

**SECOND AMENDMENT  
TO  
AGREEMENT FOR ELECTRONIC MONITORING SERVICES**

This Second Amendment ("Amendment"), dated as of October 1, 2021, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and BI Incorporated, a Colorado corporation authorized to do business in California, hereinafter referred to as "Contractor."

**RECITALS**

WHEREAS, County and Contractor entered into that certain Agreement, dated April 1, 2020, for provision of electronic monitoring equipment and services; and amended the Agreement on May 14, 2021; and

WHEREAS, County and Contractor desire to amend the Agreement, to revise the pay structure and pricing for electronic monitoring services, from the current participant-pay structure, to agency-pay; thereby eliminating fees for participants, effective October 1, 2021; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

1. Section 2. Payment Paragraphs 1 and 2, are hereby deleted in their entirety and replaced with the following language:

For all services and incidental costs required hereunder, Contractor shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit B, attached hereto and incorporated herein by this reference provided, however, that total payments to Contractor shall not exceed \$50,000 without the prior written approval of County. Contractor shall submit its bills in arrears on a monthly basis in a form approved by the Sheriff's Office. The bills shall show or include: (i) the tasks performed; (ii) the time in quarter hours devoted to the tasks; (iii) the hourly rate or rates of the persons performing the tasks; and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement will not be reimbursed.

2. Section 4. Termination shall be amended to add the following paragraph:

4.6 Change in Funding. Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event that (1) any state or federal agency or other funder reduces, withholds, or terminates funding which the County anticipated using to pay Contractor for services provided under this Agreement, or (2) County has exhausted all funds legally available for payments due under this Agreement.

3. Section 12. Method and Place of Giving Notice, Submitting Bills and Making Payments; the contacts shall be updated as follows:

TO COUNTY:                   Sonoma County Sheriff's Office  
2796 Ventura Avenue  
Santa Rosa, CA 95401  
Andrew.Ou@sonoma-county.org

TO CONTRACTOR:       BI Incorporated Corporate Office  
Divisional Assistant Controller  
6265 Gunbarrel Avenue, Suite B  
Boulder, CO 80301  
Kimberly.King@bi.com

4. Exhibit A. Scope of Services is hereby deleted and replaced with the revised exhibit, attached, in which all references to the former participant-pay structure have been removed.

5. Exhibit B. Cost of Services is hereby deleted and replaced with the revised fee schedule, attached.

6. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising thereunder.

7. This Amendment shall be governed by and construed under the internal laws of the state of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND CONTRACTOR HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

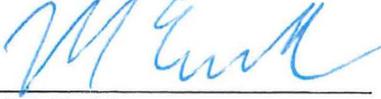
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date.

**CONTRACTOR:**

By:   
Danna Coapland  
Vice President, Finance

Date: 10/26/21

**COUNTY OF SONOMA:**

By:   
Mark Essick  
Sheriff-Coroner

Date: 10/26/21

**APPROVED AS TO FORM FOR COUNTY:**

By:   
County Counsel  
10-19-21

**CERTIFICATES OF INSURANCE ON FILE:**

By: 

## EXHIBIT A: SCOPE OF SERVICES

### 1. Introduction

The Electronic Monitoring Program (EMP) for jail inmates is administered by the Sonoma County Sheriff's Office. The Program uses Radio Frequency (RF), alcohol monitoring, or Global Positioning System (GPS) devices as designated by the Sheriff's Office for electronic monitoring of Program participants. EMP will be an agency-pay program. Referrals will be made by the Sheriff's Office to the Contractor.

### 2. Program Overview

Offenders determined to be low-risk will be referred to the Contractor for participation in the Program. The Sheriff's Office will pay for the fees associated with monitoring services. Contractor will provide staff and equipment to service the program. Services include, but are not limited to: offender enrollment, equipment installation, 24/7 monitoring, daily scheduling, community and office contacts, alcohol and drug testing. Contractor must provide home phone and cellular Radio Frequency monitoring equipment, GPS monitoring equipment, and alcohol monitoring devices.

### 3. Background/Population Served

EMP will be an agency-pay program that will serve as a day-for-day jail alternative for the low risk population pursuant to California Penal Code section 1203.016 and other applicable sections. The Contractor will assume provision of electronic monitoring services for this population.

### 4. Description of Services

Contractor shall perform all services identified in this section.

#### 4.1 Contractor Responsibility Matrix

In order to define expectations with regards to roles and responsibilities, the following table provides a side-by-side comparison of Contractor services and support responsibilities for the Jail Inmate Program.

Task	Provided by Contractor
Offender Enrollment	✓
Daily Scheduling	✓
Office Visits/Contacts	✓
Field Visits/Contacts	✓
Alcohol and Drug Testing	✓
Alert Notifications	✓
Court Support	✓

**4.2 Place of Performance:** The Sonoma County Sheriff's Office will provide office space, internet, and phones (including voicemail) for local Contractor staff at the following two locations:

North County Detention Facility (NCDF)  
 2254 Ordinance Road, Santa Rosa CA 95403

Main Adult Detention Facility (MADF)  
 2777 Ventura Ave, CA 95403

- 4.3 Staff Qualifications:** Contractor will provide qualified local staff: (preferably including staff bilingual in Spanish and English) to install equipment, set schedules, provide office and community monitoring of offenders, and alcohol and drug test. All Contractor staff must successfully complete a background check conducted by the Sonoma County Sheriff's Office, to include investigation and fingerprinting. Contractor's local staff must consist of at least one male and one female employee to administer drug screening tests.
- 4.4 Staffing Levels:** Contractor shall maintain a sufficient number of qualified personnel on staff for the duration of the program contract. The Contractor will need to provide a minimum of two (2) Case Officers (perhaps more at full capacity) to manage the offender population.
- 4.5 Office Hours:** Contractor staff will provide coverage at the two office locations according to the schedule below. All times assume Pacific Standard Time (PST)/Pacific Daylight Time (PDT). Deviations from this daily schedule must be mutually agreed upon by County and Contractor and documented in writing. Contractor staff must be available to provide support outside of normal business hours as specified below in special circumstances.

Office Hours				
Monday	Tuesday	Wednesday	Thursday	Friday
EMP 8 am – 5 pm Office	EMP 8 am – 12 pm Office	EMP 8 am – 5 pm Office	X	EMP 8 am – 5 pm Home Visits
	X		X	

- 4.6 Program Lead. Point(s) of Contact:** Contractor shall designate one (1) Program Manager (or equivalent lead) to serve as the single point of contact responsible for coordinating with County of Sonoma personnel to address all contractual matters, such as program, schedule, and financial execution.
- 4.7 Shared Resources:** If both the Sonoma County Sheriff's Office and the Sonoma County Probation Department maintain current agreements with Contractor to

serve adult offenders, then Contractor will serve referrals from both departments during Contractor's office hours. This service will include all Contractor services and equipment applicable to either department's agreement.

#### 4.8 In-Office Work

- a) Offender Enrollment: The Sheriff's Office determines eligibility and makes referrals to Contractor. Contractor will meet with offenders and collect the information required to enroll them in the system, conduct an intake appointment, and complete all set-up and system requirements with the offender as instructed by Sonoma County personnel. Contractor will also obtain verification of employment, community service, treatment classes, religious activities, medical appointments and any other activities the person may participate in and enter into the offender's schedule.
- b) Inventory Management: Contractor will be responsible for all inventory management functions for electronic monitoring devices, including ordering, returning, repairing, and upgrading equipment.
- c) Equipment Installation/Troubleshooting/Removal: Contractor will install equipment on offenders as directed by Sonoma County staff. Sonoma County staff will determine the appropriate type of monitoring equipment to be installed. Contractor staff will follow up directly with program offenders to trouble-shoot and address all equipment-related issues. Contractor staff may be required to swap out offender's electronic monitoring equipment as needed. As directed by Sheriff's Office staff, Contractor staff will remove equipment and cancel offender enrollments for individuals that exit the program.
- d) Zones/Scheduling: Contractor staff will meet with offenders to set their initial monitoring schedule and zones, and adjust zones/schedules as needed during program participation. Sheriff's Office staff must approve all zones set by BI staff.
- e) Office Visits/Contacts: Contractor will conduct between two (2) to four (4) office visits per offender, per month, or as directed by Sonoma County Sheriff's Office staff.
- f) Monitoring/ Alert Notifications:
  - **During Business Hours**: Contractor staff will monitor offender activity, investigate all alerts, and report alert resolution to County staff. Contractor staff shall consult with Sheriff's Office staff to determine if offenders should be violated and removed from the program, or sanctioned and kept on the program.

- **Outside of Business Hours:** Contractor will contact Sheriff's Office staff on their on-call cellular phones to notify them of any high alerts, which will be designated by the Sheriff's Office staff. No routine work will be required of local Contractor staff outside of normal business hours; however, Contractor staff may be required to provide support in special circumstances. Contractor's Central Monitoring Operations center will handle routine afterhours support and alert investigation. If an offender alert condition exists, the monitoring system will immediately send program violations to designated County staff through email, text message, fax, or page. Specialists trained and certified to handle equipment and service issues will be available 24/7/365.
- g) Alcohol and Drug Testing: Contractor will conduct between one (1) to two (2) urinalysis tests per offender, per month. Additional drug tests may be needed on an ad-hoc basis as directed by Sonoma County personnel. At a minimum, drug tests should screen for marijuana/THC, opiates, heroin, amphetamine, PCP, alcohol, and cocaine. Sonoma County staff should be notified within 24 hours of a positive test result.
- h) Court Support: Contractor will be available to support court hearings related to the program when requested by County staff.

#### 4.9 Field Work

- a) Field Visits/Contracts: Contractor will conduct a minimum of one (1) unannounced house/field visits per offender, per month, or as directed by Sonoma County staff. Examples of field contacts include employment and treatment verification. If the offender works during normal business hours, Contractor staff will visit offender's place of employment (within Sonoma County). Sheriff's Office ("SO") staff must give prior notice to offenders' employer prior to Contractor staff conducting a field visit. Contractor staff will inform Sheriff's Office staff of field visit schedules in advance; SO staff will not schedule equipment installs during times when Contractor staff will be out of the office conducting field visits.
- b) Field Contact Expectations: The scope of the Contractor's field visits will include: entry into the offender's residence in order to properly inspect equipment; verification of the offender's presence; and ensuring there are no obvious signs of program violations. Contractor staff will only enter the immediate room upon entering a residence, and the room where the equipment is located. Contractor staff will only observe their surroundings. If a violation is observed, Contractor staff will **NOT** approach the offender or comment on the violation. Following the field visit, all violations will be

reported to SO staff. Examples of program violations include: presence of alcohol, controlled substances, paraphernalia, weapons, or unauthorized guests. Any observed program rule violations will be reported back to the Correctional Deputy assigned to EMP. The Correctional Deputy will conduct follow-up on these observations, and depending upon the severity, may bring the offender into custody or implement other sanctions.

