

AMENDMENT ~~FOUR~~ FIVE
TO CONTRACT NO. MA-057-16011911
BETWEEN
THE COUNTY OF ORANGE
AND
AMERICAN JUSTICE SOLUTIONS, INC. DBA CORRECTIVESOLUTIONS
FOR
THE PROVISION OF FULL-CASE MANAGEMENT SUPERVISED ELECTRONIC
CONFINEMENT/HOME DETENTION PROGRAM UTILIZING A GLOBAL
POSITIONING SATELLITE SYSTEM

This Amendment ~~Four~~ Five to the Contract for the provision of Full-Case Management Supervised Electronic Confinement/Home Detention Program Utilizing a Global Positioning Satellite System, hereinafter referred to as "Contract", is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County", acting through the Orange County Probation Department, hereinafter referred to as "Probation", and American Justice Solutions, Inc. dba CorrectiveSolutions, hereinafter referred to as "Contractor". County and Contractor may be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, California Penal Code section 1203.016 permits the County to authorize the Correctional Administrator to offer a program under which inmates committed to the County jail or other County correctional facility or granted probation, or inmates participating in a work furlough program, may voluntarily participate or involuntarily be placed in a home detention program during their sentence in lieu of confinement in the County jail or other County correctional facility or program under the auspices of the Chief Probation Officer; and

WHEREAS, the Orange County Board of Supervisors, pursuant to Resolution No. 89-425, has designated the Chief Probation Officer as the County Correctional Administrator; and

WHEREAS, the Chief Probation Officer, as the County Correctional Administrator (Administrator), is authorized under California Penal Code Section 1203.016 to contract with public or private agencies or entities for the provision of supervised electronic confinement/home detention services to monitor adult inmates committed to a county jail or other county correctional facility, or granted probation; and

WHEREAS, the California Legislature enacted Senate Bill 963 on October 4, 2005 amending Penal Code section 1203.016 to include global positioning satellite system technology to monitor adult inmates participating in a home detention program using electronic monitoring; and

WHEREAS, on February 1, 2016, Administrator issued a Request for Proposals (RFP) for the provision of Full Case Management Supervised Electronic Confinement / Home Detention Program Services utilizing a Global Positioning Satellite System; and

WHEREAS, in response to the RFP, Contractor submitted a proposal dated March 16, 2016, and represented that it is duly qualified to engage in the business of providing Full Case Management Supervised Electronic Confinement / Home Detention Program Services utilizing a Global Positioning Satellite System, and warranted that it possesses the competence, expertise and personnel necessary to provide such services; and

WHEREAS, Parties entered into Contract No. MA-057-16011911 for an initial one-year term from July 1, 2016 through June 30, 2017, renewable for up to four additional one-year periods; and

WHEREAS, Parties renewed Contract No. MA-057-16011911 for a term effective July 1, 2017 through June 30, 2018; and

WHEREAS, Parties executed Amendment One to ensure compliance with California Legislature enacted Senate Bill 190, to permit those fees payable to only adult participants of the Home Detention Program who are 21 years of age and older and under the jurisdiction of the criminal court; and

WHEREAS, Parties executed Amendment Two to renew Contract No. MA-057-16011911 for a term effective July 1, 2018 through June 30, 2019; and

WHEREAS, Parties executed Amendment Three to renew Contract No. MA-057-16011911 for a term effective July 1, 2019 through June 30, 2020; and

WHEREAS, Parties executed Amendment Four to renew Contract No. MA-057-16011911 for a term effective July 1, 2020 through June 30, 2021; and

WHEREAS, County desires to renew and amend Contract No. MA-057-16011911 and Contractor agrees to continue providing Full Case Management Supervised Electronic Confinement / Home Detention Program Services utilizing a Global Positioning Satellite System, in accordance with the terms and conditions hereinafter set forth, effective July 1, 2020 through June 30, 2021.

NOW THEREFORE, the Parties mutually agree as follows:

1. Section II (“Additional Terms and Conditions”), Article 29 1 of the Contract (“~~County of Orange Child Support Enforcement Requirements~~Definitions”) shall be ~~deleted in its entirety and replaced with the attached herein~~ amended in part to reflect the following:

“1.1 Intentionally Left Blank”

“1.13 Enrollment - As used herein, the term "Enrollment" shall mean the process of instructing a Participant in the SEC Rules and Regulations, obtaining a signed Participation Agreement, installing continuous electronic monitoring equipment onto the Participant and a Home Monitoring Unit (HMU) in the Participant's home, if needed as determined by Contractor. Enrollment is not complete until a successful "continuous electronic monitoring" message is received from the equipment in the Participant's place of confinement by the Contractor's Monitoring Center.”

“1.16 Intentionally Left Blank”

“1.22 Intentionally Left Blank”

“1.29 Orientation - As used herein, the term "Orientation" shall refer to that part of the enrollment process where the Participant is instructed in the program guidelines (applicable to the SEC Program), Participant signs required documents to be accepted into the program, and arrangements are made for the installation of the monitoring equipment”

“1.33 SEC Program – As used herein, the term “SEC Program” or “Program” shall be synonymous with the term “home detention program.” The SEC Program shall be operated in accordance

with the provision of California Penal Code Section 1203.016. Those individuals desiring consideration for participation in the SEC Program in Orange County must be evaluated by the Administrator for program eligibility/suitability. Further, the Administrator “shall have the sole discretionary authority to permit program participation as an alternative to physical custody” pursuant to Penal Code Section 1203.016(d) (2). The Participant shall agree to the use of electronic monitoring, which may include cellular, GPS devices or other supervising devices for the purpose of helping to verify his or her compliance with the rules and regulations of the home detention program.

Given the State Legislature’s intent that “home detention programs established under this section, maintain the highest public confidence, credibility, and public safety,” “no public or private agency or entity may operate a home detention program in any County without a written Contract with that County’s Correctional Administrator” pursuant to Penal Code Section 1203.016(j)(1). Accordingly, the parties acknowledge that no public or private agency or entity may operate a SEC Program in Orange County without a written contract with the Administrator.

2. Section II.3.0 (“Additional Terms and Conditions”) Article 3 of the Contract shall be amended in part to reflect the following:

“3.0 **Term of Contract:** The ~~fifth~~ ^{sixth} term and final term of this Contract shall be for the period commencing on July 1, 2020¹, through June 30, 2024², following approval thereof by the Orange County Board of Supervisors. No renewals remain on this Contract.”

3. Section II (“Additional Terms and Conditions”), Article 30⁴ of the Contract (“~~EDD Independent Contractor Reporting Requirements Contract Payments~~”) shall be deleted in its entirety and replaced with the following: shall be amended in part to reflect the following:

~~“30. EDD Independent Contractor Reporting Requirements: Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a “service provider” to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.~~

~~The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that government entity either in or outside of California.~~

~~The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.~~

~~Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm.~~

“4.0 Contract Payments:

