GUILLERMO VIERA ROSA
Chief Probation Officer

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

37 September 15, 2026

EDWARD YEN
EXECUTIVE OFFICER

August 04, 2026

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF A CONTRACT WITH SATELLITE TRACKING OF PEOPLE DBA SECURUS TO PROVIDE COMPREHENSIVE ELECTRONIC MONITORING SERVICES FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

The County of Los Angeles Probation Department (Probation) requests approval of a Contract with Satellite Tracking of People (STOP) DBA Securus to provide Comprehensive Electronic Monitoring Services (CEMS).

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Chief Probation Officer or his designee to execute a Contract, substantially similar to the attached Contract (Attachment), between Probation and STOP DBA Securus to provide CEMS for a five (5) year period, commencing November 1, 2026, through October 31, 2031, for an estimated amount of $35,000,000, upon approval as to form by County Counsel.

2. Delegate authority to the Chief Probation Officer, or his designee, to prepare and execute contract modifications that extend the term of the contract for up to two (2) additional, consecutive thirty (30) month periods, for a total of five (5) years, upon approval as to form by County Counsel and subject to the availability of funding

3. Delegate authority to the Chief Probation Officer or his designee to approve: 1) non-material, technical, and administrative changes to the contract, 2) any necessary changes to the scope of

service, and if necessary, 3) termination of the contract, in whole or in part, upon approval as to form by County Counsel.

4. Delegate authority to the Chief Probation Officer, or his designee, to execute modifications to the contract that increase/decrease the contract rates, by an amount not to exceed twenty-five percent (25%) of the original contract rates, and/or extend the term of the contract for up to six (6) additional months for a maximum contract term of ten (10) years and six (6) months pursuant to the terms contained therein, upon approval as to form by County Counsel and subject to the availability of funding.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to obtain approval of a Contract (Attachment) with STOP DBA Securus for CEMS. Contractor will provide all technology, equipment, consumables, systems and related support services, cellular wireless services, accessories, tracking services, data storage, local law enforcement crime scene incident data collection and storage, crime scene correlation mapping analysis and reporting, point pattern analysis, monitoring center support services, training, user manuals, consultation, on-site assistance, and problem analysis including, but not limited to, additional support services.

Implementation of Strategic Plan Goals

The recommended actions support Countywide Strategic Plan North Star 2: Foster Vibrant and Resilient Communities, Focus Area Goal B, Care First, Jails Last. Specifically, it will address Strategy iii, Integrated, Equitable, and Culturally-Responsive Services.

FISCAL IMPACT/FINANCING

Probation has identified funding in its operating budget via net County cost and State AB 109 revenue to cover the initial five-year term of the contract, currently estimated at $7,000,000 per year. Funding for optional terms and additional unforeseen work and costs will be subject to funding availability, and will be considered as part of the normal budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Contract shall be effective upon its execution by the Chief Probation Officer or his designee, and the initial term will be for a (5) year period, with two (2) optional additional, and consecutive, thirty (30) month extension periods and a subsequent six (6) month-to-month extension period for a total maximum Contract term of ten (10) years and six (6) months. There is no impact on departmental employee relations since this is not a Proposition A contract. Probation has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this Contract.

The Contract (Attachment) contains the Board's required contract provisions, including consideration of qualified county employees targeted for layoffs, and Greater Avenues for Independence/Skills and Training to Achieve Readiness for Tomorrow participants for employment openings, compliance with the Jury Service Ordinance, the Safely Surrendered Baby law, and the Child Support Program.

The Contract (Attachment) has been reviewed and approved as to form by County Counsel. The

County will not request that the Contractor perform any services that exceed the Board-approved contracted amount, scope of work or contract term.

CONTRACTING PROCESS

A comprehensive Request for Proposals (RFP) solicitation process was conducted. Probation released an RFP for CEMS on February 24, 2025. As part of the competitive solicitation process, forty-four (44) solicitation letters were sent to service providers and advertisements were placed in the Los Angeles Times, Nuestra Comunidad and the Lynwood Journal. The solicitation information along with the RFP was also made available through the internet on the County of Los Angeles Internal Services Department and Probation websites. As a result of the solicitation process, twelve (12) potential providers registered for, and attended the Virtual Proposer's Conference (Conference). Four (4) proposals were received and evaluated using the initial "pass/fail" process, which was consistent with the Selection Process and Evaluation Criteria set forth in the RFP.

During the initial screening, all four (4) proposals met the Minimum Mandatory Requirements as stated in the RFP. An evaluation committee was formed to evaluate the four (4) proposals. Financial subject matter experts assessed the Proposers' respective financial viability to perform the work.

The proposer that was rated the highest by the evaluation committee as being the most responsive to the RFP, having demonstrated the experience required, and most closely able to meet the needs of the Department to provide the required services, was STOP DBA Securus. There are no protests pending.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will enable Probation to provide critically needed CEMS.

Respectfully submitted,

GUILLERMO VIERA ROSA
Chief Probation Officer

GVR:TH:YH:ds

Enclosures

c: Executive Officer
Chief Executive Officer
County Counsel

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

SATELLITE TRACKING OF PEOPLE (STOP), LLC DBA SECURUS MONITORING

FOR

COMPREHENSIVE ELECTRONIC MONITORING SERVICES

CONTRACT # 640-26-XXXX

PENDING THROUGH PENDING

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CONTRACT BETWEEN
COUNTY OF LOS ANGELES PROBATION DEPARTMENT
AND
SATELLITE OF TRACKING OF PEOPLE (STOP), LLC
DBA SECURUS MONITORING
TO PROVIDE
COMPREHENSIVE ELECTRONIC MONITORING SERVICES

This Contract ("Contract") made and entered into this _____ day of _____, 2026 by and between the County of Los Angeles, hereinafter referred to as "County" and Satellite of Tracking of People, LLC, DBA Securus Monitoring hereinafter referred to as "Contractor". Satellite of Tracking of People, LLC, DBA Securus Monitoring is located at 5353 W. Sam Houston Parkway North, Suite 190, Houston, TX 77041.

RECITALS

WHEREAS, the County of Los Angeles Probation Department has a need for the Contractor to provide Comprehensive Electronic Monitoring Services; and

WHEREAS, the County through its Probation Officer, is authorized to Contract under California Governmental Code Section 31000; and

WHEREAS, the County of Los Angeles through its Probation Officer, is authorized under California Penal Code Section 1203.14 and otherwise to engage in activities designed to monitor persons placed on probation and to prevent juvenile and adult delinquency such as contemplated by this Contract; and

WHEREAS, the Contractor is duly qualified to engage in the business of providing services as set forth hereunder and warrants that it possesses the licenses, competence, experience, preparation, organization and staffing and facilities to provide services as described in this Contract; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1 APPLICABLE DOCUMENTS

Exhibits A, B-B3, D, E, F1, F2, F3, I, K, L, M, N, O, P, Q, R, and S, are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1 EXHIBIT A Statement of Work

1.2 EXHIBIT B-B3 Pricing Sheets

1.3 EXHIBIT C Intentionally Omitted

1.4 EXHIBIT D County's Administration

1.5 EXHIBIT E Contractor's Administration

1.6 EXHIBIT F Confidentiality Forms

- F1 Contractor Acknowledgement and Confidentiality Agreement
- F2 Contractor Employee Acknowledgement and Confidentiality Agreement
- F3 Contractor Non-Employee Acknowledgement and Confidentiality Agreement

1.7 EXHIBIT G Intentionally Omitted

1.8 EXHIBIT H Intentionally Omitted

1.9 EXHIBIT I Information Security and Privacy Requirements

1.10 EXHIBIT J Intentionally Omitted

1.11 EXHIBIT K - Safely Surrendered Baby Law

1.12 EXHIBIT L Charitable Contributions Certification

1.13 EXHIBIT M - Background Request Form

1.14 EXHIBIT N Contract Discrepancy Report

1.15 EXHIBIT O Confidentiality of CORI Information

1.16 EXHIBIT P Performance Requirements Summary (PRS) Chart

1.17 EXHIBIT Q Equipment Requirements

1.18 EXHIBIT R EMP Operational Procedures Manual

1.19 EXHIBIT S CEMS Implementation Requirements

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2 DEFINITIONS

2.1 Standard Definitions:

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1.1 Board of Supervisors (Board): The Board of Supervisors of the County of Los Angeles acting as governing body.

2.1.2 Contract: This agreement executed between the County and the Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.

2.1.3 Contractor: The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.

2.1.4 Contractor's Project Director: Person designated by the Contractor to administer the Contract operations after the Contract award.

2.1.5 County's Contract Analyst: The person designated by the County to manage and facilitate the administrative functions of the Contract.

2.1.6 County's Contract Manager: Person designated by the County with authority for the County on contractual or administrative matters relating to the Contract.

2.1.7 County's Contract Monitor: Person designated by the County to monitor the Contract and provide reports to the County's Contract Manager and the County's Program Manager.

2.1.8 County's Program Manager: Person designated by the County to manage the daily operations under this Contract.

2.1.9 Day(s): Calendar day(s) unless otherwise specified.

2.1.10 Fiscal Year: The twelve (12) month period beginning July 1st and ending the following June 30th.

2.1.11 Statement of Work: The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the Contract services.

2.1.12 Subcontract: An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.

2.1.13 Subcontractor: Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to the Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

3 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.

4 TERM OF CONTRACT

4.1 The term of this Contract will be for a five (5) year period commencing _____ through _____, unless terminated or extended in whole or in part, as provided in the Contract. Contingent upon available funding, the Contract may be extended by the Chief Probation Officer and the authorized official of the Contractor, by mutual written agreement, for up to two (2) additional and consecutive thirty (30) month periods for a total maximum Contract term of ten (10) years.

4.2 Contingent upon available funding, the term of the Contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of

the Chief Probation Officer and the written concurrence of the Contractor. All terms of the Contract in effect at the time of extending the term shall remain in effect for the duration of the extension.

The County maintains databases that track/monitor the Contractor's performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Contract term extension option.

4.3 The Contractor must notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

5 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 The Contract Sum under the terms of this Contract will be the total monetary amount payable by the County to the Contractor for supplying all tasks, deliverables, goods, services, and other work under this Contract. Contractor will provide services at the rates identified in Exhibit B-B3 (Pricing Sheets). The initial Contract Sum, inclusive of all applicable taxes, is estimated at **$35,000,000**. Notwithstanding said limitation of funds, the Contractor agrees to satisfactorily perform, provide, and complete all tasks, deliverables, goods, services, and other work specified in this Contract.

The Contractor shall return to the County any unspent funds in excess of actual administrative/indirect costs under this Contract at the end of each Contract term. The Contractor must return to the County any funds received in excess of administrative/indirect costs. The Contractor agrees to be bound by applicable County unsupported and disallowed cost procedures, rules and regulations, and to repay to the County any amount, with its earned interest, which is found to violate the terms of this Contract or applicable County provisions.

5.2 Written Approval for Reimbursement

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same

by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

5.4 No Payment for Services Provided Following Expiration- Termination of Contract

The Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract will not constitute a waiver of County's right to recover such payment from the Contractor.

5.5 Invoices and Payments

5.5.1 The Contractor must invoice the County monthly in arrears only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor must prepare invoices that were provided by Contractor provided during the prior month, which will include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's invoiced amounts must be as provided in Exhibit B-B3 (Pricing Sheets), and the Contractor must be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment s be due to the Contractor for that work.

5.5.2 The Contractor's invoices must be priced in accordance with Exhibit B-B3 (Pricing Sheets).

5.5.3 The Contractor's invoices must contain the information set forth in Statement of Work describing the tasks, deliverables, goods, services, and other work, hours spent, and facility and/or other work for which payment is claimed, and must tie back to the applicable

Exhibit B-B3 (Pricing Sheets) item for which the amount is billed and attach a detail invoice monthly report.

Each invoice needs to identify quantity provided for each applicable item in the pricing sheet and attaches a detailed listing of all services provided during the month by individual probationer/client.

5.5.4 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.5 All invoices under this Contract must be sent via email to:

Fiscal Department
Attention: Claudia.Valenzuela@probation.lacounty.gov
Comprehensive Electronic Monitoring Services

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Program Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 Intentionally Omitted

5.6 Unresolved Disallowed Costs

Contractor must not invoice the County for disallowed costs under the Contract. Correspondingly, the Contractor must not have unresolved disallowed costs in excess of One Hundred Thousand Dollars ($100,000) that have been confirmed as disallowed costs by the contracting County department and remain unpaid for a period of six (6) months or more from the date of an Auditor-Controller (A-C) Report. Unless such disallowed costs are the subject of current good faith negotiations, as determined in the sole discretion of the County, non-compliance by Contractor regarding this provision will constitute a material breach of Contract and may result in termination for default, in addition to any other remedies available to the County. Further, if Contractor has been determined to have unresolved disallowed costs in excess of $100,000 for longer than six months since the date of the A-C Report, they will be disqualified from future County solicitations unless such disallowed costs are the subject of good faith negotiations to resolve the disallowed costs, in the sole opinion of the County, or have been resolved.

5.7 Intentionally Omitted

5.8 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

5.8.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.8.2 The Contractor must submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.8.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

5.8.4 At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 County's Contract Manager

The role of the County's Contract Manager may include:

6.2.1 Coordinating with the Contractor and ensuring the Contractor's performance of the Contract; however, in no event will the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

6.2.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Program Manager

The role of the County's Program Manager is authorized to include:

6.3.1 Meeting with the Contractor's Project Director on a regular basis; and

6.3.2 Inspecting all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever.

6.4 County's Contract Monitor

The County's Contract Monitor is responsible for the monitoring of the Contract and the Contractor. The County's Contract Monitor provides reports to the County's Contract Manager and the County's Program Manager.

6.5 County's Contract Analyst

The role of the County's Contract Analyst is to manage and facilitate the administrative functions of the Contract. The County's Contract Analyst reports to the County's Contract Manager.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all the Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor's Staff

7.2.1 The Contractor must have a Project Director pursuant to Section 6.2 (Project Director) of Exhibit A (Statement of Work).

7.2.2 The Contractor must be responsible for providing competent staff pursuant to Section 6.3 (Personnel) of Exhibit A (Statement of Work).

7.3 Approval of Contractor's Staff

The County has the absolute right to approve or disapprove all of the Contractor's staff performing work here under and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Director.

7.4 Contractor's Staff Identification

The Contract must provide, at the Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.5 Background and Security Investigations

Background and security investigations of the Contractor's staff are required as a condition of beginning and continuing work under this Contract. The cost of background checks is the responsibility of the Contractor. The Contractor must be responsible for the ongoing implementation and monitoring of Subparagraphs 7.5.1 through 7.5.6 of this Contract. On at least a quarterly basis, the Contractor shall report, in writing, monitoring results to the County, indicating compliance or problem areas. Elements of the monitoring report shall receive prior written approval from the County.

7.5.1 The Contractor must submit the names of the Contractor's or the subcontractor's employees to the County's Program Manager prior to the employee starting work on this Contract. The County will schedule appointments to conduct background investigation/record checks based on fingerprints of the Contractor's or the subcontractor's employees. The County must have the right to conduct background investigations of the Contractor's or the subcontractor's employees at any time. The **Contractor's or the subcontractor's employees must not begin work on this Contract before receiving written notification of clearance from the County.**

7.5.2 No personnel employed by the Contractor or the subcontractor for this service having access to Probation information or records will

have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to the County and employment of the employee for this service is approved in writing by the County.

7.5.3 The County reserves the right, in its sole discretion, to preclude the Contractor or the subcontractor from employment or continued employment of any individual performing services under this Contract.

7.5.4 No Contractor or subcontractor staff providing services under this Contract shall be on active probation or parole.

7.5.5 The Contractor or the subcontractor staff performing services under this Contract will be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.

7.5.6 Because the County is charged by the state for checking the criminal records of the Contractor's or the subcontractor's employees; the County will bill the Contractor to recover these expenses. The current amount is forty-nine ($49.00) dollars per record check, which is subject to change by the state.

7.6 Confidentiality

The Contractor must be responsible for safeguarding all County information provided for use by the Contractor.

7.6.1 The Contractor must maintain the confidentiality of all records and information in accordance with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 The Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.6.2.1 The Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement and Confidentiality Agreement).

7.6.2.2 The Contractor must require each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F2 (Contractor Employee Acknowledgement and Confidentiality Agreement)

7.6.2.3 The Contractor must require each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F3 (Contractor Non-Employee Acknowledgement and Confidentiality Agreement)

7.6.3 The Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 (Confidentiality), as reasonably determined by the County. Any legal defense pursuant to the Contractor indemnification obligations under this Paragraph 7.6 (Confidentiality) will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as reasonably determined by County, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such reasonable costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.4 Confidentiality of Adult and Juvenile Records

By state law (California Welfare and Institutions Code sections 827 and 828, and Penal Code sections 1203.05, 1203.09, and 11140 through 11144) all adult and juvenile records and Probation case information provided to the Contractor is confidential and no such information shall be disclosed except those authorized employees of the County of Los Angeles Probation Department and law enforcement agencies.

7.6.5 The Contractor's employees will be given copies of all cited code sections, and a CORI form to sign, as provided in Exhibit O (Confidentiality of CORI Information) regarding confidentiality of the information in adult and juvenile records. The Contractor must retain original CORI forms and forward copies to the County's Program Manager within five (5) business days of start of employment.

7.6.6 Violations: The Contractor agrees to inform all of its employees, agents, subcontractors, and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of a misdemeanor.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.

8.1.2 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.

8.1.3 The Chief Probation Officer or his/her designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally

notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

8.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

In the event that the County's Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this

Contract will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

8.5 Complaints

The Contractor must develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

8.5.1.1 Within fifteen (15) business days after the Contract effective date, the Contractor must provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.1.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.1.3 If the County requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within five (5) business days for County approval.

8.5.1.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor must submit proposed changes to the County for approval before implementation.

8.5.1.5 The Contractor will preliminarily investigate all complaints and notify the County's Program Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.5.1.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.1.7 Copies of all written responses must be sent to the County's Program Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

8.6.1 In the performance of this Contract, Contractor must comply with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as reasonably determined by the Parties. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as reasonably determined by County, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such reasonable costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, Contractor certifies to the County:

8.7.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.7.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

8.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

8.7.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.8 Compliance with the County's Jury Service Program

8.8.1 **Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

8.8.2 **Written Employee Jury Service Policy**

8.8.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars ($50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as

determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.

8.8.2.3 If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

8.8.2.4 The Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or

employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor must comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoff or Who are on a County Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 Consideration of Hiring GAIN/START Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BServices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

8.12.4.1 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed

debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the

debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.12.4.6 The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement and Notice to its Employees of the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor must notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, a Fact Sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and information on where and how to safely surrender a baby. Additionally, the Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law Poster", Exhibit K (Safely Surrendered Baby Law) (available in English/Spanish/Chinese/Korean) in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business.

The Contractor, and its subcontractor(s), can access posters and other program material at babysafela.org.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days

after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and state statutes and regulations. The Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and reasonable attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract will be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes

regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County.

8.22 Independent Contractor Status

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, reasonable costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.

8.24.2.2 Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.

8.24.2.3 Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars ($50,000), and list any County required endorsement forms.

8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements must be sent to:

Araksya Zargaryan, Contract Analyst
County of Los Angeles Probation Department
Contracts, Grants and Compliance Division
9150 East Imperial Highway, Room D-29
Downey, CA 90242
E-mail address: Araksya.Zargaryan@probation.lacounty.gov
Fax: (562) 658-2307

8.24.2.6 Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify County of any third-party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status will apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.6 Insurer Financial Ratings

Coverage must be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 Contractor's Insurance Must Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor must require its insurers to execute

any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor must include all subcontractors as insureds under Contractor's own policies or must provide County with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor must obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date must precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 Separation of Insureds

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.)

separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

8.24.15 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 Insurance Coverage

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

There can be no exclusion for the use of animals in the performance of this Contract.

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which

includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than $1 million per claim and $1 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.25.5 Intentionally Omitted

8.25.6 Intentionally Omitted

8.25.7 Intentionally Omitted

8.25.8 Technology Errors & Omissions Insurance

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other

services provided by the vendor with limits of not less than $2 million.

8.25.9 Cyber Liability Insurance

The Contractor must secure and maintain cyber liability insurance coverage with limits of $ 2,000,000 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.25.10 Intentionally Omitted

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Chief Probation Officer, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Probation Officer, or his/her designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or their designee, in a written notice describing the reasons for said action.

8.26.2 If the Chief Probation Officer, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Chief Probation Officer, or his/her designee, deems are correctable by the Contractor over a certain time span, the Chief Probation

Officer, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Chief Probation Officer, or their designee, may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars ($100) per day per infraction, or as specified in the Exhibit P (Performance Requirements Summary (PRS) Chart) of Exhibit A (Statement of Work) hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in Subparagraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Subparagraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

If the Contractor's prices decline or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the state of California or any county, municipality, or district of the state at prices below those set forth in this

Contract, then such lower prices must be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations.

8.28.2 Contractor certifies to the County each of the following:

- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.28.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action must include, but is not limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable

federal and state laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated federal or state anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti- discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

Nothing herein is intended nor will be construed as creating any exclusive arrangement with the Contractor. This Contract will not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, within one

(1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

The Contractor must bring to the attention of the County's Program Manager and/or County's Contract Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Program Manager or County's Contract Manager is not able to resolve the dispute, the Chief Probation Officer or designee will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will require each subcontractor to notify its employees that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Chief Probation Officer or designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.34 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 Public Records Act

8.35.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.37 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents

which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7921 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 Publicity

8.36.1 The Contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Contract within the following conditions:

8.36.1.1 The Contractor must develop all publicity material in a professional manner; and

8.36.1.2 During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Program Manager.

8.36.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Paragraph 8.36 (Publicity) will apply.

8.37 Record Retention and Inspection-Audit Settlement

8.37.1 The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years (departments may customize based on department policy) thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any federal or state auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)

8.37.3 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.37.4 If, at any time during the term of this Contract or within five (5) years (departments may customize) after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work

is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38 Recycled Bond Paper

Consistent with the Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.39 Subcontracting

8.39.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.39.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:

8.39.2.1 A description of the work to be performed by the subcontractor.

8.39.2.2 A draft copy of the proposed subcontract; and

8.39.2.3 Other pertinent information and/or certifications requested by the County.

8.39.3 The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

8.39.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the

Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.39.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

8.39.6 The County's Contract Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.

8.39.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.39.8 The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to:

Araksya Zargaryan, Contract Analyst
County of Los Angeles Probation Department
Contracts, Grants and Compliance Division
9150 East Imperial Highway, Room D-29
Downey, CA 90242
E-mail address: Araksya.Zargaryan@probation.lacounty.gov
Fax: (562) 658-2307

8.40 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to

Paragraph 8.42 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.41 Termination for Convenience

8.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effectuated by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must:

8.41.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.41.2.2 Complete performance of such part of the work as would not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.37 (Record Retention and Inspection-Audit Settlement).

8.42 Termination for Default

8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the County's Contract Manager:

8.42.1.1 The Contractor has materially breached this Contract; or

8.42.1.2 The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.42.1.3 The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer

period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.42.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of Paragraph 8.42 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.42 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.42.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination for Convenience).

8.42.5 The rights and remedies of the County provided in this Paragraph 8.42 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 Termination for Improper Consideration

8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.43.2 The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or https://fraud.lacounty.gov/.

8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.44 Termination for Insolvency

8.44.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

8.44.1.1 Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

8.44.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

8.44.1.3 The appointment of a Receiver or Trustee for the Contractor; or

8.44.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this Paragraph 8.44 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, must fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.46 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County will not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.47 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances will not be affected thereby.

8.48 Waiver

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this

Contract will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.48 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 Warranty Against Contingent Fees

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.49.2 For breach of this warranty, the County will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.50 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through Contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.51 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ten (10) days of notice will be grounds upon which the County may terminate this Contract and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

8.52 Time Off for Voting

The Contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.53 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.54 Intentionally Omitted

8.55 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952, the California Code of Regulations Section 11017.1, and County Code Chapter 8.300 (Fair Chance Ordinance for Employers). Contractor, and its subcontractor(s), can access fair chance employment resources, including a Fair Chance Fact Sheet and Workplace Posters (English/Spanish), and other program material at https://dcba.lacounty.gov/fairchance/. Additional compliance resources, including an Employer Toolkit (Fair Chance Hiring: An Employer's Guide to Hiring System-Impacted Individuals), can be accessed at https://opportunity.lacounty.gov/fairchance/.

8.56 Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (https://ceop.lacounty.gov/). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

8.57 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Proposer/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract.

8.58 Injury and Illness Prevention Program

Contractor will be required to comply with the state of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.59 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to Government Code Section 84308, Contractor and its Subcontractors, are prohibited from making a contribution of more than $500 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of Government Code Section 84308 and of this paragraph, may

be a material breach of this Contract as determined in the sole discretion of the County.

9 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Ownership of Materials, Software and Copyright

9.2.1 County will be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

9.2.2 During the term of this Contract and for five (5) years thereafter, the Contractor must maintain and provide security for all of the Contractor's working papers prepared under this Contract. County will have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.2.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Program Manager as proprietary or confidential, and must be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

9.2.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

9.2.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.2.4 for any of the Contractor's proprietary and/or confidential items

which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.2.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.3 Patent, Copyright and Trade Secret Indemnification

9.3.1 The Contractor must indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County will inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure and will support the Contractor's defense and settlement thereof.

9.3.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, must either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or

- Replace the questioned equipment, part, or software product with a non-questioned item; or

- Modify the questioned equipment, part, or software so that it is free of claims.

9.3.3 The Contractor will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.4 Data Destruction

Contractor(s) that have maintained, processed, or stored the County data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed

consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at:

http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201
The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and/or indecipherable.

Contractor(s) must certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Contractor(s) must provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or indecipherable.

9.5 Information Security and Privacy Requirements

Contractor must comply with the requirements set forth in Exhibit I (Information Security and Privacy Requirements).

9.6 Contractor's Charitable Activities Compliance

The County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law, including the "Nonprofit Integrity Act of 2004", as approved and codified in California Government Code, Sections 12580-12599.10, in order to protect the County and its taxpayers by requiring Contractors to complete Exhibit L (Charitable Contributions Certification). The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.7 Intentionally Omitted

9.8 Intentionally Omitted

9.9 Intentionally Omitted

9.10 Intentionally Omitted

9.11 Intentionally Omitted

9.12 Intentionally Omitted

9.13 Compliance with County's Women in Technology Hiring Initiative.

At the direction of the Board, the County has established a "Women in Technology" (WIT) Hiring Initiative focused on recruiting, training, mentoring and preparing all genders, including women, at-risk youth, and underrepresented populations (program participants) for County Information Technology (IT) careers. In support of the subject initiative, IT contractors currently offering certification, training, and/or mentoring programs must make such program(s) available to WIT program participants, if feasible. Contractors must report such programs available to: WITProgram@isd.lacounty.gov.

