

**COUNTY OF TULARE
SERVICES AGREEMENT**

THIS AGREEMENT ("Agreement") is entered into as of _____, between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **BI, Incorporated, d/b/a BI Correctional Services, Inc.**, a Colorado corporation ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A.** COUNTY is operating electronic monitoring programs for adults as to pre-disposition and post-disposition cases ("Adult EM Services").
- B.** COUNTY is providing limited probation services for certain post-disposition adult offenders ("Limited Supervision Cases").
- C.** COUNTY has contracted with CONTRACTOR for the provision of such services since March 2000 and desires by this agreement to continue such services upon the terms and conditions expressed in this Agreement.
- D.** CONTRACTOR represents that it possesses the necessary skill, expertise, resources, and is ready, willing, and able to continue to provide such services as provided in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

- 1. TERM:** This Agreement is effective as of July 1, 2018 and expires at 11:59 PM on June 30, 2019 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. SERVICES:** See attached **Exhibit A**.
- 3. PAYMENT FOR SERVICES:** See attached **Exhibit B**.
- 4. INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit C**.
- 5. GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement.

<input type="checkbox"/>	Exhibit D	Additional terms and conditions for federally-funded contracts. This Exhibit can be viewed at http://tularecountycounsel.org/default/index.cfm/public-information/
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<input checked="" type="checkbox"/>	Exhibit E	HIPAA Requirement: See Attached.
<input checked="" type="checkbox"/>	Exhibit F	Reporting Standards: See Attached.
<input checked="" type="checkbox"/>	Exhibit G	Monitoring and Audit: See Attached.

7. NOTICES: (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage pre-paid and addressed as follows:

COUNTY:

Tulare County Probation Department
Marichu Baker, Fiscal Manager
221 S. Mooney Blvd., Rm. 206
Visalia, CA 93291
Phone No.: (559) 713-2750
Fax No.: (559) 730-2557
MABaker@co.tulare.ca.us

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
2800 W. Burrel Ave.
Visalia, CA 93291
Phone No.: 559-636-5005
Fax No.: 559- 733-6318

CONTRACTOR:

BI Incorporated
6265 Gunbarrel Ave., Suite B
Boulder, Colorado 80301
Phone No.: (303) 218-1000
Fax No.: (303) 218-1250

With a Copy to:

GEO Reentry Services, LLC
One Park Place
621 NW 53rd Street, Suite 700
Boca Raton, Florida 33487
Phone No.: (561) 793-0101
Fax No.: (561) 999-7648

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

8. AUTHORITY: CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

9. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

BI, Incorporated

Date: _____

By _____

Print Name _____

Title _____

Date: _____

By _____

Print Name _____

Title _____

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: _____

By _____

Chairman, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form
County Counsel

By _____
Deputy

Matter # _____

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**EXHIBIT A – SCOPE OF WORK
ADULT EM SERVICES**

As to each Adult referred to CONTRACTOR, the COUNTY shall request one or more of the following services:

Active Electronic Monitoring ("EM")

This system is specifically designed to determine by electronic means the presence of a person at a specified location (typically the person's residence). This radio frequency based monitoring system consists of a transmitter attached to the participant, a field monitoring device ("FMD") installed in the participant's specified location, and CONTRACTOR'S central host computer system. The transmitter and FMD together are considered an EM Unit. The central host computer system is located in CONTRACTOR'S offices (located within Tulare County). The EM Units communicate with the host computer system through the participant's standard telephone service.

Alcohol Monitoring Unit ("Sobriator")

This system determines a participant's compliance with an alcohol consumption restriction by performing unsupervised breath alcohol tests in the participant's specified location. There are two components to the testing process. A voice verification test to ensure that the unit is testing the correct person, and a deep lung breath alcohol test to measure the participant's breath alcohol content. Upon completion of the voice verification test, the participant's breath alcohol content is registered and the results communicated to the host computer system. The Sobriator unit is designed to register only alcohol.