- 4.1 Contractor was a party to the previous SEC contract that expired on June 30, 2021. Under that contract, Contractor provided a \$30,000 security deposit for the purpose of making any necessary adjustments against the final Monthly Fee, as described in paragraph 4.3 (“Monthly Fee to County”) of the previous contract. As of July 1, 2021, Contractor will no longer be making a Monthly Fee Payment to County. For the final month of the previous Contract, County will include any necessary adjustments against such \$30,000 security deposit, including applicable penalties that County may invoke against Contractor under the terms and conditions specified herein, and retain the amount of the Monthly Fee for June 2021. If the total of such adjustments and the final Monthly Fee is less than the \$30,000 deposit, within 30 days of expiration of the Contract, County will refund Contractor the difference.”.
- 4.2 Intentionally left blank.
- 4.3 Intentionally left blank.
- 4.4 Intentionally left blank.
- 4.5 Intentionally left blank.
- 4.6 Penalties: Contractor shall pay, as applicable, the penalties as more fully described in Scope of Work, as follows:
- 4.6.1 Penalties that County may invoke under Scope of Work section C.4.2 for failure to confirm participants pre-booked at Orange County Jail; and
- 4.6.2 Penalties that County may invoke under Scope of Work section C.4.26.1 for failure to inform Probation of zone violations, tamper alarm incidents, and alerts.”
4. Section II (“Additional Terms and Conditions”), Article 4.1 5 of the Contract (“~~Security Deposit Payment of Monthly Fee to County, Late Payment Charges, and Reports~~”) ~~shall be deleted in its entirety and replaced with the following:~~ shall be amended in its entirety reflect the following:
- ~~“4.1 Security Deposit: Contractor was a party to the previous SEC contract that expired on June 30, 2020. Under that contract, Contractor provided a \$30,000 security deposit for the purpose of making any necessary adjustments against the final Monthly Fee, as described in paragraph 4.3 (“Monthly Fee to County”) below. County acknowledges that such previous security deposit may be rolled over to satisfy the security deposit requirement under this Contract as of July 1, 2020. Contractor’s Monthly Fee payment to County, as described in paragraph 5.1 (“Payment of Monthly Fee to County”) below, for the final month of this Contract, or the final month of any renewal of this Contract, will include any necessary adjustments against such \$30,000 security deposit, including applicable penalties that County may invoke against Contractor under the terms and conditions specified herein. If the total of such adjustments and the final Monthly Fee exceeds the \$30,000 deposit, County will retain said deposit, and within 30 days of expiration of the Contract, Contractor shall pay County the amount in excess of said deposit. If the total of such adjustments~~

~~and the final Monthly Fee is less than the \$30,000 deposit, within 30 days of expiration of the Contract, County will refund Contractor the difference.”~~

5. Payment of Monthly Fee to County, Late Payment Charge, and Reports:

5.1 Intentionally left blank.

5.2 Intentionally left blank.

5.3 Daily, Weekly and Monthly Reports:

Contractor shall establish and maintain the following reports, and make them electronically accessible to Probation, which may be used to ensure public safety through SEC program operations, or to confirm the accuracy of fees collected by Contractor, Contractor’s Monthly Fee payments to County, late payment charges, and penalties that may become due and payable under the Contract:

5.3.1 Daily Reports, which shall include the following information, at a minimum:

5.3.1.1 Assigned Probation case number

5.3.1.2 Assigned Court case number

5.3.1.3 Program Participant’s name (last, first)

5.3.1.4 Enrollment date at Contractor’s service facility

5.3.1.5 Contractor case manager

5.3.1.6 Jail report date (JRD)/SEC scheduled start date

5.3.1.7 JRD/revised SEC start date

5.3.1.8 Scheduled SEC completion date

5.3.1.9 Revised SEC completion date

5.3.1.10 Intentionally left blank.

5.3.1.11 Mobile BAT (Breath Alcohol Testing) frequency

5.3.1.12 Urinalysis testing frequency

5.3.1.13 Intentionally left blank.

5.3.1.14 SEC program participation status

5.3.1.15 Employment status

5.3.1.16 Assigned Probation Officer

5.3.1.17 Participant's city of residence

5.3.2 Weekly Reports, which shall include Participants enrolled in the SEC Program, within five days of enrollment, program end dates, and any missed scheduled compliance appointments.

An email notification of participant's completion of the SEC program should be sent on the day prior to participant's sentence end date by 1300 hours. If the sentence end date falls on a non-business day (weekends or holidays), the email should be sent on the last business day prior to the non-business day by 1300 hours.

5.3.3 Monthly Reports, which shall include the following information, at a minimum:

5.3.3.1 Probation case number

5.3.3.2 Assigned court case number

5.3.3.3 Program Participant's name (last, first)

5.3.3.4 Enrollment date at Contractor's service facility

5.3.3.5 Contractor case manager

5.3.3.6 Jail Release Date (JRD)/SEC scheduled start date

5.3.3.7 JRD/revised SEC start date

5.3.3.8 Scheduled SEC completion date

5.3.3.9 Revised SEC completion date

5.3.3.10 SEC program participation status

5.3.3.11 Employment Status

5.3.3.12 Current month additional drug testing fee

5.3.3.13 Daily rates for each SEC program participant

5.4 Intentionally left blank

5. Section II (“Additional Terms and Conditions”), Article 16 of the Contract (“Notices”) shall be amended in part to reflect the following:

16.2.1 American Justice Solutions, Inc. DBA CorrectiveSolutions
25910 Acero, Suite 100
Mission Viejo, CA 92691
Attn: Mats Jonsson, Chief Executive Officer

6. Attachment A (“Scope of Work”) shall be deleted in its entirety and replaced with the attached herein.
7. Attachment B (“Daily Program Fees – Sliding Fee Scale for SEC Program Participants) shall be deleted in its entirety and replaced with the attached herein.
8. Attachment C (“Rules and Regulations of the Supervised Electronic Confinement Program) shall be amended in part to reflect the following:

“7. The participant shall agree that the Correctional Administrator may, without further order of the court, immediately retake the person into custody to serve the balance of his or her sentence if the electronic monitoring or supervising devices are unable for any reason to properly perform their function at the designated place of confinement as stipulated, or fails to comply with the terms and conditions of the program, or for any other reason no longer meets the established criteria for release.”

9. Attachment C (“Terms and Conditions of the Supervised Electronic Confinement Program) shall be amended in part to reflect the following:

“_____ 5. I shall agree that the Correctional Administrator in charge of the county correctional facility from which I was released may, without further order of the court, immediately retake me into custody to serve the balance of my sentence if the electronic monitoring or supervising devices are unable for any reason to properly perform their function at the designated place of confinement, if I fail to remain within the place of confinement as stipulated in this agreement, or if I, for any other reason, no longer meet the established criteria under California Penal Code Section 1203.016. A copy of this agreement shall be delivered to me and a copy retained by the Correctional Administrator.”

“_____ 20. Intentionally Left Blank.”

10. Section I (“General Terms and Conditions”), Article P of the Contract (“Insurance Provisions”) shall be amended in part to reflect the following:

“County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. This includes an annual review by the Correctional Administrator to ensure compliance with any Board of Supervisors’ requirements and adjustment of financial responsibility requirements if warranted by caseload changes or other factors. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.”

This Amendment modifies the Contract only as expressly set forth above. This Amendment does not modify, alter or amend the Contract in any other way whatsoever. Except as amended herein, all other terms and conditions of the Contract remain unchanged.

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IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed in the County of Orange, State of California.

*** American Justice Solutions, Inc. dba CorrectiveSolutions**

Name Title

Signature Dated

Name Title

Signature Dated

COUNTY OF ORANGE

By: _____ Dated: _____
Steven J. Sentman, Chief Probation Officer
County of Orange, California

**APPROVED AS TO FORM:
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA**

By: _____ Dated: _____
Senior Deputy County Counsel

* Pursuant to California Corporations Code Section 313, if the contracting party is a corporation, ***(2) two signatures are required***: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. *In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation*

ATTACHMENT A

Scope of Work

**FULL CASE MANAGEMENT SUPERVISED ELECTRONIC CONFINEMENT (SEC) /
HOME DETENTION PROGRAM SERVICES
UTILIZING A GLOBAL POSITIONING SATELLITE (GPS) SYSTEM**

A. Scope of Work

Program Objective: To provide complete full case management and highly reliable supervised electronic confinement (SEC)/home detention program services utilizing a global positioning satellite (GPS) system as an effective alternative to incarceration.

Hours of Operation: Contractor shall provide full case management SEC/home detention program services utilizing a GPS system for program Participants on a daily twenty-four (24) hour continuous basis.

Full case management SEC/home detention program services utilizing a GPS system will be utilized by the Probation's Special Supervision Division as a supervision tool to monitor Offenders outside of jail, thereby reserving jail beds for more serious Offenders.

