

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY**

DEPT: Sheriff

BOARD AGENDA #: *B-11

AGENDA DATE: March 22, 2016

SUBJECT:

Approval to Award a Contract to Behavioral Interventions, Inc. to Provide Electronic Monitoring Services to the Probation Department and Sheriff's Department from April 1, 2016 through January 31, 2021

BOARD ACTION AS FOLLOWS:

No. 2016-152

On motion of Supervisor Withrow, Seconded by Supervisor DeMartini
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION: This Item was removed from the consent calendar for discussion and consideration.

ATTEST:


ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Sheriff
Urgent ☐ Routine ☒

BOARD AGENDA #: *B-11

AGENDA DATE: March 22, 2016

CEO CONCURRENCE: 

4/5 Vote Required: Yes ☐ No ☒

SUBJECT:

Approval to Award a Contract to Behavioral Interventions, Inc. to Provide Electronic Monitoring Services to the Probation Department and Sheriff's Department from April 1, 2016 through January 31, 2021

STAFF RECOMMENDATIONS:

1. Award a contract to Behavioral Interventions, Inc. for Electronic Monitoring Services at Probation and Sheriff's Department for the period of April 1, 2016 through January 31, 2021.
2. Authorize the Purchasing Agent to sign a contract with Behavioral Interventions, Inc.

DISCUSSION:

In April 2002 the Probation Department and the Sheriff's Department entered into a shared agreement with Behavioral Interventions, Inc. (BI). for electronic monitoring services for criminal offenders. In 2008 a Request for Proposal (RFP) was conducted and the contract was again awarded to BI who has continued to provide electronic monitoring service to Stanislaus County ever since. The current contract is set to expire March 30, 2016.

Staff members from Probation and the Sheriff's Department working with the General Services Agency (GSA) Purchasing Division developed a new RFP process in order to request vendors to provide electronic monitoring services for inmates of both Probation and Sheriff Departments. The RFP was posted and possible bidders were notified on October 8, 2015. The RFP set out the requirements the Departments had for an electronic monitoring system and the criteria by which each proposal would be evaluated. A mandatory pre-conference meeting was held at 1010 10th Street so that all interested parties could participate by phone or in person and review the RFP with County staff, as well as ask any questions that were not answered in the RFP document. The closing date for each vendor to submit proposals was November 12, 2015. Vendor financials were evaluated on a pass/fail basis, then a point system was derived to grade each proposal on the overall submission, proposer's qualification (including industry experience and technical competence), their understanding of the project, reference checks, and pricing of the products.

As of the deadline on November 12, 2015, four proposals had been received by GSA from Behavioral Interventions, Scram Systems, Track Group and 3M Electronic Monitoring. All four proposers passed the Phase I financial evaluation. Phase II began with demonstrations of the

Approval to Award a Contract to Behavioral Interventions, Inc. to Provide Electronic Monitoring Services to the Probation Department and Sheriff's Department from April 1, 2016 through January 31, 2021

products from each proposer so staff from each department could see the actual equipment that was being offered and ask questions about its performance/use. After completing the demonstration, evaluations were performed on the proposals by the Evaluation Committee with the biggest factor being the quality of the products offered in connection with this proposal. Once those scores were compiled the Evaluation Committee met with Purchasing to review pricing in Phase III. Pricing scores were assigned to each proposal with the lowest overall pricing of the desired products/services receiving the most points. Each subsequent proposal was awarded a lower score depending on the percentage difference from the lowest proposer. Once the pricing was scored the overall scores were compiled and the vendors were ranked in order with Behavioral Interventions (BI) selected as the recommended vendor. The chart below shows the final ranking for all proposals evaluated through the RFP process.

RFP 15-44-CB

Rank	Vendor	Total Score
1	Behavioral Interventions	99.38
2	SCRAM Systems	93.00
3	Track Group	78.95
4	3M Electronic	73.61

The electronic monitoring program provides benefits to the County by allowing more costly bed space at the Juvenile Hall and Adult Correctional Facilities to be available for higher risk detainees, allowing for effective management of the inmate population. Electronic monitoring holds offenders accountable by monitoring and restricting their movements within the community while still affording them the ability to attend school or maintain employment. The Sheriff's Department currently has approximately 1,215 detainees in custody and 177 participants released on electronic monitoring. The Probation Department is monitoring 75 participants on Global Positions Systems (GPS) as part of their terms and conditions of supervision. The Probation Department in the Juvenile division currently has approximately 96 detainees in custody and 36 participants released on electronic monitoring. As a general rule, only those individuals with the lowest security levels participate in one of the Jail Alternatives programs.

The proposed contract amount is not to exceed \$170,000 annually for Probation and not to exceed \$300,000 for the Sheriff. These costs reflect Radio Frequency Monitors at \$2.80 per day and GPS units at \$3.25 per day. These costs are reduced from the current contract price of \$4.28 per Radio Frequency Monitor and \$4.25 for GPS units. During Fiscal Year 2014-2015, the Sheriff's Department paid \$237,252 for Electronic Monitors and Probation paid \$169,520 for their usage of Electronic Monitors. Radio Frequency Monitors monitor an individual's proximity to a base station that is also positioned in the person's home. Once the individual wearing a monitoring device is out of range of the base station the system does not know where the person is. GPS monitors use GPS satellite positioning systems to monitor a person's location at all times.

Approval to Award a Contract to Behavioral Interventions, Inc. to Provide Electronic Monitoring Services to the Probation Department and Sheriff's Department from April 1, 2016 through January 31, 2021

The Sheriff's Department historically averages 158 adults daily on electronic monitoring and Probation averages 101 monitors. Each of the individuals in the monitoring program represents someone that would otherwise reside in one of the County's detention facilities with fewer resources to better their situation and costing more per day that they do under electronic monitoring. The Sheriff's Department currently charges most adult defendants a daily use fee of \$20 for Radio Frequency monitoring for those who apply to the Alternative Work Program. Electronic Monitoring is an option for selected individuals. The Probation Department does not charge because it uses the GPS as an effective risk management tool for supervising high-risk persons on probation who are likely to reoffend where prevention and knowledge of their whereabouts is a high priority for maintaining public safety. Probation identifies the individual who needs electronic monitoring, this is not a choice for the individual. Juveniles can be placed on electronic monitoring by order of the Court while they are going through the Court process, or as part of their commitment to serve time.

The Sheriff's Department average cost of housing an adult detainee is \$92.45 a day. The average cost of housing a Juvenile detainee is \$205 a day. The daily usage of this alternatives-to-custody equipment fluctuates depending on the population at the correctional facilities with increased usage when inmate populations increase.

The Probation Department currently uses 90 GPS units for high-risk adult probationers. BI, along with the other bidders, offers a remote alcohol monitoring device which can test the user for alcohol usage, this is beneficial if there is a person who has been allowed on home release but must abstain from alcohol as a condition of that release. There are currently no remote alcohol testing devices in use by either department, but this option is available from the vendor at a cost of \$5.95 per monitor per day.

POLICY ISSUE:

The Board of Supervisors is authorized under California Penal Code 1203.016 to offer an electronic monitoring program to those inmates committed to any county detention facility in lieu of confinement. Behavioral Interventions has provided support for this program since April 2002; failure to renew the contract or to select another vendor would result in disruption or termination of the electronic monitoring program.

FISCAL IMPACT:

This electronic monitoring contract will begin on April 1, 2016 and expire January 31, 2021. Funding for this contract is included annually in the Sheriff and Probation Department's respective budgets. Each Department has sufficient appropriations to fulfill the contract commitment for the duration of the 2015-2016 Fiscal Year. The annual contract for the 2015-2016 Fiscal Year is \$450,000. For Budget Year 2016-2017 the estimated cost for the first full year of the contract is expected to be \$470,000. The increase in the contract is due to the anticipation of more inmates placed on electronic monitoring in the future. The Department is

Approval to Award a Contract to Behavioral Interventions, Inc. to Provide Electronic Monitoring Services to the Probation Department and Sheriff's Department from April 1, 2016 through January 31, 2021

only charged per device used. The majority of the program is funded by participant fees and funding provided through the Community Corrections Partnership. Below is the annual contract amount for Budget Year 2016-2017.

Cost of recommended action: \$ 470,000

Source(s) of Funding:

Inmate Use Fees \$ 100,000

Community Corrections Partnership 309,000

Funding Total: \$ 409,000

Net Cost to County General Fund \$ 61,000

Fiscal Year:

2016-2017

Budget Adjustment/Appropriations needed:

No

BOARD OF SUPERVISORS' PRIORITY:

The Board of Supervisors should decide whether the proposed contract for electronic monitoring supports the Board's priority for A Safe Community, Efficient Delivery of Public Services and Effective Partnerships by providing cost effective alternatives to custody for both the Probation and Sheriff's Departments.

STAFFING IMPACT:

Existing staff in Probation and the Sheriff's Department administer these alternatives to custody programs and no additional staff will be required in association with this agreement.

CONTACT PERSON:

Adam Christianson, Sheriff-Coroner, telephone (209) 525-7105

ATTACHMENT(S):

Agreement for Independent Contractor Services

Exhibit A to Independent Contractor Services Agreement

Attachment I-Scope of Work

Attachment 1

**AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES**

This Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and BI Incorporated doing business in California as BI Correctional Services, Inc. ("Contractor") as of _____, 2016.

Recitals

WHEREAS, the County has a need for electronic monitoring services for the County;
and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2. Consideration

2.1 County shall pay Contractor as set forth in Exhibit A.

BI Incorporated (Jan 2016)

2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6. Insurance

6.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which

BI Incorporated (Jan 2016)

requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

6.3 The Contractor shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

6.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

6.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-:VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

6.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of

BI Incorporated (Jan 2016)

this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum

BI Incorporated (Jan 2016)

of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex, or sexual orientation. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall

not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Attention: Purchasing Agent
PO Box 3229
Modesto, CA 95353-3229

To Contractor: BI Incorporated
Attn: Corp. Counsel
6400 Lookout Road
Boulder, CO 80301

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been

BI Incorporated (Jan 2016)

made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS


BI INCORPORATED

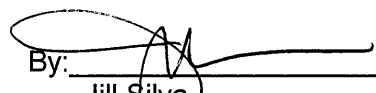
By: _____
Keith Boggs,
GSA Director/Purchasing Agent

By: _____
Ruth Skerjanec,
VP of Financial Planning

APPROVED AS TO CONTENT:
Sheriff Department

APPROVED AS TO CONTENT:
Probation Department

By:  3/3/16
Adam Christianson,
Sheriff-Coroner

By: _____
Jill Silva
Chief Probation Officer

APPROVED AS TO FORM:
John P. Doering, County Counsel

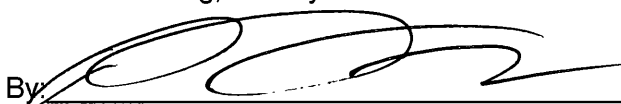
By: _____
Robert J. Taro,
Deputy County Counsel

EXHIBIT A

A. SCOPE OF WORK

1. The Contractor shall provide 24-hour continuous monitoring of offenders placed by the County on the Stanislaus County Sheriff's Department and Probation Department's Electronic Monitoring Program using equipment more particularly set forth in Attachment 1.
2. Contractor insures that all persons having access to its computer system, database or records of the County sign a Confidentiality Agreement upon hire and undergo a background check. All information is kept in complete confidence.
3. County is solely responsible for the decision to implement an Electronic Monitoring Program and assumes sole responsibility for the selection of offenders to be placed upon the program. Further, County is responsible for establishing terms and conditions of the Electronic Monitoring Program.
4. Contractor represents that its operation and facilities shall remain classified as a "Drug-Free Workplace" in accordance with the California standards established in SB1120, The Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and all employees have signed an agreement to adhere to the conditions of this policy.
5. Contractor shall provide all reports as directed by the County at no additional cost.
6. Contractor shall furnish 24-hour violation notification(s) as specified by the County at no additional cost.
7. Contractor shall provide all equipment, services and incidentals for Electronic Monitoring for the Stanislaus County Sheriff's Department and Probation Departments. All work shall be performed in compliance with all Federal, State and local laws, ordinances and codes and in a manner set forth by industry guidelines and standards.
8. All equipment and services provided by Contractor and the manner in which services are to be provided are more particularly set forth in County's Request for Proposal 15-44-CB, the Contractor's responding proposal (a portion of which is attached hereto as Attachment 1) and pricing response dated November 12, 2015, Notice to Proposers, Information for Proposers, General Conditions, as well as any plans, specifications, addenda, and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference. All of the foregoing documents, as may be applicable, together with this Agreement, comprise the contract and all services provided hereunder shall be performed in accordance therewith.

B. COMPENSATION

1. The Contractor shall be compensated for services provided hereunder in accordance with the Pricing Proposal Table attached hereto as Attachment 2. All costs including labor, materials, overhead and profit are included in the Daily Rate shown on the Pricing Proposal Table. Spares, lost and damaged equipment will be billable only if the County exceeds the allowance as set forth in the Pricing Proposal Table. Beyond applicable State and County taxes, there are no additional fees for any of the proposed products and services. Such tax shall be calculated only on the equipment portion of the Daily Rates.

2. Consultant shall submit monthly invoices in arrears for services under this Agreement as follows:

Stanislaus County Probation Dept.

Stanislaus County Probation Dept.

Attn: Business Manager

2215 Blue Gum Avenue

Modesto, CA 95358

Stanislaus County Sheriff's Dept.

Stanislaus County Sheriff's Dept.

Attn: Nicole Cossen

250 E. Hackett Road

Modesto, CA 95358

3. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$2,750,000 including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

C. TERM

Paragraph 3.1 is hereby amended to read as follows:

3.1 The term of this Agreement shall be from the date of the award, April __, 2016 through January __, 2021 unless sooner terminated as provided below. Either party may terminate this agreement for convenience and without cause upon providing thirty (30) days prior written notice to the other party.

D. PUBLIC AGENCY PARTICIPATION

If mutually agreeable to all parties, the terms and conditions of this Agreement may be extended to other government or publicly funded agencies. It shall be understood that all terms and conditions as specified herein shall apply.

