

AGREEMENT FOR ELECTONIC MONITORING SERVICES

This agreement ("Agreement"), dated as of November 1, 2024 ("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 (hereinafter "Contractor").

R E C I T A L S

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

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

1. 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 incarcerated 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 behavior or performance of incarcerated persons, 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 the 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. Contractor shall comply with the Safety and Security Requirements and Procedures in Exhibit "D".

2. Payment. For all services and incidental costs required hereunder, Contractor shall be paid in accordance with Exhibit "B" of this Agreement. The total payments to Contractor shall not exceed \$600,000 (six hundred thousand dollars) over the full term of this Agreement inclusive of options. Such amount is not a minimum guarantee of payment through this Agreement.

Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Sheriff-Coroner. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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 November 1, 2024 to October 31, 2027 unless terminated earlier in accordance with the provisions of Article 4 below. County has the option to extend the term of this Agreement beyond its initial three-year term for two additional one-year periods (until October 31, 2029)

through written agreements. Such agreement to extend may be signed by the Sonoma County Sheriff and Contractor.

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-Coroner, 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', consultants', 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', consultants', 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 "C", 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 Sheriff-Coroner and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Sheriff-Coroner in a form approved by County Counsel. The Board of Supervisors/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: Tory Callaway,  
Department Analyst  
2796 Ventura Avenue  
Santa Rosa, CA 95403  
(707) 565-2872  
tory.callaway@sonoma-county.org

TO: CONTRACTOR: BI Incorporated,  
A GEO Group Company  
Attn: Matthew Johnson,  
Partnership Development Executive  
6265 Gunbarrel Avenue, Suite B  
Boulder, CO 80301  
(512) 809-4570  
matthew.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.

13.10. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or

other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

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

CONTRACTOR:  
BI Incorporated

COUNTY OF SONOMA  
APPROVED AS TO SUBSTANCE  
FOR COUNTY:

By: \_\_\_\_\_  
Isabel Yang,  
EVP, BI

By: \_\_\_\_\_  
Eddie Engram, Sheriff-Coroner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM  
FOR COUNTY:

By: \_\_\_\_\_  
County Counsel

Date: \_\_\_\_\_

CERTIFICATES OF  
INSURANCE REVIEWED, ON  
FILE:

By: \_\_\_\_\_  
Tory Callaway, Department  
Analyst

Date: \_\_\_\_\_

## **Exhibit A** **Scope of Services**

### **1. Introduction**

The Electronic Monitoring Program (EMP) for incarcerated persons 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. The EMP will be an agency-paid program. Referrals will be made by the Sheriff's Office to the BI Incorporated (BI).

### **2. Program Overview**

Offenders determined to be low-risk, will be referred to BI staff to participate in the program. The Sonoma County Sheriff's Office will be responsible for any fees related to incarcerated persons being electronically monitored in compliance with the program terms. BI 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, BI must provide home phone and cellular RF monitoring equipment, GPS monitoring equipment, and alcohol monitoring devices.

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

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

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

BI shall perform all services identified in this section.

#### 4.1 Contractor Responsibility Matrix

In order to define expectations with regard to roles and responsibilities, the following table provides a list of BI responsibilities for the EMP.

<b>Task Description</b>	<b>Contractor Responsibility</b>
Offender Enrollment	X
Equipment Installation	X
Daily Scheduling	X
Office Visits/Contacts	X
Field Visits/Contacts	X
Alcohol and Drug Testing	X
Alert Notifications	X
Court Support	X
Regular Meetings with County	X

#### 4.2 Description of Services – Staffing

- 4.2.1 Place of Performance: The County will provide office space, internet, and phones (including voicemail) for local BI staff at one or both of the following locations:

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

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

- 4.2.2 Staff Qualifications: BI will provide qualified local staff (preferably bilingual in English and Spanish) for the following tasks:

- Installation of monitoring equipment
- Setting schedules
- Provide office and community monitoring of offenders
- Provide alcohol and drug testing

BI staff will consist of at least one (1) male and one (1) female employee to administer drug screening tests.

- 4.2.3 BI Incorporated Staffing Levels: BI shall maintain a sufficient number of qualified personnel on staff for the duration of the Agreement. BI Incorporated will need to provide a minimum of two (2) Case Officers to manage the offender population.

4.2.4 Office Hours: BI staff will provide coverage at the office location 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 BI, and documented in writing. BI must be available to provide support outside of normal business hours as specified below in special circumstances.

