

Standard Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

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 duly qualified and experienced in providing electronic monitoring equipment and services; and

WHEREAS, in the judgment of the County of Sonoma 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, and within the times or by the dates provided for in Exhibit A and pursuant to Article 7. 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.

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. All provisions of the Agreement shall apply to any employee, subcontractor, consultant, or other agent that is engaged in services related to this Agreement subsequent to the effective date of this Agreement. Contractor hereto shall not assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the county, and no such transfer shall be of any force or effect whatsoever unless County shall have so consented.

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. All direct service personnel must be fingerprinted before performing any services under this Agreement. Contractor's employees shall follow the fingerprinting procedure set forth in Exhibit C, attached hereto and incorporated herein by this reference. County's Chief Probation Officer shall have the discretion to approve Contractor's employees for working with the clients served under this Agreement.

c. All persons assigned to perform services under this Agreement on behalf of the Contractor are subject to background investigations performed by or under the direction of the Probation Department.

d. All persons assigned to perform services under this Agreement on behalf of the Contractor must comply with the requirements of the Prison Rape Elimination Act of 2003 (PREA) and Probation Department policies regarding PREA.

e. All licensed therapists assigned to perform services under this Agreement on behalf of Contractor shall submit copies of valid licensure from the State of California.

f. All persons assigned to perform services under this Agreement on behalf of Contractor shall submit certification of appropriate training to deliver proprietary programming.

g. Contractor shall notify the County in writing within 30 days of any change in personnel holding the positions of Executive Director or Financial Director within its organization. Contractor's failure to comply with the provisions of this Section shall be deemed a material breach of this Agreement and may result in a loss of funding and/or contract termination.

h. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professionals 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.

i. 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 Access to Probation Department Facilities. Contractor shall be permitted access to Probation Department facilities for the purpose of performing the services required under this Agreement. Contractor shall ensure that persons not otherwise authorized to perform services hereunder do not enter the facilities with Contractor. Contractor agrees to comply with all Probation Department policies and procedures and any directives issued by Probation Department staff relating to safety and security while performing services in the facilities.

2. Payment. 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 \$600,000 without the prior written approval of County. Contractor shall submit its bills in arrears on a monthly basis in a form approved by the Probation Department. 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.

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 14. 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.

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 five (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 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.

4.4 Delivery of Work Product and Final Payment upon Termination. In the event of termination, Contractor, within fourteen (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.

4.5 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.

4.6 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 Department Head, 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, 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 increase the amount paid under the Agreement, and which do not significantly change the scope of work (Exhibit A) or significantly lengthen time schedules may be executed by the Department Head 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. Confidentiality Requirements. Contractor and its directors, officers, employees, agents, and subcontractors shall ensure that:

9.1 All records concerning any individual or client made or kept in connection with the administration of any provision of the services provided by this Agreement shall be confidential, and shall not be open to examination for any purpose not directly connected with the administration of the services provided here, except as requested in writing by County or as required by law.

9.2 No person shall publish, disclose, use, permit, or cause to be published, disclosed, or used any confidential or identifying information pertaining to any individual or client that is obtained in connection with the administration of any provision of the services provided by this Agreement, except as requested in writing by County or as required by law.

9.3 Contractor and its officers, employees, agents or subcontractors, shall not voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives notice to the Probation Department of such court order or subpoena prior to compliance.

10. General Administration Requirements.

10.1 Reporting Requirements. Contractor must comply with all data and information requests by the Probation Department. Information provided in response to such requests must be accurate, complete, and provided on Sonoma County-approved formats only. Failure to report on approved program forms or complete all required fields of requested information shall result in the disallowance of the Contractor's associated costs.

10.2 Fiscal Management. Contractor shall maintain a financial management system to ensure control over the use of funds received by the Contractor in accordance with generally accepted accounting principles and cost allocations and Office of Budget Management (OMB) circulars A-87, Cost Principles for State, Local and Indian Tribal Governments; A-110 Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations; and A-122, Cost Principles for Non-Profit Organizations, as applicable.

