



AGREEMENT # MA-057-16011911

BETWEEN

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**

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**AGREEMENT BETWEEN
COUNTY OF ORANGE
AND
AMERICAN JUSTICE SOLUTIONS, INC. DBA CORRECTIVESOLUTIONS
FOR
THE PROVISION OF
FULL CASE MANAGEMENT SUPERVISED ELECTRONIC CONFINEMENT (SEC) /
HOME DETENTION PROGRAM SERVICES
UTILIZING A GLOBAL POSITIONING SATELLITE (GPS) SYSTEM**

This Agreement, (hereinafter referred to as “Contract”), entered into this ____ day of _____, 2016, that date is enumerated for the purposes of reference only, is by and 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”, which may be referred to individually as “Party” or collectively as “Parties”. The County of Orange Chief Probation Officer, hereinafter referred to as “Administrator,” shall administer this Contract.

RECITALS

WHEREAS, County, through its Chief Probation Officer, is required by various State laws to supervise persons placed on probation; and

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, 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, Contractor agrees to render such services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

I. GENERAL TERMS AND CONDITIONS

- A. Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
- B. Entire Contract:** This Contract, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or his designee, hereinafter "Purchasing Agent."
- C. Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by Purchasing Agent in writing.
- D. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. Delivery:** Time of delivery is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments, nor deprive it the right to return goods already accepted, at Contractor's expense. Over-shipments and under-shipments of goods shall be only as agreed to in writing by the County. Delivery shall not be deemed to be complete until goods, or services, have been actually received and accepted in writing by County.
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by the County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "HH" below, and as more fully described in paragraph "HH", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

H. Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through the services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "HH" below, it shall indemnify, defend, and hold County and County Indemnitees (as defined in paragraph "HH") harmless from any and all such claims and responsible for payment of costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.

I. Assignment or Sub-Contracting: No performance of this contract or any portion thereof may be assigned or subcontracted by the contractor without the express written consent of the County. Any attempt by the contractor to assign or subcontract any performance of this contract without the express written consent of the County shall be invalid and shall constitute a breach of this contract.

In the event that the contractor is authorized by the County to subcontract, this contract shall prevail and the terms of the subcontract shall incorporate by reference and not conflict with the terms of this contract. In the manner in which the County expects to receive services, the County shall look to the contractor for performance and not deal directly with any subcontractor. All matters related to this contract shall be handled by the contractor with the County; the County will have no direct contact with the subcontractor in matters related to the performance of this contract. All work must meet the approval of the County of Orange.

J. Non-Discrimination: In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.

K. Termination – Default of Contractor: If Contractor is in default of any of its obligations under this Contract, County shall give 60 days' notice to Contractor that this Contract may be canceled if the specific deficiencies are not corrected. If Contractor is in default of any of its obligations under this Contract and County determines that such default poses a serious threat to public safety, County may elect to immediately terminate the Contract or provide Contractor with a written notice of default and the opportunity to cure the default within a specified time. If Contractor fails to commence cure of the default within 10 days after receipt of a written notice of default, and/or Contractor fails to cure such default within the time specified in the notice, the County shall immediately be entitled to commence resolution in accordance with this paragraph or to terminate this Contract by giving written notice to take effect immediately. Default shall include failure to carry out any of the requirements of this Contract, including, but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the work as agreed to herein, or otherwise substantially violating any provision of this Contract. The County may begin negotiations with a third-party Contractor to provide goods and/or services as specified in this Contract once County has provided notice to Contractor that Contractor is in default and termination of the Contract may follow.

Termination – Convenience of the County: Performance of services under this Contract may be terminated by County in whole or in part, when such action is deemed by County to be in its best interest. Termination of work shall be effected by delivery to Contractor of a 60-day written Notice of Termination specifying the extent to which performance of work is terminated, and the date upon which such termination becomes effective.

After receipt of the Notice of Termination and except as otherwise directed by County, Contractor shall: 1) Stop services under this Contract on the date and to the extent specified in the Notice of Termination, and 2.) Complete performance of that parts of the work that is not terminated by the Notice of Termination.

Termination – Orderly: Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, electronic data, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each party will assist the other party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each party.

- L. Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver is in writing and signed by the aggrieved Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
- N. Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor, shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to the County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall obtain and maintain all permits and licenses required by public authorities in connection with performance of the work
- P. Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management upon review of Contractor's current audited financial report.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier). If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims \$1,000,000 aggregate
Network Security & Privacy Liability	\$1,000,000 per claims made

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange its elected and appointed officials, officers, agents and employees as Additional Insureds.

- 2) A primary non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.
- 2) A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Professional Liability is a "Claims Made" policy, Contractor shall agree to maintain Professional Liability coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

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. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- Q. Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements paragraph "HH" below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, penalties and expenses related to arising from or related thereto.
- R. Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- S. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners ~~will~~shall be required under terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.
- In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.
- The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.
- T. Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- U. Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- V. Compliance with Laws:** Contractor represents and warrants that the services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its

governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure compliance, and pursuant to the requirements of paragraph "HH" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

- W. Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- X. Pricing:** The Contract bid price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the scope of services attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. This article is intentionally left blank.**
- Z. Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- AA. Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. Severability:** If any term, covenant, condition or provision of this Contract 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 and invalidated thereby.
- CC. Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. Attorney Fees:** In an action of proceeding to enforce and interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.
- EE. Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by a person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it, is not applicable and is waived. The provision of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.
- FF. Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other

documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

HH. Indemnification Provisions: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

II. Audits/Inspections: Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to records, reports, files, and supporting documentation for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract. The County will provide reasonable notice of such an audit or inspection.

Contractor agrees to maintain such records for possible audit for a minimum of three years, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Project Director.

II.1 Within ten (10) days of a written request from County, Contractor shall allow County or authorized State and Federal agencies to have access to and examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this Contractor, excluding any records subject to any legal privilege. Such material, including all pertinent cost accounting, financial records and proprietary data, shall be kept and maintained by Contractor for a period of five (5) years after completion of this Contractor, or until such time as all audits are complete, whichever is later. In the event records are located outside the County of Orange, Contractor shall pay County for travel and per diem costs connected with any inspection or audit. The County reserves the right to audit and verify the Contractor's records before final payment is made. The County's representatives shall have the right to reproduce any of the aforesaid documents.

II.2 Should the Contractor cease to exist as a legal entity, Contractor records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to County's Project Director.

II.3 Audits for Laboratory Requirements and Practices, Quality Assurance and Contract Compliance: County, or its authorized representative, shall have access to any books, documents, papers, and electronic records of Contractor which any of them may deem to be pertinent and specific to this Contract, for the purpose of making an audit, evaluation, excerpts, and transcripts. Further, Administrator has the right, at all reasonable

times, to inspect or otherwise evaluate the work performed, including but not limited to, daily or monthly operational and financial audits, review of program components as provided in Scope of Work section F.7.2, and unannounced inspections of Contractor's service facility where Participants would report for services provided by Contractor, as described in Scope of Work section C.6 ("Contractor's Service Facility") herein.

