

**MISDEMEANOR PROBATION SERVICES FOR THE
FOURTH JUDICIAL CIRCUIT, IN AND FOR NASSAU COUNTY, FL**

THIS CONTRACT is made and entered into as of the 13th day of December, 2021, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County" and **CLEAR VIEW TRANSFORMATIONS, INC.**, authorized to do business in the State of Florida as a non-profit corporation, hereinafter referred to as the "Contractor".

WHEREAS, certain misdemeanor defendants are placed on probation by the County Court, Fourth Judicial Circuit, Nassau County (the County Court); and

WHEREAS, Section 948.15, Florida Statutes, states that supervision, rehabilitation and probation services may be provided by a Court approved private entity; and

WHEREAS, the Court has utilized a private misdemeanor probation service for the supervision, rehabilitation and probation services in Nassau County; and

WHEREAS, the Nassau County Administrative Judge recommends, to the County, that the Contractor continue to provide probation services and recommends that the County enter into a new contract which establishes minimum standards of service and financial accountability for the Contractor; and

WHEREAS, the Nassau County Administrative Judge has reviewed the evaluation report generated by Purvis, Gray and Company, LLP, has provided a copy of the report to the Contractor and has reviewed the Contractor's responses to the report; and

WHEREAS, the County is entering into this contract based upon the recommendations of the Nassau County Administrative Judge; and

WHEREAS, any private entity, pursuant to Section 948.15(3), Florida Statutes, must contract with the County in which the services are rendered; and

WHEREAS, the County shall be deemed a third-party beneficiary of this contract and this contract shall be administered and supervised by the Office of the Court Administrator of the Fourth Judicial Circuit of Florida and by the Nassau County Administrative Judge and the Nassau County Court Judge.

NOW THEREFORE, in consideration of the mutual covenants and provisions contained herein, and for other valuable consideration received by the parties, the County and the Contractor agree as follows:

ARTICLE 1 SCOPE OF SERVICES

1.1 The Contractor shall provide misdemeanor probation services as required by this agreement and by the Court Administrator and Nassau County Administrative Judge. The Contractor agrees to provide, but not limited to, the services as described in Attachment "A", attached hereto and incorporated by this reference, to court ordered probationers

under their supervision consistent with standards and criteria of the Florida Department of Corrections.

- 1.2 Contractor may suggest other providers for services such as Batterers Intervention Program, Anger Management, Drug and Alcohol Assessments and others. The list of providers must be approved by the Nassau County Administrative Judge and registered with the County. The Contractor, or any officer or owner of the Contractor, shall disclose any ownership interest it may have in any service provider that is referred to the probationer.

ARTICLE 2 TERM AND RENEWAL

- 2.1 The term of the Contract shall begin on the date first above written, upon the signatures of all parties and shall remain in effect for one (1) year. The performance period of this Contract may be extended upon agreement between the parties. Any extension of performance period under this provision shall be in one (1) year increments. Total contract length and individual one (1) year extensions shall be upon recommendation of the Nassau County Administrative Judge to the Board of County Commissioners of Nassau County and execution of a formal extension.

ARTICLE 3 PAYMENTS TO THE CONTRACTOR

- 3.1 The Contractor is entitled to collect from each probationer, costs of supervision as may be ordered by the sentencing Court, and as authorized by Florida Statute. This amount is currently established at \$60 per month by the Court Administrator and the Nassau County Administrative Judge. The Court Administrator and the Nassau County Administrative Judge shall review this amount at least annually and may order an increase or decrease for new cases, at its discretion, according to Florida law. The Contractor shall maintain documentation of all these payments.
- 3.2 The sentencing Court may, in its direction, order that cost of supervision fees be waived in cases involving indigent probationers. The Contractor agrees to accept indigent probationers as required by Florida Statutes, Section 948.15(3)(f). Indigents, whose fees have been waived by the Court, are ensured placement irrespective of ability to pay.
- 3.3 The County, the Chief Judge, the Court Administrator, the Nassau County Administrative Judge and the County Court Judge do not assume any liability to the Contractor for its costs of supervision or any uncollected fees.
- 3.4 The Contractor shall collect all Cost of Supervision (COS) fees, community insurance fee, immobilization fees, and electronic monitoring fees which are part of a probationary sentence. The Contractor shall collect, deposit, disburse, and receipt all such fees in the manner set forth in Attachment "C". It may be modified upon recommendation and mutual consent of both the Contractor and the Nassau County Administrative Judge.
- 3.5 The County and the Nassau County Administrative Judge make no representations as to the number, if any, of cases that may be assigned to the Contractor.