10.3 Audit Requirement. Contractor shall conduct an annual audit with respect to all grant funds received under this Agreement in conformity with the Single Audit Act Amendments of 1996, and in accordance with Office of Management and Budget (OMB) Circular A-133, as appropriate. Contractor shall provide the results of such annual audits to County.

10.4 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are

compensable under this Agreement. Contractor shall maintain such records for a period of five (5) years following completion of work hereunder. If, at the end of the five years, there is ongoing litigation or an outstanding audit involving those records, Contractor shall retain the records until resolution of the litigation or audit. Such records shall include:

- a. Referral information;
- b. Logs of beginning and ending dates of service for each participant;
- c. Notices of successful or unsuccessful completion of any programming;
- d. All files, including personnel files;
- e. All time sheets and documentation to support salary and benefit cost expenditures and service and supply expenditures; and
- f. Any other documentation requested by the County that relates, directly or indirectly, to the services provided hereunder.

10.5 Records Disclosure. Contractor shall, during normal business hours and as often as any agent of the county, state, or federal government may deem necessary, make available for examination and/or duplication all of its records with respect to all matters covered by this Agreement. Contractor acknowledges that the above-named entities shall have the right to observe, monitor, evaluate, audit, examine, and investigate all activities of the Contractor associated with this Agreement.

10.6 Program Income Reporting. In the event that any activities conducted pursuant to the terms of this Agreement generate income to Contractor, Contractor shall report that income to County for directions as to its disposition in accordance with instructions received by County from the State of California. Contractor agrees to comply with any instructions it receives from County in this regard. In the event Contractor receives any compensatory credits and refunds, for which County has previously reimbursed Contractor, then Contractor shall remit such compensatory credits and refunds to County.

11. Representations of Contractor.

11.1 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.

11.2 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, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

11.3 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

11.4 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.

11.5 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.

11.6 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.

11.7 Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply, and to ensure compliance by its subconsultants or subcontractors, 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 is 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.

11.8 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, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or 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.

11.9 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.

11.10 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.

11.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or 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. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

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

12. 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.

13. 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.

14. 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, U.S. Mail, courier service, or email. Notices, bills, and payments shall be addressed as follows:

To County	To Contractor
Probation Administration Sonoma County Probation Department 600 Administration Drive #104J Santa Rosa, CA 95403 Email: Brad.Hecht@sonoma-county.org	BI Incorporated Corporate Office Divisional Assistant Controller 6265 Gunbarrel Avenue Suite B Boulder, CO 80301 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 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 email (for a payment on or before the due date), (2) the sender has a written confirmation of the email, and (3) the 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 to the recipient addresses may be made by giving notice pursuant to this paragraph.

15. Miscellaneous Provisions.

15.1 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.

15.2 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.

15.3 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.

15.4 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.

15.5 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.

15.6 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.

15.7 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. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

15.8. 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.

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

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

CONTRACTOR: BI INCORPORATED COUNTY: COUNTY OF SONOMA

APPROVED AS TO SUBSTANCE FOR COUNTY:

By: _____

Ruth Skerjanec
Vice President, Financial Planning
and authorized agent of BI
Incorporated

By: _____

David Koch
Chief Probation Officer

Date: _____

Date: _____

CERTIFICATES OF INSURANCE ON FILE:

By: _____

Brad Hecht
Fiscal Analyst

Date: _____

EXHIBIT A: SCOPE OF WORK

1. Introduction

Contractor will provide and install equipment to monitor probationers and defendants in the community and provide initial alert monitoring. Alert monitoring entails an investigation of all alerts to confirm their validity and reporting the information discovered to the Probation Department per the terms of the agency notification agreement. Contractor's equipment will perform functions such as alcohol monitoring, identifying location, and facilitating communication between the Probation Department and equipment users. Contractor's direct contract with equipment users will be limited to equipment installation, repair, and removal in the office. The Probation Department will use the equipment to monitor users in the community and will be responsible for contacting users in the community. The Probation Department will make all referrals to Contractor.