II. ADDITIONAL TERMS AND CONDITIONS

1. Definitions:

- 1.1 Ability to Pay - As used herein, the term "Ability to Pay" shall mean the overall capability of the Participant to reimburse the costs, or a portion of the costs, of providing SEC Program services and shall include, but shall not be limited to, consideration of all of the following factors:
- 1.1.1 Present financial position including current income, assets, and debt;
 - 1.1.2 Reasonable discernible future financial position. In no event shall the Contractor consider a period of more than six (6) months from the date of acceptance into the program for purposes of determining reasonably discernible future financial position;
 - 1.1.3 Likelihood that the Participant shall be able to obtain employment within a six (6)-month period from the date of acceptance into the program; and
 - 1.1.4 Any other factors that may bear upon the Participant's financial capability to reimburse the Contractor for the cost of the program. This shall include the Participant's estate, spousal income, medical expenses, single-household income, and unusual, but verifiable, circumstances.
- 1.2 Abscond/Escape - As used herein, the terms "Abscond/Escape" shall mean a SEC Program violation of curfew guidelines and an inability to be electronically monitored for more than four (4) hours.
- 1.3 Assessment - As used herein, the term "Assessment" shall refer to an evaluation of a defendant by the Administrator, or her designee, to determine suitability for participation in the SEC Program.
- 1.4 BAT - As used herein, the term "BAT" shall mean a calibrated mobile Breath Alcohol Testing device approved by County Project Director, as specified in paragraph 1.11 herein.
- 1.5 Consultation - As used herein, the term "Consultation" shall generally mean the Contractor sharing with the County information relating to research findings and new developments in the electronic monitoring industry, and as more fully described in Scope of Work sections C.2 and C.4 herein.
- 1.6 Contract Discrepancy Report (CDR) - As used herein, the term "Contract Discrepancy Report" shall mean a report prepared by the County's Project Director to inform the Contractor of faulty service. The CDR requires a response from the Contractor within ten (10) days from date of receipt, or as otherwise specified by the Administrator, explaining the problem, outlining the remedial action being taken to resolve the problem, and how recurrence of the problem will be prevented.
- 1.7 Contractor Assistant Project Manager - As used herein, the term "Contractor Assistant Project Manager" shall mean an employee of the Contractor whose responsibility as part of Contractor's primary staff, is to support the Project Manager. An Assistant Project Manager's duties shall include, but shall not be limited to, case management services, installations/removals of equipment, inventory control, quality control assurance, and collections.

- 1.8 Contractor Case Manager - As used herein, the term "Contractor Case Manager" or "Case Manager" shall mean an employee of the Contractor whose responsibility as part of Contractor's primary staff, is to provide the highest level of service to the Courts and to ensure community safety. A Case Manager's duties shall include, but shall not be limited to, providing the Participant with program rules and regulations; assessing Participant's ability to pay program fees; ongoing monitoring and documenting the Participants' compliance, or lack thereof, with court orders; reporting incidents of non-compliance and other reports as described in the SEC guidelines to the appropriate authorities.
- 1.9 Contractor Executive Support Team - As used herein, the term "Contractor Executive Support Team" shall mean the Contractor's executive, managerial and operational designees, who shall act as a team in providing additional support to Contractor's primary staff.
- 1.10 Contractor Project Manager - As used herein, the term "Contractor Project Manager" shall mean the Contractor's designee who, as part of Contractor's primary staff, shall act as Project Manager in the overall management and coordination of Contract services on Contractor's behalf, and shall act as the central point of contact with Probation.
- 1.11 County's Project Director - As used herein, the term "County's Project Director" shall mean the Administrator's designee who shall serve as the Project Director with full authority to monitor Contractor's daily operations in the performance of this Contract and to coordinate the activities of Probation personnel assigned to work with Contractor.
- 1.12 Curfew - As used herein, the term "Curfew" shall mean the hours during which a Participant in the SEC Program is required to be at the designated place of confinement.
- 1.13 Enrollment - As used herein, the term "Enrollment" shall mean the process of instructing a Participant in the SEC Rules and Regulations, assessing fees, 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.
- 1.14 Equipment - As used herein, the term "Equipment" shall include any or all of the following: (a) GPS one-piece electronic monitoring unit device(s); (b) the Home Monitoring Unit(s), if needed as determined by Contractor; and (c) mobile Breath Alcohol Testing device.
- 1.15 Exclusion Zone - As used herein, the term "Exclusion Zone" shall mean an area in which an offender is not allowed to be present (e.g., schools, playgrounds, or victim's location), as ordered by the Court or by Probation.
- 1.16 Financial Assessment - As used herein, the term "Financial Assessment" shall mean completing the forms designed and provided by Contractor, and approved by County, to determine the Participant's ability to pay SEC Program fees.
- 1.17 Global Positioning Satellite (GPS) System - As used herein, the term "Global Positioning Satellite System" shall mean a worldwide navigation system of several satellites that are positioned to receive signals from Earth and capable of providing information relative to latitude, longitude, and time of the collected coordinate.
- 1.18 Home Monitoring Unit - As used herein, and if needed as determined by Contractor, the term "HMU", shall refer to a device that can communicate on a continuous basis with GPS electronic monitoring unit device(s),

via a telephone landline or a non-landline application, e.g., cellular network from multiple carriers, for an Offender while on home confinement.

- 1.19 Hook-up - As used herein, the term "Hook-up" shall refer to that part of the enrollment process where the continuous electronic monitoring equipment is fitted to the Participant.
- 1.20 Hours - As used herein, the term "Hours" shall mean sequential sixty (60) minute time frames.
- 1.21 Inclusion Zone - As used herein, the term "Inclusion Zone" shall refer to an area in which the Probationers must stay within during a predetermined period of time (e.g., home or work location), as ordered by the Court or by Probation.
- 1.22 Indigent Offenders - As used herein, the term "Indigent Offenders" shall refer to those SEC Program Participants who, after a financial evaluation, are found to be unable to pay any program fees and, therefore, qualify for program participation at no fee.
- 1.23 Installation - As used herein, the term "Installation" shall refer to that part of the Enrollment process where the SEC continuous electronic monitoring equipment is installed on the Participant by an authorized employee of the Contractor, equipment is switched on and successful "hook up" message is received by the Monitoring Center utilized by Contractor. In the case a HMU is deemed necessary, the term "Installation" also includes the installation of the HMU in the Participant's designated place of confinement.
- 1.24 Mandatory Supervision Offender– See "Offender."
- 1.25 Mandatory Terms - As used herein, the use of the terms "must" and "will" in this document are synonymous with "shall" and "mandatory."
- 1.26 Monitoring Center – As used herein, the term "Monitoring Center" shall mean the monitoring service facility utilized by Contractor to monitor Offenders who are placed on the SEC Program.
- 1.27 Notification and Response Protocol Requirements (NRPR) – As used herein, the use of the term "NRPR" shall mean the working document, attached hereto and incorporated herein by reference to this Contract as Attachment D, provided by Probation to Contractor as an operational daily monitoring guideline for the following monitoring components under the SEC program:
- Global Positioning System (GPS)
 - Mobile Breath Alcohol Testing (BAT)
 - Urinalysis Laboratory Testing
- 1.28 Offender - As used herein, the term "Offender" shall mean any person sentenced to County jail or other County correctional facility who is eligible and approved by the Administrator to participate in the SEC/home detention program in lieu of confinement in the County jail or other County correctional facility or program under the auspices of the Administrator. An Offender may include a person sentenced to County jail or other County correctional facility with or without Probation supervision, or a person sentenced to County jail or other County correctional facility with or without Mandatory Supervision pursuant to Penal Code sections 1170 (h)(5)(A) and (B). An Offender's criminal record, including the offense for which he/she has been referred to the SEC/home detention program services, will generally exclude a history or current charge involving violent offenses, serious offenses, drug sales, sexual offenses or any other offenses determined by the Administrator to be unsuitable for the program as an unacceptable risk to the community. The words "Offender," "Participant," "Probationer," and "Mandatory Supervision Offender" may be used interchangeably in this Contract.

