

TULARE COUNTY AGREEMENT NO. \_\_\_\_\_

COUNTY OF TULARE  
JUVENILE ELECTRONIC MONITORING EQUIPMENT AGREEMENT  
BI INCORPORATED

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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 ("CONTRACTOR"), a Colorado corporation with its principal place of business at 6400 Lookout Road, Boulder, CO 80301. COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. WHEREAS, COUNTY has determined that a present need exists for the products and services set forth in this Agreement; and
- B. WHEREAS, COUNTY is authorized to enter into this Agreement by the laws and regulations to which COUNTY is subject, and
- C. WHEREAS, COUNTY and CONTRACTOR agree that the terms and conditions of this Agreement apply to the products and services to be provided hereunder, and
- D. NOW, THEREFORE, In consideration of the promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, desiring to be legally bound, hereby agree as follows

**THE PARTIES AGREE AS FOLLOWS:**

- 1. **TERM:** This Agreement becomes effective as of July 1, 2019 and expires at 11:59 PM on June 30, 2020 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**. The maximum compensation to CONTRACTOR through this agreement is \$100,000.
- 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"/>	<b>Exhibit D</b>	Additional terms and conditions for federally-funded contracts. This Exhibit can be viewed at: <a href="http://tularecountycounsel.org/default/index.cfm/public-information/">http://tularecountycounsel.org/default/index.cfm/public-information/</a>
<input checked="" type="checkbox"/>	<b>Exhibit E</b>	Health Insurance Portability and Accountability Act (HIPPA) Requirements
<input checked="" type="checkbox"/>	<b>Exhibit F</b>	Reporting Standards
<input checked="" type="checkbox"/>	<b>Exhibit G</b>	Monitoring and Audits

**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 prepaid and addressed as follows:

**COUNTY:**

Marichu A. Baker, Fiscal Manager  
Tulare County Probation Department  
221 South Mooney Boulevard, Room 206  
Phone No.: 559-713-2765  
Fax No.: 559-713-2765

**With a Copy to:**

COUNTY ADMINISTRATIVE OFFICER  
2800 West Burrel Avenue  
Visalia, California 93291  
Phone No.: 559-636-5005  
Fax No.: 559- 733-6318

**CONTRACTOR:**

Michael F. Pharris, Assistant Secretary, BI Incorporated  
64000 Lookout Road  
Boulder, Colorado 80301  
Phone No.: 303-218-1345

(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]

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 # \_\_\_\_\_

## EXHIBIT A

### SERVICES

#### I. DEFINITIONS

1. **Active Unit:** A Unit which is assigned to a Client and is being monitored by CONTRACTOR.
2. **Active Unit Day:** Any day, or any portion thereof, in which there is an Active Unit.
3. **Alert Condition:** An occurrence requiring CONTRACTOR to provide information to COUNTY, as further set forth in Section II, Scope of Work, below.
4. **Authorized Personnel:** Those persons selected by COUNTY who are authorized to enroll Clients and select or adjust Notification Options.
5. **Client:** A person subject to COUNTY'S electronic monitoring program.
6. **Confidential Information:** Any information which is marked, or should be reasonably understood to be, confidential, proprietary, or trade secrets of CONTRACTOR.
7. **Documentation:** User guides, reference manuals, and other documentation provided by CONTRACTOR in connection with the equipment provided under this Agreement. The Documentation is incorporated herein by this reference and will be provided upon execution of this Agreement.
8. **Equipment:** CONTRACTOR manufactured products including, but not limited to, Field Monitoring Devices, Transmitters, Drive-BI Monitors, Alcohol Monitoring Devices, as well as third party products provided by CONTRACTOR.
9. **GPS:** Global Positioning System.
10. **Notification Options:** Predefined parameters selected by COUNTY that instruct CONTRACTOR on how to respond to and notify COUNTY of an Alert Condition.
11. **Supplies:** Straps, latches, and batteries for the CONTRACTOR Transmitter.