Attachment 2

EXHIBIT A

TO THE
ELECTRONIC MONITORING SERVICE AGREEMENT
Agreement No. [REDACTED] ("Agreement")
between
BI INCORPORATED ("BI")
and
Stanislaus County, CA ("Agency")

Pursuant to Section 6 of the Electronic Monitoring Service Agreement referenced above, the cost to Agency for the services rendered by BI is as follows:

HOMEGUARD 200 UNIT CHARGES:

HomeGuard® 200 Unit Rental Charge:	\$ 1.10 per day per Unit provided from BI inventory.
HomeGuard 200 Monitoring Service Charge:	\$.75 per Unit per active day.
Total HomeGuard 200 Unit Charge:	\$ 1.85 per Unit per day.

ADDITIONAL SERVICES:

Freight: BI will pay for the cost of shipping Units and other Equipment, Supplies and accessories to and from Agency via ground delivery. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the additional cost of such alternative shipping method.

Twenty Percent (20%) HomeGuard 200 Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of HomeGuard 200 Units equal to, but not to exceed, 20% of that month's average number of active HomeGuard 200 Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive HomeGuard 200 Units in excess of the 20% allowance, Agency will incur a \$ 1.10 charge per unit per day.

Five Percent (5%) HomeGuard 200 Unit Loss or Damage: During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged HomeGuard 200 Units equal to, but not to exceed, 5% of the average daily total number of active HomeGuard Units in Agency's possession. Replacement costs for HomeGuard 200 Units in excess of the 5% allowance are the following: HomeGuard 200 Receiver - \$1,320.00 each and HomeGuard 200 Transmitter - \$575.00 each.

Reasonable Supplies: Service includes reasonable disposable field supplies as required by Agency.

Management of Self Pay Offenders: Throughout the month, the Agency may designate electronic monitoring program participants as "self pay Offenders". BI will invoice offenders at the end of the month for the number of days that they were monitored times the agreed upon billing rate for offenders. The invoice will include the current month charges as well as the balance due. The Agency may elect to have the offender invoice/statement sent directly to the offender or to the Agency for distribution. BI will accept money orders or cashiers checks from offenders for payment of invoices, (BI will not accept personal checks).

At the end of the month, BI will bill the Agency for the total number of days monitored for all active clients. The total amount due from the Agency is the number of active days multiplied by the contractual daily rate. BI will issue the Agency a credit on the Agency bill for the total of all offender payments collected during the month. The Agency is responsible for remitting to BI any remaining balance due on the invoice within the payment terms noted in the contract. As backup to the Agency bill, BI will provide to the Agency a Self Pay Roster detailing each Offender's billing and payment activity for the month.

SELF PAY CHARGES:

Self-pay	\$0.25 per unit per day
-----------------	-------------------------

HOMEGUARD 206 UNIT TERMS AND CHARGES:

HG206 HomeGuard Digital Cell Unit Rental Charge:	\$ 2.05 per day per Unit provided from BI inventory.
HG206 HomeGuard Digital Cell Monitoring Service Charge:	\$.75 per Unit per active day.
Total HG206 HomeGuard Digital Cell Unit Charge:	\$ 2.80 per Unit per day.

Freight: BI will pay for the cost of shipping Units and other Equipment, Supplies and accessories to and from Agency via ground delivery. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the additional cost of such alternative shipping method.

Twenty Percent (20%) HG206 HomeGuard Digital Cell Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of inactive HG206 HomeGuard Digital Cell Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive HG206 HomeGuard Digital Cell Units in excess of the 20% spares allowance, Agency will incur a \$ 2.05 charge per unit per day.

Five Percent (5%) HG206 HomeGuard Digital Cell Unit Loss or Damage: During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged HG206 HomeGuard Digital Cell Units equal to, but not to exceed, 5% of the average daily total number of active HG206 HomeGuard Digital Cell Units in Agency's possession. Replacement costs for HG206 HomeGuard Digital Cell Units above the 5% allowance are the following: HG206 HomeGuard Digital Cell Receiver - \$1,620.00 each and HG206 HomeGuard Digital Cell Transmitter - \$575.00 each.

Reasonable Supplies: Service includes reasonable disposable field supplies as required by Agency.

TAD UNIT TERMS AND CHARGES:

TAD ALCOHOL ONLY CHARGES:

TAD Monitoring Unit Rental Charge:	\$ 4.10	per Unit per day provided from BI inventory.
TAD Alcohol Only Monitoring Service Charge:	\$ 2.15	per Unit per active day.
Total TAD Alcohol Only Charge:	\$ 6.25	per Unit per day.

TAD WITH RF CHARGES:

TAD Monitoring Unit Rental Charge:	\$ 4.10	per Unit per day provided from BI inventory.
TAD with RF Monitoring Service Charge:	\$ 2.15	per Unit per active day.
Total TAD with RF Charge:	\$ 6.25	per Unit per day.

TAD PLUS CELLULAR – ALCOHOL ONLY CHARGES:

TAD Monitoring Unit Rental Charge:	\$ 4.10	per Unit per day provided from BI inventory.
TAD Cellular HomeBase Unit Rental Surcharge:	\$ 1.50	per Unit per day provided from BI inventory.
TAD Alcohol Only Monitoring Unit Service Charge:	\$ 2.15	per Unit per active day.
Total TAD Plus Cellular – Alcohol Only Charge:	\$ 7.75	per Unit per day.

TAD PLUS CELLULAR - WITH RF MONITORING CHARGES:

TAD Monitoring Unit Rental Charge:	\$ 4.10	per Unit per day provided from BI inventory.
TAD Cellular HomeBase Unit Rental Surcharge:	\$ 1.50	per Unit per day provided from BI inventory.
TAD with RF Monitoring Service Charge:	\$ 2.15	per Unit per active day.
Total TAD Plus Cellular - with RF Monitoring Charge:	\$ 7.75	per Unit per day.

ADDITIONAL SERVICES:

Freight: BI will pay for the cost of shipping Units and other Equipment, Supplies and Accessories to and from Agency via ground delivery. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the additional cost of such alternative shipping method.

Twenty Percent (20%) TAD Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of TAD Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Units in excess of the 20% allowance, Agency will incur a \$4.10 charge per unit per day.

Five Percent (5%) TAD Unit Loss or Damage: During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged Units equal to, but not to exceed, 5% of the average daily total number of active TAD Units in Agency's possession. Replacement costs for TAD Units above the 5% allowance are the following: TAD Ankle Bracelet - \$1,750.00 each; TAD HomeBase - \$1,750.00 each; and TAD fiber optic Strap - \$60.00 each. Ankle Bracelet and HomeBase = TAD Complete Unit.

Twenty Percent (20%) TAD Cellular HomeBase Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of TAD Cellular HomeBase Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Cellular HomeBase Units in excess of the 20% allowance, Agency will incur a \$ 1.50 charge per unit per day.

Five Percent (5%) TAD Cellular HomeBase Unit Loss or Damage: During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged active TAD Cellular HomeBase Units equal to, but not to exceed, 5% of the average daily total number of active TAD Cellular HomeBase Units in Agency's possession. Replacement cost for TAD Cellular HomeBase Units above the 5% allowance is \$2,250.00 each.

Reasonable Supplies: Service includes reasonable disposable field supplies as required by Agency.

DRIVE-BY MONITOR CHARGES:

Drive-BI Monitor: \$ 0 per unit per day, (no charge).

Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged Drive-BI Monitors. Replacement cost is \$1,500.00 each.

SOBRIETOR UNIT TERMS AND CHARGES:

CHARGES:

Sobrietor Unit Rental Charge: \$ 1.60 per day per Unit provided from BI inventory.

Sobrietor Monitoring Service Charge: \$ 1.15 per Unit per active day.

Total Sobrietor Unit Charge: \$ 2.75 per Unit per day.

ADDITIONAL SERVICES:

Freight: BI will pay for the cost of shipping Units and other Equipment, Supplies and accessories to and from Agency via ground delivery. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the additional cost of such alternative shipping method.

Twenty Percent (20%) Sobrietor Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of inactive Sobrietor Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive Sobrietor Units in excess of the 20% allowance, Agency will incur a \$1.60 charge per unit per day.

Five Percent (5%) Sobrietor Unit Loss or Damage: During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged Sobrietor Units equal to, but not to exceed, 5% of the average daily total number of active Sobrietor Units in Agency's possession. The replacement cost for a Sobrietor Unit in excess of the 5% allowance is \$1,995.00 each.

SL2 UNIT TERMS AND CHARGES:

SL2 Unit Rental Charge: \$ 2.80 per day per Unit provided from BI inventory.

SL2 Unit Monitoring Service Charge: \$ 3.15 per Unit per active day.

Total SL2 Unit Charge: \$ 5.95 per Unit per day.

ADDITIONAL SERVICES:

Freight: BI will pay for the cost of shipping Units and other Equipment, Supplies and accessories to and from Agency via ground delivery. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the additional cost of such alternative shipping method.

Twenty Percent (20%) SL2 Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of inactive SL2 Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive SL2 Units in excess of the 20% spares allowance, Agency will incur a \$ 2.80 charge per unit per day.

Five Percent (5%) SL2 Unit Loss or Damage: During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged SL2 Units equal to, but not to exceed, 5% of the average daily total number of active SL2 Units in Agency's possession. The replacement cost for a SL2 Unit in excess of the 5% allowance is \$800.00 each.

SL2 Accessories: BI will provide, at no charge to Agency, one (1) carrying case, one (1) charger, and five (5) mouthpieces per Unit supplied by BI. The cost of any additional chargers or carrying cases shall be borne by Agency. Carrying cases are \$15.00 each and chargers are \$10.00 each. A reasonable number of additional mouthpieces shall be provided as needed at no charge.

SL2 Telco Service Charge: SL2 Units that are inactive continue to incur telecom fees. Therefore, the fees listed below will be applied based on the total Inactive Unit Days in a month. "Inactive Unit Days" are the total purchased units times the number of days in the month, minus the total Active Unit Days for the month and the Spare Allowance. An "Active Unit Day" is any day in which a purchased unit is active in the system. The "Spare Allowance" is [20%] of all purchased units times the number of days in the month. Units reported lost or damaged beyond repair can be removed from the total inventory. This calculation is performed on a monthly basis with no carryover from one month to the next. Credit will not be provided in connection with this calculation.

Purchased Unit Volume

0 – 25 Purchased Units --- \$0.60 Telco Fee

26 – 50 Purchased Units --- \$0.55 Telco Fee

51 – 100 Purchased Units --- \$0.50 Telco Fee

101 - 200 Purchased Units --- \$0.45 Telco Fee

201 – 300 Purchased Units --- \$0.40 Telco Fee

300+ Purchased Units --- \$0.35 Telco Fee

EXACUTRACK SERVICE CHARGES:

EXACUTRACK ONE CHARGES:

ExacuTrack One Tracker Component Rental: \$ 2.00 per day per Unit provided from BI inventory.

EXACUTRACK ONE with 1.240.A0.NZ SERVICE:

Description:

ExacuTrack One 1.240.A0.NZ Service: \$ 1.15 per day per Unit provided from BI inventory.

ExacuTrack One 1.240.A0.NZ Total: \$ 3.15 total of ExacuTrack One Components and ExacuTrack One with 1.240.A0.NZ Service charges.

EXACUTRACK ONE with 1.240.A0.ZX SERVICE:

Description:

ExacuTrack One 1.240.A0.ZX Service: \$ 1.20 per day per Unit provided from BI inventory.

ExacuTrack One 1.240.A0.ZX Total: \$ 3.20 total of ExacuTrack One Components and ExacuTrack One with 1.240.A0.ZX Service charges.

EXACUTRACK ONE with 1.30.A30.ZX SERVICE:

Description:

ExacuTrack One 1.30.A30.ZX Service: \$ 1.25 per day per Unit provided from BI inventory.

ExacuTrack One 1.30.A30.ZX Total: \$ 3.25 total of ExacuTrack One Components and ExacuTrack One with 1.30.A30.ZX Service charges.

ADDITIONAL SERVICES:

Freight: BI will pay for the cost of shipping Units and other Equipment, Supplies and Accessories to and from Agency via ground delivery. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the additional cost of such alternative shipping method.

Twenty Percent (20%) ExacuTrack One Unit No-charge Spares: Each month during the term of the Agreement, Agency is entitled to keep a quantity of ExacuTrack One Tracking units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Rental Charge while not in use). For any inactive ExacuTrack One Units in excess of the 20% allowance, Agency will incur a \$ 2.00 charge per unit per day.

Five Percent (5%) ExacuTrack One Unit Loss or Damage: During each year of the Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged ExacuTrack One Units equal to, but not to exceed, 5% of the average daily total number of active Units in Agency's possession. Agency will be responsible for all costs related to replacing lost, stolen or damaged ExacuTrack One Equipment in excess of the 5% allowance. Replacement costs for ExacuTrack One Units are the following: ExacuTrack One Beacon - \$250.00 each; ExacuTrack One Tracking Unit - \$1,740.00 each; ExacuTrack One fiber optic strap - \$60.00 each; and ExacuTrack One wallcharger - \$60.00 each.

LOC8 SERVICE CHARGES:

LOC8 CHARGES:

LOC8 Tracker **Component Rental:** \$ 3.20 per day per Unit provided from BI inventory.

LOC8 with 1.240.W5.C0.NZ SERVICE:

Description: GPS Collection Rate once (1) per minute, Data Transmission every 240 minutes, WiFi Locate every 5 minutes (If GPS not found), no Cell Tower Locate (If GPS not found, formerly AFLT), no Data Transmission at Zone Crossing

LOC8 1.240.W5.C0.NZ **Service:** \$ 1.15 per day per Unit provided from BI inventory.

LOC8 1.240.W5.C0.NZ **Total:** \$ 4.35 total of LOC8 Components and
LOC8 with 1.240.A0.NZ Service charges.

LOC8 with 1.240.W5.C0.ZX SERVICE:

Description: GPS Collection Rate once (1) per minute, Data Transmission every 240 minutes, WiFi Locate every 5 minutes (If GPS not found), no Cell Tower Locate (If GPS not found, formerly AFLT), with Data Transmission at Zone Crossing

LOC8 1.240.W5.C0.ZX **Service:** \$ 1.20 per day per Unit provided from BI inventory.

LOC8 1.240.W5.C0.ZX **Total:** \$ 4.40 total of LOC8 Components and
LOC8 with 1.240.A0.ZX Service charges.

