



**CONTRACT MA-057-22010600**

**BETWEEN**

**COUNTY OF ORANGE**

**AND**

**SATELLITE TRACKING OF PEOPLE, LLC.**

**FOR**

**CONTINUOUS ELECTRONIC MONITORING SERVICES**

**USING GLOBAL POSITIONING SATELLITE (GPS)**

**EQUIPMENT**

**CONTRACT BETWEEN  
THE COUNTY OF ORANGE  
AND  
SATELLITE TRACKING OF PEOPLE, LLC.  
FOR CONTINUOUS ELECTRONIC MONITORING SERVICES USING GLOBAL POSITIONING  
SATELLITE (GPS) EQUIPMENT**

This Agreement, hereinafter referred to as "Contract," entered into as of the date fully executed 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 Satellite Tracking of People, LLC., hereinafter referred to as "Contractor." County and Contractor may be referred to individually as "Party" or collectively as "Parties".

**RECITALS**

**WHEREAS**, Contractor responded to Request for Proposals for the provision of Continuous Electronic Monitoring Services Using Global Positioning Satellite (GPS) Equipment;

**WHEREAS**, County has determined that Contractor's proposed services meet or exceed the requirements and specifications of the RFP; and

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

**WHEREAS**, County agrees to pay Contractor based on the schedule of fees set forth in section IV. Cost/Compensation for Contract Services; and

**WHEREAS**, the Orange County Board of Supervisors has authorized the Chief Probation Officer or designee to enter into a Contract to provide Continuous Electronic Monitoring Services Using Global Positioning Satellite (GPS) Equipment, effective upon execution for an initial period of three (3) years, renewable for two additional one-year periods, subject to applicable policy of the Orange County Board of Supervisors for contract renewals;

**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 adjudication to another county.

- B. **Entire Contract:** This Contract 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 designee.
- 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 County in writing.
- D. **Delivery:** Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any services and to cancel all or any part of the services not conforming to applicable specifications, or descriptions or services that do not conform to the prescribed statement of work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by County.
- E. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- F. **Warranty:** Contractor expressly warrants that the goods and 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 "W" below, and as more fully described in Paragraph "W," 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.
- G. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

- H. **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 nor permit any subcontractors to 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 penalties pursuant to Section 1741 of the California Labor Code.
- I. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after thirty (30) days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- J. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the 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.
- K. **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.
- L. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to 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 workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- M. **Insurance Requirements:** 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) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all the following:

1. In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents', employees' or subcontractors' performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
2. Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

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:

<b><u>Coverage</u></b>	<b><u>Minimum Limits</u></b>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate

Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims-made
Technology Errors & Omissions	\$1,000,000 per claims-made
	\$1,000,000 aggregate

### **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.

### **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 20 26 04 13 or a form at least as broad naming the *County of Orange its elected and appointed officials, officers, agents and employees* as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***
2. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad 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* or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***

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 Technology Errors & Omissions and Network Security and Privacy Liability policies are claims-made policies, Contractor shall agree to maintain coverage for two (2) years following 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.

N. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

O. **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 shall be required under the 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 the 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.

- P. **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 thirty-six (36) hours of the start of the delay and Contractor avails himself of any available remedies.
- Q. **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.
- R. **Compliance with Laws:** Contractor represents and warrants that 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 such compliance, and pursuant to the requirements of Paragraph "W" 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.
- S. **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 or invalidated thereby.
- T. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- U. **Interpretation:** This Contract has been negotiated in good faith and between parties knowledgeable in the matters contained within this Contract. In addition, each party had 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 any person representing them, or both. Accordingly, any rule or 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 provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the parties and this Contract.

- V. **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.
- W. **Indemnification:** 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.
- X. **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 all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor 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 including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, 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. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.

- Y. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- Z. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach seventy-five (75) percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued by the County.

[Remainder of this page intentionally left blank]

## II. ADDITIONAL TERMS AND CONDITIONS

### 1. Definitions:

- i. Ankle Device – As used herein, the term “Ankle Device” shall mean a one-piece GPS system device that will track an individual 24 hours a day, seven days a week via a GPS engine that records and transmits location data.  
  
In the event of, or under circumstances where an individual’s medical condition, physical characteristics, or other bodily functions prevent the installation of an Ankle Device, Contractor shall propose the use of an alternate device for Probation’s prior approval, for that specific situation and as needed to accomplish the electronic monitoring objectives under this Contract. In such instances, wherever the term “Ankle Device” appears in this Contract, the alternate device that was pre-approved by Probation for installation on specified individuals shall substitute and satisfy the definition and meaning of “Ankle Device”.
- ii. Continuous Electronic Monitoring (CEM) – As used herein, the term “Continuous Electronic Monitoring” shall mean an electronic system capable of continuous monitoring seven days per week, 24 hours a day, and 365-366 days a year.
- iii. CEM/GPS – As used herein, the term “CEM/GPS” shall mean continuous electronic monitoring services using GPS equipment.
- iv. Contractor’s Project Manager - As used herein, the term “Contractor’s Project Manager” shall mean the Contractor’s designee who 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 the County.
- v. County’s Project Manager - As used herein, the term “County’s Project Manager” shall mean the Probation Division Director designated to serve with full authority to oversee Contractor’s daily operations in the performance of this Contract and to coordinate the activities of Probation personnel assigned to work with Contractor.
- vi. Exclusion Zone - As used herein, the term "Exclusion Zone" shall mean an area in which the monitored individual is not allowed to travel (e.g., schools, playgrounds, or victim’s location).
- vii. GPS System - As used herein, the term "GPS System" shall mean a worldwide radio 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.
- viii. Home Monitoring Unit (HMU): As used herein, the term "Home Monitoring Unit" shall mean a GPS accessory device installed in an offender’s home that uses radio frequency signal to communicate with the Ankle Device.

- ix. Inclusion Zone - As used herein, the term "Inclusion Zone" shall refer to an area in which the monitored offender must stay within, during a predetermined period of time (e.g., home or work location).
  - x. Monitoring Center – As used herein, the term “Monitoring Center” shall mean Contractor’s in-house facility where individuals who are placed on the CEM/GPS System are monitored. The Monitoring Center must be capable of notifying Probation personnel or designated users of predetermined alerts.
2. **Scope of Contract:** This Contract, together with its Attachments, attached hereto and incorporated herein by reference, specifies the terms and conditions by which the County will procure and receive services from Contractor. The Scope of Work is fully set forth in Section III of this Contract.
  3. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures, for an initial three (3) year term, unless otherwise terminated by County. This contract may be renewed on an annual basis pursuant to the Renewal provision of this Contract and with agreement of both Parties. County does not have to give a reason if it decides not to renew.
    - a. Renewal: This Contract may be renewed for two (2) additional one (1) year periods, upon mutual written agreement of both parties.
  4. **Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.
  5. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned DPA.
  6. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has 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.
  7. **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 of Paragraph “W” above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
  8. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Terminate the Contract immediately, pursuant to Section I herein;
  - b. Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - c. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
  - d. Offset against any monies billed by the Contractor but unpaid by the County those monies disallowed pursuant to the above.
9. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
10. **Compensation:** The Contractor agrees to accept the specified compensation as set forth in Section IV of this Contract, entitled "Costs/Compensation for Contract Services," as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.
11. **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.
12. **Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.
13. **Background Check:**
- a. All employees must pass the Probation Department's security clearance and meet all requirements as set forth below:

- i. All Contractor's employees assigned to perform the work under this Contract shall be subject to background checks in accordance with Paragraph 13b., Contractor Background Clearance. Clearance must be updated and renewed for every employee, every five (5) years until Contract expires or employee separates from company.
- ii. No person shall be assigned to perform the work under this Contract that has not received prior clearance from the Probation Department.
- iii. Contractor is responsible for ensuring that anytime an employee is assigned to perform work pursuant to this Contract that a security clearance request is submitted and approved in accordance with Paragraph 13b.- Contractor Background Clearance prior to that employee requiring access to such premises for providing services under this Contract.
- iv. Contractor shall be responsible for submitting updated security clearance requests in order to renew the security clearances. An updated request shall be submitted at least thirty (30) County working days prior to the expiration of an existing clearance; a security clearance is valid for five (5) years from the date of issuance or until the Contract expires or the employee separates from company. If Contractor fails to provide a timely updated security clearance request for an employee, resulting in a lapse of that security clearance, Contractor shall remove and replace such employee at the County property. Repeated failure of Contractor to provide timely updated security clearance requests may result in County exercising its rights pursuant to Paragraph 8, Breach of Contract above.
- v. Contractor security clearance information shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
- vi. Contractor's employee who will be assigned to perform services under this Contract will be required to complete the following forms, when going through Probation background clearance: FBI Criminal Justice Information Services Security Addendum (Exhibit 1), Employee/Volunteer Statement (Exhibit 2), Confidentiality of CORI Information (Exhibit 3) and Employee Acknowledgement of Employer form (Exhibit 4). All forms will be sent prior to background appointment.
- vii. Contractor shall sign the California Law Enforcement Telecommunications System (CLETS) Private Contractor Management Control Agreement (attached hereto as Attachment B in order to provide Contractor access to such information as may be needed to perform services under this Contract, provided it is understood Contractor will not have access to the CLETS

system itself. Based on the level of CLETS access granted to Contractor may be required to complete CLETS/NCIC training.

