a copy to the Contract Monitor for the County, outlining, in detail, the efforts made by the Contractor to seek compliance with the terms/conditions of probation.

L. Employees and Subcontractors

1. Prior to the time the Agreement is executed, the Contractor shall submit to the County a list of the names of all employees, including those of any subcontractors or independent contractors to be used by the Contractor, if any. The list shall include job titles of all employees and each employee's education or experience level. The Contractor shall submit an updated list not less than once per year. The Contractor shall submit any proposed changes in subcontractors for prior approval by the court.
2. All officers hired by the Contractor to provide supervision of offenders under this Agreement must possess a high school diploma (or equivalent) and, at a minimum, a Bachelors degree, or a two (2) year degree and three (3) years of relevant experience in social work, community corrections, probation, pre-trial services or law enforcement, or five (5) years of relevant experience in social work, community corrections, probation, pre-trial services or law enforcement. A background check, including an FCIC/NCIC check, and verification of relevant employment and claimed education shall be conducted on all newly hired officers and supervisors to determine that the person is of good character and has no felony or other conviction involving dishonesty or deceit. Pursuant to section 948.15(3)(b), Florida Statutes, staff qualifications and criminal records 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. The Contractor shall adhere to the aforementioned criteria in this section for all supervisors hired, except: All supervisors hired by the Contractor to provide supervision of staff and probation/diversion supervision of offenders under this Agreement must possess a high school diploma (or equivalent) and, at a minimum, a Bachelors degree, or a high school diploma (or equivalent) and five (5) years of relevant experience in social work, community corrections, probation, pre-trial services or law enforcement.

3. Each employee, officer, supervisor and director, shall provide a signed affidavit, executed under oath, constituting an official statement within the purview of section 837.06, Florida Statutes, that the information provided by the person for his/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.

4. The Contractor and its associated staff members will coordinate with the County and the Florida Department of Law Enforcement (FDLE) in order for the Contractor to become FDLE-certified so that the Contractor can obtain FDLE criminal history checks in order to perform the services under this Agreement. The Contractor shall become familiar with, comply with, and execute the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum (attached as Attachment "D" hereto and incorporated herein) in conjunction with the execution of this Agreement. All of the Contractor's staff members who perform criminal history checks must take the FDLE Criminal Justice Information Services (CJIS) certification class and recertify every two (2) years.

5. Each member of the Contractor's staff providing services at the Brevard County Jail shall be subject to the approval of the Administrator of the Brevard County Jail. Any staff member not so approved shall not be authorized to provide services under this Agreement. The Contractor shall provide an alternate staff member who meets the approval of the Administrator.

6. The Contractor shall provide the County with any contracts with any subcontractors or vendors or any documentation of any financial commitments the Contractor makes over the term of this Agreement (and any renewal) in order to provide the services under this Agreement.

M. Contractor's Financial Records

1. In addition to maintaining the individual case files, the Contractor shall maintain financial records, capable of being audited, 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 180 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.

2. The Contractor shall provide to the County, a copy of the Contractor's fiscal budget each year within thirty (30) days of the beginning of its fiscal year.

3. Financial Procedures -- Each person on probation/diversion/community supervision shall have a specific account for all money collected from that person. The Contractor shall provide a designated employee(s), who is not involved in supervising any supervised clients, who will be responsible for collecting payments, fees, etc., from all supervised clients. When the supervised person makes a payment to the Contractor, the designated employee of the Contractor shall immediately issue a receipt to the supervised person for the amount paid. Each receipt shall state the total amount paid, the total balances due, how the money from the payment is allocated, and the next scheduled appointment. Each receipt shall be unique with watermarks and other distinct features that change daily, weekly and monthly to avoid forgery. The Contractor shall adopt procedures (which shall be submitted to and approved by the County) to ensure monies are securely received and accounted for properly. The Contractor shall ensure that receipts are available in both English and Spanish.

N. Performance Benchmarks

1. The Contractor shall also record and maintain statistical data concerning the following:

- (a) Number and types of cases being supervised/handled, terminated, and completed - listed by program;
- (b) Number of cases successfully terminated, including early successful terminations, cases terminating in lost jurisdiction, and cases unsuccessfully terminated from probation and diversion programs listed by program;
- (c) Number of in-person visits and number of other visits and type of visit for each program;
- (d) Hours of community service performed by offenders by program;
- (e) Payments made under supervision or rehabilitation by program;
- (f) Recidivism data
- (g) Such additional information as may be required by the Administrative County Court Judge, or the County to assist them in

evaluating the effectiveness of the Contractor's activities. A quarterly report shall be submitted to the County, and to the Chief Judge pursuant to section 948.15(3), Florida Statutes.