ARTICLE 4 OVERSIGHT OF PAYMENTS TO NASSAU CLERK OF COURTS

4.1 The Nassau County Clerk of the Courts shall collect and disburse all payments for restitution, fines, investigation costs, prosecution costs, Public Defender Applications Fee Assistance and all court costs and fees so ordered by the sentencing Court as part of a probationary sentence. The Contractor shall oversee the payment of all such fees to the Clerk of the Courts in the manner set forth in Attachment "B". It may be modified upon recommendation and mutual consent of both the Contractor and the Nassau County Administrative Judge.

ARTICLE 5 TERMINATION

5.1 This Contract may be terminated by the Contractor, without cause, upon six (6) months prior written notice.

5.2 This Contract may be terminated by the County upon the recommendation of the Nassau County Administrative Judge with cause amounting to a breach of the terms hereof by providing written notice to the Contractor, or without cause, in the sole and absolute discretion of the Nassau County Administrative Judge upon providing thirty (30) days written notice to the Contractor with a copy to the County Manager. After receipt of a Termination Notice, and except as otherwise directed by the Nassau County Administrative Judge, the Contractor shall transfer all active files to the Court or Nassau County Administrative Judge, transfer any funds that have been collected and not yet disbursed, and assist the Nassau County Administrative Judge or the Court in an orderly transition. The right of termination provided to the Nassau County Administrative Judge shall be cumulative of all other remedies available at law.

ARTICLE 6 PROGRAM SERVICES AUDIT

6.1 The Nassau County Administrative Judge, Court Administrator or Nassau County Court Judge may designate representatives to visit the Contractor's probation facilities periodically to conduct random open file evaluations during the Contractor's normal business hours and provide a copy of the appropriate reports to the County Manger and the Nassau County Clerk of Court.

ARTICLE 7 PERSONNEL

7.1 The Contractor represents that it has secured, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such probation personnel (except for instructors and group facilitators) shall not be employees of or have any contractual relationship with the County, the Court, or any law enforcement agency.

7.2 The Contractor will maintain a minimum staffing level of at least one probation officer per each one hundred and fifty (150) probationers to insure effective supervision of probationers, pursuant to Section 948.15(3)(c), Florida Statutes. To the highest extent possible, the Contractor shall assign each probationer to a probation officer who shall maintain and be responsible for the case throughout the term of the probation.

- 7.3 Services required herein shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.
- 7.4 Probation officers hired for this contract must possess, at a minimum, a high school diploma or equivalent. All supervisors must possess a Bachelor's Degree or have an equivalent combination of education and relevant experience. A background check, FCIC check, and verification of relevant employment and claimed education shall be conducted on all newly hired probation 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 record checks of staff shall comply with standards established by the American Correctional Association as of January 1, 1991. Copies of which shall be provided to the Nassau County Administrative Judge, Nassau County Court Judge, Court Administrator and County Manager. Nassau County Administrative Judge, Court Administrator, Nassau County Court Judge and Nassau County Clerk of Court's representatives shall have the authority to examine any and all files maintained by the Contractor.
- 7.5 Each employee, officer, director, and principal 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 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 Nassau County Administrative Judge, Nassau County Court Judge and the Court Administrator upon request.