2. Population Served

- 2.1. Probation Supervision: Electronic monitoring provides an intermediate sanction and detention alternative, as well as a tool to enhance public safety by assisting officers in supervising probationers in the community. These individuals include Public Safety Realignment offenders on post-release community supervision and mandatory supervision, sex offenders, gang-involved probationers, and members of the general felony probation population.
- 2.2. Pretrial Release: Courts may choose to detain or release defendants awaiting trial and may direct the Probation Department to monitor those released to the community. The Probation Department, in turn, may use Contractor's equipment to monitor compliance with court orders.

3. Contractor Staffing

- 3.1. Staff Qualifications: Contractor will provide both female and male installation technicians, as well as staffing available to serve referrals in Spanish and English. Staff will install, remove, and troubleshoot equipment, set schedules, provide office monitoring, alcohol and drug testing, and other services as needed to ensure that equipment reliably and accurately provides the services described in this Agreement. Staff must successfully complete a background check per Exhibit C of this Agreement.
- 3.2. Office Hours: Contractor will provide at least twelve hours per week of technician staffing at a Probation Department office according to a schedule agreed upon by Contractor and the Probation Department. Contractor will provide additional staffing coverage if necessary to serve Probation Department referrals in a timely manner, meaning that Contractor will have capacity to serve referrals on the date of the next office hours following the date of referrals.

EXHIBIT A: SCOPE OF WORK

- 3.3. Shared Resources: If both the Sonoma County Sheriff's Office and the Sonoma County Probation Department maintain current agreements with Contractor to serve adult participants, 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. Description of Services

- 4.1. Participant Enrollment: Contractor will meet participants at a Probation Department office or other mutually agreed upon location to enroll them in Contractor's program, conduct intake appointments, and complete all set-up and system requirements as requested by County. As needed, County will provide schedules of employment, community service, treatment classes, religious activities, medical appointments, etc., for Contractor to enter into participants' schedules.
- 4.2. Inventory Management: Contractor will conduct all inventory management functions for electronic monitoring devices, including ordering, returning, repairing, and upgrading equipment.
- 4.3. Equipment Installation, Troubleshooting, and Removal: Contractor will install equipment on participants as requested by County. County will select the type of monitoring equipment to be installed. Contractor will follow up directly with program participants to troubleshoot and address all equipment-related issues. Contractor will exchange participant electronic monitoring equipment as needed for proper functioning or as requested by County. As requested by County, Contractor will remove equipment and cancel participant enrollments for individuals exiting the program.
- 4.4. Zones and Scheduling: Probation Department staff will determine initial zones and schedules, and Contractor will enter this information into participants' records as part of the enrollment process. Probation Officers may make ongoing changes to zones and schedules, and Contractor staff will provide technical assistance as requested.
- 4.5. Monitoring and Alert Notifications:
- During Business Hours: Contractor will monitor participant activity and perform initial alert notifications, which includes investigating all alerts to confirm their validity and reporting the information discovered to designated Probation Department staff.
 - Outside of Business Hours: Contractor will immediately contact Probation Department staff with notifications of any participant alerts in a format agreed upon by County and Contractor. While no routine work will be required of Contractor outside of normal business hours, Contractor will provide support as requested by County. Contractor will make specialists trained to handle equipment and service issues available 24 hours per day, 365 days per year.

EXHIBIT A: SCOPE OF WORK

4.6. Court Support: Contractor will appear at court hearings as requested by County to provide testimony regarding Contractor's equipment and services.

5. Software

Contractor will provide County access to TotalAccess, Contractor's web-based electronic monitoring case management system. TotalAccess is a secure application that provides supervising officers and local Contractor staff anytime access to all participant monitoring data, including viewing in real-time or during specified periods of time, participant movement and geographical information from an interactive display. TotalAccess users can set zones, create and track curfew schedules, monitor participant activity, see and process alert notifications, configure equipment, produce reports, and manage participant records. At no additional cost to County, Contractor will assist County program administrators in using Contractor's software to produce requested ad-hoc, daily, weekly, monthly, quarterly, or annual reports.