#### II. SCOPE OF WORK

##### MONITORING SERVICE

1. **Description.** The Monitoring Service consists of Equipment or Units and CONTRACTOR'S central host computer system running TotalAccess or similar monitoring software applications (described below) Units are issued to the Clients by the COUNTY. The TotalAccess system is located in CONTRACTOR'S offices. The Units communicate with TotalAccess through cellular telephone service or the Client's landline telephone service.

2. **TotalAccess.** TotalAccess is a secure and password protected proprietary application that supports the CONTRACTOR continuum of radio frequency, GPS, and alcohol monitoring equipment.

## **CONTRACTOR'S SERVICES**

### **1. Training.**

**1.1 Initial Training.** CONTRACTOR will provide initial on-site training for COUNTY staff at no charge prior to the commencement of the monitoring program. The training shall be divided into classroom-type and practical hands-on instruction. COUNTY may choose to expand this training into additional and/or periodic training at additional cost to the COUNTY. Actual out of pocket expenses for all additional and/or periodic training, including one CONTRACTOR staff person's travel, room, board, and miscellaneous expenses will be borne by COUNTY.

**1.2 TotalAccess Training.** CONTRACTOR will provide an initial TotalAccess training session at no cost to the COUNTY. Additional training may be provided upon request of the COUNTY at additional cost to the COUNTY. All TotalAccess training sessions shall be conducted via a remote service such as web conferencing.

**1.3 Additional Training.** Additional training is available and may be subject to a training charge.

2. **Monitoring Services.** CONTRACTOR will provide the following monitoring services to COUNTY for COUNTY's operation of an electronic home detention monitoring program. The monitoring services provided hereunder are specifically designed to determine, by electronic means, the presence of a person at a specified location (typically that person's place of residence).

**2.1** CONTRACTOR will provide notification of Alert Conditions to authorized and identified COUNTY staff. Alert notification will be in accordance with terms stated in the Notification Form, or as otherwise agreed upon in writing.

**2.2** Alert Condition and Equipment status information for each Client will be documented and maintained by CONTRACTOR. Upon a Client's completion of the monitoring term, CONTRACTOR will archive a termination record of all monitoring data compiled during the monitoring term and will maintain this record for a period of no less than five (5) years from the date of final payment under this agreement. CONTRACTOR will also maintain a Client Activity Record five (5) years from the date of the final payment under this agreement.

**2.3** CONTRACTOR will assume the financial responsibility of all communication charges associated with Unit and central host computer communications.

**2.4** TotalAccess is a secure and password protected application that supports the CONTRACTOR'S continuum of radio frequency, GPS, and alcohol monitoring equipment. TotalAccess is available 24 hours a day, 7 days a week, and 365 days a year from any web-enabled computer or a properly configured PDA. In TotalAccess, users are able to:

- (a) Enroll and inactivate clients from the system,
- (b) View and process alerts,
- (c) View, enter and modify data including zones, schedules, and client demographics,
- (d) Create, run, schedule, and download reports,

- (e) Enter procedures for responding to violations and customize violation notifications, and
- (f) Combine events to control alert notification.

Within the TotalAccess platform, users specify how they want to be notified of violations and alerts. Officers can choose to be notified via email, fax and/or page (text message) based on alert priority level and escalation procedures.

COUNTY shall select notification settings and procedures by completing a COUNTY Notification Form. COUNTY may receive automated notifications in the following formats, which can be delivered simultaneously or in a times escalation format: email, text to mobile device (pager, cell phone, PDA), and Fax (additional fee applies). CONTRACTOR will not start service until a signed Alert Notification form is received by CONTRACTOR.