LOC8 with 1.30.W5.C30.ZX SERVICE:

Description: GPS Collection Rate once (1) per minute, Data Transmission every 30 minutes, WiFi Locate every 5 minutes (If GPS not found), Cell Tower Locate every 30 minutes (If GPS not found, formerly AFLT), with Data Transmission at Zone Crossing

LOC8 1.30.W5.C30.ZX **Service:** \$ 1.25 per day per Unit provided from BI inventory.

LOC8 1.30.W5.C30.ZX **Total:** \$ 4.45 total of LOC8 Components and
LOC8 with 1.30.A30.ZX Service charges.

ADDITIONAL SERVICES:

Freight: BI will pay for the cost of shipping Units and other Equipment, Supplies and Accessories to and from Agency via ground delivery. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the additional cost of such alternative shipping method.

Twenty Percent (20%) LOC8 Unit No-charge Spares: Each month during the term of the Agreement, Agency is entitled to keep a quantity of LOC8 Tracking units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Rental Charge while not in use). For any inactive LOC8 Units in excess of the 20% allowance, Agency will incur a \$ 3.20 charge per unit per day. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

Five Percent (5%) LOC8 Unit Loss or Damage: During each year of the Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged LOC8 Units equal to, but not to exceed, 5% of the average daily total number of active Units in Agency's possession. Agency will be responsible for all costs related to replacing lost, stolen or damaged LOC8 Equipment in excess of the 5% allowance Replacement costs for LOC8 Units are the following: LOC8 Tracking Unit - \$1,900.00 each; LOC8 Battery Charger \$49, and LOC8 Rechargeable Battery \$35.

BI ANALYTICS

Description: The BI Analytics application uses data analytics to collect, organize and analyze large sets of data. The BI Analytics application strengthens the reporting features in TotalAccess by providing a risk-based dashboard and alert response analyses for client and officer.

BI ANALYTICS CHARGES

BI Analytics – Package 1: Risk-Based Dashboard Analytics	\$.35 per day
--	----------------

Attachment 3

IV. Response to Scope of Work (RFP Appendix A)

BI understands the County's need for a reliable contractor to provide all equipment and services necessary to successfully operate an electronic monitoring program. To meet this need, BI has created a customized solution specific to the needs of the County. This solution includes the following components:

- Advanced GPS tracking capabilities through BI's *ExacuTrack One* or the *new BI LOC8*
- RF curfew monitoring with *HomeGuard 200* and *HomeGuard 206*
 - Remote RF monitoring for officers in the field with the *Drive-BI* portable RF monitor
- Alcohol monitoring with *BI SL2* and *BI TAD*
- Access to real time program data, detailed maps, comprehensive reports, caseload dashboards, and all historical monitoring information through BI's *TotalAccess software*
- 24-hour support from knowledgeable and tenured Monitoring Operations Specialists in BI's *Monitoring Operations Center*
- Account management, training, support, and contract compliance oversight from BI's *Business Development team*

Transition Plan

As the County's current provider of Electronic Monitoring equipment and services, officers are already familiar with BI's equipment and support services. Should the County want to transition any offenders to different technologies, BI has established protocols in place to ensure that transitions are seamless. While transitions always bring an element of risk, selection of BI will substantially mitigate risk for the agency and programmatic outcomes. Our experienced team has designed the *Transition Plan* to ensure efficient, seamless transition to multiple technology innovations and customized enhancements that will be made available under the new contract. Transition to these new programmatic elements will provide measurable value to the daily operations of the program.

As the agency's current vendor, we understand and support the County's objectives of providing a continuum of community-based correctional services that promote public safety, hold offenders accountable, and improves their ability to live productively and lawfully in the community. The County has experienced firsthand how electronic monitoring can play an important role helping to monitor offenders and defendants in the community. BI looks forward to continuing to partner with the County to achieve its future goals and objectives. BI's proposed *Transition Plan* is summarized by the following figure.

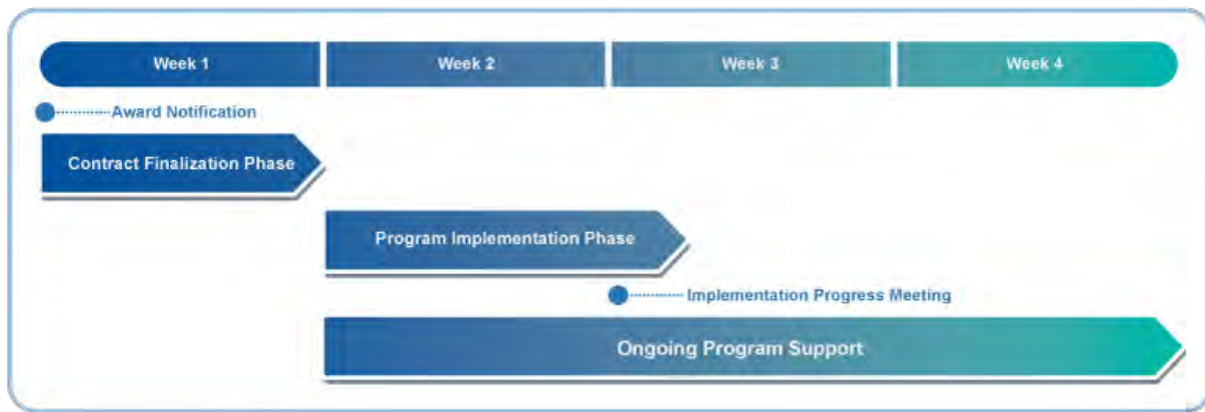


Figure 6. Program Implementation and Transition

Please note that all aspects of BI's *Transition Plan* are customizable and can be adjusted to meet the specific scheduling needs of the County. BI will employ the following three-phase implementation schedule upon contract award:

- **Negotiations and Execution Phase (1–2 Weeks):**
 - Negotiate, finalize, and execute the contract
 - Confirm the desired training schedule, equipment needs, and program policies, such as notification procedures, equipment configurations, and protocols.
 - BI personnel will work with the County's stakeholders to confirm the agency's program goals, environment, and expectations.
 - Review key contract conditions and define specific implementation steps, develop policies and procedures, and establish/confirm equipment demand and equipment delivery if needed.
- **Training and Setup Phase (1–2 Weeks):**
 - BI will work with the agency's appropriate implementation staff to determine an updated training plan customized to address the agency's needs, including the number of staff that should undergo training, the location of classes, and the duration of the curriculum.
 - Equipment training provides in-person instruction at a designated agency site(s). During the training, agency personnel receive extensive, hands-on experience with the equipment through both classroom and field training sessions.
 - Software training is offered via online virtual classes completed through web-conferencing.
 - A BI representative will work with County staff to configure the agency's monitoring system and establish customized protocols.
- **Ongoing Support Phase (3 Months–Contract Duration):**
 - BI will meet regularly with the agency staff to evaluate the progress of program implementation, to answer questions, to address concerns and ensure the agency's satisfaction with BI's products and services, and to provide any additional training needed.

A. Requirements for Radio Frequency Monitoring

BI's HomeGuard location monitoring system combines advanced technology with reliability for monitoring the presence of an individual at a certain place during a certain time. The HomeGuard system consists of a battery-operated transmitter worn around the client's ankle 24/7. The transmitter sends an RF signal to a receiver in a set location, such as the client's home, to communicate with the central monitoring computer and report the client's compliance with the authorized schedule. The HomeGuard 200 receiver uses a telephone landline and the HomeGuard 206 receiver uses a cellular connection to communicate with the central monitoring computer.



Figure 7. HomeGuard RF Solution

HomeGuard offers tremendous flexibility to meet various curfew monitoring requirements. Configurable options, such as variable range and leave-window settings, unlimited schedules, and customized

reporting, allow the County to match the monitoring rules to the risk assessment of the client. HomeGuard can also be combined easily with other BI technologies such as BI's HomeCell, Sobrietor, and Drive-BI for additional supervision capabilities. Additional features of the HomeGuard include:

- *Long transmitter battery life.* The HomeGuard transmitter battery functions effectively for a year in the field, and will emit a low battery message five days before the battery is exhausted. The battery can be easily replaced in the field without returning any equipment to BI. To increase the longevity of the system, the battery has a shelf life of five years.
- *Field replaceable straps fit any client.* HomeGuard transmitter straps are highly durable, tamper resistant, and can be replaced in the field. The adjustable strap helps ensure the transmitter will securely fit all clients without compromising the durability of the strap or the integrity of its tamper detection capabilities.
- *Robust tamper detection features.* The HomeGuard transmitter uses dual tamper detection technology, including proximity sensors and circuitry within the strap. The HomeGuard receiver is armed with a photo optic sensor and motion detection capabilities to ensure that all tamper activities are reported to the central monitoring computer.
- *Backup battery and non-volatile memory.* The HomeGuard receiver includes a 48-hour backup battery for continued monitoring of clients in the case of a power failure or tamper attempt. The receiver also utilizes non-volatile memory, ensuring that no data is lost even if the battery is completely depleted or communication with the central monitoring computer is disrupted.
- *Cellular or landline connectivity.* The HomeGuard receiver can communicate with the central monitoring computer over a landline or cellular network, offering a flexible solution for clients with and without a landline connection.
- *Dual antennas reduce false positive alerts.* Both the HomeGuard receiver and transmitter contain dual antennas, which enable 360 degree coverage. These antennas reduce false alerts, increase the accuracy of the equipment, and deliver a reliable monitoring solution.

General Requirements

The system must detect and report the following events:

1. Missed calls from the receiver

The HomeGuard receiver sends "Callback" messages to the central monitoring computer at random intervals verifying that the unit is functioning. In the event that the central monitoring computer registers that the receiver has failed to call within the maximum callback frequency allotted it will generate a "Received Missed Call" alert.

2. Equipment malfunctions

The HomeGuard system includes onboard internal diagnostic features. When the unit calls into the central monitoring computer, all results are transmitted and alerts will be generated as needed. The unit also performs detailed self-diagnostics to aid BI manufacturing and engineer personnel with troubleshooting equipment issues and testing product functionality.

Transmitter Requirements

1. The transmitter must measure no more than 2" x 3" x 3"

The BI HomeGuard transmitter measures 2.7" x 2.8" x 0.9."

2. The transmitter must weigh no more than five ounces



Figure 8. HomeGuard Transmitter

Fully assembled, the BI HomeGuard transmitter weighs 3.3 ounces.

3. The transmitter must be easily installed on the client after minimal training of the Department personnel.

The transmitter installation process involves three separate steps:

- Assembling the transmitter
- Sizing or measuring for proper fit
- Installing the transmitter on the offender.

County personnel will be able to install a HomeGuard transmitter on a client in five or less minutes after minimal training from BI staff.

4. The transmitter case must be sealed and be both shock and water-resistant, and shall function reliably under normal atmospheric and human environmental conditions.

The HomeGuard transmitter has passed rigorous durability testing, both in-house and by third-party companies. This testing is referred to as Highly Accelerated Life Testing (HALT). During this testing process, the HomeGuard transmitter is exposed to extremes in environment, shock, and vibration in order to ensure accurate functionality in the field. The transmitter is shock and water-resistant, and functions reliably under normal atmospheric and human environmental conditions.

5. The batteries powering the transmitter must have an operational life of one (1) year and be easily replaced in the field. If batteries are not field replaceable, the battery must last a minimum of two years.

The HomeGuard transmitter battery functions effectively for a year in the field, and will emit a low battery message five days before the battery is exhausted. The battery can be easily replaced in the field without returning any equipment to BI. To increase the longevity of the system, the battery has a shelf life of five years. The HomeGuard receiver includes a 48-hour backup battery for continued monitoring of clients in the case of a power failure or tamper attempt.

6. The transmitter must attach around the ankle using a strap made of hypoallergenic material and not of any material that may cause injury to user or others

The straps are made of hypoallergenic synthetic rubber, attach directly to the client's ankle, and will not cause injury to clients or officers.

7. Attachment strap must be easily replaced in a controlled or field environment

HomeGuard transmitter straps are field-replaceable.

8. The transmitter and strap must have dual tamper resistant features that will enable the transmitter to immediately notify the monitoring center (when in range) of any attempt to tamper with or remove the

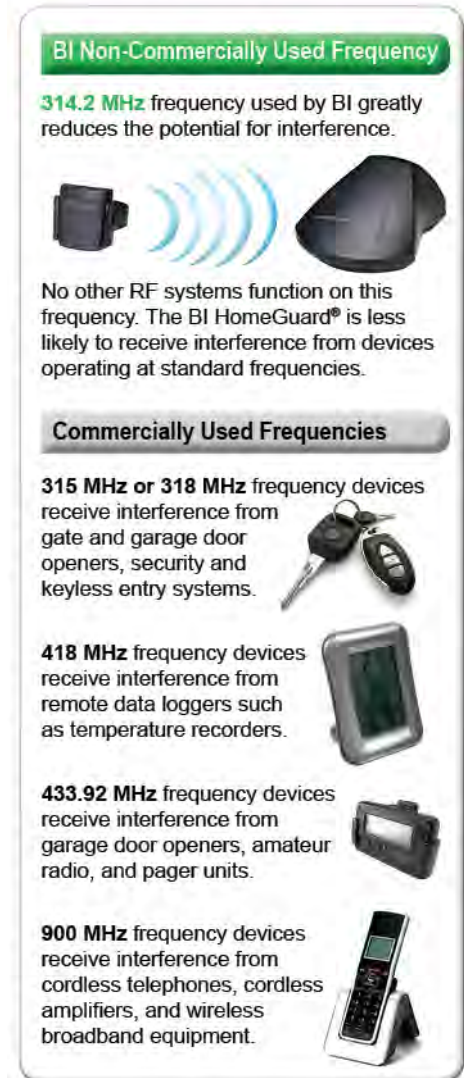


Figure 9. Non-Commercial Frequency

transmitter from the offender's ankle. This would include severing the strap or removal of the transmitter without severing the strap.

The HomeGuard transmitter uses dual tamper detection technology, including proximity sensors and circuitry within the strap, which will cause an alert to be sent upon any indication of system compromise. The HomeGuard receiver is armed with a photo optic sensor and motion detection capabilities to ensure that all tamper activities are promptly reported to the central monitoring computer.