6. Training

At no additional cost to the County, Contractor will provide initial on-site training and periodic refresher training sessions at County offices on any equipment or services provided by Contractor under this Agreement.

7. Equipment

7.1. Equipment Overview: Contractor will stock a sufficient supply of equipment and supplies provided under this Agreement to allow immediate installation as requested by County. Contractor will provide the equipment listed in the following table.

Program	Equipment
Home Curfew Monitoring–Radio Frequency	<ul style="list-style-type: none">• Home Guard 200 (Landline)• Home Guard 206 (Cellular)
Global Positioning Tracking System	<ul style="list-style-type: none">• ExacuTrack One
Alcohol Monitoring	<ul style="list-style-type: none">• TAD (Landline and Cellular)• Soberlink SL2• LOC8
Field Verification Unit	<ul style="list-style-type: none">• Drive-BI
Mobile Device Monitoring App	<ul style="list-style-type: none">• SmartLINK

Contractor may provide equivalent or upgraded equipment if agreed to by County. Contractor will provide any substitutes, updates, or upgrades at no additional cost to County.

Contractor will maintain and guarantee all units. If any equipment under this Agreement becomes damaged or lost, Contractor will provide replacement

EXHIBIT A: SCOPE OF WORK

units at no cost to County.

7.2. Description of Equipment: Following are descriptions of the equipment listed in the table above.

- HomeGuard 200: HomeGuard 200 is a radio frequency electronic monitoring system that continuously verifies the presence or absence of participants at a specific location, usually the home. A receiver reports participant presence or absence to a monitoring computer through participants' home phone landlines to determine whether participants are adhering to their authorized schedules. Violations will generate alerts. Upon receiving alerts, Contractor's monitoring center will send notifications to supervising officers or others as requested by County.
- HomeGuard 206: HomeGuard 206 operates similarly to HomeGuard 200 except that it transmits alerts via a cellular line instead of a landline.
- ExacuTrack One: The ExacuTrack One is an ankle-mounted system that tracks participant location and movements in the community in near real time. ExacuTrack One can collect location data as frequently as once every 15 seconds and relay these data to Contractor's central monitoring computer as frequently as once per minute. Participant location can also be found at any time by "pinging" the unit. ExacuTrack One includes the following features:
 - Multiple location technologies (autonomous GPS, assisted GPS, and advanced forward link trilateration) for optimal performance in various cellular coverage areas and conditions.
 - A radio frequency 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 at least 20 hours between charges.
 - LEDs and audible alarms to indicate GPS coverage, beacon range, and battery status.
 - Ability to communicate with participants through pre-defined and recorded voice messages, which require participant acknowledgement.
- TAD: TAD provides alcohol monitoring using radio frequency technology to report alcohol events to officers. TAD is an ankle-worn device with an alcohol detection module that monitors moisture and vapor excreted from participants' skin for alcohol. It detects and reports alcohol events over a 0.020 transdermal alcohol concentration threshold. Installed in the participants' homes, the HomeBase receiver collects alcohol events and reports them to Contractor's central monitoring computer. If participants exceed the 0.020 transdermal alcohol concentration threshold,

EXHIBIT A: SCOPE OF WORK

TAD will record an alcohol event and transmit it to Contractor's central monitoring computer when participants come within 50 feet of the HomeBase. TAD can be paired with landline or cellular phones to transmit results.

TAD also has curfew monitoring functionality that may be used for participants who require curfew and alcohol monitoring. If a violation is detected an alert is generated, and Contractor's monitoring center will send notifications to the supervising officers or others as requested by County.