9.14 Intentionally Omitted

9.15 Intentionally Omitted

9.16 Intentionally Omitted

9.17 Intentionally Omitted

9.18 Intentionally Omitted

9.19 Licensed Goods Technology Limitations (Coverage and Battery Life)

County understands and acknowledges the limitations of the Global Positioning Systems ("GPS") technology and the Radio Frequency ("RF") technology employed and relied upon by the Contractor's electronic supervision goods and services ("Contractor Technologies"). County understands and acknowledges that the Contractor Technologies depend upon strong wireless signal coverage and that both natural and man-made variables can adversely impact or block GPS and cellular signals for brief or extended period of time, which can lead to inaccurate data being recorded or made available through the use of Contractor's Technologies. County understands, acknowledges and agrees that GPS signals may be lost when the GPS unit loses line-of-sight of the GPS satellite, which can occur, for example indoors, underground, in tunnels or underwater. County

understand, acknowledges and agrees that lost coverage may also occur in rural areas that do not have strong GPS or wireless coverage. County further understands, acknowledges and agrees that (a) Contractor Technologies are battery-powered and that an offender's failure to charge the battery on a Contractor Technology device renders the transmitter and device useless and (b) the offender may tamper with the device or otherwise impede the device's ability to receive and transmit the GPS signal.

9.20 County's Compliance with the Law

County understands, acknowledges and agrees that it is County's sole responsibility to comply with any and all federal, state, and local laws, rules, regulations and policies applicable to the use of Contractor Technologies, (i) governing or restricting electronic supervision of individuals (a) relating to privacy, consumer protection, marketing, and data retention and security, and (b) applicable to County's access to and use of any information obtained in connection with or through the Contractor Technologies ("Applicable Rules"). County further acknowledges, understands and agrees that Contractor makes no representation or warranty as to the legality of the use by County of the Contractor Technologies or any information collected, accessible or otherwise obtained in connection with or through such use ("Contractor Information"). Contractor will have no obligation, responsibility or liability for County's failure to comply with any and all Applicable Rules as a result or arising out of virtue of County's use of the Contractor Technologies or Contractor information.

9.21 Security of Information

County acknowledges that the Contractor Information includes personally identifiable information ("PII") and that it is County's obligation to keep all such PII secure by taking all commercially reasonable means to ensure that access is limited only to those authorized individuals or organizations. Accordingly County will (a) restrict access to the Contractor Technologies and Contractor Information to those law enforcement personnel who have a need to know or are otherwise expressly authorized as part of their official duties; (b) ensure that its employees (i) obtain or use Contractor Information solely and exclusively for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by Applicable Rules; (c) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the Contractor Technologies and Contractor Information (whether in electronic form or hard copy); (d) notify Contractor immediately of any such unauthorized access or use of the Contractor Technologies or Information that County discovers or otherwise becomes aware of, and (e) unless otherwise required by Applicable Rules, delete or otherwise purge all Contractor Information stored electronically or on hard copy by County within ninety (90) days of initial receipt or, if a longer

period is authorized or required by Applicable Rules, upon expiration of such longer period.

9.22 Return of Licensed Goods

Upon the termination of this Contact, the County must promptly return to the Contractor all goods in their original condition, with only reasonable wear and tear.

10 SURVIVAL

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Agreement by their terms, the following provisions shall survive the expiration or termination of this Agreement for any reason:

Paragraph 1	Applicable Documents
Paragraph 2	Definitions
Paragraph 3	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration-Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Law
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices

Paragraph 8.37 Record Retention and Inspection-Audit Settlement

Paragraph 8.41 Termination for Convenience

Paragraph 8.42 Termination for Default

Paragraph 8.43 Termination for Improper Consideration

Paragraph 8.44 Termination for Insolvency

Paragraph 8.48 Validity

Paragraph 8.49 Waiver

Paragraph 8.58 Prohibition from Participation in Future Solicitation

Paragraph 8.59 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Paragraph 9.2 Ownership of Materials, Software and Copyright

Paragraph 9.3 Patent, Copyright and Trade Secret Indemnification

Paragraph 9.4 Data Destruction

Paragraph 9.5 Information Security and Privacy Requirements

Paragraph 10.0 Survival

IN WITNESS WHEREOF, County and Contractor have caused this Contract to be executed on their behalf by their authorized representatives, the day, month, and year first above written. The person signing on behalf of the Contractor warrants that he or she is authorized to bind the Contractor and attest under penalty of perjury to the truth and authenticity of representations made and documents submitted and incorporated as part of this Contract.

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

By: _____
GUILLERMO VIERA ROSA
CHIEF PROBATION OFFICER

SATELLITE OF TRACKING
OF PEOPLE (STOP), LLC
DBA SECURUS MONITORING

By: _____

_____
Name (Typed or Printed)

_____
Title

APPROVED AS TO FORM:

DAWYN R. HARRISON
COUNTY COUNSEL

By: _____
JASON C. CARNEVALE
DEPUTY COUNTY COUNSEL

EXHIBIT A

STATEMENT OF WORK

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1.0 SCOPE OF WORK

Contractor will provide Comprehensive Electronic Monitoring Services (CEMS) on a twenty-four (24) hour continuous basis for the County of Los Angeles Probation Department's (County's) Global Positioning System Monitoring Program (GPSMP), Juvenile Electronic Monitoring Program (JEMP), and Adult Electronic Monitoring Program (Adult EMP). Contractor will provide all technology, equipment, consumables, systems and related support services, cellular wireless services, accessories, tracking services, data storage, local law enforcement crime scene incident data collection and storage, crime scene correlation mapping analysis and reporting, point pattern analysis, monitoring center support services, training, user manuals, consultation, on-site assistance, and problem analysis, including but not limited to additional support services. Contractor's administrative office, monitoring services and data center facilities will be located within the United States.

Contractor will provide information to County relating to research findings and new developments in the electronic monitoring industry. Contractor will advise County of any and all innovations and new equipment in the electronic monitoring industry and provide the County with the latest technology. County will be given the opportunity to incorporate improved electronic monitoring technologies as Contractor makes modifications and/or enhancements to its equipment and monitoring capabilities. Contractor will notify the County Program Manager in writing at least thirty (30) days prior to any changes in operations, that include, but are not limited to, new equipment, upgrades to equipment, services, software, or any other changes that could affect the County's Comprehensive Electronic Monitoring Services. Unless expressly stated otherwise, all Comprehensive Electronic Monitoring Services will be provided at no additional cost to County other than the per day, per activated device rate as set forth in the terms of this Contract.

1.1 MONITORING SERVICES

1.1.1 Contractor will provide a staffed communication system utilizing a toll free telephone number, a toll free fax number, and email access that is available on a twenty-four (24) hour continuous basis for technical analysis and application assistance.

1.1.2 Contractor will provide a toll free telephone number to participants to contact the monitoring center for the resolution of alert notifications.

1.1.3 Contractor will provide the capability, for every human voice call in and out of the system, to be recorded with a transaction record that indicates the called number, calling number, length and the resolution of the call. This information will be made available to the County Program Manager or designee at County's request.

1.1.4 Contractor will maintain accurate and concise historical logs of all telephone calls, text messages, and emails attempted and completed, including date, time, and the associated incident. Contractor will make these logs available to County upon request. Documentation will be made available as requested by County during the term of the Contract as set forth in Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of the Contract.

1.1.5 Contractor will provide responses to queries from County staff and authorized law enforcement agencies within two (2) minutes of the request. Queries may include participant's location by date range and time range.

1.1.6 Contractor will provide participant enrollments and scheduling via direct telephone request (password accessible).

1.1.7 Contractor will remotely activate or deactivate Global Positioning System (GPS) tracking services for a participant within thirty (30) minutes after receipt of request by telephone or email notification from County.

1.1.8 Contractor will have live staff available on a twenty-four (24) hour continuous basis to respond to designated alert notifications.

1.1.9 Contractor will triage alerts, and attempt to clear and record all efforts to clear alerts according to County's established protocols.

1.1.10 Contractor will provide initial notification via telephone, cellular telephone, text message, and email to designated County staff when an alert notification is generated.

1.1.11 Contractor will provide the participant’s name, type of violation, time of violation, and the time and location of the participant’s last known location to the Deputy Probation Officer (DPO), in the event of an alert violation.

1.1.12 Contractor will be able to receive confirmation via a telephone call, email or text message that alert notifications were received/acknowledged by County staff.

1.1.13 Contractor will escalate an alert notification to the next County designated contact if the initial County contact does not acknowledge receipt of the alert notification within County specified time.

1.1.14 Contractor will provide the level of alert notification based on protocols established by County. County reserves the right to change alert notification protocol.

1.2 MONITORING CENTER REQUIREMENTS

1.2.1 Contractor will provide an in-house, secure, and confidential monitoring service center and help-desk facility with an uninterruptible power source, firewall protections, and a backup disaster recovery plan.

1.2.2 The monitoring center and help-desk facility will be operated by Contractor within the United States and shall not be subcontracted.

1.2.3 The monitoring center will maintain redundant inbound and outbound communication services, provided by distinct carriers and/or methods, such that the failure of the primary service or method will not adversely affect the secondary (backup) service or method.

1.2.4 The monitoring center will perform complete support of all interface hardware and software equipment (within the monitoring center) necessary to ensure provision of the service for the duration of the Contract.

1.2.5 The monitoring center will provide County a contact number, accessible on a twenty-four (24) hour continuous basis. In the event any component of the monitoring service becomes inoperable, Contractor will immediately notify the County Program Manager or designee by telephone no later than thirty (30) minutes after service failure.

1.2.6 Contractor will have a secondary (backup) monitoring center that provides full operational functions in the event the primary monitoring center is disabled. The secondary monitoring center will be located sufficiently distant from the primary center, such that it is unlikely to be adversely affected by a manmade or natural event or loss of electrical or communications services that could disable the primary monitoring center. In the event of primary monitoring center disruption, the secondary (backup) monitoring center must be activated and fully functional within sixty (60) minutes of initial system failure.

1.2.7 Contractor will have documented policies and procedures for network security, application security, data transmission and data

security, as well as monitoring center physical security. Contractor will supply County with a copy of its network security policy and procedures. Contractor shall abide by County's network security policy and procedures, Exhibit I (Information Security and Privacy Requirements).

1.2.8 The monitoring center will be equipped with automated fire detection and suppression equipment.

1.3 SYSTEM SOFTWARE REQUIREMENTS

1.3.1 Web-based software (software) will be accessible at no cost to the County, including no licensing fee. The software will support at least seventy-five (75) end users at any one point.

1.3.2 The software will have the capability to adjust the frequency at which a GPS tracking device collects a data point and/or makes a cellular call, and transfer the GPS data to Contractor's database.

1.3.3 The software will allow for unique alphanumeric identifiers designated by the County that will be used for each participant within Contractor's web-based software. Once the identifier is entered in the appropriate field, only authorized staff will have access to modify the identifier.

1.3.4 The software will have the following minimum mandatory fields for initial participant enrollment: name; participant photo; unique alphanumeric identifiers; address; telephone number; offense information; date of enrollment; serial number of device; time zone.

1.3.5 The software will be supported by a database that allows for multiple data fields that vary in length. The data fields will be subject to final approval by County.

1.3.6 The software will provide the capability for County to download data and reports from the database, through a secured internet access.

1.3.7 The software will have the capability to query the database for any/all electronically monitored participants based upon specified dates times and locations.

1.3.8 The software will reflect both the alternative tracking points in the absence of GPS versus GPS tracking points and visually differentiate the location indicators on the map between the two.

1.3.9 The software will provide the capability for the entry of narrative-style notes by County and/or Contractor's monitoring center staff.

1.3.10 The software will display contact information of the assigned DPO.

1.3.11 The software will allow participants to be classified by categories. These Categories may be modified by County.

1.3.12 The system will be able to import County provided geographic information system data.

1.3.13 The software will be able to assign role-based security levels to users.

1.3.14 The system will provide daily backup of data.

1.3.15 The software must be able to display a report of a DPO’s caseload on one screen and allow access to information on individual participants shown on the reports directly through a hyperlink or similar method.

1.3.16 County will have access to a website tracking usage report for each user account to provide a time-stamped listing of date/duration/time of login, a chronological event listing of GPSMP participant profile and mapping information viewed, and a summary/detail report of total time spent in the software per login.

1.3.17 The system must be able to export all electronic monitoring data in Microsoft Excel, Adobe PDF, and GIS file format, available on an as-needed basis upon County's request.

1.3.18 The software must be able to access archived data.

1.3.19 The system must be capable of fully functioning with at least seventy-five (75) administrative users simultaneously during peak periods.

1.3.20 The software must provide the ability for the DPO or law enforcement to instantly locate the participant's tracking device to receive the most recent, near real time, location.

1.3.21 The software must be capable of quickly changing between information pages for different participants assigned to an individual DPO’s caseload, or for supervisors and managers, for all participants on any DPO’s caseload.

1.3.22 The software must allow for markup data to be added, recorded and displayed for individual and groups of participants.

1.3.23 The software must provide a hyperlink to the participant profile information, from any screen associated with the participant.

1.3.24 The software system will provide for one hundred (100) percent redundancy to avoid excessive downtime due to hardware or software issues. In the event of application disruption, the software system must be fully functional within sixty (60) minutes of initial system failure. Contractor must notify County immediately in the event of application disruption.

1.4 MAPPING CAPABILITY

1.4.1 The software must have the capability to view location information for individuals or groups of participants.

1.4.2 The software must have the capability to quickly zoom in to street level including displaying places of interest frequented by participants.

1.4.3 The software must be able to display participant location information in a sequenced event and/or at a specific date and time.

1.4.4 The software must save/bookmark mapped locations that can be easily accessed by users.

1.4.5 The system must provide exporting of data for video capture modes and/or map printing capability at a minimum resolution of 600 dpi.

1.4.6 Crime scene correlation mapping must be provided on up to date high resolution maps with aerial photography capability. The software must provide access to a public places of interest layer. These maps must be available at a resolution that provides for easy visibility of streets, buildings, locations, and other points of interest as well as participant locations.

1.4.7 The software must allow the user to define and display a variety of zone types including, but not limited to, inclusion and exclusion, each with date and time parameter capability. Maps must also allow users to determine which geographical features or data layers are to be displayed on a particular map.

1.4.8 The software must allow users to configure and display polygonal zones.

1.4.9 The software must display and hide zones within specified areas of interest.

1.4.10 The software must be capable of globally applying specified zones to multiple participants when initiated by County.

1.4.11 The software must be capable of quickly loading twenty-four (24) hours of GPS points, subject to a specified date/time selection.

1.4.12 The software must display a minimum of seven (7) days of GPS points on an individual participant at one time based on the time the information accessed.

1.4.13 When multiple days are loaded, the software must distinguish between each calendar day (by color code or some other means) to identify patterns of travel and locations frequented.

1.4.14 The software must quickly identify "locations visited" by the participant and identify travel patterns.

1.4.15 The software must be able to "play back" a time visualization of GPS points.

1.4.16 The software must allow for filtering of GPS points to display time of day, duration of stay, and speed of travel.

1.4.17 The software must differentiate GPS points when a violation has occurred and shall define the violation.

1.4.18 The software must display various map types that may be selected by the user, including, but not limited to, Satellite, Roads, Birds eye, Street, etc.

1.4.19 The software must allow users to specify a geographical zone, and display only points in the define area only.

1.5 CRIME SCENE CORRELATION MAPPING ANALYSIS REQUIREMENTS

1.5.1 The software must have a crime scene correlation mapping component that correlates crime and incident report data collected from local law enforcement agency stakeholders, and associates the crime and incident report data with the tracking data of participants.

1.5.2 Crime scene correlation mapping reports will be generated on a daily basis with standard reports generated each in accordance with County specifications.

1.5.3 Crime scene correlation mapping will also be available on a near "real time" basis immediately upon request and notification by the County.

1.5.4 Crime scene correlation mapping analysis will identify when one or more participants on GPS tracking were in the vicinity of a crime. Mapping analysis will also provide simultaneous locations for all participants assigned to GPS tracking in relation to the location, date and time of the crime and the speed and direction of the participant's travel.

1.5.5 Crime scene correlation maps must be easy to navigate both forward and backwards in time for an accurate depiction of a participant's position relative to criminal activity. Mapping information will include participant's time in each area speed and direction of travel, to allow for rapid investigative crime analysis.

1.5.6 All crime scene correlation services must be provided at no additional cost to County, and approved law enforcement agencies (via subpoena) other than the per-day, per activated device rate as set forth in the terms of this Contract.

1.6 POINT PATTERN ANALYSIS REQUIREMENTS

Contractor will use Point Pattern Analysis (PPA) software as part of CEMS. County reserves the right to modify requirements provided herein as necessary. The specific capability and functional operation of PPA will be approved by the County Program Manager:

1.6.1 The software must analyze locations frequented by a participant to identify places previously visited by that participant as well as new potential locations.

1.6.2 The software must filter data points previously visited by participants in order to display data points categorized as new locations.

1.6.3 The software must identify locations visited by a participant that had previously been identified or labeled, and list the data in report form.

1.7 REPORTING REQUIREMENTS

Contractor will develop a database system within thirty (30) days from the execution of the Contract, or at the timeframe determined by the County Program Manager. County reserves the right to modify and format reporting requirements as necessary upon thirty (30) days' written notification to Contractor.

Contractor will provide a database system that allows County to generate the following standardized, preconfigured reports directly from Contractor's database through the secure internet site. To ensure that reports are accurate and timely, the system's database will be updated in real time to ensure all report data is current when viewed and/or downloaded by County personnel. All reports will have the capability of being queried, sorted, or filtered by any field contained in the report or by data parameters as applicable and shall be readable on screen, printable and downloadable into Microsoft Excel format. Report formats will be subject to final approval by the County Program Manager. Reports listed below will be developed in conjunction with and approved by the County Program Manager prior to any equipment deployment/implementation. All requested reports, data, statistical data, and ad hoc reports, will be provided at no additional cost to County.

1.7.1 Equipment Report - The system will provide a real time report of all assigned active (in use) and inventoried equipment containing a serial number. This report shall include description/type of equipment, serial number, assigned participant, assigned DPO (if applicable), probation office identifier and totals.

1.7.2 Offender Alert Report - The system will provide County the ability to generate an alert report, queried by individual assigned participant and date parameters that identifies the type of alert, time of alert, method of alert notification (email, telephone call, or text message) and recipient of alert notification.

1.7.3 Offender Report - The system will provide County the ability to generate a summary report of all participants and/or a report of participants assigned to a DPO that identifies participant name, probation number and address.

1.7.4 Data Fields/Entry Exceptions Report - The system will provide County the ability to generate a report that identifies all data fields currently in use and identifies any incomplete or missing data entry.

1.7.5 Current Usage Report - The system will provide County the ability to generate a current usage report indicating the actual number of daily service devices used to date (real time) for the monthly period. This report should be detailed to reflect participant name, probation number, service type (active) and number of days utilized to date.

1.7.6 Monthly Usage Report: The system will provide County the ability to generate a total monthly usage summary report, downloadable on the 5th day of the month, indicating the actual number of active GPS devices utilized during the previous months' time period. This report should be detailed to reflect participant name, probation number, type of service (active) and number of days utilized for the preceding monthly period and will be subtotaled by Probation unit/DPO. Any additions or deletions to the monthly usage report after the 5th of the month will be provided by written notice to the County Program Manager.

1.7.7 Unresolved Reports - Contractor will provide County the ability to generate a daily report of all alerts that have not been resolved during a specific time period.

1.7.8 Events Reviewed - Contractor will provide County the ability to generate a daily report that indicates that all events that have not been reviewed during a specific time period.

1.7.9 On Demand Report - Contractor will provide County the ability to generate an on demand report that lists, times, dates, and participants viewed by any user.

1.7.10 Ad Hoc Reports - Contractor will provide probation ad hoc reports from the system upon request of the County Program Manager.

1.7.11 Notification Report - The system will provide County the ability to generate a report by date parameters, sorted by Probation unit/DPO, identifying the number and type of notifications during specified time parameters, such as 1) Monday-Friday, 8:00 am – 5:00 pm; after hours, weekends and 2) total number of alerts per Probation unit/DPO; percent of total Probation office alerts per type of alert; and method of alerts notification per month, per participant within the Probation unit.

1.7.12 Daily Alert Summary Report - Contractor will submit a daily report between the hours of midnight and 6:00 a.m. to County that identifies each alert, type of alert, time and duration of alert, assigned DPO, assigned participant, and totals for the previous

day. This report shall be sorted by Probation unit/DPO and will be e-mailed to all designated DPO within each Probation office.

1.7.13 Crime Scene Correlation Mapping Report - Crime scene correlation mapping reports will be generated regularly on a daily basis with standard reports generated each regular scheduled work day in accordance with County specifications. This requirement is held in abeyance until such time as the appropriate/necessary information technology infrastructure is in place**.** Until such automated interfaces are in place, Contractor will provide crime scene correlation mapping reports based upon the County identifying and supplying specific dates, times and locations.

1.7.14 Monthly System Performance Report - Contractor will submit a monthly report for the preceding month, no later than the 10th day of the following month reporting performance of the system, including any system interruptions, to the County Program Manager or designee. The report will include regular operational metrics such as timing of system updates, failed connections and any system unavailability.

1.7.15 Annual Summary Report - Contractor will submit an Annual Summary report, on or before the anniversary date of the Contract reporting all issues identified and reported by County. Contractor shall include information on the following: new technology employed improvements to devices and/or service delivery, dates of training and/or on-site technical assistance and court appearances.

1.7.16 Customized Report - Contractor will provide customized reports as requested by County, including, but not limited to, data downloads generated in Contractor's system such as mapping and location data.

1.8 DATA DOCUMENTATION REQUIREMENTS

Contractor will deliver the data documentation as defined in this section within ninety (90) days from the execution of the Contract, or at the timeframe determined by the County Program Manager. County reserves the right to modify requirements as necessary upon thirty (30) days' written notification to Contractor. The system will be developed in conjunction with, and approved by, the County Program Manager.

All Contractor documentation must be produced using software compatible with Microsoft Office Suite 2010 and produced in electronic and hardcopy formats.

Contractor must provide comprehensive functional and user documentation, including:

1.8.1 Comprehensive User Operating Instructions, customized to Probation's user environment;

1.8.2 System Screen Flow Diagrams;

1.8.3 Glossary of system terms & acronyms;

1.8.4 User documentation;

1.8.5 Available Reports and associated Report Descriptions; and

1.8.6 Documentation for each screen.

The documentation must be presented in the following format:

1.8.7 Five (5) complete hard copy sets with license to reproduce for County's exclusive usage; and

1.8.8 An electronic copy both in Adobe PDF format and in Microsoft format with license to revise and distribute for County's exclusive purpose.

1.9 DATA SUPPORT REQUIREMENTS

Contractor must provide ongoing technical support to County, for technical issues, system enhancements and upgrades.

1.9.1 Contractor will ensure that solutions are customized to meet County’s business and technical requirements.

1.9.2 Contractor will fully test solutions to ensure that the design is functional, stable and free of defects.

1.9.3 Contractor will fully test and integrate solutions with all required systems.

1.10 DATA CENTER REQUIREMENTS

1.10.1 Contractor will store participant location and alert information in a Data Center and redundant secure secondary Data Center at least two hundred (200) miles apart. All data will be located and stored solely within the USA.

1.10.2 Data Centers will have multiple physical security features.

1.10.3 Data Centers will have ventilation and temperature control adequate to ensure the proper function of the hardware.

1.10.4 Data Centers will have an uninterruptible power supply.

1.10.5 The Data Center system will provide for one hundred (100) percent redundancy to avoid excessive downtime due to hardware or software issues. In the event of data disruption, the secondary data center must be activated and fully functional within sixty (60) minutes of initial system failure.

1.11 DATA ACCESS/STORAGE REQUIREMENTS

1.11.1 Contractor will maintain and make available to County unaltered recorded data of participant location information and violations, accessible in original form. Records will be protected from unauthorized access and computerized records will have appropriate safeguards.

1.11.2 Contractor will provide affidavit and/or expert witness testimony for prosecution of violations based on CEMS data in court proceedings, violation hearings, or any other proceeding, as needed, at no additional cost to County. The affidavit and/or testimony will address accuracy by a statement of certification of accuracy.

1.11.3 Contractor will not release or reveal any data, program information, operation protocols, implementation plans, training material, reports, publications, updates, and/or statistical data to any entity without a legal subpoena or prior written approval from the County Program Manager.

1.11.4 All records (automated, electronic or hard copy files that contain any data or information pertaining to the County's GPS Program, including, but not limited to, participant information, system performance, complaints, invoices, technical advice and/or enhancements, system problems and any written documentation on performance or compliance issues and any meeting notes where County and Contractor met) remain the property of County and will be returned within thirty (30) days in the event the Contract is terminated, or expires, at no additional cost to County.

1.11.5 Data will be recorded with a historical transaction record and stored/archived for retrieval/backup in a database when requested by County.

1.11.6 Contractor will submit written policies and procedures for removal, storage, and destruction of all documents and data files, prior to the removal, storage or destruction of said documents for County's review and approval. A list of all documents being considered for removal or destruction will be submitted to County for approval prior to removal or destruction.

1.11.7 The storage of any documentation evidencing criminal activity will be maintained in accordance with all applicable federal and state laws, in a manner and for the duration mutually agreed upon by both Contractor and County. Contractor will be responsible for providing a policy for approval by County within fourteen (14) days after the execution of this Contract.

1.12 LOCAL LAW ENFORCEMENT CRIME SCENE INCIDENT DATA COLLECTION REQUIREMENTS

1.12.1 The software must have the capability to query participant locations based on date, time and proximity to crime scene locations.

1.12.2 Contractor will assist in establishing local law enforcement stakeholders for the purpose of attaining crime and incident report data for GPS crime scene correlation purposes.

1.12.3 Contractor will provide and maintain interface capabilities with local law enforcement agency data systems, including, but not limited to, dispatch systems and record management systems, to collect and download crime and incident report data on a daily basis.

1.12.4 Contractor will provide all software and hardware system requirements necessary for the complete operation of GPS tracking of participants, the collection of crime and incident data, and the crime scene correlation component.

1.12.5 Contractor will ensure that all modalities of information transferred between local law enforcement stakeholders (via subpoena) and Contractor contain and adhere to the highest degree of industry standards for security and confidentiality.

1.12.6 Contractor must provide all required access to its secure Central Information System to authorized County staff, DPOs, and local law enforcement agency stakeholders authorized to participate in the GPS Program. System access will only be provided to those persons who have written authorization from the County Program Manager.

1.12.7 Contractor will ensure that no probation data can be accessed by any other agency when it is viewing any data or crime scene correlation without authorized consent of the County Program Manager.

1.13 CRIME SCENE CORRELATION MAPPING ANALYSIS REQUIREMENTS

1.13.1 All crime scene correlation services will be provided at no additional cost to County and approved law enforcement agencies (via subpoena) other than the per day, per activated device rate as set forth in the terms of this Contract.

1.13.2 The software will have a crime scene correlation mapping component that correlates crime and incident report data collected from local law enforcement agency stakeholders, and then associates the crime data with the tracking data of participants.

1.13.3 Crime scene correlation mapping reports will be generated on a daily basis with standard reports generated each scheduled work day in accordance with County specifications. This requirement is held in abeyance until such time as the appropriate/necessary information technology infrastructure is in place. Until such time automated interfaces are in place. Contractor will provide crime scene correlation mapping reports based upon the County identifying and supplying specific dates, times, and location.