- 9. Each transmitter must be able to be electronically matched to any receiver/monitor in the field.
(Components do not need to be returned to vendor for matching)*

The HomeGuard system has more than 1,000,000 transmitter ID numbers, ensuring that when a transmitter is used, its ID number is unique to the client to whom the transmitter is attached. Components are electronically paired in TotalAccess and do not require any interaction from BI for matching ID numbers.

- 10. The transmitter must send an individually coded, or a unique signal which has a range of approximately 150 feet.*

Each HomeGuard transmitter sends a unique, encrypted signal to the HomeGuard receiver which can be set to detect signals up to 150 feet indoors, and has an open field range of up to 300 feet.

- 11. Transmitter signal must be different than transmitter signals used by other commercially available products.*

HomeGuard transmitters use a non-commercial frequency (314.2 MHz) to decrease the likelihood of a client using a commercial application to attempt to duplicate or interfere with the transmission signal. Please see *Figure 9* for additional information.

- 12. The transmitter must emit a signal at a minimum of once every 30 seconds on a continuous basis, during the operating life of the battery*

HomeGuard transmitters emit random signals at intervals between 14.5 and 29 seconds, with an average transmission rate of 22 seconds. The transmitter's signal is emitted in very short bursts that use discrete frequencies to transmit information during the operating life of the battery. The HomeGuard transmitter emits signals during the operating life of the battery, on a continual basis.

- 13. The transmitter must emit a low battery signal to the receiver / monitor.*

Prior to complete transmitter battery depletion, officers receive a "Low Battery" notification when up to seven days of battery life remains.

Home Unit Requirements

- 1. The receiver / monitor must weigh no more than five pounds*

The HomeGuard receiver weighs 4.2 pounds, measures 7.8x10.5x.50 inches, and can be discreetly installed in a client's home.

- 2. The receiver / monitor shall be easily installed, after minimal training of the installer and not require any permanent mounting.*

The receiver installation process involves three separate steps:

1. Place the receiver in the selected location.

1. Place the receiver in the selected location.
2. Disconnect the offender's phone cord from the wall jack and plug it into one of the two receiver phone ports.
3. Insert one end of the supplied phone cord into the phone jack and the other into a vacant receiver port.
4. Plug one end of the cord from the in-line power supply into the back of the receiver and the other into the wall socket.
5. Use the officer key to turn the receiver to the ON position.

County personnel will be able to install a HomeGuard receiver in a client's home in five or less minutes after minimal training from BI staff.



Figure 10. HomeGuard Receiver Installation

3. *The receiver / monitor must be easily attached to a standard pulse or touch-tone telephone as well as a standard two-prong, AC power source, after minimal training of the installer.*

Authorized agency personnel can easily connect the HomeGuard receiver to either a standard pulse or touch-tone telephone and the required standard, two-prong, AC power cord after minimal training from BI staff.

4. *The receiver / monitor must be capable of full communications to the central computer system by connection to a standard RJ-11-C modular telephone connector.*

The HomeGuard 200 receiver is easily connected to the home's landline with an RJ-11-C modular telephone connector. Full communications to the central monitoring computer are transmitted over the landline telephone.

5. *If the receiver / monitor is using a landline for communications, it must call the central computer after it detects and logs a telephone line disconnect and/or AC power failure within a specified time period and request a location verification. The location verification request must be automatic and not require the active participation of the client.*

The HomeGuard 200 receiver provides a location verification feature through an intelligent processor. This technology generates a location verification request to the central monitoring computer in the event of a simultaneous power and phone loss. This location verification technology requires no interaction from the client. The receiver sends the request when phone service is restored. Successful location verification indicates that the receiver is still in the client's home. A location verification failure indicates that the client may have moved the receiver.

The HomeGuard receiver is normally powered by the home's AC power using a standard 110 volt A.C. line current. If the receiver loses power, it immediately enables the backup battery, which can power the receiver for at least 48 hours. The receiver also sends a "Power Fail AC" message to the central monitoring computer. During this time, all messages are sent to the monitoring computer in a normal fashion. When AC power is restored, the battery automatically recharges and the receiver sends a "Power Restore AC" message. If the receiver is disconnected from power long enough to exhaust the battery, the receiver sends a "Unit Battery Low" message to the monitoring computer about 10 minutes before shutting down.

6. *The receiver/monitor must be able to communicate with the host computer on battery backup in the event of an AC power loss, for a period of at least 24 hours.*

If a power outage occurs, or the receiver's power cord is disconnected, the receiver's backup battery enables monitoring for 48 hours, **exceeding** the agency's requirement.

7. The receiver / monitor must date / time stamp and transmit the following data (when phone line is available):

The HomeGuard receiver time and date stamps the data with the associated messages as documented in *Table 7. HomeGuard Messages*

Table 7. HomeGuard Messages	
Data Requirement	Message
<i>a. When the transmitter enters the base station's range.</i>	Enter
<i>b. When the transmitter leaves the base station's range after a preset time interval that is adjustable to at least two minutes.</i>	Leave
<i>c. Failure to return to the residence after a scheduled absence.</i>	Did Not Enter
<i>d. Unauthorized absence from the residence</i>	Unauthorized Leave
<i>e. When tampering by severing the transmitter strap, removal of the transmitter without severing the strap, or when attempts to open the home unit casing are detected.</i> <i>If a tamper occurs while out of range of the base station, then the tamper alert signal shall be reported when the client enters the range of the base station.</i>	a. Strap Tamper b. Receiver Case Tamper If a tamper occurs out of range of the receiver, it will be communicated to the central monitoring promptly as the client returns within the range of the receiver.
<i>f. Loss and/or restoration of the home's power.</i>	Power Loss / Power Restore
<i>g. Loss and/or restoration of the home's telephone service (the phone service loss must be reported as soon as the telephone line is restored, to include the actual time of the service loss).</i>	Phone Loss / Phone Restore
<i>h. Low transmitter battery</i>	Transmitter Low Battery

8. In the event the communication link with the central computer system is disrupted, the receiver/monitor must contain an internal clock and sufficient memory to continue to log events for at least one week.

The HomeGuard receiver can store up to 4,800 messages, or about one month of data, in its nonvolatile memory. If communication with the central monitoring computer is disrupted, the receiver will continue to record and store program and equipment data. Regardless of power outages or availability of connectivity, all data is retrievable. An internal clock records the date and time of all events and alerts, which are promptly sent to the central monitoring computer when connectivity is restored.

9. The receiver/monitor must have dual internal antennas that will maximize the receiver/monitor's ability to detect the transmitter signal.

Both the HomeGuard receiver and transmitter contain dual antennas, which enable 360-degree coverage. These antennas reduce false alerts, increase the accuracy of the equipment, and deliver a reliable monitoring solution.

10. The receiver/monitor must indicate that it is receiving the signal from the transmitter.

Once the receiver has been installed, it performs a series of self-tests to verify proper functioning. When the receiver first detects the assigned transmitter's signal, it sends a "Transmitter Found" message to the central monitoring computer. During regular monitoring the receiver indicates that it is receiving the signal from the transmitter by generating "Leave" and "Enter" events that indicate the transmitter is either in or out of range of the receiver.

11. The receiver/monitor must have an adjustable range for receiving transmitter signals. The range shall be adjustable from a maximum of approximately 150 feet, to a medium range of approximately 50-100 feet, to a minimum range of approximately less than 50 feet.

The receiver has an adjustable range setting and can be set to detect the transmitter's signal within a radius of approximately 35 feet, 75 feet, or 150 feet, in order to accommodate residences of different sizes.

12. The base station must include an audible alarm and an LED indicator that can be enabled to alert the client when they are going out of range.

The receiver has an audible alarm feature that users can enable to sound an alarm if the transmitter goes out of range. If enabled, after the client moves out of range, the alarm sounds for one minute before the leave window expires. The client has one minute to return within range before the base station sends a message to the monitoring computer. The sounder emits tones in a one-second-on, three-seconds-off pattern.

The receiver also has a yellow LED range indicator on the base station that indicates whether the client's transmitter is in range. Users can enable or disable the range indicator through the *Unit Configuration* settings in the TotalAccess. LED indicators include:

- *Off.* The indicator is not lit when the client's transmitter is in range of the base station.
- *Flashing.* The indicator flashes when the transmitter is out of range but the leave window has not expired.
- *On.* The indicator lights when the transmitter is out of range after the leave window has expired.

13. The receiver/monitor must be capable of seizing a telephone line, when not in use, to communicate with the central computer system. It must not seize a line while in use, but shall deliver a courtesy tone or message, as a yield warning to any person using the line. The receiver/monitor shall feature a progressive phone line annoyance feature for those clients who refuse to surrender the phone line.

Due to 911 concerns, no landline-based receiver on the market is capable of seizing phone lines. The HomeGuard receiver is equipped with a feature to alert the client to surrender the phone line and allow the system to transmit data. The HomeGuard receiver generates a series of loud tones that become progressively louder and more frequent until the client frees the landline for the receiver to use.

14. The receiver/monitor must have a programmable callback time that can be tailored by the agency through the central computer. The default callback time shall be no more than 4 hours.

The receiver contacts the central monitoring computer at random intervals to confirm that the base station is operating correctly and has not been disconnected from phone service. Officers can specify the

minimum and maximum length of this interval, between 14 minutes and 24 hours. If the receiver fails to call at the scheduled time, the central monitoring computer generates a “Missed Callback” message after an agency-specified grace period.

Cellular Monitoring Requirements

1. The cellular unit system telecommunications shall use the CDMA network.

The HomeGuard 206 communicates program data to the central monitoring computer through the CDMA cellular network. The CDMA cellular network consists of more than 30 cellular providers, including Verizon and Sprint.

2. The cellular unit system shall provide LEDs to report the status of the power and signal strength.

The HomeGuard 206 receiver has a LED phone indicator, range indicator, and power indicator that indicates power status and cellular signal strength.



Figure 11. HomeGuard Receiver LED Indicators

The HomeGuard 206 receiver is equipped with a 48-hour backup battery, **exceeding** County requirements.

4. The cellular unit system shall permit only data communication (except when in voice contact with department personnel).

As RF technology has advanced, industry standard has moved away from voice contact with RF equipment. The HomeGuard receiver permits only data communication with the central monitoring computer.

5. The cellular unit system shall not permit outgoing voice communications.

The HomeGuard 206 system does not permit outgoing voice communications.

6. The cellular unit system shall permit incoming voice communications.

Evolving RF technology has moved away from voice communications. The HomeGuard 206 system permits data transmissions with the central monitoring computer.

7. The cellular unit system shall be able to detect when it is disconnected or moved to another location.

When operating through a cellular connection, the HomeGuard 206 receiver has built-in motion detection to determine if the unit has been removed from a client's home.

8. The cellular unit system telecommunications provider set up shall be invisible to the Department.

BI manages all communication with our telecommunications provider and will not involve the Department in any such communications.

Portable Monitoring Unit Requirements

1. Vendor must offer portable, hand carried, monitoring devices, able to detect and identify nearby clients who are wearing a transmitter.

The Drive-BI is a hand-held receiver that detects the presence of clients wearing a HomeGuard or GroupGuard transmitter and TAD alcohol monitoring devices. The Drive-BI portable monitoring unit enables agencies to verify a client's presence or absence when the client is away from home for scheduled appointments, such as counseling or work.

2. The portable unit must receive signals from transmitter units at a range of approximately 300 feet.

With the included portable and magnetic car mounted antennas, the Drive-BI can detect signals up to 300 feet.

3. The portable unit must provide department personnel with the tamper status of the transmitter and the battery status of the transmitter when a transmitter signal is detected.

When the Drive-BI detects a transmitter signal, it displays and stores the transmitter type, identification number, message sent, battery status, tamper status, and date and time of transmission receipt.

4. The portable monitoring unit must operate on an internal battery for at least 8 hours and must also be powered from a vehicle's 12 Volt power outlet.



Figure 12. Drive-BI

The Drive-BI can be recharged or run using a 120-volt external power supply or a standard 12-volt automobile power current. The unit includes both a wall power adapter and a car cigarette lighter adapter. The battery has an eight-hour life, and if the charge is fully depleted, the Drive-BI retains all its settings and messages.

5. The portable unit must be supplied with both a short whip antenna and a magnetic, vehicle rooftop antenna.

Drive-BI includes a both a portable, short-whip antenna and a magnetic car-mounted antenna.

6. The portable unit must be able to store up to 100 events in memory and must have the ability to download that data in a printable report format.

The Drive-BI stores transmitter messages in a data file that agencies can download to a PC. This file can hold up to 250 messages and includes the transmitter type, identification number, battery status, and tamper status. It also stores the date and time it received the transmitter messages.

B. Requirements for GPS Tracking

BI is pleased to propose two GPS solutions in response to the agency's requirements. The BI ExacuTrack One is the leading one-piece GPS device on the market today with more than 44,000 units produced. The ExacuTrack One is currently deployed in dozens of federal, state, and local law enforcement and community corrections agencies. The new BI LOC8 device introduces key innovations previously unavailable in any one-piece GPS tracking device. The combination and availability of these industry leading devices give the agency unmatched flexibility in the selection of a GPS device.

ExacuTrack One

The BI ExacuTrack One is the market leading, one-piece GPS tracking device. The ExacuTrack One uses GPS signals, cellular-based Advanced Forward Link Trilateration (AFLT), and Radio Frequency (RF) signals to provide accurate and reliable location fixes in all environments. These combined technologies track participant location and movement within the community in near-real time and on a continual basis. The ExacuTrack One collects and reports detailed location, program, and equipment data analysis, client behavior investigation, and violation response. The device is secured around the participant's ankle 24/7/365 to ensure all participant activities are tracked and reported.