- 2.5 COUNTY Support.** CONTRACTOR will make reasonable efforts to provide COUNTY with answers to specific COUNTY support requests as related to the Equipment, monitoring services, and overall operation of the electronic monitoring program. CONTRACTOR will supply COUNTY with an address for e-mail and a 1-800 toll free number for questions and /or feedback.
- 2.6 Rental Maintenance.** CONTRACTOR shall maintain the equipment provided hereunder at its expense. Maintenance will be performed at CONTRACTOR'S facility. Notwithstanding such obligation, unless otherwise specified in Exhibit B, CONTRACTOR shall be responsible for the replacement cost of lost or missing equipment and/or the cost of required repairs necessitated by (i) COUNTY'S negligence or (ii) the damage or destruction of the Equipment by parties other than CONTRACTOR. Shipment shall be in accordance with CONTRACTOR'S Return Material Authorization (RMA) Policy described in subsection 2.7 below.
- 2.7 Return Material Authorization (RMA). Policy.** Freight charges to and from CONTRACTOR'S facility for Equipment eligible for return hereunder shall be paid by CONTRACTOR when pre-authorized by a Return Material Authorization (RMA) number issued by CONTRACTOR'S Customer Business Services Department and only when CONTRACTOR'S pre-printed shipping labels are used. CONTRACTOR'S pre-printed shipping labels provide COUNTY with ground delivery to CONTRACTOR'S facility Freight charges incurred by CONTRACTOR for equipment which is returned in a manner which is inconsistent with CONTRACTOR'S pre-printed shipping labels or without an RMA number will be charged back to COUNTY. CONTRACTOR'S Customer Business Services Department is available to the COUNTY Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-5178.

### **3. EQUIPMENT**

- 3.1 Supplied by CONTRACTOR.** In the event COUNTY utilizes CONTRACTOR supplied Units and other equipment, then CONTRACTOR shall supply a sufficient quantity of Units to meet COUNTY's need subject to forty-eight (48) hour notice prior to shipment. COUNTY agrees that it shall assist CONTRACTOR in forecasting its Unit needs. All Units or other equipment supplied by CONTRACTOR shall be subject to all charges set forth in Exhibit B, as applicable.

Agencies utilizing CONTRACTOR supplied equipment shall be entitled to receive, at no additional charge, a reasonable quantity of supplies and a reasonable quantity of installation kits (Unit activator, lead cutter, allen driver) to maintain COUNTY's active monitoring program.

- 3.2 Inspection of Equipment.** Upon providing written notice at least two (2) business days prior, CONTRACTOR shall have the right to enter on the premises where the Equipment may be located during normal business hours for the purpose of inspecting it, observing its use, or conducting an inventory.
- 3.3 Supplied by COUNTY.** COUNTY may, subject to prior approval by CONTRACTOR, supply its own Units or equipment to be utilized hereunder. Any such Unit or item of equipment must be compatible with CONTRACTOR'S host computer monitoring system. Units and/or equipment supplied by COUNTY will not be subject to the rental charges set forth in Exhibit B. All other charges as set forth in Exhibit B are considered applicable and are payable by COUNTY in accordance with the County's "General Terms and Conditions", which can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>. In no event is COUNTY entitled to Unit supplies (batteries, latches, and straps) if it is supplying Units and/or equipment hereunder.
- 3.4 Freight.** The freight costs for shipment made by one party to the other shall be borne by the party that is shipping the equipment

#### **4. MONITORING SYSTEM**

- 4.1 Description.** The monitoring system utilized hereunder is an active monitoring system consisting of a Transmitter, an FMD, and CONTRACTOR'S central host computer system. Units are issued to the Clients by the COUNTY. The central host computer system is located in CONTRACTOR'S offices. The Units communicate with the host computer system through the Client's standard telephone service.
- 4.2 System Maintenance.** COUNTY acknowledges that CONTRACTOR must perform periodic maintenance on the host computer system. During the performance of this maintenance, the system may be required to be temporarily 'off-line'. COUNTY will be notified in advance of any such situation.