1.13.4 Crime scene correlation mapping will be available on a near "real time" basis immediately upon request and notification by the County.

1.13.5 Crime scene correlation mapping analysis will identify when participants on GPS tracking were in the vicinity of a crime. Mapping analysis will also provide simultaneous locations for all participants assigned to GPS tracking in relation to the location, date and time of the crime and the speed and direction of the participant's travel.

1.13.6 Crime scene correlation maps will be easy to navigate both forward and backwards in time for an accurate depiction of a participant's position relative to criminal activity. Mapping information will include participant's time in each area, speed, and direction of travel to allow for rapid investigative crime analysis.

1.13.7 All crime scene correlation mapping services will be provided at no additional cost to County and approved law enforcement

agencies other than the per-day, per activated device rate as set forth in the terms of this Contract.

1.14 TRAINING AND CONSULTATION REQUIREMENTS

1.14.1 Contractor will provide comprehensive initial orientation training. Contractor will develop and provide on-site ongoing training for County staff on the operational use of the system and the use of all associated equipment and services. Any request for initial orientation or subsequent training of County staff must occur within forty-eight (48) hours of a request, as specified by County. All training curriculum must be approved by the County Program Manager and becomes the property of the County upon approval. County reserves the right to develop, change, add, modify, or eliminate components of the training curriculum as deemed necessary.

1.14.2 Contractor will provide all materials and equipment necessary to perform training sessions. All training manuals must be hard copies, printed in color , user friendly, and kept up to date with the most current protocols. Training manuals will be provided to each staff during training and also upon the request of the County Program Manager or designee. All training manuals and all associated training materials will be provided at no cost to County or law enforcement agencies approved by the County Program Manager.

1.14.3 Contractor will provide additional web-based seminar or similar web-based online training as specified by County. This training shall cover system, software and hardware updates after initial orientation. Online references or prerecorded training videos or the like will not constitute webinar or similar web-based online training under this section unless authorized in writing by the County Program Manager. All online training curriculums will be approved by the County Program Manager.

1.14.4 Contractor will provide crime scene correlation mapping analysis trainings on an ongoing basis, as needed and as specified by County. This training will be performed at designated locations with approval by the County Program Manager, or designee.

2.0 SPECIFIC TASKS

2.1 GLOBAL POSITIONING SYSTEM MONITORING PROGRAM

Contractor will provide services necessary to operate a Global Positioning System Monitoring Program (GPSMP) for participants including, but not limited to, sex offenders; domestic violence/stalking offenders, identified and validated gang members and associates; violent offenders; offenders involved in major crimes as identified by local law enforcement; public interest/high notoriety cases; and any court ordered cases (GPSMP participant or participant).

Contractor will provide a one-piece electronic monitoring device with Global Positioning System (GPS), Cellular Radio Frequency (CRF) and land line Radio Frequency (RF) capabilities as specified in Exhibit Q (Equipment Requirements). Contractor will also make available Transdermal Alcohol Devices. Contractor will provide the central computer hardware and software necessary for the operation and continuous monitoring of the GPS tracking and data storage. County currently has approximately three hundred (300) participants in GPSMP.

2.1.1 Contractor shall supply one-piece GPS tracking devices and will be responsible for providing, at a minimum, the following services:

2.1.1.1 Monitor, track, collect and record, in a central information software system, all movement and location data of GPSMP participants assigned to GPS tracking on a twenty-four (24) hour continuous basis.

2.1.1.2 Provide daily reports of each GPSMP participant's GPS tracking activities, including technical violations, to the GPSMP participant’s DPO and unit supervisors (via telephone call, text message, and/or email as specified by the County) for all GPSMP participants assigned to GPS monitoring.

2.1.1.3 Provide immediate alert notification to the GPSMP participant’s DPO and to the GPSMP participant (via telephone call, text message, and/or email as specified by the County) from Contractor's monitoring service center personnel twenty-four (24) hours per day, including, but not limited to, inclusion zone violations, tamper violations, no GPS notifications, lost cellular communication, and low/critical or shutdown battery notifications.

2.1.1.4 Provide unlimited access to the most up-to-date maps available with the most current graphics, aerial photography capabilities, and the flexibility to update maps with public places of interest icon references, including, but not limited

to, schools, day-care centers, parks, or other areas of interest specific to each geographical area.

2.1.1.5 Provide County and County-approved local law enforcement agencies with unlimited use of the system software and database for instant access to the most recent near real-time location of the GPSMP Participant.

2.1.1.6 Provide near real-time, user-friendly unlimited access to the data, allowing County staff and local law enforcement agencies, as approved by County, to access and view up to the minute data for investigative, compliance, and criminal behavior analysis of GPSMP participants assigned to GPS tracking

2.1.1.7 County must have the ability to query, through a secured web-based software system, Contractor software and all devices assigned to the County. At a minimum the information should include the device number, status of device (operational or inactive) assigned location, GPSMP participant's name.

2.1.2 GPS services will be fully supported by monitoring services on a continuous basis and Contractor will provide all systems and equipment required for the service delivery including, but not limited to, the following:

2.1.2.1 A software system with a secure database to monitor GPSMP participant activity;

2.1.2.2 All monitoring devices to communicate location data to Contractor's central information software system; and

2.1.2.3 All labor, materials, equipment, accessories and consumables necessary to perform GPS tracking on a continuous basis.

2.1.3 PROBATION INVENTORY REQUIREMENTS

2.1.3.1 County will determine the number of tracking devices, consumables, and installation equipment that will be kept in inventory at each County office.

2.1.3.2 Contractor will continually provide and maintain a backup/replacement inventory equal to or exceeding 25

percent of the actual number of GPS devices in use in each County office for the preceding month.

2.1.3.3 In the event of any monitoring device failure, County will replace the equipment from the backup/replacement inventory maintained at the assigned County office.

2.1.3.4 All devices in transit and/or pending delivery are not considered a part of County inventory. There will be no limit on the number of GPS devices kept in County inventory, and all GPS devices in County possession will be fully operable at all times while in inventory.

2.1.3.5 County will not pay Contractor an inventory fee, storage fee, installation equipment fee or any other fee related to inventory devices and equipment. County will only be obligated to pay the per day, per activated device rate.

2.1.4 ONGOING DEMONSTRATION/TESTING OF EQUIPMENT REQUIREMENT

Contractor will provide County unlimited use of two (2) fully operational devices for demonstration and/or test purposes. These devices will not be part of the backup/replacement inventory, will not count toward the per-day, per activated device rate, and will be provided at no additional cost. The devices may be demonstrated/tested at the discretion of the County Program Manager. At the end of Contract, the two (2) devices will be returned to Contractor.

2.1.4.1 Contractor will not release or reveal any GPS data, program information, operation protocols, implementation plans, training material, report(s), publication(s), updates, and/or statistical data to any entity, without a legal subpoena or prior written approval from the County Program Manager.

2.1.4.2 All records (automated, electronic or hard copy files) remain the property of County and will be returned within thirty (30) days in the event the Contract is terminated or expired.

2.1.4.3 Data will be recorded with a historical transaction record and centrally stored/archived for retrieval/backup in a database, and made available when requested by County.

2.1.4.4 Contractor will submit written policies and procedures for removal, storage, and destruction of documents or data files

that contain any data or information pertaining to the County's GPS Program including, but not limited to, participant information, system performance, complaints, invoices, technical advice and/or enhancements, system problems and any written documentation on performance or compliance issues and any meeting notes where County and Contractor met prior to the removal, storage or destruction of said documents for County's review and approval. A list of all documents being considered for removal or destruction will be submitted to County for approval prior to removal or destruction.

2.1.4.5 Documentation evidencing criminal activity will be stored and maintained in accordance with all applicable federal and state laws, in a manner and for the duration mutually agreed upon by Contractor and County. Contractor will be responsible for providing a policy for approval by County within fourteen (14) days after the execution of this Contract. Contractor will abide by County's network security policy and procedures, Exhibit I (Information Security and Privacy Requirements).

2.1.4.6 Provide appropriate staff to be available, at no cost to the County, to testify regarding a GPSMP participant, if required in any judicial proceeding.

2.2 JUVENILE ELECTRONIC MONITORING PROGRAM

Contractor will provide services necessary to operate a Juvenile Electronic Monitoring Program (JEMP) for specified participants at Probation locations.

Contractor will provide a one-piece electronic monitoring device with Global Positioning System (GPS), Cellular Radio Frequency (CRF) and land line Radio Frequency (RF) capabilities as specified in Exhibit Q (Equipment Requirements). Contractor will also make available Transdermal Alcohol Devices. Contractor will provide the central computer hardware and software necessary for the operation and continuous monitoring of the GPS tracking and data storage. County currently has approximately two hundred (200) participants in JEMP.

Devices for JEMP participants will be installed at the homes of JEMP participants and at the following Probation locations:

Barry J. Nidorf
16350 Filbert Street
Sylmar, CA 91342
1:30pm - 4:00pm M-F

Los Padrinos Juvenile Hall
7285 Quill Drive
Downey, CA 90242
2:00pm - 7:00pm M-Sun

Campus Vernon Kilpatrick
427 Encinal Canyon Rd.
Malibu, CA 90265

2.2.1 INSTALLATION

2.2.1.1 Contractor will provide installation and removal services during the above posted days/hours for each facility. Installation will occur within twenty-four (24) hours of notification by the County.

2.2.1.2 Installation by Contractor will consist of strapping the device to the JEMP participant's ankle. Subcontracting will be considered and/or allowed for this requirement of the service only.

2.2.1.3 For JEMP CRF switchable devices, Contractor will submit a proposal for the additional costs associated with providing installation and removal services where the device will be installed within twenty-four (24) hours of notification, by the Contractor at the specified locations.

2.2.1.4 Contractor will provide repair and/or replacement of equipment within twenty-four (24) hours of discovery or notification of a malfunction.

2.2.1.5 The installation of the JEMP devices may be subcontracted. Contractor will ensure that all applicable conditions of employment are in place including, but not limited to, background clearance for all Subcontractors.

2.2.2 Contractor will supply one-piece GPS tracking devices and will be responsible for providing, at a minimum, the following services:

2.2.2.1 Monitoring, tracking, collecting and recording, in a software system, all movement and location data of JEMP participants assigned to GPS tracking, on a twenty-four (24) hour continuous basis.

2.2.2.2 Providing daily reports of each JEMP participant's GPS and CRF tracking activities, including technical violations, to the JEMP participant's DPO and unit supervisors (via telephone call, text message, and/or e-mail as specified by County) for all JEMP participants assigned to GPS and CRF monitoring.

2.2.2.3 Providing immediate alert notification to the JEMP participant's DPO and to the JEMP participant (via telephone, call text message, and/or e-mail as specified by County) from Contractor's monitoring service center personnel twenty-four (24) hours per day, including, but not limited to, inclusion zone violations, tamper violations, no GPS notifications, lost cellular communication, and low/critical or shutdown battery notifications.

2.2.2.4 Providing unlimited access to the most up-to-date maps available with the most current graphics, aerial photography capabilities, and the flexibility to update maps with public places of interest icon references, including, but not limited to, schools, day-care centers, parks, or other areas of interest specific to each geographical area.

2.2.2.5 Providing County and County-approved local law enforcement agencies unlimited use of the software and database for instant access to the most recent near real-time location of the JEMP participants.

2.2.2.6 Providing near real-time, user-friendly unlimited access to the data, allowing County staff and local law enforcement agencies, as approved by County, to access and view up to the minute data for investigative, compliance, and criminal behavior analysis of JEMP participants assigned to GPS tracking.

2.2.2.7 Providing the central computer hardware and software necessary for the operation of twenty-four (24) hours per day of continuous monitoring of the GPS tracking and data storage, including HMU (Home Monitoring Unit) data related to home detention.

2.2.2.8 County will have the ability to query, through a secured web-based system, Contractor software and all devices assigned to the County. At a minimum the information should include the device number, status of device (operational or inactive) assigned location, and JEMP participant's name.

2.2.3 GPS services will be fully supported by monitoring services on a continuous basis and Contractor will provide all systems and equipment required for the service delivery including, but not limited to the following:

2.2.3.1 A system with a secure database to monitor JEMP participant activity.

2.2.3.2 Monitoring devices, all of which communicate location data to Contractor's central information software system.

2.2.3.3 All labor, materials, equipment, accessories and consumables necessary to perform GPS tracking on a continuous basis.

2.2.3.4 Appropriate staff, available at no cost to the County, to testify regarding a JEMP participant, if required in any judicial proceeding.

2.3 ADULT ELECTRONIC MONITORING PROGRAM

Contractor will provide services to operate an Adult Electronic Monitoring Program (Adult EMP) to assist in the supervision and tracking of participants that may be placed in Adult EMP including breath and transdermal alcohol monitoring, civil contempt or family law referrals, Los Angeles County Sheriff's Department (LASD) referrals, court ordered misdemeanor or felony pre-conviction, and court ordered misdemeanor or felony post-conviction (Adult EMP participants). The services will include orientation (in-person, enrollment, installation consultation and support services for program participants.

This program is part of an alternative to custody to either alleviate a lack of bed space in county jail or as support to the courts in criminal or civil matters. All participants will be supervised by Contractor.

Contractor will provide a one-piece electronic monitoring device with Global Positioning System (GPS), Cellular Radio Frequency (CRF) and land line Radio Frequency (RF) capabilities as specified in Exhibit Q (Equipment Requirements). Contractor will also make available Transdermal Alcohol Devices. County currently has approximately one thousand five hundred (1,500) participants in Adult EMP.

2.3.1 Contractor will provide installation and removal of all electronic monitoring equipment within established time frames as specified by County.

2.3.2 Contractor will monitor and document the activities of the Adult EMP participants on a continuous basis to determine if they are in compliance with all conditions of the sentencing court and/or Adult EMP requirements.

2.3.3 Contractor will notify County and appropriate authorities through standardized reports of an Adult EMP participant's compliance to these requirements within established time frames, as described throughout this section.

2.3.4 Contractor will maintain complete and accurate records relating to Adult EMP participants' compliance to orders of the court and Adult EMP requirements, as well as issuance, replacement and maintenance of equipment.

2.3.5 Contractor will provide a sufficient number of branch offices located in various geographic locations within the County of Los Angeles. Due to the geographic size of the County, Contractor will provide a minimum of four (4) branch offices, with at least one (1) located in the North, South, East and West region of the County, respectively. All such offices must be located at a reasonable distance away from any residential area, park, school, or other area or structure where children are reasonably likely to congregate as approved by the Los Angeles County Probation Department. County may agree to a lower number of offices based on their geographical locations and Contractor's overall demonstrated ability to provide the required services from the proposed locations.

2.3.6 County reserves the right to review and approve all publications and advertisements regarding Contractor's Adult EMP prior to release in accordance with Section 8.36 (Publicity) of the Contract.

2.3.7 Contractor will comply with the guidelines and standards of the County's EMP Operational Procedures Manual (Manual), Exhibit R (EMP Operational Procedures Manual). The Manual may be updated based on County needs.

2.3.8 <u>Referral and Assessment Process</u>

2.3.8.1 Participants are identified for Adult EMP by Probation, LASD, or the Courts. Identified participants may be handicapped, have medical restrictions, and/or caretakers of others.

2.3.8.2 Probation's Pretrial Services Division (PPSD) conducts a suitability assessment of identified participants prior to enrollment in Adult EMP. Each suitability assessment will consist of an interview; address verification; criminal record analysis, and completion of a validated risk assessment. PPSD will notify the Court, LASD and Contractor of the suitability assessment findings.

2.3.8.3 Each assessment will result in a classification finding of suitable, unsuitable or ineligible. A suitable assessment is defined as a participant who receives a low, medium, or high risk score, and meets the program's eligibility requirements.

2.3.8.4 An unsuitable assessment is defined as an individual whose risk score indicates a history of violence, threat to public safety or other unfavorable factors and whose risk score exceeds the established high risk threshold. An ineligible assessment is defined as an individual who is disqualified from Adult EMP for not meeting the minimum eligibility requirements.

2.3.9 Contractor will provide Adult EMP participants with written program rules, regulations, participant complaint, and equipment instructions at the time of enrollment.

2.3.10 Contractor will obtain Adult EMP participant's written consent to both participate in the program and to comply with the rules and regulations of the program at the time of enrollment.

2.3.11 Contractor will establish and maintain the Adult EMP participant's case files in compliance with the Manual. All case files will remain under the jurisdiction of Probation.

2.3.12 Contractor will assign and install active monitoring equipment, utilizing a random contact back-up system, to all Adult EMP participants within established time frames.

2.3.13 Contractor's case manager will meet in person with participants that have been assessed by Probation as specified in the Manual.

2.3.14 Contractor will monitor the Adult EMP participant's adherence to Adult EMP rules and regulations, and report compliance to County and appropriate authorities as described in the Manual.

2.3.15 Contractor will track and report the Adult EMP participant's adherence to orders of the court or program guidelines.

2.3.16 Contractor will provide statistical data as described in the Manual.

2.3.17 Contractor will repair and/or replace equipment within twenty-four (24) hours of discovery of a malfunction. Approved procedures must be followed to monitor Adult EMP participant during any period of time in which the equipment is not functioning properly.

2.3.18 Contractor will provide an immediate, documented telephone call to participant in response to tamper alerts. After the initial telephone call, Contractor will place telephone calls to the participant every two (2) hours until the tamper alert is reset or transmitter replaced. Replacement, if necessary, must occur within twenty-four (24) hours of initial tamper alert. Equipment replacements, repairs, resets, and telephone calls must be documented.

2.3.19 Contractor will verify all departures to and from the participant’s place of confinement.

2.3.20 Contractor will notify the County and designated authorities of the probable violation of Adult EMP conditions within the time limits established by the County.

2.3.21 Contractor's Adult EMP equipment and services will include the following:

2.3.21.1 All monitoring activity from Adult EMP equipment at participant's residence will be reported to Contractor's monitoring center through a toll free telephone line.

2.3.21.2 Monitoring software must be password protected.

2.3.21.3 Monitoring software must have flexible curfew scheduling capability.

2.3.21.4 Monitoring software must provide for twenty-four (24) hour pager alert for branch managers.

2.3.21.5 Monitoring software must provide expansion capability and internet access.

2.3.21.6 Monitoring software must provide custom event printouts.

2.3.21.7 Monitoring software must be set to perform an automatic monitor check-in with the field-monitoring device a maximum of every four (4) hours. If check-in is not received within five (5) hours, a documented monitoring response is required by Contractor.

2.3.22 Contractor will maintain complete and accurate records regarding:

2.3.22.1 Participant Orientation, and enrollment

2.3.22.2 Participant's compliance

2.3.22.3 Staff training

2.3.22.4 Assignment, Installation, Replacement, and removal of participant's electronic monitoring equipment

2.3.23 Contractor will provide a computerized electronic monitoring equipment inventory and maintenance service for each piece of equipment used within this program, including all repairs and/or replaced equipment.

2.3.24 Contractor will provide access, at any time, to County for the purpose of inspecting records, offices or facilities being maintained in conjunction with this program.

2.3.25 Contractor will provide other services found to be necessary relating to the operation of an Adult EMP, including but not limited to, random contact monitoring equipment and approved transdermal and breath alcohol testing devices, either separately, or in conjunction with electronic monitoring.

2.3.26 Contractor will establish procedures to document the receipt and resolution of participant's disputes. Any disputes not resolved through this process within ten (10) business days of the receipt of the dispute by Contractor will be referred to the County for mediation.

2.3.27 Contractor will investigate and respond to County in writing within five (5) business days from receipt of complaint by County. The response will include a statement of the facts, whether the allegation is true or false, corrective action taken or planned, if applicable, and controls to prevent reoccurrence of the problem.

2.3.28 Contractor will be available for County on-site inspections and audits to review and monitor all program components, including, but not limited to, participant case files, monitoring records, and other records to ensure Contractor compliance to Contract provisions.

2.3.29 Contractor will provide appropriate staff to be available, at no cost to the County, to testify regarding an Adult EMP participant if required in any judicial proceeding.

2.4 IMPLEMENTATION SERVICES

Contractor will provide a description of the methodology, including all applicable tasks and deliverables, for implementing the Comprehensive Electronic Monitoring Services (CEMS), including monitoring center and monitoring services implementation, which must meet all of the requirements set forth in Exhibit S (CEMS Implementation Requirements) of the Contract, among others. Such CEMS implementation tasks and deliverables shall, to the extent applicable, address CEMS center set up, data conversion and migration, CEMS software and interfaces (if any), implementation of CEMS system acceptance testing and transition into operational CEMS environment.

Contractor will correct any and all deficiencies in the CEMS implementation services before County's acceptance and approval of such services and payment by County to Contractor for any services under the resultant Contract.

2.5 Optional Work

The Contractor will inform the County of new technology and methods of electronic monitoring that may be available during the term of this Contract, including, but not limited to, advances in Global Positioning System, and wrist worn devices, and/or other devices. County may determine to implement any of the new technology and methods of optional work under, and in accordance with, the Contract. Contractor may include the new technologies/methods in the submission.

2.6 Additional Requirements

Contractor must be available to meet with the County quarterly, or at least once every three months of the contract term, to: 1) discuss both the performance and the effectiveness of the services being run by Contractor; 2) provide feedback, and receive feedback, related to services; and 3) discuss areas of identified concern by either the Contractor or the County.

These quarterly meetings will be conducted in individual or group settings and can be in person or virtual.

3.0 QUALITY CONTROL PLAN

Contractor will establish and maintain a Quality Control Plan to assure that the requirements of the Contract are met. A copy must be provided as changes occur. The original plan and any future amendments are subject to County review and approval and shall include, but are not limited to, the following:

3.1 An inspection system covering all the services listed on Exhibit P (Performance Requirements Summary Chart). It must specify the activities to be inspected on a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.

3.2 The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

3.3 A file of all inspections conducted by Contractor and, if necessary, the corrective action taken. This documentation will be made available as requested by County during the term of the Contract as set forth in Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of the Contract.

3.4 The methods for ensuring uninterrupted service to County in the event of a strike of County's or Contractor's employees or any other unusual occurrence (i.e., power loss or natural disaster) which would result in Contractor being unable to perform the contracted work.

3.5 The methods for assuring that confidentiality of adult and juvenile records, and other protected information are maintained while in the care of Contractor's employees.

3.6 The methods for maintaining security of records and the methods for preventing the loss or destruction of data.

4.0 QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies which County determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur

consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

County will evaluate Contractor's performance under this Contract using the quality assurance procedures specified in Exhibit P (Performance Requirements Summary Chart) or other such procedures as may be necessary to ascertain Contractor's compliance with this Contract.

4.1 Performance Evaluation Meetings

County's Program Manager may meet weekly with Contractor's Project Director during the first three (3) months of the Contract if County's Program Manager determines it necessary. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to resolve all problems identified.

4.2 After the first three (3) months of operation, regular performance evaluation meetings will be held monthly in accordance with a mutually agreed upon schedule, or as required by County.

4.3 County will have the right to remove any Contractor personnel performing services under this Contract who is/are unsatisfactory in the opinion of County's Program Manager. Contractor personnel will be removed and replaced by Contractor within twenty-four (24) hours when requested to do so by County's Contract Manager.

4.4 Contract Discrepancy Report

Verbal notification of a Contract discrepancy will be made to Contractor's Project Director whenever a Contract discrepancy is identified. The problem will be resolved within a time period mutually agreed upon by County and Contractor.

County's Program Manager will determine whether a formal Contract Discrepancy Report shall be issued as referenced in Exhibit N (Contract Discrepancy Report). Upon receipt of this document, Contractor is required to respond in writing to County's Program Manager within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. Contractor will submit a plan for correction of all deficiencies identified in the Contract Discrepancy Report to County's Program Manager within ten (10) business days of receipt of the Contract Discrepancy Report.

5.0 DEFINITIONS

5.1 Business Day - Monday through Friday, 8:00 a.m. to 5:00 p.m., PT, not including any County holidays.

5.2 Contract Discrepancy Report (CDR) - A report prepared by County's Quality Assurance Evaluator to inform Contractor of faulty service. The CDR requires a response from Contractor explaining the problem and outlining the remedial action being taken to resolve the problem within ten (10) business days after receipt of the CDR.

5.3 Contract Start Date - The date Contractor begins work in accordance with the terms of the Contract.

5.4 Contractor's Project Director - Person designated by Contractor to administer the Contract operations after the Contract award.

5.5 County's Contract Manager - Person designated by County with authority for County on contractual or administrative matters relating to this Contract.

5.6 County's Contract Monitor - Person designated by County to monitor the Contract and provide reports to County's Contract Manager and County's Program Manager.

5.7 County's Program Manager - Person designated by County to manage the daily operations under this Contract.

5.8 Participants - Individuals who are electronically monitored by the County.

5.9 Liquidated Damages - The monetary amount deducted from Contractor's payment due to non-compliance with the Contract and/or deficiencies in performance.

5.10 Performance Requirements Summary (PRS) - The statement that identifies the key performance indicators of the Contract which will be evaluated by County to ensure contract performance standards are met by Contractor as referred to in Exhibit P (Performance Requirements Summary Chart).

5.11 Records - Personal and social history, including criminal information of adult/juvenile offenders. The records include legal documents and other information, which are confidential. The information is not to be discussed with, or disclosed to, unauthorized persons as defined by the County of Los Angeles Probation Department.

5.12 Quality Control Plan - All necessary measures taken by Contractor to assure that the quality of service will meet the Contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in Exhibit P (Performance Requirements Summary Chart).

6.0 RESPONSIBILITIES

County's and Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

County will administer the Contract according to Paragraph 6.0 (Administration of Contract - County) of the Contract. Specific duties will include:

6.1.1 Monitoring Contractor's performance in the daily operation of this Contract.

6.1.2 Providing direction to Contractor in areas relating to policy, information, and procedural requirements.

6.1.3 Preparing Amendments in accordance with Paragraph 8.1 (Amendments) of the Contract.

CONTRACTOR

6.2 Project Director

6.2.1 Contractor will provide its own full-time officer or employee as Contractor's Project Director. The Contractor's Project Director or an approved alternate will be assigned locally and available for telephone contact 24 hours a day, Monday through Sunday, including all County holidays. The Contractor's Project Director will provide overall management and coordination of the Contract services on Contractor's behalf and will act as the central point of contact with County.

6.2.2 When Contract work is being performed at times other than described above or when the Contractor's Project Director cannot be present, and with prior approval of the County's Program Manager, an equally responsible individual will be designated to act for Contractor's Project Director.

6.2.3 The Contractor's Project Director will have a minimum of three (3) years of experience within the last five (5) years in the management and operation of electronic monitoring services or similar scope.

6.2.4 The Contractor's Project Director/alternate will have full authority to act for Contractor on all matters relating to the daily operation of the

Contract. The Contractor's Project Director/alternate will be able to effectively communicate in English, both orally and in writing.

6.2.5 The Contractor's Project Director must be available between 8:00 a.m. to 5:00 p.m., PT, Monday through Friday excluding County holidays, to meet with County personnel designated by County to discuss problem areas.