The ExacuTrack One can collect a GPS point on an agency-determined basis, as frequently as once every 15 seconds or as infrequently as once every 30 minutes. Location data collected by the ExacuTrack One is transmitted to BI's central monitoring computer at regular, agency-specified intervals. BI's central monitoring computer analyzes incoming data and compares location points to a participant's pre-determined zone mandates and schedules. In addition, agency staff can perform an unlimited number of on-demand location requests to receive participant location data in near-real time. Additional features and functionalities of the ExacuTrack One include:

- *Advanced Location Detection Technologies that Monitor Participant Movement.* The ExacuTrack One uses cellular towers, GPS satellites, and RF technology to ensure optimal location accuracy in various coverage areas and conditions.
- *Long Battery Life.* The ExacuTrack One comes with a three-year, field replaceable battery that can last 24 hours on a single charge. When used in conjunction with the RF beacon, battery life increases to up to 100 hours. The device notifies the participant of low battery conditions and charging activities to the participant to support compliance.
- *Strict Durability Testing and Standards.* Rugged and dependable, the ExacuTrack One meets the highest level of durability requirements. The ExacuTrack One must pass in-house, third-party design testing, and Highly Accelerated Life Testing (HALT) testing. These tests expose the ExacuTrack One to extremes in environment, shock, and vibration, before release.
- *Adjustable, Field-Replaceable Straps.* The ExacuTrack One has a 12-inch strap that can be adjusted in .25-inch increments to comfortably fit each participant at the time of installation. In addition, we manufacture a larger 19-inch strap. BI designed the strap length and sizing increments to ensure the unit will securely attach to all individuals. The ExacuTrack One straps can be easily replaced in the field, easing inventory management. The straps are made of hypoallergenic, synthetic rubber and do not contain any metal or steel, nor do they require use of sharp instruments for installation, reducing risk of injury to the participant or installer.
- *Large, On-Board Memory Capacity.* The ExacuTrack One can store more than 50,000 events, (approximately two weeks' worth of GPS data points and event information). In the unlikely event the unit is in an area with limited cellular coverage, the ExacuTrack One continues to collect date and time-stamped GPS points. Up to 150 zones can be customized and stored in the ExacuTrack One's memory, ensuring that participants with complex schedules and court mandates are accurately tracked.
- *Communication with Participants.* Through predefined and recorded messages that require client acknowledgement, agency staff can send messages to stay in communication with participants at all times to remind them of routine tasks such as charging the unit's battery or reporting to their



Figure 13. ExacuTrack One

officer. The device is also equipped with LED lights and audible alarms to indicate GPS coverage, beacon range, and battery status.

- ***Robust Tamper Detection Technologies.*** The ExacuTrack One employs advanced tamper detection technologies to alert agency staff of any attempts to tamper with the equipment. Tamper detection technologies include:
 - ***Fiber-Optic Tamper Detection.*** A fiber-optic strap and hinge assembly secure the unit to the participant's ankle. If the fiber-optic circuitry is interrupted (e.g., if the participant cuts, removes, or disassembles the strap), the unit sends a "Strap Tamper" message to the central monitoring computer.
 - ***Motion Detection.*** *The ExacuTrack One uses a motion sensor to detect if the unit has been removed from a participant's leg. When the tracking unit enters a motionless state, the ExacuTrack One reports the last valid location point to the central monitoring computer and generates a "No Motion" event.*
- ***Flexible Service Offerings Accommodate Diverse Tracking Requirements.*** The ExacuTrack One has more than 30 service plans, allowing agency staff to specify how often the unit collects location data and how frequently it reports information to the central monitoring computer.
- ***Intuitive Monitoring Software with TotalAccess.*** Designed specifically for community corrections personnel, BI's TotalAccess software is easy to learn and use. Participant information is stored in a central, secured monitoring system and available to agency staff via any web-enabled device. Through TotalAccess, agency staff can easily view their entire caseloads at a glance, enroll participants, set participant schedules, create zones, customize alert notification and alert escalation procedures, and close alerts.
 - ***Industry-Leading Mapping Technology.*** *BI's TotalAccess uses industry-leading mapping technology, Bing® Maps for Enterprise, to provide visual maps for creating zones. Bing Maps provides agency staff with 2D and 3D views of participant movements in the community. Agency personnel can easily create Inclusion, Exclusion, Area of Interest, Master Inclusion, and Primary Location Zones in any size or shape with up to 22 sides within TotalAccess.*
- ***Lightweight, Discreet, and Minimally Restrictive.*** The ExacuTrack One is small, lightweight, and shock, water, moisture, and tamper resistant. The device measures 2.5 x 3.5 x 1.5 inches, weighs just 2.5 ounces without the battery, and weighs just 8.7 ounces fully assembled. Wearing the ExacuTrack One does not impede a participant's day-to-day activities—the participant can still bathe, exercise, work, and perform other routine tasks with minimal restriction.

General Requirements

1. *The vendor's GPS tracking system, at a minimum, must record a person's location 24 hours per day, 7 days per week. The system must consist of a continuous-signaling, radio-frequency transmitter, a portable GPS tracking unit, and a base station.*

ExacuTrack One includes RF curfew monitoring capabilities. RF monitoring is accomplished by pairing the ExacuTrack One with an RF receiver beacon. The beacon contains an RF transmitter, and the participant is monitored via RF technology when in range of the beacon.

When in range of the beacon, the ExacuTrack One enters a low-power state to conserve battery power while the system monitors participant compliance via RF signals. The use of RF monitoring greatly reduces GPS drift point issues and increases the overall accuracy of tracking. The RF technology in the beacon reliably monitors participants indoors or in urban canyons, eliminating GPS drift points associated with limited satellite coverage.

Home Unit Requirements

1. *Home unit requirements for GPS include all items listed for RF home unit requirements.*

The ExacuTrack One's beacon functionalities include that of the HomeGuard 200 and HomeGuard 206 receivers.

Portable GPS Tracking Unit Requirements

1. The tracking unit must be able to change to alternate reporting modes (active or passive) without swapping equipment. Department personnel should be able to set and change reporting mode through the software interface.

ExacuTrack One is supported by BI's TotalAccess software. TotalAccess provides comprehensive monitoring abilities within an intuitive software interface. Participant information is stored in a central, secured monitoring system and available to agency staff via any web-enabled device. Through TotalAccess, agency staff can easily change reporting modes (active to passive or vice versa) without changing the client's equipment. TotalAccess also allows officers to view their entire caseloads at a glance, enroll participants, set participant schedules, create zones, customize alert notification and alert escalation procedures, close alerts, and run reports.

2. Whether the tracking unit is operating in active or passive mode, department personnel also must be able to access information from the tracker on demand.

Regardless of the tracking modes of the tracking equipment, department personnel can log onto TotalAccess at any time to see the location of a client. TotalAccess allows agency staff to manually locate or "ping" a participant an unlimited amount of times at no additional charge. Manual location requests are processed in near-real time through the software.

3. The tracking unit must be small (less than 6" x 3" x 2") and lightweight (less than 10 ounces).

ExacuTrack One measures 2.5 x 3.5 x 1.5 inches and weighs just 8.7 ounces when fully assembled.

4. The tracking unit should be sturdy and durable, and able to continue to function normally after a four-foot drop.

ExacuTrack One is made of high-stress acrylonitrile butadiene styrene (ABS) plastic, which is impact-resistant and heat and cold-resistant. ExacuTrack One withstands and functions normally after a four-foot drop.

5. The tracking unit must be able to be charged through a 12-Volt vehicle power outlet or AC wall outlet.

ExacuTrack One is charged through a 12-volt vehicle power outlet or a standard AC wall outlet.

6. The battery should be fully recharged in two hours or less.

ExacuTrack One's battery will fully recharge in 90 minutes.

7. The tracking unit must have a field replaceable battery with a life of up to 18 hours when fully charged and shall maintain an 18-hour life for no less than 365 recharges.

ExacuTrack One has a three-year, field-replaceable battery that will maintain a charge for 24 hours. ExacuTrack One's battery can be recharged at least 365 times before requiring replacement.

8. The tracking unit must detect the presence or absence of the client's transmitter.

ExacuTrack One can be paired with an RF beacon. When the client enters the range of the beacon, the ExacuTrack One automatically stops collecting GPS points, and the client is monitored via RF technology, which detects the presence or absence of the transmitter.

9. The tracking unit's reception range for the transmitter's signals must be adjustable and have a minimum setting of no more than 20 feet and a maximum setting of at least 50 feet.

As technology has advanced, the industry is moving away from a two-piece GPS model that would require the above specification, and utilizing the more effective and flexible one-piece design, such as the ExacuTrack One.

The ExacuTrack One's optional beacon has an RF monitoring range of approximately 100 feet, which effectively monitors offenders at home in the majority of buildings.

10. The tracking unit must include an adjustable length of time for transmitter to be out of range before recording a violation. The length of time should be adjustable and have a minimum setting of no more than 2 minutes.

Agency personnel can adjust the "Beacon Leave" window of the beacon within TotalAccess. It has a minimum setting time of two minutes. When the ExacuTrack One leaves the range of the beacon it automatically begins acquiring GPS signals.

11. The tracking unit must be able to detect if the tracking unit is in motion.

ExacuTrack One is equipped with a motion sensor, commonly used to detect removal of the device. If a client moves the beacon, the unit records the amount of time it is in motion and transmits a "Beacon Moving" alert. Similarly, when the ExacuTrack One beacon is motionless for a configurable amount of time, the device generates a "No Motion" alert. The ExacuTrack One continues to collect GPS points at the rate specified in the agency's service plan regardless of whether or not the unit is in motion.

12. The tracking unit must be able to acquire GPS signals, regardless of unit orientation, to record its location as the client travels around.

ExacuTrack One acquires GPS location signals and transmit data regardless of the monitoring unit's orientation.

13. The tracking unit must be able to record GPS data at preset intervals of as little as 1 minute. County personnel should be able to set and change this data collection rate through the software interface.

ExacuTrack One can collect a GPS point on an agency-determined basis, as frequently as once every 15 seconds or as infrequently as once every 30 minutes. Authorized agency personnel can adjust the data collection rate through TotalAccess.

14. The tracking unit must be able to store up to 10,000 events and 50,000 GPS points in memory.

ExacuTrack One can store up to 50,000 events, or approximately two weeks' worth of GPS points and event information. If the participant is in an area with poor cellular connectivity, the unit will continue to collect date- and time-stamped GPS points and will communicate the data upon re-connectivity.

15. The tracking unit must be able to send collected data to the central monitoring computer at least once per minute. County personnel should be able to set and change the interval for data reporting through the software interface.

Data collection reporting rates for ExacuTrack One include data transmission at the rate of once per minute. Reporting rates are adjustable through TotalAccess. Adjustments to reporting rates take effect in near real-time.

16. The tracking unit must be able to detect and report if the offender attempts to tamper with the tracking unit case.

ExacuTrack One uses dependable tamper detection technologies to promptly alert agency staff if a participant attempts to tamper with the equipment.

- **Fiber-Optic Tamper Detection.** A fiber-optic strap and hinge assembly secure the unit to the participant's ankle. If the fiber-optic circuitry is interrupted (e.g., if the participant attempts to cut, remove, or disassemble the strap), the unit sends a "Strap Tamper" message to the central monitoring computer.
- **Motion Detection.** The ExacuTrack One uses a motion sensor to detect if the unit has been removed from a participant's leg. When the tracking unit enters a motionless state, the ExacuTrack One reports the last valid location point to the central monitoring computer and generates a "No Motion" event.
- **Tamper-Evident Back Plate.** If the participant attempts to access the battery or screws, the tamper-evident back plate is designed using a special plastic that will show physical evidence of the attempt.



**Figure 14. ExacuTrack One
Tamper-Evident Back Plate**

17. The tracking unit must report a transmitter tamper and low transmitter battery promptly when detected.

Regardless of the agency's established reporting frequency, tamper and low battery alerts are communicated to the central monitoring computer upon occurrence.

18. The tracking unit must include an indicator of the tracking unit's battery charge.

ExacuTrack One has LED lights on the exterior of the unit to indicate its battery level.

19. The tracking unit must include visual indicators that indicate when GPS is lost, the transmitter is out of range, or the cellular service is not available. County personnel should be able to enable or disable these indicators through the software interface.

ExacuTrack One is equipped with LED lights and audible alarms to indicate GPS coverage, beacon range, and battery status.

20. The tracking unit must include a method for sending pre-set audio message to the tracking unit.

ExacuTrack One automatically plays pre-recorded messages in response to certain events. For example, the unit will automatically play a message instructing the participant to recharge the battery when the ExacuTrack One has a low battery charge. In addition, agency staff can send the following on-demand messages to the participant:

- "Call your officer now"
- "Please pay your fines immediately"
- "Low battery, recharge unit"
- "Report to the office immediately"
- "Remember your appointment"

21. The tracking unit must be able to accept incoming voice calls from County personnel and monitoring center staff 24 hours a day 7 days a week.

As technology as advanced, the newer, one-piece GPS monitoring devices have the capability to receive pre-recorded audio prompts generated by County personnel or scheduled to be delivered upon defined events, such as low battery status. These prompts can be originated and delivered 24/7/365 by using TotalAccess or by calling the Monitoring Operations Center.

22. The tracking unit must not display the incoming caller's phone number.

No phone numbers are displayed on the ExacuTrack One unit.

C. Remote Alcohol Testing Requirements

The **BI SL2** is a one-piece handheld device that allows offenders to discreetly submit Breath Alcohol Content (BrAC) tests from any location via the Verizon cellular network. Alcohol monitoring with the BI SL2 allows offenders to be monitored remotely while the resulting test data is submitted wirelessly. The high-resolution internal camera includes a flash to enable capturing pictures in low-light or dark spaces. Multiple acquisition technologies determine the device's location and capture a GPS point during each test. Results of each test are promptly reported to the central monitoring computer system via a cellular connection, and each test report includes a high-resolution offender photo, BrAC reading, GPS location, and time and date stamp to ensure accuracy. Communication with the offender concerning battery status, messages, and test directions is conducted through a high-resolution color LCD screen on the side of the device.



Figure 15. BI SL2

1. A wireless unit must use current cellular phone tower technology for all communication and have GPS capabilities. Provider must be able to provide equipment capable of working with all popular cellular providers ex: Verizon, AT&T and Sprint.

SL2 communicates to the central monitoring computer through the Verizon cellular network. As each test is taken, the SL2 records the GPS point of the client.

2. In the event of a loss of cellular phone service, the unit must be able to continue with regularly scheduled tests and store the results of no less than 10 tests in memory, until that information can be uploaded upon restoration of phone service.