Contractor shall be responsible for the daily twenty-four (24) hour continuous electronic monitoring of Participants. Contractor will be expected to provide: 1) a means of verifying all departures from and returns to the place of confinement, 2) a means of verifying location(s) of Offenders when away from the place of confinement, and 3) notification to the Administrator, or designee, of the probable violation of court-ordered conditions and program requirements, in a manner designated by the Administrator, as outlined in the Notification and Response Protocol

Requirements ("NRPR") document, attached hereto and incorporated herein by reference to this Contract as Attachment D, as may be modified from time to time.

The NRPR is a document to be provided by Probation to Contractor as an operational daily monitoring guideline. Examples of reportable incidents on the NRPR are tamper alarm incidents and alerts which may include, but are not limited to, strap tampering, disconnect, intentional cutting, and prolonged out of range.

B. Specifications

1. Specifications for One-Piece GPS Tracking Device, Home Monitoring Unit and Mobile Breath Alcohol Testing Device.

Contractor shall provide the following Equipment:

- 1.1 One-Piece GPS Tracking Device

- 1.1.1 It shall receive and transmit signals as part of a GPS system, and shall transmit data regarding the monitored individual's status to Contractor's Monitoring Center.

- 1.1.2 It shall include an internal clock and memory with the ability to store, at a minimum, twenty-four (24) hours of data if communication is disrupted, and transmit stored data as soon as communication is restored.
- 1.1.3 It shall be equipped with a tamper notification system that immediately alerts Contractor's Monitoring Center of any attempts by an individual to enter the device or to alter its routine operation.
- 1.1.4 It shall include power source (battery) that has no less than sixteen (16) hours active life, two-hundred and fifty (250) recharge cycles, and take no more than one (1) hour to recharge.
- 1.1.5 It shall include a household voltage type charger.
- 1.1.6 It shall have a GPS System receiver embedded in the device.
- 1.1.7 It shall record a location point at least once every sixty (60) seconds.
- 1.1.8 It shall emit or download signals to Contractor's Monitoring Center at least once every ten (10) minutes.
- 1.1.9 Its emitted or downloaded signal shall identify the name of the monitored individual, power status, and tamper status, and be encrypted to prevent duplication.
- 1.1.10 Its signal shall be capable of being received and tracked across large urban or rural areas, statewide, and from within structures, vehicles, and other objects to the degree technically feasible in light of the associated cost, design, and other considerations determined relevant by the County.
- 1.1.11 It shall be Federal Communication Commission (FCC)-certified.
- 1.1.12 It shall be lightweight, hypoallergenic, sealed, shock resistant, and water/moisture resistant, and be made to append to an individual.
- 1.1.13 Its strap shall be hypoallergenic, waterproof, and strap lengths shall adjust to securely fit a wide variety of body sizes ranging from extra small and beyond.
- 1.1.14 It shall include a power source (battery) with an active life of at least six (6) months and a shelf life of at least two (2) years.
- 1.1.15 It shall not pose a safety hazard or unduly restrict the activities of the monitored individual.
- 1.1.16 It shall have a tamper alarm for strap tampering, disconnect, intentional cutting and an out of range alert for the home monitoring application.

1.1.17 It shall have an unobtrusive appearance so that the monitored individual may confidently wear the equipment in public.

1.1.18 It will have vibration capability.

1.1.19 Contractor will work with County to accommodate person(s) with disabilities who are approved by Probation to participate in the SEC Program.

1.2 Home Monitoring Unit (HMU), if needed as determined by Contractor:

1.2.1 Telephone Landline Application:

1.2.1.1 It shall function via telephone landline.

1.2.1.2 It shall be equipped with tamper detection capabilities, including but not limited to, unauthorized movement, opening case, electrical service interruption, and interruption of service to telephone line.

1.2.1.3 It shall be equipped with, at a minimum, a twenty-four (24) hour battery backup.

1.2.1.4 It shall have non-volatile memory to prevent loss of stored data in the event of a power outage.

1.2.1.5 It shall have a signal range for any increment between fifty (50) and three-hundred (300) feet.

1.2.2 Non-Landline Application:

1.2.2.1 It shall be equipped with tamper detection capabilities, including but not limited to, unauthorized movement, opening case, and electrical service interruption.

1.2.2.2 It shall be equipped with, at a minimum, a twenty-four (24) hour battery backup.

1.2.2.3 It shall have non-volatile memory to prevent loss of stored data in the event of power outage.

1.2.2.4 It shall have a signal range of between fifty (50) and three-hundred (300) feet.

1.3 Mobile Breath Alcohol Testing (BAT) Device

1.3.1 It shall have a feature for identity verification.

1.3.2 It shall be able to randomly or on-demand schedule tests with automatic re-testing.

1.3.3 It shall have options that will function via a 3G and/or 4G or LTE cellular network.

1.3.4 The cellular reception of the BAT device shall function in all service areas, or Contractor shall provide an alternative, such as a secondary network provider, to enable reception in pocket or outlying areas, at no additional cost.

1.3.5 The BAT device shall have the alcohol-detection monitoring capability for producing accurate testing results, i.e., no false positive or false negatives.

1.4 Equipment Failure Rate:

1.4.1 In no event shall Contractor's Equipment as specified herein have a defective rate or failure to accurately monitor rate ("failure rate") of 1.5% or greater, over a one-month period, relative to the total number of Equipment actively in service, as determined by Administrator and addressed with Contractor in the monthly meeting provided in section I.2 (Quality Assurance) of this Attachment A, or by advance written notification to Contractor. In the event Contractor's Equipment fails at a rate of 1.5% or more, the notice and termination provision under section I.1 (Quality Assurance) of this Attachment A, entitled "Scope of Work," shall apply.

1.4.2 Upon identification of an equipment failure, upon Probation's request, the Contractor shall prepare and submit within ten (10) calendar days an "Event Report" detailing:

1.4.2.1 Summary of issue

1.4.2.2 Timeline of events

1.4.2.3 Analysis of defect

1.4.2.4 Corrective action plan

1.4.3 On a quarterly basis, Contractor shall prepare and submit a report of equipment failure rates to the County Project Director.

2. Specifications for Monitoring System, Monitoring Services and Monitoring Center

2.1 All monitoring activity from equipment at Participant's residence shall be reported to Contractor's Monitoring Center through a toll-free telephone line.

2.2 Monitoring system software shall be password protected.

2.3 Monitoring system shall have flexible curfew scheduling capability to accommodate work/school schedules, counseling, medical, and other authorized appointments (e.g., monitoring of Participant's presence at locations other than designated place of confinement).

- 2.4 Monitoring system shall provide custom event printouts; e.g., curfew violations, tampers and loss of service.
- 2.5 Monitoring system shall have a battery back-up capability for central station computers and radio-signal reception devices during periods of power loss.
- 2.6 Monitoring center staff shall be accessible by County personnel twenty (24) hours a day, seven (7) days a week, three hundred sixty-five or three hundred sixty-six (365 or 366) days a year, through a toll-free telephone number; a live person shall answer the telephone.
- 2.7 A contingency plan for movement of data to a backup monitoring system within four (4) hours following a monitoring system malfunction due to power failure, natural disaster, human error.
- 2.8 Monitoring Center shall meet Federal, State and Local regulations.
- 2.9 Monitoring Center's software shall limit employees from inappropriately altering any offense/violation data of Offenders, once the information has been input.
- 2.10 Monitoring Services shall include accurate, reliable and continuous electronic monitoring of participant's presence at designated place of confinement and all other locations when Offender is away from place of confinement; there must be immediate reporting to Monitoring Center when the Participant is absent or out of range.
- 2.11 Monitoring Services shall include continuous electronic monitoring services with a GPS system seven (7) days per week, twenty-four (24) hours per day, three hundred sixty-five or three hundred sixty-six (365 or 366) days per year, with reporting of the location(s) of Probationers entered into Contractor's computer database and available to County within fifteen (15) minutes of receipt of the information by the Contractor.
- 2.12 Monitoring System shall include a computer and hardware system that is encrypted, web-based and accessible only by Contractor and authorized Probation personnel or their designated users, which will allow for enrollment, creation, and edit of Probationer identification data (e.g., Offender's name/identification number, addresses, contact numbers, predetermined configured alerts, and multiple inclusion/exclusion zone locations).
- 2.13 Computer software and hardware and other equipment shall be capable of identifying the location, direction, latitude and longitude, and speed of movement of Probationers who are wearing the tracking device, at any given time of the day.
- 2.14 Contractor's facility, equipment, data transmissions, and data storage shall be secure. At a minimum, the Contractor's facility shall be alarmed and monitored by a local law enforcement agency or security company. Contractor's facility shall be equipped with an operational fire protection system. The security and fire alarm lines shall be tamper-proof dedicated circuits and shall not be exposed to any person or thing that

could alter or damage the lines. There shall be back-up secondary lines for redundancy.