ARTICLE 8 FEDERAL AND STATE TAX

- 8.1 The Contractor is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certification submitted by the Contractor. The Contractor shall not be exempted by virtue of the County's Exemption from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's Tax Exemption Number in securing such materials.
- 8.2 The Contractor shall be responsible for payments of its own and its share of its employees FICA and Social Security benefits with respect to this contract.

ARTICLE 9 INDEMNIFICATION

- 9.1 The Contractor will indemnify and hold harmless the County, the Nassau County Clerk of Court and the Court, including the Nassau County Administrative Judge and the Nassau County Court Judge and their 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 the work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to loss or to destruction of

tangible property, including loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor and/or Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

- 9.2** In any and all claims against the County, the Nassau County Clerk of Court, Court, including the Nassau County Administrative Judge, Nassau County Court Judge and Court Administrator, or any of their agents or employees, by any employee of the Contractor, or Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under Workers' Compensation acts, disability benefit acts, or other employee benefits act.

ARTICLE 10 EQUAL EMPLOYMENT/NONDISCRIMINATION

- 10.1** In accordance with Federal, State and Local law, the Contractor warrants and represents that it will not discriminate against any employee, applicant for employment, or clients because of race, color, religion, sex, national origin or handicap. The Contractor will be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of this contract.

ARTICLE 11 INSURANCE

- 11.1** The Contractor shall maintain appropriate insurance required to perform services as detailed under Scope of Services as required by State of Florida statutes and regulations.
- 11.2** The Contractor shall not commence work until he/she has obtained all insurance required under this Paragraph, and such insurance has been approved by the Court Administrator with a copy of said approval to the County Manager.
- 11.3** All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish Certificates of Insurance to the Court Administrator prior to the commencement of operations. The Certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this section, and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the County. Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligations under this Contract.
- 11.4** The Contractor shall maintain, during the term of this Contract, Standard Professional Liability Insurance in the amount of \$1,000,000.00 on a claim made basis and provide proof of said insurance to the Court Administrator.
- 11.5** The Contractor shall maintain, during the term of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000.00 per occurrence to protect the firm from claims for damages for bodily injury, including wrongful death, as well as from claims of

property damage, which may arise from any operations under this Contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor. Proof of said insurance shall be provided to the Court Administrator.

- 11.6 The Contractor shall maintain, during the term of this Contract, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees pursuant to Florida Statutes, Section 440.02. Proof of said insurance shall be provided to the Court Administrator.
- 11.7 All insurance, other than Professional Liability and Workers' Compensation, maintained by the Contractor, shall specifically include the County and Courts as an "Additional Insured".

ARTICLE 12 FINANCIAL OBLIGATION

- 12.1 The County will have no financial obligation to Contractor pursuant to this Contract. Financial obligation includes, but is not limited to, funds of any type for services pursuant to the Contract.

ARTICLE 13 GOVERNING LAWS/VENUE

- 13.1 This Contract shall be consistent with, and governed by, the terms herein and Section 948.15, Florida Statutes, and the laws of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. All litigation arising under this Contract shall be brought in Nassau County, Florida.

ARTICLE 14 LIABILITY/RIGHTS

- 14.1 Neither the County, the Nassau County Clerk of Court, Nassau County Administrative Judge and the Nassau County Court Judge nor the Contractor shall be construed as creating any personal liability on the part of any officer or agent of the County or Court which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County, the Nassau County Clerk of the Court, Court and the Contractor.
- 14.2 The Contractor will not be permitted to assign its contract with the County, or to subcontract any of the work requirements to be performed without obtaining prior written approval by the Nassau County Administrative Judge and a copy to the County Manager.

ARTICLE 15 DISCLOSURE AND CONFLICT OF INTEREST

- 15.1 The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Section 112.311, Florida Statutes. The Contractor further represents that no person having any interest shall be employed for said performance.
- 15.2 Upon execution of this Agreement, and thereafter as any changes occur, the Contractor shall notify the Nassau County Administrative Judge with a copy to the County of any

financial interest it may have in any and all programs utilized by those people placed on probation in Nassau County while the Contractor sponsors, endorses, recommends, supervises, or requires for counseling, assistance, evaluation or treatment. This provision shall apply whether or not such program is required by statute, as a condition of probation, or is provided on a voluntary basis.