SL2 has a "queuing" feature that stores and later uploads completed tests if there is a lapse in connectivity with the SOBERLINK Monitoring Web Portal. If a test cannot be sent because of loss of cellular phone service that test will be time-stamped, stored, and then automatically upload to the web portal once the device regains cellular phone service. When the queuing feature enabled, up to 100 tests can be stored on the device.

3. The unit must have a battery backup that will power the unit for at least 12 hours to include a minimum of two alcohol tests.

SL2 can operate for more than five days on a single battery charge, **exceeding** the County's requirements. Battery status is displayed on the screen at all times to alert clients of the amount of remaining battery charge.

4. In the event of a loss of phone service, the unit must be able to continue with regularly scheduled tests and store the results of no less than 10 tests in memory, until that information can be uploaded upon restoration of phone service.

If cellular service is lost, SL2 will continue to time-stamp and store the test. It will automatically transmit the test data upon re-connectivity. Up to 100 tests can be stored in the SL2's memory.

5. The unit must be easily installed by County personnel after minimal training.

SL2 is a handheld device that does not require installation. Agency staff enroll participants in the Monitoring Web Portal by inputting the SL2 device identification number, the security PIN, and the client's personal information.

6. At the time of enrollment, the unit shall record a voiceprint from the client; or have a master photo recorded.

The unit must ensure that only the enrolled client blows the breath test by performing voice verification in addition to the delivery of the breath sample; or by capturing a photo of the client during each test that can be compared to a master photo. The equipment must be able to capture images in low level light using night vision capabilities.

SL2 takes a high-resolution digital photograph of each participant at the time breath alcohol samples are collected. Adaptive Facial Recognition (AFR) technology compares each test photo to a library of previously submitted photos. AFR adapts to subtle appearance changes over time by comparing test photos to the most recent template of photos of a participant. SL2 internal camera also includes a flash to enable capturing of pictures in low-light or dark spaces.

7. The unit must utilize mechanisms that detect attempts by the client to defeat the unit by supplying a breath sample other than their own. The device must be able to recognize the enrolled client through facial recognition software and be able to alert the officer if anyone else uses the equipment other than the enrolled client.

SL2 monitors breath temperature and ambient temperature to detect air sources other than human breath such as air pumps, canned air, or other compressed air sources. In addition, AFR software compares and compares the client photos taken upon the breath test. If the device detects a false identity, agency personnel will receive an alert in near real-time.

8. The unit must also include tamper detection features.

SL2 incorporates photo recognition and temperature detection technologies to ensure attempts at supplying a different individual's breath sample are swiftly detected and reported. These include:

- **Photo Recognition.** To confirm the identity of the participant at the time of testing, a photo is taken during the breath test and is transmitted to the monitoring site where it is compared to the master photo taken upon enrollment. The agency has a color, high-resolution test photo to compare against after each test.
 - **Automated Facial Recognition™ (AFR).** In addition to taking a photo with each test, the BI SL2 software is equipped with AFR technology. This technology biometrically assesses a participant's facial structure over a series of several tests, and is able to intelligently "learn" the specific characteristics of their face. This technology can be used to quickly and easily sort participant photos, increasing caseload supervision efficiencies. Photos recognized through AFR can be viewed at any time through the software platform.



Figure 16. SL2 Text Alert

- *Temperature Recognition.* The device also monitors breath temperature and ambient temperature, to detect air sources other than human breath such as air pumps, canned air, or other compressed air sources.

9. The unit must allow the tests to be administered in a variety of methods:

a. Randomly, as generated by the computer within a time window specified by the Department.

The BI SL2 allows agency staff to require that participants take tests at scheduled intervals, random intervals, and on-demand. Tests are scheduled in the SOBERLINK Monitoring Web Portal when enrolling a participant.

b. "On-demand", as directed by the County via web-software interface

On-demand tests can be scheduled through the Monitoring Web Portal.

c. At the office or client home by County staff.

SL2 is a portable device and can be used at the office or the client home by County staff.

10. The unit shall use voice commands to prompt the offender to respond properly to the voice testing. Or be able to send notification reminders through a cell phone text message or smart device.

The Monitoring Web Portal sends enrolled participants an automated text message notifying the participant of the next scheduled test to his or her personal mobile phone. Tests must be taken within 45 minutes of receiving the text message and up to two reminder texts will be sent during the testing window.

11. The client's verification must be stored in the unit's memory.

The client's verification is stored in the unit's memory until it is transmitted to the central monitoring computer.

12. The unit must produce numerical results that have an accurate and direct correlation with blood alcohol levels.

The BI SL2 has an alcohol detection range of 0.000 to 0.400. The baseline range for alcohol detection on the BI SL2 is 0.000. The device will read Breath Alcohol Content (BrAC) results with an accuracy of +/- .005 Blood Alcohol Content (BAC). The deep lung breath sample requires a strong and steady air stream lasting four seconds; if an appropriate deep lung sample is not achieved, the BI SL2 will require additional attempts until the sample is successful.

13. The unit must measure the presence of alcohol only. The unit must not respond to natural gas or acetone.

SL2 has no sensitivity to acetone and other ketones, including methane, ethane, or other natural gasses.

14. Test results should display BAC level on the unit

Test results are displayed in BAC-level measurements on the device.

15. If the alcohol monitoring is transdermal, it should have a strap that is tamper resistant. The unit should also have appropriate sensors so the alcohol monitoring cannot be circumvented and our agency will be notified when there is an attempt at circumvention.

SL2 is a handheld, remote breath alcohol device. It is not a transdermal alcohol monitor. For information on BI's transdermal alcohol monitoring device—the BI TAD—please see *Section G* on page 59.

D. Monitoring Center Requirements

- 1. The central monitoring computer system must include an uninterruptible power supply and a generator to supply secondary power in the event of an extended power outage.*

If commercial AC power is lost to BI's facility, our UPS will instantly deliver backup power to all servers for up to 15 minutes. A diesel-powered generator comes online in real-time after a power loss to deliver power to both of BI's facilities in Colorado and Indiana. From the field, any shift in power sources is undetectable. BI employs multiple generators to offer further power supply redundancy.

- 2. The central monitoring computer must be backed up in real-time to local redundant servers and to redundant servers located at least 500 miles away.*

All of BI's monitoring computer systems include internal, local, and geographic redundancy as described below. Any monitoring system malfunction causes a redundant component to come online immediately in order to prevent complete failure of the monitoring system.

- **Internal Redundancy.** Each monitoring computer system server includes an important safety measure: a RAID disk subsystem that provides reliability and fault tolerance by storing data across a set of hard drives. If one drive fails, the server will continue to function while the faulted drive is repaired or replaced.
- **Local Redundancy.** The central monitoring computer system is set up in a cluster configuration with a primary server and an identical hot standby server. Data is also replicated in real-time to another onsite server, which is used for reporting and as a potential backup if the need arises.
- **Geographic Redundancy.** In addition to real-time replication to the local backup server, all data is replicated in real-time to another backup server in Indiana. If the Boulder computer systems become unavailable, the Indiana standby servers and processors will function as the primary computer system while repairs are made in Colorado—without any loss of data.



Figure 17. BI's Geographic Redundancy

- 3. Vendor must allow for unlimited calls from equipment to Proposer's monitoring computer to upload/download data.*

BI does not place a limit on the number of calls from the equipment in the field to the central monitoring computer.

- 4. Monitoring services are to be provided by the Proposer 24 hours a day, seven days a week, for all participants.*

BI provides monitoring services 24/7/365 for all clients wearing or assigned to use our equipment.

5. *Proposer shall provide services associated with monitoring and reporting client activities of all clients to include:*

a. *Data Transmission – Proposer's field equipment shall transmit all client activity data to the Proposer's central computer at no charge to the County.*

All data transmission of client activity data is provided at no charge to the County.

b. *Data Maintenance & Retention – Proposer shall maintain and retain all data compiled during a client's term of home detention, including enrollment, curfew/schedule modification, equipment assignment and configuration, violations, equipment status, and termination data. All compiled data shall be retained for a period of 5 years after the term of home detention ends.*

BI records and stores all data compiled during a client's use of our equipment, including enrollment, curfew/schedule modification, equipment assignment and configuration, violations, equipment status, and termination data. BI retains data indefinitely and will make records available to the County upon request.

c. *Violation Notification –The County shall specify which events will require violation notification. Proposer shall offer customizable methods and parameters of violation notification and shall accommodate changes at the County, officer, and client levels. Methods for notification shall include next day, next business day, email, text to cell or pager and fax.*

BI will provide customized notification methods to meet an agency's unique needs. This includes standard and automated (text, email, pager, and fax) notification. All notifications, regardless of level, occur on a 24/7/365 basis, and allow for multiple contacts and notification methods. All notifications can be customized by the number and order of agency personnel who will be notified as well as the amount of delay time between each notification attempt. For example, staff member "X" will be notified first by text message, staff member "Y" will be notified by email two minutes (or at any agency-determined interval) later, and staff member "Z" will be notified five minutes (or any other agency-determined interval) later by fax.

6. *Proposer shall provide a secure monitoring center and facility, which has staff physically present at all times. The Proposer shall describe the physical security of the monitoring center facility.*

BI's Monitoring Operations provides a complete, secure, and advanced compliance monitoring structure that encompasses all systems, hardware, software, and communications to support our entire continuum of electronic and alcohol monitoring products. The Monitoring Operations Center houses all program data in a secure facility equipped with alarms and secure-access entryways, with the highest-quality network protections and redundancies to keep data secure and confidential.

Facility Security and Alarms. Access to BI's Monitoring Operations Center is controlled with a keyed elevator system. BI personnel escort visitors at all times while visiting the facility. BI maintains internal security with electronic door controls, which are accessible only through security swipe cards. The outside lighting on the perimeter of the building illuminates both the building and its adjacent parking lots. The facility is continuously monitored by a closed circuit TV system, and cameras are strategically placed in the lobbies and in the elevators. Our technical personnel monitor BI's data centers 24/7/365, and only authorized personnel with keycard security clearance can access these facilities. BI's data facilities include robust fire suppression systems, along with multiple redundant cooling systems to rigidly maintain temperature and humidity. In addition, our data centers are equipped with sensors to detect the presence of water that can cause damage. All of these security measures immediately alert our technical response team of a potential problem.

Monitoring Server Security and Alarms. All monitoring computers and server systems in BI's Monitoring Operations Center are isolated from areas that general employees can access. Server rooms require access cards for entry, and access is limited to key IT and BI personnel. In addition, Monitoring Operations Supervisors are always onsite, 24 hours a day, 365 days a year, and monitoring management

and system development teams are continuously on call. These tenured management personnel observe employee behavior to ensure unauthorized employees do not access proprietary systems. The server rooms contain multiple tools to monitor who is accessing the server architecture in the monitoring facility, including cameras in the server room, cameras outside the server room, and an alarm that is triggered if someone forces the door open.

E. Monitoring System Software Requirements

Comprehensive and easy to use, TotalAccess is the software application that supports the BI continuum of radio frequency, GPS, and alcohol monitoring equipment. TotalAccess is available 24/7/365 from any web-enabled computer, smartphone, or tablet. TotalAccess offers the following advantages:

- **A Single Point of Access.** BI TotalAccess was designed with corrections professionals in mind. Providing one interface from which to manage an entire caseload, TotalAccess offers intuitive functionality and time-saving conveniences. TotalAccess eliminates the frustration of learning multiple programs for different equipment types. Agency personnel juggling multiple types of monitoring equipment can easily retrieve client data, reports, inventory information, and more using this single platform.
- **Conveniences for Mobile Officers.** TotalAccess provides several time-saving features for users on the go. TotalAccess accommodates each client's individual information and is capable of saving all new and modified information in near real-time. With one click of a web-enabled device, authorized users can view their caseloads, close alerts, send client notifications, and more.
- **Advanced Mapping Capabilities.** Agency personnel with GPS caseloads have access to sophisticated mapping technologies that are integrated with TotalAccess. Microsoft® Bing® Maps for Enterprise is used to build zones and review client movements. Users can look at maps in two or three dimensional forms and view road, aerial, and bird's eye views of GPS points.
- **Robust Reporting.** Several standard reports are available within TotalAccess to review client activity, alert summaries, caseload statistics, inventory status, and more. Beyond standard reporting capabilities, users also have the ability to create custom reports within TotalAccess. Reports can be exported to a variety of applications including Word, Excel or a PDF document. Additionally, users can schedule report deliveries to designated emails or fax numbers.
- **Agency Level Access.** TotalAccess incorporates several features that support agency level efficiency. Agency staff can access multiple agency numbers with one username. Inventory management is made easier by the ability to view inventory data across multiple agencies and easily transfer equipment between them. Group zones also save agencies time by enabling staff to assign a set of zones to some or all of their caseload rather than building them individually for each client.

The screenshot displays the TotalAccess Enrollment Screen. The interface includes a top navigation bar with tabs for Agencies, Users, Clients, Maps, Reports, Messages, My Profile, Help, and Log Out. Below this is a search bar and a set of tabs for Agency, Community Corrections, Zones and Schedules, Client Profile, Device Setup, Mapping, and Tools. The main form is divided into three sections: Case Information, Personal Information, and Contact Information. The Case Information section includes fields for Agency (Community Corrections), Officer (Select Officer), Start Date (10/31/2015), Expected End Date, and Risk Level (High). The Personal Information section includes fields for First Name, Last Name, SSN#, DOB, Client Type, Case ID, Alias, Gender, System Language (English), Height, Weight, Country of Origin, and Language Spoken. The Contact Information section includes fields for Address 1, Address 2, City, State or Territory (Colorado), Zip Code, Country (United States), and Time Zone (Mountain). A 'Save Changes' button is located in the top right corner of the form.

Figure 18. TotalAccess Enrollment Screen

The electronic monitoring (RF & GPS) tracking system software must be accessible from the Internet, and not require any software besides Internet Explorer 5.5 or higher. The GPS tracking software must be a web-based application, accessible from any web-enabled computer. The proposer must provide each County officer a login ID and security password. Access to the tracking system software must allow for:

TotalAccess is accessible from any web-enabled device. It does not require the agency to download additional software, and is compatible with Internet Explorer 5.5 and higher. Each County officer will receive a unique login ID and security password.

1. Enrolling and deleting clients from the system.

Agency personnel can enroll and delete clients from TotalAccess.