- c) **Vehicle/Transportation:** Contractor will be responsible for providing its own vehicle or comparable transportation for use by its staff to conduct field visits, equipment retrievals, and other necessary activities. The County of Sonoma will not be responsible for providing a vehicle or other method of transportation to the Contractor.

- 4.10 Software Requirements:** Contractor will provide Sonoma County personnel access to its web-based TotalAccess electronic monitoring case management system. BI TotalAccess is a secure, web-based application, which gives supervising officers and local Contractor staff 24/7/365 access to all offender monitoring data, including GPS, RF, and remote and transdermal alcohol monitoring, from any web-enabled computer, PDA, smartphone or iPad. TotalAccess serves as a centralized location for curfew schedules, alert processing, and equipment configurations, reporting options, and offender management. Total Access supports Contractor's entire line of electronic monitoring products, and will provide a single software program/interface for: creating curfews, setting zones, tracking schedules, entering data, monitoring offender activity, and reviewing offender status and alerts.

Authorized Sonoma County users of Total Access shall have the ability to view real-time offender activity 24 hours a day, seven (7) days a week, 365 days a year. Local Contractor and County staff will have thorough access to all transactional records and other monitoring data in the BI Total Access system. To monitor offender compliance, TotalAccess includes functionality that allows County or Contractor staff the ability to view, in real-time, offender movement and geographical information from one interactive display. This function shows client movements during specified periods of time. County or Contractor local staff will have the ability to view a given offender's progression by following moving dots superimposed on an interactive map.

The monitoring software must also afford County staff the ability to run recurring and ad-hoc reports. Upon contract award, at no additional cost to Sonoma County, Contractor will work with County program administrators to ensure that all reporting needs are met. Reports may be required on an ad-hoc, daily, weekly, monthly, quarterly, or annual basis. Contractor will provide technical support at no additional cost to Sonoma County.

**4.11 Training Requirements:** At no cost to the County, Contractor shall provide initial on-site training and periodic refresher training sessions at local County offices on the aforementioned equipment and software program.

**5. Description of Goods**

**5.1 Equipment Requirements:** Contractor shall stock a sufficient supply of home phone and wireless Radio Frequency, GPS and alcohol, monitoring equipment and supplies to provide for immediate installation as directed by County staff who will be responsible for determining eligibility for participation. Contractor will lease the following equipment in sufficient quantities to meet the needs of this program:

Program Requirement	Contractor's Leased Equipment
Home Curfew Monitoring -Radio Frequency (RF)	BI Home Guard 200 (Landline) BI Home Guard 206 (Cellular) BI HG20 20 HomeGuard (Landline)* BI HG20 20 HomeGuard Cellular
Global Positioning (GPS) Tracking System	BI ExacuTrack One BI LOC8/LOC8 XT
Alcohol Monitoring	BI TAD (Landline) BI TAD Plus Cellular BI Sobriotor BI SL2 BI SL3
Field Verification Unit	BI Drive-BI
Software Application	BI SmartLINK

All units will be maintained and guaranteed by the Contractor, and will be updated at no cost when the Contractor upgrades or modifies its technology. If any equipment leased under this contract becomes damaged or broken, Contractor will provide replacement units with the comparable form, fit, and function at no cost to Sonoma County.

**5.2 Equipment Descriptions**

- a) **BI HomeGuard 200:** The BI HomeGuard 200 electronic monitoring system is a radio frequency system that continuously verifies the presence or absence of an offender at a specific location, usually the home. The receiver reports the client's presence/absence to the monitoring computer through the client's home phone land line, which determines whether the client is adhering to or in violation of his or her authorized schedule. If any computer detects a violation, it generates an alert, and the monitoring center sends a notification to the supervising agency or officer.

- b) BI HomeGuard 206: The BI HomeGuard 206 DS electronic monitoring system is a radio frequency system that continuously verifies the presence or absence of a client at a specific location, usually the home. Using a cellular connection on either the Verizon® or Sprint® network (dependent on coverage areas), the receiver reports the offender's presence or absence to the monitoring computer which determines whether the client is adhering to (or in violation of) his or her authorized schedule. If the computer detects a violation, it generates an alert, and the monitoring center sends a notification to the supervising agency or officer.
- c) BI HG20|20 (Landline) and BI HG20|20 Cellular: The HomeGuard 20|20 receiver will collect a GPS point every minute while in motion and up to 10 minutes after becoming motionless, and if GPS is unavailable, the receiver will use Wi-Fi access points to record a location point. In addition, the receiver is equipped with a 3.5 inch color touch LCD receiver screen that displays text messages from officers. The HomeGuard 20|20 receiver automatically detects equipment and activity events to confirm proper operation. These self-diagnostic features generate messages for critical events, such as low battery, loss of power connection, loss of telephone connection, loss of cellular signal, and tamper events. If any system error occurs or if the equipment encounters abnormal operating conditions, the receiver records and reports this diagnostic information to the central monitoring computer.

Communication capabilities: Via LTE cellular technology (\*landline option available later in 2021).

- d) BI ExacuTrack One: The BI ExacuTrack One consists of one piece of equipment (an ankle-mounted tracking unit), and tracks client location and movements within the community in near-real time. ExacuTrack One can collect location data as frequently as once every 15 seconds, giving agencies detailed information about an offender's movement. The unit relays the collected data to BI's central monitoring computer as frequently as once per minute; for example, when a client enters an exclusion zone. Offender location can also be found at any time by "pinging" the unit. Key features of ExacuTrack One include:
- Multiple location technologies (Autonomous GPS, Assisted GPS, and AFLT) for optimal performance in various cellular coverage areas and conditions.
  - A radio frequency (RF) link in the form of an in-home beacon. Multiple forms of tamper monitoring including a fiber optic strap and motion detection.
  - A two-year field replaceable battery which will operate for a minimum of 20 hours before requiring a charge.
  - LEDs and audible alarms to indicate GPS coverage, beacon range, and battery status.
  - Ability to communicate with the offender through pre-defined and recorded voice messages, which require offender acknowledgement.

- e) LOC8: The LOC8 is a simple-to swap battery ankle bracelet system equipped with GPS electronic monitoring that provides uninterrupted service and multiple location technology.
- f) LOC8 XT: Dependable and easy to use, BI's GPS equipment provides the agency with reliable location information, multiple communication technologies, and innovative solutions for client monitoring. Designed to monitor the County's caseload effectively in any environment, LOC8 XT accurately tracks and captures location information on a 24/7/365 basis. The device incorporates a field-replaceable, adjustable strap; a long lasting internal battery with a minimally restrictive charging solution; and multiple tamper detection technologies unrivaled in the industry.
- g) BI TAD (Landline): BI TAD provides alcohol monitoring and relies on radio-frequency (RF) technology to report alcohol events to officers. Using transdermal technology, TAD is an ankle-worn device that senses alcohol through the skin. It detects and reports alcohol events over a 0.020 transdermal alcohol concentration (TAC) threshold. Installed in the offender's home, the BI HomeBase receiver collects alcohol events and reports them to the central monitoring computer.
- h) BI TAD Plus Cellular: To accommodate the growing needs of offenders without a landline connection, HomeBase is also offered with cellular capability. To detect a potential drinking event, the alcohol detection module on the back of the device monitors moisture and vapor excreted from the offender's skin for alcohol. If a client exceeds the 0.020 TAC threshold, an alcohol event will be recorded and transmitted to the central monitoring computer when he or she comes within 50 feet of the HomeBase. TAD also has curfew monitoring functionality and may be used for offenders that require curfew and alcohol monitoring. If a violation is detected an alert is generated, and the supervising agency or officer is notified.
- i) BI Sobriotor: BI Sobriotor is a hand-held, remote alcohol monitoring device that detects the presence of alcohol through an individual's deep lung breath sample. Sobriotor incorporates biometric voice verification technology, fuel cell alcohol testing technology, and BI's proprietary security technology to ensure the offender is accurately identified and tested, the unit's integrity remains intact, and results are reported promptly to the host monitoring computer. Monitoring with Sobriotor is performed remotely using a telephone connection, so that compliance with alcohol restrictions can be verified daily. To accommodate the growing needs of offenders without a landline connection, Sobriotor can be paired with a cellular unit to transmit results. The system allows officers to customize an alcohol breath testing schedule that fits the offender's schedule. Tests can be scheduled at regular intervals, randomly, or on- demand. Test results are reported to the host monitoring computer. If results are outside specified parameters, officers are notified according to agency notification procedures.

- j) BI SL2: The SL2 is a one piece, mobile alcohol monitoring device that measures Breath Alcohol Content (BrAC) by collecting deep lung breath samples. The SL2 incorporates Adaptive Facial Recognition, evidentiary-grade fuel cell technology and multiple acquisition technologies to ensure the offender is accurately identified and tested. Results of each test are promptly reported to the central monitoring computer system via a cellular connection. Each test report includes a high resolution offender photo. Once the SL2 device takes a high resolution photo of the offender during each breath alcohol test, each photograph is spatially analyzed by the intelligent software against an adaptive template of multiple offender file photos on file. BI's Adaptive Facial Recognition system collects data on each individual's face, and compares new photos against a single master file photo. Alcohol monitoring with SL2 allows low-risk offenders to be monitored remotely with the resulting test data submitted wirelessly. Multiple acquisition technologies determine the device's location and capture a GPS point for each test. Communication with the offender, including battery status, messages and test directions, is conducted through a high resolution color LCD screen on the side of the device.
- k) BI SL3: BI SL3 is a mobile breath alcohol testing device that uses GPS to determine the location of the client while performing the breath alcohol test. All client identification, location, and alcohol test data is communicated in near real-time to agency staff. The BI SL3 offers scheduled, randomized, and on-demand testing capabilities. Additional features and benefits of the BI SL3 solution include:
- Highly advanced technologies, including an accurate fuel cell, a high-resolution camera to validate the identity of the client, and GPS location technology.
  - Test results are court admissible, and SL3 technologies have all been validated many times in court.
  - BI SL3 incorporates facial recognition software and breath temperature detection technologies to ensure attempts made to supply a different individual's breath sample will be detected and reported.