- b. Contractor Background Clearance: At least thirty (30) days prior to the start of the Contract, or as soon as possible thereafter, Contractor shall email a list of **current** employees who will be assigned to perform services under this Contract to: Jocelyn Garcia at [Jocelyn.Garcia@prob.ocgov.com](mailto:Jocelyn.Garcia@prob.ocgov.com), 714-937-4734 or Sonia Ponce at [Sonia.Ponce@prob.ocgov.com](mailto:Sonia.Ponce@prob.ocgov.com), 714-447-7014 and carbon copy to [Prob-Purch@prob.ocgov.com](mailto:Prob-Purch@prob.ocgov.com), so that Probation can conduct background investigations of those assigned employees as required by this Contract and the Paragraph on “Probation Background Investigation” below. While clearance may be denied for many reasons based on information obtained in a background investigation, an omission or false statement made by the employee, regardless of the nature or magnitude of the omission or false statement, may also be grounds for denying clearance.
- i. Within thirty (30) days of separation of any approved employee who leaves the Contractor’s employment, Contractor shall notify Probation of such separation, by email to: Jocelyn Garcia at [Jocelyn.Garcia@prob.ocgov.com](mailto:Jocelyn.Garcia@prob.ocgov.com), 714-937-4734 or Sonia Ponce at [Sonia.Ponce@prob.ocgov.com](mailto:Sonia.Ponce@prob.ocgov.com), 714-447-7014 and carbon copy to [Prob-Purch@prob.ocgov.com](mailto:Prob-Purch@prob.ocgov.com).
- c. Probation Background Investigation: Probation shall conduct a background investigation on each Contractor’s current employees identified as assigned to perform services under this Contract and Paragraph 13b (“Contractor Background Clearance”) above. The background investigation may include, but shall not be limited to an interview, fingerprinting, completion of a personal history statement and pre-investigative questionnaire, verification of education and prior employment history, and a criminal record check with the Department of Justice. The Department of Justice will notify Probation of any subsequent arrest and/or conviction of any Contractor’s employees approved to perform services under this Contract.
- i. All Contractor employees assigned under this Contract must sign the following mandated forms: Prison Rape Elimination Act (PREA), California Law Enforcement Telecommunications Systems (CLETS) and Federal Bureau of Investigation Criminal Justice Information Services Security Addendum Certification. These are federal mandates and are not optional. Any individual who is currently approved by the Probation Department who does not complete this process shall be removed from the Probation Department approved list and shall be denied access to all Probation Department facilities/buildings. An email notification from Probation’s Background Unit will be sent annually to the respective Contractor with detailed instructions on how to complete the process
- ii. **All Contractor Employees assigned under this Contract are required to receive prior background clearance from Probation before providing any services.** A representative from Probation’s Background Unit will notify Contractor as to whether or not each employee has passed background. If an employee is denied

clearance, neither the County nor Probation will provide a reason for the denial to the Contractor or to the employee.

14. **Contractor Bankruptcy/Insolvency:** If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor's insolvency, the County may terminate this Contract.
15. **Contractor Furnished Items:** Contractor shall furnish all personnel, desks, furniture, computer equipment, and any other furnishings necessary to perform all services required by this Contract.
16. **Contractor Personnel – Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
  - b. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all the following:
    - i. The dangers of drug abuse in the workplace;
    - ii. The organization's policy of maintaining a drug-free workplace;
    - iii. Any available counseling, rehabilitation and employee assistance programs;  
and
    - iv. Penalties that may be imposed upon employees for drug abuse violations.
  - c. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
    - i. Will receive a copy of the company's drug-free policy statement; and
    - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.
  - d. Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:



- i. The Contractor has made false certification, or
  - ii. The Contractor violates the certification by failing to carry out the requirements as noted above.
17. **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 three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent. Such records shall be available for periodic inspection by the County at reasonable times.
18. **Contractor Work Hours and Safety Standards:** The Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and County safety regulations and laws.
19. **County of Orange Local Small Business Preference Requirements:** Contractor certifies it is in compliance with County of Orange Local Small Business Preference requirements at the time this Contract is executed.
20. **County of Orange Disabled Veteran Business Enterprise Preference Requirements:** Contractor certifies it is in compliance with County of Orange Disabled Veteran Business Enterprise Preference requirements at the time this Contract is executed.
21. **Covenant against Contingent Fees:** Contractor warrants 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 by Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to terminate this Contract in accordance with the termination clause and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee from Contractor.
22. **Disputes:** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor Project Manager and the Probation Project Manager, such matter shall be brought to the attention of the County's Purchasing Agent by way of the following process:
  - a. The Contractor shall submit to the agency/department assigned buyer a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

- b. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
  - c. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.
  - d. Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County's Purchasing Agent or his/her designee. If the County fails to render a decision within ninety (90) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The County's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction to contest such decision within ninety (90) days following the date of the County's final decision or one year following the accrual of the cause of action, whichever is later.
23. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.
- a. 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."
  - b. The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.
  - c. Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [http://www.edd.ca.gov/Employer\\_Services.htm](http://www.edd.ca.gov/Employer_Services.htm).

24. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the services from the Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. These numbers will be used in addition to the Price Agreement number. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
- a. Any emergency situation affecting the welfare of youths including, but not limited to escapes, riots, fires, floods and natural disasters, shall be immediately communicated between the Parties.
25. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.
- a. Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.
26. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary, and Contractor shall not assume that the County will

discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

27. **Financial Accountability:** Contractor agrees to provide fiscal procedures adequate to assure accounting for the disbursement of funds paid to Contractor under this Contract in accordance with accounting policies and procedures as may be prescribed by Administrator or County Auditor-Controller, or as required by the 2 CFR Part 225, "Cost Principles for State, Local and Indian Tribal Governments (formerly OMB Circular A-87) incorporated herein by reference. All claimed reimbursements must be supported with source documents determined by Administrator's fiscal staff to be necessary for processing and payment of Contractor's invoices, and shall include but not limited to, timesheets, invoices, cancelled checks, receipts and receiving records.
- a. Contractor agrees to reimburse County for expenditures Administrator determines to be in violation of the terms and conditions of this Contract.
  - b. Allowable Costs – All items of cost actually incurred, which are provided for in the appended Program Costs, attached hereto and incorporated herein by reference, shall be allowable for payment to the extent any such item is allowable under applicable County regulations. No item shall be allowed as a cost that is not allowed as a reimbursable cost under applicable County regulations governing the same. Any program costs or administrative costs that cannot be charged directly to Continuous Electronic Monitoring Services Using Global Positioning Satellite (GPS) Equipment shall be apportioned based on a cost allocation plan approved by Administrator and shall be certified by an executive of Contractor. Such certification is subject to audit as authorized in Article II.5. of this Contract. Allowable costs shall be paid to Contractor in accordance with the major cost categories and maximum amounts as set forth in Section IV (Cost/Compensation) of this Contract. The maximum amount allowable for each of the major cost categories (consisting of the totals for Salaries, Employee Benefits, and Operating Expenses) may be adjusted within this Contract as long as the overall budget, program goals, and objectives are not changed. Such category adjustments shall be made upon prior written request by Contractor and approved by Administrator.
  - c. Accounting: The criteria for record keeping, as detailed in the Federal Office of Management and Budget, Circular No. A-87 (Revised effective May 10, 2004), shall be applied to accounting for Contract funds.
28. **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 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.

29. **Interpretation of Contract:** In the event of a conflict or question involving the provisions of any part of this Contract, interpretation and clarification, as necessary, shall be determined by the County's assigned deputy purchasing agent. If discrepancies in Contract exist between the Contractor and the County's assigned deputy purchasing agent in interpreting the provision(s), final interpretation and clarification shall be determined by the County's Purchasing Agent or his/her designee.
30. **Juvenile Record Information:** In addition to the general confidentiality provisions stated in Section I, Paragraph Q ("Confidentiality") herein, Contractor specifically agrees to comply with the Orange County Superior Court Policy titled "Juvenile Court Exchange of Information, Confidentiality and Media Policy", or as it may be amended, governing the confidentiality of juvenile case files, which is attached hereto as Attachment A and incorporated herein by reference.
31. **Nondiscrimination Statement of Compliance:** The Contractor's signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the state of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12900 (a-f) and Title 2, California Code of Regulations, Sections 11102 and 11103.
32. **Notices:** 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 Managers' routine exchange of information and cooperation during the terms 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 upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by 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 herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

TO: COUNTY

Orange County Probation Department  
 Attn: Contract Administrator  
 1055 N. Main St, 5<sup>th</sup> floor  
 Santa Ana, CA 92701

TO: CONTRACTOR

Satellite Tracking of People, LLC.  
 Attn: Greg Utterback  
 5353 W Sam Houston Parkway N, Ste. 190  
 Houston, TX 77041

33. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become, and remain, 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, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
34. **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.
35. **Project Manager:** The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager, currently designated below or as may later be succeeded, shall coordinate the activities of the County staff assigned to work with the Contractor.
- a. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within fourteen (14) calendar days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and key personnel. Said approval shall not be unreasonably withheld.

County Project Manager: Steve Sandoval

Telephone#: (949) 206-4182

Email: [Estevan.Sandoval@prob.ocgov.com](mailto:Estevan.Sandoval@prob.ocgov.com)

36. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.
37. **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 Manager 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 Project Manager 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.

38. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to 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.
- a. In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.
39. **State Funds –Audits:** When and if state funds are used in whole or part to pay for the services under this Contract, the Contractor agrees to allow the Contractor's financial records to be audited by auditors from the State of California, the County of Orange, or a private auditing firm hired by the State or the County. The State or County shall provide reasonable notice of such audit.
40. **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, at prices listed in the Contract, regardless of quantity requested.
41. **Waivers – Contract:** The failure of the 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.
42. **Cooperative Contract:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request

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### III. SCOPE OF WORK

It is the intent of the County to contract with a Contractor that operates a CEM/GPS system with established prohibitions against unauthorized access to, and use of, electronic signals by private or public entities. Devices provided under this Contract shall not be used to eavesdrop or record any conversations, except conversations between monitored individuals and Contractor's Monitoring Center personnel or authorized Probation personnel supervising them and is only to be used for the purposes of voice identification. By entering into this agreement, Contractor agrees that it operates a CEM/GPS system as described in this paragraph.

This Contract provides for up to an estimated 350 individuals to be monitored at any given time, including adult and juvenile probationers, who will be assigned active devices. The length of time a device will be active on any individual can vary from a few days to several months to years based on individual case dynamics.

The target area shall be primarily Orange County, California; however, it may include any county where an individual resides who is subject to the jurisdiction of Orange County.