2. Entering and editing of client information including schedules and zones for GPS.

Client information including entering and editing of schedules and GPS zones can be done at any time in TotalAccess. Changes to schedules and zones take effect in near real-time.

3. Entering numerous schedules and zones (GPS) per client.

TotalAccess allows for multiple schedules and zones to be assigned to each client.

4. Viewing event histories.

TotalAccess incorporates a feature-rich *Caseload Snapshot* screen where agencies can quickly review the status of their entire caseload. Selecting the client from the *Caseload Snapshot* page takes agencies to an *Alerts and Events* screen where they can review current and historical activity. Functions available on these pages include:

- View current and prior status events.
- Add comments.
- Close one, multiple, or all violations for the client.
- Enter the date parameters to view historical status information.
- Sort the Caseload Snapshot screen by any field, including violation status, equipment type, location status, event, time, client, or agency.
- View the time of the last GPS position fix.

5. Viewing and processing violations / alerts.

Authorized users are able to view and process alerts and notifications from within the TotalAccess software platform, the mobile application, or by calling the BI Monitoring Operations Center. TotalAccess allows supervisory personnel to acknowledge, close, and write comments about alert notifications.

6. Viewing, printing, and download of all of all scheduled and "on demand" reports in a standard format (Word, Excel, PDF).

All scheduled and on demand reports can be downloaded in Word, Excel, or PDF formats. Reports can be emailed or faxed at agency-designated intervals and specific times.

7. Create GPS zones that can:

a. Be designated as inclusion, exclusion or buffer zone.

Through the TotalAccess software, agencies can create, delete, and modify zones, as well as apply schedules to the zones, at any time. TotalAccess provides extensive zone creation functionality designed to accommodate complex client schedules and reporting conditions. Available zone types include:

- **Inclusion Zones.** The client must remain within an Inclusion Zone during specified times. For example, the client may be required to remain at work between 09:00 and 17:30. If the client leaves work during this time period, the system generates an alert.
- **Exclusion Zones.** Exclusion Zones are areas the client may not enter at any time. For example, the client may be required to stay at least one mile away from a specific address or predefined locations such as schools.
- **Buffer Zones.** TotalAccess automatically creates 1000-foot Buffer Zones around all Exclusion Zones. When a client crosses into a Buffer Zone, it does not constitute a zone violation, but the device increases its GPS collection rate to once every 15 seconds, and will then report into the central monitoring computer once per minute, providing agency personnel with access to up-to-date location information on the client. The size of these Buffer Zones can be modified in TotalAccess.
- **Areas of Interest.** An Area of Interest is a zone that the client may enter and leave without generating a violation. An example of an Area of Interest Zone is a home where the client needs to drop off or pick up children at specified times on certain days. At all other times the home would be off limits. TotalAccess records “Enter” and “Leave” events, allowing personnel to track the client’s movements in the specific area without generating alerts.
- **Master Inclusion Zones.** The client must remain within a Master Inclusion Zone at all times. Examples of Master Inclusion Zones are counties and states. Only one Master Inclusion Zone can be designated per client. Users can set up Inclusion Zones, Exclusion Zones, and Areas of Interest within a Master Inclusion Zone. BI’s monitoring system generates an alert when the client leaves the Master Inclusion Zone.
- **Primary Location Zone.** A Primary Location Zone can be created around the client’s residence or primary location. The client is required to stay in the Primary Location Zone at all times unless sanctioned to leave for work, school, or other permitted activities. A May Be Away schedule can be created for times when the client is allowed to be away from the Primary Location Zone.
- **Group Zones.** As a significant benefit, TotalAccess also includes a Group Zone feature. Group Zones allow agencies to quickly assign pre-established zones on an agency-wide basis or for specific client populations. Using TotalAccess, an agency administrator first creates and saves the desired zones around each location. Then, whenever agency personnel enroll a client, they can simply select the appropriate option to quickly apply pre-established zones to an individual client. With Group Zones, there is no need to continually recreate the same commonly used zones, which saves significant staff time and resources.

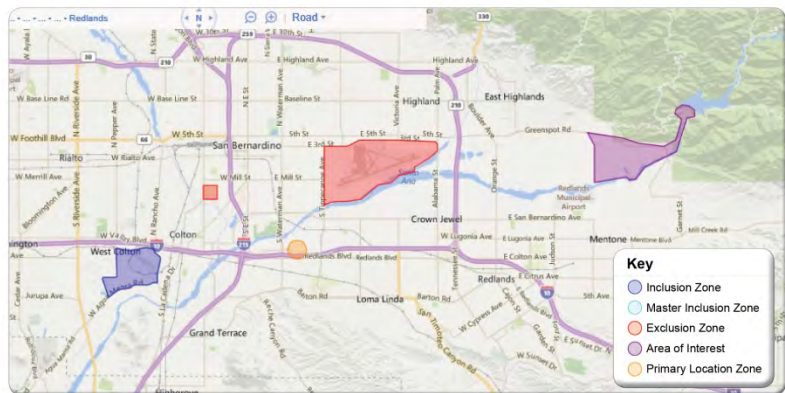


Figure 19. Custom Zone Shapes

b. Be created in any custom shape (not limited to standard shapes such as circles)

In addition to standard shapes such as circles, squares, and rectangles, agency personnel can create zones in unique shapes with up to 22 sides.

c. Buffer zones must allow for increased monitoring / tracking of client.

TotalAccess automatically creates 1000-foot Buffer Zones around all Exclusion Zones. When a client crosses into a Buffer Zone, it does not constitute a zone violation, but the device increases its GPS collection rate to once every 15 seconds, and will then report into the central monitoring computer once per minute, providing agency personnel with access to up-to-date location information on the client.

8. When creating or viewing zones, County staff must be able to view multiple map views, to include a standard map view and a satellite map view.

Users have several map views to choose from when setting up zones, running reports, and viewing client movement history. TotalAccess includes industry-leading mapping technologies that display geographic information in a roadmap or aerial format. Users can easily zoom in and out of maps from street level to statewide. The aerial mapping view delivers bird's-eye and satellite imagery with mapping, location, and search functionality. These high-resolution maps are available in two or three dimensions. TotalAccess mapping allows County personnel to quickly view exclusion and inclusion zones and shows basic local points such as parks, schools, and retail areas.

9. If the County officer does not provide an address when creating a zone, the software should provide an address when the officer clicks on the map. The software should also have the ability to provide an address based on the latitude and longitude of collected GPS points.

GPS points on TotalAccess display an address when an officer hovers the mouse over the location. TotalAccess can correlate an address based on the latitude and longitude of the collected GPS points. In addition, when an officer hovering over a GPS point within a TotalAccess map, the following information is also displayed:

- Date and time the GPS point was collected
- Client name
- Latitude
- Longitude
- Speed the client was traveling
- Direction of travel
- Number of satellites used to acquire the location point
- Nearest address

The maps contain recognizable state, county, and municipality data, and agencies can view the street names within the map as well.

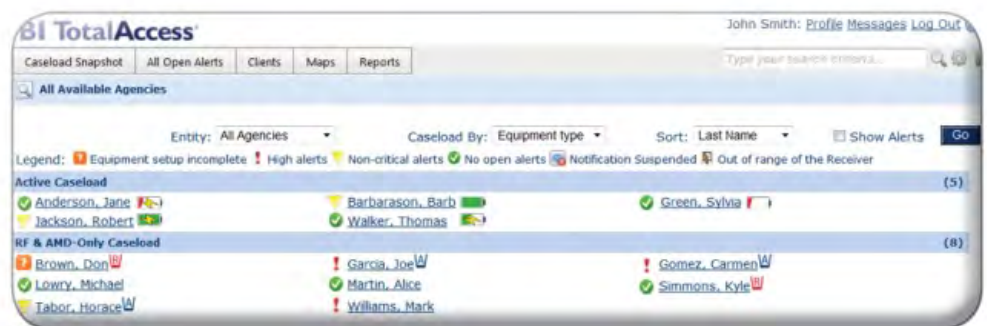


Figure 20. Caseload Snapshot

10. The software must allow officers to view their active caseload on one page. County staff must be able to sort their caseload by name, alert status, location status, risk level, and by equipment type.

TotalAccess incorporates a feature-rich *Caseload Snapshot* screen where agencies can quickly review the status of their entire caseload. Selecting the client from the *Caseload Snapshot* page takes agencies to an *Alerts and Events* screen where they can review current and historical activity. Functions available on these pages include the following:

- Sort by name, alert status, location status, risk level, or equipment type.
- View current and prior status events.
- Add comments.
- Close one, multiple, or all violations for the client.
- Enter the date parameters to view historical status information.
- Sort the *Caseload Snapshot* screen by any field, including violation status, equipment type, location status, event, time, client, or agency.
- View the time of the last GPS position fix.

11. County personnel must be able to transfer client caseloads between officers.

TotalAccess allows authorized agency personnel to transfer client caseloads between officers.

12. Violation notification must be customizable at the officer level and the client level through the software interface.

BI will provide customized notification methods to meet an agency's unique needs. This includes standard and automated (text, email, pager, and fax) notification. All notifications, regardless of level, occur on a 24/7/365 basis, and allow for multiple contacts and notification methods. All notifications can be customized by the number and order of agency personnel who will be notified as well as the amount of delay time between each notification attempt. For example, staff member "X" will be notified first by text message, staff member "Y" will be notified by email two minutes (or at any agency-determined interval) later, and staff member "Z" will be notified five minutes (or any other agency-determined interval) later by fax.

13. Violation notifications must be able to be sent by alphanumeric paging and email.

Violation notifications can be sent by text, email, and alphanumeric pager.

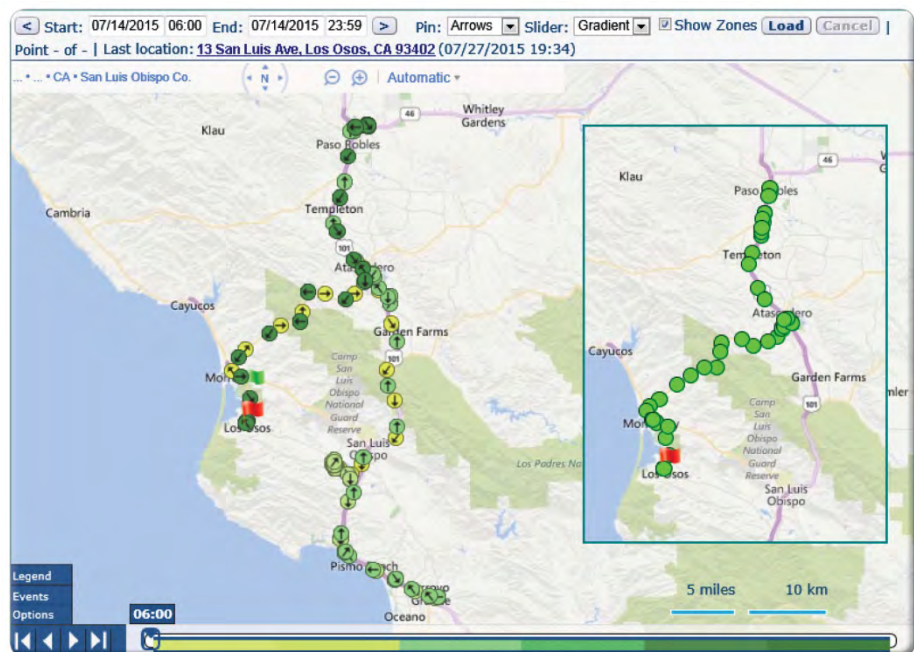


Figure 21. Progressive Playback

- 14. County personnel must be able to make notes in the software about any alert that a client generates, with the note being attached to the alert.*

TotalAccess includes an open field where officers can write notes. This note is attached to the client's record, including all alerts associated with the client.

- 15. County personnel must be able to close one or all alerts, and track who closed an alert. They must also be able to reopen closed alerts.*

The OneTouch feature in TotalAccess allows agency personnel to receive email alert notification on their computer or smartphone and manage the alert themselves. Links in the notification email allow agency personnel to close the alert, delay it (to be closed later), or connect via BI Mobile to manage limited participant information, such as a one-time curfew schedule extension.

All OneTouch actions are logged as completed by the OneTouch user, providing confirmation that alerts were addressed by agency personnel. Alerts that are not addressed in a timely manner can be set up to automatically escalate to other agency personnel. TotalAccess closed-loop notification can also easily accommodate temporary agency personnel changes, duty officer rotations, and holiday on-call shifts. Alerts are able to be re-opened by agency personnel.

- 16. Available reports must include a mapping report that includes the time, speed, direction, latitude, longitude, number of satellites, and address of each GPS data point collected for a client. County personnel must be able to zoom in and out, fast-forward, and rewind when viewing the report, and be able to print the report.*

TotalAccess includes a variety of mapping reports that display the client's collected GPS points to include the time, speed, direction, latitude, longitude, and number of satellites used to obtain location data. All



Figure 22. Monitoring Operations Specialist

TotalAccess mapping applications include reverse geo-coding, allowing the software to generate an approximate address for a location indicated on a map. Reverse geo-coding uses the latitude and longitude coordinates of a location to determine the closest street. It then returns a likely address along that street, relative to nearby cross streets. Authorized users have several map views to choose from when setting up zones, running reports, and viewing client movement history. All mapping reports can be printed.

TotalAccess's progressive playback feature allows GPS points to be viewed using forward and reverse playback at three different speeds. GPS points can be viewed one point at a time. Arrows show the direction of a participant's movement, along with a scrolling list of events that correspond to the GPS points during playback. A color gradient bar shows the passage of time. Agency personnel can hover the mouse over any GPS point to display the participant's name, latitude, longitude, direction, speed, number of visible satellites, and a link to the nearest address. Progressive playback with configurable dates and ranges can be utilized for any participant being tracked with the ExacuTrack One or LOC8.

- 17. Available reports must include a report for a single alert that includes a map (if the alert is a zone violation), the client's zones and schedules, and any comments associated with that alert. County personnel must be able to print all reports.*

Single alerts reports—include a map, the client's zone and schedule, along with any comments associated with the alert—are available in TotalAccess. All reports are able to printed or emailed.