- 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, a fee assessment is completed (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.
- 1.30 Participant – See "Offender."
- 1.31 Probationer – See "Offender."
- 1.32 Rules and Regulations - As used herein, the term "Rules and Regulations" shall mean the Rules and Regulations, including the "Terms and Conditions" of the SEC Program, as approved and adopted by the Orange County Board of Supervisors pursuant to Sections 1203.016 and 1208 of the Penal Code, and as set forth in Attachment C, attached hereto and incorporated herein by reference.
- 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.
- The population of the SEC Program in Orange County shall be limited to inmates committed to the Orange County jail or other County adult correctional facility, or granted probation. The SEC Program is an offender-funded program.
- 1.34 Subcontractor - As used herein, the use of the term "Subcontractor" shall mean any person, entity, or organization to which the Contractor has delegated any of its obligations hereunder, with the County's consent, in accordance with Article I ("Assignment or Sub-contracting") of this Contract.
- 1.35 System - As used herein, the use of the term "System" shall mean all hardware, software, services and documentation (including all enhancements thereto), developed for the County's Supervised Electronic Confinement Program.

2. Scope of Contract: This Contract, including Attachments A through G, specifies the contractual terms and conditions by which Contractor shall provide County with Full Case Management Supervised Electronic Confinement / Home Detention Program Services utilizing a Global Positioning Satellite System.

3. Term of Contract: The ~~initial~~fourth term of this Contract shall be for the period commencing on July 1, ~~2018~~2019, through June 30, ~~2019~~2020, following approval thereof by the Orange County Board of Supervisors, and subject to the termination provisions set forth in the following sections:

Section I, General Terms and Conditions:

Paragraph K - Termination

Paragraph P - Insurance Provisions

Paragraph S - Change of Ownership, Name, Litigation Status,
Conflict with County Interests**Section II, Additional Terms and Conditions:**

Paragraph 6.0 – Fiscal Appropriations

Paragraph 14.0 – Contractor Bankruptcy/Insolvency

Paragraph 22.0 – Covenant Against Contingent Fees

Paragraph 23.0 – Gratuities

Paragraph 29.0 - Child Support Enforcement Requirements

Paragraph 30.0 – Contingent Fees

- 3.1 **Renewal:** This Contract may be renewed annually for ~~two~~one additional one-year periods, with approval by the Orange County Board of Supervisors, subject to: (a) the County's assessment of Contractor's performance and availability of funding or appropriations warranting such renewals; and (b) upon mutual written agreement of the Parties. The County shall not be required to give a reason if it elects not to renew the Contract.

4. Contract Payments:

- 4.1 **Security Deposit:** Contractor was a party to the previous SEC contract that expired on June 30, ~~2017~~2019. 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, ~~2018~~2019. 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.
- 4.2 Contractor may charge the following fees to program participants:
- 4.2.1 Program participants who are 21 years of age and older who have been placed on SEC as the result of an adult criminal case may be charged the following fees:
- 4.2.1.1 Daily Program Fees: Refer to Attachment B for sliding fee scale schedule.
- 4.2.1.2 Participant Fees: Contractor may attempt to recover the following administrative fees in addition to the Daily Program Fees for the electronic monitoring of Participants:
- 4.2.1.2.1 A one-time maximum enrollment fee of \$65 per Participant.

- 4.2.1.2.2 A Mobile Breath Alcohol Testing (BAT) device fee, which shall be based on the Contractor's actual cost of providing the BAT equipment. The maximum charge allowed for providing the BAT device shall be \$7.50 per day for each Participant.
- 4.2.1.2.3 Fee for Urinalysis Laboratory Testing Services (for testing illegal drugs when required by County): \$55.00 per "Routine Screen" panel as described in Scope of Work, section 3.13.1 herein. Cost per routine screen panel shall include testing, screening and confirmation.
- 4.2.2 A repair or replacement fee for damaged or lost Equipment. Participants shall not be charged more than the actual repair or replacement cost. The County of Orange will not be financially responsible to Contractor for any damaged equipment caused by Participants under this Contract.
- 4.3 Monthly Fee: Contractor shall pay County 30 % of monthly Gross Receipts generated and collected by Contractor. "Gross Receipts" shall include all monies collected by Contractor from operations and business generated as a result of this Contract including, but not limited to the Daily Program Fees identified above and any other fees that may be approved by Administrator under this Contract.
- 4.3.1 Contractor shall be allowed to offset the amount due to the County the following amounts:
- 4.3.1.1 An amount equal to the average prior collections for the Daily Juvenile Program Fees, which is \$13.51/day, for each individual Juvenile SEC participant, defined as individuals under the age of 21 regardless of whether their SEC participation is a result of an adult criminal case or a juvenile case.
- 4.3.1.2 The enrollment fee as defined in section 4.2.5.1
- 4.3.1.3 Applicable testing fees as defined in section 4.2.5.2 and 4.2.5.3
- 4.4 On and after January 1, 2018, all fees authorized under this Contract, except for the fees defined in section 4.2.2 shall only be charged to SEC participants who are 21 years of age and older and whose placement in the Home Detention Program arises from an adult criminal court case.
- 4.5 Nothing herein shall preclude Contractor from continuing collection efforts for fees that have already been determined by the Contractor prior to the effective date of this amendment: collection efforts for fees that were lawfully accrued against an SEC participant prior to January 1, 2018 based on an already determined ability to pay; and/or establishing fees for services rendered under this Contract through and including December 31, 2017, regardless of the age of the SEC participant or the basis upon which the participant was ordered on Home Detention Program.
- 4.6 Penalties Contractor shall pay, as applicable, the penalties as more fully described in Scope of Work, as participants pre-booked at Orange County Jail; and
- 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.

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

5.1 Payment of Monthly Fee to County:

Contractor shall pay County in arrears the Monthly Fee referenced in section 4.2, above, within 30 calendar days of services provided by Contractor under this Contract. Payments shall be made electronically to County, using the banking information provided by Probation to Contractor. Payments made to County after the prescribed period of 30 calendar days shall be considered delinquent, and in that event, the late payment charges specified in section 5.2 below shall be included in Contractor's Monthly Fee payment to County. Any discrepancies in Monthly Fee payments identified by the County or the Contractor shall be resolved through mutual agreement in a timely manner.

5.2 Late Payment Charges:

Contractor hereby acknowledges that the late payment of the Monthly Fee or any other sums due hereunder will cause County to incur costs not contemplated by this Contract, the exact amount of which will be extremely difficult to ascertain. Such costs may include but are not limited to administrative processing of delinquent notices, or increased accounting costs.

Accordingly, if any payments of the Monthly Fee to County as specified in section 4.2 above are not received by County by the due date, a late charge of one and one-half percent (1.5%) of the payment due and unpaid plus \$100 shall be added to the payment, and the total sum shall become immediately due and payable to County. An additional charge of one and one-half percent (1.5%) of said payment, excluding late charges, shall be added for each additional month that said payment remains unpaid.

Contractor and County hereby agree that such late charges represent a fair and reasonable estimate of the costs that County will incur by reason of Contractor's late payment. Acceptance of such late charges (and/or any portion of the overdue payment) by County shall in no event constitute a waiver of Contractor's default with respect to such overdue payment, or prevent County from exercising any of the other rights and remedies granted hereunder.

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 Signed fee agreement daily rate
- 5.3.1.11 Mobile BAT (Breath Alcohol Testing) frequency
- 5.3.1.12 Urinalysis testing frequency
- 5.3.1.13 Signed fee agreement total program fees
- 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 Signed fee agreement total program fees
 - 5.3.3.11 SEC program participation status
 - 5.3.3.12 Employment status

- 5.3.3.13 Current month additional drug testing fee
- 5.3.3.14 Amount paid by the participant during the month
- 5.3.3.15 Daily rates for each SEC program participant

5.4 Collection of Fees:

Contractor shall assess the SEC participation fees, as enumerated under section II.4.2 above. Contractor's collection efforts shall include the following:

- 5.4.1 Generating a gross receipts summary report to be provided in its Monthly Fee payments to County, along with backup documentation of amounts received from SEC participants less the amount defined in section 4.3.1
- 5.4.2 Taking every precaution to safeguard the Monthly Fee payments to County
- 5.4.3 Ensuring that all sums due and owing to County are properly assessed, collected, accounted for, and retained in a depository approved by County
- 5.4.4 Being responsible for any shortage of funds
- 5.4.5 Reconciling amounts of deposited funds with Gross Receipts as defined in section II.4.2 herein.