2. The Contractor will provide annual reports, and any other statistical reports as requested by the court, law enforcement, the Chief Judge, Administrative County Court Judge, Court Administrator, the Brevard County Sheriff's office, and/or the County.

3. The Contractor will provide the County with home and cell telephone numbers in addition to business telephone numbers, of Company owners in addition to local management staff in order for the County-designated contract manager to address any concerns under the Agreement.

4. The Contractor agrees to participate in a quarterly meeting as requested by the County or the Chief Administrative County judge to review procedures and provision of services and to discuss any changes needed in the provision of services under this Agreement.

5. Within thirty (30) days of the effective date of the Agreement, the Contractor shall provide the County and the Chief Administrative Judge of the County Court a comprehensive list of all companies, corporations, or any other providers of rehabilitative programs, social services, vocational services, etc., with which it partners or to which it refers supervised people. This list shall be updated every six (6) months or as otherwise necessary and a copy forwarded to the County and Chief Administrative County Court judge.

6. The Contractor shall participate in the regular meetings of the Brevard County Public Safety Coordinating Council and any other meetings as reasonably requested by the County.

O. Applicable Provisions of Law -- The Contractor acknowledges the requirement, insofar as it may be deemed to be acting on behalf of either the County or court, to comply, when applicable, with Florida public records and open meeting laws, and all other applicable provisions of Federal, State and local law.

P. Schedule of Fees for Service -- The Contractor shall provide the County with a fee schedule for users of services provided and a strategy for providing services to indigent offenders at reduced or no cost.

#### ATTACHMENT B

#### FEES:

DESCRIPTION	FEE AMOUNT
Misdemeanor Probation	
Basic Supervision	\$45.00/Month
Intermediate Supervision	\$55.00/Month
Intensive Supervision	\$55.00/Month



Item	Category	Task	PPS Staff Assigned	Comments/Status	Time Frame
1.	Facility and Property	Locate Office Space.			Pre-award
2.	Facility and Property	Layout of offices office. Meeting, supply, break rooms and reception areas.			Pre-award
3.	Facility and Property	Determine need for physical build out such as counter and walls, for office.			Pre-award
4.	Facility and Property	Zoning restrictions for a correctional service type of business for office.			Pre-award
5.	Facility and Property	Proximity to public transportation and parking for clients for office.			Pre-award
6.	Facility and Property	Safe and ample parking for staff for office.			Pre-award
7.	Business	Prepare financial budget.			Pre-award
8.	Business Management	Develop listing of community service agencies and contract information.		Begin Prior to award	1-5 Days
9.	Brevard County	Brevard County Award.		Notice of award	1 Day
10.	Brevard County	Agreement Execution.		Agreement Execution	1 Day
11.	Facility and Property	Lease negotiation for office.		Upon award, execute final lease	Pre-award
12.	Facility and Property	Fire alarm system. Activate security system for office.		Commence process upon lease approval	1 Day
13.	Facility and Property	Secure and provide keys to staff and landlord.		Upon final execution of lease	1 Day
14.	Facility and Property	Establish utility accounts for electrical, gas, water, and sanitation for possible 3 <sup>rd</sup> location.		Commence upon lease approval	7-10 Days
15.	Facility and Property	Coordinate build out of office facility, if required.		Commence upon lease approval	7-21 Days
16.	Facility and property	Procure initial furniture and supply orders. Purchase locally.		Commence upon award	2 Days
17.	Facility and Property	Contract building services for office location; Maintenance of mechanical systems, electrical systems, and plumbing systems and other services for refuse collection, landscaping and cleaning.		Commence upon lease approval	3-5 Days
18.	Facility and Property	Exterior office signage		Order upon contract award/notice to proceed	5-10 Days
19.	Facility and Property	Telecommunications including long distance service for office		Commence upon award	14-21 Days
20.	Facility and Property	Facsimile/Copier		Commence upon award/notice to proceed	2-10 Days
21.	Facility and Property	Certificate of occupancy location		Request upon lease approval	14-21 Days
22.	Facility and Property	Phone system at office location, if necessary		Commence upon lease approval	3-5 Days
23.	Information systems and technology	Wiring for computers and telephones		Tasks to begin upon notification old award/notice to proceed	3-7 Days
24.	Information systems and technology	Configure and install firewall, server and work stations		Commence upon award/notice to proceed	14-21 Days
25.	Information systems and Technology	Date and entry of existing cases		Commence upon receipt of data from current vendor	10-30 Days