#### **5. COUNTY'S OBLIGATIONS.** COUNTY agrees as follows:

- 5.1** to identify Authorized Personnel;
- 5.2** to retain complete authority for Client selection and alert management;
- 5.3** to be responsible for all liaison work with the involved courts and/or agencies;
- 5.4** to fulfill all County of Tulare requirements to access and utilize CONTRACTOR'S TotalAccess monitoring system;
- 5.5** to perform or oversee orientation and installation of Equipment in compliance with CONTRACTOR policy. CONTRACTOR policy establishes a specifically correct method of equipment installation. Orientation, in accordance with CONTRACTOR policy, establishes equipment use guidelines. In the event that CONTRACTOR assumes liability for lost, stolen, or damaged Units, COUNTY will ensure that Equipment responsibility forms are signed by the Clients;

- 5.6 to be responsible for the proper use, management and supervision of Equipment;
- 5.7 to ensure that users have completed training in access and use of the TotalAccess System;
- 5.8 to provide CONTRACTOR with a COUNTY Level Notification Form signed by an authorized representative;
- 5.9 to provide to CONTRACTOR all required Client information, including, but not limited to, assigned Equipment, demographic information, curfew schedules, and monitoring information;
- 5.10 to identify and make available COUNTY staff and/or equipment (fax, pager) for the purpose of notification by CONTRACTOR to COUNTY of alerts and Equipment status problems;
- 5.11 to establish an Alert Condition response policy and to respond to Alert Condition notifications in accordance with that policy; and
- 5.12 to protect and secure COUNTY access codes.



**EXHIBIT B**

**PAYMENT FOR SERVICES**

**Service – Standard**

**HOMEGUARD 200 UNIT CHARGES:**

<b>HomeGuard® 200 Unit Rental Charge:</b>	\$1.20 per day per Unit provided from CONTRACTOR inventory.
<b>HomeGuard 200 Monitoring Service Charge:</b>	\$1.15 per Unit per active day.
<b>Total HomeGuard 200 Unit Charge:</b>	\$2.35 per Unit per day.

**ADDITIONAL SERVICES:**

**Freight:** CONTRACTOR will pay for the cost of shipping Units and other Equipment, Supplies and accessories to and from COUNTY via ground delivery. COUNTY may request shipping methods other than ground delivery, in which event COUNTY will pay for the additional cost of such alternative shipping method.

**Twenty Percent (20%) HomeGuard 200 Unit No-charge Spares:** Each month during the term of this Agreement, COUNTY is entitled to keep a quantity of HomeGuard 200 Units equal to, but not to exceed, 20% of that month's average number of active HomeGuard 200 Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive HomeGuard 200 Units in excess of the 20% allowance, COUNTY will incur a \$1.20 charge per unit per day.

**No HomeGuard 200 Unit Loss or Damage:** COUNTY is not entitled to a loss or damage allowance. COUNTY will be responsible for all costs related to lost, stolen or damaged HomeGuard 200 Units. Replacement costs for HomeGuard 200 Units are the following: HomeGuard 200 Receiver - \$1,320.00 each and HomeGuard 200 Transmitter - \$575.00 each.

**Reasonable Supplies:** Service includes reasonable disposable field supplies as required by COUNTY.

**HOMEGUARD 206 UNIT TERMS AND CHARGES:**

<b>HG206 HomeGuard Digital Cell Unit Rental Charge:</b>	\$1.60 per day per Unit provided from CONTRACTOR inventory.
<b>HG206 HomeGuard Digital Cell Monitoring Service Charge:</b>	\$1.15 per Unit per active day.
<b>Total HG206 HomeGuard Digital Cell Unit Charge:</b>	\$2.75 per Unit per day.

**Freight:** CONTRACTOR will pay for the cost of shipping Units and other Equipment, Supplies and accessories to and from COUNTY via ground delivery. COUNTY may request shipping methods other than ground delivery, in which event COUNTY will pay for the additional cost of such alternative shipping method.

**Twenty Percent (20%) HG206 HomeGuard Digital Cell Unit No-charge Spares:** Each month during the term of this Agreement, COUNTY is entitled to keep a quantity of inactive HG206 HomeGuard Digital Cell

Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive HG206 HomeGuard Digital Cell Units in excess of the 20% spares allowance, COUNTY will incur a \$1.60 charge per unit per day.