#### 1 **Equipment Specifications, Monitoring System and Service Requirements**

##### 1.1 **Tracking Equipment Features and Capabilities**

Contractor shall provide the following equipment items:

##### *1.1.1 Ankle Device (One-Piece GPS Tracking Device)*

- 1.1.1.1 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.
- 1.1.1.2 It shall include an internal clock and memory with the ability to store, at a minimum, **24** hours of data if communication is disrupted, and transmit stored data as soon as communication is restored.
- 1.1.1.3 It shall be equipped with a tamper notification system that immediately alerts Contractor's Monitoring Center of any attempts by an individual to alter the ankle device or its routine operation.
- 1.1.1.4 It shall include a power source (battery) with no less than **36** hours of active life, 250 recharge cycles, and take no more than one hour to recharge.
- 1.1.1.5 It shall include a household voltage type charger.
- 1.1.1.6 It shall include an adapter to allow the device to be charged in an automobile charging plug.

- 1.1.1.7 It shall have a GPS System receiver embedded in the device.
- 1.1.1.8 It shall record a GPS location point at least once every 60 seconds. The GPS location point can be collected as frequently as once every 30 seconds. Each 30-second recording prompt will be defaulted back to the 60 seconds after 30 minutes in order to conserve battery life.
- 1.1.1.9 It shall emit or download signals to Contractor's Monitoring Center at least once every 10 minutes and immediately upon violation.
- 1.1.1.10 It shall have "ping" or "request position" capability to enable Probation personnel to call once every minute into the device to obtain the status of the device in advance of the next 10-minute download interval.
- 1.1.1.11 Its emitted or downloaded signal shall identify the name of the monitored individual, power and tamper status, and be encrypted to prevent duplication.
- 1.1.1.12 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 Probation.
- 1.1.1.13 It shall include a non-breakable cell antenna.
- 1.1.1.14 It shall be Federal Communications Commission (FCC)-certified.
- 1.1.1.15 It shall be lightweight, hypoallergenic, sealed, shock resistant, and water/moisture resistant and **be made to append to an individual.**
- 1.1.1.16 Its strap shall be hypoallergenic, waterproof, and strap lengths shall range from seven inches to 15 inches.
- 1.1.1.17 It shall include a power source (battery) with an active life of at least **12** months and a shelf life of at least two years. The battery shall not be accessible or replaceable by anyone, other than the Contractor.
- 1.1.1.18 It shall not pose a safety hazard or unduly restrict the activities of the monitored individual.
- 1.1.1.19 It shall have a fiber optic strap.

- 1.1.1.20 It shall have a tamper alarm for strap tampering, disconnect, intentional cutting and an out of range alert for the home monitoring application.
- 1.1.1.21 It shall have an unobtrusive appearance so that the monitored individual may confidently wear the equipment in public.
- 1.1.1.22 It shall have vibration capability.
- 1.1.1.23 It shall have the ability to issue an alert when the device is being intentionally shielded.
- 1.1.1.24 It shall have signal triangulation capability that uses cellular towers to determine the location of the ankle device, as an additional location monitoring technology, besides the GPS signals.

*1.1.2 Home Monitoring Unit*

Contractor shall provide home monitoring units at no additional cost to the County.

- 1.1.2.1 Landline Application:
  - 1.1.2.1.1 It shall function via an analog telephone landline.
  - 1.1.2.1.2 It shall transmit monitoring data every four hours; however, violations shall be reported in real time.
  - 1.1.2.1.3 It shall be equipped with tamper detection capabilities, including but not limited to, unauthorized movement, opening case, electrical service interruption, and telephone service interruption.
  - 1.1.2.1.4 It shall be equipped with, at a minimum, a 24-hour battery backup.
  - 1.1.2.1.5 It shall have signal ranges of 100 feet, 200 feet and 300 feet.
- 1.1.2.2 Non-Landline Application – where a landline is not available for use:
  - 1.1.2.2.1 It shall be equipped with tamper detection capabilities, including but not limited to, unauthorized movement, opening case, and electrical service interruption.

- 1.1.2.2.2 It shall have 72-hour battery backup in the event of power outage.
- 1.1.2.2.3 It shall tether to the ankle device using radio frequency (RF) signal for restricting a person's movement within an RF signal range of 50 feet, 100 feet or 150 feet.
- 1.1.2.2.4 When the ankle device and the non-landline application HMU are in RF signal range of each other, the following activities will take place as a result:
  - 1.1.2.2.4.1 The ankle device will communicate with the Contractor's Monitoring Center software, while the plug-in HMU will act as a home anchor.
  - 1.1.2.2.4.2 The ankle device will wake up and attempt to take a GPS point every two hours.
  - 1.1.2.2.4.3 In the instances of tampering and/or interruption in the RF signal range, the ankle device shall immediately initiate the receipt of GPS signals and resume its standard data transmission schedule.

## 1.2 Monitoring System and Services

Contractor's monitoring system and services shall include, but not be limited to, the following:

- 1.2.1 Contractor's Monitoring Center shall notify authorized Probation personnel (assigned Deputy Probation Officers) via telephone when certain types of alerts are received by the Monitoring Center. This notification is in addition to email or text messages sent to the assigned Deputy Probation Officers. Contractor shall have a procedure to verify that all immediate notification alerts are received by Probation, which will include the capability to log contact information onto a web-based report that is accessible to authorized Probation personnel.
- 1.2.2 CEM/GPS shall be available seven days per week, 24 hours per day, 365-366 days per year (24/7/365-366), with near real-time reporting of the location of monitored individuals entered into Contractor's computer

database which shall be available to County within five minutes of receipt of the information by the Contractor.

- 1.2.3 The Monitoring Center shall be accessible by County personnel 24/7/365-366 through a toll-free telephone number.
- 1.2.4 Contractor shall provide a computer and hardware system that is secure, web-based and accessible only by authorized Probation personnel or their designated users, which will allow for enrollment, creation, and edit of identification data for the monitored individual (e.g., individual's name/identification number, addresses, contact numbers, predetermined configured alerts, and multiple inclusion/exclusion zone locations).
- 1.2.5 Computer software, hardware and other equipment shall be capable of identifying the location, direction, latitude and longitude, and speed of movement of individuals who are wearing the ankle device, at any given time of the day.
- 1.2.6 Contractor's CEM/GPS shall be capable of immediately notifying authorized Probation personnel of violations, actual or suspected. Violation information shall include, but not be limited to, individual's name/identification number, date, time, type of alert, etc. The Monitoring Center shall have the ability to notify designated Probation personnel within five minutes of the following types of violations: a) unauthorized entry into an Exclusion Zone; b) unauthorized absence from an Inclusion Zone; c) equipment malfunctions; d) equipment tamper/cut; e) power degradation/low battery; f) location verification failure – GPS signal loss; and g) tracking device communication failure.
- 1.2.7 Contractor shall provide to County a device that can forward to the Monitoring Center software, via a landline telephone system, the position of the ankle device for those locations where cellular coverage is poor (for example, in workplace buildings and residences.)
- 1.2.8 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. The Contractor's facility shall be equipped with an operational fire protection system. The alarm line shall be a tamper-proof dedicated circuit and shall not be exposed to any person or thing that could alter or damage the line; a back-up secondary alarm line shall be provided for redundancy.
- 1.2.9 The Monitoring Center shall be located within the continental United States of America.

- 1.2.10 The web-based system software shall enable authorized Probation personnel and 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:
  - 1.2.10.1 Track movement history of monitored individuals; ability to replay tracking history by time and date, with the ability to rewind and fast forward.
  - 1.2.10.2 Re-size and re-set inclusion and exclusion zones.
  - 1.2.10.3 Display street names, area parks and names, schools, freeways, and landmarks, including but not limited to Disneyland, California Adventure, Knott's Berry Farm, Soak City, Hobby City/Adventure City, Boomers (Irvine) and Wild Rivers Water Park.
  - 1.2.10.4 Ability to pan and zoom in/out the position of the monitored individual.
  - 1.2.10.5 Maps shall be updated at least once a year.
  - 1.2.10.6 Provide authorized Probation personnel and designated users with access to view, print, download, and enter/modify monitoring data of monitored individual, on an as needed basis, due to individual case needs (e.g., addition of exclusion/inclusion zones).
  - 1.2.10.7 View the movement of multiple individuals, at the same time, who are on CEM/GPS.
- 1.2.11 Contractor shall prepare and implement a contingency plan for movement of data to a backup monitoring system within four hours following a monitoring system malfunction due to power failure, natural disaster, human error, etc. The monitoring system equipment shall have a 48-hour battery back-up. In the event of a natural disaster, Contractor shall be capable of operating a secondary Monitoring Center in the continental United States.
- 1.2.12 Contractor shall maintain a quality control program/plan that will detect errors in monitoring, prevent future errors, and provide quality assurance for the services provided under this Contract. The program/plan will include a routine review process that addresses all areas of the Contractor's performance and each service described herein.
- 1.2.13 The Monitoring Center shall meet Federal, State and local regulations.

- 1.2.14 The Monitoring Center's operators shall be trained by Contractor and pass Probation's background clearance, pursuant to article 13 above. Contractor's employees who fail to pass Probation's background clearance process shall not be provided access to County's information.
- 1.2.15 Contractor's monitoring system shall have sufficient security infrastructure to prevent unauthorized users from gaining access to monitored individual 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.
- 1.2.16 Contractor shall provide Probation with information on its monitoring system architecture to include the hardware, software, and power source(s); this will include a description of contingency plans for system failures, such as notifying the County's Project Manager. The written contingency plans shall address response procedures in the event of electrical power loss, telephone service loss, or other events that might compromise the security of information and the operation of the Monitoring Center. Contractor shall provide written contingency plans to the County within 10 days of award of Contract.
- 1.2.17 Contractor's monitoring system shall have the ability to query a database to see if any monitored individuals were at a location at a specific date and time.
- 1.2.18 Contractor's CEM/GPS shall provide multiple shapes (circles, squares, rectangles, polygons) for inclusion and exclusion zones.
- 1.2.19 The monitoring Center, including its system and staff, are owned and managed by Contractor.