26.	Court Administration	Preparations of program publications and materials/community introductions		Commence upon award/notice to proceed	30 Days
27.	Court Administration	Meet with court to coordinate court procedures		Commence upon award/notice to proceed	1-3 Days
28.	Court Administration	Meet with court to coordinate processes and procedures regarding various reports		Commence upon award/notice to proceed	1-3 Days
29.	Court Administration	Implement specific court documents and forms printing		Commence after meeting with court officials and COC	8-10 Days
30.	Court Administration	Review court calendar and implement court service schedule in coordination with court		Commence upon award/notice to proceed	1-3 Days
31.	Court Administration	Seek input from court and clerk regarding staff hiring recommendations		Commence upon award/notice to proceed	3-5 Days
32.	Court Administration	Implement interim and final implementation status report. Format/content/schedule for court as desired		Commence upon award/notice to proceed	1-3 Days
33.	Human Resources	Assign existing staff		Agreement execution	1 Day
34.	Human Resources	Contact County/state employment office with job specifications for any open positions, implement initial staffing plan, advertise position notices, initial interviews and 2 <sup>nd</sup> interviews		Upon award	1-5 Days
35.	Human Resources	Initial and second interviews of additional staff, if needed.		After close date for receipt of applications on candidates selected for hiring employment.	10-14 Days
36.	Human Resources	Complete Pre-employment background checks and drug testing for any new employees.		Offer to be made with contingency that drug screen and background investigation be passed	14-21 Days
37.	Staff training case, management and quality assurance	Provide initial onsite orientation training for new staff (case mgt. and date entry), court view, financial management and control.		10 days prior to operational date; if not completed, use experienced transition staff from other locations	10-20 Days
38.	Staff training case, management and quality assurance	Coordinate and provide basic training for new probation officers.		Same as above	5-10 Days
39.	Staff Training case, management and quality assurance	Implement ancillary programs and services.		Commence upon award/notice to proceed	10-20 Days
40.	Staff training case, management and quality assurance	Implement local policies and procedures for general case management.		Primary task of tailoring existing policy/procedures to Brevard County Operational needs	7-10 Days
41.	Staff training case, management and quality assurance	Identify existing cases and implement operating procedures for intake, court attendance, revocations, and offender reporting.		Commence upon receipt of data from current vendor and in consultation with court officials	7-20 Days
42.	Staff training case, management and quality assurance	Train on case data entry processes implement financial collections processes and procedures.		In consultation with court officials, commence upon award/notice to proceed	7-20 Days
43.	Financial accounting and business management	Establish internal business systems, contract information, budget, suppliers, cash policy, and procedure training.		Upon award	7-10 Days

44.	Financial accounting and business management	Implement agreed upon processes for court and restitution payments		Complete prior to operational date	1-5 Days
45.	Financial accounting and business management	Establish local banking service		Upon award	1-3 Days
46.	Financial accounting and business management	Obtain insurance coverage as required		Complete prior to operational date	7-21 Days
47.	Business Development and community relations	Meet with local law enforcement agencies and establish working relationships		Commence prior to award	14-21 Days
48.	Business Development and community relations	Identify and meet with local community referral agencies		Commence prior to award	14-21 Days
49.	Management and administration	Meet with COC to review accounting and reporting requirements		Complete prior to operational date	1-10 Days
50.	Management administration	Meet with county contract administration and COC to review Agreement requirements and plans for transition		Upon Agreement execution	1 Day
51.	Management and administration	Meet with key judges to review Agreement requirements and define expectations		Upon Agreement execution	3 Days
52.	Management and administration	Meet with contract administrator to discuss transition plan progress and any plan adjustments on behalf of county		30 days from Agreement execution	1 Day
53.	Business Development and community relations	Identify and meet with local community service agencies; develop points of contact, reporting, monitoring, and special requirements		Commence upon award/notice to proceed	14-21 Days

Tab 12- Transition Plan

## **ATTACHMENT D**

### **FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES**

#### **SECURITY ADDENDUM**

The goal of this document is to provide adequate security for criminal justice systems while under the control or management of a private entity, the Contractor. Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

#### 1.00 Definitions

1.01 Administration of criminal justice -the detection, apprehension, detention, pretrial release, post-trial release, prosecution, adjudication, correctional supervision, or rehabilitation of accused persons or criminal offenders. It also includes criminal identification activities; the collection, storage, and dissemination of criminal history record information; and criminal justice employment.

