

**CONTRACT FOR MISDEMEANOR PROBATION SERVICES**

**THIS CONTRACT** is entered into 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, INCORPORATED**, located at 1411 South 14<sup>th</sup> Street, Suite K, Fernandina Beach, Florida 32034, hereinafter referred to as the “Vendor”.

**WHEREAS**, the County Court of the Fourth Judicial Circuit in and for Nassau County, Florida (hereinafter “County Court”) places certain misdemeanor defendants on probation and under supervision not to exceed 6 months unless otherwise specified; and

**WHEREAS**, Section 948.15, Florida Statutes, provides that a private entity under the supervision of the Board of County Commissioners or Court, may provide probation services for misdemeanor offenders sentenced or placed on probation; 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 the Chief Judge must approve of the contract; and

**WHEREAS**, the County Court has previously utilized the Vendor to provide probation services for misdemeanor offenders sentenced or place on probation in Nassau County; and

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

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

**WHEREAS**, 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 terms and conditions herein set forth, the County and the Vendor agree as follows:

**SECTION 1. Recitals.**

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

**SECTION 2. Contract Exhibits.**

2.1 The Exhibits listed below are incorporated into and made part of this Contract:

**Exhibit A** VENDOR'S PROPOSAL/QUOTE FOR MISDEMEANOR PROBATION SERVICES.

**Exhibit B** POLICY AND PROCEDURES FOR OVERSEEING COLLECTION OF RESTITUTION, FINES, INVESTIGATION COSTS, PUBLIC DEFENDER APPLICATIONS FEE ASSISTANCE AND ALL COURT COSTS AND FEES AND DISTRIBUTION OF FUNDS AND POLICY AND PROCEDURES FOR COLLECTING AND RECEIPTING SERVICE FEES.

**Exhibit C** POLICY AND PROCEDURE FOR COLLECTION, DEPOSITING, DISBURSING, AND RECEIPTING COSTS OF SUPERVISION FEES.

**Exhibit D** NASSAU COUNTY REGISTRATION FORM FOR MISDEMEANOR PROBATION SERVICES PURSUANT TO SECTION 948.15, FLORIDA STATUTES.

**Exhibit E** INSURANCE REQUIREMENTS.

**SECTION 3. Description of Services to be Provided.**

3.1 **Misdemeanor Probation Services.** The Vendor shall provide misdemeanor probation services as required under this Contract and by the Nassau County Court Administrator and Nassau County Administrative Judge. The Vendor agrees to provide the misdemeanor probation services as described in Exhibit "A", a copy of which is attached hereto and incorporated by this reference, to

court ordered misdemeanor offenders under the Vendor's supervision consistent with the standards and criteria of the Florida Department of Corrections and Section 948.15, Florida Statutes.

**3.2 Vendor Minimum Staffing Levels.** The Vendor 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. The Vendor will maintain a minimum staffing level of at least one probation officer per each one hundred and fifty (150) misdemeanor offenders to insure effective supervision of misdemeanor offenders, pursuant to Section 948.15(3)(c), Florida Statutes. To the highest extent possible, the Vendor shall assign each misdemeanor offender to a probation officer who shall maintain and be responsible for the offender's case throughout the term of the probation.

**3.3 Vendor Staff Qualifications and Criminal Record Checks.** All 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. The Vendor shall provide copies of the most current American Correctional Association Standards to the Nassau County Administrative Judge, the Nassau County Court Judge, the Court Administrator and the County Manager. 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 Vendor. The Nassau County Administrative Judge, the Court Administrator, the Nassau County Court Judge and the Nassau County Clerk of Court's representatives shall have the authority to examine any and all files maintained by the Vendor.

**3.4 Additional Service Providers.** The Vendor may suggest other service providers for services, including, but not limited to, Batterers Intervention Program, Anger Management, and Drug and Alcohol Assessments. All other service providers shall be approved of by the Nassau County Administrative Judge and shall enter into a separate contract with the County for said services pursuant to the requirements of Section 948.15, Florida Statutes. The Vendor, or any officer or owner of the Vendor, shall disclose any ownership interest it may have in any service provider that is referred to the misdemeanor offender.

**3.5 Vendor Compliance with All Applicable Laws; Permits; Licenses.** The Vendor shall observe and obey all Court Administrator procedures and all ordinances and regulations of the Federal, State and County, including all requirements of Section 948.15, Florida Statutes, as applicable to the services being provided. The Vendor, 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. The Vendor further agrees to update as necessary the Nassau County Registration Form for Misdemeanor Probation Services, a copy of which is attached hereto as Exhibit "D".