6. Fiscal Appropriations: This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each year during the term of this Contract. If such appropriations are not approved, the Contract will be terminated without penalty. Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the state of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

7. Precedence: The Contract documents consist of this Contract including its Attachments A through G. In the event of a conflict between the Contract documents, the order of precedence shall be this Contract, then the Attachments.

8. Independent Contractor Status:

- 8.1 Contractor shall be and act at all times during the term of the Contract as an Independent Contractor of the County of Orange and shall not be construed as an agent, officer or employee of County. Contractor shall be solely responsible for the services performed under the terms of this Contract. County shall look to Contractor for results only. Nothing contained herein shall be construed as creating the relationship of employer/employee or principal/agent.
- 8.2 Contractor shall assume responsibility for the actions of its employees and volunteers as related to the services provided under this Contract. County shall not directly supervise Contractor's employees and volunteers in the performance of their duties but shall look to Contractor for Contract performance.
- 8.3 Contractor shall assume full responsibility for payments on account of itself and all its employees of Federal, State, and local taxes or contributions imposed or required under the Social Security, Workers' Compensation and applicable income and employment tax laws. In this regard, Contractor certifies to

County that it is aware of the laws of the State of California requiring the self-employed to be insured against liabilities and shall comply with such laws during the term of this Contract.

- 9. Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's Project Director and the Contractor's Project Manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's primary staff and Contractor's Executive Support Team and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.
- 10. Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of four years after the final month of this Contract, or the final month of any renewal of this Contract. Storage of records in another county will require written approval from Administrator.
- 11. Conflict of Interest:**
- 11.1 The County of Orange Board of Supervisors' policy prohibits its public employees from engaging in activities involving conflict of interest. Contractor shall not, during the term of this Contract, employ any County employee for any purpose.
- 11.2 Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that result in a conflict with the interest of the County.
- 11.3 This obligation shall apply to Contractor, its employees, volunteers, agents, relatives, sub-tier contractors and third parties associated with accomplishing work and services hereunder.
- 11.4 Contractor's efforts shall include, but not be limited to, establishing precautions to prevent its employees, volunteers or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other consideration which could be deemed to appear to influence individuals to act contrary to the best interest of County.
- 12. Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, electronically stored and generated data, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, electronically stored and generated data, reports and other incidental or derivative work or furnished materials shall be used by the Contractor for any other purposes than to fulfill the contractual obligations under this Contract without the express written consent of the County.
- 13. Data – Title to:** All materials, documents, electronically stored and generated data, reports or other incidental information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
- 14. Contractor Bankruptcy/Insolvency:**
- 14.1 In addition to the termination provision found in Section I.K., County may immediately cancel this Contract for default in the event of the occurrence of any of the following:

14.1.1 Insolvency of Contractor: Contractor shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

14.1.2 The filing of a voluntary petition of bankruptcy;

14.1.3 The appointment of a Receiver or Trustee for Contractor;

14.1.4 The execution by Contractor of an assignment for the benefit of creditors.

14.2 The remedies reserved to County herein shall be cumulative and additional to any other remedies provided in law or equity.

15. Contract Disputes: Any disputes between Contractor and the County regarding the performance of services shall be mutually resolved by the County's Project Director and the Contractor's Project Manager, in consultation with Contractor's Executive Support Team. In the event no mutual agreement can be reached, the decision of the Administrator shall prevail.

16. Notices:

16.1 Any and all notices, requests, demands and other communications contemplated, called for, permitted or required to be given hereunder shall be in writing, except through the course of the Parties' Project Director's/Manager's routine exchange of information and cooperation during the term of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or if delivery is by electronic mail or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed in US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated wherein or such other address as the parties hereto may designate of written notice from time to time in the manner aforesaid.

16.2 Any and all notices, requests, demands and other communications shall be addressed to Contractor at its placed of business, or such other place as may be hereinafter designated in writing by Contractor, as follows:

16.2.1 American Justice Solutions, Inc. DBA CorrectiveSolutions
910 Calle Negocio, Suite 300
San Clemente, CA 92673
Attn: Mats Jonsson, Chief Executive Officer

16.2.2 The notices and envelopes containing same to County shall be addressed to:
Chief Probation Officer
Orange County Probation Department
P.O. Box 10260
Santa Ana, CA 92711-0260

16.3 Administrator shall have authority to execute all notices required or permitted to be given herein.

17. Incorporation: Attachments A through G are attached hereto and incorporated by reference and are made a part of this Contract.

- 18. Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.
- 19. Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
- 20. Notice of Delays:** Except as otherwise expressly provided herein, when either Party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within five (5) days, give notice thereof, including all relevant information with respect thereto, to the other party.
- 21. Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract unless otherwise specified. The County will not provide free parking for any service in the County Civic Center.
- 22. Covenant Against Contingent Fees:**
- 22.1 Contractor warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by Contractor for the purpose of securing business.
- 22.2 For breach or violation of this warranty, County shall have the right to terminate this Contract, and, in its sole discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- 23. Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
- 24. Authorization Warranty:** The Contractor represents and warrants that the signatories executing this Contract on behalf of and for the Contractor are authorized agents who have actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.
- 25. News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Director.

- 26. Publicity:** Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing Contractor's need to identify its services and promote business, County shall not inhibit Contractor from publicizing its role under this Contract provided the following conditions are met:
- 26.1 Contractor shall develop all publicity material in a professional manner and provide copies of such material to County's Project Director; and,
 - 26.2 During the course of performance of this Contract, Contractor, its employees, volunteers, agents, and officers shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of County without the prior written consent of Administrator.
- 27. License and Zoning:**
- 27.1 Contractor agrees to operate in compliance with all appropriate state and local building, zoning, health, safety and fire statutes, ordinances and regulations.
 - 27.2 Contractor warrants that it has secured any and all licenses, permits, and authorizations necessary under the statutes, ordinances, rules and regulations of the State of California, County of Orange, and any local government. Contractor agrees to maintain any property supplied by County in good condition, and agrees to make any repairs for damage or loss.
 - 27.3 Contractor shall indemnify and hold County harmless from any loss, damage or liability resulting from a violation on the part of Contractor of such laws, rules, regulations and ordinances.
- 28. Tax Liability Limitation:** County shall have no liability or responsibility for any taxes, including, without limitation, sales, income and/or property taxes which may be imposed in connection with or resulting from this Contract or Contractor performance hereunder.
- 29. County of Orange Child Support Enforcement Requirements:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to Probation's Contract Development Manager:
- 29.1 In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
 - 29.2 In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;
 - 29.3 A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
 - 29.4 A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the

Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

- 30. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc 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 www.edd.ca.gov/txicr.htm.

To comply with the reporting requirements, County procedures for contracting with independent contractors mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

- First name, middle initial and last name
- Social Security Number
- Address
- Start and expiration dates of contract
- Amount of contract

- 31. **Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- 32. **Waivers:** The failure of County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

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Signature Page

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: _____
Chairman of the Board of Supervisors
County of Orange, California

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535

Attest:

By: _____ Dated: _____
Robin Stieler
Clerk of the Board
County of Orange, California

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

By: _____ Dated: _____
Senior Deputy

* 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 of 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. This program will be offender-funded.