**No HG206 HomeGuard Digital Cell Unit Loss or Damage:** COUNTY is not entitled to a loss or damage allowance. COUNTY will be responsible for all costs related to lost, stolen or damaged HG206 HomeGuard Digital Cell Units. Replacement costs for HG206 HomeGuard Digital Cell Units are the following: HG206 HomeGuard Digital Cell Receiver - \$1,620.00 each; and HG206 HomeGuard Digital Cell Transmitter - \$575.00 each.

**Reasonable Supplies:** Service includes reasonable disposable field supplies as required by COUNTY.

**EXACUTRACK ONE CHARGES:**

**ExacuTrack One Tracker Component Rental:** \$2.10 per day per Unit provided from CONTRACTOR inventory.

**EXACUTRACK ONE WITH 1.60.A0.ZX SERVICE:**

ExacuTrack One 1.60.A0 ZX: Description: ET One - GPS Point Collection every 1 minute, Data Transmission every 60 minutes, no AFLT, with Zone Crossing Notification.

**ExacuTrack One 1.60.A0.ZX Service:** \$1.40 per day per Unit provided from CONTRACTOR inventory.

**ExacuTrack One 1.60.A0.ZX Total:** \$3.50 total of ExacuTrack One Components and ExacuTrack One 1.60.A0.ZX Service charges.

**EXACUTRACK ONE WITH 1.720.A0.ZX SERVICE:**

ExacuTrack One 1.720.A0 ZX: Description: ET One - GPS Point Collection every 1 minute, Data Transmission every 720 minutes, no AFLT, with Zone Crossing Notification.

**ExacuTrack One 1.720.A0.ZX Service:** \$1.40 per day per Unit provided from CONTRACTOR inventory.

**ExacuTrack One 1.720.A0.ZX Total:** \$3.50 total of ExacuTrack One Components and ExacuTrack One 1.720.A0.ZX Service charges.

**EXACUTRACK ONE WITH 1.1440.A0.NZ SERVICE:**

ExacuTrack One 1.1440.A0 NZ: Description: ET One - GPS Point Collection every 1 minute, Data Transmission every 1440 minutes, no AFLT, no Zone Crossing Notification.

**ExacuTrack One 1.1440.A0.NZ Service:** \$1.40 per day per Unit provided from CONTRATOR inventory.

**ExacuTrack One 1.1440.A0.NZ Total:** \$3.50 total of ExacuTrack One Components and ExacuTrack One 1.1140.A0.NZ Service charges.

**ADDITIONAL SERVICES:**

**Freight:** CONTRACTOR will pay for the cost of shipping Units and other Equipment, Supplies and Accessories to and from COUNTY via ground delivery. COUNTY may request shipping methods other than ground delivery, in which event COUNTY will pay for the additional cost of such alternative shipping method.

**Twenty Percent (20%) ExacuTrack Unit No-charge Spares:** Each month during the term of this Agreement, COUNTY is entitled to keep a quantity of ExacuTrack Units equal to, but not to exceed, 20% of that month's average number of active ExacuTrack Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive ExacuTrack Units in excess of the 20% allowance, COUNTY will incur a \$2.10 charge per unit per day.

**No ExacuTrack One Unit Loss or Damage:** COUNTY is not entitled to a loss or damage allowance. COUNTY will be responsible for all costs related to lost, stolen or damaged ExacuTrack One Equipment. Replacement costs for ExacuTrack One units are the following: ExacuTrack One Beacon - \$250.00 each; ExacuTrack One Tracking Unit - \$1,740.00 each.