6.2.6 County will have the right of review and approval of the Contractor's Project Director. County will have the right of removal of the Contractor's Project Director and any replacement recommended by Contractor.

6.3 Personnel

6.3.1 Contractor will be responsible for providing competent staff to fulfill the Contract. County will have the right to review and approve potential staff prior to their performing services under this Contract.

6.3.2 Contractor will ensure that by the first day of employment, all persons working on this Contract have signed an acknowledgment form regarding confidentiality, that meets the standards of the County of Los Angeles Probation Department for County employees having access to confidential Criminal Offender Record Information (CORI) **Contractor shall retain the original CORI form and forward a copy to the County's Program Manager within five (5) business days of start of employment.** The CORI form is provided at Exhibit O (Confidentiality CORI Information).

6.3.3 All personnel must be able to read, write, spell, speak, and understand English.

6.3.4 County reserves the right to preclude Contractor staff from performing services under this Contract. Contractor will be responsible for immediately removing and replacing any employee from work on this Contract within twenty-four (24) hours after it is requested to do so by County's Program Manager.

6.3.5 County reserves the right to have County's Program Manager or a designated alternate, interview any or all prospective employees of Contractor.

6.3.6 Contractor will be required to conduct a background check of their employees as set forth in Paragraph 7.5 (Background and Security Investigations) of the Contract.

6.3.7 Contractor must have alternate staff that have successfully passed background clearances pursuant to Paragraph 7.5 (Background and Security Investigations) of the Contract.

6.3.8 <u>CONTRACTOR STAFFING LEVEL REQUIREMENTS AND QUALIFICATIONS</u>

6.3.8.1 Contractor will provide annual training, for all Contractor staff working in the monitoring center, to ensure that they have sufficient knowledge regarding the system to allow them to effectively respond to questions and to fully utilize the system and equipment. Contractor will provide at least forty (40) hours of training before being authorized to provide services. Additionally, Contractor will liaison with, and will maintain a good working relationship with, the judiciary, law enforcement, criminal justice system, County staff and the community.

6.3.8.2 Contractor will provide a substitute for terminated personnel that are deemed critical by the County in meeting acceptable performance per the contract and where the Contractor has been notified of the critical nature of the specific position by the County and/or positions that are contractually specified positions within forty-eight (48) hours. The noted vacant position must be filled with a permanent employee within thirty (30) days.

6.3.8.3 Contractor will provide quality improvement training to their staff and conduct quarterly assurance activities to ensure the data entered in the software is accurate.

6.3.8.4 Contractor will develop written operational procedures specific to County's Comprehensive Electronic Monitoring Services for reference by their staff.

6.4 Furnished Items

Contractor will provide all personnel and supplies necessary to perform all services required by the Statement of Work.

6.5 Contractor's Office

Contractor will maintain an office with a telephone in the company’s name where Contractor conducts business. The office must be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, Pacific Time, by at least one employee who can respond to inquiries and complaints which may

be received about Contractor's performance of the Contract. When the office is closed, an answering service will be provided to receive calls. **Contractor must respond to calls received by the answering service within two (2) hours of receipt of the call.**

6.6 Identification Badges

Contractor must ensure their employees are appropriately identified as set forth in Paragraph 7.4 (Contractor's Staff Identification) of the Contract.

7.0 HOURS/DAYS OF WORK

Contractor will be required to provide Comprehensive Electronic Monitoring Services on a twenty-four (24) hours continuous basis.

8.0 UNSCHEDULED WORK

If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of Contractor, and Contractor will have no claim whatsoever against County.

9.0 PERFORMANCE REQUIREMENTS SUMMARY

9.1 All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the Statement of Work (SOW), and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and the PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in the PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

9.2 A standard level of performance will be required of Contractor for the required services. Exhibit P (Performance Requirements Summary Chart) summarizes the required services, performance standards, maximum allowable deviation from the standards, methods of surveillance to be used by the County, and liquidated damages to be imposed for unacceptable performance. County will evaluate Contractor's performance under this Contract using the quality assurance procedures specified in Exhibit P (Performance Requirements Summary Chart) or other such procedures as may be necessary to ascertain Contractor compliance with this Contract. Failure of Contractor to achieve this standard can result in an assessment

of liquidated damages against Contractor's monthly payment as determined by County.

9.3 When Contractor's performance does not conform to the requirements of this Contract, County will have the option to apply the following non-performance remedies:

9.3.1 Require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

9.3.2 Reduce payment to Contractor by a computed amount based on the assessment fee(s) in the PRS.

9.3.3 Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

9.3.4 Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days will constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor's failure to perform said service(s), as determined by County, will be credited to County on Contractor's future invoice.

This Subparagraph does not limit County's right to terminate the Contract upon ten (10) business days' written notice with or without cause, as provided for in Paragraph 8.41 (Termination for Convenience) of the Contract.

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PRICING SHEET

GLOBAL POSITIONING SYSTEM MONITORING PROGRAM
AND
JUVENILE ELECTRONIC MONITORING PROGRAM

The Contractor hereby offers to furnish all labor, materials, equipment, and services necessary to provide **Comprehensive Electronic Monitoring Services**, as set forth in the specifications and requirements outlined in the Contract.

All work must be performed during the time period prescribed and in the manner described in said Contract specifications. Compensation for the services will be provided on a **sliding scale, fixed-fee basis**, as detailed in the attached proposed rate schedule.

I agree that if the County Board of Supervisors accepts my proposal, I will commence services immediately following Contract execution.

I further agree to perform and provide all services specified for the **County of Los Angeles - Probation Department** in full accordance with the Contract and attached specifications, for the compensation submitted below:

I PROPOSE A SLIDING SCALE DAILY FIXED RATE/FEE FOR THE REQUIRED SERVICES USING CELLULAR RADIO FREQUENCY (CRF), AS FOLLOWS:

1. Monitoring and support services only

1-50	**$4.09**	701-750	**$3.98**	1401-1450	**$3.88**
51-100	**$4.09**	751-800	**$3.98**	1451-1500	**$3.88**
101-150	**$4.09**	801-850	**$3.98**	1501-1550	**$3.76**
151-200	**$4.09**	854-900	**$3.98**	1551-1600	**$3.76**
201-250	**$4.09**	901-950	**$3.98**	1601-1650	**$3.76**
251-300	**$4.09**	951-1000	**$3.98**	1651-1700	**$3.76**
301-350	**$4.09**	1001-1050	**$3.88**	1701-1750	**$3.76**
351-400	**$4.09**	1051-1100	**$3.88**	1751-1800	**$3.76**
401-450	**$4.09**	1101-1150	**$3.88**	1801-1850	**$3.76**
451-500	**$4.09**	1151-1200	**$3.88**	1851-1900	**$3.76**
501-550	**$3.98**	1201-1250	**$3.88**	1901-1950	**$3.76**
551-600	**$3.98**	1251-1300	**$3.88**	1951-2000	**$3.76**
601-650	**$3.98**	1301-1350	**$3.88**		
651-700	**$3.98**	1351-1400	**$3.88**		

PRICING SHEET

2. Monitoring and support services including installation and removal

1-50	**$7.30**	701-750	**$7.19**	1401-1450	**$7.08**
51-100	**$7.30**	751-800	**$7.19**	1451-1500	**$7.08**
101-150	**$7.30**	801-850	**$7.19**	1501-1550	**$6.97**
151-200	**$7.30**	854-900	**$7.19**	1551-1600	**$6.97**
201-250	**$7.30**	901-950	**$7.19**	1601-1650	**$6.97**
251-300	**$7.30**	951-1000	**$7.19**	1651-1700	**$6.97**
301-350	**$7.30**	1001-1050	**$7.08**	1701-1750	**$6.97**
351-400	**$7.30**	1051-1100	**$7.08**	1751-1800	**$6.97**
401-450	**$7.30**	1101-1150	**$7.08**	1801-1850	**$6.97**
451-500	**$7.30**	1151-1200	**$7.08**	1851-1900	**$6.97**
501-550	**$7.19**	1201-1250	**$7.08**	1901-1950	**$6.97**
551-600	**$7.19**	1251-1300	**$7.08**	1951-2000	**$6.97**
601-650	**$7.19**	1301-1350	**$7.08**		
651-700	**$7.19**	1351-1400	**$7.08**		

I PROPOSE A SLIDING SCALE DAILY FIXED RATE/FEE FOR THE REQUIRED SERVICES USING RADIO FREQUENCY (RF), AS FOLLOWS:

1. Monitoring and support services only

1-50	**$2.31**	701-750	**$2.31**	1401-1450	**$2.31**
51-100	**$2.31**	751-800	**$2.31**	1451-1500	**$2.31**
101-150	**$2.31**	801-850	**$2.31**	1501-1550	**$2.31**
151-200	**$2.31**	854-900	**$2.31**	1551-1600	**$2.31**
201-250	**$2.31**	901-950	**$2.31**	1601-1650	**$2.31**
251-300	**$2.31**	951-1000	**$2.31**	1651-1700	**$2.31**
301-350	**$2.31**	1001-1050	**$2.31**	1701-1750	**$2.31**
351-400	**$2.31**	1051-1100	**$2.31**	1751-1800	**$2.31**
401-450	**$2.31**	1101-1150	**$2.31**	1801-1850	**$2.31**
451-500	**$2.31**	1151-1200	**$2.31**	1851-1900	**$2.31**
501-550	**$2.31**	1201-1250	**$2.31**	1901-1950	**$2.31**
551-600	**$2.31**	1251-1300	**$2.31**	1951-2000	**$2.31**
601-650	**$2.31**	1301-1350	**$2.31**		
651-700	**$2.31**	1351-1400	**$2.31**		

PRICING SHEET

2. Monitoring and support services including installation and removal

1-50	**$5.52**	701-750	**$5.52**	1401-1450	**$5.52**
51-100	**$5.52**	751-800	**$5.52**	1451-1500	**$5.52**
101-150	**$5.52**	801-850	**$5.52**	1501-1550	**$5.52**
151-200	**$5.52**	854-900	**$5.52**	1551-1600	**$5.52**
201-250	**$5.52**	901-950	**$5.52**	1601-1650	**$5.52**
251-300	**$5.52**	951-1000	**$5.52**	1651-1700	**$5.52**
301-350	**$5.52**	1001-1050	**$5.52**	1701-1750	**$5.52**
351-400	**$5.52**	1051-1100	**$5.52**	1751-1800	**$5.52**
401-450	**$5.52**	1101-1150	**$5.52**	1801-1850	**$5.52**
451-500	**$5.52**	1151-1200	**$5.52**	1851-1900	**$5.52**
501-550	**$5.52**	1201-1250	**$5.52**	1901-1950	**$5.52**
551-600	**$5.52**	1251-1300	**$5.52**	1951-2000	**$5.52**
601-650	**$5.52**	1301-1350	**$5.52**		
651-700	**$5.52**	1351-1400	**$5.52**		

PRICING SHEET

I PROPOSE A SLIDING SCALE DAILY FIXED RATE/FEE FOR THE REQUIRED SERVICES USING GPS - PASSIVE, AS FOLLOWS:

1. Monitoring and support services only

1-50	**$4.09**	701-750	**$3.98**	1401-1450	**$3.88**
51-100	**$4.09**	751-800	**$3.98**	1451-1500	**$3.88**
101-150	**$4.09**	801-850	**$3.98**	1501-1550	**$3.76**
151-200	**$4.09**	854-900	**$3.98**	1551-1600	**$3.76**
201-250	**$4.09**	901-950	**$3.98**	1601-1650	**$3.76**
251-300	**$4.09**	951-1000	**$3.98**	1651-1700	**$3.76**
301-350	**$4.09**	1001-1050	**$3.88**	1701-1750	**$3.76**
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451-500	**$4.09**	1151-1200	**$3.88**	1851-1900	**$3.76**
501-550	**$3.98**	1201-1250	**$3.88**	1901-1950	**$3.76**
551-600	**$3.98**	1251-1300	**$3.88**	1951-2000	**$3.76**
601-650	**$3.98**	1301-1350	**$3.88**		
651-700	**$3.98**	1351-1400	**$3.88**		

2. Monitoring and support services including installation and removal

1-50	**$7.30**	701-750	**$7.19**	1401-1450	**$7.08**
51-100	**$7.30**	751-800	**$7.19**	1451-1500	**$7.08**
101-150	**$7.30**	801-850	**$7.19**	1501-1550	**$6.97**
151-200	**$7.30**	854-900	**$7.19**	1551-1600	**$6.97**
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451-500	**$7.30**	1151-1200	**$7.08**	1851-1900	**$6.97**
501-550	**$7.19**	1201-1250	**$7.08**	1901-1950	**$6.97**
551-600	**$7.19**	1251-1300	**$7.08**	1951-2000	**$6.97**
601-650	**$7.19**	1301-1350	**$7.08**		
651-700	**$7.19**	1351-1400	**$7.08**		

PRICING SHEET

I PROPOSE A SLIDING SCALE DAILY FIXED RATE/FEE FOR THE REQUIRED SERVICES USING GPS - INTERMEDIATE, AS FOLLOWS:

1. Monitoring and support services only

1-50	**$4.09**	701-750	**$3.98**	1401-1450	**$3.88**
51-100	**$4.09**	751-800	**$3.98**	1451-1500	**$3.88**
101-150	**$4.09**	801-850	**$3.98**	1501-1550	**$3.76**
151-200	**$4.09**	854-900	**$3.98**	1551-1600	**$3.76**
201-250	**$4.09**	901-950	**$3.98**	1601-1650	**$3.76**
251-300	**$4.09**	951-1000	**$3.98**	1651-1700	**$3.76**
301-350	**$4.09**	1001-1050	**$3.88**	1701-1750	**$3.76**
351-400	**$4.09**	1051-1100	**$3.88**	1751-1800	**$3.76**
401-450	**$4.09**	1101-1150	**$3.88**	1801-1850	**$3.76**
451-500	**$4.09**	1151-1200	**$3.88**	1851-1900	**$3.76**
501-550	**$3.98**	1201-1250	**$3.88**	1901-1950	**$3.76**
551-600	**$3.98**	1251-1300	**$3.88**	1951-2000	**$3.76**
601-650	**$3.98**	1301-1350	**$3.88**		
651-700	**$3.98**	1351-1400	**$3.88**		

2. Monitoring and support services including installation and removal

1-50	**$7.30**	701-750	**$7.19**	1401-1450	**$7.08**
51-100	**$7.30**	751-800	**$7.19**	1451-1500	**$7.08**
101-150	**$7.30**	801-850	**$7.19**	1501-1550	**$6.97**
151-200	**$7.30**	854-900	**$7.19**	1551-1600	**$6.97**
201-250	**$7.30**	901-950	**$7.19**	1601-1650	**$6.97**
251-300	**$7.30**	951-1000	**$7.19**	1651-1700	**$6.97**
301-350	**$7.30**	1001-1050	**$7.08**	1701-1750	**$6.97**
351-400	**$7.30**	1051-1100	**$7.08**	1751-1800	**$6.97**
401-450	**$7.30**	1101-1150	**$7.08**	1801-1850	**$6.97**
451-500	**$7.30**	1151-1200	**$7.08**	1851-1900	**$6.97**
501-550	**$7.19**	1201-1250	**$7.08**	1901-1950	**$6.97**
551-600	**$7.19**	1251-1300	**$7.08**	1951-2000	**$6.97**
601-650	**$7.19**	1301-1350	**$7.08**		
651-700	**$7.19**	1351-1400	**$7.08**		

PRICING SHEET

I PROPOSE A SLIDING SCALE DAILY FIXED RATE/FEE FOR THE REQUIRED SERVICES USING GPS – CONTINUOUS (ACTIVE), AS FOLLOWS:

1. Monitoring and support services only

1-50	**$4.09**	701-750	**$3.98**	1401-1450	**$3.88**
51-100	**$4.09**	751-800	**$3.98**	1451-1500	**$3.88**
101-150	**$4.09**	801-850	**$3.98**	1501-1550	**$3.76**
151-200	**$4.09**	854-900	**$3.98**	1551-1600	**$3.76**
201-250	**$4.09**	901-950	**$3.98**	1601-1650	**$3.76**
251-300	**$4.09**	951-1000	**$3.98**	1651-1700	**$3.76**
301-350	**$4.09**	1001-1050	**$3.88**	1701-1750	**$3.76**
351-400	**$4.09**	1051-1100	**$3.88**	1751-1800	**$3.76**
401-450	**$4.09**	1101-1150	**$3.88**	1801-1850	**$3.76**
451-500	**$4.09**	1151-1200	**$3.88**	1851-1900	**$3.76**
501-550	**$3.98**	1201-1250	**$3.88**	1901-1950	**$3.76**
551-600	**$3.98**	1251-1300	**$3.88**	1951-2000	**$3.76**
601-650	**$3.98**	1301-1350	**$3.88**		
651-700	**$3.98**	1351-1400	**$3.88**		

2. Monitoring and support services including installation and removal

1-50	**$7.30**	701-750	**$7.19**	1401-1450	**$7.08**
51-100	**$7.30**	751-800	**$7.19**	1451-1500	**$7.08**
101-150	**$7.30**	801-850	**$7.19**	1501-1550	**$6.97**
151-200	**$7.30**	854-900	**$7.19**	1551-1600	**$6.97**
201-250	**$7.30**	901-950	**$7.19**	1601-1650	**$6.97**
251-300	**$7.30**	951-1000	**$7.19**	1651-1700	**$6.97**
301-350	**$7.30**	1001-1050	**$7.08**	1701-1750	**$6.97**
351-400	**$7.30**	1051-1100	**$7.08**	1751-1800	**$6.97**
401-450	**$7.30**	1101-1150	**$7.08**	1801-1850	**$6.97**
451-500	**$7.30**	1151-1200	**$7.08**	1851-1900	**$6.97**
501-550	**$7.19**	1201-1250	**$7.08**	1901-1950	**$6.97**
551-600	**$7.19**	1251-1300	**$7.08**	1951-2000	**$6.97**
601-650	**$7.19**	1301-1350	**$7.08**		
651-700	**$7.19**	1351-1400	**$7.08**		

PRICING SHEET

Adult Electronic Monitoring Program

The Contractor offers to provide all labor, materials, and supplies necessary to perform Comprehensive Electronic Monitoring Services as outlined in this Contract.

This work must be performed during the period prescribed and in the manner set forth in the Contract specifications. Compensation will be on a sliding scale, fixed-fee basis, as detailed in the attached proposed rate schedule.

I agree to provide the specified services for the County of Los Angeles – Probation Department in full accordance with the attached specifications, which include, but are not limited to:

- Providing all required staff and facilities
- Installation and removal of monitoring devices
- Comprehensive case management as specified in **Exhibit R** (EMP Operational Procedures Manual) including:
    - Weekly or bi-monthly case management meetings, based on participant risk level and behavior
    - Monitoring of participant whereabouts and incident reporting
    - Additional case management tasks as specified
- Providing court reminders to participants
- Sending letters and emails to participants as needed

I PROPOSE A SLIDING SCALE DAILY FIXED RATE/FEE FOR THE REQUIRED SERVICES USING CELLULAR RADIO FREQUENCY (CRF), AS FOLLOWS:

1. Monitoring and support services only

1-50	**$4.09**	701-750	**$3.98**	1401-1450	**$3.88**
51-100	**$4.09**	751-800	**$3.98**	1451-1500	**$3.88**
101-150	**$4.09**	801-850	**$3.98**	1501-1550	**$3.76**
151-200	**$4.09**	854-900	**$3.98**	1551-1600	**$3.76**
201-250	**$4.09**	901-950	**$3.98**	1601-1650	**$3.76**
251-300	**$4.09**	951-1000	**$3.98**	1651-1700	**$3.76**
301-350	**$4.09**	1001-1050	**$3.88**	1701-1750	**$3.76**
351-400	**$4.09**	1051-1100	**$3.88**	1751-1800	**$3.76**
401-450	**$4.09**	1101-1150	**$3.88**	1801-1850	**$3.76**
451-500	**$4.09**	1151-1200	**$3.88**	1851-1900	**$3.76**
501-550	**$3.98**	1201-1250	**$3.88**	1901-1950	**$3.76**
551-600	**$3.98**	1251-1300	**$3.88**	1951-2000	**$3.76**
601-650	**$3.98**	1301-1350	**$3.88**		
651-700	**$3.98**	1351-1400	**$3.88**		

PRICING SHEET

2. Monitoring and support services including installation and removal

1-50	**$34.54**	701-750	**$14.68**	1401-1450	**$11.58**
51-100	**$34.54**	751-800	**$14.68**	1451-1500	**$11.58**
101-150	**$34.54**	801-850	**$14.68**	1501-1550	**$10.71**
151-200	**$34.54**	854-900	**$14.68**	1551-1600	**$10.71**
201-250	**$34.54**	901-950	**$14.68**	1601-1650	**$10.71**
251-300	**$19.39**	951-1000	**$14.68**	1651-1700	**$10.71**
301-350	**$19.39**	1001-1050	**$11.58**	1701-1750	**$10.71**
351-400	**$19.39**	1051-1100	**$11.58**	1751-1800	**$10.71**
401-450	**$19.39**	1101-1150	**$11.58**	1801-1850	**$10.71**
451-500	**$19.39**	1151-1200	**$11.58**	1851-1900	**$10.71**
501-550	**$14.68**	1201-1250	**$11.58**	1901-1950	**$10.71**
551-600	**$14.68**	1251-1300	**$11.58**	1951-2000	**$10.71**
601-650	**$14.68**	1301-1350	**$11.58**		
651-700	**$14.68**	1351-1400	**$11.58**		

PRICING SHEET

I PROPOSE A SLIDING SCALE DAILY FIXED RATE/FEE FOR THE REQUIRED SERVICES USING RADIO FREQUENCY (RF), AS FOLLOWS:

1. Monitoring and support services only

1-50	$2.31	701-750	$2.31	1401-1450	$2.31
51-100	$2.31	751-800	$2.31	1451-1500	$2.31
101-150	$2.31	801-850	$2.31	1501-1550	$2.31
151-200	$2.31	854-900	$2.31	1551-1600	$2.31
201-250	$2.31	901-950	$2.31	1601-1650	$2.31
251-300	$2.31	951-1000	$2.31	1651-1700	$2.31
301-350	$2.31	1001-1050	$2.31	1701-1750	$2.31
351-400	$2.31	1051-1100	$2.31	1751-1800	$2.31
401-450	$2.31	1101-1150	$2.31	1801-1850	$2.31
451-500	$2.31	1151-1200	$2.31	1851-1900	$2.31
501-550	$2.31	1201-1250	$2.31	1901-1950	$2.31
551-600	$2.31	1251-1300	$2.31	1951-2000	$2.31
601-650	$2.31	1301-1350	$2.31		
651-700	$2.31	1351-1400	$2.31		

2. Monitoring and support services including installation and removal

1-50	$32.76	701-750	$13.01	1401-1450	$10.01
51-100	$32.76	751-800	$13.01	1451-1500	$10.01
101-150	$32.76	801-850	$13.01	1501-1550	$9.26
151-200	$32.76	854-900	$13.01	1551-1600	$9.26
201-250	$32.76	901-950	$13.01	1601-1650	$9.26
251-300	$17.61	951-1000	$13.01	1651-1700	$9.26
301-350	$17.61	1001-1050	$10.01	1701-1750	$9.26
351-400	$17.61	1051-1100	$10.01	1751-1800	$9.26
401-450	$17.61	1101-1150	$10.01	1801-1850	$9.26
451-500	$17.61	1151-1200	$10.01	1851-1900	$9.26
501-550	$13.01	1201-1250	$10.01	1901-1950	$9.26
551-600	$13.01	1251-1300	$10.01	1951-2000	$9.26
601-650	$13.01	1301-1350	$10.01		
651-700	$13.01	1351-1400	$10.01		

PRICING SHEET

I PROPOSE A SLIDING SCALE DAILY FIXED RATE/FEE FOR THE REQUIRED SERVICES USING GPS - PASSIVE, AS FOLLOWS:

1. Monitoring and support services only

1-50	**$4.09**	701-750	**$3.98**	1401-1450	**$3.88**
51-100	**$4.09**	751-800	**$3.98**	1451-1500	**$3.88**
101-150	**$4.09**	801-850	**$3.98**	1501-1550	**$3.76**
151-200	**$4.09**	854-900	**$3.98**	1551-1600	**$3.76**
201-250	**$4.09**	901-950	**$3.98**	1601-1650	**$3.76**
251-300	**$4.09**	951-1000	**$3.98**	1651-1700	**$3.76**
301-350	**$4.09**	1001-1050	**$3.88**	1701-1750	**$3.76**
351-400	**$4.09**	1051-1100	**$3.88**	1751-1800	**$3.76**
401-450	**$4.09**	1101-1150	**$3.88**	1801-1850	**$3.76**
451-500	**$4.09**	1151-1200	**$3.88**	1851-1900	**$3.76**
501-550	**$3.98**	1201-1250	**$3.88**	1901-1950	**$3.76**
551-600	**$3.98**	1251-1300	**$3.88**	1951-2000	**$3.76**
601-650	**$3.98**	1301-1350	**$3.88**		
651-700	**$3.98**	1351-1400	**$3.88**		

2. Monitoring and support services including installation and removal

1-50	**$34.54**	701-750	**$14.68**	1401-1450	**$11.58**
51-100	**$34.54**	751-800	**$14.68**	1451-1500	**$11.58**
101-150	**$34.54**	801-850	**$14.68**	1501-1550	**$10.71**
151-200	**$34.54**	854-900	**$14.68**	1551-1600	**$10.71**
201-250	**$34.54**	901-950	**$14.68**	1601-1650	**$10.71**
251-300	**$19.39**	951-1000	**$14.68**	1651-1700	**$10.71**
301-350	**$19.39**	1001-1050	**$11.58**	1701-1750	**$10.71**
351-400	**$19.39**	1051-1100	**$11.58**	1751-1800	**$10.71**
401-450	**$19.39**	1101-1150	**$11.58**	1801-1850	**$10.71**
451-500	**$19.39**	1151-1200	**$11.58**	1851-1900	**$10.71**
501-550	**$14.68**	1201-1250	**$11.58**	1901-1950	**$10.71**
551-600	**$14.68**	1251-1300	**$11.58**	1951-2000	**$10.71**
601-650	**$14.68**	1301-1350	**$11.58**		
651-700	**$14.68**	1351-1400	**$11.58**		

PRICING SHEET

I PROPOSE A SLIDING SCALE DAILY FIXED RATE/FEE FOR THE REQUIRED SERVICES USING GPS - INTERMEDIATE, AS FOLLOWS:

1. Monitoring and support services only

1-50	**$4.09**	701-750	**$3.98**	1401-1450	**$3.88**
51-100	**$4.09**	751-800	**$3.98**	1451-1500	**$3.88**
101-150	**$4.09**	801-850	**$3.98**	1501-1550	**$3.76**
151-200	**$4.09**	854-900	**$3.98**	1551-1600	**$3.76**
201-250	**$4.09**	901-950	**$3.98**	1601-1650	**$3.76**
251-300	**$4.09**	951-1000	**$3.98**	1651-1700	**$3.76**
301-350	**$4.09**	1001-1050	**$3.88**	1701-1750	**$3.76**
351-400	**$4.09**	1051-1100	**$3.88**	1751-1800	**$3.76**
401-450	**$4.09**	1101-1150	**$3.88**	1801-1850	**$3.76**
451-500	**$4.09**	1151-1200	**$3.88**	1851-1900	**$3.76**
501-550	**$3.98**	1201-1250	**$3.88**	1901-1950	**$3.76**
551-600	**$3.98**	1251-1300	**$3.88**	1951-2000	**$3.76**
601-650	**$3.98**	1301-1350	**$3.88**		
651-700	**$3.98**	1351-1400	**$3.88**		

2. Monitoring and support services including installation and removal

1-50	**$34.54**	701-750	**$14.68**	1401-1450	**$11.58**
51-100	**$34.54**	751-800	**$14.68**	1451-1500	**$11.58**
101-150	**$34.54**	801-850	**$14.68**	1501-1550	**$10.71**
151-200	**$34.54**	854-900	**$14.68**	1551-1600	**$10.71**
201-250	**$34.54**	901-950	**$14.68**	1601-1650	**$10.71**
251-300	**$19.39**	951-1000	**$14.68**	1651-1700	**$10.71**
301-350	**$19.39**	1001-1050	**$11.58**	1701-1750	**$10.71**
351-400	**$19.39**	1051-1100	**$11.58**	1751-1800	**$10.71**
401-450	**$19.39**	1101-1150	**$11.58**	1801-1850	**$10.71**
451-500	**$19.39**	1151-1200	**$11.58**	1851-1900	**$10.71**
501-550	**$14.68**	1201-1250	**$11.58**	1901-1950	**$10.71**
551-600	**$14.68**	1251-1300	**$11.58**	1951-2000	**$10.71**
601-650	**$14.68**	1301-1350	**$11.58**		
651-700	**$14.68**	1351-1400	**$11.58**		

PRICING SHEET

I PROPOSE A SLIDING SCALE DAILY FIXED RATE/FEE FOR THE REQUIRED SERVICES USING GPS – CONTINUOUS (ACTIVE), AS FOLLOWS:

1. Monitoring and support services only

1-50	$4.09	701-750	$3.98	1401-1450	$3.88
51-100	$4.09	751-800	$3.98	1451-1500	$3.88
101-150	$4.09	801-850	$3.98	1501-1550	$3.88
151-200	$4.09	854-900	$3.98	1551-1600	$3.76
201-250	$4.09	901-950	$3.98	1601-1650	$3.76
251-300	$4.09	951-1000	$3.98	1651-1700	$3.76
301-350	$4.09	1001-1050	$3.88	1701-1750	$3.76
351-400	$4.09	1051-1100	$3.88	1751-1800	$3.76
401-450	$4.09	1101-1150	$3.88	1801-1850	$3.76
451-500	$4.09	1151-1200	$3.88	1851-1900	$3.76
501-550	$3.98	1201-1250	$3.88	1901-1950	$3.76
551-600	$3.98	1251-1300	$3.88	1951-2000	$3.76
601-650	$3.98	1301-1350	$3.88		
651-700	$3.98	1351-1400	$3.88		

2. Monitoring and support services including installation and removal

1-50	$34.54	701-750	$14.68	1401-1450	$11.56
51-100	$34.54	751-800	$14.68	1451-1500	$11.56
101-150	$34.54	801-850	$14.68	1501-1550	$10.71
151-200	$34.54	854-900	$14.68	1551-1600	$10.71
201-250	$34.54	901-950	$14.68	1601-1650	$10.71
251-300	$19.39	951-1000	$14.68	1651-1700	$10.71
301-350	$19.39	1001-1050	$11.56	1701-1750	$10.71
351-400	$19.39	1051-1100	$11.56	1751-1800	$10.71
401-450	$19.39	1101-1150	$11.56	1801-1850	$10.71
451-500	$19.39	1151-1200	$11.56	1851-1900	$10.71
501-550	$14.68	1201-1250	$11.56	1901-1950	$10.71
551-600	$14.68	1251-1300	$11.56	1951-2000	$10.71
601-650	$14.68	1301-1350	$11.56		
651-700	$14.68	1351-1400	$11.56		

PRICING SHEET

The Contractor hereby offers to furnish all labor, materials, equipment, and services necessary to provide **Comprehensive Electronic Monitoring Services**, as set forth in the specifications and requirements outlined in the Contract.

All work must be performed during the time period prescribed and in the manner described in said Contract specifications. Compensation for the services will be provided on a **sliding scale, fixed-fee basis**, as detailed in the attached proposed rate schedule.

I agree that if the County Board of Supervisors accepts my proposal, I will commence services immediately following Contract execution.

I further agree to perform and provide all services specified for the **County of Los Angeles - Probation Department** in full accordance with the Contract and attached specifications, for the compensation submitted below:

I PROPOSE A SLIDING SCALE DAILY FIXED RATE/FEE FOR TRANSDERMAL ALCOHOL MONITORING, AS FOLLOWS:

1-50	**$15.40**	701-750	**$15.40**	1401-1450	**$15.40**
51-100	**$15.40**	751-800	**$15.40**	1451-1500	**$15.40**
101-150	**$15.40**	801-850	**$15.40**	1501-1550	**$15.40**
151-200	**$15.40**	854-900	**$15.40**	1551-1600	**$15.40**
201-250	**$15.40**	901-950	**$15.40**	1601-1650	**$15.40**
251-300	**$15.40**	951-1000	**$15.40**	1651-1700	**$15.40**
301-350	**$15.40**	1001-1050	**$15.40**	1701-1750	**$15.40**
351-400	**$15.40**	1051-1100	**$15.40**	1751-1800	**$15.40**
401-450	**$15.40**	1101-1150	**$15.40**	1801-1850	**$15.40**
451-500	**$15.40**	1151-1200	**$15.40**	1851-1900	**$15.40**
501-550	**$15.40**	1201-1250	**$15.40**	1901-1950	**$15.40**
551-600	**$15.40**	1251-1300	**$15.40**	1951-2000	**$15.40**
601-650	**$15.40**	1301-1350	**$15.40**		
651-700	**$15.40**	1351-1400	**$15.40**		

PRICING SHEET

The Contractor hereby offers to furnish all labor, materials, equipment, and services necessary to provide **Comprehensive Electronic Monitoring Services**, as set forth in the specifications and requirements outlined in the Contract.

All work must be performed during the time period prescribed and in the manner described in said Contract specifications. Compensation for the services will be provided on a **sliding scale, fixed-fee basis**, as detailed in the attached proposed rate schedule.

I agree that if the County Board of Supervisors accepts my proposal, I will commence services immediately following Contract execution.

I further agree to perform and provide all services specified for the **County of Los Angeles - Probation Department** in full accordance with the Contract and attached specifications, for the compensation submitted below:

I PROPOSE A SLIDING SCALE DAILY FIXED RATE/FEE FOR BREATH ALCOHOL REMOTE TESTING MONITORING, AS FOLLOWS:

1-50	**$12.15**	701-750	**$12.15**	1401-1450	**$12.15**
51-100	**$12.15**	751-800	**$12.15**	1451-1500	**$12.15**
101-150	**$12.15**	801-850	**$12.15**	1501-1550	**$12.15**
151-200	**$12.15**	854-900	**$12.15**	1551-1600	**$12.15**
201-250	**$12.15**	901-950	**$12.15**	1601-1650	**$12.15**
251-300	**$12.15**	951-1000	**$12.15**	1651-1700	**$12.15**
301-350	**$12.15**	1001-1050	**$12.15**	1701-1750	**$12.15**
351-400	**$12.15**	1051-1100	**$12.15**	1751-1800	**$12.15**
401-450	**$12.15**	1101-1150	**$12.15**	1801-1850	**$12.15**
451-500	**$12.15**	1151-1200	**$12.15**	1851-1900	**$12.15**
501-550	**$12.15**	1201-1250	**$12.15**	1901-1950	**$12.15**
551-600	**$12.15**	1251-1300	**$12.15**	1951-2000	**$12.15**
601-650	**$12.15**	1301-1350	**$12.15**		
651-700	**$12.15**	1351-1400	**$12.15**		

INTENTIONALLY OMITTED

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY'S CONTRACT MANAGER:

Name:	**Tasha Howard**
Title:	**Division Manager**
Address:	**9150 East Imperial Highway, Room C-29**
	Downey, CA 90242
Telephone:	**(562) 940-2728**
E-mail Address:	**Latasha.Howard@Probation.lacounty.gov**

COUNTY'S CONTRACT ANALYST:

Name:	**Araksya Zargaryan**
Address:	**9150 East Imperial Highway, Room D-29**
	Downey, CA 90242
Telephone:	**562-940-2677**
E-mail Address:	**Araksya.Zargaryan@Probation.lacounty.gov**

COUNTY'S ADMINISTRATION

COUNTY'S PROGRAM MANAGER: GPSMP

Name:	**Ildefonso Cardenas**
Title:	**Director**
Address:	**9525 Imperial Highway, Suite 100**
	Downey, CA 90242
Telephone:	**(562) 355-9752**
E-mail Address:	**ildefonso.cardenas@probation.lacounty.gov**

COUNTY'S PROGRAM MANAGER: JEMP

Name:	**Vincent Yung**
Title:	**Director**
Address:	**7285 Quill Drive, Downey, CA 90242**
Telephone:	**(323) 228-8076**
E-mail Address:	**Vincent.Yung@Probation.lacounty.gov**

COUNTY'S PROGRAM MANAGER: ADULT EMP

Name:	**Curtisa Taylor**
Title:	**Lead Senior Investigator**
Address:	**12021 South Wilmington Avenue**
	Los Angeles, CA 90059
Telephone:	**(213) 351-0373**
E-mail Address:	**Curtisa.Taylor@Probation.lacounty.gov**

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
E-mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
E-mail Address: _____

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
E-mail Address: _____

NOTICES TO CONTRACTOR:

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
E-mail Address: _____

EXHIBIT F1

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: _____ Contract No _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Program Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff must keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

EXHIBIT F2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: _____ Contract No _____

Employee Name: _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation will result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I must keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

EXHIBIT F3

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: _____ Contract No _____

Non-Employee Name: _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation will result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I must keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

INTENTIONALLY OMITTED

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

This Exhibit I (Information Security and Privacy Requirements) is an attachment and addition to the Risk Management Information Services Agreement dated _____ (the "**Agreement**") entered into by and between the County of Los Angeles ("**County**") and _____ ("**Contractor**") and is incorporated into the Agreement by reference hereof. This Exhibit I (Information Security and Privacy Requirements) sets forth information security procedures to be established by Contractor before the effective date of the Agreement and maintained throughout the term of the Agreement. These procedures are in addition to the requirements of the Agreement between the Parties. They present a minimum standard only. It is Contractor's sole obligation to: (i) implement appropriate administrative, physical and technical measures to secure its systems and data to protect and ensure the privacy, confidentiality, integrity and availability of County Data as defined in Section 7.6 the Agreement (consisting of but not limited to County Confidential Information, Personally Identifiable Information, and Protected Health Information) against internal and external threats, vulnerabilities and risks; and (ii) continuously review and revise those measures to address ongoing threats, vulnerabilities and risks. Failure to comply with the minimum standards set forth in this Exhibit I (Information Security and Privacy Requirements) will constitute a material, non-curable breach of the Agreement by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Agreement, to immediately terminate the Agreement.

1. **Security Policy**. Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor personnel, agents and subcontractors in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.

2. **Personnel and Contractor Protections**. Contractor shall screen and conduct background checks on all Contractor personnel exposed to County Confidential Information as defined in Section 7.5 of the Agreement and require all employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third-parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its Contractor personnel with appropriate, ongoing training regarding information security procedures, risks, vulnerabilities and threats. Contractor shall have an established set of procedures to ensure Contractor personnel promptly report actual and/or suspected breaches of security.

3. **Removable Media**. Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute strict administrative, physical and logical security controls to prevent transfer of County information to any form of Removable Media. For purposes of this Exhibit __ (Information Security and Privacy Requirements), "**Removable Media**" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), Smart Media (SM), Multimedia Card (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

4. **Storage, Transmission, and Destruction of Personally Identifiable Information and Protected Health Information.** All Personally Identifiable Information and Protected Health Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with HIPAA, as amended and supplemented by the HITECH Act and the California Civil Code section 1798 et seq. Without limiting the generality of the foregoing, Contractor shall encrypt (i.e., National Institute of Standards and Technology (NIST) Special Publication (SP) 800-111 Guide to Storage Encryption Technologies for End User Devices[1]) all Personally Identifiable Information and electronic Protected Health Information (stored and during transmission) in accordance with HIPAA and the HITECH Act, as implemented by the U.S. Department of Health and Human Services. If Personally Identifiable Information and Protected Health Information is no longer required to be retained by Contractor under the Agreement and applicable law, Contractor shall destroy such Personally Identifiable Information and Protected Health Information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the Personally Identifiable Information and Protected Health Information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Personally Identifiable Information and Protected Health Information consistent with National Institute of Standards and Technology (NIST) Special Publication (SP) 800-88, Guidelines for Media Sanitization[2] and US Department of Defense (DOD) 5220.22-M data sanitization and clearing directive[3] such that the Personally Identifiable Information and Protected Health Information cannot be retrieved.

5. **Data Control, Media Disposal and Servicing**. Subject to and without limiting the requirements under Section 4 (Storage, Transmission and Destruction of Personally Identifiable Information and Protected Health Information), County Data (i) may only be made available and accessible to those parties explicitly authorized under the Agreement or otherwise expressly Approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using industry standard encryption technology in accordance with the NIST SP 800-52 Guidelines for the Selection and use of Transport Layer Security Implementations[4]; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using industry standard encryption technology in accordance with NIST SP 800-111 Guide to Storage Encryption Technologies for End User Devices[5]. The foregoing requirements shall apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor shall ensure all County Confidential Information, including Personally Identifiable Information and Protected Health Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices in accordance with NIST SP 800-88, Guidelines for Media Sanitization[6]).

6. **Hardware Return**. Upon termination or expiration of the Agreement or at any time upon County's request, Contractor will return all hardware, if any, provided by County containing Personally Identifiable Information, Protected Health Information, or County Confidential Information to County. The Personally Identifiable Information, Protected Health Information, and County Confidential Information shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by County. In the event the hardware containing County Confidential Information or Personally Identifiable Information is owned by Contractor or a third-party, a notarized statement, detailing the

[1] Available at http://www.csrc.nist.gov/
[2] Available at http://www.csrc.nist.gov/
[3] Available at http://www.dtic.mil/whs/directives/corres/pdf/522022MSup1.pdf
[4] Available at http://www.csrc.nist.gov/
[5] Available at http://www.csrc.nist.gov/
[6] Available at http://www.csrc.nist.gov/

destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a designated County security representative within fifteen (15) days of termination or expiration of the Agreement or at any time upon County's request. Contractor's destruction or erasure of Personal Information and Protected Health Information pursuant to this Section shall be in compliance with industry Best Practices (*e.g.*, NIST Special Publication 800-88, Guidelines for Media Sanitization[7]).

7. **Physical and Environmental Security**. Contractor facilities that process County Data will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

8. **Communications and Operational Management**. Contractor shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.

9. **Access Control**. Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:

    a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;

    b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;

    c. Applications will include access control to limit user access to information and application system functions; and

    d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.

10. **Security Incident.** A "Security Incident" shall have the meaning given to such term in 45 C.F.R. § 164.304.

    a. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.

    b. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems for purposes inconsistent with their assigned responsibilities and acceptable use agreement.

[7] Available at http://www.csrc.nist.gov/

c. Contractor will provide a quarterly report of all Security Incidents, noting the actions taken. This will be provided via a written letter to the County security representative no later than ten (10) business days after the end of each calendar quarter. County or its third-party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of policies, procedures and guidelines, and other documentation, or technical inspection systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Data.

d. County reserves the right to view, upon request, any original security reports that Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these reports will be sent via bonded courier to the County security contact. Contractor will notify County of any new assessments.

11. **Contractor Self Audit.** Contractor will provide to County a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third-party as applicable; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

Relevant audits conducted by Contractor as of the Effective Date include:

a. ISO 27001:2013 (Information Security Management) or FDA's Quality System Regulation, etc. – Contractor-Wide. A full recertification is conducted every three (3) years with surveillance audits annually.

i. **External Audit –** Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.

ii. **Internal Audit –** Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor's Quality System ("**CQS**") in support of applicable regulations, standards, and requirements.

iii. **Supplier Audit –** Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.

iv. **Detailed findings**- are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above and the ISO certificate is published on Contractor's website.

b. <u>SSAE-16 (formerly known as SAS -70 II) – As to the Hosting Services only:</u>

i. Audit spans a full twelve (12) months of operation and is produced every twelve (12) months as is standard in the industry.

ii. The resulting detailed report is available to County.

Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

12. **Security Audits.** In addition to the audits described in Section 10 (Contractor Self Audit), during the term of the Agreement, County or its third-party designee may annually, or more frequently as

agreed in writing by the Parties, request a security audit (e.g., attestation of security controls) of Contractor's data center and systems. The audit will take place at a time mutually agreed to by the Parties, but in no event on a date more than ninety (90) days from the date of the request by County. County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. County shall pay for all third-party costs associated with the audit. It is understood that summary data of the results may filtered to remove the specific information of other Contractor customers such as IP address, server names, and others. Contractor shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators shall have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

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INTENTIONALLY OMITTED

SAFELY SURRENDERED BABY LAW

SAFELY SURRENDERED BABY LAW

Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

1. Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
2. You must leave your newborn with a fire station or hospital employee.
3. You don't have to provide your name.
4. You will only be asked to voluntarily provide a medical history.
5. You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names

BabySafeLA.org

ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A BETTER CHOICE.
SAFELY SURRENDER YOUR BABY.

BabySafeLA.org

No shame | No blame | No names

SAFELY SURRENDERED BABY LAW

FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?
Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?
No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?
The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?
After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?
Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?
Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:
You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org
English, Spanish and 140 other languages spoken.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.
1.7.3.1

☐ Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Bidder engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

☐ Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

BACKGROUND REQUEST FORM

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT - ADMINISTRATIVE BUREAU
9150 East Imperial Highway
Downey, CA 90242
BACKGROUND REQUEST FORM
Email Form to: Vivian.Gonzalez@probation.lacounty.gov

Requesting Agency: _____
Agency Address: _____
City and Zip Code: _____
Agency Contact Person: _____
Telephone No: _____
Fax No: _____
Email Address: _____
Lead Agency (if Different): _____

LIVE SCAN SCHEDULE:
Monday & Friday: 8:30 AM – 11:30 AM & 1:00 PM - 4:00 PM

Please Note: We do not live scan on Tuesday, Wednesday, nor Thursday.
Please have applicant arrive on time.

Completed by Requesting Agency					**Completed by Central Processing Unit**	
Applicant's Name	Applicant's Position	Work Location	Available Dates & Times		Appointment Date	Appointment Time

Instructions to Applicants:
Prior to the background interview, please complete the application in black or blue ink.
Please bring a valid photo identification (Example: CA Driver's License, Identification Card)

LOS ANGELES COUNTY PROBATION DEPARTMENTHUMAN RESOURCES DIVISION ADMINISTRATIVE SERVICES BUREAU CONTRACTOR BACKGROUND APPLICATION

1. YOUR FULL NAME			
LAST	FIRST	MIDDLE	
2. OTHER NAMES YOU HAVE USED OR BEEN KNOWN BY (INCLUDE MAIDEN NAME AND NICKNAMES)			
3. ADDRESS WHERE YOU LIVE			
NUMBER / STREET		APT / UNIT	
CITY		STATE	ZIP
4. EMAIL ADDRESS			
5. CONTACT NUMBERS			
HOME ( )	WORK ( ) EXT	OTHER ( )	☐ CELL ☐ FAX
10. BIRTHDATE (MM/DD/YYYY)	**11.** SOCIAL SECURITY NUMBER	**12.** DRIVER'S LICENSE	
	– –	NUMBER: STATE:	EXPIRES:

Instructions: Indicate your response by using an "X" on the line next to "Yes" or "No".

1. Are you currently on any type of probation or parole? Yes _____ No _____
2. Do you have any outstanding failure to appear? Yes _____ No _____
3. Have you ever been convicted of a sex offense? Yes _____ No _____
4. Have you ever been convicted for a crime against children? Yes _____ No _____
5. Have you ever been convicted for crimes relating to the use of weapons? Yes _____ No _____
6. Have you ever been convicted of a crime that contained elements of violence (assault, battery, mayhem, etc.) Yes _____ No _____
7. Have you ever been arrested for prostitution, pandering or pimping? Yes _____ No _____
8. Do you have any felony conviction within the past three (3) years? Yes _____ No _____

Revised 07/01/2018 Page 1 of 2

If you answered "Yes" to question number 8, please provide information below for each offense.

Conviction Date	Violation Code	Violation Title	Conviction Type/Court Disposition	Court Name	Sentence Imposed

ACKNOWLEDGEMENT

Please note that your application is subject to verification during your background investigation. It is in your best interest to be thorough and honest in your responses. Integrity weighs heavily in the evaluation of any applicant being considered for hire. Providing false information and/or withholding information, may disqualify your application.

By signing this acknowledgement, you certify that the above information is correct and current. You hereby authorize Los Angeles County Probation Department to obtain criminal record information from any agency which may have your background history, including any records of arrests, investigations, convictions, and other reports.

You hereby fully release and discharge Los Angeles County Probation Department, its officers, agents, and employees, and any agencies, from any and all claims for damageswhich may arise from participating in, or as a result of, the background check to the fullestextent authorized by the laws of the state of California.

Do you understand this acknowledgement? Yes_____No_____

Do you have any questions about this acknowledgement? Yes_____No_____

_____

Print Name

_____

Signature

_____

Date

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____

_____

_____ _____

Signature of County Representative Date

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

CONFIDENTIALITY OF CORI INFORMATION

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

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

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

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

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

_____
(Signature)

_____
Name (Print)

_____
Classification

_____
Date

Copy to be forwarded to County Program Manager within five (5) business days of start of employment.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SERVICE LEVEL REFERENCE	SERVICE LEVEL COMPLIANCE DESCRIPTION	NON-COMPLIANCE DEDUCTIONS/FEES TO BE ASSESSED
SOW 1.0	CEMS system (System) shall be available 99.96% of the time other than planned downtime. System availability for any month shall be defined as the number of minutes the System is accessible to County Designated users via the web divided by the total number of minutes in the month.	For any month in which System availability is less than 99.96% excluding planned downtime, the following fees shall be assessed. • Between 98% and 99.95% fee of $1,000 • Between 95% and 98% feel of $2,000 • Between 90% and 95%, fee of $3,000 • Less than 90%, feel of $5,000
SOW 1.1.1	Telephone technical support is available seven (7) days a week twenty-four (24) hours per day.	$100 for each occurrence in which technical support is not available via a telephone call.
SOW 1.7 and 2.2.2.2	Contractor shall deliver standardized preconfigured reports to the County at agreed upon dates and times. All reports shall also have the ability to be queried and generated thought the Contractor's database.	$100 for each occurrence of a report delivered to the County for each day after the agreed upon day and schedule.
SOW 2.1, 2.2 and 2.3	Contractor shall provide one piece GPS devices that are Radio Frequency (RF) capable along with all software necessary to track offenders as outlined in the SOW	$100 for each occurrence.
SOW 2.2.1.1, 2.2.1.4, and 2.3.1	Contractor shall provide installation, removal, resets and replacement services of all electronic monitoring equipment within established time frames as specified by the County	$100 for each occurrence beyond the established time frames.
Contract 7.5.6	Contractor shall reimburse County for criminal record check of Contractor's and Subcontractor's employees.	Up to $100 per occurrence.

EQUIPMENT REQUIREMENTS

1.0 EQUIPMENT REQUIREMENTS

1.1 Contractor shall provide only equipment that meets the highest levels of ruggedness, durability and performance. The GPS device shall be a one-piece, single body worn device and meet the following minimum requirements:

1.1.1 The device shall be currently registered and approved by the Federal Communications Commission (FCC) including accessories/beacons.

1.1.2 Contractor shall be the owner and Original Equipment Manufacturer (OEM) of the GPS one-piece tracking device and of the related electronic monitoring tracking software and shall have an ISO 9001 certification.

1.1.3 Equipment and systems shall remain the property of Contractor. Contractor shall be responsible for upgrades, maintenance and repair/replacement costs.

1.1.4 The device shall have an identification label identifying Contractor and which displays a central telephone number.

1.1.5 The device shall be the latest proven reliable technology available and the latest in use from the manufacturer and the current product submitted with the Contract for use.

1.1.6 The device shall meet market safety standards and present no health or safety hazards to staff and/or offenders.

1.1.7 The device shall not unduly restrict participants' activities. The device shall be enclosed in a sealed hypoallergenic case that is resistant to shock, water, corrosion, chemical solvents, and detergents. The device shall function reliably under normal environmental conditions.

1.1.8 The device shall not have any sharp edges and shall be designed to cause no excessive chafing or bruising.

1.1.9 The device shall be small, light, and non-restrictive. The device shall attach around the ankle of the offender and weigh no more than ten (10) ounces for a fully installed device. Fully installed device shall include the weight inclusive of all clips, straps, case with all batteries, as required for a fully functioning active GPS one-piece device installed on a participant.

1.1.10 The device shall be waterproof.

1.1.11 The device shall be shockproof.

1.1.12 The device shall be designed to prevent tracing or duplication of the signal by other electronic devices or equipment.

1.1.13 The device shall be marked with the model and/or serial identification numbers and will not change colors or lose labeling after being exposed to common cleaning products.

1.1.14 The device shall possess non-erasable program identification.

2.0 EQUIPMENT TRACKING REQUIREMENTS

2.1 The device shall at a minimum use GPS and the cellular telephone network to track and report the location(s) of offenders both at home and in the community, regardless of location.

2.2 The device shall track an offender on a twenty-four (24) hour continuous basis, and shall be able to confirm the date, time and location of the tracking event.

2.3 The device shall have the ability to convert between Active GPS, and Enhanced Cellular Radio Frequency mode without any removal of the device from the participant or otherwise requiring a change of equipment.

2.4 The Active GPS device configuration shall collect a tracking point at least once every minute, and report the information via the cellular network at least once every ten (10) minutes and shall report tampering, zone, and battery violations immediately.

2.5 The device shall be remotely contacted to force the device to instantly locate and call back with its data immediately (showing points each one-minute interval).

2.6 The device shall have internal diagnostics that can determine if it is operating properly and the ability to relay the information to the Central Information software system.

2.7 The device shall acquire GPS within two (2) minutes when placed in an outdoor environment.

2.8 The device shall be programmable to vary the rate of recording and reporting of GPS position data.

2.9 The device shall record the "in range" and "out of range" times for CRF devices.

2.10 The device shall adjust Reporting and Leave Windows (schedules) for CRF devices.

3.0 EQUIPMENT COMMUNICATION REQUIREMENTS

3.1 The device communication shall be encrypted.

3.2 The device shall provide Multi-Network Roaming that communicates to the software.

3.3 The device shall provide alternative location tracking using the cellular network in the absence of GPS.

3.4 The tracking device shall have the option of communicating with a landline telephone based receiver to upload location and alert information to the software for areas not covered by cellular service without removing the device from the offender.