## 2 **Contractor's Responsibilities**

### 2.1 *General Requirements*

- 2.1.1 Contractor shall accommodate fluctuations in Probation's requirement to increase or decrease the number of monitored individuals under this Contract. Probation estimates that up to 350 individuals may be monitored at any given time. Hence, Contractor shall have the capability to provide a corresponding number of Ankle Devices and provide monitoring services as directed by Probation. Contractor acknowledges that a percentage of referrals originate from an order of the Court and therefore, come to Probation without prior notification, resulting in unpredictable population levels.

## 2.2 *Alarm Notification Requirements*

- 2.2.1 Contractor's Monitoring Center shall notify specified persons, (e.g., Deputy Probation Officer and monitored individual) as predetermined by Probation, within five minutes of any of the following events:
- 2.2.1.1 Unauthorized entry into an Exclusion Zone;
  - 2.2.1.2 Unauthorized absence from an Inclusion Zone;
  - 2.2.1.3 Equipment malfunctions;
  - 2.2.1.4 Equipment tamper/cut;
  - 2.2.1.5 Power degradation/low battery;
  - 2.2.1.6 Location verification failure - GPS signal loss;
  - 2.2.1.7 Ankle device communication failure - cellular transmission failure; and
  - 2.2.1.8 Unauthorized movement of HMUs.
- 2.2.2 Contractor shall provide multiple options (e.g., cell phone/telephone, text messaging, and e-mail) for notifying Deputy Probation Officers of events listed in section 2.2.1 above or other activities indicating a violation or equipment problem for the monitored individual.

## 2.3 *Report Requirements*

- 2.3.1 Contractor's report data requirements shall include, but not be limited to, individual's identification information, date, time, and latitude and longitude readings.
- 2.3.2 Contractor shall provide to County summary electronic reports of collected case information.
- 2.3.3 The electronic report will provide for a single, comprehensive chronological summary, by individual, showing alerts by specified timeframes, and viewable via the web-based software. This report must be printable.
- 2.3.4 Contractor will ensure Probation has the ability to download and print, on a daily basis, the summary electronic reports.
- 2.3.5 The electronic report shall allow Contractor's authorized personnel to make time-based, text entries that can be inserted into the report for purposes of creating a single record of alerts, activities, communications or attempts to communication with monitored individuals.
- 2.3.6 Electronic reports shall identify all contacts, or attempts to contact, as text in an electronic chronological report, as established by Probation. Contact information shall include the name of Contractor's personnel who made the



contact/attempt to contact the monitored individuals, their name/case identification number, the time, and means by which the contacts were made.

- 2.3.7 Contractor shall provide a written report of tamper incidents, upon request by Probation. The report shall include the individual's name/case identification number, equipment serial number, date and time, and type of tamper.

#### 2.4 *Equipment Replacement Requirements*

- 2.4.1 Contractor shall provide replacement of equipment, at no additional cost to County, due to malfunctions, damage, defects, lost or stolen equipment within 48 hours of notification from the County's Project Manager.
- 2.4.2 Contractor shall provide no less than 25% of all active and assigned CEM/GPS ankle tracking devices and spare tracking device straps to be stored on-site at a pre-determined Probation facility for emergency situations during non-business hours. Contractor shall not bill Probation for the equipment until it is installed on a monitored individual.
- 2.4.3 Contractor shall replenish said inventory within 48 hours after notification from Probation.
- 2.4.4 Contractor shall be responsible for any repair and replacement costs, including shipping costs, due to damage by monitored individuals, lost or stolen equipment by monitored individuals, as well as equipment malfunctions, equipment defects or damage during shipping or at Contractor's facilities.

#### 2.5 *Other Requirements*

- 2.5.1 Contractor shall provide CEM/GPS equipment and services to Probation as of the effective date of this Contract.
- 2.5.2 Batteries shall be required for all CEM/GPS equipment provided under this Contract and shall be provided by Contractor to Probation at no additional cost.
- 2.5.3 Contractor shall provide all tools/supplies required to install and service the tracking device to Probation at no additional cost. Tools/supplies shall be compatible with tracking devices and straps as necessary to install, adjust, and remove monitoring devices for emergency situations.
- 2.5.4 Ankle Device upgrades and enhancements shall be done remotely without need of removing the equipment from monitored individuals.

#### 2.6 *Confidentiality*

- 2.6.1 Contractor shall ensure that all data obtained under this Contract, data transmissions and data storage are kept confidential.
- 2.6.2 Upon the effective date of this Contract, Contractor shall be required to supply to Probation a copy of its security policies and procedures for its network security, data transmission security, data storage security, and physical security.
- 2.6.3 Juvenile Record Information: Contractor specifically agrees to comply with the following Juvenile Court Administrative Orders of the Orange County Superior Court, attached hereto as Attachment A and incorporated herein by reference: (a) Order No. A-100-2-2013 – “Juvenile Court Proceedings: Media and Public Access; Confidentiality; Photography/Audio/Video Recording” dated January 21, 2014; and (b) Order No. 12/003-903 – “Exchange of Information” dated May 7, 2018. Said Juvenile Court Administrative Orders govern the confidentiality of juvenile probation records.

The foregoing Juvenile Court Administrative Orders were adopted in accordance with applicable sections of the Welfare and Institutions Code, and all other applicable statutes, court orders and case law. No access, disclosure or release of information regarding a juvenile who is the subject of Juvenile Court Proceedings or any other juvenile record information as discussed in said Juvenile Court Administrative Orders, shall be permitted except as authorized. If authorization is in doubt, no such information shall be released without the prior approval and consent of the Judge of the Juvenile Court.

Juvenile Record Information is understood to include all records and data, which identify the subject of the information, and as respects any aspect of the administration of the Juvenile Court law of the State of California. Such information includes, not is not limited to the subject’s offense history, social history, all information of a diagnostic or evaluative nature, and any other personal or confidential data which can be traced to the individual, whether generated by Contractor or not. Contractor shall be responsible for safeguarding all information provided by Probation for use by Contractor.

- 2.6.4 It is the intent of the County that CEM/GPS services maintain the highest public confidence, credibility, and public safety. In the furtherance of these standards, the following shall apply:
- 2.6.4.1 Contractor shall not operate a CEM/GPS system in the County of Orange for persons who are on formal probation without a written Contract with Probation.

- 2.6.4.2 Contractor shall not employ any person who is currently, or has been, under probation supervision, or who is a participant in CEM.
- 2.6.4.3 Contractor shall operate a CEM system with established prohibitions against unauthorized access to, and use of, electronic signals by private or public entities.
- 2.6.5 Contractor shall provide security codes to the County's Project Manager to guarantee the security of data modifications made remotely or over communication systems/lines with the monitoring system or manually on the telephone with the Monitoring Center.
- 2.6.6 Contractor shall maintain the absolute confidentiality of all information pertaining to monitored individuals, releasing no data to anyone without prior written authority of the County's Project Manager.
- 2.6.7 Contractor shall advise each employee, in writing, of the confidentiality requirements under this Contract, including the potential for criminal or civil penalties should confidential information be released to non-authorized persons. For purposes of this Contract, all data and information about any individual participating in CEM/GPS shall be considered confidential.

## 2.7 *Training*

- 2.7.1 Contractor's Project Manager and County's Project Manager shall develop a mutually agreeable schedule to train involved Probation personnel in the use of the CEM/GPS as well as in the installation, utilization and removal of equipment for emergency situations.
- 2.7.2 Contractor shall initially provide at least two training sessions at four hours each session at no cost to Probation.
  - 2.7.2.1 This training shall be structured to provide information and hands-on practice related to equipment, hook-up and enrollment; understanding alerts including Exclusion/Inclusion Zones; and use of Contractor's web-based software related to mapping, status of monitored individuals, alerts and reports.
  - 2.7.2.2 Training shall include a minimum one-week period to take place between the two training sessions, where trainees may utilize the equipment in a live test mode whereby authorized Probation personnel simulate being monitored individuals.
- 2.7.3 Contractor shall conduct all training sessions at a pre-determined Probation facility.

2.7.4 Contractor shall provide, at no additional cost to Probation, one (1) training manual for each Probation staff member who is trained. It is estimated that no more than 40 staff members will initially require training.

2.7.5 Contractor shall provide on-going training at no additional cost to Probation.

2.8 *Court Appearances*

2.8.1 Contractor shall provide, at no additional cost to Probation, a CEM/GPS technical representative to testify with regard to its methodology and performance at any court trial, upon request by Probation, and/or in response to a subpoena, and upon short notice.

2.8.2 Contractor shall bear the cost of all court appearances and related expenses, such as testimony fees and travel expenses.

2.9 *Other Contractor's Responsibilities*

Contractor shall:

2.9.1 To the best of its ability and experience, at all times, loyally and conscientiously perform all of the duties and obligations either expressly or impliedly required by the terms of this Contract.

2.9.2 Personally provide the services required of it except as otherwise defined under this Contract.

2.9.3 Notify Probation immediately, within 24 hours, of any and all known changes in professional status, arrests and criminal justice investigations pertaining to all staff, paid and volunteer, full- and part-time, assigned to perform services under this Contract.

2.9.4 Establish and maintain necessary written policies and procedures for operation under this Contract and provide County with a copy of the same.

2.9.5 Instruct all staff assigned to this Contract about the above policies and procedures and continuously supervise its operations to ensure compliance therewith.

2.9.6 Notify County as soon as practical of any emergency situation, the steps taken to ensure the health and safety of monitored individuals, and take such additional actions as may be deemed necessary by County.

2.9.7 Make available to the County, the State of California, or their authorized representatives, all books, documents, papers and records of Contractor relative to this program for purposes of making an audit, evaluation, excerpts, or transcripts.