- 15.3 Financial interest includes, but is not limited to: monetary compensation, referral fees, mutuality of officers, directors or employees, and any other information available to assist the County and the County Court in evaluating the various programs and their relationships with the Contractor.

ARTICLE 16 PLEDGE/IMPAIRMENT/ABILITY

- 16.1 The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 CONTINGENT FEES

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

ARTICLE 18 INDEPENDENT CONTRACTOR RELATIONSHIP

- 18.1 The Contractor is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the County or Court. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respect the Contractor's relationship and the relationship of its employees to the Court shall be that of an Independent Contractor and not as employees or agents of the County or Court. The Contractor does not have the power or authority to bind the County or Court in any promise, agreement, or representation other than specifically provided for in this agreement.

ARTICLE 19 ACCESS AND AUDITS

- 19.1 The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work, as well as records of payments received and disbursed for at least five (5) fiscal years. The County, the Court Administrator, the Auditor General, the Office of Program Policy Analysis and Government Accountability, Clerk of the Circuit Court or agents thereof, shall have access to such books, records, and

documents as required in this section for inspection or audit during normal business hours, at the Contractor's place of business, pursuant to Section 948.15(3), Florida Statutes. The Contractor shall produce any required documents within ten (10) days of said request.

ARTICLE 20 ENTIRETY OF CONTRACTUAL AGREEMENT

20.1 The County, the Court and the Contractor agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 21 ENFORCEMENT COSTS

21.1 If any legal action or other proceeding is brought for the enforcement of this Contract, or because of any alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, Court costs (including without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 22 AUTHORITY TO PRACTICE

22.1 The Contractor shall observe and obey all Court Administrator procedures, ordinances, and regulations of the Federal, State and County government, which may be applicable to the service being provided. The Contractor, hereby, represents and warrants that it, has and will continue to maintain all necessary permits, licenses and approvals required to conduct its business, and that it will always conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the Court Administrator upon request.

ARTICLE 23 SEVERABILITY

23.1 If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

ARTICLE 24 DOCUMENTS

24.1 The documents which comprise this Agreement between the County and the Contractor are attached hereto and made a part hereof and consist of the following:

- A. This Agreement;
- B. The Scope of Services, attached hereto as Attachment "A";

- C. Policy and Procedures for Collection and Distribution of Funds and Policy and Procedures for Collecting and Receiving Service Fees, attached hereto as Attachment "B" and Attachment "C".

ARTICLE 25 JUDICIAL SUPERVISION

25.1 The performance and requirements of the Contractor as set forth herein shall be under the supervision of the Chief Administrative Judge and the Nassau County Court Judge. The Chief Administrative Judge and the Nassau County Court Judge, by executing this contract, agree to the terms and the oversight responsibilities.

IN WITNESS WHEREOF, the parties have executed this Contract, in two (2) copies, each of which shall be deemed an original on this day and year first above written.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

THOMAS R. FORD
Its: Chairman

Attest to Authenticity of
Chairman's Signature

JOHN A. CRAWFORD
Its: Ex-Officio Clerk


Approved as to form by the
Nassau County Attorney

MICHAEL MULLIN, Esquire

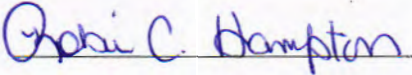
Nassau County Administrative Judge

Honorable JAMES H. DANIEL

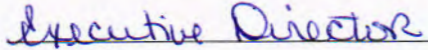
Nassau County Court Judge


Honorable JENNY H. BARRETT

CLEAR VIEW TRANSFORMATIONS, INC.