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
- 4.6.2.1 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, fee establishment and collection, 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 scheduled 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, participant complaint procedures, 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 Implement the established sliding fee scale to determine the daily program fee based on the Participant's ability to pay in accordance with Attachment B, entitled "Daily Program Fees – Supervised Electronic Confinement Program" attached hereto and incorporated herein by reference.

- 4.6 Complete a written financial assessment during program orientation to determine the fees that the Participant must pay for program services. Fee establishment will be in accordance with Attachment B, and will include a review of income, available assets, debt, and other pertinent financial data, including spousal income. If Participant claims to be unable to pay the assessed program fee, provide the Participant with written procedures for fee reduction requests. IN ACCORDANCE WITH PENAL CODE SECTION 1208.2(g), CONTRACTOR SHALL NOT DENY PARTICIPATION TO ANY PERSON BASED ON INABILITY TO PAY ALL OR A PORTION OF THE PROGRAM FEES. CONTRACTOR SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT MUST INCLUDE PROVISION OF SERVICE TO INDIGENT OFFENDERS AT NO COST TO THE INDIGENT OFFENDERS.
- 4.7 Send Participant's signed consent document, written financial assessment and fee agreement form 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 Set the amount, frequency and method of payment of fees for participation in any or all aspects of the home detention program based on Participant's ability to pay, and modify or suspend fee obligations based on any subsequent change of circumstances. In the event of any dispute as to the amount, frequency or method of payment of fees, Contractor shall refer the matter to the Administrator, or designee, to resolve any fee disputes.
- 4.9 In accordance with Penal Code Section 1208.2(f), Contractor acknowledges that the Administrator, or designee, shall have the option to waive the program fees when deemed necessary, justified, or in the interests of justice. The program fees may be modified or waived at any time based on the changing financial position of the Participant.
- 4.10 Contractor acknowledges that at any time during a Participant's sentence, the Participant may request the Administrator, or designee, to modify or suspend the payment of fees based on a change of circumstances regarding ability to pay under Penal Code Section 1208.2(g).
- 4.11 If the Participant and the Administrator, or designee, are unable to come to an agreement regarding the Participant's ability to pay, or the amount which is to be paid, or the method and frequency with which payment is to be made, the Administrator shall advise the appropriate Court of the fact that the person and Administrator, or designee, have not been able to reach agreement and the Court shall then resolve the disagreement by determining the Participant's ability to pay, the amount which is to be paid, and the method and frequency with which payment is to be made pursuant to California Penal Code Section 1208.2(h).
- 4.12 Obtain Participant's signature on a fee agreement form, which specifies the amount and frequency of payment, when an agreement to pay a specified amount has been reached with the Participant.
- 4.13 Specifically comply with the provisions of Penal Code Section 1208.2 relating to fee collection. Contractor shall be responsible for collection of all fees from the Participant and shall not be required to deposit fees directly into County General Fund.
- 4.14 If Participant willfully fails to pay program fees after signing a fee agreement, and has not requested a fee reduction evaluation, Contractor may seek to remove the Participant from the SEC Program by providing notification to the Administrator. The Administrator, if unable to obtain compliance from the Participant, may, without further order of the Court, immediately retake the Participant into custody to serve the balance of his or her sentence pursuant to Penal Code Section 1203.016(b)(4).

- 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 no later than the day of each 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, enrollment and financial assessment and payment information.
- 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.
5. Other Contractor responsibilities shall include, but shall not be limited to:
- 5.1 Contractor shall be responsible for administering its own fund for Participants determined to be indigent, and absorb any associated costs. An indigent accounting report shall be submitted to the Administrator, in writing, each month.
- 5.2 Contractor shall be authorized to charge Participants fees in accordance with the number of days the Participants are actually sentenced onto the program. No minimum charge will be assessed.
- 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 Background Clearance: At least 30 days prior to the start of Contract, or as soon as possible thereafter, Contractor shall ~~submit email~~ a list ~~of current employees to the Probation Department Background Investigation Unit, P.O. Box 10260, Santa Ana, CA 92711~~ of persons 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 individuals~~ 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 ~~individual employee~~, regardless of the nature or magnitude of the omission or false statement, may also be grounds for denying clearance.
- ~~Contractor shall notify Probation Department Background Unit in writing w~~ Within 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~~ ~~the name of any approved individual who leaves Contractor's employment.~~
- 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, if the person willfully fails to pay fees to the provider of electronic confinement services, as stipulated in the SEC Terms and Conditions subsequent to the written notification of the Participant that the payment has not been received and that return to custody may result, 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 ~~individual~~Contractor's current employees identified as assigned to perform services under this Contract in accordance with Section 5.7 above. The background investigation may include, but shall not be limited to an interview, fingerprinting, completion of a personal history statement and pre-investigation 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 ~~individual~~Contractor's employee approved to perform services under this Contract.
- All Contractor ~~Personnel~~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 ~~individual~~employee has passed background. If an ~~individual~~employee is denied clearance, neither the County nor Probation will provide a reason for the denial to the Contractor or ~~individual~~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.

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ATTACHMENT B

**DAILY PROGRAM FEES
SUPERVISED ELECTRONIC CONFINEMENT PROGRAM
SLIDING FEE SCALE FOR SEC PROGRAM PARTICIPANTS**

GROSS MONTHLY INCOME		EQUIVALENT HOURLY RATE		MAXIMUM
FROM	TO	FROM	TO	DAILY CHARGE
\$0.00	\$159.00	\$0.00	\$0.99	\$1.00
\$160.00	\$319.00	\$1.00	\$1.99	\$2.20
\$320.00	\$479.00	\$2.00	\$2.99	\$3.50
\$480.00	\$639.00	\$3.00	\$3.99	\$4.70
\$640.00	\$799.00	\$4.00	\$4.99	\$6.50
\$800.00	\$959.00	\$5.00	\$5.99	\$7.80
\$960.00	\$1,119.00	\$6.00	\$6.99	\$9.10
\$1,120.00	\$1,279.00	\$7.00	\$7.99	\$10.30
\$1,280.00	\$1,439.00	\$8.00	\$8.99	\$11.60
\$1,440.00	\$1,599.00	\$9.00	\$9.99	\$12.90
\$1,600.00	\$1,759.00	\$10.00	\$10.99	\$14.70
\$1,760.00	\$1,919.00	\$11.00	\$11.99	\$16.10
\$1,920.00	\$2,079.00	\$12.00	\$12.99	\$17.40
\$2,080.00	\$2,239.00	\$13.00	\$13.99	\$18.80
\$2,240.00	\$2,399.00	\$14.00	\$14.99	\$20.10
\$2,400.00	\$2,559.00	\$15.00	\$15.99	\$21.40
\$2,560.00	\$2,719.00	\$16.00	\$16.99	\$22.80
\$2,720.00	\$2,879.00	\$17.00	\$17.99	\$24.10
\$2,880.00	\$3,039.00	\$18.00	\$18.99	\$25.50
\$3,040.00	\$3,199.00	\$19.00	\$19.99	\$26.80
\$3,200.00	\$3,359.00	\$20.00	\$20.99	\$28.10
\$3,360.00	\$3,519.00	\$21.00	\$21.99	\$29.50
\$3,520.00	\$3,679.00	\$22.00	\$22.99	\$30.80
\$3,680.00	\$3,839.00	\$23.00	\$23.99	\$32.20
\$3,840.00	\$3,999.00	\$24.00	\$24.99	\$33.50
\$4,000.00	\$4,159.00	\$25.00	\$25.99	\$34.90
\$4,160.00	\$4,319.00	\$26.00	\$26.99	\$36.20
\$4,320.00	\$4,479.00	\$27.00	\$27.99	\$37.50
\$4,480.00	\$4,639.00	\$28.00	\$28.99	\$38.90
\$4,640.00	\$4,799.00	\$29.00	\$29.99	\$40.20
\$4,800.00	\$4,959.00	\$30.00	\$30.99	\$41.60