**SECTION 4. Payment and Invoicing.**

**4.1** The Vendor shall be entitled to collect from each Misdemeanor offender the costs of supervision as may be ordered by the sentencing Court and as authorized by Florida Statutes. This amount is currently established by the Nassau County Court Administrator and the Nassau County

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Administrative Judge and is currently \$60 per month. The Nassau County 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 Vendor shall maintain documentation of all these payments.

**4.2** The sentencing Court may, in its direction, order that cost of supervision fees be waived in cases involving indigent misdemeanor offenders. The Vendor agrees to accept indigent misdemeanor offenders 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.

**4.3** The Vendor shall collect all Cost of Supervision fees, community insurance fee, immobilization fees, and electronic monitoring fees which are part of a probationary sentence. The Vendor shall collect, deposit, disburse, and receipt all such fees in the manner set forth in Exhibit "C". It may be modified upon recommendation and mutual consent of both the Vendor and the Nassau County Administrative Judge.

**4.4** 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 Vendor shall oversee the payment of all such fees to the Clerk of the Courts in the manner set forth in Exhibit "B". It may be modified upon recommendation and mutual consent of both the Vendor and the Nassau County Administrative Judge.

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

4.6 The County shall have no financial obligation to the Vendor pursuant to this Contract. Financial obligation includes, but is not limited to, funds of any type for services pursuant to the Contract.

4.7 The County, the Chief Judge, the Court Administrator, the Nassau County Administrative Judge and the Nassau County Court Judge do not assume any liability to the Vendor for its costs of supervision or any uncollected fees. 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 Vendor.

4.8 In the event that the Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

**SECTION 5. Judicial Supervision.**

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

**SECTION 6. Term of Contract and Option to Extend or Renew.**

6.1 The term of this Contract shall begin on **December 13, 2023**, and shall be for a period of **three (3) years**. The term of this Contract may be extended in one (1) year increments, for up to two (2) additional years, with no changes in terms or conditions, upon mutual written agreement between the Vendor and the County. The total contract length and individual one (1) year extensions shall be upon recommendation of the Nassau County Administrative Judge to the

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Nassau County Board of County Commissioners and execution of a written formal extension. The County Manager is hereby authorized to execute any Contract renewal, amendment and/or modification upon approval by the County Attorney's Office. Any extension or amendment to this Contract shall be subject to availability of funds of the County.

6.2 Prices for services covered in the specifications of this Contract shall remain firm for the period of this Contract pursuant to pricing as reflected in Exhibit "A". No additional fees or charges shall be accepted or paid for by the County.

**SECTION 7. Expenses.**

7.1 The Vendor shall be responsible for all expenses incurred while providing the services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Vendor's agents, if any, hired by the Vendor to complete the work under this Contract.

**SECTION 8. Taxes.**

8.1 The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services provided under the terms of this Contract. As such, the Vendor shall refrain from including taxes in any billing. The Vendor is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

8.2 The Vendor shall pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

**8.3** The Vendor shall be responsible for payments of its own and its share of its employees FICA and Social Security benefits with respect to this contract.

**SECTION 9. Governing Law, Venue and Compliance with Laws.**

**9.1** This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, including the provisions of Section 948.15, Florida Statutes, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

**9.2** The Vendor shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

**9.3** In accordance with Federal, State and Local law, the Vendor 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 Vendor will be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of this contract.

**SECTION 10. Modifications.**

**10.1** The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

**SECTION 11. Assignment and Subcontracting.**

**11.1** The Vendor shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County and approval of the Nassau County Administrative Judge.



**11.2** In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Vendor shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Vendor shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's judgement, are insufficient. The Vendor shall be responsible for all work performed and all expenses incurred as a result thereof. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Vendor further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Vendor, at its expense, shall defend the County against such claims.

**11.3** The Vendor shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Vendor and subcontractors. The Vendor's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Vendor and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

**SECTION 12. Severability.**

**12.1** 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.

**SECTION 13. Termination for Default.**

**13.1** If the Vendor fails to perform any of its obligations under this Contract (hereinafter “default”) then this Contract may be terminated by the County, upon recommendation of the Nassau County Administrative Judge, if such default remains uncured for a period of more than thirty (30) days after notice thereof was given in writing by the County to the Vendor.