Voice Verification ("Voice")

This passive voice verification system checks on the participant's compliance to curfew and location restrictions with random scheduled telephone calls. Voice compares the participant's voice to a "voiceprint," a digitized representation of the participant's voice. By comparing the voiceprint from the telephone call with the enrolled voiceprint, Voice verifies the participant's identity and compliance to curfew and location restrictions.

BI HomeGuard 205:

The BI HomeGuard 205 DS receiver used in conjunction with the BI HomeCell Plus provides RF monitoring of clients. Data is sent to the central monitoring computer using cellular service eliminating the need for a landline phone connection.

Cellular Sobriator is a handheld remote alcohol monitoring device that measures breath alcohol content. When used in conjunction with the BI HomeCell Plus, test results are sent using cellular service to the central monitoring computer.

BI HG206 HomeGuard Digital Cell Unit ("HG206")

Enables BI's electronic monitoring services to be installed without a telephone line connected to the Client's home. Cellular telephone service must be available within the Client's home.

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BI TAD (Transdermal Alcohol Device) Unit ("TAD")

Provides continuous alcohol monitoring. TAD uses transdermal technology to constantly monitor whether or not the Client has been drinking. If alcohol is detected, TAD transmits the data to a receiver in the Client's home when he or she comes within range of the receiver. The data is then transmitted to the central monitoring computer via telephone systems, and a report or alert is generated.

EXACUTRACK ONE (Global Positioning System) Unit ("ETI")

ExacuTrack One is an ankle-mounted GPS tracking unit that records the client's location while the client is away from home. The unit collects GPS location information as frequently as specified by the COUNTY, up to once per minute. The unit uses a built-in cellular modem to relay the collected data to the central monitoring computer as frequently as specified by the COUNTY, up to once per minute. In addition, the client's location can also be requested at any time by "pinging" the unit through the TotalAccess monitoring software.

SERVICE CONDITIONS

COUNTY recognizes and acknowledges that information is transmitted via third-party telecommunications service providers. BI makes no representations or warranties regarding carriage of information over any communications medium not directly controlled by BI, including, but not limited to, wireless and "land-line" telecommunications services. Further, BI shall not be liable for any interruption of service or non-transfer of information due to interruptions, temporary downtime or other failure to any system that is not directly in BI's control. BI agrees to notify COUNTY as soon as is practicable in the event BI Equipment is not operational due to any such interruption.

SCOPE OF SERVICES

1. Case Management/Administration. CONTRACTOR will perform any and all appropriate case management duties required to enroll and monitor participants referred by COUNTY. Case management duties shall include, without limitation: screening and enrollment at CONTRACTOR's office; financial assessment according to criteria provided by COUNTY; determination and collection of fees; and, associated file administration. All duties shall be in accordance with predetermined parameters as further defined by the COUNTY and CONTRACTOR.
2. CONTRACTOR will provide adequate equipment and supplies (e.g., batteries, latches, straps, etc.) as needed to maintain the EM Services. Title to any equipment whose use is provided by the COUNTY shall remain with the COUNTY, and title to the additional equipment and supplies to be provided by CONTRACTOR shall remain with CONTRACTOR.
3. CONTRACTOR will track and maintain serialized inventories of all equipment used in the EM program.
4. CONTRACTOR will perform the functions of electronic data entry and electronic data storage for all participants. The data entry function shall consist of the input of all required demographic, curfew, and system configuration information on each case into the host computer system as required.

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5. CONTRACTOR shall maintain 24 hour, 7 day per week monitoring of participants in accordance with each enrolled participant's schedule.
6. CONTRACTOR will notify the COUNTY of any program violations and/or alert conditions specified in the "Response Protocol" previously agreed upon by COUNTY and CONTRACTOR.
7. CONTRACTOR will prepare and maintain adequate documentation as to alert conditions, violations and equipment status for each participant. In addition, CONTRACTOR will prepare and archive a termination record which shall include all monitoring data compiled as to every participant who completes the program – all for a period of not less than 5 years from the date of such completion.
8. CONTRACTOR shall assume the responsibility for any and all long distance telephone charges associated with the operation of any EM Unit and the central host computer.
9. Participants shall be required by COUNTY to visit CONTRACTOR's office in Tulare County for enrollment, and on a periodic basis (generally, weekly) for the purpose of collection of fees and compliance monitoring. Participants will also be subject to drug tests at the discretion of the COUNTY. Unless otherwise directed by the COUNTY, participants will also receive breath alcohol tests at each office visit.