_____

By: CVT _____

Its: _____

ATTACHMENT "A"
MISDEMEANOR OFFENDER SUPERVISION SERVICES
SCOPE OF SERVICES

A. Staffing

1. The Contractor shall maintain, at a minimum as set forth in the contract, adequate staffing levels to provide proper liaison with the sentencing Court, to perform the initial intake of persons placed on misdemeanor probation with the Contractor, to properly supervise persons placed on misdemeanor probation with the Contractor, and to appear at all court hearings, arraignments, or pre-trials involving a probationer supervised by the Contractor. Should the Nassau County Administrative Judge or the Nassau County Court Judge determine that the Contractor should increase the staffing and the notice shall be provided to the Contractor and the increased staffing shall occur within sixty (60) days after receipt of the notice.
2. New employees will be employed with suitable qualifications and criminal reference checks in accordance with the terms of the contract.
3. The Contractor shall provide the Nassau County Administrative Judge and the Nassau County Court Judge copies of quarterly reports, with a copy sent to the County Manager and the Nassau County Clerk of the Court. The form of the quarterly reports shall be determined by the Nassau County Administrative Judge and the Nassau County Court Judge.

B. Programs and Services

1. The needs of each probationer referred to the Contractor by the sentencing Court shall be evaluated by the Contractor by using a Risk and Needs Assessment completed within fifteen (15) days of the probationer being placed on probation. The Contractor shall determine if said probationer requires other services in addition to those ordered by the sentencing Court and shall use its best efforts to direct the probationer to an appropriate program.
2. The Contractor shall prepare a written plan of need which is to be addressed during the period of supervision on each probationer and maintain it in the probationer's case file. Also, the Contractor shall identify any self-improvement needs not addressed by the court order and assist the probationer in treatment referral and follow-up. Records of referrals to such programs and progress reports shall be included in the case files.
3. Provide job placement referral service for probationers as needed.
4. Conduct personal office visits for counseling with each probationer unless noted in file for good cause shown or the Court has agreed to mail-in probation. Make no less than

one personal contact per month with the probationer by a supervising Counselor to evaluate conformity with the court order, provide any opportunity for counseling and to collect cost of supervision fees assessed.

5. Maintain close follow-up and enforce all ordered conditions of probation that require participation in a designed program by making the initial follow-up referrals and enforce special conditions of probation including:
 - a. Restitution
 - b. Fines, Investigation Cost and Court Costs
 - c. Evaluation and Treatment Programs
 - d. Community Service Hours
 - e. Cost of Supervision
 - f. Procurement of License

The Contractor shall place priority on payment of restitution. Waivers by the sentencing Court of any special condition of probation shall be noted in the case file.

6. The Contractor shall maintain monthly contact 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 sentencing Court in writing.
7. The Contractor shall provide written procedures for accessing criminal history records of probationers.
8. Any new programs and/or providers of services to be referred by the Contractor must be disclosed to, and approved by, the Chief Administrative Judge and Nassau County Court Judge before implementation. The Contractor must forward any new application from a new program and/or provider to the Chief Administrative Judge and Nassau County Court Judge for consideration.
9. The Contractor shall confirm all service providers are registered with Nassau County in accordance with Florida Statutes, Section 948.15(4). A list shall be updated and provided to the County on an annual basis.
10. The Contractor, or any officer or owner of Contractor, shall disclose any ownership interest it may have in any service provider that is referred to the probationer.

C. Records

1. The Contractor shall maintain a separate file containing information on each probationer referred to the program. In addition to fiscal records, the probationer's file will include the following:
 - a. Name of Probationer
 - b. Case Number
 - c. Charge(s)
 - d. Probation Disposition
 - e. Correspondence
 - f. Monthly Receipts for COS Payments
 - g. Any Known Prior Criminal Record
 - h. Court Order Relating Supervision
 - i. Intake and Supervision Report
 - j. Monthly Report
 - k. Records of Restitution and Court Ordered Monetary Requirements
 - l. Report of Treatment Programs or other Special Conditions of the Court
 - m. Reports of Violation and Sanctioning
 - n. Reports of Termination
 - o. Date and Time of each Contact in Field or Office
2. Maintain records on probationer's supervision and cost transactions involved in collection of Cost of Supervision for a period of not less than five (5) years from the ending date of the probation.
3. Representatives of the Auditor General of the State of Florida, the Court Administrator or the Clerk of the Court or their duly authorized representatives shall have access for purposes of examinations, to any books, documents, papers and records of the Contractor, as they may relate to this project.
4. Maintain a separate file on each probationer as a part of a uniform file system. Record date and time chronologically of each contact made.