<b>Office Hours</b>				
<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
8:00 am - 5:00 pm Office	EMP 8:00 am - 12:00 pm Office	EMP 8:00 am - 5:00 pm Office	X	EMP 8:00 am - 5:00 pm Home Visits
	X			

4.2.5 Program Lead/Points of Contact: BI shall designate one (1) Program Manager (or equivalent lead) to serve as the single point of contact responsible for coordinating with County 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 BI to serve adult offenders, then BI will serve referrals from both departments during BI’s office hours. This service will include all of BI services and equipment applicable to either department’s agreements.

**4.3 Description of Services – Contractor Responsibilities**

4.3.1 In Office Work

4.3.1.1 Offender Enrollment: The Sheriff’s Office will determine offender eligibility and make referrals to BI for the program. BI will meet with the referred offenders to complete enrollment, conduct an intake appointment, and complete set-up and system requirements with the offender as instructed by Sheriff’s Office personnel. BI will also obtain verification of employment, community service, treatment classes, religious activities, medical appointments and any other allowable activities the offender may participate in and enter the information into the offender’s schedule.

4.3.1.2 Inventory Management: BI will be responsible for all inventory management functions for electronic monitoring devices, including ordering, returning, and upgrading equipment.

4.3.1.3 Equipment Installation/Troubleshooting/Removal: BI will install equipment on offenders as directed by Sheriff's Office staff. Sheriff's Office staff will determine the appropriate type of monitoring equipment to be installed. BI staff will follow up directly with program offenders to troubleshoot and address all equipment-related issues. BI staff may be required to swap out offender's electronic monitoring equipment as needed. As directed by Sheriff's Office staff, BI staff will remove equipment and cancel offender enrollments for individuals that exit the program.

4.3.1.4 Zones/Scheduling: BI staff will meet with offenders to set their initial monitoring zones and schedules, and adjust zones/schedules as needed during program participation. Sheriff's Office staff must approve all zones set by BI staff.

4.3.1.5 Office Visits/Contacts: BI staff will conduct between two (2) to four (4) office visits per offender, per month, or as directed by Sheriff's Office staff.

4.3.1.6 Monitoring/Alert Notifications:

- **During Business Hours**: BI staff will monitor offender activity, investigate all alerts, and report alert resolution to Sheriff's Office staff. BI 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**: BI 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 BI staff outside of normal business hours; however, BI staff may be required to provide support in special circumstances. BI Central Monitoring Operations center will handle routine after-hours support and alert investigation. If any offender alert condition exists, the monitoring system will immediately send program violations to designated Sheriff's Office staff through email, text message, fax, or page. Specialist trained and

certified to handle equipment and service issues will be available 24/7/365.

4.3.1.7 Alcohol and Drug Testing: BI will conduct between one (1) and two (2) urinalysis tests per offender, per month. Additional drug tests may be needed on an ad-hoc basis as directed by Sheriff's Office 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 Court Support: BI will be available to support court hearings related to the program when requested by Sheriff's Office staff.

#### 4.3.2 Field Work:

4.3.2.1 Field Visits/Contracts: BI will conduct a minimum of one (1) unannounced house/field visit per offender, per month, or as directed by Sheriff's Office staff. Examples of field contacts include employment and treatment verification. If the offender works during normal business hours, BI staff will visit offender's place of employment (within Sonoma County). Sheriff's Office staff must give prior notice to offenders' employer prior to BI staff conducting a field visit. BI staff will inform Sheriff's Office staff of field visit schedules in advance; Sheriff's Office staff will not schedule equipment installations during times when BI staff will be out of the office conducting field visits.

4.3.2.2 Field Contract Expectations: The scope of BI's field visits will include entry into the offender's residence in order properly inspect equipment, verification of the offender's presence, and ensuring there are no obvious signs of program violations. BI staff will only enter the immediate room upon entering a residence, and the room where the equipment is located. BI staff will only observe their surroundings. If a violation is observed, BI staff will **NOT** approach the offender or comment on the violation. Following the field visit, all violations will be reported to Sheriff's Office 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: BI 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 Sheriff's Office will not be responsible for providing a vehicle or other method of transportation to BI.

#### **4.4 Description of Services - Software Requirements**

*Web-Based Analytics.* This feature of TotalAccess will provide actionable information by using advanced algorithms to analyze substantial amounts of data produced by electronic monitoring. The tools within Analytics will let the Sheriff's Office easily identify participant patterns and pinpoint risky behaviors – allowing the Sheriff's Office to focus on critical noncompliance issues.

*Activity Reports.* TotalAccess will include standard reports to help the Sheriff's Office review participant activities, alert summaries, and caseload statistics. TotalAccess reports will include compliance information – such as the number of tampers generated, Inclusion and Exclusion Zone violations, and terminated participants.