- 2.15 Monitoring Center shall be located within the continental United States of America.
- 2.16 The web-based system software shall enable County personnel (authorized Probation personnel or designated users) to view selectable maps, including street maps, aerial image maps, and hybrid maps (aerial image with map data), in color for easy identification, with the following functions:
 - 2.16.1 Track movement history of Probationers; ability to replay tracking history by time and date, with the ability to rewind and fast forward.
 - 2.16.2 Re-size and re-set inclusion and exclusion zones.
 - 2.16.3 Pan and Zoom in/out of the Probationer's position.
 - 2.16.4 Maps shall continually be updated to contain current information.
 - 2.16.5 Provide authorized Probation personnel or designated users with access to view, print, download, and enter/modify Probationer monitoring data, on an as needed basis, due to individual Probationer case needs (e.g., addition of exclusion/inclusion zones).
 - 2.16.6 Provide multiple shapes such as circles, rectangles and polygons that set accurate inclusion and exclusion zones.
- 2.17 Contractor's monitoring system shall have sufficient security infrastructure to prevent unauthorized users from gaining access to Offender data. The system will have an appropriate security monitoring system at multiple levels (e.g., firewalls). The security system will provide information on attempted intrusions and other relevant or useful information that can be reported for further investigation and referral for an appropriate law enforcement response.
- 2.18 The Monitoring Center, as defined in section 1.26 herein, is utilized by Contractor to monitor Offenders who are placed on the SEC Program.
- 2.19 Monitoring system will provide, on a 24-hour basis, notification of selected alerts/events for case managers.
- 2.20 The monitoring system shall have the ability to query a database to see if any Probationers were at a location at a specific date and time.
- 2.21 The web-based system software will enable County personnel (authorized Probation personnel or designated users) to view selectable maps, including street maps, aerial image maps, and hybrid maps (aerial image with map data), in color for easy identification, with the following functions:

2.21.1 View the movement of multiple Offenders, at the same time, who are on the SEC Program.

2.21.2 Provide the ability to query the database by any field, to sort by any field, and to search on any field.

2.22 Computer software and hardware and other equipment shall be capable of identifying the GPS location of Probationers who are wearing the tracking device, at any given time of the day.

3. Specifications for Urinalysis Laboratory Testing Services

3.1 Certification

Section 353 of the Public Health Service Act, as amended by the Clinical Laboratory Improvement Act of 1988, requires laboratories that perform tests on human specimens to meet the requirements established by the U.S. Department of Health and Human Services. Congress passed the CLIA amendments in 1988 to ensure the accuracy, reliability and timeliness of patient test results regardless of where the test was performed.

For purposes of urinalysis testing that may be required for SEC Participants, Contractor shall use the services of a laboratory (hereinafter referred to as “Contractor’s Laboratory Service Provider”) that possesses a valid CLIA registration certificate, or a certificate of accreditation. Contractor shall provide evidence of that laboratory’s certification(s) prior to the commencement of services under this Contract.

3.2 Compliance with Drug Testing Minimum Standards and Methodology

3.2.1 Forensic drug testing is a laboratory specialty related to the testing of urine and other specimens for drugs of abuse. It is performed for non-medical purposes, including law enforcement and employment-related screening. Contractor’s Laboratory Service Provider may be free-standing or a section of a medical or forensic laboratory. Contractor’s Laboratory Service Provider shall be in compliance with the drug testing minimum standards of either the: (a) College of American Pathologists Forensic Drug Testing Accreditation Program; or (b) U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA). Contractor’s Laboratory Service Provider shall provide evidence of such compliance prior to the commencement of services under this Contract.

3.2.2 All samples with positive screens shall be confirmed via gas chromatography/mass spectrometry (GC/MS), liquid chromatography / mass spectrometry/mass spectrometry (LC/MS/MS), or other acceptable alternate non-immunological method consistent with CLIA and/or accredited quality assurance program participation. Thin layer chromatography (TLC) shall not be used as a method of confirming samples with positive screens.

3.3 Consumables

Contractor's Laboratory Service Provider shall supply, at no additional charge to Offenders, all consumables required, such as wrapped specimen bottles, caps, and urine/specimen containers, which shall be standard sized, leak- proof, and free of any contaminant or preservative that could alter the drugs or metabolites. For pick-up and shipping purposes, Contractor's Laboratory Service Provider shall supply pre-addressed labels and forms, chain of custody forms, and mailer/transportation cartons.

3.4 Freight and Postage

All freight and postage costs shall be at Contractor's expense. Contractor shall be responsible for packaging, preparing and addressing specimens for postal/courier transportation as required.

Test samples must arrive at laboratory within twenty-four (24) hours of pick-up.

3.5 Test Results Reporting

Once samples have arrived at the laboratory via approved carrier, Contractor shall provide a reporting of test results to Probation within forty-eight (48) to seventy-two (72) hours. Contractor must have the ability to provide such reporting through: (a) an electronic file format; (b) facsimile; and (c) an established courier service appointed by the Contractor.

All test results must be stored by the Contractor and made available to Probation upon request for the term of the Contract.

3.6 Storage of Specimens

All specimens shall be stored by Contractor for two (2) weeks from date of report of test result. All specimens testing "positive" shall be stored by Contractor in a manner acceptable to County for one-hundred eighty (180) days from date of test result for purposes of potential re-test. Upon written request by Probation, Contractor shall store certain specimens for a longer period of time due to extended court action.

3.7 Confirmation Requirements

There shall be a clear process for confirming positive urine tests. Contractor's Laboratory Service Provider shall have a clear, standard procedure in place for a re-test. Procedure shall include contact person, title, day and time contact is available. Contractor's Laboratory Service Provider must confirm any drug test result found to be positive with any substance in the full screen tests by a different analytical procedure in order to verify/confirm positive test results. Positive test results shall be verified/confirmed prior to notifying County of test results.

3.8 Court Appearance/Testimony

Contractor's Laboratory Service Provider shall provide a technical representative, upon request and/or subpoena, for testimony at court trials to present information to the court related to such topics as sample preparation, testing methodology, and chain of custody issues. Contractor's Laboratory Service Provider and employees, which may include any or all persons who have handled the sample (courier, data entry person, technician who screens the sample, technologist(s) that have performed the confirmation), must have the ability to respond to requests to appear in court for court testimony on date specified in subpoena or as may otherwise be set by the court.

3.9 Background/Security

Courier service personnel required in performance of this work shall be warranted to possess sufficient experience to perform this work. Contractor shall ensure that all courier service employee(s) who may be assigned to this work undergo a background investigation conducted by Probation prior to assignment to provide courier services.

3.10 Chain of Custody

Contractor's Laboratory Service Provider shall ensure a legally defensible written and performed chain of custody procedure effective from the point of sample pick up from Contractor's facility, through individual sample preparation, screening analysis, positive test result confirmation, and sample storage to the point of written result reporting to Probation. This procedure shall be submitted for review prior to commencement of services and must be approved by Probation.