- 2.9.8 Upon request by Probation, immediately examine a particular tracking device to determine whether the equipment shows signs of tampering; i.e., cuts, burns, or other types of damage.
- 2.9.9 Provide, at no additional cost to Probation, immediate technical support and expertise via telephone when the monitoring system is having problems that may impact the installation and enrollment of devices and their function.
- 2.9.10 Notify the County's Project Manager in advance and in writing of any change in the location of the Monitoring Center or any backup center.
- 2.9.11 Maintain and store "monitoring data" for all cases entered into the program database for the duration of the Contract. Upon termination of this Contract, Contractor shall have 30 days to submit all monitoring records to Probation in a common, readily readable format through current commercially available software.
- 2.9.12 Notify County's Project Manager within 48 hours of any updates to Contractor's CEM/GPS system.

### 3 **County's Responsibilities**

The County, acting through Probation, shall:

- 3.1 Establish CEM/GPS standards for the enhancement of public safety, which shall include the following:
  - 3.1.1 Standards for the minimum time interval between transmissions of information about the location of the monitored individual under supervision. The standards shall be established after an evaluation of, at a minimum, all of the following: a) the resources of the County; b) the criminal history of the individual under supervision; and c) the safety of the victim(s) of the individual under supervision.
  - 3.1.2 Standards for the accuracy of the information identifying the location of the individual under supervision. The standards for each monitored individual shall be established after consideration of, at a minimum, all of the following: a) the need to identify the location of the monitored individual proximate to the location of a crime, including a probation violation; b) resources of the County; and c) the need to avoid false indications of proximity to crimes.
- 3.2 Conduct a background investigation on each individual identified as assigned to perform services under this Contract in accordance with article 13 above.
- 3.3 Except as provided in Section 4.0, entitled "Compensation," assume no financial liability for the operations of Contractor in supplying the contracted services.

- 3.4 Inform monitored individuals of the consequences for replacement costs and possible court action for negligent handling of equipment, damage, loss, or other destruction of equipment.
- 3.5 Be responsible for decisions about CEM rules or restrictions for monitored individuals such as frequency of reporting, work and school schedules, Inclusion/Exclusion Zones, etc.
- 3.6 Be responsible for taking a monitored individual into custody for a probation violation when there is reasonable cause to believe that the individual is not complying with the rules or conditions set forth for the use of CEM/GPS.
- 3.7 Assume no responsibility for space, utilities, and administrative services, monitoring services or safety of Contractor's facility.
- 3.8 **Assign and allow authorized personnel** to enroll individuals to be monitored with the terms and conditions of their supervision while they are being monitored using CEM/GPS, and answer any questions related to the process. Probation personnel shall instruct monitored individuals on the use of and responsibilities that come with being monitored by GPS system equipment. Probation personnel shall install and remove equipment on monitored individuals.
- 3.9 Be responsible for accessing the Contractor's CEM/GPS system and entering individual case identification data, including Exclusion and Inclusion Zone parameters.
- 3.10 Audit, inspect or otherwise evaluate the work performed by Contractor, including but not limited to daily or monthly operational audits, review of program components and services as provided in section III (Scope of Work), and in connection with Contractor's responsibility for maintaining a quality control program/plan as required under paragraph 1.2.12 therein.

#### 4 **Personnel**

##### 4.1 *Key County Personnel*

- 4.1.1 Project Manager: Probation's Division Director designated to serve as County's Project Manager shall have 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.
- 4.1.2 The Project Manager shall provide direction to Contractor in areas relating to CEM policy, information and procedural requirements.
- 4.1.3 The Project Manager is not authorized to make any changes in the terms and conditions of this Contract, or to obligate the County in any way whatsoever beyond the terms of this Contract.

- 4.1.4 Probation will inform Contractor of the name, address and telephone number of the Project Manager at the time this Contract is awarded, and at the time of any subsequent change in the assignment of personnel.

4.2 *Key Contractor Personnel*

- 4.2.1 Contractor's Project Manager: Contractor shall provide an employee who will 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 the Probation Department.

When the Project Manager described above cannot be available, an equally qualified individual shall be designated to act for the Project Manager. Contractor shall advise County Project Manager immediately of any Project Manager change.

- 4.2.2 The Project Manager, or approved alternate, shall have full authority to act for Contractor on all matters relating to the daily operation in the performance of the Contract.
- 4.2.3 The Project Manager, or approved alternate, shall be available 24 hours a day, 7 days a week (24/7) to discuss problem areas with County personnel.
- 4.2.4 The Project Manager must have a minimum of one year of demonstrated previous experience in the supervisory management and operation of a program or function of similar scope.
- 4.2.5 County shall have the right to review the qualifications of, and approve the Contractor's selection of the Project Manager and any replacement therein recommended by Contractor. Contractor shall provide a resume for the Project Manager, or any replacement, which demonstrates his/her qualifications and the amount of time in previous assignments.
- 4.2.6 Contractor shall inform County's Project Manager, in writing within 10 business days, of any change in Project Manager and provide evidence of any replacement's qualifications.

4.3 *Other Contractor Personnel*

- 4.3.1 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, documentation procedures, compliance procedures for monitored individuals, and knowledge of applicable legal statutes.
- 4.3.2 Contractor shall provide documentation of specific program experience for each staff member. Minimum qualifications and a job description

must be stated for each position. Position titles, duties and qualifications for each position must be described.

4.3.3 Contractor shall provide a resume for all program supervisory personnel, which demonstrates their qualifications and the amount of time in previous assignments.

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

4.3.5 Contractor shall inform County's Project Director in writing within 10 business days of any change in Contractor's personnel assigned to perform any work on this program.

4.4 *Contractor Employee Acceptability*

County reserves the right to preclude Contractor from employing or continuing to employ any individual in this program. Contractor shall be responsible for removing any employee within twenty-four (24) hours, and replacing the employee within a reasonable time, when requested to do so by County's Project Manager.

4.5 *Employee Benefits and Acknowledgment of Employer*

4.5.1 Contractor shall be solely responsible for providing all legally required employee benefits to its employees. An acknowledgement 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; the acknowledgement shall be in the form of Exhibit A, "Employee Acknowledgement of Employer," attached here to and incorporated herein by reference. Original acknowledgements must be kept by the Contractor and a copy must be filed within five business days with the County's Project Manager.

4.5.2 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.

#### **IV. COSTS/COMPENSATION FOR CONTRACT SERVICES**

Contractor shall only be compensated as set forth below. The County shall have no obligation to pay any sum in excess of the set, fixed ceiling unit prices.

##### **A. Payment and Invoicing**

1. **COMPENSATION:** This is a usage Contract between County and Contractor for Continuous Electronic Monitoring Services Using Global Positioning Satellite (GPS) Equipment and includes all fees and all other costs required to perform Services as listed in Section III – Scope of Work.



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

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

This Contract shall not exceed \$1,500,000.

2. **FEES AND CHARGES:** County shall pay Contractor for services rendered under this contract as follows:

Equipment	Year 1	Year 2	Year 3
BLUtag <i>(one-piece GPS monitoring device; reports into VeriTracks using nationwide cellular service)</i>	\$2.95 per day, per device, per participant	\$2.95 per day, per device, per participant	\$2.90 per day, per device, per participant
Monitoring Center Service	\$0.00 (included)	\$0.00 (included)	\$0.00 (included)
VeriTracks <i>(secure internet-based monitoring application that is the repository of all participant information and monitoring data)</i>	\$0.00 (included)	\$0.00 (included)	\$0.00 (included)
BLUhome (optional) <i>(home receiver paired with BLUtag when a participant lives in an area with insufficient cellular service or has specific curfew requirements)</i>	\$0.00 (included as necessary)	\$0.00 (included as necessary)	\$0.00 (included as necessary)
BLUbox (optional) <i>(home receiver paired with BLUtag when a participant lives in an area impairing BLUtag's ability to receive GPS locationpoints)</i>	\$0.00 (included as necessary)	\$0.00 (included as necessary)	\$0.00 (included as necessary)

- **Software** – There are no licensing or hardware costs associated with implementing VeriTracks. All enhancements, including database development and reporting functionality, to VeriTracks are provided at no additional cost.
- **Hardware** – There are no set up charges related to the equipment as the devices come ready to use.
- **Other** – There are no additional charges for training, travel, licenses or professional services.

3. **PAYMENT TERMS:** Invoices are to be submitted in arrears to the requesting department's ship-to address, unless otherwise directed in this Contract. Contractor shall reference the Contract number on all invoice(s). Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

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

4. **PAYMENT - ELECTRONIC FUNDS TRANSFER (EFT)**

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

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

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

- A. Contractor's name or DBA;
- B. Contractor's address;
- C. Contractor's remittance address (if different from line B);
- D. Contractor's Federal Taxpayer's ID number;
- E. Billed to the County of Orange or Orange County Probation Department;
- F. Delivery/Service Address
- G. Invoice number;
- H. Invoice date;
- I. Goods/services ordered date;
- J. Goods/services description; quantity, prices;
- K. Contract Number **MA-057-22010600**
- L. Sales tax, if applicable;
- M. Freight/delivery charges, if applicable; and
- N. Total Invoice Amount.

Invoices shall itemize all fees, including all applicable Federal, State Tax and/or any other applicable tax and/or environmental fees as separate line items when invoicing.

**Invoice and support documentation shall be mailed to:**

COUNTY OF ORANGE  
PROBATION: ACCOUNTS PAYABLE  
PO BOX 10260  
SANTA ANA, CA 92711-0260

**Or**

**Email to [Prob-AP@prob.ocgov.com](mailto:Prob-AP@prob.ocgov.com) (preferred)**

The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction

**Signature Page**

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

**Satellite Tracking of People, LLC.\***

*\* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

Gregory Utterback

Chief Development Officer

Name

DocuSigned by:  
*Gregory Utterback*  
14F7C8FF5D74447...

Title

10/27/2021

Signature

Dated

*\*The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief of Financial Officer; 4) Assistant Treasurer.*

Name

Title

Signature

Dated

**COUNTY OF ORANGE**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

County of Orange, California

**APPROVED AS TO FORM:**

**COUNTY COUNSEL**

ORANGE C

DocuSigned by:  
*[Signature]*  
FBE1219E589F48D...