1.02 Agency Coordinator (AC) -a staff member of the Contract Government Agency, who manages the agreement between the Contractor and agency.

1.03 Contract Government Agency (CGA) -the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.04 Contractor -a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

1.05 CJIS Systems Agency (CSA) -a duly authorized state, federal, international, tribal, or territorial criminal justice agency on the CJIS network providing statewide (or equivalent) service to its criminal justice users with respect to the CJIS data from various systems managed by the FBI CJIS Division. There shall be only one CSA per state or territory. In federal agencies, the CSA may be the interface or switch to other federal agencies connect to the FBI CJIS systems.

1.06 CJIS Systems Officer (CSO) -an individual located within the CJIS Systems Agency responsible for the administration of the CJIS network for the CJIS Systems Agency.

1.07 Criminal Justice Agency (CJA) The courts, a governmental agency, or any subunit of a governmental agency which performs the administration of criminal justice pursuant to a statute or executive order and which allocates a substantial part of its annual budget to the administration of criminal justice. State and federal Inspectors General Offices are included.

1.08 Noncriminal Justice Agency (NCJA) -a governmental agency or any subunit thereof that provides services primarily for purposes other than the administration of criminal justice.

1.09 Noncriminal justice purpose -the uses of criminal history records for purposes authorized by federal or state law other than purposes relating to the administration of criminal justice, including employment suitability, licensing determinations, immigration and naturalization matters, and national security clearances.

1.10 Security Addendum -a uniform addendum to an agreement between the government agency and a private contractor, approved by the Attorney General of the United States, which specifically authorizes access to criminal history record information, limits the use of the information to the purposes for which it is provided, ensures the security and confidentiality of the information consistent with existing regulations and the CJIS Security Policy, provides for sanctions, and contains such other provisions as the Attorney General may require.

2.00 Responsibilities of the Contracting Government Agency

2.01 The CGA entering into an agreement with a Contractor is to appoint an AC.

2.02 In instances in which responsibility for a criminal justice system has been delegated by a CJA to a NCJA, which has in turn entered into an agreement with a Contractor, the CJA is to appoint an Agency Liaison to coordinate activities between the CJA and the NCJA and Contractor. The Agency Liaison shall, inter alia, monitor compliance with system security requirements. In instances in which the NCJA's authority is directly from the CSA, there is no requirement for the appointment of an Agency Liaison.

2.03 The AC will be responsible for the supervision and integrity of the system, training and continuing education of employees and operators, scheduling of initial training and

testing, and certification testing and all required reports by NCIC.

2.04 The AC has the following responsibilities:

- a. Understand the communications and records capabilities and needs of the Contractor which is accessing federal and state records through or because of its relationship with the CGA;
- b. Participate in related meetings and provide input and comments for system improvement;
- c. Receive information from the CGA (e.g., system updates) and disseminate it to appropriate Contractor employees;
- d. Maintain and update manuals applicable to the effectuation of the agreement, and provide them to the Contractor;
- e. Maintain up-to-date records of employees of the Contractor who access the system, including name, date of birth, social security number, date fingerprint card(s) submitted, date security clearance issued, and date initially trained, tested, certified or recertified (if applicable);
- f. Train or ensure the training of Contractor personnel. If Contractor personnel access NCIC, schedule the operators for testing or a certification exam with the CSA staff, or AC staff with permission from the CSA staff. Schedule new operators for the certification exam within six (6) months of employment. Schedule certified operators for re-certification testing within thirty (30) days prior to the expiration of certification. Schedule operators for any other mandated class;
- g. The AC will not permit an untrained/untested or non-certified employee of the Contractor to access a CJIS System;
- h. Where appropriate, ensure compliance by the Contractor with NCIC validation requirements;
- i. Provide completed Applicant Fingerprint Cards on each person within the Contractor who accesses the System to the CJA (or, where appropriate, CSA) for criminal background investigation prior to such employee accessing the system; and
- j. Any other responsibility for the AC promulgated by the FBI.