*Participant Mobile Phone Application.* BI SmartLINK is a smartphone application designed to foster participant compliance with Sheriff's Office requirements; a tool participants can use to support communications with the Sheriff's Office, and provide additional monitoring verification data. BI SmartLINK also will enable clients to access community referrals and verify employment.

*Officer Mobile Phone Application.* BI's suite of software solutions will include TotalAccess mobile, an enhanced smartphone application, which will update caseload and alert management for officers in the field. TotalAccess Mobile will streamline supervision activities, monitoring participant activities, and creating zones and schedules.

The monitoring software must also afford Sheriff's Office staff the ability to run recurring and ad-hoc reports. Upon contract award, at no additional cost to Sonoma County, BI will work with Sheriff's Office 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. BI Incorporated will provide technical support at no additional cost to Sonoma County.

#### 4.5 Description of Services – County Staff Training Requirements

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

#### 5. Contractor Provided Equipment

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

Program Requirements	Contractor's Leased Equipment
Global Positioning (GPS) Tracking System	BI LOC8 XT®
Alcohol Monitoring	BI SL3® (Mobile Alcohol)
	BI TAD® (Transdermal Alcohol)
Radio Frequency (RF) Transdermal Alcohol (TAD) Base Station	BI Home Guard 20/20®

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

#### 5.2 Equipment Descriptions

5.2.1 BI LOC8 XT®: is BI’s GPS equipment which has continued to provide the Sheriff’s Office with reliable location information, multiple communication technologies, and innovative solutions for participant monitoring. The device accurately tracks and captures location information on a 24/7/365 basis.

5.2.2 BI SL3®: allows participants to have their sobriety monitored remotely. The high-resolution internal camera uses infrared technology to capture pictures in low-light or dark spaces. Multiple acquisition technologies determine device location and capture a GPS point during

each test. Each test report includes a high-resolution participant photo, breath alcohol content reading, GPS location, and time and date stamp to ensure accuracy.

5.2.3 BI TAD: is a water-resistant, battery-operated device that continuously measures ingested alcohol via vaporous or insensible perspiration passed through the skin via a sensor resting firmly on the participant's leg. TAD applies a proprietary algorithm to generate a baseline for each individual and enhance testing accuracy.

5.2.4 HomeGuard 20/20: is a continuous RF solution that verifies if monitored participants remain at home during specified times. The system consists of an FCC-certified transmitter the participant wears around the ankle and a receiver placed in a specified location (usually the home). The receiver collects a GPS point every minute while the transmitter is in motion and up to 10 minutes after the transmitter becomes motionless. This technology pairs with TAD.

### 5.3 Special Tools

All special tools required for equipment removal shall be provided by BI Incorporated at no additional charge to the Sheriff's Office.

## 6. Monitoring Services

**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 Sheriff's Office staff in real time.

### 6.1.1 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 the EM Site Coordinators to respond to most technical and customer services 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 inquiries, BI Monitoring Operations will offer 24-hour services to immediately assist Sheriff's Office personnel and local BI staff.
- Tier III. Support will be provided by other Subject Matter Experts (SME) within BI. In the unlikely event that 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 Sheriff's Office personnel with all aspects of caseload management. The Sheriff's Office staff 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	

### SmartLINK Participant Smartphone Application Costs - Optional

SmartLINK is a participant-facing smartphone application, and supports the requirements and goals of SB 129, as the application includes features to foster compliance with agency requirements and court appearances.

BI offers three SmartLINK programs: Connect, Report, and Verify. The following table details SmartLINK features and associated programs.

Feature	Program		
	Connect	Report	Verify
<b>1. My Info</b> Participants view and submit changes to contact information and other key data	X	X	X
<b>2. Messages</b> Support text message capabilities between Officer and participants with all data stored in TotalAccess	X	X	X
<b>3. My Documents</b> Participants view documents uploaded by Officers	X	X	X
<b>4. Resources</b> Provides a list of agency-approved community resources	X	X	X
<b>5. Calendar</b> Reminds participants of mandated activities, such as court appearances and community service	X	X	X
<b>6. Participant Submitted Schedules</b> Participants submit schedules for Officer Approval		X	X
<b>7. Self-Report</b> Participants answer agency-customized questions		X	X
<b>8. Self-Report with Biometrics</b> Participants answer agency-customized questions and complete a biometrics check-in			X
<b>9. Biometrics Check-In</b> Verifies participant identity and location on a scheduled of random basis			X
<b>10. Video Conference</b> Streams video communications between officers and participants	X	X	X

BI's daily rate structure for our cellphone application, BI SmartLINK is detailed in the table below. This rate is charged to the participant, and is an optional resource for participants.