RATES/FEES

SERVICE	TARGET RATE/FEE	ACTUAL RATE/FEE*
Voice Verification	\$6.00/Day	
Active EM Unit	\$15.00/Day	
Alcohol Monitoring Unit	\$12.00/Day	
EM Unit w/ Sobriotor	\$18.00/Day	
Drug Testing	\$20.00/Test	
TAD	\$11.00/Day	
HG206	\$18.00/Day	
ET1 Passive**	\$16.00/Day	
ET1 Active***	\$21.00/Day	

* Each participant will be required to pay a daily rate based upon a sliding scale determined as follows: each participant shall pay two times (2X) the participant's equivalent hourly wage per day of participation in the program. Household income will be considered for those indigent participants who cannot otherwise meet the applicable target rate. There will be no cap on the sliding scale fee and no cap on the number of indigent participants.

** ETI Passive 1.1440.AO.NZ Description: GPS Point Collection every 1 minute, Data Transmission every 1440 minutes, no AFLT, no Zone Crossing Notification.

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*** ETI Active 1.60.AO ZX Description: GPS Point Collection every 1 minute, Data Transmission every 60 minutes, no AFLT, with Zone Crossing Notification.

LIMITED SUPERVISION CASES

SCOPE OF SERVICES

CONTRACTOR shall provide the following services as to each and every Limited Supervision Case referred by COUNTY:

1. Perform an in-take of sentenced offenders referred by COUNTY, including digital photographs.
2. Confer with COUNTY probation staff as required or appropriate.
3. Manage participant's compliance with court-ordered conditions.
4. Provide case management and administration of case records.
5. Prepare routine incident reports, statistical, and other reports required and requested.
6. Testify at revocation hearings, as necessary.
7. Monitor participant's compliance with payment of all fees due to the COUNTY from participants.
8. Maintain contacts with offenders at least once per month (up to 4 times per month).
9. Provide counseling, referrals for treatment and employee assistance as needed from qualified, licensed counselors.
10. Coordinate and monitor attendance at special treatment programs or schools as required.

RATES/FEES

CONTRACTOR shall charge no more than \$50 per month per participant for cost of supervision in accordance with approved sliding fee scale, and shall collect those fees for its own account in full satisfaction of any claim it may have for compensation for such services. There will be absolutely no charge to the COUNTY for such services.

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**EXHIBIT B – PAYMENT FOR SERVICES
COUNTY FUNDED MONITORING SERVICES**

CONTRACTOR's ExacuTrack One ("ET1") is an ankle-mounted GPS tracking unit that records the client's location while the client is away from home. The unit collects GPS location information as frequently as specified by the COUNTY, up to once per minute. The unit uses a built-in cellular modem to relay the collected data to the central monitoring computer as frequently as specified by the COUNTY, up to once per minute. In addition, the client's location can also be requested at any time by "pinging" the unit through the TotalAccess monitoring software. Descriptions of HG200 RF, HG206, and TAD can be found above.

RATES/FEES

EQUIPMENT	DIRECT RATE	INSTALLED RATE
ET1 Active 1.60.AO.ZX	\$3.50	\$8.70
ET1 Passive 1.1440.AO.NZ	\$3.50	\$6.69
ET1 Hybrid 1.720.AO.ZX	\$3.50	\$7.54
HG200RF	N/A	\$8.00
HG206	N/A	\$10.00
TAD Only	N/A	\$15.00
TAD w/ RF	N/A	\$17.00
TAD Cellular	N/A	\$19.00
TAD RF Cellular	N/A	\$21.00

ET1 Active 1.60.AO ZX Description: GPS Point Collection every 1 minute, Data Transmission every 60 minutes, no AFL T, with Zone Crossing Notification.

ET1 Passive 1.1440.AO.NZ Description: GPS Point Collection every 1 minute, Data Transmission every 1440 minutes, no AFLT, no Zone Crossing Notification.