- Soberlink SL2: The Soberlink SL2 is a mobile alcohol monitoring device that measures breath alcohol content by collecting deep lung breath samples. The SL2 incorporates adaptive facial recognition, evidentiary-grade fuel cell technology and multiple acquisition technologies to accurately identify and test participants. The device promptly reports test results to a central monitoring computer system via a cellular connection. Each test report includes a high resolution participant photograph. After photographing participants, the device spatially analyzes each photograph against an adaptive template of multiple participant file photos on file. Contractor's adaptive facial recognition system collects data on each individual's face and compares new photos against a single master file photo. Cellular and GPS technologies capture the device's location for each test. Communication with participants, including battery status, messages, and test directions, are conducted through a high resolution color LCD screen on the device.
- LOC8: The LOC8 is an ankle bracelet device equipped various technologies allowing supervising officers to accurately determine participants' locations in near real-time. Features include cordless, rapid battery recharge; 24 hours of battery life per charge; multiple tamper detection technologies; GPS, assisted GPS, and Wi-Fi indoor track location technologies; adjustable, fiber optic, field-replaceable straps; waterproof to 15 feet; internal diagnostics; accelerometer and MEMS motion sensor; memory of 50,000 events; participant communication and acknowledgement in Spanish and English using vibration, speakers, and LEDs; and a customizable reporting rate.
- Drive-BI: The Drive-BI is a hand-held receiver that detects Contractor's HomeGuard transmitters and TAD units, allowing supervising officers to further monitor participants assigned to these devices and verify their presence at specified locations.
- SmartLINK: The SmartLINK mobile monitoring app provides a secure platform for communication, allowing the Probation Department and

EXHIBIT A: SCOPE OF WORK

monitoring participants to securely conduct mobile-to-mobile video conferences, send messages, and determine the position of participants' SmartLINK-connected mobile devices. The Probation Department can manage SmartLINK in TotalAccess, and SmartLINK can be used in conjunction with electronic monitoring or as an alternative. Contractor will install SmartLINK on participant- or County-provided mobile devices or, for an additional charge, Contractor will provide a mobile device. Contractor will provide SmartLINK in any of three options configurations, as shown in the following table.

EXHIBIT A: SCOPE OF WORK

SmartLINK Feature	Option A	Option B	Option C
My Info: Participants view information and submit changes for officer approval, including address, phone number, email, employment, personal contacts, and community referral assignments	✓	✓	✓
Messages: Officers and participants can directly message each other, and officers can send a message to multiple participants at once; messages are stored in TotalAccess with a date and time stamp	✓	✓	✓
My Documents: Participants view documents uploaded by their office in TotalAccess Media Management	✓	✓	✓
Video Conference*: Enhances officer/participant communication while reducing the need for office visits; officers can schedule or conduct on-demand, streamed video conferences; date and time stamp are stored in TotalAccess	✓	✓	✓
Media: Participants upload documents captured as photographs, such as employment and court information, to TotalAccess for immediate officer review	✓	✓	✓
Resources: Equips participants with agency-approved service providers for housing, medical, employment, and other essential services, and access to a dedicated call center	✓	✓	✓
Calendar: Pushes officer-created events and reminders to participants for upcoming appointments such as court dates, meetings, and counseling; officers can link biometric check-ins to calendar events to verify attendance at required activities	✓	✓	✓
Participant-Submitted Schedules: Participants submit their own schedules for officer approval		✓	✓
Self-Report: Participants answer a series of questions (customizable from agency to participant levels)	✓	✓	
Self-Report (with Biometric Check-in): Participants answer a series of questions (customizable from agency to participant levels) and completes a biometric check-in afterwards			✓
Biometric Check-in: Biometrically verifies participant identity and location through fixed or randomly scheduled check-ins; enables officers to confirm location, curfew, and travel restriction compliance			✓

*Additional cost per streamed call

EXHIBIT A: SCOPE OF WORK

8. Tools

Contractor will provide all tools required for equipment installation, removal, maintenance, and repair at no additional charge to the County.