**13.2** Upon termination of this Contract, the Vendor shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) 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; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

**SECTION 14. Termination for Convenience.**

**14.1** The County reserves the right to terminate this Contract in whole or part by giving the Vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Vendor shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor. The Vendor shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

**14.2** The Vendor may terminate this Contract without cause upon six (6) months written notice to the County.

**SECTION 15. Force Majeure.**

**15.1** Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

**15.2** In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Vendor believes is excusable under this section, the Vendor shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Vendor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Vendor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE VENDOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Vendor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Vendor shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in

part, due to any of the causes described in this section, after the causes have ceased to exist, the Vendor shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Vendor, provided that the Vendor grants preferential treatment to the County with respect to services subjected to allocation; (2) purchase from other sources (without recourse to and by the Vendor for the related costs and expenses) to replace all or part of the services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

**SECTION 16. Program Services Audit and Access and Audits of Records.**

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

**16.2** The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services for at least three (3) years after completion of work contemplated under this Contract. The County, the Court Administrator, the Auditor General, the Office of Program Policy Analysis and Government Accountability, the County Clerk of Court or agents thereof shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours upon five (5) days' written notice to the Vendor.

**SECTION 17. Independent Vendor Status.**

**17.1** The Vendor shall provide the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship

or status. Nothing in this Contract shall be interpreted or construed to constitute the Vendor or any of its agents or employees to be an agent, employee or representative of the County.

**17.2** The Vendor and the County agree that during the term of this Contract: (a) the Vendor has the right to provide the services for others; (b) the Vendor has the right to provide the services required by this Contract; and (c) the Vendor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract pursuant to Section 11 hereinabove.

**17.3** Neither the County, the Nassau County Clerk of Court, Nassau County Administrative Judge the Nassau County Court Judge nor the Vendor 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 under this Contract, nor shall this Contract 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 Vendor.

**SECTION 18. Indemnification.**

**18.1** The Vendor shall indemnify and hold harmless the County, the Nassau County Clerk of Court, the Fourth Judicial Circuit Court, including the Nassau County Administrative Judges and the Nassau County Court Judges and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor or any persons employed or utilized by the Vendor, in the performance of this Contract. The Vendor shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Vendor's performance under this Contract.

**SECTION 19. Insurance.**

**19.1** The Vendor shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive

general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "E". The policy limits required are to be considered minimum amounts.

**19.2** The Vendor shall provide to the County and Court Administrator a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that 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 with the exception of ten (10) days for non-payment. 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.

**SECTION 20. Dispute Resolution Process.**

**20.1** In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

**20.2** In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Vendor pursuant to Section 27 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

**20.3** The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Vendor. The Vendor may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

**20.4** If no satisfactory resolution as to the interpretation of the Contract terms is reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute

to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Vendor. The Vendor shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

**SECTION 21. E-Verify.**

**21.1** The Vendor shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Vendor during the term of this Contract to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under this Contract), the Vendor shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify).

**21.2** The Vendor shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Contract.

**21.3** Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the

Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of this Contract.

**SECTION 22. Public Records.**

**22.1** The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, [RECORDS@NASSAUCOUNTYFL.COM](mailto:RECORDS@NASSAUCOUNTYFL.COM), 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that the Vendor is providing

services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the County to provide services.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in 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 Vendor does not transfer the records to the County.
- d. Upon completion of the Contract, transfer, at no cost, to the County all public



records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

**22.2** A request to inspect or copy public records relating to the County's contract for services shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Vendor of the request, and the Vendor shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

**22.3** If the Vendor does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

**22.3** If the Vendor fails to provide the public records to the County within a reasonable time, the Vendor may be subject to penalties under Section 119.10, Florida Statutes.

**22.5** If a civil action is filed against the Vendor to compel production of public records relating to the Contract, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

(a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the County and to the Vendor.

**22.6** A notice complies with Section 22.5 (b) hereinabove if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Contract with the County or to the Vendor's registered agent. Such notices shall be sent pursuant to Section 27 hereinbelow.

**22.7** If the Vendor complies with a public records request within eight (8) business days after the notice is sent, the Vendor is not liable for the reasonable costs of enforcement.

**22.8** In reference to any public records requested under this Contract, the Vendor shall identify and mark specifically any information which the Vendor considers confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Vendor believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

**22.9** In conjunction with the confidential and/or proprietary information designation, the Vendor acknowledges and agrees that after notice from County, the Vendor shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Vendor shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.