**Supplies:** ExacuTrack One fiber optic strap - \$30.00 each; and ExacuTrack Wall-charger - \$60.00 each.

**CONTRACTOR will provide reasonable supplies other than what is listed above (in the "Supplies" section)**

**LOC8 TERMS AND CHARGES:**

**LOC8 Component Rental:** \$2.30 per day per Unit provided from CONTRACTOR inventory.

**OPTION A: LOC8 WITH 1.60.W5.C30.ZX SERVICE:**

LOC8 - GPS Collection Rate once 1 per minute, Data Transmission every 60 minutes, Wi-Fi Locate every 5 minutes (If GPS not found), Cell Tower Locate every 30 minutes (If GPS not found), with Data Transmission at Zone Crossing.

**LOC8 1.60.W5.C30.ZX Service:** \$1.40 per day per Unit provided from CONTRACTOR inventory.

**LOC8 1.60.W5.C30.ZX Total:** \$3.70 (total of LOC8 Components and LOC8 1.60.W5.C30.ZX Service charges)

**OPTION B: LOC8 WITH 1.720.W0.C0.ZX SERVICE:**

LOC8 - GPS Collection Rate once 1 per minute, Data Transmission every 720 minutes, No Wi-Fi Locate (If GPS not found), No Cell Tower Locate (If GPS not found), with Data Transmission at Zone Crossing.

LOC8 1.720.W0.C0.ZX Service: \$1.40 per day per Unit provided from CONTRACTOR inventory.

LOC8 1.720.W0.C0.ZX Total: \$3.70 (total of LOC8 Components and LOC8 1.720.W0.C0.ZX Service charges)

**OPTION C: LOC8 WITH 1.1440.W0.C0.NZ SERVICE:**

LOC8 - GPS Collection Rate once 1 per minute, Data Transmission every 1440 minutes, No Wi-Fi Locate (If GPS not found), No Cell Tower Locate (If GPS not found), with No Data Transmission at Zone Crossing.

LOC8 1.1440.W0.C0.NZ Service: \$1.40 per day per Unit provided from CONTRACTOR inventory.

LOC8 1.1440.W0.C0.NZ Total: \$3.70 (total of LOC8 Components and LOC8 1.1440.W0.C0.NZ Service charges)

**ADDITIONAL SERVICES:**

**Freight:** CONTRACTOR will pay for the cost of shipping Units and other Equipment, Supplies and Accessories to and from COUNTY via ground delivery. COUNTY may request shipping methods other than ground delivery, in which event COUNTY will pay for the additional cost of such alternative shipping method.

**Twenty Percent (20%) LOC8 Unit No-charge Spares:** Each month during the term of the Agreement, COUNTY is entitled to keep a quantity of LOC8 units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Rental Charge while not in use). For any inactive LOC8 Units in excess of the 20% allowance, COUNTY will incur a \$2.30 charge per unit per day.

**No LOC8 Unit Loss or Damage:** COUNTY is not entitled to a loss or damage allowance. COUNTY will be responsible for all costs related to lost, stolen or damaged LOC8 Equipment.

**Replacement costs:** LOC8 Tracking Unit - \$2,099.00 each; LOC8 Beacon - \$300.00 each;

**Supplies:** LOC8 wallcharger - \$49.00 each; LOC8 Battery - \$35.00 each.

**Reasonable Supplies:** Service includes reasonable disposable field supplies as required by COUNTY.

## 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. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no 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. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General 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 including material, parts, or equipment furnished in connection with such work or operations.*
  - 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. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

d. *Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after written notice has been provided to the County.*

3. 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 employers liability.

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, official, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.*

#### C. Deductibles and Self-Insured Retentions

Self-insured retentions must be declared and the COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

#### 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 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.

## EXHIBIT E

### HIPPA REQUIREMENTS

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.
  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
- 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 used 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.

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.

## 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 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  
100 East Center Street  
Visalia, California 93291  
ATTN: Steve Horton, Staff Services Analyst  
[SHorton@co.tulare.ca.us](mailto:SHorton@co.tulare.ca.us)

## 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. The audit report is due to the Probation Department no later than thirty (30) days after the completion of the audit.
  - 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. Programs which may be reviewed include, but are not limited to:
    - Electronic Monitoring
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 an 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.