9. Monitoring Service

9.1. Monitoring Operations: Contractor's monitoring operations provide a complete and secure compliance monitoring structure that encompasses all systems, hardware, software, and communications to support the entire continuum of electronic and alcohol monitoring products. A monitoring operations center houses all program data in a secure facility equipped with alarms and secure-access entryways, with network protections and redundancies to keep data secure and confidential. Contractor will provide monitoring operations specialists 24 hours per day, 365 days per year to support County.

9.2. Technical Support: Contractor will provide information, support, and technical assistance for the equipment and services described in this Agreement. Contractor will provide a single point of contact for all equipment functionality and troubleshooting questions, and will continually conduct call traffic and workload analysis to ensure adequate staffing and availability 24 hours per day, 365 days per year.

Contractor will provide tiered technical support as follows:

Tier I: Support will be provided by the local site coordinators. Contractor will train local staff to address most technical and customer service requests anticipated to arise, based on previous experience working with County.

Tier II: If site coordinators are unable to address any inquiries, Contractor will immediately assign remote operations monitoring staff to assist County and local Contractor staff. Tier II support will be available 24 hours per day, 365 days per year.

Tier III: If remote operations monitoring staff is unable to resolve an inquiry, Contractor will escalate it to appropriate subject matter experts, such as engineers, software developers, product managers, or contract compliance specialists.

10. Reporting Capabilities

Contractor's TotalAccess system includes pre-defined reports to assist County with caseload management. 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. Pre-defined reports will include the following:

EXHIBIT A: SCOPE OF WORK

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

EXHIBIT B: FEE SCHEDULE

1. Overview

This Exhibit 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 \$600,000.

Contractor's rates include all equipment, software, maintenance, labor, implementation services, Drive-BI devices, 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.

Contractor will charge daily rates based on the following tables, where number of participants refers to the number of adult individuals served in a billing cycle regardless of the equipment used or the County department to which Contractor provides service, including departments not covered under this Agreement. For example, if during a particular billing cycle, Contractor serves 120 individuals under Probation Department programs and 30 individuals under Sheriff's Office programs, then Contractor would bill all charges for both departments in that billing cycle according to the 126-150 participant volume tier.

EXHIBIT B: FEE SCHEDULE

Daily Rate for Hardware by Number of Monthly Participants

Number of Monthly Participants	1-50	51-75	76-100	101-125	126-150	151+
HomeGuard 200 (Landline RF Curfew Monitoring)	\$6.72	\$5.55	\$4.88	\$4.46	\$4.23	\$4.18
HomeGuard 206 (Cellular RF Curfew Monitoring)	\$7.68	\$6.49	\$5.80	\$5.36	\$5.13	\$5.07
ExacuTrack One (GPS Tracking)	\$8.64	\$7.43	\$6.72	\$6.26	\$6.03	\$5.96
Landline TAD (Continuous Alcohol Monitoring)	\$12.00	\$10.72	\$9.94	\$9.41	\$9.18	\$9.08
Cellular TAD (Continuous Alcohol Monitoring)	\$13.92	\$12.60	\$11.78	\$11.21	\$10.98	\$10.86
Soberlink SL2 (Breath Alcohol Monitoring)	\$9.60	\$8.37	\$7.64	\$7.16	\$6.93	\$6.85
LOC8 (Advanced GPS Tracking)	\$9.50	\$8.40	\$7.80	\$7.45	\$7.20	\$7.20
Drug Test	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00

Daily Rate for SmartLINK Application by Number of Monthly Participants

	SmartLINK with any other Contractor Equipment	SmartLINK only		
Number of Monthly Participants	Any	1-1,000	1,001-9,999	10,000+
SmartLINK Option 'A'	\$1.40	\$1.65	\$1.55	\$1.50
SmartLINK Option 'B'	\$1.65	\$1.90	\$1.80	\$1.85
SmartLINK Option 'C'	\$1.90	\$2.15	\$2.05	\$2.00
Video Conferencing (Streaming) Per event	\$0.35	\$0.35	\$0.35	\$0.35

In the table above, the SmartLINK options include a charge of \$1.40 for enrollment and assistance with monitoring, as described in Exhibit A. At County's discretion, County may use SmartLINK without Contractor's enrollment and monitoring assistance services, in which case Contractor will charge \$1.40 less than the rates indicated in the table. All prices in the table above assume installation on participant- or County-provided mobile devices. If participant or County does not provide a mobile device, then at County's request, Contractor will supply one for an additional charge of \$120 per month.