3.5 The device shall incorporate non-volatile memory that stores at least ten (10) days' worth of events (with date and time of occurrence) at a collection rate of one (1) point per minute, at times when the cellular service and electrical power may become unavailable and continually attempt to report these events until reporting has been successful. Non-volatile memory shall retain unreported events and report them once power/cellular services have been restored, including date & time of occurrence.

4.0 BATTERY REQUIREMENTS

4.1 The battery life of the tracking device must either be sufficient to last throughout the entire term of the participant's sentence or the battery must be replaced within twenty-four (24) hours of a "low battery" alarm received, prior to battery failure.

4.2 The battery for the device shall hold a single charge for a minimum period of twenty-four (24) hours while performing one (1) minute GPS acquisition and downloading data to the software at least once every ten (10) minutes without the use of additional accessories such as beacons.

4.3 The device shall re-charge the battery to the maximum capacity within two (2) hours from a low battery status.

4.4 The device shall re-charge the battery to the maximum capacity within four (4) hours from a complete dead battery status.

4.5 The device batteries shall be permanently sealed within the device case, and shall not include any batteries that are removable and replaceable.

4.6 The device shall send a signal indicating a low device battery condition at least eight (8) hours prior to battery failure.

4.7 The device battery shall have a guaranteed life cycle of not less than twelve (12) months.

4.8 The device shall be equipped with an electronic charger device that uses a wall electrical outlet power (alternating current) with a charging cord of a minimum of six (6) feet long and a separate vehicle charger (direct current) source to recharge the battery.

5.0 ALERT/NOTIFICATIONS REQUIREMENTS

The System shall provide a means of notification (alert) to the offender when the participant is late returning home from an approved absence or leaves home when unscheduled. Contractor's monitoring center staff shall call the participant based on protocols determined by County.

5.1 The device shall communicate to the offender by vibration of the device for low battery alerts and allow the participant to contact the supervising DPO.

5.2 The device shall store up to one hundred fifty (150) zones onboard the device to ensure zone violations are immediately reported regardless of the call in frequency.

5.3 The device shall detect, record, and report an alert feature with immediate notification including strap tampers, removal tamper, loss of communication, loss of a GPS signal, low battery, and critical /shutdown battery.

5.4 The device shall detect, record, and report an alert feature with immediate alert notification for inclusion and exclusionary zone violations.

5.5 The device inclusion and exclusionary zones shall have time zone perimeter capability.

5.6 The device shall have an alert feature with an immediate alert notification to detect metallic shielding of the device’s ability to receive a GPS signal. The device shall detect, record, and report such an instance of shielding.

5.7 The device shall have an alert feature with an immediate alert notification to detect, record, and report when there is interference or jamming signals present that are disrupting the receipt of GPS signals.

6.0 STRAP REQUIREMENTS

6.1 All device straps utilized to attach devices to a participant shall be disposable.

6.2 Straps used to attach the devices to a participant shall have exterior surfaces made of hypoallergenic materials.

6.3 Straps shall be adjustable in length to fit all participants. All straps shall have the capability to be securely sized and attached to an offender. If straps are pre-sized they shall be immediately available in one-half inch increments or less.

6.4 Contractor shall provide straps (clips, snaps, pins, and connectors, etc.), designed to breakaway and become unusable, to prevent damage to the device or participant if the device/strap is removed by the participant.

7.0 ADDITIONAL ACCESSORY REQUIREMENTS

7.1 The one-piece GPS device shall be able to utilize additional accessories (e.g., beacons, etc.) for enhanced location verification while in defined impaired environments (such as inside home or buildings).

7.2 The Home Based Unit (HBU)/beacon shall detect movement and, shall differentiate momentary movement (such as cleaning around the unit) versus perpetual movement (such as relocation). The HBU/beacon shall be able to communicate an alert of perpetual movement.

7.3 The HBU/beacon shall utilize a dedicated wall electrical outlet (alternating current) for its power source, or a battery for its primary source of power.

7.4 The HBU/beacon shall detect and report events related to the disconnecting and reconnecting of the electrical power and or telephone line.

7.5 In the event of power disconnection or commercial outage, the accessory shall have a minimum of forty-eight (48) hours internal, auto-recharging back-up battery to support completed continued functionality, including but not limited to detecting and reporting information.

EQUIPMENT REQUIREMENTS

7.6 The HBU/beacon shall be replaceable and interchangeable without the need to return to Contractor for installation or removal.

7.7 The HBU/beacon shall conduct a simple and rapid range test by the DPO to confirm signal coverage between the device and accessory at the participant's home.

7.8 The HBU/beacon shall be programmable with adjustable signal range.

7.9 The HBU/beacon shall detect when the accessory case has been compromised.

8.0 EQUIPMENT QUALIFICATIONS

8.1 Devices with the technology to automatically switch between multiple cellular providers in order to reduce or prevent loss or delay of GPS points due to cellular communication failure that interferes with transmission of data to Contractor's software are highly desirable, but not required.

8.2 All devices assigned to the participant shall be manufactured to allow for repeated proper sanitization. Contractor shall provide instructions to sanitize the devices, including recommended cleaning agents and methods.

8.3 Contractor shall replace each device at specific intervals, as defined by County, to avoid device failures.

9.0 DELIVERED EQUIPMENT REQUIREMENTS

9.1 All equipment delivered to County shall have been tested to ensure it is fully operable and free from any defects or damage prior to shipment to County. County reserves the right to reject any and all equipment it deems unacceptable, inoperable, and/or not in the best interest of public safety.

9.2 In the event any equipment becomes inoperable for any reason Contractor shall incur all repair and replacement costs. Contractor shall provide County with replacement equipment within twenty-four (24) hours of request. Contractor shall pay all costs associated with shipping (both delivery and return) of all equipment and supplies.

9.3 County shall determine the method, frequency, and location of all equipment deliveries.

9.4 Upon approval by the County Program Manager, Contractor shall furnish upgraded equipment with improved technology to County. If it is determined that upgraded equipment is to replace existing equipment, the County Program Manager and Contractor shall develop an agreed upon implementation plan that will include a systematic process to ensure the completion of transition.

9.5 County shall not incur any costs for any delivered equipment and supplies that are altered, damaged, stolen, lost, tampered, misplaced, and/or misused.

10.0 INSTALLATION KIT

County shall have the ability to install and remove GPS devices. Devices shall come with an installation and removal kit containing all necessary devices to install, remove, activate or deactivate the device including a quick installation user guide.

PROBATION DEPARTMENT'S ELECTRONIC MONITORING (EM) PROGRAM OPERATIONAL PROCEDURES MANUAL

County of Los Angeles
Probation Department
Pretrial Services Bureau
450 Bauchet Street
Los Angeles, CA 90012
(213) 893-5369

COUNTY OF LOS ANGELES PROBATION DEPARTMENT ADULT ELECTRONIC MONITORING PROGRAM

OPERATIONAL PROCEDURES MANUAL

PROBATION DEPARTMENT'S ELECTRONIC MONITORING (EM) PROGRAM OPERATIONAL PROCEDURES MANUAL

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PROBATION DEPARTMENT'S ELECTRONIC MONITORING (EM) PROGRAM OPERATIONAL PROCEDURES MANUAL

INTRODUCTION

Contractor(s) providing electronic monitoring services for Los Angeles County on a daily twenty-four (24) hour continuous basis shall comply with the Los Angeles County Probation Department's Electronic Monitoring Program's Operational Procedures Manual (OPM).

The purpose of the standards and procedures presented in this manual, along with the Probation Department's screening process of referred participants and its auditing component, is to provide the highest level of service to the courts and maintain a high regard for community protection.

This manual will explain standards and procedures for the processing and the monitoring of program participants and the maintenance of documentation in case files.

There shall be no deviation from the standards and/or procedures contained in this manual without the prior written approval of the Electronic Monitoring Program's Steering Committee, which will be chaired by the Probation Department's Program Manager.

The County will evaluate the contractor(s) contract performance using various quality assurance measurements. Compliance with the OPM's standards and procedures will be one of those measurements.

PROBATION DEPARTMENT'S ELECTRONIC MONITORING (EM) PROGRAM OPERATIONAL PROCEDURES MANUAL

PART I

PRETRIAL SERVICES CASE PROCESSING

PROBATION DEPARTMENT'S ELECTRONIC MONITORING (EM) PROGRAM OPERATIONAL PROCEDURES MANUAL

REFERRAL AND ASSESSMENT PROCESS

REFERRAL PROCESS

Participants are referred to Pretrial Services (PTS) to be evaluated for participation in the Electronic Monitoring (EM) Program by agencies or persons within the justice community.

PTS is responsible for evaluating participants to determine eligibility/suitability for program participation. This evaluation process will include:

-- Interviewing defendant

-- Accessing, interpreting and evaluating criminal history information

-- Completing risk assessment scale

-- Verifying the address, telephone and other information provided by the defendant

-- Determination of eligibility/suitability for program participation

-- Reporting defendant's eligibility/suitability for program participation to the Court, Deputy Probation Officer (DPO), Sheriff's Department, and to the Contractor

APPLICATION TYPES

There are three (3) types of EM Program referrals. The following is a list of codes used by PTS to identify each application type:

ES Electronic Monitoring; referred by Sheriff (i.e., County Jail - CJ cases)

EC Electronic Monitoring; referred by court post-sentence

ET Electronic Monitoring; referred by court pre-sentence

PROBATION DEPARTMENT'S ELECTRONIC MONITORING (EM) PROGRAM OPERATIONAL PROCEDURES MANUAL

RISK ASSESSMENT

Once the evaluation has been completed, a risk level is assigned based on the point outcome of the EM Risk Assessment Scale:

0 - 13 Standard Monitoring

14 - 22 Enhanced Monitoring

CONTRACTOR NOTIFICATION

An Assessment is completed by PTS on all participants referred to EM and suitable Assessments are faxed or emailed to the Contractor. This Notification provides the following information:

-- EM application number

-- Court case number or booking number

-- Offense(s)

-- Defendant's name, address and telephone number, if applicable

-- Assessment findings

-- Risk assessment level (criminal offenders only)

-- Probation status (includes "X" number, DPO, Probation Area Office and telephone number)

-- Driver's license status (valid, suspended, revoked, restricted, or none)

-- Primary language

PROGRAM MARKETING/AWARENESS

Marketing the EM Program is the responsibility of the contractors. The Probation Department will support the EM Program by educating relevant County agencies about the program's policies and procedures.

PROBATION DEPARTMENT'S ELECTRONIC MONITORING (EM) PROGRAM OPERATIONAL PROCEDURES MANUAL

COURT REFERRALS

Prior to sentencing where the defendant has been convicted, pled guilty or found in violation of probation, the Court refers the defendant to be evaluated by PTS for suitability for the EM Program.

The Court completes the Court Referral Form and faxes or emails it to EM staff at (213) 633-4684 or contacts PTS staff by telephone at (213) 893-5369 and provides the information listed on the Court Referral Form. The Court then instructs the defendant to contact PTS staff at (213) 893-5369 by the end of the next business day to complete an application. Instead of providing verbal instructions, the Court has the option to give the defendant a copy of the "EM Instructions to Defendant" form.

Participants with multiple cases referred by the court must have a separate EM APPLICATION NUMBER assigned to each court case number.

Criteria for referral

-- Post- conviction misdemeanors and felonies

-- Pre-sentenced misdemeanors and felonies

-- Civil Contempt cases

Contractor Notification

PTS staff will fax or email the completed suitable Assessment to the Contractor. The Contractor will contact PTS regarding any enrollments or scheduled enrollments that do not have a completed suitable Assessments.

COUNTY JAIL REFERRALS

The Sheriff's Department's Community Based Alternatives to Custody (CBAC) personnel refer county jail inmates to be evaluated by PTS for determination of suitability for electronic monitoring release. CBAC Sheriff personnel have two (2) methods of referral to EM. The first method is by providing, each morning, an automated fully sentenced inmate list identified as potential candidates for EM consideration. The second method is by providing individual cases, such as special classified inmates, for EM evaluation. Beginning October 12th, 2004, LASD identified fully sentenced inmates with PC273.5 and PC243(e)1 convictions as a population potentially acceptable for EM. With concurrence between LASD Administration, and Probation Department Administration, PTS staff began screening fully sentenced PC273.5 and PC243(e)1 inmates for EM.

PROBATION DEPARTMENT'S ELECTRONIC MONITORING (EM) PROGRAM OPERATIONAL PROCEDURES MANUAL

Only suitable assessed inmates by PTS will be released on electronic monitoring. All inmates assessed and determined to be ineligible or unsuitable will remain in custody. Sheriff personnel retain final release authority and may disqualify a suitable EM candidate if deemed necessary. The case turnaround time for completing County jail referrals is approximately forty-eight (48) hours. In some instances, cases may require additional time with clearance from the County Program Manager or designee.

Criteria for referral

-- County jail inmates fully sentenced to county jail time on misdemeanor or felony cases

-- Inmates cannot be in custody on any excluded conviction charges

-- Inmates can have no pending felony cases

-- Inmates can have no outstanding warrants

-- Inmates can have no custody holds

-- Inmates can have no rehabilitation orders

-- Inmates can have no disqualified custody special handling restrictions

Contractor Notification

PTS staff will provide a copy of the completed suitable Assessment to the Contractor and Sheriff CBAC personnel. This will be done daily without exception. As inmates are approved, the names are given to the Contractor staff assigned to the jail location periodically throughout the day.

All suitable Assessments are faxed or emailed to the Contractor's enrollment center on a daily basis. There will be required communication from PTS staff and the Contractor's enrollment staff to verify proper notification on all suitable EM candidates.

CIVIL REFERRALS

On occasion, Superior Court will refer Family Law matters (civil contempt) to the EM Program. In most cases, the bench officers do not want an assessment. Referrals should be made from the court to PTS and will be handled in the same manner as criminal cases, except that there will be no criminal record check. In the event a Contractor should receive a referral directly from the court on a civil case, Contractor shall instruct the defendant to call

PTS first. PTS will complete a partial application and will check the address and telephone information only. The defendant will be given an EM application number and will be told to call the Contractor for enrollment.

ASSESSMENT PROCESS – COURT REFERRALS

I. REFERRAL

A. Court completes the Court Referral Form and faxes or emails it to EM staff at (213) 633-4684,

B. Court instructs offender to contact PTS staff at (213) 893-5369 by the end of the next business day to complete an application.

II. ASSESSMENT

A. PTS staff completes an application when the defendant telephones.

B. PTS staff accesses complete criminal record.

C. PTS staff verifies address, telephone and other information provided by the defendant.

D. PTS staff completes Risk Assessment scale.

E. PTS staff evaluates information and completes an EM Assessment Report, which is sent to the Court by the next court date.

III. JUDICIAL DECISION FOR EM

A. Defendant returns to court and court instructs the defendant regarding terms and conditions of EM and completes a Court Ordered Monitoring Conditions form (Appendix A).

B. Court instructs offender to contact PTS at the number listed on the bottom of the Court Ordered Monitoring Conditions form (Appendix A).

C. PTS and the Contractor notifies the court of defendant enrollment or failure to enroll in the program.

PROBATION DEPARTMENT'S ELECTRONIC MONITORING (EM) PROGRAM OPERATIONAL PROCEDURES MANUAL

ASSESSMENT PROCESS – COUNTY JAIL REFERRALS

I. REFERRAL

A. The Sheriff's CBAC personnel refer county jail inmates to be evaluated by PTS.

Inmate's family or friends contact PTS by telephone at (213) 893-5369 and provide the booking or case information.

II. ASSESSMENT

A. PTS staff completes an application after the defendant is interviewed by videoconference, telephone or in-person at the jail facility.

B. PTS staff accesses complete criminal record.

C. PTS staff verifies reference, address, telephone and other information provided by the defendant.

D. PTS staff completes Risk Assessment scale.

E. PTS staff evaluates information and completes an EM Assessment Report. Suitable Assessments are sent to the Contractor and the Sheriff's CBAC personnel.

PROBATION DEPARTMENT'S ELECTRONIC MONITORING (EM) PROGRAM OPERATIONAL PROCEDURES MANUAL

PART II

CONTRACTOR CASE PROCESSING

PROBATION DEPARTMENT'S ELECTRONIC MONITORING (EM) PROGRAM OPERATIONAL PROCEDURES MANUAL

ENROLLMENT DATE REQUIREMENTS

Court Component

The court will complete a Court Ordered Monitoring Conditions form indicating, among other things, the date by which a participant must be enrolled. Contractor must make every effort to enroll a participant by the date ordered. If this is not possible because, for example, the participant waited until the last day to be enrolled before contacting the Contractor, the Contractor will call the court, explain the circumstances, and ask for an extension.

County Jail Component

Inmates approved for participation by PTS are processed for release from custody into EM with the assistance of Sheriff and Contractor personnel assigned to work at the jail location. Inmates released for EM participation must be enrolled the same day they are released from jail. *County jail inmates released to EM retain custody status until their sentence expires.*

A. Contractor personnel assigned to the jail will explain the program rules and regulations (Appendix F) to the inmate. EM installation instructions and the consequences of non-compliance are explained to the inmate. If the inmate agrees to abide by the program guidelines, he will sign a consent form; which becomes a part of the inmate's custody jacket and participant case file.

B. Sheriff's Deputies will process the EM release, which includes a custody record and commitment document check. The inmate will be instructed to go directly home and report to a designated branch office for orientation the following day.

PARTICIPANT ENROLLMENT

The Contractor will instruct the court ordered participant to bring in a copy of the Court Ordered Monitoring Conditions form, signed by the judge or court clerk. All participants will be instructed to provide picture identification, verification of employment, and a recent telephone bill verifying the telephone number and address of record. The enrollment process consists of program orientation, equipment installation and receipt of a "good hook-up" message. Note: County Jail participants will have GPS attached before release from custody; court participants not in-custody will have GPS attached by Contractor staff at enrollment appointment. Contractor staff will provide all participants with installation instructions.

PROBATION DEPARTMENT'S ELECTRONIC MONITORING (EM) PROGRAM OPERATIONAL PROCEDURES MANUAL

PARTICIPANT ORIENTATION

1. INTERVIEW

During the initial enrollment interview the case manager will establish a case file (as described in paragraph 2 below); familiarize the participant with program requirements; set curfew schedule; explain, in detail, the participant's responsibility to provide documentation to verify all time away from the residence. The orientation component of the enrollment process must include the following steps:

a. Photocopy participant's picture ID and telephone bill for case file. Utility bills, bank statements, and other forms of address verification are also acceptable forms in lieu of a telephone bill.

b. Provide written rules and regulations to participant, explain each point, including grievance procedures and have participant initial each page, section and sign the last page acknowledging that he/she has read, understood and received a copy of the program guidelines and agrees to comply.

c. Schedule next office meeting according to risk level assessed by PTS:

- STANDARD MONITORING - a minimum of once every two (2) weeks. "Standard" participants who fail to comply with curfew schedules or other program guidelines will be changed to weekly meetings until such time as compliance improves substantially.

- ENHANCED MONITORING - a minimum of once every week for the first thirty (30) days of program participation; thereafter, "enhanced" participants who comply with all program guidelines may be seen once every 2 weeks.

Note: Participants sentenced on excluded charges will always be monitored at the ENHANCED level.

SETTING UP CASE FILE

Case files are established to provide a documented record of all EM participant activity. Participant case files are official Probation Department records and the information contained therein is confidential. The information contained in a case file is occasionally called into evidence at a court hearing. Should this occur, case

managers are authorized to testify as to specific information contained in the file, but are precluded from releasing any documents or copies of any documents without authorization from the Probation Department.

Approved case file contents include, but are not limited to the following:

- EM Assessment Report
- Court Ordered Monitoring Conditions form (and other court orders)
- Phone Bill (or other forms of address verification)
- Photo ID
- Orientation Forms, or Participant Contract, must be dated and signed by participant and case manager.
- Employment Verification
- Chronological case notes
- Enrollment/Failure to Enroll Notice
- All other Notices
- Completion/Termination Notice
- Original Schedule
- First transmit or good hook-up message
- Daily electronic monitoring activity reports
- Schedule changes
- Activity verification/documentation

PROBATION DEPARTMENT'S ELECTRONIC MONITORING (EM) PROGRAM OPERATIONAL PROCEDURES MANUAL

SETTING CURFEW SCHEDULE

Set curfew schedule based on the activities allowed by either the court or the Sheriff's Department and by information provided by the participant on the orientation forms. Under no circumstances shall a participant be allowed more time away from his or her residence than is needed to complete these authorized activities.

Court Component - The Court Ordered Monitoring Conditions form lists all activities ordered or allowed by the court. The Court must approve any requests for additional activities. If Contractor does not have a copy of the Court Ordered Monitoring Conditions during the initial interview, call the court immediately to request a faxed or a digital-copy. The participant is to be on a "closed schedule" status that does not allow any activities until the Contractor can verify the court's order regarding permitted activities.

County Jail Component - The Sheriff's Department generally allows a participant to work or seek employment. Activities generally allowed may include court appointments, doctor/dental appointments, DMV, Social Services, Probation/Parole meetings, Narcotics Anonymous (NA) or Alcoholics Anonymous (AA) meetings. Other activities allowed under certain circumstances are shopping/laundry (when participant lives alone) and haircuts (if necessary for employment). All other activities must be verbally approved by a Sheriff Deputy assigned to the EM Program.

Work Hours - Conventional Employment

It is expected that all participants will be allowed to work. Participant must provide his or her regular work schedule and the approximate travel time. Case manager will enter this information on the original scheduling form; which will be maintained in the participant's case file. Any changes to the permanent work schedule must be submitted at least twenty-four (24) hours in advance must be noted in the case file.

a. Set permanent curfew schedule to include work hours and travel time each way.

b. Change schedule, as needed, for prior approved overtime, scheduled medical appointments, etc., noting reason for change in participant's case file. Instruct participant to provide appropriate documentation of the activity at the next office meeting.

c. Maintain copy of participant's original schedule and any subsequent schedule changes in case file.

PROBATION DEPARTMENT'S ELECTRONIC MONITORING (EM) PROGRAM OPERATIONAL PROCEDURES MANUAL

Work Hours – Unconventional Employment

Many participants are either self-employed or do not report to a specific job every day. Setting curfew schedules for these cases must be handled on an individual basis according to the participant's type of employment. Participant is expected to provide case manager with a work schedule and be able to verify his/her activities.

Participant's work curfew schedule is not to be so broad as to allow the participant to come and go for 8, 10 or 12 hours throughout the day with no way to verify employment, unless the court is aware of the situation and authorizes participant to work with minimal or no verification. It is sometimes best, when a participant is self-employed, does "odd jobs" or "day work", to "close" his/her schedule (no time away from home) until he/she reports a specific day and time period which employment is scheduled.

Unemployed - Court authorizes job search

Participants will not generally be allowed an arbitrary eight (8) to twelve (12) hours, five (5) to seven (7) days per week to be away from their residence to seek employment.

a. Set a maximum three (3) to four (4) hours per day, two (2) or three (3) days per week to allow participant to look for employment.

b. Instruct participant, whenever possible, to provide a written list of prospective employers he/she plans to see, including the addresses. Participant is to provide a means of verifying his or her job search activities. Verification may include, but not be limited to, a duplicate job application, company business card signed by a representative of the company, or a signed attendance sheet. Discuss with the participant their responsibility to verify their whereabouts.

Note: If the participant is on formal probation, the DPO can authorize more time to search for employment.

Other court authorized activities

1. Participant must provide the Contractor with a schedule, including the date, time and location of any court authorized activities, such as drug or alcohol treatment meetings, counseling sessions, medical appointments, etc. It is desirable, for scheduling purposes, to allow a participant to attend meetings on the same days and times each week.

Note: Because most NA or AA evening meetings are held after 7:00 p.m., it is usually a good practice to require the participant to go directly home from work and then set a separate schedule to allow for attendance at a scheduled meeting.

Example: Participant works from 8:00 a.m. to 5:00 p.m. and he is allowed 1/2 hour travel time each way; he has a scheduled AA meeting from 8:00 p.m. to 9:30 p.m. and is allowed 15 minutes travel time each way. The schedule should be set to allow participant to leave at 07:30 and enter at 17:30; leave again at 19:45 and enter at 21:15. In most cases, the participant should not be allowed to be away from his residence for almost 14 hours (07:30 until 21:15) in one increment.

2. Participant is to be given an attendance sheet to be signed by authorized personnel and submitted for inclusion into case file.

INSTALLATION AND HOOK-UP

1. GPS and strap are attached to participant's ankle, by an installer either at a branch office, Inmate Reception Center, or the participant's residence.

2. Record serial numbers of each piece of electronic monitoring equipment assigned to participant on computerized equipment log.

3. When the receiving unit is plugged in, if it is working properly, the computer will receive a "good hook-up" message. If this is done at a branch office, the participant is instructed on how and where to install the equipment in the home.

DAILY CONTACT LIST

Contractor is required to notify PTS of all enrollments, completions and terminations on a daily basis. Although the Daily Contact List was developed for this purpose, it is permissible for Contractor to utilize a computerized version of the form instead, provided it contains all the pertinent information.

A. Fax or email contact list to PTS daily at the end of the day, whether or not there was any activity.

Note: Contractor will retain the absconder's name on active status (i.e., daily count list) for a period of up to fourteen (14) calendar days. After fourteen (14) calendar days, the absconders will be removed from the daily count but will remain on the Contractor's data base indefinitely, until a final disposition is received.

B. List must be legible and shall include all enrollments, completions and terminations.

C. If an enrollment or completion occurred after the list was faxed or emailed, i.e., weekends, evenings, include the information on the next day's list.

D. All follow-up documents (Enrollment, Completion, Termination Notices) must bear the same date shown on the list.

E. Proofread documents for accuracy in case name, number of days ordered, dates.

SCHEDULE CHANGES

A. Schedule changes shall not be approved for activities not authorized by the court. Schedule changes must be approved by authorized Contractor personnel in advance of the activity and a schedule change form must be maintained in the case file after appropriate case notes stating the reason for the change have been entered into the case file

B. Enter schedule changes into the monitoring computer prior to the activity; in the case of "one time only" changes, the original schedule must be reinstated into the computer upon participant's return.

TYPE OF EQUIPMENT

All program participants will be monitored by a twenty-four (24) active/continuous system, utilizing a random contact back-up system. Monitoring equipment must be equipped with a tamper alarm system. The monitoring system must have a very high degree of reliability and dependability. It is the Contractors' responsibility to ensure that the monitoring equipment is working properly.

A. The battery life of the transmitter and receiver must be sufficient to last throughout the term in between required charging periods. The participant is required to charge the device twice per day for one hour. If the device fails to hold a charge within this period, the device, charging unit, or both must be addressed by the contractor within one business day.

B. Contractor's software system must be set to perform an automatic check of GPS device contact and tracking. System to report immediately if either contact or tracking from device has not been received in over 4 hours.