By: \_\_\_\_\_

Dated: 10/29/2021

Deputy County Counsel

**ATTACHMENT A****JUVENILE COURT ADMINISTRATIVE ORDERS OF THE ORANGE COUNTY SUPERIOR COURT****No. A-100-2-2013 – “MEDIA AND PUBLIC ACCESS; CONFIDENTIALITY;  
PHOTOGRAPHY/AUDIO/VIDEO RECORDING” DATED JANUARY 21, 2014**

Chambers of  
**MARIA D. HERNANDEZ**  
PRESIDING JUDGE OF JUVENILE COURT

**Superior Court of California  
County of Orange**

341 THE CITY DRIVE  
ORANGE, CA 92868  
PHONE: (657) 622-5502

**Orange County Juvenile Court  
Administrative Order: A-100-2-2013  
Juvenile Court Proceedings: Media and Public Access;  
Confidentiality; Photography/Audio/Video Recording.**

**A. Applicability of Order:**

1. This administrative order shall supplement Welfare and Institutions Code, Sections 346, 676, 676.5, and California Rules of Court, Rule 5.530, regarding the admittance of persons, agencies and organizations to juvenile court proceedings. (All statutory references shall be to the Welfare and Institutions Code, and all references to rules shall be to the California Rules of Court, unless otherwise noted.) To the extent that this order conflicts with Sections 346, 676, 676.5, or Rule 5.530, the statute or rule shall control.
2. This administrative order shall supplement California Rules of Court, Rule 1.150, and Orange County Superior Court, Local Rules 180 and 906, regarding media coverage of courtroom proceedings, and shall be applicable only as to the proceedings of the Orange County Juvenile Court. To the extent that this order conflicts with Rule 1.150 (as constrained by Sections 346 and 676, or Rule 5.530), or Local Rule 180, the rules shall control.
3. This administrative order shall supplement Section 827(a)(4), and Orange County Superior Court, Local Rule 903.3, regarding the non-dissemination of information relating to the content of the juvenile case file or proceedings, and shall apply to all persons who are permitted access to juvenile court proceedings. To the extent that this order conflicts with Section 827, or Local Rule 903.3, the statute or rule shall control.
4. This administrative order supersedes all prior Juvenile Court administrative orders addressing public and/or media access, including administrative orders number 11/010-903 and 11/009-906, the Juvenile Court Exchange of Information and Media Policy, signed September 23, 2010, and all such orders are rescinded. All prior miscellaneous orders authorizing access to specifically identified persons or organizations remain in full force and effect, unless expressly rescinded by the Presiding Judge of Juvenile Court.

**B. Admission to Juvenile Court proceedings:**

1. Except as otherwise addressed herein, the persons entitled to be present at Juvenile Court proceedings are those persons described in Sections 676 and 676.5, and Rule

Superior Court of California  
County of Orange

January 21, 2014

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5.530. No other person shall be admitted into a Juvenile Court proceeding, except upon express authorization of a judicial officer of the Juvenile Court, pursuant to this order.

2. All assigned judicial officers of the Juvenile Court shall have the discretion to admit into their assigned courtroom, only, any person who may be admitted, pursuant to Sections 346 and 676, and Rule 5.530. No Juvenile Court judicial officer, except the Presiding Judge of Juvenile Court, shall have the discretion to admit such persons to any other courtroom other than the judicial officer's own courtroom.
3. Members of the "media", as defined in Rule 1.150, shall be admitted to Juvenile Court proceedings to the same extent and under the same limitations as members of the public are admitted, pursuant to Section 676(a), for the crimes listed in subdivisions (1) through (28). Members of the media shall be subject to all orders of the Court issued pursuant to subdivisions (b), (c), (d) and (e), of Section 676.
  - a) No Juvenile Court judicial officer, except the Presiding Judge of Juvenile Court, shall have the authority to authorize the admission of members of the media to any Juvenile Court proceeding, except pursuant to Section 676(a).
  - b) No Juvenile Court judicial officer, except the Presiding Judge of Juvenile Court, shall have the discretion to authorize "media coverage", as defined in Rule 1.150 (regarding photographing, recording or broadcasting), as to any Juvenile Court proceeding, including public proceedings pursuant to Section 676(a).
  - c) Authorization for media coverage, by the Presiding Judge of Juvenile Court, shall be made pursuant to Rule 1.150, Local Rule 180, and this administrative order.
4. All persons with a direct and legitimate interest in the particular case or the work of the court desiring admission to Juvenile Court proceedings (except those admitted into a specific courtroom by the assigned judicial officer), including persons conducting research, students, public or private agencies and organizations, and members of the news media, shall seek authorization from the Presiding Judge of Juvenile Court, by contacting Juvenile Court Administration.
  - a) In the exercise of its sound discretion in determining whether to authorize admission, the Presiding Judge of Juvenile Court considers and balances many competing factors, including:
    - The stated reason or purpose for seeking access;
    - The agency or organization with whom the person seeking access is associated with, if any, and the function, purpose, mission and goals of the agency or organization;
    - Whether the person is seeking information of a general nature about the Court or the juvenile justice system, or information regarding a particular case, minor, family or party to a matter;
    - The age of the minor[s] and the alleged facts and circumstances of the case or cases to which the requesting person is seeking admission;
    - The privacy and confidentiality rights of the children and caretakers before the court and the highly sensitive nature of the child and family issues involved in the cases before the Juvenile Court;
    - The stated concerns or objections of any party to the matters pending before the Court as to the admission of the requesting person;
    - The best interests of all minors with matters pending with the Court;

Superior Court of California  
County of Orange

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- The feasibility of orders and measures to prevent or mitigate any negative impact to the child;
  - The beneficial societal values promoted by public access. (See: *San Bernardino County v. Superior Court* (1991) 232 Cal.App.3d 188, 210 – 203.)
- b) Persons seeking admission to Juvenile Court proceedings may submit a request in writing that addresses the factors listed in subparagraph (a).
5. Except for persons associated with a party to a particular case whose presence was requested by the parent, guardian or minor, all persons admitted into Juvenile Court proceedings, because they have been determined to have a direct and legitimate interest in the particular case or the work of the court, before attending a proceeding, shall be required to report to Juvenile Court Administration to sign an acknowledgement of the provisions of this administrative order.
- C. Prohibition against publication or dissemination of information regarding Juvenile Court proceedings:**
1. Pursuant to Sections 300.2 and 827(a)(4), Local Rule 903.3 is reiterated, to wit: with the exception of cases involving offenses listed in Section 676, any member of the public admitted into a Juvenile Court proceeding shall not publish or disseminate any information regarding any matter heard by the Juvenile Court, including but not limited to: the identity of any party, attorney, probation officer, social worker, witness, therapist; the allegation made in the petition[s]; the facts and circumstances of the matter; the orders and findings by the Court, unless permitted by statute, rule or court order.
- a) The terms "publish or disseminate" means: revealing information to any person, by any means, including through television, radio, newspapers, magazines, email, the Internet, or any form of social media, such as Facebook, Twitter, YouTube, Instagram, blogs, or any other form of personal communication.
2. News media, researchers, students or academic institutions may publish or disseminate of information regarding Juvenile Court proceedings only to the extent authorized and limited by an express order by the Presiding Judge of Juvenile Court.
- D. Use of cellular telephones, recording or photographing Juvenile Court proceedings:**
1. Use of cellular phones in a Juvenile Court courtroom by all persons is prohibited. Use of cellular phones includes: making or receiving phone calls, making or replying to text messages, accessing for any purpose the Internet, including posting messages on Facebook, Twitter or Instagram, or playing games.
- a) Persons may utilize cellular phones in the public hallways of the courthouse, so long as such use does not disrupt the operation and business of the Court.
- b) Orange County Sheriff's Department personnel are authorized to admonish or remove from the courtroom any person using a cellular device in a courtroom or disrupting the operation and business of the Court, immediately seize the cellular device, and/or remove the person from the courthouse.
2. The Court finds that use of cellular telephones in the courtroom by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court

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staff is necessary for the efficient operation and conduct of Court proceedings. Therefore, such persons are authorized to use such devices in the courtroom, so long as such use is related to Court proceedings and operations, the proceedings and operations of the business of such person's agencies and firms, or other business related matters.

- a) Use of cellular devices by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff may not disrupt the proceedings before the Court.
  - b) All judicial officers of the Juvenile Court may make orders further limiting or prohibiting the use of cellular devices by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff in the judicial officer's assigned courtroom.
3. No person (including attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff) may take photographs or make audio and/or video recordings of any Juvenile Court proceedings.
    - a) Juvenile Court adoption proceedings may be photographed and/or recorded, solely for the personal use of the family. All judicial officers of the Juvenile Court may make orders further limiting or prohibiting such recording in the judicial officer's assigned courtroom.
  4. Photography, audio or video recording, by any means, by members of the public and the media is prohibited in any part of the Lamoreaux Justice Center, including the lobby areas, hallways, stairs, elevators, conference rooms or areas, unless expressly authorized by the Presiding Judge of Juvenile Court.

**E. Media admission and coverage of Juvenile Court proceedings:**

1. **Requests for admission of media:** Other than members of the media admitted pursuant to Section 676(a), all requests by members of the media to be admitted to Juvenile Court proceedings shall be directed to the Presiding Judge of Juvenile Court.
  - a) Members of the media seeking admission to Juvenile Court proceedings may make such requests in writing, addressing the factors the Court considers and balances concerning the admission of persons with a direct and legitimate interest in a particular case or the work of the Court.
2. **Requests for "media coverage":** All requests for "media coverage" (for photographing, recording or broadcasting) of any Juvenile Court proceeding, including proceedings under Section 676(a), shall be made in compliance with Rule 1.150, Local Rule 180 and this administrative order, and by submitting to the Presiding Judge of Juvenile Court Judicial Council forms MC-500 and MC-510.
  - a) Forms MC-500 and MC-510 shall be filed at Juvenile Court Administration (Lamoreaux Justice Center, second floor), in person or by facsimile (622-657-8384). Requests for media coverage of a matter set for a morning hearing shall be filed by 4:00 p.m. of the prior business day, and requests coverage of an afternoon hearing shall be filed by 10:00 a.m. the day of the hearing. Failure to timely file a request may result in the denial of coverage for that reason.