GROSS MONTHLY INCOME		EQUIVALENT HOURLY RATE		MAXIMUM
FROM	TO	FROM	TO	DAILY CHARGE
\$4,960.00	\$5,119.00	\$31.00	\$31.99	\$42.90
\$5,120.00	\$5,279.00	\$32.00	\$32.99	\$44.20
\$5,280.00	\$5,439.00	\$33.00	\$33.99	\$45.60
\$5,440.00	\$5,599.00	\$34.00	\$34.99	\$46.90
\$5,600.00	\$5,759.00	\$35.00	\$35.99	\$48.30
\$5,760.00	\$5,919.00	\$36.00	\$36.99	\$49.60
\$5,920.00	\$6,079.00	\$37.00	\$37.99	\$50.90
\$6,080.00	\$6,239.00	\$38.00	\$38.99	\$52.30
\$6,240.00	\$6,399.00	\$39.00	\$39.99	\$53.60
\$6,400.00	\$6,559.00	\$40.00	\$40.99	\$55.00
\$6,560.00	\$6,719.00	\$41.00	\$41.99	\$56.30
\$6,720.00	\$6,879.00	\$42.00	\$42.99	\$57.60
\$6,880.00	\$7,039.00	\$43.00	\$43.99	\$59.00
\$7,040.00	\$7,199.00	\$44.00	\$44.99	\$60.30
\$7,200.00	\$7,359.00	\$45.00	\$45.99	\$61.70
\$7,360.00	\$7,519.00	\$46.00	\$46.99	\$63.00
\$7,520.00	\$7,679.00	\$47.00	\$47.99	\$64.40
\$7,680.00	\$7,839.00	\$48.00	\$48.99	\$65.70
\$7,840.00	\$7,999.00	\$49.00	\$49.99	\$67.00
\$8,000.00	\$8,159.00	\$50.00	\$50.99	\$68.40
\$8,160.00	\$8,319.00	\$51.00	\$51.99	\$69.70
\$8,320.00	\$8,479.00	\$52.00	\$52.99	\$71.10
\$8,480.00	\$8,639.00	\$53.00	\$53.99	\$72.40
\$8,640.00	\$8,799.00	\$54.00	\$54.99	\$73.70
\$8,800.00	\$8,959.00	\$55.00	\$55.99	\$75.10
\$8,960.00	\$9,119.00	\$56.00	\$56.99	\$76.40
\$9,120.00	\$9,279.00	\$57.00	\$57.99	\$77.80
\$9,280.00	\$9,439.00	\$58.00	\$58.99	\$79.10
\$9,440.00	\$9,599.00	\$59.00	\$59.99	\$80.40
\$9,600.00	\$9,759.00	\$60.00	\$60.99	\$81.80
\$9,760.00	\$9,919.00	\$61.00	\$61.99	\$83.10
\$9,920.00	\$10,079.00	\$62.00	\$62.99	\$84.50
\$10,080.00	\$10,239.00	\$63.00	\$63.99	\$85.80
\$10,240.00	\$10,399.00	\$64.00	\$64.99	\$87.20
\$10,400.00	\$10,559.00	\$65.00	\$65.99	\$88.50
\$10,560.00	\$10,719.00	\$66.00	\$66.99	\$89.80
\$10,720.00	\$10,879.00	\$67.00	\$67.99	\$91.20

GROSS MONTHLY INCOME		EQUIVALENT HOURLY RATE		MAXIMUM
FROM	TO	FROM	TO	DAILY CHARGE
\$10,880.00	\$11,039.00	\$68.00	\$68.99	\$92.50
\$11,040.00	\$11,199.00	\$69.00	\$69.99	\$93.90
\$11,200.00	\$11,359.00	\$70.00	\$70.99	\$95.20
\$11,360.00	\$11,519.00	\$71.00	\$71.99	\$96.50
\$11,520.00	\$11,679.00	\$72.00	\$72.99	\$97.90
\$11,680.00	\$11,839.00	\$73.00	\$73.99	\$99.20
\$11,840.00	\$11,999.00	\$74.00	\$74.99	\$100.60
\$12,000.00	\$12,159.00	\$75.00	\$75.99	\$101.90
\$12,160.00	\$12,319.00	\$76.00	\$76.99	\$103.20
\$12,320.00	\$12,479.00	\$77.00	\$77.99	\$104.60
\$12,480.00	\$12,639.00	\$78.00	\$78.99	\$105.90
\$12,640.00	\$12,799.00	\$79.00	\$79.99	\$107.30
\$12,800.00	\$12,959.00	\$80.00	\$80.99	\$108.60
\$12,960.00	\$13,119.00	\$81.00	\$81.99	\$109.90
\$13,120.00	\$13,279.00	\$82.00	\$82.99	\$111.30
\$13,280.00	\$13,439.00	\$83.00	\$83.99	\$112.60
\$13,440.00	\$13,599.00	\$84.00	\$84.99	\$114.00
\$13,600.00	\$13,759.00	\$85.00	\$85.99	\$115.30
\$13,760.00	\$13,919.00	\$86.00	\$86.99	\$116.70
\$13,920.00	\$14,079.00	\$87.00	\$87.99	\$118.00
\$14,080.00	\$14,239.00	\$88.00	\$88.99	\$119.30
\$14,240.00	\$14,399.00	\$89.00	\$89.99	\$120.70
\$14,400.00	\$14,559.00	\$90.00	\$90.99	\$122.00
\$14,560.00	\$14,719.00	\$91.00	\$91.99	\$123.40
\$14,720.00	\$14,879.00	\$92.00	\$92.99	\$124.70
\$14,880.00	\$15,039.00	\$93.00	\$93.99	\$126.00
\$15,040.00	\$15,199.00	\$94.00	\$94.99	\$127.40
\$15,200.00	\$15,359.00	\$95.00	\$95.99	\$128.70
\$15,360.00	\$15,519.00	\$96.00	\$96.99	\$130.10
\$15,520.00	\$15,679.00	\$97.00	\$97.99	\$131.40
\$15,680.00	\$15,839.00	\$98.00	\$98.99	\$132.70
\$15,840.00	\$15,999.00	\$99.00	\$99.99	\$134.10

ATTACHMENT C**RULES AND REGULATIONS OF THE SUPERVISED
ELECTRONIC CONFINEMENT PROGRAM**

1. The Orange County Correctional Administrator is the County Probation Officer.
2. The Correctional Administrator is authorized to offer a program under which inmates committed to Orange County Jail or other County correctional facilities, or granted probation, may voluntarily participate in a Supervised Electronic Confinement Program during their sentence in lieu of confinement.
3. As a condition of participation in the Supervised Electronic Confinement Program, an inmate must give his or her consent in writing to participate and shall agree in writing to comply with the rules and regulations of the program, including the terms and conditions of Supervised Electronic Confinement Programs, attached herewith and incorporate herein by reference.
4. A participant is required to remain within the interior premises of his or her residence during hours designated by the Correctional Administrator.
5. A participant shall admit any person or agency designated by the Correctional Administrator into his or her residence at any time for purposes of verifying the participant's compliance with the conditions of his or her detention.
6. The participant shall agree to the use of electronic monitoring or supervising devices for the purpose of helping to verify his or her compliance with the rules and regulations of the program. The devices shall not be used to eavesdrop or record any conversation, except a conversation between the participant and the supervisors, which is to be used solely for the purposes of voice identification.
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 if the person willfully fails to pay fees to a provider of supervised electronic confinement services as stipulated, subsequent to the written notification of the participant that payment has not been received and that return to custody may result, or for any other reason no longer meets the established criteria for release.
8. A copy of the participant's written consent to the agreement, together with a copy of the list of the rules and regulations and the terms and conditions of the program shall be delivered to the participant and a copy retained by the Correctional Administrator.
9. The Correctional Administrator, or her designee, shall have the sole discretionary authority to permit program participation as an alternative to confinement. A person shall be eligible for participation in the Supervised Electronic Confinement Program only if the Correctional Administrator concludes that the person meets the criteria established under Penal Code Section 1203.016.