PROBATION DEPARTMENT'S ELECTRONIC MONITORING (EM) PROGRAM OPERATIONAL PROCEDURES MANUAL

REPLACEMENT/REPAIR OF EQUIPMENT

If there appears to be any equipment problem; which compromises monitoring accuracy, Contractor(s) will provide for prompt repair or replacement of the equipment.

A. All equipment malfunctions must be replaced or repaired within twenty-four (24) hours of discovery of the malfunction.

B. Place documented telephone calls to the participant every two (2) hours until equipment is repaired or replaced.

TAMPER ALARMS

Contractors must provide immediate documented telephonic response to tamper alarms.

A. After initial telephone contact, place documented telephone calls to the participant every two (2) hours until equipment is inspected or replaced by the Contractor.

B. Replacement, if necessary, must occur within twenty-four (24) hours of initial tamper alarm.

C. Replacement, repairs and resets must be documented in case file and in equipment logs.

REPORTING GUIDELINES

It is the Contractor's responsibility to track and report participant's adherence to program guidelines. Contractors will notify designated authorities of the probable violation of conditions within the time limits established by the Probation Department (below) using only Probation Department approved forms (Appendix E). When sending notification to the court, the Contractor is to complete one notice, as applicable, for each application number corresponding to court case number.

PROBATION DEPARTMENT'S ELECTRONIC MONITORING (EM) PROGRAM OPERATIONAL PROCEDURES MANUAL

A. TYPES OF REPORTS

1. **ABSCOND NOTICE** - Reports any time a participant is out during curfew and unable to be monitored for longer than four (4) hours; Abscond Notices shall be sent to Pretrial Services, and, as applicable, to the court, Sheriff's Department, and DPO within the following time frames:

   a. During court hours: If a participant is away from his or her residence without authorization for four (4) hours during business hours, the Contractor will immediately fax or email an Abscond Notice to PTS, and, as applicable the court, Sheriff's Department, and DPO.

   b. After court hours/weekends: If a participant is away from his or her residence without authorization for four (4) hours after business hours or on weekends, the monitoring center will alert the branch manager by pager and continue monitoring the participant's activity.

      i. If the participant returns prior to the start of the next business day, the Contractor will attempt to obtain the participant's statement regarding the violation. By 11:00 a.m., fax or email a Non-Compliance Notice to PTS and, as applicable, the court, Sheriff's Department and DPO, detailing the incident.

      ii. If the participant has not returned by the start of the next business day, the Contractor will telephonically notify PTS, the court or Sheriff's Department, if applicable, by 9:00 a.m. Follow up with an Abscond Notice faxed or emailed to PTS and, as applicable, the court, Sheriff's Department and DPO by 11:00 a.m. (if participant still has not returned).

2. **ALCOHOL VIOLATIONS** – Mail, email or fax a Non-Compliance Notice within twenty-four (24) hours to PTS and, as applicable, the court, Sheriff's Department, and the DPO if, after three (3) tries, breath test results show any measurable amount of alcohol.

   If a participant tests at a level of .08 or higher on a breath alcohol test, a Non-Compliance Notice shall be faxed or emailed to PTS and, as applicable, the court, Sheriff's Department and DPO, within the following time frames:

a. During court hours: Call the court or the Sheriff's Department and fax or email immediately.

b. After court hours/weekends: Fax or email by 9:00 a.m. next business day.

3. **COMPLETION NOTICE** - Reports the last day participant is monitored after successfully completing the term specified by the court or Sheriff in the EM program.

4. **ENROLLMENT NOTICE** - Reports the date the participant actually enrolls with the Contractor; which includes equipment installation and good hook-up message.

5. **FAILURE TO ENROLL NOTICE -** Reports that participant has failed to enroll by the date ordered by the court, or after release from custody

6. **NON-COMPLIANCE REPORT** - Reports any action by the participant; which is in violation of the court's order or program guidelines. Incidents of non-compliance shall be reported to PTS, the court and DPO, if applicable, within the time frames indicated below, applicable to both standard and enhanced cases:

   a. During court hours: All incidents of non-compliance must be faxed or emailed to PTS, the court and DPO, if applicable, by 5:00 p.m. the next business day.

   b. After court hours/weekends: Fax or email current status to PTS, the court and DPO, if applicable, by 5:00 p.m. the next business day.

7. **STATUS REPORT** - Reports routine status of participant's performance on the program or is sent after any other report, if the status changes.

8. **TERMINATION NOTICE** - Reports that participant has been removed from the EM program, for non-compliance, prior to expected completion date.

PROBATION DEPARTMENT'S ELECTRONIC MONITORING (EM) PROGRAM OPERATIONAL PROCEDURES MANUAL

B. **DISTRIBUTION**

1. Non-Compliance Notice:

   a. (1) Court

   b. (1) Sheriff Department, if CJ participant

   c. (1) PTS

   d. (1) DPO, if on formal probation

   e. (1) Program participant

   f. (1) Case file

Note: Contractor is not required to send Non-Compliance Notices to Sheriff's Department unless the violation is a high breath alcohol test (BAT). PTS will track Non-Compliance Reports on County Jail participants, report potential problems and make recommendations to Sheriff's Department.

2. All other notices:

   a. (1) Court, if a court participant

   b. (1) Sheriff's Department, if CJ participant

   c. (1) PTS

   d. (1) DPO, if on formal probation

   e. (1) Program participant

   f. (1) Case file

PROBATION DEPARTMENT'S ELECTRONIC MONITORING (EM) PROGRAM OPERATIONAL PROCEDURES MANUAL

MONITORING ACTIVITY REPORTS

Daily Exception Reports

Case managers will review the daily monitoring activity "exception report" first thing each business day. This will bring to their attention routine curfew violations or units that were late to test for the previous day. The daily report will include mention of any telephone contacts between the twenty-four (24) hour monitoring center staff and the person to whom they spoke at the participant's residence.

The monitoring center staff will notify Branch Managers, as needed, with immediate notification of serious violations, such as active tamper alarms, unresolved late-to-test, and knowledge of situations which may compromise public safety. Non-Compliance Reports and/or Abscond Notices for these incidents will be faxed or emailed by 11:00 a.m. the next business day to designated authorities. Non-Compliance Reports on less serious program violations, such as failure to provide documentation, curfew violations, unresolved or actual transmitter tampers can be emailed, mailed or faxed by the end of the business day.

All-activity Reports

Reports of all monitoring activity, including but not limited to, enters, leaves, monitor check-ins, late-to-test messages for the period between office visits will be printed for the file prior to each office visit. The report will be reviewed with the participant and documentation or verification of activities will be collected during the office visit. Non-Compliance Reports will be sent on any activity which was unauthorized or undocumented.

NEW ARRESTS

In the event that the participant is arrested while on the court component of the EM Program, the court will determine whether the participant will remain on electronic monitoring. The Contractor shall follow the steps outlined below:

A. Fax, email or mail a Non-Compliance Notice to the court, PTS and DPO, if applicable, that a new arrest has been verified.

B. Fax, email or mail an Abscond Notice to PTS and as applicable, to the court, Sheriff's Department, and DPO, if the participant has not returned home within four (4) hours and the participant's arrest has not yet been verified.

C. Fax, email or mail a Status Report once it has been verified that the participant is in custody or has returned home.

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In the event that the participant is arrested while on the jail component of the EM Program, the Sheriff's Department will arrange for the participant to be returned to custody. A Termination Notice will be faxed, emailed or mailed to PTS, the Sheriff, and the DPO, if applicable.

PARTICIPANT VOLUNTARILY TERMINATES

A. If a court participant voluntarily removes him or herself from the court component of the EM Program and turns in their monitoring equipment, an ABSCOND NOTICE shall be sent to the court. PTS will follow up on court action.

B. If a participant appears in court to requests to be removed from the EM program and the court grants the request, for other than non-compliance, a COMPLETION NOTICE shall be sent.

C. If a jail participant voluntarily returns to custody, not due to program violations, he or she will not be penalized but will remain in custody until his or her early release date. In this instance a COMPLETION NOTICE will be sent because this is not a program failure.

D. If a CJ participant is remanded for non-compliance, it is considered a program failure; the inmate will remain in custody for the term of the sentence and is no longer eligible for any future release on EM. In this instance a TERMINATION NOTICE shall be sent.

DEFENDANT WALK-INS

If a defendant comes in with Court Ordered Monitoring Conditions from the court and Contractor has not received an Assessment Report, the Contractor will fax or email a copy of the Court Ordered Monitoring Conditions to PTS, obtain an EM application number, and instruct the defendant to call PTS from the office so that an application can be taken.

Note: Participants may not be enrolled without an EM application number. However, it is not necessary that the assessment be completed prior to enrollment. A number can be assigned once PTS has received Court Ordered Monitoring Conditions. Participant must be monitored at the Enhanced level until the Assessment Report is received and contractor is notified otherwise.

PROBATION DEPARTMENT'S ELECTRONIC MONITORING (EM) PROGRAM OPERATIONAL PROCEDURES MANUAL

ENROLLMENTS AFTER INELIGIBLE RECOMMENDATION

Participants are required to have both a permanent residence and a telephone in order to participate in this program. Occasionally, a participant who does meet one or both of these requirements is referred by the court and is found ineligible for program participation. If the court subsequently orders the participant into the program, the contractor shall instruct the participant to call PTS during the enrollment interview. PTS will complete an application by telephone. The contractor will include the participant's address and telephone number on the ENROLLMENT NOTICE.

PARTICIPANT CHANGE OF ADDRESS

Court Component

A court sentenced participant may not move without prior approval of the Court. Telephonic approval is acceptable, provided the phone call is documented in the case file and includes the date, time, name of the person spoken to, the name of the judge authorizing the change, the new address, and telephone number, if applicable.

County Jail Component

Contractor has the permission of the Sheriff's Department to approve a change of address for CJ participants.
The participant's new address and phone number must be reported to PTS on a STATUS REPORT within twenty-four (24) hours. (Court or CJ component)

A. Contractor will verify the new location within twenty-four (24) hours of the monitor re-connect at the new address.

B. Case manager will send a STATUS REPORT to PTS and, as applicable, the court, the Sheriff's Department, and the DPO.

C. Contractor will maintain a copy in the case file of participant's first monitoring activity report showing a successful "good hook-up" message**.**

PROBATION DEPARTMENT'S ELECTRONIC MONITORING (EM) PROGRAM OPERATIONAL PROCEDURES MANUAL

DOCUMENTATION

It is the Contractors' responsibility to account for the participant's whereabouts twenty-four (24) hours a day. Make it clear to the participant at the time of enrollment that certain documentation is required to account for his/her work schedule and other court approved activity. Probation Department approved documentation must provide **independent** verification by a third party that the participant was where he/she claims to have been on any given date and time. The documentation provided must correspond to the participant's daily monitoring activity report showing "enters" and "leaves". Acceptable forms of documentation include but are not limited to:

A. **Conventional employment**

1. Time card, signed by supervisor, is preferred

2. Paycheck stubs showing hours and time period worked, including any vacation and/or sick time taken and/or overtime worked

3. Note or letter detailing hours and days worked during a given week, signed by supervisor

B. **Unconventional employment (self-employed, independent contractor, sales, field work, etc.).**

Enrollment Notices for these participants will include a statement detailing the type of documentation to be provided. If participant subsequently obtains employment, a Status Report will be sent to appropriate agencies.

When a participant does not have a regular "9-5" job, it is sometimes difficult to find a way to verify his/her time at work. During the initial interview, make it clear to the participant that it is his/her responsibility to prove where he/she is when he/she is not at home. Discuss with the participant different methods of verifying his/her away time. For example:

1. Provide participant with an activity log, which requires a name, address, time, date, signature and telephone number of someone who can confirm the participant's whereabouts.

2. Instruct participant to provide a daily or weekly work schedule, including appointments, with contact name, address and telephone numbers.

3. Instruct participant to provide invoices, which include date of a job, hours spent on a job, job location, contact person, amount charged and/or paid.

4. Instruct participant to provide daily itineraries, mileage claim forms or similar records used for billing purposes.

5. Have participant explain how he/she plans to verify his/her activities and work with him/her to find an acceptable method.

OFFICE MEETINGS

To ensure program compliance, the steps listed below are minimum requirements of a meeting with a participant:

A. Check GPS strap

B. Collect verification of work and other approved activities

C. Review activity reports since last office meeting and discuss any irregularities with participant

D. Set next appointment according to risk level:

1. STANDARD - a minimum of every two (2) weeks

2. ENHANCED - every week. A minimum of once every week for the first thirty (30) days of program participation. Thereafter, enhanced participants who comply with all program guidelines may be seen once every two (2) weeks.

E. Enter all of the above in case notes

CASE NOTES

A correct entry in the case notes must include the time and date of the entry, as well as the first initial and last name, or the signature of the person making the entry.

A. Report any contact with participant and any information pertinent to monitoring participant's activities

B. Report all schedule changes, reason, date, etc.

C. Report all equipment problems, including the disposition

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QUALITY CONTROL

The Contractor shall have a written quality control plan to ensure that the requirements of the contract are met. The original plan and any future amendments are subject to County review and approval and shall include, but not limited to:

A. A functional performance test and evaluation of the electronic monitoring equipment, with documented results, each time the equipment is issued to and returned by a program participant; the Contractor will provide a written plan describing how its systems will be tested and how performance standards will be met.

B. An inspection system assuring ongoing delivery of services. The inspection system must specify the activities to be audited/inspected on either a scheduled or unscheduled basis, how often audits/inspections will be accomplished, the title of the individual(s) who will perform and record the audits/inspections and the methods for identifying and preventing deficiencies in the quality of the system. All audits/inspection results must be documented and available for review by the County during normal business hours.

C. A computerized method of tracking equipment inventory, maintenance, battery life, and service records specific to each piece of equipment in accordance with suggested manufacturers maintenance specifications

D. A method for ensuring uninterrupted service to Probation in the event of a strike of Contractor's employees

E. A method for ensuring that offender record confidentiality is maintained

PROBATION DEPARTMENT'S ELECTRONIC MONITORING (EM) PROGRAM OPERATIONAL PROCEDURES MANUAL

DAILY REPORTS

Contractor will provide a Master List of all EM cases using format provided by the County. The report may include, but not be limited to, the following:

A. MASTER LIST OF ALL ACTIVE EM CASES SORTED BY BRANCH OFFICE

Information to be reported on each case:

1. EM #
2. LAST NAME
3. FIRST NAME
4. COURT
5. COURT CASE NUMBER
6. CHARGE
7. RISK LEVEL
8. CASE MANAGER
9. BRANCH OFFICE
10. ENROLLMENT DATE
11. FINAL DISPO DATE
12. # DAYS MONITORED

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DEFINITIONS

Abscond - A violation of curfew guidelines and inability to be electronically monitored for more than four (4) hours.

Active Equipment - Electronic monitoring device utilizing a one – piece electronic monitoring device with Global Positioning System (GPS).

Assessment - An evaluation of a participant referred to Pretrial Services to determine suitability for participation in the electronic monitoring program.

BAT - A breath alcohol-testing device approved by the Department of Transportation.

Case Manager - An employee of the Contractor whose responsibility is to provide the highest level of service to the courts and maintain a high regard for community safety. A case manager's duties include, but are not limited to, providing the participant with program rules and regulations, ongoing monitoring and documenting the participants compliance to court orders, and reporting incidents of non-compliance to the appropriate authorities.

Completion - Fulfillment of all requirements of the court as listed on the Court Order Monitoring Conditions, or a disposition as directed by the court or Sheriff's Department for other than program non-compliance

Concurrent - Applies to separate periods of confinement imposed for separate offenses which, by court order, may be served simultaneously.

Consecutive - Applies to separate penalties imposed for separate offenses which, by court order, must be served one after the other

Contract Discrepancy Report (CDR) - A report prepared by the Probation Department's Program Manager to inform the Contractor of faulty service. The CDR requires a response from the contractor within ten (10) days, or as otherwise specified by the Program Manager, explaining the problem and outlining the remedial action being taken to resolve the problem.

Contract Manager - Probation Department approved contractor's representative responsible for overall operations by the Contractor in compliance with the Contract and its procedures.

Contractor - Any vendor, service provider, or company contracting with the Probation Department to provide electronic monitoring services.

Court Order - Any notice in writing or orally presented by a judge specifying conditions of participation for EM.

Curfew - Hours during which a participant is required remain within the interior premises of the designated place of residence.

Day(s) - Calendar days, not business or working days.

PROBATION DEPARTMENT'S ELECTRONIC MONITORING (EM) PROGRAM OPERATIONAL PROCEDURES MANUAL

Enhanced monitoring - Refers to monitoring guidelines established for program participants who are convicted of an excluded charge or those with a risk assessment determined by Pretrial Services to be at a level between 14 - 22 on the EM risk assessment scale.

Enrollment - The process of instructing a participant in the program guidelines, obtaining signed participation agreement, attaching GPS to the participant and installing the equipment in the participant's home. Enrollment is not complete until a successful "transmit" message is received from the equipment in the participant's home by the contractor's monitoring center.

Excluded charge - Any charge found on the Court and Sheriff's Excluded Charge lists.

Failure to enroll - Participant did not enroll in EM by the date specified on the Court Order Monitoring Conditions form or other court order.

Hook-up - That part of the enrollment process where the GPS is fitted to the participant's ankle and activated.

Hours - Sequential sixty (60) minute time frames.

Installation - That part of the enrollment process where the monitoring equipment is installed in the participant's home, equipment is switched on and "good hook-up" message is received at the monitoring center.

Installer - An equipment technician employed by the contractor to install and service participants' monitoring equipment.

Low-Risk Offender - An individual whose criminal record, including the offense for which he has been referred to EM, reflects no history of violence, drug sales or child molestation.

Monitoring Staff - Contractor employees assigned to the Monitoring Center who track and report the transmissions of a participant's electronic monitoring equipment.

Non-Compliance - Any violation of program rules, guidelines or any conditions listed on the Court Ordered Monitoring Conditions form.

Orientation - That part of the enrollment process where the participant is instructed in the program guidelines, participant signs required documents to be accepted into the program, and arrangements are made for the installation of the monitoring equipment.

Participant - Any pre-sentenced or convicted offender who is participating in EM. In some instances, a witness is also placed as a participant upon program eligibility.

Program Manager - Chief Probation Officer or his/her designee responsible for overall operations of EM.

PROBATION DEPARTMENT'S ELECTRONIC MONITORING (EM) PROGRAM OPERATIONAL PROCEDURES MANUAL

Standard Monitoring - Refers to monitoring guidelines established for program participants with a risk assessment determined by PTS at a level between 0 - 13 on the EM risk assessment scale.

Termination - Discontinuance of the participant as directed by the court or Sheriff for non-compliance.

PROBATION DEPARTMENT
PRETRIAL SERVICES BUREAU
ELECTRONIC MONITORING PROGRAM

Phone: (213) 893-5369 • Fax: (213) 633-4684 • Email: EMprogram@probation.lacounty.gov

Send completed form to the Electronic Monitoring Program

REFERRAL FORM

DATE: _____

REFERRED BY: ☐ JUDICIAL OFFICER ☐ ATTORNEY ☐ DEPUTY PROBATION OFFICER

NAME: _____

PHONE: _____ FAX: _____

DEFENDANT INFORMATION

DEFENDANT NAME: _____ DOB: _____

CUSTODY: YES / NO BOOKING NUMBER: _____

DEFENDANT'S PHONE NUMBER IF NOT IN-CUSTODY: _____

COURT INFORMATION

COURT: _____ DEPT: _____ CASE NUMBER: _____

OFFENSE(S): _____

NEXT COURT DATE: _____ DEPT: (If different from above) _____

The charges listed on the *Courts List of Excluded Charges* are generally excluded from participation in the Electronic Monitoring Program. However, in the interest of justice, participants referred on excluded charges will be assessed for electronic monitoring if requested by the court.

(Rev. 05/2021)

EM Application #:

PRETRIAL SERVICES BUREAU
ELECTRONIC MONITORING PROGRAM

Court Ordered Monitoring Conditions

Defendant: _____
Last Name First Name Middle Initial

Defendant's Phone #: _____

Offense: _____

Attorney's Name: _____

Attorney's Phone #: _____

Case Number: _____ Concurrent/Consecutive with Case #: _____

Judge: _____

Court: _____

_____

Fax #: _____

- ☐ Misdemeanor Pretrial Release
- ☐ Felony Pretrial Release
- ☐ Formal Probation
- ☐ Summary Probation
- ☐ **Amended Order**

☐ **Defendant is sentenced to _____days of electronic monitoring in lieu of custody in County Jail.**

☐ **Defendant is placed on pretrial electronic monitoring until _____.**

[ ] Home Detention (monitoring with restrictions) **[ ] Tracking Only** (no restrictions)

PERMITTED ACTIVITIES (home confinement with restrictions)

- ☐ Employment
- ☐ Prearranged Overtime at work
- ☐ Secondary Employment
- ☐ Laundry – prearranged
- ☐ Grocery Shopping – prearranged
- ☐ Religious Activities (Church/Temple)
- ☐ Community Service
- ☐ School
- ☐ Counseling
- ☐ Doctor / Dental Appointments
- ☐ AA or NA Meetings Frequency: _____
- ☐ Next Court Appointment: _____
- ☐ Other: _____

OPTIONAL CONDITIONS

☐ **Defendant is ordered alcohol monitoring until _____.**

[ ] Breath Alcohol Remote Testing **[ ] Transdermal Alcohol Monitoring**

☐ **Drug Testing** **Frequency: _____.**

Additional Restrictions/Conditions: _____

Enrollment requires two (2) business days to complete. Defendant must be enrolled by: _____

Defendant will be required to contact the Electronic Monitoring Program at (213) 893-5369 within 24 hours.

Judge/Clerk Signature: _____ Date: _____

Send completed form to the Electronic Monitoring Program

Phone: (213) 893-5369 Fax: (213) 633-4684 E-mail: EMProgram@probation.lacounty.gov

Revised 05/25/2021

COURT – ORIGINAL • PRETRIAL SERVICES – COPY • DEFENDANT – COPY

INSTRUCTIONS ON HOW TO ENROLL ONTO THE ELECTRONIC MONITORING PROGRAM

1. Upon receiving the Court Ordered Monitoring Conditions form from the Judge, the defendant must fax or email the form to the Electronic Monitoring Program (page 1) and to CorrectiveSolutions at fax (800) 742-3254. The defendant must enroll within 48 hours of the order date or the date specified by the court.
2. The defendant must contact the Electronic Monitoring Program for an interview at (213) 893-5369.
3. Defendants will then be referred to CorrectiveSolutions to schedule an appointment for orientation. At the appointment, defendant will be issued the equipment and will be assigned a case manager.

THE FOLLOWING DOCUMENTS MUST BE PROVIDED BY THE DEFENDANT AT THE ORIENTATION APPOINTMENT:

- Court papers regarding this case, including the **Court Ordered Monitoring Conditions** form
- Driver's license or picture ID
- Address verification (i.e., recent utility bill, bank statement, or any other forms of address verification)
- Proof of employment (i.e., recent paystub, letter of employment, etc.)
- For self-employed, tax returns, income statements, account's receivable, and business licenses should be provided

ADDITIONALLY, THE FOLLOWING IS REQUIRED:

1. You must have electricity during the duration of the program.
2. If a landline device is required for monitoring equipment, the line **cannot**
   - Have an answering machine
   - Be a cordless phone
   - Have any custom phone services such as call waiting, voicemail, call forwarding, caller ID, computer modems, etc.
3. If the defendant does not have a residential telephone, it must be disclosed to CorrectiveSolutions at time of appointment scheduling.

INSTRUCCIONES PARA INSCRIBIRSE AL PROGRAMA DE MONITOREO ELECTRONICO

1. Al recibir la forma de condiciones (Court Ordered Monitoring Conditions) de parte del Juez, debe mandar la forma al programa de monitoreo electronico (pagina 1) y CorrectiveSolutions al fax (800) 742-3254. Tendra 48 horas del dia de la orden o dia determinado por el Juez para matricula.
2. Debe llamar al programa de monitoreo electronico al (213) 893-5369 para una entrevista.
3. Al terminar la entrevista, sera referido a CorrectiveSolutions para una cita de orientacion donde recibira el equipo electronico y sera dirigido a un trabajador de caso.

LOS SIGUIENTES DOCUMENTOS DEBERAN SER PRESENTADOS EL DIA SE SU CITA:

- Los papeles de la corte, incluyendo su Court Ordered Monitoring Conditions (papel color rosa)
- Licensia de manejo o identificacion
- Verificacion de domicilio, por ejemplo factura de utilidades o otro documento confirmando el domicilio
- Verificacion de empleo, por ejemplo talones de cheques recientes o carta de empleo
- Si empleado por si mismo, presente papeles de income tax, recibos de cuentas, o licencia de negocio.

ADICIONALMENTE, LO SIGUIENTE ES REQUERIDO:

1. Debe mantener electricidad en su casa durante el programa.
2. Si su equipo requiere linea telefonica donde su equipo electronico se conectara, **no puede tener**
   - Maquina de recibir mensajes
   - Telefonos inalambrico
   - Servicios especiales como llamada de espera, doble linea, modems de computadoras
3. Si no tiene linea telefonica en su casa, tiene que informarle a CorrectiveSolutions cuando confirme su cita de inscripcion.

COURT – ORIGINAL ● PRETRIAL SERVICES – COPY ● DEFENDANT – COPY

County of Los Angeles Probation Department
Pretrial Services Division, Electronic Monitoring Program
Assessment Report

Case Filing **Application No.:**

Filed Name	Court/Sheriff Facility	Court Date

Arrest

Booked name	Arresting Agency	Booking Number	Arrest Date

Case Number **Charge** **Level Description**

Defendant Information

Sex	Race	Birthdate	Age		SS Number
Address Telephone ( )				Residence In: County: State USA:	Born Primary Language
Lives With		Relationship		ID Number Type	Expiration Date
Marital Status	How Long	Support	Children 0		
Employment/Support Status	How Long		Income 0	Education	
Employer				School	

Defendant Justice Identifies Codes/Criminal History

Main Number	CII Number	FBI Number	LAPD Number	Probation X Number

Comments

Assessment Status

Interviewed Points	Verified Points	Risk Assessment	Completion Status	Initials

Signature: _____ **Possible Enrolment Date:** _____ **Possible Completion Date:** _____

County of Los Angeles Probation Department

ELECTRONIC MONITORING PROGRAM
COURTS LIST OF EXCLUDED CHARGES

The charges listed in this document are generally excluded from participation in the Electronic Monitoring Program. However, Judicial Officers may assign participants, with charges listed in the exclusionary list, to the program when the interest of justice may be served.