In the event of a tamper, the test is flagged and TotalAccess notifies agency staff via email or text message.

- l) Drive-BI: The Drive-BI is a hand-held receiver that detects BI HomeGuard transmitters and BI TAD units, allowing agencies to further monitor offenders assigned to these devices and verify their presence at specified locations in the community - for example at scheduled appointments, school or work.
- m) BI SmartLINK: BI SmartLINK is a Software Application designed to be installed on a Client's mobile device. It provides clients with supervision-related tools such as a calendar and access to community resource information. Clients can also be required to use the application's check-in capability to verify identity and location through fixed or random check-ins using biometric technology. The application's self report module allows clients to periodically report their status. The application's modular design allows officers to control what functionality and information is delivered to the Client's

mobile device from within BI TotalAccess.

Requirements: Apple iOS or Android (Operating System powered) smartphone.

- 5.3 Special Tools:** All special tools required for equipment removal shall be provided by Contractor at no additional charge to the County.

## **6. Monitoring Service**

- 6.1 Monitoring Operations:** BI's Monitoring operations provides a complete, secure, and advanced compliance monitoring structure that encompasses all systems, hardware, software, and communications to support the entire continuum of electronic and alcohol monitoring products. The Monitoring Operations Center houses all program data in a secure facility equipped with alarms and secure-access entryways, with the highest-quality network protections and redundancies to keep data secure and confidential. Monitoring Operations Specialists are available 24/7/365 to support County staff in real time.

### **Key capabilities of BI Monitoring Operations include:**

- a) **Tiers of Support.** In order to meet the unique technical support needs of the County, BI has developed a tiered approach that includes:
- **Tier I.** Support will be provided by the local EM Site Coordinators. BI will ensure that local staff trained to address issues locally at the County level. This training will prepare EM Site Coordinators to respond to most technical and customer service requests independent of higher tiers of support.
  - **Tier II.** Support will be provided by BI Monitoring Operations. Should the EM Site Coordinators be unable to address any inquires, BI Monitoring Operations will offer 24-hour services to immediately assist County personnel and local BI staff.
  - **Tier III.** Support will be provided by other Subject Matter Experts (SME) within BI. In the unlikely event BI Monitoring Operations is unable to resolve an inquiry, BI will escalate the issue to the appropriate internal department. Examples of Tier III support include engaging engineering, software development, product management, contract compliance, and many other knowledgeable departments within BI.
- b) **Comprehensive, Continuous Technical Support.** BI's Monitoring Technical Support Specialists are carefully trained to provide information, support, and technical assistance for BI's continuum of electronic and alcohol monitoring products, as well as the TotalAccess software platform. Accordingly, agencies have a single point of contact for all equipment functionality and troubleshooting questions. To maintain first class customer support, BI continually conducts call

traffic and workload analysis to ensure adequate staffing and 24/7/365 availability.

## 7. Reporting Capabilities

- 7.1 Total Access Reporting Capabilities:** BI Total Access includes numerous pre-defined reports to assist County personnel with all aspects of caseload management. The County can run reports at any time and schedule reports for automatic delivery by email or fax at specified intervals. All reports can be exported as PDFs, Word documents, or Excel spreadsheets.

Total Access Reporting Capabilities		
Activity Reports		
• 72 Hour Open Alerts	• Active Cases Exception	• Activity Summary
• Activity Summary Consolidated	• Agency Alert Count	• Alert Detail
• Alert Summary	• Alerts by Type	• Client Stops
• Compressed Summary	• Crime Scene Correlation	• Daily Summary
• Open Alerts Status	• Recent Case Activity	• Zone by Zone
Administrative Reports		
• Agency Active Client	• Agency System Utilization	• Customer Agency Summary
• Device Current Usage	• Monthly Equipment Summary	• User Listing
• User Login Log	• User Request Log	
Other Offender Reports		
• Case Status	• Caseload at a Glance	• Caseload Profile
• Caseload Statistics	• Client Add Delete	• Client Inactivation by Date
• Client List	• Client Profile	• Client Schedules
Alcohol Monitoring Reports		
• TAD Activity Graph	• AMD Calibration	
Other Reports		
• Client Procedure	• Client Profile History	• Device Assignment
• Notification Suspension	• Zones & Schedule	
• 14 Day Summary	• Device History	

### Contractor Security Clearance Requirements and Procedures

- A. Contractor must submit a list of employees who will be working in the Main Adult Detention Facility (MADF) and the North County Detention Facility (NCDF), hereinafter "detention facilities," to the designated Detention Representative at least two weeks in advance of entry to allow time for background security checks to be completed. In exigent circumstances, exceptions will be reviewed and approved on a case-by-case basis. For purposes of clarification, all staff employed by, or under contract to Contractor, who provides services within the detention facilities, shall be referred to as Contractor Worker.
- B. Contractor shall provide the full name, date of birth, driver's license, social security number, and physical description of all Contractor Workers who will require access to the detention facilities, to the designated Detention Representative for the purpose of identification and to conduct the background security checks.
- C. All Contractor Workers must receive security clearance from the designated Detention Representative prior to being permitted access to detention facilities; Contractor Workers with prior felony convictions, extensive criminal histories, recent convictions, or any pending charges may be denied entrance into the detention facilities.
- D. All Contractor Workers submitted for clearance shall be checked for outstanding warrants. Any active warrants attributed to Contractor Workers may result in the arrest of the subject.
- E. No Contractor Worker under 18 years of age will be admitted to the detention facilities without prior authorization from the MADF or NCDF Facility Managers.
- F. Contractor Workers who have in their possession firearms, explosives, or any other weapon, as defined under Penal Code Section 171b, shall not be allowed to enter the detention facilities, and may be subject to arrest.
- G. Contractor Workers who have in their possession alcoholic beverages or drugs shall not be allowed to enter the detention facilities and may be subject to arrest.
- H. Contractor Workers under the influence of drugs or alcoholic beverages will not be allowed to enter the detention facilities, and may be subject to arrest.
- I. Umbrellas, pocket knives, scissors, metal nail files, or other objects that could be used as weapons are not allowed within the secure perimeter of the detention facilities, with the exception of tools required to install, remove or repair the equipment the Contractor worker is authorized to services.
- J. Contractor Workers entering the detention facilities shall not give anything to

any inmate, nor shall they take anything from any inmate without prior approval from authorized detention staff.

- K. No smoking is permitted within the detention facilities. Contractor Workers may not bring any tobacco products into the detention facilities.
- L. Contractor Workers entering the detention facilities shall not loan, exchange, borrow, do favors for, or enter into any business transactions with any inmate.
- M. Contractor Workers shall not talk to any inmate without prior approval by authorized detention staff.
- N. Contractor Workers will proceed directly to their designated work areas with the detention facilities. Anyone found loitering in unauthorized areas may be escorted from the facilities and may have his/her security clearance revoked.
- O. For the safety of all persons, the Sheriff's Office will not allow any inmate to escape in exchange for the release of hostages. All means will be used to ensure the safe release of hostages, with the exception of giving hostage takers weapons or additional hostages, or allowing hostage takers to escape.
- P. Detention staff is responsible for security. If directed by authorized detention staff to take any action (leave the area, secure tools etc.) all Contractor Workers are required to immediately comply, without question.
- Q. Tools may be inventoried prior to entering the detention facilities, and again upon leaving the facilities. Only tools required to complete the specified work may be brought into the facilities. All tools must be secured before leaving the work area.
- R. All Contractor Workers must attend a security briefing session before they are authorized to work unescorted, inside the detention facilities.
- S. Contractor and all Contractor Workers who provide services under the agreement shall comply with all other Sonoma County Sheriff's Office detention facilities security procedures and protocols, and other security measures deemed necessary by the Sonoma County Sheriff's Office.

## **EXHIBIT B: FEE SCHEDULE**

### **1. Overview**

This Exhibit B describes County's payments to Contractor for services provided under this Agreement, as well as allowable charges and required documentation from Contractor.

### **2. Fee Schedule**

Payments made to Contractor during the term of this Agreement will not exceed \$50,000.

Contractor's rates include all equipment, software, maintenance, labor, implementation services, shipping, insurance, communications, documentation reproduction, and all other miscellaneous expenses. In addition, Contractor's rates include unlimited spare equipment and unlimited allowance for lost, damaged, or otherwise non-functioning equipment, regardless of the reason for equipment replacement.

### **3. Billing Termination Dates**

Charges will end on the earliest date of the following occurrences:

- Equipment is removed from participants, whether by Contractor staff, County personnel, or participants themselves.
- Participants are remanded to custody or abscond.
- The Superior Court or County personnel order that participants no longer require the equipment.
- Equipment is not functioning as designed.

Contractor will review County's database and any other available records to verify correct termination dates and update termination dates as needed to the earliest date of the occurrences listed above. In some cases, Contractor's invoices might include charges for periods after this date if, for example, Contractor does not receive timely notification of termination and does not discover a discrepancy until after a billing period ends. If Contractor charges for equipment usage occurring after the earliest date of the occurrences above, Contractor will, upon learning of such charges, credit them on the following month's invoice.

### **4. Rates**

Contractor will charge daily rates as follows:



October 7, 2021

Delivered via email

ATTN: Sharon Post  
Sonoma County Sheriff Office  
2796 Ventura Ave  
Santa Rosa, CA 95403

Re: Requested Agency Pay Pricing Options

Dear Ms. Post,

BI Incorporated is pleased to offer pricing as requested by the Sonoma County Sheriff's Office. Please see pricing listed below within tables.

1. Sonoma County Sheriff Pricing			
Equipment	Rental Rate	Monitoring Rate	Total Price per day per client
Active GPS Tracking: Loo8 XT	\$4.49	\$4.15	\$8.64
Landline Continuous Alcohol Monitoring: TAD	\$6.25	\$5.50	\$11.75
Cellular Continuous Alcohol Monitoring: TAD	\$8.00 <sup>1</sup>	\$5.50	\$13.50
Mobile Breath Alcohol: SL2, SL3	\$4.65	\$4.75	\$9.40
RF Curfew Monitoring: HomeGuard 20I20 and 206	\$3.75	\$4.00	\$7.75

All daily rates include a 100% lost and damaged equipment allotment and a 100% spare equipment allowance.