ATTACHMENT C (CONTINUED)

TERMS AND CONDITIONS FOR SUPERVISED ELECTRONIC CONFINEMENT PROGRAM

**ORANGE COUNTY PROBATION DEPARTMENT
RULES AND REGULATIONS FOR SUPERVISED ELECTRONIC CONFINEMENT (SEC)
(INMATES BEING SUPERVISED UNDER THE PROVISION OF
SECTIONS 1203.016 AND 1208 OF THE PENAL CODE)**

- _____ 1. I shall remain within the interior premises of my place of confinement during the hours designated by the Correctional Administrator, the Probation Officer (PO) or agent designated by the PO (Agent).
- _____ 2. I shall admit any person or agent designated by the Correctional Administrator into my place of confinement at any time for purposes of verifying my compliance with the conditions of my detention.
- _____ 3. I may not leave my place of confinement for any reason without prior approval of the Correctional Administrator or designee, except when directed by police, fire or medical personnel.
- _____ 4. I shall agree to the use of continuous electronic monitoring devices, which may include a global positioning satellite system device(s) or other supervision devices, for the purposes of verifying compliance with the Rules and Regulations of SEC. The devices shall not be used to eavesdrop or record any conversation, except a conversation between me and the person supervising me which is to be used solely for the purposes of voice identification.
- _____ 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, if I willfully fail to pay fees to the provider of supervised electronic confinement services as stipulated in this agreement, subsequent to written notification to me that the payment has not been received and that return to custody may result, 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.
- _____ 6. I may not tamper with or remove the continuous electronic monitoring devices. Should it become damaged or inoperative, I must report it immediately to the Correctional Administrator or her designee. If deliberate damage occurs, I may be removed from the program, charges may be filed against me and restitution may be required.
- _____ 7. I must answer all computer calls and maintain telephone service throughout the period of confinement. I may not have call waiting, forwarding, answering machines or service or cordless phones. All residents utilizing the SEC phone line must limit telephone calls to five (5) minutes.
- _____ 8. My designated place of confinement and all persons who reside there must meet with the approval of the Correctional Administrator, or her designee, prior to admission and during participation in the SEC Program.
- _____ 9. All residents must agree not to possess or use alcohol, intoxicants, illegal drugs, narcotics or deadly or dangerous weapons in the designated place of confinement. No visitors, other than immediate family members, are allowed without prior approval of the Correctional Administrator or her designee.
- _____ 10. Pets must be confined to allow free access to my designated place of confinement by the Correctional Administrator or her designee.

ATTACHMENT C (CONTINUED)

- _____ 11. I must report directly to my place of employment upon release for work. Upon completion of my workday, I must report directly to my designated place of confinement. During work hours, I may not leave my work site at any time including mealtimes and breaks without advance permission from the Correctional Administrator or her designee.
- _____ 12. I must obtain advance permission from the Correctional Administrator or her designee to change my work schedule in any way, including overtime work. Such arrangements must be made by my employer.
- _____ 13. I am not allowed to purchase, use, or have in my possession any dangerous weapon(s), i.e., firearms, martial arts weapons, or explosives, alcohol, intoxicants, illegal drugs, narcotics or narcotic paraphernalia at any time while on the SEC Program.
- _____ 14. I must notify the Correctional Administrator or her designee of all prescribed medication while on the SEC Program.
- _____ 15. I may not have contacts outside my designated place of confinement with any persons (family, friends, or others) without the permission of the Correctional Administrator or her designee. No telephone contacts are allowed with any other participants on this program or with current jail inmates.
- _____ 16. I may not make any change in authorized transportation arrangements without advance permission from the Correctional Administrator or her designee.
- _____ 17. I must submit my personal, property, residence (place of confinement) and vehicle to search and seizure without warrant or probable cause at any hour day or night by any peace officer or designee designated by the Correctional Administrator to verify compliance with any and all applicable Rules and Regulations of the SEC Program.
- _____ 18. I must submit to alcohol and/or narcotic testing whenever requested to do so by any peace officer or designee designated by the Correctional Administrator.
- _____ 19. I must attend counseling as directed by the Correctional Administrator or her designee: _____
- _____ 20. I must pay for administrative/monitoring costs of the SEC Program. However, I cannot be denied consideration for, or removed from, participation of the SEC program because of an inability to pay program fees. Should there be a disagreement regarding the ability to pay, amount to be paid, or method and frequency of payment, an administrative review shall be held. If I and the Correctional Administrator, or her designee, are unable to come to an agreement at this review, the Correctional Administrator shall advise the appropriate Court that an agreement could not be reached. The Court shall then resolve the disagreement by determining my ability to pay, the amount which is to be paid, and the method and frequency with which payment is to be made.
- _____ 21. I must obtain prior approval from the Correctional Administrator or her designee for medical treatment except for medical emergencies. Proof of medical attention is required.
- _____ 22. I may not violate any law. I must report any contact with police, fire or medical personnel to the Correctional Administrator immediately.
- _____ 23. Other conditions: _____

ATTACHMENT C (CONTINUED)

_____ 24. I understand that any willful failure to return to my designated place of confinement at the time established by the Correctional Administrator, or her designee, or unauthorized departure is punishable as an escape from confinement under Penal Code Section 4532.

I, the undersigned, have read, fully understand and agree to comply with the Rules and Regulations, including the Terms and Conditions, of the Supervised Electronic Confinement Program, and hereby consent to participate in the program. I also understand that failure to comply with any of the above Terms and Conditions may result in my return to jail custody or further court action. I have received a copy of the Rules and Regulations, including the Terms and Conditions of the program.

Supervised Electronic Confinement
Inmate – Signature

Correctional Administrator
Designee - Signature

Print Name

Print Name

Date

Date

ATTACHMENT D

Notification and Response Protocol Requirements
Supervised Electronic Confinement Program
Orange County Probation Department

Global Positioning System (GPS)

Low Battery	Section 4.22 (<i>This section and all further section references are to Attachment C</i>). Contractor's Monitoring Center (MC) shall immediately call the Participant and instruct Participant to charge the device. Upon warning to the Participant, MC to immediately notify Contractor's Case Manager by email of the low battery alert. Contractor's Case Manager will address the low batteries with the Participant and report the outcome to the Probation, via email, by the end-of-day (EOD), during regular business hours.
Critical Battery	Contractor's MC shall notify Contractor's Case Manager of a critical battery situation (battery will die in two- to three hours if not properly charged). Case Manager shall call the SEC Participant and direct Participant to charge the device, or otherwise be terminated from the program. By email immediately following the vendor's warning to the SEC participant, vendor shall notify Probation of the incident so that if a dead battery occurs, Probation can decide if custody time is warranted.
Inclusion Late	Section 4.20 ; Section 4.26 20 minute grace period. If grace period is exceeded, MC shall immediately notify the Contractor. Contractor shall investigate reason for tardiness and notify Probation of the reason by email by the end of the regular business day or 9:00 a.m. the following day.
Inclusion Early	Section 4.20; Section 4.26 10 minute grace period. If grace period is exceeded, MC shall notify Case Manager by email immediately. The case manager will investigate the reason for the inclusion alarm and notify Probation by email by the end of the business day or 9:00 a.m. the following day.
Exclusion	Section 4.26 No grace period. Contractor or Contractor's MC shall direct Participant to leave. If Participant complies, MC shall email Case Manager immediately following the MC's warning. If Participant fails to comply by leaving the exclusion zone, MC shall call Case Manager immediately as event is occurring. If the situation is considered severe, i.e. the participant is in an exclusion zone and is refusing to leave, Case Manager shall call Probation, and may be required to call law enforcement if the situation rises to the level of an emergency.
Message Gap	Section 4.26 If there is a Message Gap event 8 hours or greater, Contractor shall immediately notify Probation by email. This situation is equivalent to no GPS.
No GPS	Section 4.26 If there is no GPS for 8 hours or greater, MC shall immediately notify Case Manager by email of no GPS when Participant is at work location. Case Manager shall then notify Probation (assigned DPO) by email of no GPS when Participant is at work location. If assigned DPO is notified once that no GPS takes place at the Participant's work location, Case Manager will not need to send an additional notice provided the work location is the same location that Participant originally started from. If the Participant's work location changes, then

Case Manager shall notify the assigned DPO of the location change. Case Manager shall send the assigned DPO an additional email if a “No GPS” results at that changed work location as well.