D. Reports

1. The Contractor shall provide to the Nassau County Administrative Judge, Nassau County Court Judge, at a minimum, a quarterly statistical report summarizing the number of offenders supervised, payment of the required contribution under supervision or rehabilitation, and the number of offenders for whom supervision or rehabilitation will be terminated, as required by Section 948.15(3), Florida Statutes.
2. The Contractor shall provide an annual report to the Nassau County Administrative Judge and the Nassau County Court Judge and the County, as required by the Court or law.

E. Job Assistance

The Contractor shall encourage unemployed probationers to improve the probationer's employability through schools and training. The Contractor shall provide services to all probationers in securing suitable employment and shall provide to the Nassau County Administrative Judge and the Nassau County Court Judge or his or her designee, a written document detailing its job assistance procedures. The Contractor shall document each probationer's file regarding job assistance.

F. Offices

1. The Contractor shall maintain at least one (1) office within Nassau County.
2. The hours of operation of the Contractor shall be approved by the Nassau County Administrative Judge and the Nassau County Court Judge.
3. Office(s) shall have posted work hours, until at least 5:00 P.M., and a minimum of forty (40) hours per week. The Contractor shall notify the probationers of its hours of operation.

G. ADA and Language Interpreters

1. The Contractor shall have, either on staff or on an on-call basis, interpreters to assist the probationer(s) in understanding and meeting the terms of probation pursuant to provisions of the Americans with Disabilities Act (ADA).
2. The Contractor shall have either on staff or on an on-call basis, interpreters fluent in foreign languages to assist the probationer(s) in understanding and meeting the terms of their probation.

H. Supervision

1. Initial Intake and Counseling – The Contractor shall require an initial face to face contact with all probationers for counseling and supervision, unless waived by the sentencing Court, upon initiation of probation. The Contractor shall clearly explain all of the terms of probation to the probationer in a manner that the probationer fully understands.
2. The Contractor shall conduct a Needs and Risk Assessment of the probationer within fifteen (15) days of the initiation of probation. The Assessments will be kept in the probationer's file and updated as needed.
3. The Contractor shall refer a probationer to enroll in a Substance Abuse Evaluation to be completed within sixty (60) days of the probationer being placed on probation. Once the Substance Abuse Evaluation is completed, the Contractor shall review the report, discuss with the probationer, and file in the probationer's file. In the event a probationer has not enrolled in a Substance Abuse Evaluation within sixty (60) days, the Contractor shall file a technical violation with the Court, unless good cause is shown and noted in the file.
4. In cases where the probationer has been ordered not to have contact with a victim who shares the same residence, or when otherwise ordered by the Court, the Contractor shall verify the probationer's actual home address.
5. The Contractor shall verify the probationer's employment within the first thirty (30) days of the probation, unless good cause is shown and noted in file. The Contractor shall continue to monitor and verify the probationer's employment throughout the course of probation.
6. Supervision – In addition to the initial intake and counseling session noted above, most probationers will be required to report to the Contractor's office once per week during the first month of their probationary term. The frequency of reporting to probation will be determined through a Risk Assessment that is completed within fifteen (15) days of being placed on probation. If the probationer's Risk Assessment shows the probationer to be a High to Moderate Risk, the Contractor shall meet with the probationer once a week for the first month and twice per month for the remainder of their probation term, unless good cause is shown and noted in the file. Attendance by the probationer at Court ordered counseling sessions is in addition to required visits with the Contractor.
7. Electronic Monitoring – The Contractor is required to electronically monitor probationers as directed by the Court. This is in addition to the supervision noted above. Costs of electronic monitoring shall be borne by the probationers and shall be in addition to cost of supervision fees referenced in Article 3, herein.