<sup>1</sup>Includes a cellular rate of \$1.75

**2. Sonoma County Sheriff SmartLINK Application Pricing**

**SmartLINK Application Pricing - Standalone**

<i>Price per Participant, per day</i>		
SmartLINK Program	<i>Price per Participant, per day</i>	
	<i>With BI Technologies</i>	<i>SmartLINK Only</i>
SmartLINK Connect	No Charge	\$0.25
SmartLINK Report	\$0.25	\$0.50
SmartLINK Verify	\$0.50	\$0.75
Video Conferencing 15 minutes duration	\$0.35 per occurrence	\$0.35 per occurrence

**SmartLINK Application Pricing – Enrollment and Assistance with Monitoring**

<i>Price per Participant, per day</i>		
SmartLINK Program	<i>Price per Participant, per day</i>	
	<i>With BI Technologies</i>	<i>SmartLINK Only</i>
SmartLINK Connect	\$1.40	\$1.65
SmartLINK Report	\$1.65	\$1.90
SmartLINK Verify	\$1.90	\$2.15
Video Conferencing 15 minutes duration	\$0.35 per occurrence	\$0.35 per occurrence

**3. Sonoma County Sheriff Pricing**

Equipment	Total Price Per Test
Drug Testing	\$20.00

SmartLINK pricing above applies to installation on any compatible participant- or County-provided mobile devices.

In addition to the provisions of Article 2 of this Agreement, Contractor's invoices will provide the following information: participant name, County's participant identification number if available, participant start date, participant end date, equipment type, daily rate, number of billed days, and total billable amount for each participant. An Excel spreadsheet accompanying invoices will also include this information.

At County's request, Contractor will modify invoice structure or information at no charge to County if Contractor has the requested information readily available. Additionally, Contractor will meet with County to discuss invoice structure or invoicing questions at no charge to County.

**FIRST AMENDMENT  
TO  
AGREEMENT FOR ELECTRONIC MONITORING SERVICES**

This First Amendment ("Amendment"), dated as of 5/14, 2021, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and BI Incorporated, a Colorado corporation authorized to do business in California, hereinafter referred to as ("Contractor").

**RECITALS**

WHEREAS, County and Contractor entered into that certain Agreement, dated April 1, 2020, for provision of electronic monitoring equipment and services; and

WHEREAS, County and Contractor desire to amend the Agreement to extend the term for three years and revise pricing rates effective April 1, 2021 to reflect the results of the 2020 RFP for electronic monitoring services,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

1. Section 2. Payment is hereby deleted in its entirety and replaced with the following language:

For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the rates set forth in the estimated budget and fee schedule as Exhibit "B" (Participant Pay, Option 2), attached hereto and incorporated herein by this reference. The amount paid to Contractor for all services performed under this Agreement shall not exceed Twenty Thousand Dollars (\$20,000) per year for the three year term of the Agreement.

2. Section 3. Term of Agreement is hereby deleted in its entirety and replaced with the following language:

The term of this Agreement shall be from April 1, 2021 to March 31, 2024, unless terminated earlier in accordance with the provisions of Article 4 below.

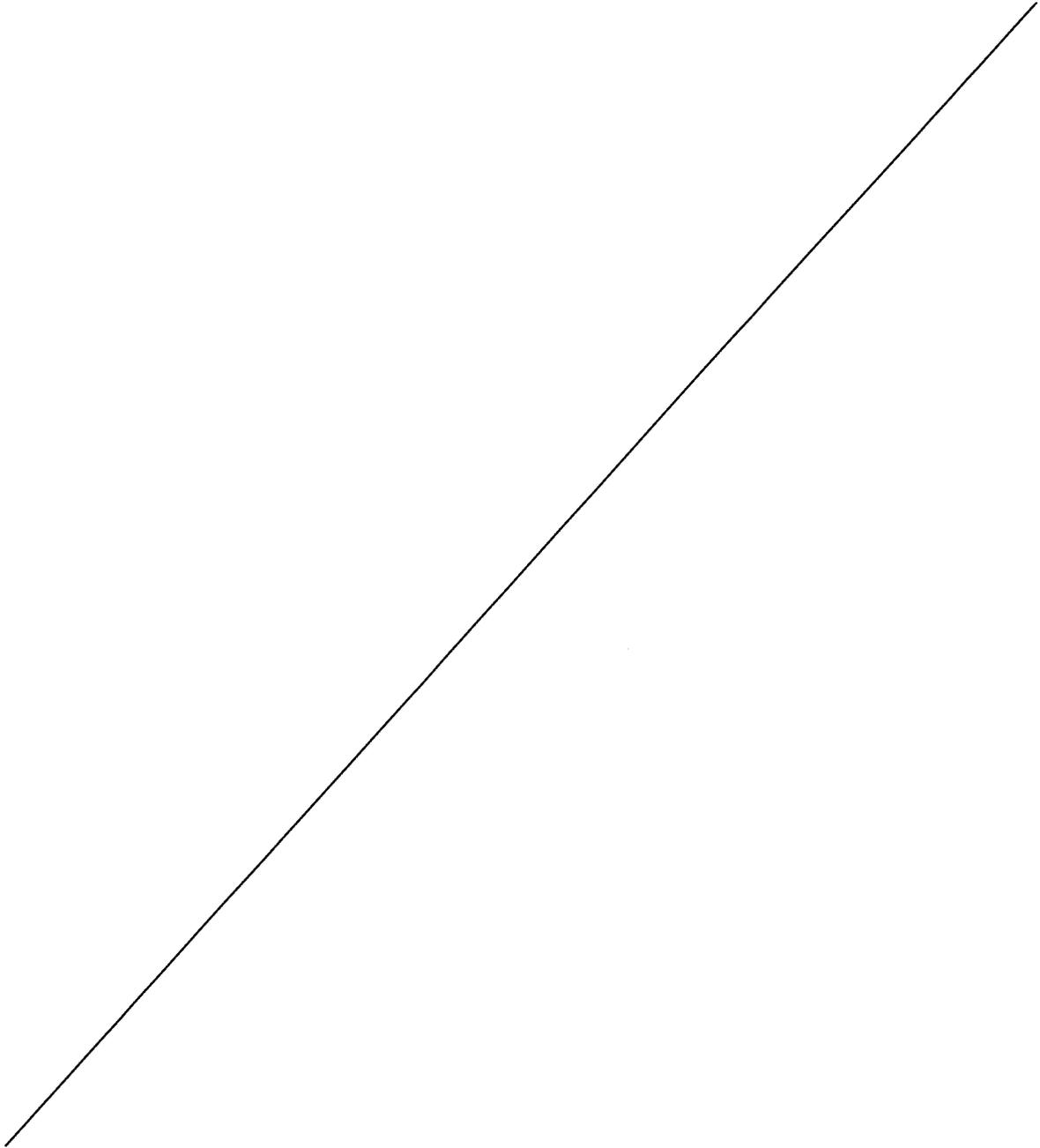
3. Exhibit B. Cost of Services is hereby deleted and replaced with the revised pricing, attached.

4. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising thereunder.

5. This Amendment shall be governed by and construed under the internal laws of the state of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND CONTRACTOR HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date.

A long diagonal line crossing the page from the bottom left to the top right, likely representing a signature or a mark.

**CONTRACTOR:**

By:   
Danna Coapland  
Vice President, Finance

Date: 05/11/2021

**COUNTY OF SONOMA:**

By:   
Mark Essick  
Sheriff-Coroner

Date: 5-14-21

APPROVED AS TO FORM FOR  
COUNTY:

By: N/A  
County Counsel

CERTIFICATES OF INSURANCE ON  
FILE WITH AND APPROVED AS TO  
SUBSTANCE FOR COUNTY:

By: N/A

EXHIBIT B  
FIRST AMENDMENT  
TO  
AGREEMENT FOR ELECTRONIC MONITORING SERVICES ("Agreement")  
BETWEEN  
BI INCORPORATED ("Contractor")  
AND  
COUNTY OF SONOMA ("County")

---

This Amendment is entered into by and between County and Contractor.

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 to amend the above-referenced Agreement, as follows:

**Participant Pay pricing is, as follows:**

HG206 HomeGuard Digital Cell Unit Charge:	\$11.84 per Unit per day.
HG20 20 HomeGuard Cell Unit Charge:	\$11.84 per Unit per day.
TAD Alcohol Only Charge:	\$17.00 per Unit per day.
TAD with RF Charge:	\$17.00 per Unit per day.
TAD Plus Cellular - Alcohol Only Charge:	\$18.92 per Unit per day.
TAD Plus Cellular - with RF Monitoring Charge:	\$18.92 per Unit per day.
SL2 Unit Charge:	\$14.26 per Unit per day.
SL3 Unit Charge:	\$14.26 per Unit per day.
Option A: LOC8/LOC8 XT with 1.240.A0.W5.C30 ZX Service Charge:	\$13.50 per Unit per day.
Drug Test:	\$20.00 each

**Payment Collection:**

Contractor will be responsible for collection of payments from offenders participating in the Program. For offenders who have the ability to pay, all the billing must be made from the Contractor directly to the program offenders. Contractor must accommodate a variety of offender payment methods including, but not limited to cash, credit card, check, money order, and cashier's check.

**The changes listed in this Amendment shall be effective the first day of the first full month following the date of full execution of this Amendment.**

AGREEMENT FOR ELECTRONIC MONITORING EQUIPMENT  
SERVICES FOR JAIL INMATES

This agreement ("Agreement"), dated as of April 1, 2020 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and BI Incorporated, a Colorado corporation authorized to do business in California (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified, experienced electronic monitoring equipment and services provider;

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Contractor for the provision of an electronic monitoring program.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

I. Scope of Services.

1.1 Contractor's Specified Services.

Contractor shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit "A", the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder. In addition, Contractor shall comply with the following rules and procedures set by the Sheriff's Office.

- a) Adhere to all regulations and procedures that pertain to jail management, safety and security, facility access, and the standards of conduct that govern interactions with members of the inmate population, and to comply with direction by Sheriff's Office staff in this regard.
- b) Notify the Sheriff's Office correctional staff immediately of any problems relating to inmate behavior or performance, or safety or security issues.

- c) Assign the overall management of Contractor for services provided under this Agreement to the Senior Monitoring Operations Analyst who will work with the Sheriff's Office Detention Alternatives Sergeant.
- d) Contractor will contact the Detention Alternatives Sergeant on any issues relative to this Agreement.