- 18. The software must allow County personnel to request, on-demand, current tracking information of any tracking unit, regardless of active or passive status. This request will cause the tracking unit to send its current location information to the central monitoring computer. The software must then provide a map to display the location.*

County personnel can request an on-demand location point and all current tracking information for any client by “pinging” the ExacuTrack One and LOC8 tracking units through TotalAccess. This functionality is available regardless of reporting status of the tracking unit. Pinging a unit sends a request from the central monitoring computer to the specific client’s tracking unit, requesting the unit to upload a current location and all stored data. The location is displayed on a map within TotalAccess, including longitude, latitude, and nearest address.

F. Customer Service / Support

- 1. The vendor must provide customer support, at no additional cost, which is available, toll-free, 24 hours per day, 365 days per year.*

BI’s Monitoring Operations Specialists are available 24/7/365 via toll-free number or email to assist the County with troubleshooting or other customer support tasks.

- 2. In the event that agency personnel do not have a web-enabled computer available, customer support shall also include client status checks and necessary updates to events schedule (County personnel will normally have access to a web-enabled computer).*

Authorized agency personnel can call the Monitoring Operations Center to request client status checks and schedule adjustments. Monitoring Specialists are available 24/7/365.

- 3. All calls to the vendor's customer support center must be recorded and the recordings made available, upon request, for a period of at least one year.*

All calls into the Monitoring Operations Center are recorded and stored for at least one year. BI will provide the County with the records upon request.

- 4. When agency personnel call the vendor's customer support number, the call must be answered directly by a customer support representative.*

Monitoring Operations Specialists answer all incoming calls. On average, 99.2% of inbound calls to the Monitoring Operations Center are answered in less than 60 seconds.

Customer service representatives should be trained and certified for the equipment and systems for which they provide support.

All BI Monitoring Operations staff must complete an intensive seven-week training program and pass rigorous software and equipment tests prior to working independently in the center. Annual recertification and periodic technology reviews ensure staff understand the equipment and systems they support and can explain upgrades and enhancements to agency staff.

G. Additional Products and Services

LOC8

BI LOC8 unit is a lightweight, one-piece, ankle-mounted device that tracks participant location and movement in near-real time. Its sleek, horizontal design makes for a comfortable, ergonomic fit, and its unique battery design allows for cordless, less restrictive charging. LOC8 uses GPS, Wi-Fi, and CellLocate™ for optimal location accuracy even in the most challenging environments, such as densely populated urban canyons. The LOC8 collects location points and transmits them to the central monitoring computer, which analyzes incoming data and compares location points to a participant's pre-determined zones and schedules. Key features of LOC8 include the following:



Figure 23. LOC8

- ***Innovative, Cordless Battery Charging.*** The LOC8's design incorporates two external batteries, which can each be used for up to 20 hours on a single charge, with an internal battery, which powers the device for up to two hours while the participant exchanges a depleted external battery. This innovative battery design allows the participant to remove a depleted battery and replace it with a fully charged battery in a matter of seconds with no lapse in monitoring, resulting in cordless, minimally restrictive charging for the participant.
- ***Sleek, Compact Design.*** The LOC8 weighs just 5 ounces fully assembled and is engineered with a horizontal design to lie flush with the participant's ankle, making for a more discreet, ergonomic fit.
- ***Advanced Location Detection Technologies.*** The LOC8 uses a combination of GPS positioning, Wi-Fi, and CellLocate™ to reliably pinpoint participant location in varied geographical and environmental conditions.
- ***Customizable, "Cut-to-Fit" Straps.*** The LOC8 incorporates a "cut-to-fit" strap, which can be easily installed and sized to fit all participants.
- ***Communication with Participants.*** The LOC8 comes with a water-resistant, built-in speaker that communicates agency-specified, prerecorded messages that the participant acknowledges by simply tapping the device rather than by pushing a button. Communication can also be sent by vibration, making it possible to communicate with hearing impaired participants as well as discreetly communicate with participants.
- ***Large, On-Board Memory Capacity.*** Up to 50,000 events and 150 zones can be stored in the nonvolatile memory of the LOC8, ensuring that participants with complex schedules and court mandates are accurately tracked.
- ***Robust Tamper Detection Technologies.*** The LOC8 uses these dependable tamper detection technologies to promptly alert agency staff if a participant attempts to tamper with equipment:
 - ***Proximity Tamper Detection Technology.*** The circuitry within the LOC8 can detect if the tracking unit is no longer snugly fitted against the participant's leg. If the tracking unit detects it is not snugly fitted against the leg, it will send a *Proximity Tamper* event to the host that can then escalate and notify authorities.
 - ***Motion Detection Technology.*** A state of the art motion sensor can detect when the unit has been motionless for a predetermined amount of time, at which point it generates a *No Motion* event. When the motion sensor detects movement, the unit records a *Tracker Moving* event with the date and time identified.

- **Fiber-Optic Tamper Detection Technology.** A fiber-optic strap and hinge assembly secure the unit to the participant's ankle. If the fiber-optic circuitry is interrupted (e.g., if the participant cuts, removes, or disassembles the strap), the unit sends a *Strap Tamper* message to the central monitoring computer.
- **Physical Tamper Detection Technology.** The LOC8's "cut-to-fit" strap is equipped with locking caps where the strap is inserted into the housing, ensuring the strap cannot be removed without leaving physical evidence.

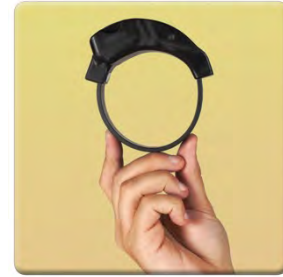


Figure 24. LOC8 Compact Size

BI TAD

BI's TAD (Transdermal Alcohol Detector) was the industry's first device to offer a continuous alcohol monitoring and radio frequency in a single device with seven tamper detection features. TAD is a water-resistant, battery-operated device that continuously measures ingested alcohol via vaporous or insensible perspiration passed through the skin via a sensor resting firmly on the client's leg. It detects and reports alcohol events with more than a 0.020 transdermal alcohol concentration (TAC) threshold. TAD applies a proprietary algorithm to generate a baseline for each individual and enhance testing accuracy.



Figure 25. TAD

For agencies that perform alcohol and curfew monitoring, TAD provides a comprehensive solution in one product. Agencies are able to eliminate inventory management issues by using TAD for clients on alcohol and RF monitoring. Using the proven 314.2 Mhz frequency and the same RF monitoring technology trusted in other BI products, TAD is capable of monitoring the presence or absence of a client in the home. If a violation is detected, an alert is generated, and the supervising agency or officer is notified.

- **Continuous Alcohol Monitoring and More.** BI TAD was the industry's first device to offer continuous alcohol monitoring and radio frequency in a single device. As a result, judges and community corrections officers can monitor sobriety and curfews with one, easy-to-use and reliable device.
- **Key Features:**
 - *Dual Capabilities*
 - *Advanced Technology*
 - *Court Admissible*
 - *Tamper-Resistant Features*
 - *Monitoring Operations*
- **One System—Two Capabilities.** By combining alcohol and radio frequency monitoring in one system, agencies save. And, TAD offers so much more: around-the-clock officer login; variable range settings for curfew monitoring; and a lightweight (less than 8 ounces) long-lasting, field-replaceable battery.
- **Advanced Technology, Yet Simple to Use.** TAD is a water-resistant, battery-operated device that measures ingested alcohol through a sensor resting firmly on the client's leg. This continuous alcohol monitoring device measures offender alcohol use via vaporous or insensible perspiration passed through the skin. TAD applies a proprietary algorithm to generate a baseline for each individual and enhance testing accuracy.

- ***Meeting the Daubert Standard for Courts.*** Results generated by TAD standalone—no secondary or backup testing is needed. TAD has single source admissibility for court and revocation hearings and has met the Daubert standard of scientific evidence admissibility.
- ***Seven Tamper Detection Features.*** TAD has seven tamper-resistant features to ensure reliability and accuracy, including proximity, motion, skin-contact sensors, fiber-optic strap detection, and more. Officers can also be alerted to violations via email, smartphone, or tablet.

BI Data Analytics

BI has developed a specialized analytic application that strengthens the reporting features in TotalAccess to maximize and enable administrators to proactively manage the health of their agency's electronic monitoring program.

Data Analytics collects, organizes, and analyzes large sets of data. Our proprietary application takes the vast amount of offender tracking data and is able to draw conclusions and make inferences on behavior trends, creating actionable information for officers. Data analytics can uncover hidden elements in the enormous amounts of data captured in TotalAccess. These elements will be used to formulate trends, construct profiles and analytic reports, and build predictive models that create insights about the client population. BI's Data Analytics promotes key insights and learnings through the use of high-quality graphics to visually display key learnings and trends.

The BI Data Analytics Engine will collect disparate information from multiple sources, such as client data, geographic information, crime data, demographic information, and business data. Once communicated to TotalAccess, this information will offer the following unique advantages:

- Enhanced Reporting
- User Interface Enhancements
- Time-Saving Tools for Agency Personnel
- Risk-Based Analytics

Rather than logging on to disparate systems and comparing information, BI's Data Analytics is integrated with TotalAccess, allowing officers to efficiently query offender location and date/time ranges to establish proximity to a crime scene. BI's Data Analytics promotes key insights and learnings through the use of high-quality graphics to visually display key learnings and trends. For an additional fee, agencies are able to access sophisticated trends in offender behavior, allowing them to make more educated monitoring decisions. Examples of the BI Data Analytics interface are represented in *Figure 26* and *Figure 27*.



Figure 26. BI Data Analytics Dashboard

The BI Analytics Dashboard helps officers assess which aspect of a client's monitoring demands immediate attention. By using data to analyze and report risk and displaying the data easy to comprehend graphics, officers can make actionable decisions based on a client's historical data.

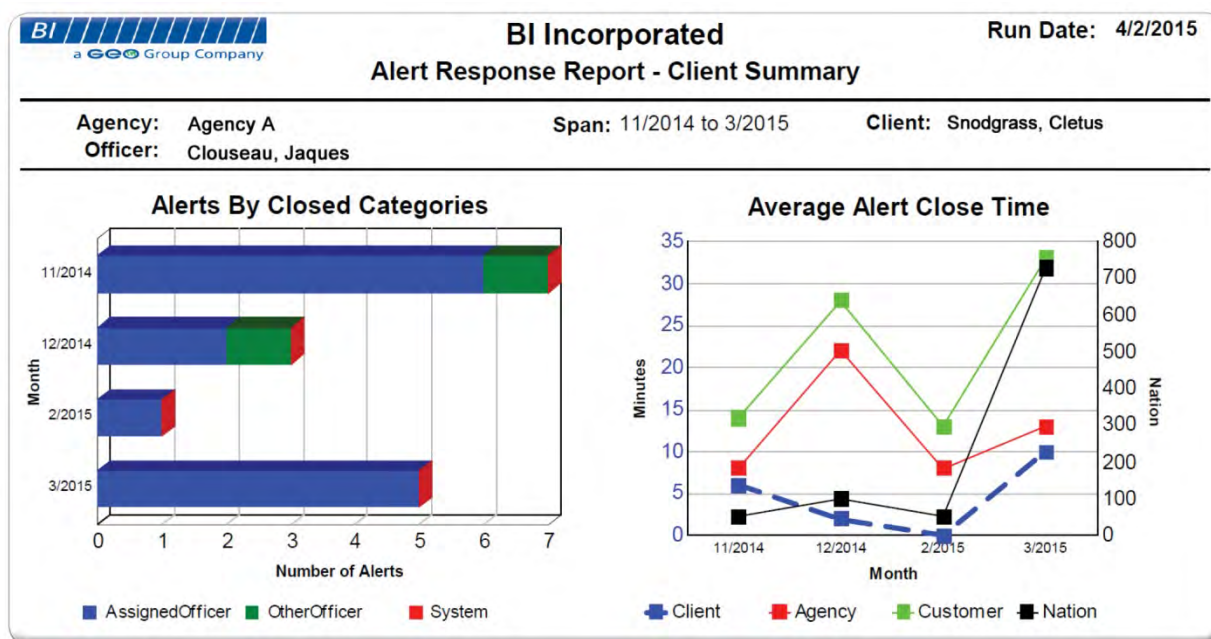


Figure 27. BI Data Analytics Client Summary

BI Analytics Client Summaries help agencies evaluate officer performance and the overall health of their electronic monitoring program. Data such as average alert close times and categories of alerts illustrate areas of high performance and can also show what actions may need improvement.

BI Self-Pay Option for Offenders

As a component of BI's Monitoring Operations, we offer a comprehensive monthly billing package to simplify the collection of fees from electronic monitoring participants. When an agency designates the client as self-pay during enrollment, that participant's data is automatically entered into BI's Self-Pay system. Self-Pay participants receive a monthly invoice from BI and pay via money order, cashier's check, or credit card. BI credits participant payments on the agency's monthly invoices. The agency is responsible for any remaining amount.

- During participant enrollment, agencies designate the participant as self-pay and indicate the daily billing rate.
- At the end of every month, BI sends an invoice to each participant. The invoice includes current monthly charges and the account balance.
- The participant invoice includes a tear-off remittance stub to be returned with payment. Invoices sent directly to participants include a pre-addressed return envelope for those who choose to pay by money order or cashier's check.
- Self-Pay participants may make credit card payments via a secure, online payment portal at their own convenience, on a 24hour basis, seven day a week. Participants also have the option to call the Customer Business Services during BI's normal business hours (Monday through Friday, 7AM – 5PM, Mountain Time) to make a credit card payment over the phone.
- BI accepts participant payments throughout the month.
- At the end of each month, BI invoices the agency for all active participants, and deducts the total amount of participant payments received during that month. The agency is responsible for paying the net amount on the invoice.
- In addition to a monthly invoice, the agency will receive a roster listing all Self-Pay participants, their current charges, payments received during the month, and outstanding balance. The total participant payments received will appear as a deduction on the agency invoice.
- If participant payments in a given month exceed billed services, the remaining credit will be applied to the agency's next monthly invoice.
- To accommodate specific programs or participant populations, BI will bill the participant for all, or just part, of the cost of that participant's electronic monitoring. Similarly, BI can bill different participants at different rates if the agency bases the rate on the participant's hourly wage.
- TotalAccess includes billing and payment information for Self-Pay participants. Agencies may run reports anytime to view billing amounts, payments, and refunds.