3.11 Identification of Samples

Contractor must accommodate Probation's identification format specified below for test samples, which may include one or more of the following:

Letter prefix and six digit identification. Example-- A123456

3.12 Laboratory Requirements and Practices

Contractor will permit periodic, unannounced visits to Contractor's Laboratory Service Provider by County personnel for purposes of inspecting laboratory conditions, sample preparation/analysis, sample storage, and record keeping practices related to urinalysis testing services provided by Contractor's Laboratory Service Provider.

Specifically, quality control standards include the following requirements:

3.12.1 Laboratory conditions will be maintained in such a manner that the identification and integrity of each sample submitted will be preserved.

3.12.2 There will be maintained in a secure location in the laboratory, a written record for each sample submitted including date received, sample

identification numbers, and listing of any Contractor's Laboratory Service Provider employees involved in the handling, sample preparation or sample analysis of each specimen, including the results of the screen-tests and confirming test (in cases of positively screened samples). These records, in total, will be kept separate from other records maintained by Contractor's Laboratory Service Provider for clients other than Probation.

3.12.3 "Salted" sample tests periodically submitted by County to Contractor shall be accurately analyzed with the results indicating proper detection of compound(s) present in the artificially prepared samples. Should a false positive be reported, or a sample misidentified, the designee of County will immediately contact Contractor to jointly determine the cause of the error. The accuracy and reliability of test results from Contractor is of critical importance and must be maintained throughout the term of this Contract.

3.12.4 Stored positive samples must be secured in a locked freezer with a written evidence log that indicates date and time sample was stored; by whom it was stored; identification number of each sample; when, by whom and why it was removed (for re-testing, etc.); and, at the end of its retention period, when and by whom it was destroyed.

3.13 Panel Composition

3.13.1 Testing procedures defined as "*routine screen*" shall include the following drugs to be tested:

1. Amphetamine (Methamphetamine)
2. Heroin (6 MAM)
3. Opiates (Codeine) / (Morphine)
4. Methadone
5. Cocaine (Benzoyllecgonine)
6. Barbiturates
7. Benzodiazepines
8. Marijuana/THC (Tetrahydrocannabinol)
9. Hydrocodone
10. Oxycodone

3.13.2 The tolerances or "cut-off" concentrations for each drug type to be tested shall be in accordance with SAMHSA (Substance Abuse and Mental Health Services) Mandatory Guidelines for Federal Workplace Drug Testing Programs and/or per Probation specification and are subject to change at no additional cost.

C. Contractor's Responsibilities

1. In accordance with Contractor's proposal dated March 16, 2016, submitted to the County, Contractor shall provide County with full case management SEC / home detention program services utilizing a GPS system, including but not limited to, all hardware, software, monitoring services, enrollment, orientation, consultation, installation, violation notification,

documentation, reports, security procedure including safeguard of confidential data and technical-support services for Participants on a daily twenty-four (24) hour continuous basis.

2. For the purpose of this Contract, the term "consultation" shall be defined to include:

2.1 The Contractor sharing with the County information relating to research findings and new developments in the electronic monitoring industry.

2.2 Meeting, in person, with the program Participants as described in Section C.4 below.

3. Contractor shall be responsible for the daily twenty-four (24) hour continuous electronic monitoring of Participants. Contractor will be expected to provide:

3.1 A means of verifying all departures from and returns to the place of confinement.

3.2 A means of verifying the official sentence end date of Participants within five business days of program enrollment.

3.3 By 1300 hours on regular business days, a preliminary report of the participants that are schedule to complete the SEC program the next day. The preliminary reports are to include any completion dates that fall on holidays or weekends.

3.4 Notification to the Administrator, or designee, of the probable violation of court-ordered conditions within the time limits established under this Contract.

3.4.1 Notification shall include, but shall not be limited to, Participant's name, case number and offense, Court and judge, Contractor's equipment unit number, with date and description of incident. Since any violation of compliance may have a negative consequence for the Participant, the monitoring system provided by Contractor must have a very high degree of reliability and dependability.

4. Contractor shall comply with Probation's SEC Rules and Regulations, attached hereto as Attachment C and incorporated herein by reference, to assist in completing the required functions of the SEC Program as approved by County. Contractor shall provide and document the following support services:

4.1 Enroll Participants on the court-ordered date to begin a sentence, and provide staff to install equipment within the specified time frame.

4.2 Activation of equipment shall begin on the date ordered by the Court to begin a jail sentence. No equipment is to be worn by the Participant more than 24 hours prior to the date ordered by the Court to begin a sentence or more than one regular business day after the jail release date of the program and only if the sentence end date falls on a weekend or county observed holiday. Contractor shall confirm Participant has pre-booked at the Orange County Jail prior to the date scheduled for activation of the equipment. Each time Contractor fails to confirm a Participant has pre-booked at the

Orange County Jail, Contractor will pay a monetary penalty to County. The first time Contractor fails to confirm a Participant has pre-booked at the Orange County Jail, Contractor will pay County a \$50.00 penalty. The second time Contractor fails to confirm a Participant has pre-booked at the Orange County Jail, Contractor will pay County a \$75.00 penalty. The third time Contractor fails to confirm a Participant has pre-booked at the Orange County Jail, Contractor will pay County a \$100.00 penalty. The fourth and ensuing failures to confirm a Participant has pre-booked at the Orange County Jail, Contractor will pay County a

\$150.00 penalty. The imposition of such penalties/fines in no way precludes the County from the ability to terminate this Contract pursuant to paragraph K and Attachment A section I of this Contract.

- 4.3 Provide Participants with written program Rules and Regulations and Equipment instructions prior to or at the time of enrollment.
- 4.4 Obtain Participant's written consent to participate in the program and to comply with the Rules and Regulations of the program after pre-booking and prior to or at the time of enrollment. This shall be accomplished by obtaining Participant's signature on the form entitled "Terms and Conditions for Supervised Electronic Confinement," as set forth in Attachment C, attached hereto and incorporated herein by reference, and providing copy of the signed consent document to Participant.
- 4.5 Intentionally left blank.
- 4.6 Intentionally left blank.
- 4.7 Send Participant's signed consent document, to the Administrator, or designee, within twenty-four (24) hours of completion. Contractor shall include a copy of the initial release from home schedule with the contract sent to the Administrator.
- 4.8 Intentionally left blank.
- 4.9 Intentionally left blank.
- 4.10 Intentionally left blank.
- 4.11 Intentionally left blank.
- 4.12 Intentionally left blank.
- 4.13 Intentionally left blank.
- 4.14 Intentionally left blank.
- 4.15 Establish and maintain Participant case files in compliance with Probation's SEC Program Rules and Regulations.

- 4.16 Provide a closing report to the Administrator, or designee, within three (3) working days of Participant's termination from the SEC Program, in a manner designated by the Administrator.
- 4.17 Assign and install active GPS continuous electronic monitoring equipment for all Participants on the court-ordered date. However, Contractor may issue the mobile BAT device to Participants prior to the court-ordered date or the start of SEC. Contractor shall install the GPS tracking device onto each Participant at Contractor's facility or at the designated place of confinement. Installation of a HMU that operates via a telephone landline or via a non-landline application, whichever HMU best meets the need of the Participant, will be performed by Contractor at each Participant's place of confinement unless Administrator, or designee, expressly waives this requirement for a particular Participant. Contractor is required to visit designated places of confinement to resolve technical issues that arise, at no additional cost to either the Participants or County. In accordance with California Penal Code Section 1203.016(b)(3), Contractor and County agree that such equipment shall not be used to eavesdrop or record any telephone conversations.
- 4.18 Monitor Participant's adherence to the SEC Program Rules and Regulations and report compliance and non-compliance to the Administrator as described in Probation's SEC Rules and Regulations. **CONTRACTOR'S FAILURE TO REPORT AND/OR DOCUMENT ACCURATELY EACH INCIDENT OF NON-COMPLIANCE BY A PARTICIPANT, AS REQUIRED BY SEC RULES AND REGULATIONS, SHALL BE CONSIDERED A MATERIAL BREACH OF THIS CONTRACT POSING A SERIOUS THREAT TO PUBLIC SAFETY.**
- 4.19 Provide notification to the Administrator, or designee, in a manner designated by the Administrator as outlined in the NRPR, prior to final approval of residential moves made by a Participant; prior to final approval of major changes in work hours, location, and employer; all police contacts or traffic accidents; and all court appearances by Participants.
- 4.20 Provide notification to the Administrator, or designee, in a manner designated by the Administrator, as outlined in the NRPR, of all tampers, equipment malfunctions, curfew violations, Participant's early returns and other inconsistencies or violations of the schedules or rules established for the Participants, along with a recommendation for continuance in program or removal.
- 4.21 Review Participant's tracks at least one business day prior to the scheduled compliance appointment. Investigate and report Participant's non-compliance with other conditions of probation or orders of the Court, which shall include, but shall not be limited to, counseling, drug/alcohol testing and required education.
- 4.22 Provide notification to the Administrator, or designee, in a manner designated by the Administrator, as outlined in the NRPR, of any new law violation Contractor becomes aware of, new or continued victimization, evidence that the Participant has