1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a) Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
- b) Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- c) In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

1.5 Security Clearance. Contractor and each of its employees and sub-contractors who may perform services under this Agreement shall be subject to a background investigation to the satisfaction of the Sheriff's Office. To enable the Sheriff's Office to properly conduct such background investigation, Contractor and all of its employees and sub-contractors shall also submit a consent and waiver form permitting County to obtain personal employment or professional information from third parties, and releasing such third parties

from any and all liability for disclosing such information to the County. All personal information provided will be maintained by the County in strictest confidence to the extent allowed by law. Contractor shall not perform any services under this Agreement unless and until such background investigation has been completed and clearance has been obtained in writing from the Sheriff's Office.

2. Payment. For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the rates set forth in the estimated budget and fee schedule as Exhibit "C", attached hereto and incorporated herein by this reference. The amount paid to Contractor for all services performed under this Agreement shall not exceed Twenty Thousand dollars (\$20,000).

Upon completion of the work, Contractor shall submit its bill[s] for payment in a form approved by County's Auditor and the Head of the County Department receiving the services. The bill[s] shall identify the services completed and the amount charged.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from April 1, 2020 to March 31, 2021, unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Contractor.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Sheriff, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such

Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit D which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not exceed the delegated signature authority of the Department Head and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor.

9.1 Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it

being understood that acceptance of Contractor 's work by County shall not operate as a waiver or release.

9.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, contractor has the obligation to inform the County

9.4 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor 's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor 's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership of Work Product. All reports, drawings, graphics, plans, and studies, in their final form and format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement, shall be the property of County. Contractor shall deliver such materials to County upon request in their final form and format. Such materials shall be and will remain the property of County without restriction or limitation. Document drafts, notes, and emails of the Contractor and Contractor's subcontractors, consultants, and other agents shall remain the property of those persons or entities.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:

Sonoma County Sheriff's Office  
Attn: Liz Parra  
2796 Ventura Avenue  
Santa Rosa CA 95401  
707-565-3116  
liz.parra@sonoma-county.org

TO: CONTRACTOR:

BI Incorporated  
Director, Partnership Development  
6265 Gunbarrel Ave., Suite B  
Boulder CO, 80301  
Phone: 303-218-1110  
Email: joseph.johnson@bi.com

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

### 13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

(Rest of this page left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR:

By: Ruth Skerjanec  
Ruth Skerjanec  
VP Financial Planning  
Authorized and Agent of BI Inc.

Date: 04/24/2020

COUNTY OF SONOMA:

By: Mark Essick  
Mark Essick, Sheriff-Coroner

Date: 5/5/2020

APPROVED AS TO FORM FOR COUNTY

By: [Signature]  
Deputy County Counsel

Date: 4/27/20

CERTIFICATES OF INSURANCE ON FILE WITH SHERIFF'S OFFICE

By: [Signature]

Date: 4-28-20

## **Exhibit A**

### **Scope of Services**

#### **1. Introduction**

The Electronic Monitoring Program (EMP) for jail inmates is administered by the Sonoma County Sheriff's Office. The Program will involve electronic monitoring of offenders on Radio Frequency (RF), alcohol monitoring, or Global Positioning System (GPS) devices as designated by the Sheriff's Office. EMP will primarily be an offender-pay program. Referrals will be made by the Sheriff's Office to the Contractor.

#### **2. Program Overview**

Offenders determined to be low-risk, will be referred to the Contractor to participate in the Program. Offenders will be required to pay for the cost of being electronically monitored in compliance with their program terms, subject to the offender's ability to pay (described more fully below). Contractor will provide staff and equipment to service the program. Services include, but are not limited to: offender enrollment, equipment installation, 24/7 monitoring, daily scheduling, community and office contacts, alcohol and drug testing, collection of program fees, as well as a financial assessment and fee reduction (or waiver) to those financially unable to pay full program fees. Contractor must provide home phone and cellular Radio Frequency monitoring equipment, GPS monitoring equipment, and alcohol monitoring devices.

#### **3. Background/Population Served**

EMP will primarily be an offender-funded program that will serve as a day-for-day jail alternative for the low risk population pursuant to California Penal Code section 1203.016 and other applicable sections. The Contractor will assume provision of electronic monitoring services for this population.

#### **4. Description of Services**

Contractor shall perform all services identified in this section.

##### **4.1 Contractor Responsibility Matrix**

In order to define expectations with regards to roles and responsibilities, the following table provides a side-by-side comparison of Contractor services and support responsibilities for the Jail Inmate Program.

<b>Task Description</b>	<b>Contractor Services</b>
Offender Enrollment	✓
Equipment Installation	✓
Daily Scheduling	✓
Office Visits/Contacts	✓
Field Visits/Contacts	✓
Alcohol and Drug Testing	✓
Alert Notifications	✓
Payment Collections	✓
Financial Assessments	✓
Court Support	✓

#### **4.2 Description of Services – General**

**4.2.1 Place of Performance:** The Sonoma County Sheriff's Office will provide office space, internet, and phones (including voicemail) for local Contractor staff at the following two locations:

1. North County Detention Facility (NCDF)  
2254 Ordinance Road, Santa Rosa CA 95403
2. Main Adult Detention Facility (MADF)  
2777 Ventura Ave, CA 95403

**4.2.2 Staff Qualifications:** Contractor will provide qualified local staff: (preferably including staff bilingual in Spanish and English) to install equipment, set schedules, provide office and community monitoring of offenders, alcohol and drug test, and collect fees from offenders enrolled in the program. Per Exhibit B of this Agreement, all Contractor staff must successfully complete a background check conducted by the Sonoma County Sheriff's Office, to include investigation and fingerprinting. Contractor's local staff must consist of at least one male and one female employee to administer drug screening tests.

**4.2.3 Staffing Levels: Contractor:** Contractor shall maintain a sufficient number of qualified personnel on staff for the duration of the program contract. The Contractor will need to provide a minimum of two (2) Case Officers

(perhaps more at full capacity ) to manage the offender population.

- 4.2.4 Office Hours:** Contractor staff will provide coverage at the two office locations according to the schedule below (all times assume Pacific Standard Time (PST)/Pacific Daylight Time (PDT)). Deviations from this daily schedule must be mutually agreed upon by County and Contractor and documented in writing. Contractor staff must be available to provide support outside of normal business hours as specified below in special circumstances.

Office Hours				
Monday	Tuesday	Wednesday	Thursday	Friday
8 am – 5 pm Office	EMP 8 am – 12 pm Office	EMP 8 am – 5 pm Office		EMP 8 am – 5 pm Home Visits

- 4.2.5 Program Lead. Point(s) of Contact:** Contractor shall designate one (1) Program Manager (or equivalent lead) to serve as the single point of contact responsible for coordinating with County of Sonoma personnel to address all contractual matters, such as program, schedule, and financial execution.
- 4.2.6 Shared Resources:** If both the Sonoma County Sheriff’s Office and the Sonoma County Probation Department maintain current agreements with Contractor to serve adult offenders, then Contractor will serve referrals from both departments during Contractor’s office hours. This service will include all Contractor services and equipment applicable to either department’s agreement.

**4.3 Description of Services**

**4.3.2. In-Office Work**

- 4.3.2.1. Offender Enrollment:** The Sheriff’s Office determines eligibility and makes referrals to Contractor. Contractor will meet with offenders and collect the information required to enroll them in the system, conduct an intake appointment, and complete all set-up and system requirements with the offender as instructed by Sonoma County personnel. Contractor will also obtain verification of employment, community service, treatment classes, religious activities, medical appointments and any other activities

the person may participate in and enter into the offender's schedule. An offender's ability to pay shall not be considered in determining whether an offender is eligible for the Program.

- 4.3.2.2. Inventory Management: Contractor will be responsible for all inventory management functions for electronic monitoring devices, including ordering, returning, repairing, and upgrading equipment.
- 4.3.2.3. Equipment Installation/Troubleshooting /Removal: Contractor will install equipment on offenders as directed by Sonoma County staff. Sonoma County staff will determine the appropriate type of monitoring equipment to be installed. Contractor staff will follow up directly with program offenders to troubleshoot and address all equipment-related issues. Contractor staff may be required to swap out offender's electronic monitoring equipment as needed. As directed by Sheriff's Office staff, Contractor staff will remove equipment and cancel offender enrollments for individuals that exit- the program.
- 4.3.2.4. Zones/Scheduling: Contractor staff will meet with offenders to set their initial monitoring schedule and zones, and adjust zones/schedules as needed during program participation. Sheriff's Office staff must approve all zones set by BI staff.
- 4.3.2.5. Office Visits/Contacts: Contractor will conduct between two (2) to four (4) office visits per offender, per month, or as directed by Sonoma County staff.
- 4.3.2.6. Monitoring/Alert Notifications:
- **During Business Hours**: Contractor staff will monitor offender activity, investigate all alerts, and report alert resolution to County staff. Contractor staff shall consult with Sheriff's Office staff to determine if offenders should be violated and removed from the program, or sanctioned and kept on the program.
  - **Outside of Business Hours**: Contractor will contact Sheriff's Office staff on their on-call cellular phones to notify them of any high alerts, which will be designated by the Sheriff's Office staff. No routine work will be required of local Contractor staff outside of normal business hours; however, Contractor staff may be required to provide support in special circumstances. Contractor's Central Monitoring Operations center will handle routine after

hours support and alert investigation. If an offender alert condition exists, the monitoring system will immediately send program violations to designated County staff through email, text message, fax, or page. Specialists trained and certified to handle equipment and service issues will be available 24/7/365.

- 4.3.1.7. Alcohol and Drug Testing: Contractor will conduct between one (1) to two (2) urinalysis tests per offender, per month. Additional drug tests may be needed on an ad-hoc basis as directed by Sonoma County personnel. At a minimum, drug tests should screen for marijuana/THC, opiates, heroin, amphetamine, PCP, alcohol, and cocaine. Sonoma County staff should be notified within 24 hours of a positive test result.
- 4.3.1.8. Payment Collection: Contractor will be responsible for collection payments from offenders participating in the Program. For offenders who have the ability to pay, all the billing must be made from the Contractor directly to the program offenders. Contractor must accommodate a variety of offender payment methods including, but not limited to cash, credit card, check, money order, and cashier's check.
- 4.3.1.9. Financial Assessment: Contractor is required to conduct a financial assessment of all offenders to determine their ability to pay the program fees. Per Exhibit C of this Agreement, and in accordance with Penal Code section 1208.2 and all other applicable laws and regulations, Contractor shall waive the program fees of all the indigent persons, up to 10% of the total number of program participants at any given time. The County will be responsible for the program fees for any remaining indigent program participants. An offender's ability to pay shall not be considered in determining whether an offender is eligible for the Program.
- Per California law, Senate Bill 190, the County shall pay for electronic monitoring and drug testing fees for offenders of 18-21 years old under the jurisdiction of the criminal court.
- 4.3.1.10. Court Support: Contractor will be available to support court hearings related to the program when requested by County staff.