2.05 The CSA shall ensure that all NCIC hot file transactions be maintained on an automated log for a minimum of six months and Interstate Identification Index (III) transactions be maintained on an automated log for a minimum of one year. This automated log must clearly identify the operator on III transactions, the authorized receiving agency, the requester, and any secondary recipient. This information can be captured at log on and can be a name, badge number, serial number, or other unique number.

### 3.00 Responsibilities of the Contractor

3.01 The Contractor shall maintain a security program which complies with this Security Addendum.

3.02 The Contractor shall assign a Security Officer accountable for the management of this security program. This person shall coordinate with the CGA to establish the security program.

3.03 The Contractor shall document the security program in a Security Plan. The Security Plan shall describe the implementation of the security requirements described in this Security Addendum, the associated training program, and the reporting guidelines for documenting and communicating security violations to the CGA. The Security Plan shall be subject to the approval of the CJA, even in instances in which the CGA is the NCJA.

3.04 The Contractor shall provide for a Security Training Program for all Contractor personnel engaged in the management, development, operation, and/or maintenance of criminal justice systems and facilities. Annual refresher training shall also be provided.

3.05 The Contractor shall establish a security violation response and reporting procedure to discover, investigate, document, and report on all security violations. Violations which endanger the security or integrity of the criminal justice system or records located therein must be communicated to the CGA immediately. Minor violations shall be reported to the CGA on a periodic basis, but in no instance less than quarterly. See Section 8.01.

3.06 The Contractor's facilities will be subject to unannounced security inspections performed by the CGA. These facilities are also subject to periodic FBI and state audits.

3.07 The security plan is subject to annual review by the CJA and the Contractor. During this review, efforts will be made to update the program in response to security violations, changes in policies and standards, and/or changes in federal and state law and technology.

3.08 The Contractor and its employees will comply with all federal and state laws, rules, procedures and policies (including the CJIS Security Policy in effect when the contract is executed) formally adopted by the FBI and the CJIS APB, including those governing criminal history record information.

### 4.00 Site Security

4.01 The Contractor shall dedicate and maintain control of the facilities, or areas of facilities, that support the CGA.

4.02 All terminals physically or logically connected to the computer system accessing NCIC and the criminal justice files must be segregated and screened against unauthorized use or observation.

### 5.00 System Integrity

5.01 Only employees of the Contractor, employees of CGA, the Agency Liaison, and such other persons as may be granted authorization by the CGA shall be permitted access to the system.

5.02 The Contractor shall maintain appropriate and reasonable quality assurance procedures.

5.03 Access to the system shall be available only for official purposes consistent with the appended Agreement. Any dissemination of NCIC data to authorized employees of the Contractor is to be for their official purposes.

5.04 Information contained in or about the system will not be provided to agencies other than the CGA or another entity which is specifically designated in the contract.

5.05 All criminal history record information requests must be authorized by the appended Agreement. A current up-to-date log concerning access and dissemination of criminal history record information shall be maintained at all times by the Contractor.

5.06 The Contractor will ensure that its inquiries of CJIS Systems and any subsequent dissemination conforms with applicable FBI/CJIS policies and regulations, as set forth in (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. All disseminations will be considered as "Unclassified, For Official Use Only."

5.07 The Contractor shall protect against any unauthorized persons gaining access to the equipment, any of the data, or the operational documentation for the criminal justice information system. In no event shall copies of messages or criminal history record information be disseminated other than as envisioned and governed by the appended Agreement.

#### 6.00 Personnel Security

6.01 Appropriate background investigations must be conducted on all Contractor employees and the Contractor's vendors which provide system maintenance support.

6.02 Thorough background screening by the CGA is required. This investigation includes submission of a completed applicant fingerprint card to the FBI through the state identification bureau. State and national record checks by fingerprint identification must be conducted for all personnel who manage, operate, develop, access and maintain criminal justice systems and facilities. Record checks must be completed prior to employment.