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- b) Upon receipt of a request for media coverage, Juvenile Court Administration shall immediately deliver the request to the Presiding Judge of Juvenile Court and to the Court Public Information Office.
  - c) The clerk must promptly notify the parties that a request has been filed.
3. **Limitations on coverage:** Unless expressly authorized by order of the Presiding Judge of Juvenile Court, in addition to the limitations on coverage set forth in Local Rule 180, the following limitations shall apply to authorized media coverage at the Juvenile Court:
- a) Photography or video recording of minor shall be restricted to the back of the individual, from the shoulders and below. The face, profile and back of the head of the minor, or any member of the minor's family, shall not be recorded.
  - b) Photography or audio or video recording in a courtroom when the Court is not in session and formally on the record is prohibited.
  - c) Photography or audio or video recording of the minor and/or the family that is the subject of a Juvenile Court proceeding in the plaza area, sidewalks, streets and parking lots immediately adjacent to the Lamoreaux Justice Center is prohibited.
  - d) When authorized, photography or audio or video recording of any person, whether within the interior or at the exterior of the Lamoreaux Justice Center, must be restricted so as to preclude any recording of persons in the background and not part of the authorized recording.
4. **Pooling media coverage:** Media coverage inside of a Juvenile Court courtroom shall be limited to one still camera and one video camera. Therefore, media organizations and agencies shall make arrangements for the pooling of photographic and video recording resources.
- a) Members of media organizations and agencies permitted to photograph and/or make video recordings of proceedings shall share any photographs or video with other media organizations or agencies.
5. **Media identification:** All members of the media must prominently display identification identifying the person as a member of the media, while inside or at the plaza area, sidewalks, streets and parking lots immediately adjacent to the Lamoreaux Justice Center.
6. **Check-in:** Upon arrival at the Juvenile Court, all members of the media shall inform the Juvenile Court receptionist (located on the second floor) of their presence, and the purpose for their presence, including the name of the case or minor that they seek to cover.
- a) In addition to checking in with Juvenile Court reception, upon arrival at the Lamoreaux Justice Center, all members of the media with cameras or other audio or video recording equipment shall advise officers of the Orange County Sheriff's Department, and shall obey their instructions regarding the movement, staging and use of such equipment.
  - b) Members of the media must arrive at the Juvenile Court in sufficient time so as not to delay the calling of a matter, including time to set-up any cameras or recording equipment. The Court will not delay calling a matter to wait for the arrival of members of the media or for the set-up of equipment, regardless of an order granting media admission and/or coverage.

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c) When a member of the media checks-in, the Juvenile Court receptionist shall immediately advise the courtroom clerk where the matter is calendared and the Presiding Judge of Juvenile Court.

7. **Admission into the courtroom:** When authorized by order of the assigned judicial officer or the Presiding Judge of Juvenile Court, when advised of the presence of the media, courtroom staff, including Sheriff's personnel, shall facilitate the admission of the media into the courtroom for the matter they are authorized to cover.

a) Courtroom staff, including Sheriff's personnel, shall admit members of the media into the courtroom in sufficient time for equipment set-up so as not to delay the calling of the matter.

**F. Minors in juvenile institutions:**


1. The term "juvenile institution" means: any jail, lock-up, juvenile hall, secure and non-secure detention facilities used to house juveniles; any juvenile day centers, ranches and camps; any emergency shelter home, group home, or foster home; operated by or on behalf of the Orange County Probation Department and/or Orange County Social Services Agency.

2. Except as expressly authorized by the Presiding Judge of Juvenile Court, interviews by the media of any juvenile housed in or attending a juvenile institution is prohibited.

3. Except as expressly authorized by the Presiding Judge of Juvenile Court, photography, audio or video recording, by any means, by members of the public and the media of any juvenile housed in or attending a juvenile institution is prohibited.

SO ORDERED.

Date: 1/21/14

  
\_\_\_\_\_  
Maria D. Hernandez  
Presiding Judge of Juvenile Court

ORDER NO. 12/003-903 - "EXCHANGE OF INFORMATION" DATED MAY 7, 2018

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
LAMOREAUX JUSTICE CENTER  
JUL 05 2018

DAVID M. YAMASAKI, Clerk of the Court  
J. WATLEY, DEPUTY

JUVENILE COURT ADMINISTRATIVE ORDER NO. 12/003-903

Revised: May 7, 2018

EXCHANGE OF INFORMATION

Considering recent changes to the California Welfare and Institutions Code (hereinafter "WIC") which pertain to the disclosure of juvenile case files<sup>1</sup>, this Administrative Order (No. 12/003-903) (hereinafter "Order") is now revised as set forth below.

The exchange and/or dissemination of information from within a juvenile case file may be authorized as follows:

1. In WIC Section 709 Proceedings

In proceedings wherein a doubt has been declared as to a current ward's competency pursuant to WIC Section 709, there may be an exchange of information concerning a current ward "only among all private or public agencies providing case planning, eligibility, and/or services delivered. This authorization includes, but is not limited to, the Orange County Probation Department, the Orange County Social Services Agency, the Orange County Health Care Agency, the Orange County Department of Education, the Regional Center of Orange County,... local school", and the Orange County Public Defender's Office. (Super. Ct. Orange County, Local Rules, Rule 903.1; see also Superior Court of California, County of Orange Administrative Order re: Competency (WIC § 709); Administrative Order No. 13/010, Revised: March 7, 2013.) For minors who have not yet been declared wards of the Orange County Juvenile Court and for whom a doubt as to competency has been

<sup>1</sup> For purposes of this Order, a "juvenile case file" means dependency or delinquency files maintained by the court, probation, social services agency and law enforcement. The file includes "all documents filed in a juvenile court case", "[r]eports to the court by probation officers, social workers of child welfare services programs, and CASA volunteers", "[d]ocuments made available to probation officers, social workers of child welfare services programs, and CASA volunteers in preparation of reports to the court", "[d]ocuments relating to a child concerning whom a petition has been filed in juvenile court that are maintained in the office files of probation officers, social workers of child welfare services programs, and CASA volunteers", "[t]ranscripts, records, or reports relating to the matters prepared or released by the court, probation department, or child welfare services program", and "[d]ocuments, video, or audio tapes, photographs, and exhibits admitted into evidence at juvenile court hearings." (Cal. Rules of Court, Rule 5.552, subd. (a); see also Cal. Welf & Inst. Code, § 827, subd. (e).)

1 declared pursuant to WIC Section 709, the exchange of information concerning the youth is governed  
2 by Administrative Order No. 13/010, Revised: March 7, 2013.

3 *2. To victims for whom restitution has been ordered*

4 Pursuant to WIC Sections 730.6 and 730.7 and Penal Code Section 1214, the victim(s) is  
5 entitled to obtain all information allowed by law to pursue collection of restitution as if it were a money  
6 judgment. Upon request by a victim, the Orange County Probation Department is authorized to provide  
7 the victim(s) with a recorded abstract of judgment to enforce any restitution order pursuant to Penal  
8 Code Section 1214, subdivision (b).

8 *3. As attachments to Social Service Agency reports filed with the Juvenile Court*

9 On Dependency matters only, in order to promote the efficient exchange of discoverable  
10 documents, the Social Service Agency may attach police reports, medical records, and other documents  
11 to reports filed with the Court, and such attached documents shall be deemed reproduced in full within  
12 the body of the report itself, for the purposes of determining the admissibility of the information  
13 contained in such documents, within the meaning of WIC Section 355. All parties retain all rights to  
14 object to the admissibility of all or a portion of the information contained in such documents, only to  
15 the extent that a party could object had the information been reproduced in the body of the report itself.  
16 With respect to any attachments to reports, as set forth in Rule 903.1 of the Orange County Superior  
17 Court Local Rules, the Social Service Agency shall ensure compliance with all applicable statutes,  
18 rules or regulations regarding the confidentiality of such records and/or the information contained  
19 therein, including, but not limited to: Penal Code Sections 293, 11167, and 11167.5, as well as the  
20 Health Insurance Portability Act (HIPAA). Additionally, "[u]pon request by any party or on its own  
21 motion, a juvenile court judicial officer may order that all or a portion of any attachments to reports be  
22 sealed, placed in a confidential envelope; or any information contained within any attachments be  
23 redacted; or dissemination of any attachments or information contained therein be restricted, pursuant  
24 to Welfare and Institutions Code, section 827." (Super. Ct. Orange County, Local Rules, Rule 903.1.)

1           4. *To the Social Security Administration*

2           The Probation Department and the Social Services Agency may release information from a  
3 juvenile case file to the Social Security Administration for purposes of securing benefits for wards or  
4 dependents. (See Cal. Welf. & Inst. Code, § 16501.1, subs. (g)(13) & (g)(16), § 11400 and § 10850;  
5 see also 42 U.S.C. § 675 subs. (1) & (8) and 42 U.S.C. § 671, subd. (a)(16).)

6           5. *Law Enforcement Agencies and Federal Officials*

7           The exchange and/or dissemination of information from a juvenile case file to law enforcement  
8 agencies is governed by WIC Sections 827 and 828. Additionally, WIC Section 831 precludes the  
9 disclosure and/or dissemination “of juvenile information to federal officials absent a court order of the  
10 judge of the juvenile court upon filing a petition as provided” in WIC Section 827, subdivisions  
11 (a)(1)(P) or (a)(4). For purposes of Section 831, “[j]uvenile information’ includes the ‘juvenile case  
12 file’ as defined in subdivision (e) of Section 827, and information related to the juvenile, including, but  
13 not limited to, name, date or place of birth, and the immigration status of the juvenile that is obtained  
14 or created independent of, or in connection with, juvenile court proceedings about the juvenile and  
15 maintained by any government agency, including, but not limited to, a court, probation office, child  
16 welfare agency, or law enforcement agency.” (Cal. Welf. & Inst. Code, § 831, subd. (e).)