**22.10** The Vendor further agrees that by designation of the confidential/proprietary material, the Vendor shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the

Vendor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to the Vendor's designation of material as exempt from public disclosure.

**SECTION 23. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions.**

**23.1** During the term of this Contract, or any extension thereto, the Vendor shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Vendor. If the existence of the proceeding causes the County concerns that the Vendor's ability or willingness to perform this contract is jeopardized, the Vendor may be required to provide the County with reasonable written assurance to demonstrate the Vendor can perform the terms and conditions of the Contract.

**SECTION 24. Public Entity Crimes.**

**24.1** In accordance with Section 287.133, Florida Statutes, the Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Contract.

**SECTION 25. Anti-Discrimination.**

**25.1** The Vendor agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

**SECTION 26. Advertising.**

**26.1** The Vendor shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Vendor's name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party to this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

**SECTION 27. Notices.**

**27.1** All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

**County:** Attn: Michelle Watson, Court IT/Business Manager  
Robert M. Foster Justice Center  
76347 Veterans Way  
Yulee, Florida 32097  
(904) 548-4909  
[mmwatson@coj.net](mailto:mmwatson@coj.net)

**Vendor:** Attn: Robin C. Hampton, CEO  
1411 South 14<sup>th</sup> Street, Suite K  
Fernandina Beach, Florida 32034  
(904)548-4850  
[rhampton@cvt-probation.org](mailto:rhampton@cvt-probation.org)

**SECTION 28. Attorney's Fees.**

**28.1** Notwithstanding the provisions of Section 22 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

**SECTION 29. Authority to Bind.**

**29.1** The Vendor represents and warrants that the Vendor's undersigned representative if executing this Contract on behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

**SECTION 30. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.**

**30.1** In the event of any conflict between the terms of this Contract and the terms of any attachments, the terms of this Contract shall prevail.

**30.2** All representations, indemnifications, warranties and guaranties made by the Vendor in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

**30.3** The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

**30.4** The Vendor warrants that all services provided by the Vendor under this Contract shall be merchantable. All services provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of facts made by the Vendor or on the container or label.

**SECTION 31. Construction of Contract.**

31.1 The parties hereby acknowledge that they have fully reviewed this Contract and any attachments and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

**SECTION 32. Headings.**

32.1 The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

**SECTION 33. Entire Agreement and Execution.**

33.1 This Contract, together with any attachments, constitutes the entire Contract between the County and the Vendor and supersedes all prior written or oral understandings.

33.2 This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

**SECTION 34. Change of Laws.**

34.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, the Vendor shall be paid its compensation for services provided prior to the termination date.

**SECTION 35. Disclosure and Conflict of Interest.**

**35.1** The Vendor 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 Vendor further represents that no person having any interest shall be employed for said performance.

**35.2** Upon execution of this Contract, and thereafter as any changes occur, the Vendor 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 Vendor 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.


**35.3** 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 Vendor.

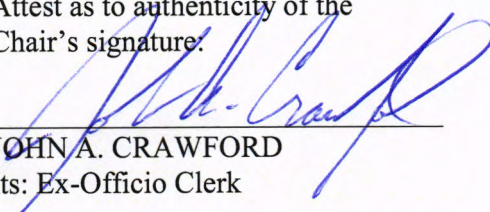
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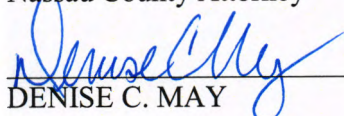
Contract No.: CM3567

IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on the day and year last written below.

**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**

  
By: Klynt A. Farmer  
Its: Chairman  
Date: 12-11-23

Attest as to authenticity of the  
Chair's signature:  
  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk


Approved as to form and legality by the  
Nassau County Attorney  
  
DENISE C. MAY

**NASSAU COUNTY ADMINISTRATIVE JUDGE**

 11/21/2023  
\_\_\_\_\_


**Honorable JAMES H. DANIEL**

**NASSAU COUNTY COURT JUDGE**

  
\_\_\_\_\_

**Honorable JENNY S. HIGGINBOTHAM**

**CLEAR VIEW TRANSFORMATIONS INCORPORATED**

  
By: Robin Hampton, MS, LMHC  
Its: Executive Director



Contract No.: CM3567

**EXHIBIT "A"**

**VENDOR'S PROPOSAL/QUOTE FOR MISDEMEANOR PROBATION SERVICES**

**EXHIBIT "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, written notice shall be provided to the Contractor and the increased staffing shall occur within sixty (60) days after receipt of the written 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, from 8:00 a.m. until 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. For offenders sentenced to sex offender crimes, a Risk Assessment and Safety Plan must be completed by a Qualified Practitioner licensed under Chapter 941, Florida Statutes.
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.