4.3.2. Field Work:

- 4.3.2.1. Field Visits/Contracts: Contractor will conduct a minimum of one (1) unannounced house/field visits per offender, per month,

or as directed by Sonoma County staff. Examples of field contacts include employment and treatment verification. If the offender works during normal business hours, Contractor staff will visit offender's place of employment (within Sonoma County). Sheriff's Office ("SO") staff must give prior notice to offenders' employer prior to Contractor staff conducting a field visit. Contractor staff will inform Sheriff's Office staff of field visit schedules in advance; SO staff will not schedule equipment installs during times when Contractor staff will be out of the office conducting field visits.

**4.3.2.2. Field Contact Expectations:** The scope of the Contractor's field visits will include: entry into the offender's residence in order to properly inspect equipment; verification of the offender's presence; and ensuring there are no obvious signs of program violations. Contractor staff will only enter the immediate room upon entering a residence, and the room where the equipment is located. Contractor staff will only observe their surroundings. If a violation is observed, Contractor staff will **NOT** approach the offender or comment on the violation. Following the field visit, all violations will be reported to SO staff. Examples of program violations include: presence of alcohol, controlled substances, paraphernalia, weapons, or unauthorized guests. Any observed program rule violations will be reported back to the Correctional Deputy assigned to EMP. The Correctional Deputy will conduct follow-up on these observations, and depending upon the severity, may bring the offender into custody or implement other sanctions.

**4.3.2.3. Vehicle/Transportation:** Contractor will be responsible for providing its own vehicle or comparable transportation for use by its staff to conduct field visits, equipment retrievals, and other necessary activities. The County of Sonoma will not be responsible for providing a vehicle or other method of transportation to the Contractor.

#### **4.4 Software Requirements**

Contractor will provide Sonoma County personnel access to its web-based TotalAccess electronic monitoring case management system. BI TotalAccess is a secure, web-based application, which gives supervising officers and local Contractor staff 24/7/365 access to all offender monitoring data, including GPS, RF, and remote and transdermal alcohol monitoring, from any web-enabled computer, PDA, smartphone or iPad. TotalAccess serves as a centralized location for curfew schedules, alert processing, equipment configurations, reporting options,

and offender management. TotalAccess supports Contractor's entire line of electronic monitoring products, and will provide a single software program/interface for: creating curfews, setting zones, tracking schedules, entering data, monitoring offender activity, and reviewing offender status and alerts.

Authorized Sonoma County users of TotalAccess shall have the ability to view real-time offender activity 24 hours a day, seven (7) days a week, 365 days a year. Local Contractor and County staff will have thorough access to all transactional records and other monitoring data in the BI TotalAccess system. To monitor offender compliance, TotalAccess includes functionality that allows County or Contractor staff the ability to view, in real-time, offender movement and geographical information from one interactive display. This function shows client movements during specified periods of time. County or Contractor local staff will have the ability to view a given offender's progression by following moving dots superimposed on an interactive map.

The monitoring software must also afford County staff the ability to run recurring and ad-hoc reports. Upon contract award, at no additional cost to Sonoma County, Contractor will work with County program administrators to ensure that all reporting needs are met. Reports may be required on an ad-hoc, daily, weekly, monthly, quarterly, or annual basis. Contractor will provide technical support at no additional cost to Sonoma County

**4.5 Training Requirements**

At no cost to the County, Contractor shall provide initial on-site training and periodic refresher training sessions at local County offices on the aforementioned equipment and software program.

**5. Description of Goods**

**5.1. Equipment Requirements:** Contractor shall stock a sufficient supply of home phone and wireless Radio Frequency, GPS and alcohol, monitoring equipment and supplies to provide for immediate installation as directed by County staff who will be responsible for determining eligibility for participation. Contractor will lease the following equipment in sufficient quantities to meet the needs of this program:

Program Requirement	Contractor's Leased Equipment
Home Curfew Monitoring – Radio Frequency (RF)	BI Home Guard 200 (Landline) BI Home Guard 206 (Cellular)
Global Positioning (GPS) Tracking System	BI ExacuTrack One

Alcohol Monitoring	BI TAD ( Landline) BI TAD ( Cellular) BI TAD (Sobrieter) BI TAD SOBERLINK (SL2) LOC8
Field Verification Unit	BI Drive-BI

All units will be maintained and guaranteed by the Contractor, and will be updated at no cost when the Contractor upgrades or modifies its technology. If any equipment leased under this contract becomes damaged or broken, Contractor will provide replacement units with the comparable form, fit, and function at no cost to Sonoma County.

## 5.2 Equipment Descriptions

**5.2.1 BI HomeGuard 200:** The BI HomeGuard 200 electronic monitoring system is a radio frequency system that continuously verifies the presence or absence of an offender at a specific location, usually the home. The receiver reports the client's presence/absence to the monitoring computer through the client's home phone land line, which determines whether the client is adhering to or in violation of his or her authorized schedule. If any computer detects a violation, it generates an alert, and the monitoring center sends a notification to the supervising agency or officer.

**5.2.2 BI HomeGuard 206:** The BI HomeGuard 206 DS electronic monitoring system is a radio frequency system that continuously verifies the presence or absence of a client at a specific location, usually the home. Using a cellular connection on either the Verizon® or Sprint® network (dependent on coverage areas), the receiver reports the offender's presence or absence to the monitoring computer which determines whether the client is adhering to (or in violation of) his or her authorized schedule. If the computer detects a violation, it generates an alert, and the monitoring center sends a notification to the supervising agency or officer.

**5.2.3 BI ExacuTrack One:** The BI ExacuTrack One consists of one piece of equipment (an ankle-mounted tracking unit), and tracks client location and movements within the community in near-real time. ExacuTrack One can collect location data as frequently as once every 15 seconds, giving agencies detailed information about an offender's movement. The unit relays the collected data to BI's central monitoring computer as frequently as once per minute; for example, when a client enters an exclusion zone. Offender location can also be found at any time by "pinging" the unit. Key features of ExacuTrack One include:

- Multiple location technologies (Autonomous GPS, Assisted GPS, and AFLT) for optimal performance in various cellular coverage areas and conditions.
- A radio frequency (RF) link in the form of an in-home beacon. Multiple forms of tamper monitoring including a fiber optic strap and motion detection.
- A two-year field replaceable battery which will operate for a minimum of 20 hours before requiring a charge.
- LEDs and audible alarms to indicate GPS coverage, beacon range, and battery status.
- Ability to communicate with the offender through pre-defined and recorded voice messages, which require offender acknowledgement.

**5.2.4 BI TAD:** BI TAD provides alcohol monitoring and relies on radio-frequency (RF) technology to report alcohol events to officers. Using transdermal technology, TAD is an ankle-worn device that senses alcohol through the skin. It detects and reports alcohol events over a 0.020 transdermal alcohol concentration (TAC) threshold. Installed in the offender's home, the BI HomeBase receiver collects alcohol events and reports them to the central monitoring computer.

To accommodate the growing needs of offenders without a landline connection, HomeBase is also offered with cellular capability. To detect a potential drinking event, the alcohol detection module on the back of the device monitors moisture and vapor excreted from the offender's skin for alcohol. If a client exceeds the 0.020 TAC threshold, an alcohol event will be recorded and transmitted to the central monitoring computer when he or she comes within 50 feet of the HomeBase. TAD also has curfew monitoring functionality and may be used for offenders that require curfew and alcohol monitoring. If a violation is detected an alert is generated, and the supervising agency or officer is notified.

**5.2.5 BI Sobrieter:** BI Sobrieter is a hand-held, remote alcohol monitoring device that detects the presence of alcohol through an individual's deep lung breath sample. Sobrieter incorporates biometric voice verification technology, fuel cell alcohol testing technology, and BI's proprietary security technology to ensure the offender is accurately identified and tested, the unit's integrity remains intact, and results are reported promptly to the host monitoring computer. Monitoring with Sobrieter is performed remotely using a telephone connection, so that compliance with alcohol restrictions can be verified daily. To accommodate the growing needs of offenders without a landline connection, Sobrieter can be paired with a cellular unit to transmit results. The system allows officers to customize an alcohol breath testing schedule that fits the offender's schedule. Tests can be

scheduled at regular intervals, randomly, or on-demand. Test results are reported to the host monitoring computer. If results are outside specified parameters, officers are notified according to agency notification procedures.

**5.2.6 BI SL2:** The SL2 is a one piece, mobile alcohol monitoring device that measures Breath Alcohol Content (BrAC) by collecting deep lung breath samples. The SL2 incorporates Adaptive Facial Recognition, evidentiary-grade fuel cell technology and multiple acquisition technologies to ensure the offender is accurately identified and tested. Results of each test are promptly reported to the central monitoring computer system via a cellular connection. Each test report includes a high resolution offender photo. Once the SL2 device takes a high resolution photo of the offender during each breath alcohol test, each photograph is spatially analyzed by the intelligent software against an adaptive template of multiple offender file photos on file. BI's Adaptive Facial Recognition system collects data on each individual's face, and compares new photos against a single master file photo. Alcohol monitoring with SL2 allows low-risk offenders to be monitored remotely with the resulting test data submitted wirelessly. Multiple acquisition technologies determine the device's location and capture a GPS point for each test. Communication with the offender, including battery status, messages and test directions, is conducted through a high resolution color LCD screen on the side of the device.

**5.2.7 Drive-BI:** The Drive-BI is a hand-held receiver that detects BI HomeGuard transmitters and BI TAD units, allowing agencies to further monitor offenders assigned to these devices and verify their presence at specified locations in the community – for example at scheduled appointments, school or work.

**5.2.8 LOC8:** The LOC8 is a simple-to swap battery ankle bracelet system equipped with GPS electronic monitoring that provides uninterrupted service and multiple location technology.

### **5.3 Special Tools**

All special tools required for equipment removal shall be provided by Contractor at no additional charge to the County.

## **6. Monitoring Service**

**6.1 Monitoring Operations:** BI's Monitoring operations provides a complete, secure, and advanced compliance monitoring structure that encompasses all systems, hardware, software, and communications to support the entire continuum of electronic and alcohol monitoring products. The Monitoring Operations Center

houses all program data in a secure facility equipped with alarms and secure-access entryways, with the highest-quality network protections and redundancies to keep data secure and confidential. Monitoring Operations Specialists are available 24/7/365 to support County staff in real time.