Product	Cellphone Application with any other Contractor Equipment Daily Rate	Cellphone Application Only
<b>SmartLINK Connect</b>	No Charge	\$0.25
<b>SmartLINK Report</b>	\$0.25	\$0.50
<b>SmartLINK Verify</b>	\$0.50	\$0.75
<b>Video Conferencing (Streaming)</b> Per Event *15 minutes maximum duration	\$0.35	\$0.35

**Exhibit B**  
**Budget**

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

BI’s costs are all inclusive:

- BI Analytics, offered at no additional cost for every participant
- All equipment components, including batteries, chargers, straps, and optional radio frequency (RF) curfew monitoring beacon
- Consumables, for example, breath tubes for the SL3
- SmartLINK Connect – offered at no additional cost for every participant
- Training for all Sheriff’s Office personnel
- BI’s central monitoring computer system, including our secure facility with multiple redundancies, backup power supplies, information security measures, and multiple network protections.
- BI’s TotalAccess software and TotalAccess smartphone application for officers and authorized personnel
  - Automated, near immediate notification of program violations, for example, tamper attempts and Exclusion Zone events
  - Detailed and consolidated reporting capabilities
  - Single interface for all BI technologies
  - Up-to-date maps that accurately display historical and near real time location data
- 24/7/365 customer and technical support through live Monitoring Specialists in BI’s monitoring Operations center
- Responsive account management support
- All delivery and shipment costs
- Onsite EM Coordinators to deliver a suite of monitoring services
- Unlimited spares, and unlimited lost and damaged equipment allowance

BI’s daily rate for equipment provided to the Sheriff’s Office includes installation services and home visits, and is detailed in the table below.

<b>Cost of Services</b>	
<b>Product</b>	<b>Daily Rate</b>
GPS <i>BI LOC8 XT</i>	\$7.49
Mobile Alcohol <i>BI SL3</i>	\$7.77
Transdermal Alcohol <i>BI TAD</i>	\$13.21
Drug Tests	\$20.00

## Exhibit C **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 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.
- 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, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any 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 \$100,000 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, it's Officers, Agents and Employees, Attn: Sonoma County Sheriff's Office, 2796 Ventura Ave, Santa Rosa, CA 95403 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 County and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. *Required Evidence of Insurance:*
  - i. Copy of additional insured endorsement or policy language granting additional insured status; and
  - ii. Certificate of Insurance.

Automobile Liability Insurance

- a. Minimum Limits: \$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 of any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. *Required Evidence of Insurance:*
  - i. Certificate of Insurance.

Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$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 \$100,000 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 for Incarcerated Persons.
- 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: The County of Sonoma, It's Officers, Agents and Employees; Attn: Sonoma County Sheriff's Office, 2796 Ventura Ave, Santa Rosa, CA 95403.
- 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.
- 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.

**Exhibit D**  
**CONTRACTORS SAFETY and SECURITY CLEARANCE**  
**REQUIREMENTS AND PROCEDURES**

1. 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 SCSO 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 Workers.
2. Contractor shall provide the full name, date of birth, driver’s license, social security number, and a physical description of all Contractor Workers who will require access to the detention facilities, to the designated Detention Representative, for the purposes of identification and to conduct the background security checks.
3. 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.
4. 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.
5. No Contractor Worker under 18 years of age shall be admitted to the detention facilities.
6. 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.
7. 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.
8. Contractor Workers under the influence of drugs or alcoholic beverages shall not be allowed to enter the detention facilities, and may be subject to arrest.

9. 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 service.
10. 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.
11. No smoking is permitted within the detention facilities. Contractor Workers may not bring any tobacco products into the detention facilities.
12. Contractor Workers entering the detention facilities shall not loan, exchange, borrow, do favors for, or enter into any business transactions with any inmate.
13. Contractor Workers shall not talk to any inmate without prior approval by authorized detention staff.
14. Contractor Workers will proceed directly to their designated work areas within the detention facilities. Anyone found loitering in unauthorized areas may be escorted from the facilities and may have his/her security clearance revoked.
15. For the safety of all persons, the SCSO does 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.
16. Detention staff are 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.
17. 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.
18. All Contractor Workers must attend a security briefing session before they are authorized to work unescorted inside the detention facilities.
19. Contract Workers must adhere to COVID protocols as defined by the SCSO.

20. Contract Workers must adhere to Prison Rape Elimination Act (PREA) standards and acknowledgement as applies to their jail access level.
21. Contractor and all Contractor Workers who provide services under the agreement shall comply with all other SCSO detention facilities security procedures and protocols, and other security measures deemed necessary by the SCSO.