ET1 Hybrid 1.720.AO.ZX Description: GPS Point Collection every 1 minute, Data Transmission every 720 minutes, no AFLT, with Zone Crossing Notification.

Direct Level of Service

The direct monitoring incorporated in the above daily unit rates includes the following:

1. 24x7 monitoring and access to our Monitoring Specialists via a toll-free, 1-800 number.
2. Alerts automatically processed within COUNTY-defined parameters.
3. Automated alerts are generally sent within minutes of the monitoring computer receiving the violation information. However, automatic notification can also be configured with a delay for certain alarms.
4. Automated notification options include email, fax, and/or page (text message). The monitoring computer can also automatically fax and/or email a report to designated personnel each day at a specified time.

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5. Users can create and modify contact lists. Contact lists specify which COUNTY staff are to be contacted; by what method (fax, email, or page); how many attempts should be made to contact each person; how long to wait between attempts; and during what hours each person may be paged.

The COUNTY is responsible for:

1. Closing alerts
2. Accessing and printing reports

20% No-charge ExacuTrack One Spares: Each month hereunder, COUNTY is entitled to keep a quantity of ET1 Tracking units equal to 20% of that month's corresponding average number of actively used ET1 Tracking units per day, in its possession at no charge. Any inactive ET1 days that exceed this allowance will incur a \$3.95 charge per inactive day.

ExacuTrack One Loss or Damage: COUNTY will be responsible for all costs related to lost, stolen or damaged ET1 Equipment. Replacement costs for ET1 units are the following: ET1 Beacon \$250.00 each; ET1 Tracking Unit \$1,740.00 each; ET1 fiber optic strap \$60.00 each; and ET1 wall-charger \$60.00.

Installed Level of Service

In addition to the monitoring services provided in the Direct Level of Service, under the Installed Level of Service CONTRACTOR will provide installation and de-installation services and attachment to selected offenders. This will be done within one business day of the offender being ordered to be on monitoring equipment. Installation or de-installation will be done at the office maintained by CONTRACTOR. For offenders using the Installed Level of Service, COUNTY will not be billed for ET1 spares and CONTRACTOR will be responsible for replacing lost or damaged ET1 units.

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EXHIBIT C

PROFESSIONAL SERVICES CONTRACTS
INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Insurance Services Office Commercial General Liability coverage of \$1,000,000 combined single Limit per occurrence. (Occurrence Form CG 00 01). If annual aggregate applies, it must be no less than \$2,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of \$1,000,000 per occurrence. If an annual aggregate applies, it must be less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. Specific Provisions of the Certificate

1. CONTRACTOR must submit endorsements to the General Liability and Auto Liability reflecting the following provisions:
 - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the CONTRACTOR.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the County.*
2. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.
 - a. *Waiver of Subrogation. The workers' compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability.*

C. Deductibles and Self-Insured Retentions

The COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

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D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A(-):VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage and a copy of the declarations page from the policy in effect in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

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EXHIBIT E

HIPAA REQUIREMENT

The Health Insurance Portability and Accountability Act of 1996 (HIPAA)

- A. Definitions: Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.
1. *Business Associate*. "Business Associate" shall mean CONTRACTOR.
 2. *Covered Entity*. "Covered Entity" shall mean COUNTY.
 3. *Individual*. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
 4. *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
 5. *Protected Health Information*. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
 6. *Required by Law*. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
 7. *Secretary*. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- B. Obligations and Activities of CONTRACTOR
1. CONTRACTOR agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
 2. CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
 3. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Agreement.
 4. CONTRACTOR agrees to report to COUNTY any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