### **6.1.1 Key capabilities of BI Monitoring Operations include:**

Key capabilities of BI Monitoring Operations include:

- **Tiers of Support.** In order to meet the unique technical support needs of the County, BI has developed a tiered approach that includes
  - Tier I. Support will be provided by the local EM Site Coordinators. BI will ensure that local staff trained to address issues locally at the County level. This training will prepare EM Site Coordinators to respond to most technical and customer service requests independent of higher tiers of support.
  - Tier II. Support will be provided by BI Monitoring Operations. Should the EM Site Coordinators be unable to address any inquires, BI Monitoring Operations will offer 24-hour services to immediately assist County personnel and local BI staff.
  - Tier III. Support will be provided by other Subject Matter Experts (SME) within BI. In the unlikely event BI Monitoring Operations is unable to resolve an inquiry, BI will escalate the issue to the appropriate internal department. Examples of Tier III support include engaging engineering, software development, product management, contract compliance, and many other knowledgeable departments within BI.
- **Comprehensive, Continuous Technical Support.** BI's Monitoring Technical Support Specialists are carefully trained to provide information, support, and technical assistance for BI's continuum of electronic and alcohol monitoring products, as well as the TotalAccess software platform. Accordingly, agencies have a single point of contact for all equipment functionality and troubleshooting questions. To maintain first class customer support, BI continually conducts call traffic and workload analysis to ensure adequate staffing and 24/7/365 availability.

## **7. Reporting Capabilities**

**7.1 Total Access Reporting Capabilities:** BI TotalAccess includes numerous pre-defined reports to assist County personnel with all aspects of caseload management. The County can run reports at any time and schedule reports for

automatic delivery by email or fax at specified intervals. All reports can be exported as PDFs, Word documents, or Excel spreadsheets.

Total Access Reporting Capabilities		
<b>Activity Reports</b>		
<ul style="list-style-type: none"> <li>• 72 Hour Open Alerts</li> <li>• Activity Summary Consolidated</li> <li>• Alert Summary</li> <li>• Compressed Summary</li> <li>• Open Alerts Status</li> </ul>	<ul style="list-style-type: none"> <li>• Active Cases Exception</li> <li>• Agency Alert Count</li> <li>• Alerts by Type</li> <li>• Crime Scene Correlation</li> <li>• Recent Case Activity</li> </ul>	<ul style="list-style-type: none"> <li>• Activity Summary</li> <li>• Alert Detail</li> <li>• Client Stops</li> <li>• Daily Summary</li> <li>• Zone by Zone</li> </ul>
<b>Administrative Reports</b>		
<ul style="list-style-type: none"> <li>• Agency Active Client</li> <li>• Device Current Usage</li> <li>• User Login Log</li> </ul>	<ul style="list-style-type: none"> <li>• Agency System Utilization</li> <li>• Monthly Equipment Summary</li> <li>• User Request Log</li> </ul>	<ul style="list-style-type: none"> <li>• Customer Agency Summary</li> <li>• User Listing</li> </ul>
<b>Other Offender Reports</b>		
<ul style="list-style-type: none"> <li>• Case Status</li> <li>• Caseload Statistics</li> <li>• Client List</li> </ul>	<ul style="list-style-type: none"> <li>• Caseload at a Glance</li> <li>• Client Add Delete</li> <li>• Client Profile</li> </ul>	<ul style="list-style-type: none"> <li>• Caseload Profile</li> <li>• Client Inactivation by Date</li> <li>• Client Schedules</li> </ul>
<b>Alcohol Monitoring Reports</b>		
<ul style="list-style-type: none"> <li>• TAD Activity Graph</li> </ul>	<ul style="list-style-type: none"> <li>• AMD Calibration</li> </ul>	
<b>Other Reports</b>		
<ul style="list-style-type: none"> <li>• Client Procedure</li> </ul>	<ul style="list-style-type: none"> <li>• Client Profile History</li> </ul>	<ul style="list-style-type: none"> <li>• Device Assignment</li> </ul>
<ul style="list-style-type: none"> <li>• Notification Suspension</li> </ul>	<ul style="list-style-type: none"> <li>• Zones &amp; Schedule</li> </ul>	
<ul style="list-style-type: none"> <li>• 14 Day Summary</li> </ul>	<ul style="list-style-type: none"> <li>• Device History</li> </ul>	

- A. Contractor must submit a list of employees who will be working in the Main Adult Detention Facility (MADF) and the North County Detention Facility (NCDF), hereinafter "detention facilities," to the designated Detention Representative at least two weeks in advance of entry to allow time for background security checks to be completed. In exigent circumstances, exceptions will be reviewed and approved on a case-by-case basis. For purposes of clarification, all staff employed by, or under contract to Contractor, who provides services within the detention facilities, shall be referred to as Contractor Worker.
- B. Contractor shall provide the full name, date of birth, driver's license, social security number, and physical description of all Contractor Workers who will require access to the detention facilities, to the designated Detention Representative for the purpose of identification and to conduct the background security checks.
- C. All Contractor Workers must receive security clearance from the designated Detention Representative prior to being permitted access to detention facilities; Contractor Workers with prior felony convictions, extensive criminal histories, recent convictions, or any pending charges may be denied entrance into the detention facilities.
- D. All Contractor Workers submitted for clearance shall be checked for outstanding warrants. Any active warrants attributed to Contractor Workers may result in the arrest of the subject.
- E. No Contractor Worker under 18 years of age will be admitted to the detention facilities without prior authorization from the MADF or NCDF Facility Managers.
- F. Contractor Workers who have in their possession firearms, explosives, or any other weapon, as defined under Penal Code Section 171b, shall not be allowed to enter the detention facilities, and may be subject to arrest.
- G. Contractor Workers who have in their possession alcoholic beverages or drugs shall not be allowed to enter the detention facilities and may be subject to arrest.
- H. Contractor Workers under the influence of drugs or alcoholic beverages will not be allowed to enter the detention facilities, and may be subject to arrest.
- I. Umbrellas, pocket knives, scissors, metal nail files, or other objects that could be used as weapons are not allowed within the secure perimeter of the detention facilities, with the exception of tools required to install, remove or repair the equipment the Contractor worker is authorized to services.
- J. Contractor Workers entering the detention facilities shall not give anything to any inmate, nor shall they take anything from any inmate without prior approval from authorized detention staff.
- K. No smoking is permitted within the detention facilities. Contractor Workers may not bring any tobacco products into the detention facilities.
- L. Contractor Workers entering the detention facilities shall not loan, exchange, borrow do favors for, or enter into any business transactions with any inmate.

- M. Contractor Workers shall not talk to any inmate without prior approval by authorized detention staff.
- N. Contractor Workers will proceed directly to their designated work areas with the detention facilities. Anyone found loitering in unauthorized areas may be escorted from the facilities and may have his/her security clearance revoked.
- O. For the safety of all persons, the Sheriff's Office will not allow any inmate to escape in exchange for the release of hostages. All means will be used to ensure the safe release of hostages, with the exception of giving hostage takers weapons or additional hostages, or allowing hostage takers to escape.
- P. Detention staff is responsible for security. If directed by authorized detention staff to take any action (leave the area, secure tools etc.) all Contractor Workers are required to immediately comply, without question.
- Q. Tools may be inventoried prior to entering the detention facilities, and again upon leaving the facilities. Only tools required to complete the specified work may be brought into the facilities. All tools must be secured before leaving the work area.
- R. All Contractor Workers must attend a security briefing session before they are authorized to work unescorted, inside the detention facilities.
- S. Contractor and all Contractor Workers who provide services under the agreement shall comply with all other Sonoma County Sheriff's Office detention facilities security procedures and protocols, and other security measures deemed necessary by the Sonoma County Sheriff's Office.

BI's daily rate includes all equipment, labor, software, maintenance, implementation services, shipping, insurance, communications, documentation reproduction, and all other miscellaneous expenses.

In addition, BI's cost of service includes:

- All equipment maintenance, shipping, and warranty activities
- Drive-BI devices are included at no additional cost to the County
- Unlimited spares and unlimited lost and damaged equipment allowance
- County pay and offender pay options:
  - BI is required to conduct a financial assessment of all offenders to determine their ability to pay the program fees
  - BI shall waive the program fees of all indigent persons, up to a total of 10% of the total number of program participants at any given time. The County will be responsible for the program fees for any remaining indigent program participants
  - BI shall not have access to the offender's financial data prior to granting or denying an offender's participation in, or assigning an offender on the program

- BI shall not consider an offender's ability or inability to pay all or a portion of the program fee for the purpose of granting or denying an offender's participation in, or assigning an offender on the program
- "Ability to pay" means the overall capability of the offender to reimburse the costs, or portion of the costs, of providing supervision and shall include, but not be limited to, consideration of all the following factors:
  - Present financial position
  - Reasonably discernable future financial position. In no event shall BI consider a period of more than six months from the date of acceptance into the program for the purposes of determining reasonably discernable future financial position.
  - Likelihood that the offender shall be able to obtain employment within the six-month period from the date of acceptance in the program.
  - Any other factor that may bear upon the person's financial capability to reimburse the County for fees fixed pursuant to sections above.

BI may charge an offender the fee approved by the Board of Supervisors or any portion of the fee and may determine the method and frequency of payment. Any fee BI charges pursuant to this section shall not in any case be in excess of the fee set by the Board of Supervisors and shall be based on an offender's ability to pay. BI shall have an option to waive the fees for program supervision when deemed necessary, justified, or in the interests of justice. The fees charged for the program supervision may be modified or waived at any time based on the changing financial position of the offender. All fees paid by the offender for program supervision shall be deposited into the general fund of the County.