absconded/escaped, or any indication that a participant poses an immediate threat to the public, and take such action as deemed necessary by Administrator.

4.23 All notifications to the Courts regarding SEC Participants shall be conducted through the Administrator. Contractor shall not assume the responsibility of notifying the Courts of Participant violations or problems.

4.24 Maintain complete and accurate records regarding:

4.24.1 Contractor program expense and income information.

4.24.2 Participant orientation and enrollment.

4.24.3 Participant compliance or lack of compliance.

4.24.4 Staff training.

4.24.5 Assignment, installation, replacement, and removal of Participant's continuous electronic monitoring equipment.

4.24.6 Continuous electronic monitoring equipment inventory and maintenance service of each piece of equipment.

4.24.7 All information as required in Probation's SEC Rules and Regulations.

4.25 Provide repair and/or replacement of Equipment within twenty-four (24) hours of discovery of a malfunction. Provide a plan to monitor Participants during any period of time equipment is not functioning properly; place documented telephone calls to the Participant randomly, not to exceed two (2) hours between calls until Equipment is repaired or replaced.

4.26 Provide notification to the Administrator, or designee, in a manner designated by the Administrator, as outlined in the NRPR, of Inclusion and Exclusion Zone violations, tamper alarm incidents and alerts or such other alarms as may be required by the Administrator.

4.26.1 A monetary penalty will be assessed by the County to Contractor for each time Contractor fails to inform the assigned DPO of an Inclusion or Exclusion Zone violation, tamper alarm incident or alert as provided above.

4.26.1.1 Each time Contractor fails to inform the assigned DPO of an Inclusion or Exclusion Zone violation, tamper alarm incident or alert as provided above, Contractor will pay a monetary penalty to County. The first time Contractor fails to inform the assigned DPO of an Inclusion or Exclusion Zone violation, tamper alarm incident or alert as provided above, Contractor will pay County a \$50.00 penalty. The second time Contractor fails to inform the assigned DPO of an Inclusion or Exclusion zone violation, tamper

alarm incident or alert as provided above, Contractor will pay County a \$75.00 penalty. The third time Contractor fails to inform the assigned DPO of an Inclusion or Exclusion Zone violation, tamper alarm incident or alert as provided above, Contractor will pay County a \$100.00 penalty. The fourth and ensuing failures to inform the assigned DPO of an Inclusion or Exclusion Zone violation, tamper alarm incident or alert as provided above, Contractor will pay County a \$150.00 penalty. The imposition of such penalties/fines in no way precludes the County from the ability to terminate the Agreement pursuant to paragraph K of the Contract and section I of this Attachment A.

- 4.27 Perform urinalysis laboratory testing services for illegal drugs of specified Participants upon request of DPO. Urinalysis laboratory testing services shall be performed by Contractor at the Contractor's office. It is the responsibility of Contractor to monitor the collection of the urinalysis sample to ensure a clean sample from the Participant is received.
- 4.28 Verify accuracy of equipment and recalibrate breathalyzer each time a Participant is removed from the SEC Program due to a positive alcohol test. An ongoing record of equipment accuracy shall be maintained and a copy of this record shall be forwarded to the Administrator, or designee, in writing within seventy-two (72) hours if a Participant removal occurred.
- 4.29 Provide consultation, training, and literature to Participant when deemed appropriate by Administrator, or designee, and the Courts.
- 4.30 Be available, at no cost to the County, when and if testimony regarding a Participant is required in any judicial proceeding.
- 4.31 Provide access, at any time, for Probation staff to inspect records, offices or facilities being maintained in conjunction with this program.
- 4.32 Keep Administrator, or designee, advised of innovations, including, but not limited to, new features, software, and equipment in the continuous electronic monitoring industry. In the event, Contractor identifies in the market place new, improved equipment, technology or procedures, which may be beneficial to the County, the Contractor agrees to field test, on a pilot program basis, at the request of the County, at Contractor's expense.
- 4.33 Provide other services found to be necessary relating to the operation of a supervised electronic confinement/home detention program, including but not limited to, random or on-demand contact visual monitoring and Administrator-approved mobile Breath Alcohol Testing (BAT) device (s), either separately, or in conjunction with continuous electronic monitoring.

- 4.34 Provide written internal procedures to document the receipt and resolution of Participant disputes. Any disputes not resolved through this process within ten (10) business days of the receipt of the dispute by the Contractor will be referred to the County's Project Director for mediation.
- 4.35 Investigate and respond to Administrator in writing within five (5) business days from receipt of complaint whenever Administrator refers a complaint. The response shall include a statement of the facts, whether allegation is true or false, disciplinary action taken if applicable, and controls to prevent recurrence of the problem.
- 4.36 Inform Project Director in writing of all client complaints about equipment or services, within five days of receipt of such complaints, including any complaints that have been resolved.
- 4.37 Agrees to operate in compliance with any available standards promulgated by state correctional agencies and bodies, including the Corrections Standards Authority, and all statutory provisions and mandates, state and county, as appropriate and applicable to the operation of home detention programs and the supervision of sentenced offenders in a home detention program

5. Other Contractor responsibilities shall include, but shall not be limited to:

- 5.1 Intentionally left blank.
- 5.2 Intentionally left blank.
- 5.3 Contractor shall be accessible by Participants twenty (24) hours a day, seven (7) days a week, three hundred sixty-five or three hundred sixty-six (365 or 366) days a year, through a toll-free telephone number, and return calls to Participants within 24 hours.
- 5.4 Contractor shall be available to remove straps after hours or during weekends/holidays, if necessary.
- 5.5 Contractor shall meet with electronically monitored Participants in person, at Contractor's Service Facility as described in section C.6 below, a minimum of every other week, unless less frequent visitation is approved in advance by Administrator.
- 5.6 Contractor shall install, replace, retrieve, store all equipment, and remove equipment as necessary.
- 5.7 At least 30 days prior to the start of Contract, or as soon as possible thereafter, Contractor shall email a list of current employees who will be assigned to perform services under this Contract to: Prob-VendorBackgrounds@prob.ocgov.com, so that Probation can conduct background investigations of those assigned employees as required by this Contract. While clearance may be denied for many reasons based on information obtained in a background investigation, an omission or false statement made by the employee, regardless of the nature or magnitude of the omission or false statement, may also be grounds for denying clearance.

Within thirty (30) days of separation of any approved employee who leaves the Contractor's employment, Contractor shall notify Probation of such separation, by email to: Prob-VendorBackgrounds@prob.ocgov.com."