I. Change in Orders

1. Proposed orders of technical violation notifications, substantive violations, probation modifications, and early terminations shall be prepared by the Contractor.

2. All required forms by the Court shall be provided at the expense of the Contractor and shall conform to a format adopted by the County Court.

J. Community Service Work

The Contractor may refer probationers to approved non-profit service organizations for completion of community service. The Contractor is not permitted to utilize the service of probationers to perform community service work to the benefit of the Contractor.

K. Violation of Probation

1. When a violation of any term of probation is alleged to have occurred, the Contractor shall determine if the violation is technical or substantive. If the violation is substantive, the Contractor shall advise the sentencing Court of the alleged violation by sworn affidavit within fifteen (15) days of the occurrence with a recommendation of revocation or reinstatement. If the violation is technical, the Contractor shall file a Technical Violation Notification with the sentencing Court within fifteen (15) days of the occurrence. The Court will develop alternative sanctioning guidelines for Technical Violations.
2. In the event the Contractor recommends termination of probation prior to the probationer having completed payment of restitution, fines, investigation cost or Court costs, without notifying the sentencing Court that the conditions have not been completed, the Contractor shall be responsible for the payment of any remaining restitution, fines, investigation costs, or Court costs 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 copy of the case file to the Judge in whose division the case has been heard. The probation officer shall transmit with the case file a cover letter on Contractor letterhead outlining in detail the efforts made by that officer to seek compliance with the terms of probation.

L. Employees and Subcontractors

1. Prior to the time this contract is executed, the Contractor shall submit to the Nassau County Administrative Judge, a list of the names of all probation employees, including those of any subcontractors or independent contractors to be used by the Contractor, if any.

M. Contractor's Financial Records

1. In addition to maintaining the individual case files, the Contractor shall maintain financial records, capable of being audited, 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 Nassau County Clerk of Court and to the Nassau County Court Judge, within ninety (90) days following the close of the Contractor's fiscal year. The certified financial report shall be in such detail and in a form acceptable to the Nassau County Clerk of Court. Notes to the financial statements shall disclose any noncompliance with Article 15 of this Contract relating to conflict-of-interest matters.

2. The Contractor shall also record and maintain statistical data concerning the number and types of cases being handled, terminated, and completed; the number of visits; the hours of community service performed by probationers; such additional information as may be required by the Nassau County Administrative Judge, or the Nassau County Court Judge to assist them in evaluating the effectiveness of the Contractor's activities.

N. Public Records and Open Meeting Law

The County is a public agency subject to Chapter 119, Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6010, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, YULEE, FLORIDA 32097. Under this agreement, to the extent that the Contractor is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Contractor shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the public agency.
- d. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

- e. A request to inspect or copy public records relating to a Nassau County contract for services must be made directly to the Nassau County Custodian of Public Records. If Nassau County does not possess the requested records due to the Contractor maintaining the public records, then Nassau County shall immediately notify the Contractor of the request for records. The Contractor must provide the records to Nassau County or allow the records to be inspected or copied within a reasonable time. If the Contractor does not comply with Nassau County's request for records, Nassau County shall be entitled to enforce the contract provisions herein for failure to comply with the terms of the contract. Any Contractor which fails to provide public records to Nassau County within a reasonable time may also be subject to penalties as provided under Section 119.10, Florida Statutes, including punishment by fine or may be guilty of committing a misdemeanor of the first degree for any willful and knowing violation.

ATTACHMENT "B"

**MISDEMEANOR PROBATION SERVICES FOR THE
FOURTH JUDICIAL CIRCUIT, NASSAU COUNTY, FL**

**Policy and Procedure for Overseeing Collection of Restitution, Fines, Investigation Costs,
Prosecution Costs, Public Defender Applications Fee Assistance and All Court Costs and
Fees**

Objective: To ensure the collection of all Public Defender fees, Court costs, Fines, Restitution and State Attorney fees are collected in connection with court ordered probation.