EXHIBIT B: FEE SCHEDULE

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 ("lent 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.

EXHIBIT C: FINGERPRINTING PROCEDURE AND BACKGROUND CHECK

Any individual who may provide services under this Agreement, or who otherwise has one-on-one contact with probationers that County has referred to Contractor, must be fingerprinted as required by the County Probation Department guidelines. Accordingly, each individual must follow the procedures below:

1. Prior to having livescan fingerprints taken, the individual will complete the “Agreement to Background Check” form and submit it to the Probation Administrative Aide or Human Resources (HR) Liaison. Forms may be faxed to 707-565-2503.
2. Call Probation HR Administrative Aide, at 707-565-2798 to begin the fingerprinting process and to receive instructions on scheduling your fingerprinting appointment.
3. Provide HR Administrative Aide with the following information for the livescan form: Name, AKA’s, Address, Place of Birth, Sex, Date of Birth, Social Security Number, Height, Weight, Eye Color, Hair Color.
4. The livescan form will be emailed to the applicant prior to the day of their appointment or applicants who do not have access to email can make arrangements to pick up the fingerprint form from the HR Administrative Aide at the Probation Department accounting office, La Plaza B, Suite B210, Santa Rosa.
5. Take the form to the Sheriff’s Department located at 2796 Ventura Avenue, Santa Rosa, or to the Juvenile Justice Center at 7425 Los Guilicos Road in Santa Rosa, where the fingerprinting procedure will be completed. You will be required to present your California Driver’s License at your fingerprinting appointment.
6. Return the fingerprint form to HR Administrative Aide at the Probation Department immediately following your appointment.

EXHIBIT C: FINGERPRINTING PROCEDURE AND BACKGROUND CHECK

Agreement to Background Check

I, _____, understand that I have a right to privacy guaranteed by the Constitution of the State of California. I further understand that in order for me to be considered for assignment to work with/provide services to clients of the Sonoma County Probation Department (Probation), it is necessary that a background check be run on me by Probation. I understand that Probation will be notified of subsequent contact with law enforcement once the fingerprints are submitted, and that Probation may revoke my access to Probation clients and data based on information received. I hereby consent and permit Probation to conduct such a background check on me. In addition, I hereby release and discharge Probation from and against any and all claims, liability, or damages that may result therefrom.

I understand that if I am assigned to perform work with Probation clients, I may come into contact with confidential and privileged documents. I further understand that in the course of being employed, I may hear privileged or confidential conversations. I agree that I will keep these conversations and documents private and confidential and will not disclose them to any person or entity unless required to do so by law.

Applicant Signature: _____ Date: _____

Witness Signature: _____ Date: _____

(Witness Signature must be completed before this form is sent to Probation HR)

EXHIBIT D: 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.

1. 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.

2. 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. County of Sonoma, its Officers, Agents and Employees (Attn: Probation Department, 600 Administration Dr., #104J, Santa Rosa, California 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.

EXHIBIT D: INSURANCE REQUIREMENTS

- 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
 - ii. Certificate of Insurance.

3. 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.

4. 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.

5. Standards for Insurance Companies

EXHIBIT D: INSURANCE REQUIREMENTS

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

6. Documentation

- a. The Certificate of Insurance must include the following reference: Electronic Monitoring Equipment and Services.
- 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:

County of Sonoma, its Officers, Agents and Employees
Attn: Probation Department
600 Administration Dr., #104-J
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.

7. Policy Obligations

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

8. 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.