- 5.8 Prison Rape Elimination Act (PREA): Contractor agrees to comply with the national, state and local standards and requirements of Federal Public Law 108-79 dated September 4, 2003, also known as the Prison Rape Elimination Act of 2003 (PREA), and 28 CFR Part 115, as they are applicable on the date of enactment or as they may be subsequently amended, inclusive of all ensuing standards which may be forthcoming. These requirements include but are not limited to monitoring for compliance with the PREA, and reporting incidents of sexual misconduct between wards/non-minor dependents and/or staff to Probation.

6. Contractor's Service Facility:

- 6.1 Contractor shall, during the entire term of this Contract, maintain an office/facility where court-sentenced Participants will report for the services provided by the Contractor under this Contract. Said office/facility must be located within a three (3) mile radius of Probation's Manchester Office Building (MOB), located at 301 The City Drive, Orange, CA 92868, but in no event may it be located beyond a five (5) radius mile of MOB.
- 6.2 Services to be performed at Contractor's Service Facility shall include but not be limited to enrollment, installations, replacements, retrieval, storage and removal of the GPS tracking device, and HMU if needed as determined by Contractor. Services shall be carried out by Contractor's employees and may not be subcontracted.

D. Target Population

It is mutually understood and agreed that:

1. This program will serve as an alternative for persons sentenced to County jail or other County correctional facility who are found to be eligible, suitable and approved by the Administrator to participate in the program.
2. Offenders considered for program participation will be primarily those charged with offenses involving non-violent, non-serious, non-sexual misdemeanors or felonies, such as property crimes, drunk driving, fraud, forgery, etc.
3. Administrator, or designee, shall generally exclude participation of Offenders with convictions for: (1) violent acts, (2) drug sales, (3) serious offenses, (4) sexual offenses, or (5) any offense determined by the Administrator to be unsuitable for the program as an unacceptable risk to the community.
4. Participation in the SEC Program will be subject to determination on an individual basis by the Administrator when home confinement appears to be a viable alternative to jail.

5. Administrator shall not consider a person's ability or inability to pay all or a portion of the program fee for the purposes of granting or denying a person's participation in, or assigning a person to, the SEC Program.
6. Contractor shall not solicit or accept Participants to this program without referral from Probation.

E. Target Areas

The target areas for provision of services shall be comprised of the counties of Orange, Los Angeles, San Bernardino, Riverside, and San Diego. Approximately 18% out of the total number of SEC Participants (current monthly average of 180 Participants) reside outside of Orange County. A Participant may reside in any of these counties and be subject to the jurisdiction of Orange County Courts to be evaluated for this SEC Program and may be serving a sentence between a minimum of 10 days to 2 years. Limited exception to the above-noted counties will be determined by the County Correctional Administrator, subject to acceptance by Contractor.

F. County's Responsibilities

1. County shall provide Probation staff whose duties will include evaluating sentenced defendants to determine suitability for the SEC Program. This evaluation process will include:
 - 1.1 Interviewing defendants and determination of eligibility for program participation.
 - 1.2 Accessing, interpretation and evaluation of criminal history information.
 - 1.3 Completing a risk assessment scale.
 - 1.4 Advising the defendant of the provisions of California Penal Code Section 1203.016(b)(4); namely that the Participant shall agree that the Administrator in charge of the county correctional facility from which the Participant was released may, without further order of the court, immediately retake the person into custody to serve the balance of his or her sentence if the electronic monitoring or supervising devices are unable for any reason to properly perform their function at the designated place of confinement, if the person fails to remain within the place of confinement as stipulated in the Terms and Conditions agreement or if the person for any other reason no longer meets the established criteria. A copy of the SEC Rules and Regulations, including the Terms and Conditions, shall be signed by and delivered to the Participant and a copy retained by the Administrator.
 - 1.5 Reporting defendant's suitability for program participation to Contractor and to the Court if so requested.
 - 1.6 The Administrator, or designee, shall have the sole discretionary authority to permit program participation as an alternative to physical custody. All persons recommended by the Court to participate in the SEC Program who are denied participation, or all persons removed from program participation shall be notified in writing by the

Administrator, or her designee, of the specific reasons for the denial or removal. In accordance with Penal Code Section 1203.016(d)(2) The notice of denial or removal shall include the Participant's appeal rights, as established by Probation policy.

- 1.7 Acting as liaison and consultant between Probation, Contractor, and the Court. This will include:
 - 1.7.1 Meeting with Courts and other criminal justice agency representatives.
 - 1.7.2 Conducting on-site inspections and audits to review and monitor all program components, including, but not limited to, Participant's case files, monitoring records, and other records to ensure Contractor's compliance to Contract provisions.
- 1.8 County shall provide a copy of Probation's SEC Rules and Regulations to Contractor.
- 1.9 The Administrator shall be responsible for all final decisions to remove a Participant from the program. Probation will be responsible for the Participant's arrest and booking into jail, or for requesting an arrest warrant from the Court.
- 1.10 The Administrator will review any appeals filed by applicants to the SEC Program whose acceptance has been denied. The decision of the Administrator will be final.

2. Conduct a background investigation on each Contractor's current employees identified as assigned to perform services under this Contract in accordance with Section 5.7 herein. The background investigation may include, but shall not be limited to an interview, fingerprinting, completion of a personal history statement and pre-investigative questionnaire, verification of education and prior employment history, and a criminal record check with the Department of Justice. The Department of Justice will notify Probation of any subsequent arrest and/or conviction of any Contractor's employee approved to perform services under this Contract.

All Contractor Employees assigned under this Contract are required to receive prior background clearance from Probation before providing any services. A representative from Probation's Background Unit will notify Contractor as to whether or not each employee has passed background. If an employee is denied clearance, neither the County nor Probation will provide a reason for the denial to the Contractor or employee."

G. Personnel

1. Key County Personnel
 - 1.1 Project Director

The Administrator's designee shall serve as the Project Director with full authority to monitor Contractor's performance in the daily operation of this Contract.

- 1.2 The Project Director shall provide direction to Contractor in areas relating to policy, information and procedural requirements.

1.3 The Project Director is not authorized to make any changes in the terms and conditions of the Contract and is not authorized to obligate the County in any way whatsoever beyond the terms of the Contract. Changes to the Contract shall not be made except as referenced in paragraph C, entitled "Amendments."

1.4 The Administrator will inform the Contractor of the name, address and telephone number of the Project Director at the time the Contract is awarded, and at the time of any subsequent changes in the assignment of personnel.

2. Key Contractor Personnel

CONTRACTOR SHALL NOT EMPLOY, IN ANY CAPACITY, ANY INDIVIDUAL WHO IS ON INFORMAL OR FORMAL PROBATION OR ANY PARTICIPANT IN A HOME DETENTION PROGRAM.

2.1 Project Manager

The Contractor shall provide its own full-time employees as on-site Project Manager. The Project Manager and an approved alternate shall be available locally Monday through Friday and available by cellular phone for telephone contact twenty-four (24) hours a day, Monday through Sunday, including all holidays. The Project Manager shall provide overall management and coordination of services on the Contractor's behalf, shall act as the central point of contact with Probation, and have access to technical assistance at all times.

When the Project Manager described above cannot be present, and with prior approval of the County's Project Director, an equally qualified individual shall be designated to act for the Project Manager.

2.2 The Project Manager and approved alternate shall have full authority to act for the Contractor on all contract matters relating to the daily operation of the contract services.

2.3 The Project Manager and approved alternate shall be available during normal weekday work hours, 8 a.m. to 5 p.m., to meet with County personnel designated by the County to discuss problem areas.

2.4 The Project Manager must have a minimum of twelve (12) months of demonstrated previous experience in the management and operation of continuous electronic monitoring/home detention services or functions of similar scope.

2.5 County shall have the right to review the qualifications and approve the Project Manager and any replacement recommended by Contractor.

2.6 Contractor shall inform County's Project Director, in writing within ten (10) business days, of any change of Project Managers and provide evidence of the replacement's qualifications.