Strap Tamper	Section 4.20 ; Section 4.22 ; Section 4.26 Case Manager shall verify cut and removal of device. If the device is still attached, and the tamper occurs at night, Contractor shall notify Probation by email by 9:00 a.m. the following day. The GPS device shall be inspected within 24 hours; the alert shall be closed only after physical inspection. If Case Manager verifies that there is an actual cut, Case Manager shall immediately call the assigned DPO that day or night, and follow up with email immediately following the call, but no later than end of the business day. The call shall be completed with the first live contact with Probation as provided on the call list.
Shielding, Jamming, Blocking	Section 4.20; Section 4.22 Contractor shall immediately notify Case Manager by email. Treat situation like an inclusion alarm if shielding is more than 15 minutes. Investigate cause for jamming or blocking and send report to Probation by end of day or first thing the next business day.
Home Lid Tamper	Section 4.20 ; Section 4.22 MC shall immediately notify Case Manager by email. Case Manager shall investigate and email Probation of the investigation results by the end of the business day.
Equipment Power Loss and Movement	Section 4.20; Section 4.22 Case Manager shall notify Probation by email by end of next business day.

Mobile Breath Alcohol Testing (BAT)

Positive Alcohol Test	Section 4.26 Requires two (2) successful, consecutive test at 10-minute intervals. If follow up test is negative, Case Manager notes. If any follow-up test is positive; immediately notify by email. The number of confirmation tests may change, if approved by Probation, if advancements in BAT technology provide a Breath Alcohol Test device that operates with different retest specifications.
Fail to Test (FTT) at scheduled times	Section 4.26 Tests must coincide with Participants’ submitted permanent/temporary schedule; require three (3) successful tests per day, unless stated otherwise by DPO if misses all tests in one (1) day period; notify by email by end of day if misses last test, attempt three (3) additional; if FTT, notify by email by end of day
FTT after Positive Alcohol Test	Section 4.26 Attempt three (3) additional; if FTT, immediately notify by email (Section 4.26 (p.35))
FTT as Required	Section 4.26 if misses one (1) or more tests on two (2) separate days; notify by email by end of day
Picture Identification or Recognition Failure	Section 4.20, Section 4.26 Different person submits tests or picture is distorted. Case Manager immediately notifies Probation by email.
Test Interruptions	Section 4.25 , Section 4.26

Various software technical difficulties affecting telephone reception and signal, download capability, length of testing: Receiver end of service, phone line failure, download failed, request timed out, etc.

If three (3) separate incidents, Case Manager shall notify Probation by email by end of day, and replace equipment within 24 hours of determined equipment failure due to technical difficulties.

Equipment Failures Section 4.20, Section 4.25
Failures affecting alcohol sensor, camera, power, download. Case Manager shall Notify Probation by email by end of day, and replace equipment within 24 hours.

Urinalysis Laboratory Testing

Positive Drug Test Section 4.26
Requires random testing, or as directed by Probation.
If Participant self-admits, confirm via urinalysis testing procedure.
Upon positive test confirmation, Case Manager shall notify Probation by email by end of day.

Fail to Provide Section 4.26
Urine Sample (FTT) Notify Probation by email by end of day.

Prescriptions Section 4.26
Require proof of prescriptions.
If Participant self-admits to use drugs without prescription, confirm via urinalysis testing procedure.
Upon positive test confirmation; consider "Positive Drug Test" as above

Test Anomalies Section 4.26
Diluted, low sample, etc.
If two (2) separate occurrences; notify Probation by email by end of day.

Test Falsification Section 4.26
Uses another's urine, contaminates, adulterates, etc.
Case Manager shall notify Probation by email by end of day.

Under the Influence Section 4.22 , Section 4.26
If suspected, Case Manager shall call Probation, and follow up by email; exhaust call list until live contact is made.

Program Rules and Regulations

Community Safety
Emergency Section 4.22
Call Probation immediately upon knowledge of incident, then notify by email. Exhaust call list until live contact is made.

New Law Violation
(NLV) Section 4.20, Section 4.22
Call Probation immediately upon knowledge of incident, then notify by email. Exhaust call list until live contact is made.

Technical Violation Section 4.20
Failure to appear for counseling session or drug treatment, violating no drugs or alcohol requirement.

Notify Probation by email by end of day or by 9:00 a.m. the following day.

Court Ordered	Section 4.19, Section 4.20 Failure to appear in court, violation of protective orders for person or location, associating with individuals not approved by Probation. Call Probation immediately upon knowledge of incident, then notify by email. Exhaust call list until live contact is made.
Payment for Loss or Damage to Equipment	Section 4.20 10 day grace period; if it exceeds grace period, notify Probation by email by end of day.
Office Appointments	Section 4.20 Require at least one (1) meeting every two (2) weeks.
Fail to Appear at Appointment (FTA)	Sections 4.18 and 4.20 If no contact, notify Probation by email by end of day. Investigate reasons for failure to appear. If required to submit to urinalysis test, failure to appear is additionally considered "FTT". If pattern of failure to appear or appearing late and requiring rescheduling persists, notify Probation by email by end of day.
Work, Medical, Counseling, Treatment Schedules	Section 4.19 Permanent or temporary schedule is submitted by Probation to Case Manager with specified guidelines. Case Manager may alter schedule within guidelines. Special requests submitted through Case Manager shall be referred to Probation.

ATTACHMENT E

CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of American Justice Solutions, Inc. DBA CorrectiveSolutions, during the legitimate course of your duties, you have access to CORI. The Orange County Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in documents against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

(Signature)

Name (Print)

Classification

Date

Copy to be forwarded to County's Project Director within five (5) business days of start of employment.

ATTACHMENT F

EMPLOYEE ACKNOWLEDGMENT OF EMPLOYER

I acknowledge that I am an employee of American Justice Solutions, Inc. DBA CorrectiveSolutions and not of the County of Orange.

I understand that my employer American Justice Solutions, Inc. DBA CorrectiveSolutions and not the County of Orange will be solely responsible for providing on my behalf, all legally required employee benefits.

I understand that the County shall not assume any liability for the payment of salaries, wages, benefits, or other compensation to, or on my behalf.

(Employee Name – Please Print)

(Signature of Employee)

ATTACHMENT G

**CERTIFICATE OF COMPLIANCE WITH
ORANGE COUNTY CONFLICT OF INTEREST POLICY**

Conflict of Interest: Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of the County.

This obligation shall apply to Contractor's employees, agents, relatives, sub-tier contractors, and third parties associated with accomplishing the work hereunder.

Contractor's efforts shall included, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the County.

The Orange County Board of Supervisors' policy prohibits its public employees from engaging in activities involving conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

Signature of Authorized Representative for Contractor