6.03 When a request is received by the CSA before system access is granted:

a. The CGA on whose behalf the Contractor is retained must check state and national arrest and fugitive files. These checks are to be no less stringent than those

performed on CJA personnel with access to NCIC.

b. If a record of any kind is found, the CGA will be formally notified, and system access will be delayed pending review of the criminal history record information. The CGA will in turn notify the Contractor-appointed Security Officer.

c. When identification of the applicant with a criminal history has been established by fingerprint comparison, the CGA's designee will review the matter. A Contractor employee found to have a criminal record consisting of any felony convictions or of misdemeanor offenses which constitute a general disregard for the law is disqualified. Applicants shall also be disqualified on the basis of confirmations that arrest warrants are outstanding for such applicants.

d. If an adverse employment determination is made, access will be denied and the Contractor-appointed Security Officer will be notified in writing of the access denial. This applicant will not be permitted to work on the contract with the CGA. Disqualified employees and applicants for employment shall be notified of the adverse decisions and the impact that such records had on such decisions. The CGA may request the CSO to review an adverse employment decision in extenuating circumstances.

6.04 The investigation of the applicant's background shall also include contacting of employers (past or present) and personal references.

6.05 The Security Officer shall maintain a list of personnel who successfully completed the background investigation

6.06 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes.

6.07 The CGA shall ensure that each Contractor employee authorized to access CJIS network terminals or information provided therefrom is specially trained in the state and federal laws and rules governing the security and integrity of criminal justice information.

6.08 All visitors to sensitive areas of Contractor facilities must be escorted at all times by a Contractor employee with clearance. Names of all visitors shall be recorded in a visitor log, to include date and time of visit, name of visitor, purpose of visit, name of person visiting, and date and time of departure. The visitor logs shall be maintained for five years following the termination of the contract.

## 7.00 System Security

7.01 Transmission, processing, and storage of CJA information shall be conducted on dedicated systems. Increased reliance should be placed on technical measures to support the ability to identify and account for all activities on a system and to preserve system integrity.

7.02 The system shall include the following technical security measures:

- a. unique identification and authentication for all interactive sessions;
- b. if warranted by the nature of the contract, advanced authentication techniques in the form of digital signatures and certificates, biometric or encryption for remote communications;
- c. security audit capability for interactive sessions and transaction based logging for message-based sessions; this audit shall be enabled at the system and application level;
- d. access control mechanisms to enable access to be restricted by object (e.g., data set, volumes, files, records) to include the ability to read, write, or delete the objects;
- e. ORI identification and access control restrictions for message based access;
- f. system and data integrity controls.
- g. access controls on communications devices;
- h. confidentiality controls (e.g., partitioned drives, encryption, and object reuse).

7.03 Data encryption shall be required throughout the network passing through a shared public carrier network.

7.04 The Contractor shall provide for the secure storage and disposal of all hard copy and media associated with the system to prevent access by unauthorized personnel.

7.05 The Contractor shall establish a procedure for sanitizing all fixed storage media (e.g., disks, drives) at the completion of the contract and/or before it is returned for maintenance, disposal or reuse. Sanitization procedures include overwriting the media and/or degaussing the media. If media cannot be successfully sanitized it must be returned to the CGA or destroyed.

## 8.00 Security violations

8.01 Consistent with Section 3.05, the Contractor agrees to inform the CGA of system violations. The Contractor further agrees to immediately remove any employee from assignments covered by this contract for security violations pending investigation. Any violation of system discipline or operational policies related to system discipline are grounds for termination, which shall be immediately reported to the AC in writing.

8.02 The CGA must report security violations to the CSO and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

8.03 Security violations can justify termination of the appended agreement.

8.04 Upon notification, the FBI reserves the right to:

a. Investigate or decline to investigate any report of unauthorized use;

b. Suspend or terminate access and services, including the actual NCIC telecommunications link. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CJA and Contractor. Upon termination, the Contractor's records containing criminal history record information must be deleted or returned to the CGA.

8.05 The FBI reserves the right to audit the Contractor's operations and procedures at scheduled or unscheduled times. The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

9.00 Miscellaneous provisions

9.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

9.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they provide a minimum basis for the security of the system and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

9.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

9.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director  
Criminal Justice Information Services Division, FBI  
1000 Custer Hollow Road  
Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

**CERTIFICATION**

I hereby certify that I am familiar with the contents of (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

\_\_\_\_\_  
Signature of Contractor Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization and Title

[FBI SA 8/2006]