3. Other Contractor Personnel:

3.1 Contractor shall be responsible for providing trained staff to fulfill the services required under this Contract. Training shall include, but shall not be limited to, policies and procedures, equipment and monitoring, case management techniques, documentation procedures, participant compliance procedures, participant fee assessment procedures, and knowledge of applicable legal statutes.

3.2 The Contractor's SEC Program case management duties may be performed by the Office Manager and Assistant Office Manager, as needed.

3.3 All operational personnel shall be able to speak, read, write, and understand English.

3.4 Contractor shall demonstrate the ability to provide services for Spanish and other non-English speaking Participants.

3.5 Contractor shall ensure that by the first day of employment, all of its employees with access to its computer system, database or records of Participants monitored by this system have signed Attachment E, entitled "Confidentiality of CORI Information," regarding confidentiality that meets the standards of Probation for County employees having access to confidential criminal offender record information (CORI). Contractor shall retain the original CORI form and forward a copy to Project Director within five (5) business days of start of employment.

3.6 Contractor shall inform County's Project Director, in writing, within ten (10) business days, of any change in Contractor's personnel assigned to perform any work on this Program. Contractor shall provide employee rosters on a monthly basis to the County's Project Director.

3.6.1 The following shall be the minimum number of primary staff to perform Contract duties at Contractor's Service Facility:

1 Project Manager

1 Assistant Project Manager/Case Manager

2 Case Managers, based on a maximum caseload requirement of 50 participants to one Case Manager

3.6.2 The following shall consist of the Contractor Executive Support Team, as additional staff to be provided by Contractor in Orange County to support primary staff at Contractor's Service Facility:

1 Executive/Chief Executive Officer

1 Management/Senior Vice President

1 Management/Director of Program Operations (Backup Case Manager)

1 Operations/Operations Coordinator (Backup Case Manager)

1 Operations/Education Director (Backup Case Manager)

1 Operations/Special Projects Coordinator (Backup Case Manager)

1 Management /Program Manager (Backup Case Manager)

4. Contractor Employee Acceptability

The County reserves the right to preclude a Contractor employee from providing services related to this Contract. Contractor shall be responsible for removing and replacing any employee within twenty-four (24) hours when requested to do so by the County's Project Director.

5. Employee Benefits and Acknowledgment of Employer:

5.1 Contractor shall be solely responsible for providing to, or on behalf of, its employees all legally required employee benefits. An acknowledgment, attached herein as Attachment F, entitled "Employee Acknowledgment of Employer Form," that each employee understands that he/she is an employee of Contractor and not of County must be signed by each employee of Contractor employed at the site by the first day of employment. Original "Employee Acknowledgment of Employer Form," must be kept by Contractor and a copy must be filed within five (5) business days with the County's Project Director.

5.2 County shall not assume any liability for the payment of salaries, wages, benefits, or other compensation to, or on behalf of, any personnel provided by Contractor.

6. Employee Criminal Records and Notices:

Contractor shall be responsible for ongoing implementation and monitoring of subsections 6.1 through 6.2 below. On at least a quarterly basis, Contractor shall report, in writing, monitoring results to Administrator, indicating compliance or problem areas. Elements of Contractor's monitoring report shall receive prior written approval from Administrator, or her designee.

6.1 No personnel employed by Contractor for this Program having access to County information or records shall have a criminal arrest record unless such record has been fully disclosed and Administrator has approved employment.

6.2 Contractor and employees of Contractor shall be under a continuing obligation to County to disclose any prior or subsequent criminal arrest record information regarding any Contractor employee assigned to this Contract or having access to information pertaining to this Contract to Administrator.

H. Quality Control Plan (QCP)

Contractor shall establish and maintain a Quality Control Plan to ensure that the requirements of the Contract are met. An updated copy must be provided to the County's Project Director on the Contract's start date and as changes occur. The original plan and any future amendments are subject to County review and approval and shall include, but shall not be limited to:

1. A functional performance test and evaluation of the continuous electronic monitoring equipment, with documented results, each time the equipment is issued to and returned by a Participant;

Contractor will provide a written plan describing how its systems will be tested and how performance standards will be met.

2. An inspection system assuring ongoing delivery of services; it must specify the activities to be audited/inspected on either a scheduled or unscheduled basis, how often audits/inspections will be accomplished, the title of the individual(s) who will perform and record the audits/inspections and the methods for identifying and preventing deficiencies in the quality of the system. All audit/inspection results must be documented and available for review by County during normal business hours.
3. A computerized method of tracking equipment inventory, maintenance, battery life, and service records specific to each piece of equipment in accordance with suggested manufacturers' maintenance specifications.
4. A method for ensuring uninterrupted services to Probation in the event of a strike of Contractor's employees.
5. A method for ensuring that Offender record confidentiality is maintained.
6. Contractor's responsibility for safeguarding all County information provided for use by Contractor.

I. Quality Assurance

1. If Contractor's Equipment does not meet the specifications for the failure rate specified in section B.1.4 of this Attachment A, County may consider such deficiency as sufficient cause to terminate this Contract, pursuant to Penal Code Section 1203.016(j)(3)(E). Further, upon discovery of such non-compliance by Contractor, County may terminate the Contract pursuant to paragraph K of the Contract.
2. At Administrator's discretion, the County's Project Director shall chair a steering committee consisting of designated Probation staff and Contractor's Project Manager, and other primary or additional support staff that may be designated by Contractor. The committee shall meet on a monthly basis to discuss operational procedures. A mutual effort will be made to resolve any problems that may be identified or any improvements that may be needed. Wherever meetings are held, written minutes shall be taken by Probation staff and made available to Contractor. Contractor shall ensure that Contractor's Project Manager and other primary or additional support staff that may be designated by Contractor, or any of Contractor's subcontractors, attend the monthly steering committee meetings, as needed or as requested by Probation.

J. Work Outside of Scope of Contract

Contractor agrees that any work performed outside the scope of this Contract, without the prior written approval of the County in accordance with paragraph C, entitled "Amendments," shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim therefore against the County.

K. Notice to Contractor

County shall provide Contractor no real property or equipment necessary to perform this Contract.

ATTACHMENT B
PAYMENT AND COMPENSATION

1. Compensation

This is a firm-fixed fee Contract between County and Contractor for Full-Case Management Supervised Electronic Confinement/Home Detention Program Utilizing a Global Positioning Satellite System which includes all fees and all other costs required to perform the Services as listed in Attachment A – Scope of Work.

Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.

The County shall have no obligation to pay any sum in excess of the flat rates specified herein unless authorized by amendment in accordance with Articles C and R of the County Contract Terms and Conditions.

Annual compensation shall not exceed: \$836,000.

2. Fees and Charges

County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

Device/Service	Unit	Per Unit Cost
One-time Enrollment Fee	Per Participant	\$65.00
Daily GPS Monitoring Fee	Per Day	\$13.51
Daily Breath Alcohol Device Fee (if participant also is on GPS device)	Per Day	\$5.25
Drug Tests	Per Test	\$38.50

There is no cost to the County for any lost or damaged equipment. It is included in the prices above.

3. Payment Terms

Invoices are to be submitted in arrears to the user agency/department to the ship to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. Payment – Electronic Funds Transfer (EFT)

The County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the department DPA.

5. Taxpayer ID Number

Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

6. Taxpayer ID Number

Contractor will provide an invoice on the Contractor's letterhead for services rendered. Each invoice must have a unique number and must include the following information:

- a. Contractor's name or DBA;
- b. Contractor's address;
- c. Contractor's remittance address (if different from line b above);
- d. Contractor's Federal taxpayer's ID number;
- e. Name of County Agency - Orange County Probation Department
- f. Probation Department Account Number, If applicable
- g. Invoice number
- h. Invoice Date
- i. Goods/services order date
- j. Goods/services description; quantity, prices
- k. Contract Number (MA-057-16011911)
- l. Total Invoice Amount.

Invoice and supporting documentation shall be mailed to:

Orange County Probation Department
P.O. Box 10260
Santa Ana, CA 92711-0260
Attention: Contract Administrator