17           6. *Child Death Review Team*

18           Information including but not limited to autopsy reports, criminal records, mental health  
19 records, physical health records, drug or alcohol information and reports, child abuse reports, and  
20 dependency case information may be shared with and among members of the Orange County Child  
21 Death Review Team. Team members must be advised on confidentiality guidelines and sign a  
22 confidentiality statement.

23           7. *To foreign consulates*

24           The release and exchange of information concerning minors of foreign nationality, who are  
wards or dependents of the Juvenile Court or are subject of a petition to declare the minor a ward, or  
are the subject of an application for such petition, to the consulate of the appropriate government is

1 governed by WIC Section 10609.95 and Orange County Juvenile Court Miscellaneous Order No.  
2 688.2, Revised: May 7, 2018.

3 8. *In all other instances.*

4 In all other instances, the disclosure of juvenile case files, the exchange of information between  
5 and among agencies concerned with court matters affecting children, the presence of persons at  
6 Juvenile Court proceedings, and media coverage of Juvenile Court matters shall be governed by WIC  
7 Sections 345, 346, 675, 676, 676.5, 827, 827.10, 827.11, 827.12, 827.15, 827.2, 827.5, 827.26, 827.7,  
8 827.9, 828, 828.1, 828.3, 829, 830 and 831, as well as California Rules of Court, Rules 5.530, 5.552,  
9 and 5.553, Orange County Superior Court Local Rules 903 et seq., and this Order.

10 Information from a juvenile case file, received by an authorized recipient, shall be safeguarded  
11 from unauthorized access or disclosure and shall not be further released to any person or agency not  
12 authorized to receive such information by statute, court order, or other lawful process. No person or  
13 entity may copy or inspect confidential psychological, medical, or educational information absent an  
14 order from the Presiding Judge of the Juvenile Court.

15 This Order is to remain in effect until otherwise ordered by the Presiding Judge of Juvenile  
16 Court. In the event a conflict arises between this Order and the statutes or rules, the statutory and rule  
17 provisions control.

18 Dated this 5th of July 2018

19   
20 JOANNE MOTOIKE  
21 PRESIDING JUDGE of JUVENILE COURT

ATTACHMENT B



STATE OF CALIFORNIA  
HDC 0004B  
(Orig. 11/2005; Rev. 03/2010)

DEPARTMENT OF JUSTICE  
PAGE 1 of 2

CLETS PRIVATE CONTRACTOR  
MANAGEMENT CONTROL AGREEMENT

Agreement to allow California Law Enforcement Telecommunications System (CLETS) access by

Orange County Probation Department

CA030023G

(Public law enforcement/criminal justice agency)

(ORI)

to Satellite Tracking of People, LLC.

(Private Contractor)

to perform Continuous Electronic Monitoring Services Using GPS Equipment services on its behalf.

(Type of service)

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Access to the CLETS is authorized to public law enforcement and criminal justice agencies (*hereinafter referred to as the CLETS subscribing agency*) only, which may delegate the responsibility of performing the administration of criminal justice functions (e.g., dispatching functions or data processing/information services) in accordance with the Federal Bureau of Investigation's (FBI) Criminal Justice Information Services (CJIS) Security Addendum to a private contractor. The private contractor may access systems or networks that access the CLETS on behalf of the CLETS subscribing agency to accomplish the above-specified service(s). This agreement must be received by the California Department of Justice (CA DOJ) prior to the subscribing agency permitting access to the CLETS. The performance of such delegated services does not convert that agency into a public criminal justice agency, not automatically authorize access to state summary criminal history information. Information from the CLETS is confidential and may be used only for the purpose(s) for which it is authorized. Violation of confidentiality requirements or access authorizations may be subject to disciplinary action or criminal charges.

Pursuant to the policies outlined in the *CLETS Policies, Practices, and Procedures (PPP)* and the Federal Bureau of Investigation's (FBI) *CJIS Security Policy*, it is agreed the CLETS subscribing agency will maintain responsibility for security control as it relates to the CLETS access. Security control is defined as the ability of the CLETS subscribing agency to set, maintain, and enforce:

1. Standards for the selection, supervision, and termination of personnel. This does not grant hiring/firing authority to the CLETS subscribing agency, only the authority to grant CLETS access to personnel who meet these standards and deny it to those who do not.
2. Policies governing the operation of computers, access devices, circuits, hubs, routers, firewalls, and other components that make up and support a telecommunications network and related CA DOJ criminal justice databases used to process, store, or transmit criminal justice information, guaranteeing the priority, integrity, and availability of service needed by the criminal justice community.

Security control includes, but is not limited to, the supervision of applicable equipment, systems design, programming, and operating procedures associated with the development, implementation, and operation of any computerized message-switching or database systems utilized by the served law enforcement agency or agencies. Computer sites must have adequate physical security to protect against any unauthorized viewing or access to computer terminal, access devices, or stored/printed data.



STATE OF CALIFORNIA  
HDC 0004B  
(Orig. 11/2005; Rev. 03/2010)

DEPARTMENT OF JUSTICE  
PAGE 2 of 2

### CLETS PRIVATE CONTRACTOR MANAGEMENT CONTROL AGREEMENT

Additionally, it is the responsibility of the CLETS subscribing agency to ensure that all private contractors receiving information from the CLETS meet the minimum training, certification, and background requirements that are also imposed on the CLETS subscribing agency's staff. The minimum requirements are applicable also to staff having access to record storage areas containing information from the CLETS. The minimum requirements include, but are not limited to:

1. Prior to allowing the CLETS access, train, functionally test, and affirm the proficiency of all the CLETS computer operators to ensure compliance with the CLETS and the FBI's National Crime Information Center (NCIC) policies and regulations, if applicable. Biennially, provide testing and reaffirm the proficiency of all the CLETS operators, if applicable.
2. State and FBI criminal offender record information searches must be conducted prior to allowing access to the CLETS computers, equipment, or information. If the results of the criminal offender record information search reveal a record of any kind, access will not be granted until the CLETS subscribing agency can review the matter to decide if access is appropriate. If a felony conviction of any kind is found, access shall not be granted.
3. Each individual must sign a CLETS Employee/Volunteer Statement form (HDC 0009) prior to operating or having access to CLETS computers, equipment, or information.

In accordance with CLETS/NCIC policies, the CLETS subscribing agency has the responsibility and authority to monitor, audit, and enforce the implementation of this agreement by the private contractor. The private contractor agrees to cooperate with the CLETS subscribing agency in the implementation of this agreement and to accomplish the directives for service under the provisions of this agreement. The CLETS Management Control Agreement (HDC 0004B) shall be updated when the head of either agency changes or immediately upon request from the CA DOJ.

By signing this agreement, the vendors and private contractors certify they have read and are familiar with the contents of (1) the FBI's CJIS Security Addendum, (2) the NCIC 2000 Operating Manual, (3) the FBI's CJIS Security Policy, (4) Title 28, Code of Federal Regulations, Part 20, and (5) the CLETS PPP and agree to be bound by their provisions. Criminal offender record information and related data, by its very nature, is sensitive and has potential for great harm if misused. Access to criminal offender record information and related data is therefore limited to the purpose(s) for which the CLETS subscribing agency has entered into the contract. Misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; use, dissemination, or secondary dissemination of information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. Accessing the system for an appropriate purpose and then using, disseminating, or secondary dissemination of information received for another purpose other than execution of the contract also constitutes misuse. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

\_\_\_\_\_  
Signature (CLETS Subscribing Agency Head)

Steven J. Sentman, Chief Probation Officer  
\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

DocuSigned by:

*Gregory Utterback*  
\_\_\_\_\_  
14F7C8FF5D74447...  
Signature (Private Contractor Agency Head)

Gregory Utterback, Chief Development officer  
\_\_\_\_\_  
Print Name and Title

10/27/2021  
\_\_\_\_\_  
Date



Exhibit 1



STATE OF CALIFORNIA  
HDC 0012  
(Orig. 02/2009, Rev. 04/2016)

DEPARTMENT OF JUSTICE  
PAGE 1 of 1

FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM

PRINT

RESET

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

\_\_\_\_\_  
Printed Name/Signature of Contractor Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Signature of Contractor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization and Title of Contractor Representative

**Exhibit 2**

**EMPLOYEE/VOLUNTEER STATEMENT FORM**  
**USE OF CLETS CRIMINAL JUSTICE INFORMATION**  
**AND DEPARTMENT OF MOTOR VEHICLES RECORD INFORMATION**

As an employee/volunteer of \_\_\_\_\_, you may have access to confidential criminal records, Department of Motor Vehicle records, or other criminal justice information, much of which is controlled by statute. All access to California Law Enforcement Telecommunications System (CLETS) related information is based on the need-to-know and the right-to-know. Misuse of such information may adversely affect an individual(s) civil rights, and violates the law and/or CLETS policy.

Penal Code section 502 prescribes the penalties relating to computer crimes. Penal Code sections 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be released. Penal Code sections 11141-11143 and 13302-13304 prescribe penalties for misuse of public record and CLETS information. California Vehicle Code section 1808.45 prescribes the penalties relating to misuse of Department of Motor Vehicle record information. Penal Code sections 11142 and 13303 state:

Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor.

Any person/volunteer who is responsible for CLETS misuse is subject to immediate dismissal from employment. Violations of the law may result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF ALL CLETS ACCESSIBLE INFORMATION.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

**Exhibit 3**

**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 \_\_\_\_\_, 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 Probation Juvenile Court Services Assistant Division Director within five (5) business days of start of employment.

**Exhibit 4**

**EMPLOYEE ACKNOWLEDGMENT OF EMPLOYER**

I acknowledge that I am an employee of \_\_\_\_\_ and not of the County of Orange.

I understand that my employer, \_\_\_\_\_ 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)**