I. Policy

Although all probationers placed on probation in Nassau County shall pay their Public Defender fees, Court costs, Fines, Restitution and State Attorney fees to the Nassau County Clerk of the Courts, the Contractor shall monitor these payments as a condition of the probation and report to the sentencing court whether a probationer has satisfied their obligation to pay these items and, if not, the balance owed at the end of the probationary term.

II. Procedure

- A. Upon probationer's first visit, all costs ordered as a condition of probation will be explained to the probationer in full, and the total amount determined will be prorated over the term of probation. The probationer will make full payment each month to the Nassau County Clerk of the Courts. The Court fees will be paid in the order as listed below to the Clerk of Courts:
1. Restitution (In Full)
 2. Public Defender Application Fee (In Full)
 3. Court Costs
 4. Fines
 5. State Attorney Fee
- B. The probationer will receive a computer generated copy of all costs including probation fees in a balance statement each month. This statement will include balance forward after monthly payment and his/her next appointment date.
- C. All monetary information and payment receipts will be documented in the case management file with Clear View Transformations, Inc.

- D. In the event all court costs and fees are not paid by the end of the Probationer's probation term, the Contractor shall file a violation of probation by sworn affidavit with the sentencing Court with the amount of costs and fees that remain outstanding. The sentencing Court will schedule a hearing to determine if the probationer's failure to pay all outstanding costs is a willful violation of probation. If the sentencing Court finds the failure to pay is not a willful violation, the sentencing Court will terminate probation and reduce the outstanding costs and fees to a civil judgment.

This signature represents that the Contractor has read and shall train any and all employees as to the above procedures. The signer understands and states that this is the procedure they will use.

Contractor's Signature: _____ Date _____

Contractor's Name: _____ Date _____

ATTACHMENT "C"

Policy and Procedure for Collecting, Depositing, Disbursing, and Receipting Cost of Supervision Fees

Objective: To ensure that the collection of the Cost of Supervision (COS) fees, community insurance fee, immobilization fees and electronic monitoring fees are collected in a consistent and uniform manner. That all monies collected by Clear View Transformations, Inc., are then deposited, documented, and disbursed in a consistent and uniform manner.

I. Policy

All probationers placed on probation in Nassau County shall pay their COS and all other operational fees to Clear View Transformations, Inc.

II. Procedure

A deposit will be created and receipts distributed in the following manner:

A. Electronic Receipts

1. Upon the collection of fees from a probationer, a computer-generated receipt will be issued. The probationer and the Contractor sign the receipt.
2. The probationer will be given a receipt for services, which includes a balance forward after monthly payment and his/her next appointment date.
3. A copy of the receipt will be placed in the probationer's file for tracking purposes and case management.

B. Daily Deposit

1. Upon collecting all receipts, an employee will complete the following steps:
 - a. Collect receipts and check to ensure numeric order and date of receipt is for that business day. Run a daily breakdown sheet and compare reports for accuracy.
 - b. Run a Receipt Report for the weekly collection of money and check for voids.
 - c. Compare receipts with Receipt Report and previous day's ending receipt number for sequence continuity.

2. Prepare deposit and place money and deposit slips in the bank bag for delivery to the bank weekly. Employee will initial the deposit for accuracy and fill out deposit sheet for each deposit.
3. Sign all necessary paperwork.
4. Deliver bank deposit to bank weekly.

C. Archiving Reports

Documents to be archived include: Receipt Report, Bank Receipts and Shortage/Overage Report.

D. COS Fees Collected in Court

1. The probationer must sign all handwritten receipts where money has been collected.
2. Upon returning to the office, an electronic receipt must be printed and attached to the handwritten receipt.
3. A copy of the handwritten receipt and the electronic receipt will be filed in the probationer's file for case management and tracking purposes.

This signature represents that the Contractor has read and shall train any and all employees as to the above procedures. The signer understands and states that this is the procedure they will use.

Contractor's Signature: _____ Date _____

Contractor's Name: _____ Date _____