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5. CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by CONTRACTOR on behalf of COUNTY agrees to the same restrictions and conditions that apply through this Agreement to CONTRACTOR with respect to such information. CONTRACTOR agrees to provide access, at the request of COUNTY, and in the time and manner requested by COUNTY, to Protected Health Information in a Designated Record Set, to COUNTY or, as directed by COUNTY, to an individual in order to meet the requirements under 45 CFR 164.524.
6. CONTRACTOR agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the COUNTY directs or agrees to pursuant to 45 CFR 164.526 at the request of COUNTY or an Individual, and in the time and manner requested by COUNTY.
7. CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by CONTRACTOR on behalf of, COUNTY to the COUNTY, in a time and manner requested by COUNTY for purposes of determining CONTRACTOR's and/or COUNTY's compliance with the Privacy Rule.
8. CONTRACTOR agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
9. CONTRACTOR shall provide to COUNTY or an Individual, in time and manner designated by COUNTY, information collected in accordance with Title 45, CFR, Section 164.528, to permit the Department to respond to a request by the individual for an accounting of disclosures of PHI in accordance with Title 45, CFR, Section 164.528.
10. At termination of this Agreement, CONTRACTOR shall, if feasible, return or destroy all Protected Health Information received from, or created or received by, CONTRACTOR on behalf of the COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information; or if such return or destruction is not feasible, extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information feasible.

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C. General Use and Disclosure Provisions: Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, COUNTY, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by COUNTY or the minimum necessary policies and procedures of the COUNTY.

D. Specific Use and Disclosure

1. Except as otherwise limited in this Agreement, CONTRACTOR may use Protected Health Information for the proper management and administration of the CONTRACTOR or to carry out the legal responsibilities of the CONTRACTOR.
2. Except as otherwise limited in this Agreement, CONTRACTOR may disclose Protected Health Information for the proper management and administration of the CONTRACTOR, provided that disclosures are Required by Law, or CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and use or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person and the person notifies the CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached.
3. Except as otherwise limited in this Agreement, CONTRACTOR may use Protected Health Information to provide Data Aggregation services to COUNTY as permitted by 42 CFR 164.504(e)(2)(i)(B).
4. CONTRACTOR may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with § 164.502(j)(1).

E. Obligations of COUNTY

1. COUNTY shall notify CONTRACTOR of any limitation(s) in its notice of privacy practices of COUNTY in accordance with 45 CFR 164.520, to the extent that such limitation may affect CONTRACTOR's use or disclosure of Protected Health Information.
2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect CONTRACTOR's use or disclosure of Protected Health Information.
3. COUNTY shall notify CONTRACTOR of any restrictions to the use or disclosure of Protected Health Information that COUNTY has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect CONTRACTOR's use or disclosure of Protected Health Information.

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F. Permissible Requests by COUNTY: Except as otherwise provided herein, COUNTY shall not request CONTRACTOR to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by COUNTY.

G. Miscellaneous

1. *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
2. *Amendment.* The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for COUNTY to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub L. No. 104-191.
3. *Survival.* The respective rights and obligations of CONTRACTOR under this Exhibit shall survive the termination of this Agreement.
4. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit COUNTY to comply with the Privacy Rule.
5. COUNTY may terminate this Agreement if COUNTY determines that CONTRACTOR has violated a material term of this Agreement.

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EXHIBIT F

REPORTING STANDARDS

- A. CONTRACTOR will enter information as outlined below, into the case management system as identified by the Tulare County Probation Department no later than two (2) business days after the event occurs for all clients served. Until a system is identified, the CONTRACTOR will notify the COUNTY monthly via email.
- a. CONTRACTOR will enter into the system the type, date, location, and duration of service provided to each client
 - b. CONTRACTOR will enter into the system the admission date of each client
 - c. CONTRACTOR will enter into the system the discharge date and reason for the discharge of each client
 - d. CONTRACTOR will correct any identified errors in the system

Tulare County Probation Department
11200 Ave. 368, Rm. 102
Visalia, CA 93291
ATTN: Amy Story, Staff Services Analyst
astory@co.tulare.ca.us

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EXHIBIT G

MONITORING AND AUDIT

COUNTY staff shall have the right to monitor, assess, and evaluate the CONTRACTOR'S performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include but is not limited to, audits, inspections of project premises, and interviews of project staff and participants. This fiscal audit shall be:

- Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be completed no later than nine (9) months after the end of the subcontractor's fiscal year.
 - Performed in accordance with Government Auditing Standards – shall be performed by the County or an independent audit and be organization-wide.
 - All inclusive – includes an audit of the financial statements; an assessment of internal controls, including tests of transactions; and a determination of compliance with laws and regulations of all major programs and selected non-major program transactions.
1. The COUNTY shall prepare a summary worksheet of results from the audit resolutions performed for all CONTRACTORS. The summary worksheet shall include, but not be limited to, contract amount, amount resolved, variances, whether an audit was relied upon or the CONTRACTOR performed and independent expense verification review of the CONTRACTOR in making the determination, whether audit findings were issued, and if applicable, date of management letter.
 2. Audits to be performed shall be, minimally, financial and compliance audits, and may include economy and efficiency and/or program results audits.
 3. Audits may be conducted by the County, an independent, third party, including either a private professional, or a separate governmental agency or office. The audit will be conducted at a time specified by the COUNTY.

Records Retention

CONTRACTOR shall retain and safeguard all records for a minimum of five (5) years from the date of final payment under this Agreement and shall make such records available and subject to inspection by the COUNTY upon request. CONTRACTOR shall not destroy any records without written consent provided by COUNTY.



CERTIFICATE OF LIABILITY INSURANCE

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DATE (MM/DD/YYYY)

10/03/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis Insurance Services of Georgia, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 37205191 USA

CONTACT NAME:
PHONE 1-877-945-7378 **FAX** 1-888-467-2378
AGG. No. Ext:
E-MAIL certificates@willis.com

INSURED
The GEO Group Inc and All Subsidiaries
GEO Reentry Services, LLC; Cornell Companies; SI, Inc
621 NW 53rd Street, Suite 700
Boca Raton, FL 33487 USA

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Union Fire Insurance Company of F	19445
INSURER B: Steadfast Insurance Company	26387
INSURER C: New Hampshire Insurance Company	23641
INSURER D: Illinois National Insurance Company	23817
INSURER E: American Home Assurance Company	19380
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: W8326664

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	TYPE OF INSURANCE	ADD'L SUBR INRD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	<input checked="" type="checkbox"/> Medical Professional						
	<input checked="" type="checkbox"/> Civil Rights	Y	Y	5425749 (AOS)	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPIOP AGG \$ 5,000,000
A	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						
A	<input checked="" type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS	Y	Y	9744632	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible \$ 1,000,000.00
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			IPR 3792274-04	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
	DED <input type="checkbox"/> RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	031467904 (AOS)	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						
B	Professional Liability			IPR 3792303-06	10/01/2018	10/01/2019	Per Loss \$3,000,000 Annual Agg \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability: Contractual Liability is provided per form CG0001 - Commercial General Liability. Coverage includes Severability of interest and Cross Suits. Sexual Molestation - Physical Abuse is not excluded under the General Liability policy. Blanket Additional Insured is included to Certificate Holder as respects General Liability if required by written contract. Insurance is Primary and Non Contributory. Blanket Waiver of Subrogation is provided as respects General Liability as required by written contract.

SEE ATTACHED

CERTIFICATE HOLDER

County of Tulare
County Administrative Officer
2800 West Burrell
Visalia, CA 93291

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Buita

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

FR ID: 16830032

BATCH: 894967

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 4

AGENCY Willis Insurance Services of Georgia, Inc.		NAMED INSURED The GEO Group Inc and All Subsidiaries GEO Reentry Services, LLC; Cornell Companies; RT, Inc 621 NW 53rd Street, Suite 700 Boca Raton, FL 33487 USA	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Blanket Additional Insured is included to Certificate Holder as respect Automobile Liability if required by written contract.

Blanket Waiver of Subrogation is provided as respects Automobile Liability as required by written contract.

Blanket Waiver of Subrogation is provided as respects Workers Compensation as required by written contract and as permitted by law.

Community corrections operations (Field Services). Certificate Holder is named as additional insured as respects general liability.