**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 Articles 16 and 35 of the 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.



**EXHIBIT "B"**

**POLICY AND PROCEDURES FOR OVERSEEING COLLECTION OF RESTITUTION,  
FINES, INVESTIGATION COSTS, PUBLIC DEFENDER APPLICATIONS FEE  
ASSISTANCE AND ALL COURT COSTS AND FEES AND DISTRIBUTION OF FUNDS  
AND POLICY AND PROCEDURES FOR COLLECTING AND RECEIPTING SERVICE  
FEES**

**EXHIBIT "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, Incorporated.

CONTRACT NO.

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: Robin C Hampton Date 12/9/23

Contractor's Name: Robin C Hampton Date 12/9/23

**EXHIBIT "C"**

**POLICY AND PROCEDURE FOR COLLECTION, DEPOSITING, DISBURSING, AND  
RECEIPTING COSTS OF SUPERVISION FEES.**

**EXHIBIT "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, Incorporated, 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 fees to Clear View Transformations, Incorporated as required by the terms of the Contract.

**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.

CONTRACT NO.

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: Robin C. Hampton Date 12.9.23

Contractor's Name: Robin C. Hampton Date 12/9/23

**EXHIBIT "D"**

**NASSAU COUNTY REGISTRATION FORM  
FOR MISDEMEANOR PROBATION SERVICES  
PURSUANT TO SECTION 948.15, FLORIDA STATUTES**

**NASSAU COUNTY REGISTRATION FORM  
FOR MISDEMEANOR PROBATION SERVICES  
PURSUANT TO SECTION 948.15, FLORIDA STATUTES**

Pursuant to Section 948.15, Florida Statutes, Vendor hereby provides the following Registration Information to the Nassau County Board of County Commissioners:

(1) The length of time the program has been operating in Nassau County:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

(2) A list of the staff and summary of their qualifications: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_.

(3) A summary of the types of services that are offered under the program: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_.

(4) The fees the entity charges for the court-ordered services and its procedure, if any, for handling \_\_\_\_\_ indigent offenders: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**CLEAR VIEW TRANSFORMATIONS INCORPORATED**

**BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



Contract No.: CM3567

**EXHIBIT "E"**  
**INSURANCE REQUIREMENTS**

**GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS**

**COMMERCIAL GENERAL LIABILITY INSURANCE**

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

**WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer's Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

\*If leased employees are used, policy must include an Alternate Employer's Endorsement

**AUTOMOBILE LIABILITY INSURANCE**

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
---------------------------------------	-------------

Covered Automobiles shall include any auto owned or operated by the insured Vendor/Contractor, including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Vendor/Contractor.

**PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)**

This additional coverage will be required for all projects involving consultants, engineering services, architectural or design/build projects, independent testing firms and similar exposures.

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Professional Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for Professional Liability or Errors and Omissions insurance, the minimum amount of such insurance shall be as follows:

Each Occurrence/Annual Aggregate –	\$1,000,000
------------------------------------	-------------

Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must

## Exposure Category M w. Professional

respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Vendor/Contractor shall require each of his Sub-Vendor/Contractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage and Automobile Liability insurance coverage meeting the same limit and requirements as the Vendor/Contractors insurance.

**Certificates of Insurance and the insurance policies required for this Agreement shall contain –**

- **Endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.**
  - **Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies).**
  - **CGL policy for construction related contracts –**
    - **Additional Insured Endorsement must include Ongoing and Completed**
    - **CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition**
    - **CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract**
- **Provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.**
- **Provision that policies, except Workers' Compensation, are primary and noncontributory.**

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability, Environmental Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Vendor/Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Vendor/Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Vendor/Contractor, in which event, Vendor/Contractor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Vendor/Contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Vendor/Contractors coverage based on the evidence of insurance provided by the Vendor/Contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of Vendor/Contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Vendor/Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Vendor/Contractor's right under any policy with higher limits, and no policy maintained by the Vendor/Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Vendor/Contractor should maintain. Vendor/Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

## Exposure Category M w. Professional

If the insurance of any Vendor/Contractor or any Sub-Vendor/Contractor contains deductible(s), penalty(ies) or self-insured retention(s), the Vendor/Contractor or Sub-Vendor/Contractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Vendor/Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.