- No offender shall be denied consideration for, or be removed from, participation because of inability to pay all or a portion of the program fees. At any time during the offender's sentence, the offender may request that the County modify, or suspend the payment of fees on the grounds of a change in circumstances with regard to the offender's ability to pay.
- If the offender and the BI are unable to come to an agreement regarding the offender's ability to pay, or the amount which is to be paid, or the method and frequency with which payment is to be made, BI shall advise the appropriate court of the fact that the offender and BI have not reached an agreement by determining the offender's ability to pay, the amount which is to be paid, and the method and frequency which is to be made.
- At the time an offender is approved for any of the programs to which this section applies, BI shall furnish the offender a written statement of the offender's rights in regard to the program for which the person has been approved, including but not limited to both of the following:

- The fact that the offender cannot be denied consideration for or removed from participation on the program because of an inability to pay.
  - The fact that an offender is unable to reach agreement with BI regarding the offender's ability to pay, the amount which is to be paid, or the manner and frequency with which payment is to be made, that the matter shall be referred to the court to resolve the differences.
  - This section is intended to comply with Penal Code section 1208.2 (j)
- Volume tiered options based on volume to offer the most cost effective solution possible:
    - Billing to offenders on the offender pay option will be at the volume tier when the offender begins the program.
    - BI will not change the rate to an offender (up or down) if the County crosses a volume tier.
  - Bundled equipment options for offenders that require multiple monitoring technologies.

**Exhibit B**  
**Costs of Services**

Please see the table below for the daily costs associated with BI's solution.

<b>Cost of Services</b>		
<b>Product</b>	<b>County Pay Option</b>	<b>Offender Pay Option</b>
<b>Volume Tier I (1-50 Offenders)</b>		
<b>HomeGuard 200</b> <i>Landline RF Curfew Monitoring</i>	\$6.72	\$13.97
<b>HomeGuard 206</b> <i>Cellular RF Curfew Monitoring</i>	\$7.68	\$14.95
<b>Landline TAD</b> <i>Continuous Alcohol Monitoring</i>	\$12.00	\$19.36
<b>Cellular TAD</b> <i>Continuous Alcohol Monitoring</i>	\$13.92	\$21.32
<b>ExacuTrack One</b> <i>GPS Tracking</i>	\$8.64	\$15.93
<b>Cost of Services</b>		
<b>Product</b>	<b>County Pay Option</b>	<b>Offender Pay Option</b>
<b>LOC8 (Optional Equipment)</b> <i>Advanced GPS Tracking</i>	\$9.50	\$17.00
<b>SL2 (Optional Equipment)</b> <i>Breath Alcohol Monitoring</i>	\$9.60	\$16.91
<b>Equipment Bundle #1</b> <i>HomeGuard 200 and SL2</i>	N/A	\$27.93
<b>Equipment Bundle #2</b> <i>HomeGuard 206 and SL2</i>	N/A	\$28.91
<b>Equipment Bundle #3</b> <i>ExacuTrack One and SL2</i>	N/A	\$29.89
<b>Drug Test</b>	\$20.00	\$20.00
<b>Volume Tier II (51-75 Offenders)</b>		
<b>HomeGuard 200</b> <i>Landline RF Curfew Monitoring</i>	\$5.55	\$12.50
<b>HomeGuard 206</b> <i>Cellular RF Curfew Monitoring</i>	\$6.49	\$13.48
<b>Landline TAD</b> <i>Continuous Alcohol Monitoring</i>	\$10.72	\$17.91
<b>Cellular TAD</b> <i>Continuous Alcohol Monitoring</i>	\$12.60	\$19.85

<b>ExacuTrack One</b> <i>GPS Tracking</i>	\$7.43	\$14.46
<b>LOC8 (Optional Equipment)</b> <i>Advanced GPS Tracking</i>	\$8.40	\$15.50
<b>SL2 (Optional Equipment)</b> <i>Breath Alcohol Monitoring</i>	\$8.37	\$15.44
<b>Equipment Bundle #1</b> <i>HomeGuard 200 and SL2</i>	N/A	\$24.01
<b>Equipment Bundle #2</b> <i>HomeGuard 206 and SL2</i>	N/A	\$25.97
<b>Equipment Bundle #3</b> <i>ExacuTrack One and SL2</i>	N/A	\$26.95
<b>Drug Test</b>	\$20.00	\$20.00
<b>Cost of Services</b>		
<b>Product</b>	<b>County Pay Option</b>	<b>Offender Pay Option</b>
<b>Volume Tier III (76-100 Offenders)</b>		
<b>HomeGuard 200</b> <i>Landline RF Curfew Monitoring</i>	\$4.88	\$12.82
<b>HomeGuard 206</b> <i>Cellular RF Curfew Monitoring</i>	\$5.80	\$13.78
<b>Landline TAD</b> <i>Continuous Alcohol Monitoring</i>	\$9.94	\$18.10
<b>Cellular TAD</b> <i>Continuous Alcohol Monitoring</i>	\$11.78	\$20.02
<b>ExacuTrack One</b> <i>GPS Tracking</i>	\$6.72	\$14.74
<b>LOC8 (Optional Equipment)</b> <i>Advanced GPS Tracking</i>	\$7.80	\$16.10
<b>SL2 (Optional Equipment)</b> <i>Breath Alcohol Monitoring</i>	\$7.64	\$15.70
<b>Equipment Bundle #1</b> <i>HomeGuard 200 and SL2</i>	N/A	\$24.67
<b>Equipment Bundle #2</b> <i>HomeGuard 206 and SL2</i>	N/A	\$26.59
<b>Equipment Bundle #3</b> <i>ExacuTrack One and SL2</i>	N/A	\$27.55
<b>Drug Test</b>	\$20.00	\$20.00

<b>Volume Tier IV (101-125 Offenders)</b>		
<b>HomeGuard 200</b> <i>Landline RF Curfew Monitoring</i>	\$4.46	\$12.17
<b>HomeGuard 206</b> <i>Cellular RF Curfew Monitoring</i>	\$5.36	\$13.11
<b>Landline TAD</b> <i>Continuous Alcohol Monitoring</i>	\$9.41	\$17.34
<b>Cellular TAD</b> <i>Continuous Alcohol Monitoring</i>	\$11.21	\$19.22
<b>ExacuTrack One</b> <i>GPS Tracking</i>	\$6.26	\$14.05
<b>Cost of Services</b>		
<b>Product</b>	<b>County Pay Option</b>	<b>Offender Pay Option</b>
<b>LOC8 (Optional Equipment)</b> <i>Advanced GPS Tracking</i>	\$7.45	\$15.70
<b>SL2 (Optional Equipment)</b> <i>Breath Alcohol Monitoring</i>	\$7.16	\$14.99
<b>Equipment Bundle #1</b> <i>HomeGuard 200 and SL2</i>	N/A	\$23.41
<b>Equipment Bundle #2</b> <i>HomeGuard 206 and SL2</i>	N/A	\$25.29
<b>Equipment Bundle #3</b> <i>ExacuTrack One and SL2</i>	N/A	\$26.23
<b>Drug Test</b>	\$20.00	\$20.00
<b>Volume Tier V (126-150 Offenders)</b>		
<b>HomeGuard 200</b> <i>Landline RF Curfew Monitoring</i>	\$4.23	\$11.94
<b>HomeGuard 206</b> <i>Cellular RF Curfew Monitoring</i>	\$5.13	\$12.88
<b>Landline TAD</b> <i>Continuous Alcohol Monitoring</i>	\$9.18	\$17.11
<b>Cellular TAD</b> <i>Continuous Alcohol Monitoring</i>	\$10.98	\$18.99
<b>ExacuTrack One</b> <i>GPS Tracking</i>	\$6.03	\$16.64

<b>LOC8 (Optional Equipment)</b> <i>Advanced GPS Tracking</i>	\$7.20	\$18.45
<b>SL2 (Optional Equipment)</b> <i>Breath Alcohol Monitoring</i>	\$6.93	\$14.76
<b>Equipment Bundle #1</b> <i>HomeGuard 200 and SL2</i>	N/A	\$25.76
<b>Equipment Bundle #2</b> <i>HomeGuard 206 and SL2</i>	N/A	\$24.82
<b>Equipment Bundle #3</b> <i>ExacuTrack One and SL2</i>	N/A	\$28.58
<b>Drug Test</b>	\$20.00	\$20.00
<b>Cost of Services</b>		
<b>Product</b>	<b>County Pay Option</b>	<b>Offender Pay Option</b>
<b>Volume Tier VI (151+ Offenders)</b>		
<b>HomeGuard 200</b> <i>Landline RF Curfew Monitoring</i>	\$4.18	\$11.81
<b>HomeGuard 206</b> <i>Cellular RF Curfew Monitoring</i>	\$5.07	\$12.74
<b>Landline TAD</b> <i>Continuous Alcohol Monitoring</i>	\$9.08	\$16.93
<b>Cellular TAD</b> <i>Continuous Alcohol Monitoring</i>	\$10.86	\$18.79
<b>ExacuTrack One</b> <i>GPS Tracking</i>	\$5.96	\$16.46
<b>LOC8 (Optional Equipment)</b> <i>Advanced GPS Tracking</i>	\$7.20	\$18.45
<b>SL2 (Optional Equipment)</b> <i>Breath Alcohol Monitoring</i>	\$6.85	\$14.60
<b>Equipment Bundle #1</b> <i>HomeGuard 200 and SL2</i>	N/A	\$25.48
<b>Equipment Bundle #2</b> <i>HomeGuard 206 and SL2</i>	N/A	\$24.55
<b>Equipment Bundle #3</b> <i>ExacuTrack One and SL2</i>	N/A	\$28.27
<b>Drug Test</b>	\$20.00	\$20.00

## **Exhibit C**

### **Insurance Requirements**

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

#### **Workers Compensation and Employers Liability Insurance**

- a.** Required if Contractor has employees as defined by the Labor Code of the State of California.
- b.** Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c.** Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d.** *Required Evidence of Insurance:* Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

#### **General Liability Insurance**

- a.** Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b.** Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
- d.** The County of Sonoma shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement.
- e.** The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f.** The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "F" definition of insured contract in ISO form CG 00 01, or equivalent).
- g.** The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h.** *Required Evidence of Insurance:*
  - i.** Copy of the additional insured endorsement or policy language granting additional insured status; and

## County of Sonoma Contract Insurance Requirements

### ii. Certificate of Insurance.

#### Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

#### Professional Liability/Errors and Omissions Insurance

- a. Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If Contractor's services include: (1) programming, customization, or maintenance of software; or (2) access to individuals' private, personally identifiable information, the insurance shall cover:
  - i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
  - ii. Claims against Contractor arising from the negligence of Contractor, Contractor's employees and Contractor's subcontractors.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- f. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

#### Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

#### Documentation

- a. The Certificate of Insurance must include the following reference: Electronic Monitoring Equipment Services for Jail Inmates.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma County Sheriff's Office, 2796 Ventura Avenue, Santa Rosa, CA 95404.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

## County of Sonoma Contract Insurance Requirements

- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

### Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

### Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County