Residential, Non-Residential, Reporting Centers and Re-Entry Programs

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company
 POLICY NUMBER: 031467903 (IL/KY/NC/UT) EFF DATE: 10/01/2018 EXP DATE: 10/01/2019 NAIC#: 23841

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation - IL/KY/NC/UT	Each Accident	\$2,000,000
Per Statute	Disease -Policy Limit	\$2,000,000
	Disease-Each Employee	\$2,000,000

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company
 POLICY NUMBER: 031467907 (AK/AZ/VA) EFF DATE: 10/01/2018 EXP DATE: 10/01/2019 NAIC#: 23841

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation - AK/AZ/VA	Each Accident	\$2,000,000
Per Statute	Disease -Policy Limit	\$2,000,000
	Disease-Each Employee	\$2,000,000

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 3 of 4

AGENCY Willis Insurance Services of Georgia, Inc.		NAMED INSURED The GEO Group Inc and All Subsidiaries GEO Reentry Services, LLC; Cornell Companies; BI, Inc 621 NW 53rd Street, Suite 700 Boca Raton, FL 33407 USA	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company

POLICY NUMBER: 031467906 (NJ/PA)

EFF DATE: 10/01/2018

EXP DATE: 10/01/2019

NAIC#: 23841

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:

Workers Compensation - NJ/PA

Per Statute

LIMIT DESCRIPTION:

Each Accident

Disease -Policy Limit

Disease-Each Employee

LIMIT AMOUNT:

\$2,000,000

\$2,000,000

\$2,000,000

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company

POLICY NUMBER: 031467905 (MA OH WA)

EFF DATE: 10/01/2018

EXP DATE: 10/01/2019

NAIC#: 23841

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:

Workers Compensation - MA OH WA

Per Statute

LIMIT DESCRIPTION:

Each Accident

Disease -Policy Limit

Disease-Each Employee

LIMIT AMOUNT:

\$2,000,000

\$2,000,000

\$2,000,000

ADDITIONAL REMARKS:

Workers Compensation - MA

Stop Gap - OH/WA is included

INSURER AFFORDING COVERAGE: Illinois National Insurance Company

POLICY NUMBER: 031467909 (FL)

EFF DATE: 10/01/2018

EXP DATE: 10/01/2019

NAIC#: 23817

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:

Workers Compensation - FL

Per Statute

LIMIT DESCRIPTION:

Each Accident

Disease -Policy Limit

Disease-Each Employee

LIMIT AMOUNT:

\$2,000,000

\$2,000,000

\$2,000,000

AGENCY CUSTOMER ID: _____

LOC#: _____



ADDITIONAL REMARKS SCHEDULE

Page 4 of 4

AGENCY Willis Insurance Services of Georgia, Inc.		NAMED INSURED The GEO Group Inc and All Subsidiaries GEO Reentry Services, LLC; Cornell Companies; BI, Inc 621 NW 53rd Street, Suite 700 Boca Raton, FL 33487 USA
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1
CARRIER See Page 1	NAIC CODE See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: American Home Assurance Company
 POLICY NUMBER: 0131467908 (CA) EFF DATE: 10/01/2018 EXP DATE: 10/01/2019 NAIC#: 19380

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation - CA	Each Accident	\$2,000,000
Per Statute	Disease -Policy Limit	\$2,000,000
	Disease-Each Employee	\$2,000,000

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh
 POLICY NUMBER: 9744633 EFF DATE: 10/01/2018 EXP DATE: 10/01/2019 NAIC#: 19445

ADDITIONAL INSURED: Y

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Automobile Liability - VA Only	Any Auto - CSL Limit:	\$3,000,000

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh
 POLICY NUMBER: 9744634 EFF DATE: 10/01/2018 EXP DATE: 10/01/2019 NAIC#: 19445

ADDITIONAL INSURED: Y

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Automobile Liability - MA Only	Combined Single Limit	\$3,000,000
Any Auto including		
Hired & Non-Owned		

INSURER AFFORDING COVERAGE: Steadfast Insurance Company
 POLICY NUMBER: ERE 0184690-00 EFF DATE: 10/01/2015 EXP DATE: 10/01/2020 NAIC#: 26387

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Pollution Liability	Each Incident	\$10,000,000
	Policy Aggregate	\$10,000,000