HS11154	Prescribing, administering or furnishing controlled substances
HS11155	Physician surrendering controlled substance
HS11351	Possession or purchase for sale of certain specific or classified controlled substances.
HS11351.5	Possession or purchase for sale of cocaine base.
HS11352 ALL	Illegal transportation, sale, furnishing of certain specific or classified controlled substances
HS11353	Person 18 years or over using minor in sale, transportation, or giving to a minor certain specific or classified controlled substances
HS11353.5	Adult preparing to sell to minor, drugs or alcohol
HS11354 A	Person under 18 years using minor in sale, transportation, or giving to a minor certain specific or classified substances
HS11359	Marijuana possession for sale
HS11360 A	Marijuana transportation, sale or furnishing
HS11361 ALL	Marijuana person 18 years or over using minor in sale, transportation, giving to minor
HS11366	Maintaining place for selling, giving, using of certain specific or classified controlled substances
HS11366.5 B	Allowing location to be fort for sale
HS11366.6	Using fort location for sale
HS11378	Possession of controlled substances for sale
HS11378.5	Possession or purchase for sale of PCP
HS11379 - HS11379.9 ALL	Transportation, sale of controlled substances and related offenses
HS11379.5 ALL	Transportation, sale of PCP
HS11379.6 ALL	Manufacture of PCP and other controlled substances
HS11380	Soliciting minor controlled substances
HS11383 A	Possession of precursors with intent to manufacture PCP
HS11390	Cultivation of mushrooms
HS11391	Transportation of mushrooms
PC128	Perjury resulting in capital punishment
PC139A	Threat to use force upon witness or their family
PC140	Threatening witness, victim or informant
PC148 ALL	Resist, delay or obstruct public officer
PC181	Slavery
PC186.26	Criminal Street Gang
PC187 A ALL	Murder

County of Los Angeles Probation Department

ELECTRONIC MONITORING PROGRAM
COURTS LIST OF EXCLUDED CHARGES

PC189	**First or second degree murder**
PC192	Voluntary manslaughter
PC192 B	Involuntary manslaughter
PC203	Mayhem
PC205	Aggravated mayhem
PC207 ALL	Kidnapping
PC209 ALL	Kidnapping of ransom or extortion
PC210.5	False imprisonment – kidnap to evade arrest
PC211 ALL	Robbery
PC212.5 A	Robbery in an inhabited dwelling, vessel, or building if person charged with using a deadly or dangerous weapon PC12022
PC213.5	Robbery, inhabited house or trailer
PC215 ALL	Carjacking
PC217.1	Attempt to kill specified public officials
PC218	Train wrecking
PC219	Train derailing
PC220	Assault with intent to commit mayhem, rape, sodomy, oral copulation or any violation of PC264.1, 288 or 289
PC236	False imprisonment
PC240 ALL	Assault
PC241.1	Assault
PC242	Battery
PC243 ALL	Battery
PC244 ALL	Battery with chemicals
PC245 ALL	Assault with deadly weapon or force likely to produce a great bodily injury
PC246 ALL	Shooting at inhabited dwelling, building, occupied motor vehicle
PC261 ALL	Rape
PC262 ALL	Spousal rape
PC264	Rape in concert with force and violence
PC266 ALL	Enticement of female under 18 for prostitution
PC267	Abduction of person under 18 for prostitution
PC271	Desertion of child under 14
PC272	Contributing to delinquency of person under 18
PC273 A ALL	Willful cruelty of a child
PC273 D ALL	Corporal punishment of a child
PC273.5 A	Corporal injury of spouse, cohabitant of opposite sex, or mother or father of his/her child
PC285	Incest
PC286 ALL	Sodomy

County of Los Angeles Probation Department

ELECTRONIC MONITORING PROGRAM
COURTS LIST OF EXCLUDED CHARGES

PC288	Lewd or lascivious involving children
PC 288 (a) ALL	Lewd or lascivious acts upon a child under 14
PC288 A (a) ALL	Oral copulation
PC288.5	Three or more acts of substantial sexual conduct with child under 14
PC289 ALL	Penetration of foreign object
PC289.5	Rape and sodomy
PC368 ALL	GBI and mental suffering of dependent adult
PC404.6	Incitement to riot
PC405 B	Lynching
PC417 ALL	Exhibit deadly weapon
PC417.1	Exhibit firearm in presence of officer
PC417.25 ALL	Exhibit laser scope at a person threatening manner
PC417.3	Exhibit firearm in presence of vehicle occupant
PC417.4	Exhibit imitation firearm in threatening manner
PC417.6 ALL	Intentionally inflicting GBI while in the commission of PC 417, PC417.2 or PC 417.8
PC417.8	Exhibit a firearm with the intent to resist arrest
PC422	Terrorist Threats
PC451 ALL	Arson
PC452 ALL	Unlawfully causing fire
PC453 ALL	Possession of explosives or flammable matter
PC454 ALL	Arson
PC455	Attempted Arson
PC464	Burglary with explosives
PC487 C	Grand Theft Person
PC519 ALL	Extortion
PC646.9 ALL	Stalking
PC647.6	Annoying/molest child with prior felony conviction
PC653 ALL	Solicit commission of certain offenses
PC664	Any attempt of any violation on the EMO 1 List
PC667.10	Sex crimes (repeat offenders) against someone under 14
PC667.6 A	Sex conviction with prior sex conviction
PC667.6 B	Sex conviction with two or more prior sex convictions
PC667.7	GBI with prior violent felony conviction
PC667.8 A	Kidnapping to commit sex offense
PC667.8 B	Kidnapping to commit sex offense, victim under 14
PC1203.09	Violent felonies against aged
PC12021.5	Street gang crimes with firearms

PC12022 ALL	Use of firearm in commission of a felony

County of Los Angeles Probation Department

ELECTRONIC MONITORING PROGRAM
COURTS LIST OF EXCLUDED CHARGES

PC12022.4 ALL	Furnish a firearm to another of raiding and abetting another to commit a felony
PC12022.55	Intentional infliction of GBI or death by discharging firearm from vehicle
PC12022.5 ALL	Use of firearm in commission of a felony
PC12022.7	Infliction of GBI in commission of felony
PC12022.75	Administer controlled substance against victim's will
PC12022.8	Inflict GBI in commission of certain sex offenses
PC12022.85	Sexual offense with knowledge that he/she has AIDS or HIV
PC12022.9 ALL	GBI causing termination of pregnancy
PC12034 C	Personally shooting from a motor vehicle.
PC12303.1	Carrying or placing explosive on common carrier
PC12303.2	Possession of destructive devices/explosives in public places.
PC12303.3	Possession of exploding or destructive device or explosive with intent to injure
PC12308	Explosion of destructive device with intent to commit murder
PC12309	Unlawful explosion causing bodily injury
PC12310	Explosive device which causes mayhem.
PC12312	Possession of materials with intent to make destructive device or explosive.
PC12355 ALL	Booby-trap causing GBI
VC2800.1	Evading a Peace Officer
VC 2800.2	Evading a Peace Officer Reckless Driving

COMMUNITY BASED ALTERNATIVES TO CUSTODY (CBAC)
LIST OF EXCLUDED CHARGES FOR CBAC PROGRAMS - 2017
**** CONVICTIONS ONLY****

CHARGE	DESCRIPTION	Post Incarceration Consideration
136PC	Preventing /dissuade a witness from testimony	3
148.10(A)PC	Resisting a Peace Officer resulting in Death / serious Injury to Peace Officer	never
166 PC	Criminal contempt with gang injunction/domestic violence	never
186.22(A)PC	Crime of active gang member	never
186.22(B)(1)PC	Enhancement crime to benefit street gang	never
187PC	Murder	never
191.5PC	Gross vehicular manslaughter	never
192PC	Manslaughter	never
203PC	Mayhem	never
205PC	Aggravated mayhem	never
207PC	Kidnapping	never
209PC	Kidnapping with rape, robbery, ransom, or extortion	never
209.5PC	Kidnapping during a carjacking	never
211PC	Robbery	5
212PC	Robbery (home invasion)	never
215PC	Carjacking	10
220PC	Assault with intent to commit rape	never
236PC	False imprisonment	5
243(B)PC	Battery on Police Officer	3
243(C)PC	Battery on Peace Officer/emergency personnel	never
243.4PC	Sexual battery	5
245(A)(2)PC	Assault with firearm	never
245(B)PC	Assault with semi-auto firearm	never
245(C)PC	Assault on Peace Officer firearm	never
246PC	Shoot at occupied dwelling	never
246.3PC	Discharge firearm /cause Injury - Death	never
261PC	Rape	never
269 PC (All subs)	Aggravated sexual assault on a child	never
273(A)PC	Willful cruelty to child	never
286PC	Sodomy	never
288PC (All subs)	Lewd or lascivious acts with a child under 14	never
289PC	Forcible penetration by foreign object	never
290PC	Registration of sex offenders	never
311PC	Child pornography	never
314PC	Lewd or obscene conduct / indecent exposure	10
368PC	Cruelty to an adult dependent	never
405PC	Riot (County Jail only)	5
417PC	Firearms	3
422PC	Criminal threats	10
450.1PC	Battery by prisoner	never
451PC	Arson	never
487 (d)(2) PC	Grand theft of a firearm	never
626.9PC	Gun at school	10
646.9PC	Stalking	never
647.6PC	Annoying or molesting a child under 18	never
1370PC / 2684 PC	Mentally incompetent/Criminally insane	never
2800.1(A)VC	Evading arrest	5
2800.2(A)VC	Evading Peace Officer, disregard safety	10
3000.08 PC	Parole warrant - revoke parole supervision	never
3056PC	Parole violation	3
3454 (B)/3455 PC	Flash incarceration (current arrest)	never
4024.2(C)PC	Work Release failure	5
4532PC	Escape	never
20001(A)VC	Hit and run causing GBI or Death	never

Revised: May 10, 2017 (JZ)

Printed on 5/10/2017 at 9:33 AM

CHARGE	DESCRIPTION	Post Incarceration Consideration
	DOMESTIC VIOLENCE	
243(E)(1)PC	Non-cohabitating domestic violence/qualifies for Work Release if not current case	*
	*If current case - may qualify for EMP with DV review by LACO Probation personnel	*
243(f)(10) PC	Domestic violence dating relationship/qualifies for WRP if not current case	*
	*If current case - may qualify for EMP with DV review by LACO Probation personnel	*
273(D)PC	Corporal injury to child	never
273.5(A)PC	Corporal injury of spouse/cohabit - May qualify EMP with DV review by LACO Prob	**
	**If not current case, no case in 12 months approved for WRP	
273.6PC	Violation of court order to prevent domestic violence/EMP w/DV review LACO Prob	**
	**If not current case, no case in 12 months approved for WRP	
23152(a)&(b) VC	DUI Misd qualifies for WRP/three convictions in three yrs requires EMP w/BAT	conditional
23153(A) VC	Felony DUI with injury	never
23153(f) VC	DUI causing bodily injury to person other than driver	never
23175 VC	DUI with priors felony - 3+ convictions in 3yrs (high risk review by CBAC Suprvr)	conditional
	DISQUALIFYING WEAPONS CHARGES	
11370.1A HS	Possession of a controlled substance while armed W/loaded firearm	never
12020(A) PC	Unlawful carrying or possession of weapons (*known gang members only)	never
12021PC (all subs)	Possess firearm	never
12022.1 PC	Commit crime while on Bail or O.R.	never
12022.53 PC	Use of a firearm in the commission of specified felonies (sentence enhancement)	never
12022.9/.95 PC	Felony against a pregnant victim/child death	never
12023 PC	Carry a loaded firearm intent to commit assault	never
12024 PC	Deadly weapon intent assault	never
12025 PC (all subs)	Carry a concealed weapon	never
12028.5 PC	Weapons at the scene of domestic violence	never
12031 PC (all subs)	Carry loaded firearm in vehicle /public place /public street	never
12040 PC	Criminal possession of firearm while wearing a mask	never
12070 PC	Illegal sale of firearms	never
12280 PC	Possession of assault weapon	never
12303 PC (all subs)	Possession of destructive device	never
12308 PC	Use of destructive device with intent to commit murder	never
12309 PC	Use destructive device causing GBI/Death	never
12310 PC	Use destructive device causing Death	never
12312 PC	Possession of materials w/intent to make a destructive device	never
12316 PC	Gang injunction - possession of ammunition	never
12355(a)&(b) PC	Bobby trap assembly/possession with intent	never
12590 PC (all subs)	Picketing with firearm	never
25850(A)&(C) PC	Carry a loaded firearm	never
	NEW WEAPONS LAWS	
17500 PC	Deadly weapon intent to assault	never
17510(a) PC	Carry a concealed /loaded firearm while picketing	never
18250 PC	Weapons at scene of domestic violence	never
18710/20 PC	Possession of assault weapon/materials to make destructive device	never
18715/25 PC	Placing a destructive device/transport a destructive device	never
18740/45 PC	Use of destructive device	never
18750/55 PC	Use of destructive device causing GBI/Death	never
19100 PC	Carry concealed explosive	never
20110 PC	Bobby trap assembly/possession with intent to commit assault	never
23920 PC	Possession of an altered firearm	never
25300 PC	Criminal possession of firearm while wearing a mask	never
25400 PC (all subs)	Carry a concealed weapon	never
25800 (A) PC	Use of a firearm in the commission of a felony	never
25850 PC (all subs)	Carry loaded firearm /vehicle/ public place or on public street	never
26350 PC (all subs)	Openly carry unloaded gun on person/veh/public place (*discretionary review)	*
26500 PC	Illegal sale of firearm	never

Revised: May 10, 2017 (JZ)

Printed on 5/10/2017 at 9:33 AM

CHARGE	DESCRIPTION	Post Incarceration Consideration
27235 PC	Concealed firearm	never
29800 (b) PC	Possess firearm adult court conviction while minor	never
29815(a) PC	Possession of firearm/probation violation	never
29900 (a)&(b) PC	Possession firearm violent felon/adult conviction while minor	never
30305 PC	Possession ammunition by felon/gang member	never
30605 PC (all subs)	Possession of assault weapon	never
	PRIOR CONVICTION ENHANCEMENTS	
667.5PC	Prior imprisonment in State Prison	never
667(A)(1)PC	Prior conviction of serious or violent felony	never
1170.12(A)-(D)PC	Prior conviction of serious or violent felony	never
11353HS	Furnish minor controlled substance for use/transport	never
11370.2HS	Prior conviction of narcotic sales or possession for sales	never

The inmate must:

A. Be fully sentenced (status III)
B. Be classified with a security level 7 or below
C. All inmates are subject to discretionary review by Supervisory staff or CBAC placement committee

Note: The CBAC Placement Committee consists of the Population Management Bureau (PMB) Captain, Community Based Alternatives to Custody (CBAC)Lieutenant, and the Community Transition Unit (CTU) Lieutenant.

The inmate shall not have:

A. Any current or prior violent crimes except misdemeanor domestic violence
B. Any current or prior sex crimes
C. Any pending court dates
D. Any holds or outstanding warrants of any kind
E. Any extensive weapons violations/crimes committed with firearms
F. An extensive RAP sheet
G. Disciplinary problems
H. No current restraining orders
I. Committed any crime while in a custody facility (i.e.: 4573PC /4573.3Pc /4573.6PC)
j. A court commitment excluding program participation

NOTE: ALL INMATES ARE SUBJECT TO DISCRETIONARY REVIEW BY SUPERVISORY STAFF

Revised: May 10, 2017 (JZ)

Printed on 5/10/2017 at 9:33 AM

Application No.

County of Los Angeles Probation Department
Electronic Monitoring Program

ABSCOND NOTICE

NAME:

AGENCY / JUDGE:

INMATE/CASE NUMBER:

COURT:

OFFENSE:

DIV/DEPARTMENT:

ENROLLMENT DATE:

X NUMBER:

EXP. COMPLETION DATE:

AREA OFFICE:

COMPLETION DATE:

OFFICER / PO:

NO OF DAYS ORDERED:

Other EM Numbers

and Cases (if any):

† DEFENDANT FAILED TO RETURN HOME WITHIN HIS/HER APPROVED SCHEDULE
† DEFENDANT WHEREABOUTS ARE UNKNOWN AT THIS TIME

COMMENTS

Application No.

County of Los Angeles Probation Department
Electronic Monitoring Program

COMPLETION NOTICE

NAME:	AGENCY / JUDGE:
INMATE/CASE NUMBER:	COURT:
OFFENSE:	DIV/DEPARTMENT:
ENROLLMENT DATE:	X NUMBER:
EXP. COMPLETION DATE:	AREA OFFICE:
COMPLETION DATE:	OFFICER / PO:
NO OF DAYS ORDERED:	Other EM Numbers and Cases (if any):

ABSCOND INCIDENTS:

NON-COMPLIANCE INCIDENTS:

† REQUIRED DRUG/ALCOHOL TESTING COMPLETED

COMMENTS

Application No.

County of Los Angeles Probation Department
Electronic Monitoring Program

ENROLLMENT NOTICE

NAME:	AGENCY / JUDGE:
INMATE/CASE NUMBER:	COURT:
OFFENSE:	DIV/DEPARTMENT:
ENROLLMENT DATE:	X NUMBER:
EXP. COMPLETION DATE:	AREA OFFICE:
COMPLETION DATE:	OFFICER / PO:
NO OF DAYS ORDERED:	Other EM Numbers
	and Cases (if any):

- ↑ DEFENDANT WILL UNDERGO ELECTRONIC MONITORING
- ↑ DEFENDANT WILL UNDERGO GPS MONITORING
- ↑ DEFENDANT WILL UNDERGO BREATH ALCOHOL TESTING
- ↑ DEFENDANT WILL UNDERGO DRUG TESTING
- ↑ DEFENDANT WILL UNDERGO TRANSDERMAL ALCOHOL MONITORING

COMMENTS

Application No.

County of Los Angeles Probation Department
Electronic Monitoring Program

FAILED TO ENROLL

NAME:

AGENCY / JUDGE:

INMATE/CASE NUMBER:

COURT:

OFFENSE:

DIV/DEPARTMENT:

ENROLLMENT DATE:

X NUMBER:

EXP. COMPLETION DATE:

AREA OFFICE:

COMPLETION DATE:

OFFICER / PO:

NO OF MONTHS ORDERED:

Other EM Numbers:

NO OF DAYS ORDERED:

and Cases (if any):

DEFENDANT FAILED TO:

- ↑ KEEP HIS / HER SCHEDULED APPOINTMENT
- ↑ CONTACT CONTRACTOR MONITORING
- ↑ ENROLL BY COURT ORDERED DATE

COMMENTS

Reference Numbers Called:

Application No.

County of Los Angeles Probation Department
Electronic Monitoring Program

NON-COMPLIANCE REPORT

NAME:

INMATE/CASE NUMBER:

OFFENSE:

ENROLLMENT DATE:

EXP. COMPLETION DATE:

COMPLETION DATE:

NO OF DAYS ORDERED:

AGENCY / JUDGE:

COURT:

DIV/DEPARTMENT:

X NUMBER:

AREA OFFICE:

OFFICER / PO:

Other EM Numbers and Cases (if any):

† This NCR issue resolved

COMMENTS

Application No.

County of Los Angeles Probation Department
Electronic Monitoring Program

STATUS REPORT

NAME:

AGENCY / JUDGE:

INMATE/CASE NUMBER:

COURT:

OFFENSE:

DIV/DEPARTMENT:

ENROLLMENT DATE:

X NUMBER:

EXP. COMPLETION DATE:

AREA OFFICE:

COMPLETION DATE:

OFFICER / PO:

NO OF DAYS ORDERED:

Other EM Numbers

and Cases (if any):

COMMENTS:

Application No.

County of Los Angeles Probation Department
Electronic Monitoring Program

TERMINATION NOTICE

NAME:

AGENCY / JUDGE:

INMATE/CASE NUMBER:

COURT:

OFFENSE:

DIV/DEPARTMENT:

X NUMBER:

ENROLLMENT DATE:

EXP. COMPLETION DATE:

AREA OFFICE:

COMPLETION DATE:

OFFICER / PO:

NO OF DAYS ORDERED:

Other EM Numbers

and Cases (if any):

ABSCOND INCIDENTS:

NON-COMPLIANCE INCIDENTS:

CLIENT WAS TERMINATED:

↑ AS ORDERED BY THE COURT

↑ AS ORDERED BY THE SHERIFF'S DEPARTMENT

EFFECTIVE (DATE / TIME): 08/04/2011

COMMENTS

COUNTY OF LOS ANGELES PROBATION DEPARTMENT
ELECTRONIC MONITORING PROGRAM
PARTICIPANT CONTRACT

You have been placed in the Los Angeles County Electronic Monitoring Program (EMP) as an alternative to incarceration. This program uses technology to alert a central monitoring station each time you leave and enter your home, or test positive for the consumption of alcohol. The computer will also report tampering with the equipment, power outages, and loss of phone service.

On the day you begin the program, a transmitter will be fitted to your ankle and a reporting unit will be installed on your telephone. Additional equipment may be necessary if enhanced monitoring is required. This equipment can be removed only after you complete the program, unless other direction is received from the Court.

While on the electronic monitoring program or "house arrest," you are required to remain inside your home except for activities authorized by the Court, Sheriff's Dept., or Probation. It is expected that you will have full-time employment, unless prohibited by your Probation Officer, the Sheriff's Dept., or the Court. Employment must be verified in writing by someone in a supervisory position. In addition, all timecards and paycheck stubs must be submitted as further verification of employment.

At the time of enrollment, a Case Manager will establish a schedule based on your permitted activities such as employment, counseling, drug or alcohol abuse treatment, and any other permitted activities. All overtime or other schedule changes require a Case Manager's approval at least 24 hours in advance. Consideration will be given to same day requests in order to ensure compliance and successful completion of the program. Your Case Manager will also establish scheduled mandatory compliance meetings that you will have to attend at the Contractor's branch office. At these meetings, you will be required to provide documentation for all outside activities.

PROGRAM COMPLIANCE

Participation in the program is voluntary. You should be advised that once you have been enrolled in EMP, section 1203.016 of the California Penal Code states that you can be taken into custody to serve the balance of you sentence for any of the following reasons:

A. Failure to follow program rules and/or regulations (including providing all required documentation).
B. Failure of the equipment to perform for any reason which results in the inability to monitor you effectively.
C. Any negative behavior resulting in the Court or Probation Officer's belief that you may not complete the program successfully.

*Client Initials*_____

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If you willfully leave your residence without authorization or fail to return to your residence at the prescribed time, you can be prosecuted for escape under Penal Code section 4532.

A Non Compliance Report will be sent to the Court and/or Probation Officer for any program violation, including but not limited to:

1. Leaving the range of your monitoring equipment when you are scheduled to be at home.
2. Returning home later than your schedule allows.
3. Leaving home earlier than your schedule allows.
4. Missing scheduled appointments with your case manager.
5. Failing to provide acceptable verification of work and other Court/Probation authorized activities.
6. Failing to answer all telephone calls when present at your residence.
7. Failing to maintain electrical power either by unplugging the equipment or neglecting to pay the electricity bill.
8. Failing to maintain telephone/cellular service for any reason.
9. Failing to remove custom features from your telephone line, such as call waiting, call forwarding, answering machine voicemail, etc…
10. Refusing to perform alcohol or drug tests as required by the Court/Probation or testing positive for either alcohol or drugs.
11. If Breath Alcohol Testing (BAT) equipment is installed, failing to blow into the unit and transmit a picture when instructed by the monitoring center.
12. Failing to comply with any additional conditions set by the Court or the Probation Officer.
13. Tampering with or attempting to remove the ankle transmitter.
14. Tampering with or damaging any part of the electronic monitoring equipment.
15. Using - illegal drugs while on the program.
16. Possession of any weapons while on the program.

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PROGRAM EQUIPMENT

The transmitter fitted to your ankle, the in-home monitor attached to your telephone line, and any other equipment given to you by Contractor's Offender Services is your responsibility.

The ankle strap and transmitter are water resistant and lightweight. It must be worn under your sock, which should not interfere with your normal activities. You can shower while on the program, however, you should not submerge the transmitter in a bathtub, spa or pool.

The in-home unit is connected to the phone and electricity lines in your residence in a fashion similar to an answering machine. This unit transmits a signal through the telephone lines via a (800) phone number. You will not be charged for these calls.

This unit does not have audio recording capabilities and will not monitor your phone conversations. If you unplug either the power cord or the phone line, a Non-Compliance Report will be sent to the Court/Probation Dept. Upon program completion you must return all monitoring equipment to the Contractor's office.

*Client Initials*_____

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PROGRAM SCHEDULES

Your curfew schedule is set by your Case Manager based on your work schedule and other permitted activities. All requests for schedule changes must be handled by a case manager. Schedule changes can only be made by phone ***Monday through Friday from 10:00am to 4:00pm, 24 hours in advance.*** *It is your responsibility to plan your approved activities in advance so that last minute schedule changes do not occur.*

In the event of a medical emergency, it is your responsibility to notify your Case Manager of the situation during regular business hours. ***For medical emergencies that occur after business hours, call the 24-hour toll free number (800) 551-4911.*** *You will be responsible for providing written proof of the emergency to your Case Manager the following business day. You will remain in violation of the program rules until proof of any time away is received.*

DRIVING PRIVILEGES

If you are driving a vehicle while on the program, you will be required to provide a valid driver's license at the time of your enrollment in the program. A participant whose license has been suspended or revoked should not operate a motor vehicle. If you are observed driving at any time while on the program, a Non-Compliance report will be sent immediately to the Court or Probation Dept., which may result in termination from the program.

CLIENT GRIEVANCE PROCEDURE

If you have any questions about your treatment while on the program, you may appeal in writing to the Branch Manager. If no solution is reached at this level, you may submit your grievance to the Contractor's Offender Services, Program Manager. Any further complaints must be submitted in writing to the Los Angeles County Probation Department Program Manager, Curtisa Taylor, 12021 S. Wilmington Ave., Bldg. 18, STE B001A, Los Angeles, CA 90059.

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CLIENT AGREEMENT

1. *I agree not to bring my children or any children into the Contractor's office during my visits with my case manager.*

2. *I agree to admit any person or agent designated by the correctional administrator into my residence at any time for purposes of verifying my compliance with conditions of home detention.*

3. *I agree to remain within the interior premises of my residence at all times, except for the days I work, or to keep appointments for which I have received permission in advance. Any changes in employment schedule, scheduled activities, or requests for appointments will require at least 24 hour advance notice to Contractor's staff. All schedule changes must be requested during the hours of 10:00am and 4:00pm. Monday through Friday.*

4. *I agree to the use of electronic monitoring or supervising devices for the purpose of helping to very my compliance with the rules and regulations of the home detention program. The devices shall not be used to eavesdrop or record any conversation, except a conversation between me and the person supervising me, which is to be used solely for the purpose of voice identification.*

5. *I agree that the Correctional Administrator/Probation Officer may, without further order of the court, immediately retake me into custody to serve the balance of my sentence for any of the following reasons: A) Electronic monitoring or supervising devices are unable for any reason to perform their function at my designated place of home detention. B) If I for any reason no longer meet the established criteria for program participation. C) If I give the Court or Probation Dept. reason to believe that I would not complete the program successfully.*

6. *I understand that it will be necessary for monitoring devices to be installed on my telephone. I agree to maintain telephone services to my designated place of home detention while on the program. I understand that cordless telephones, call waiting, call forwarding and answering machines on the line being used for monitoring are prohibited while I am on the program and I agree to comply with this regulation.*

7. *I agree to respond to all telephone calls generated from the Electronic Monitoring Program staff and monitoring equipment when I am at home regardless of the time of day or night. Failure to respond to phone calls will result in a Non-Compliance Report.*

8. *I agree to maintain service to my designated place of home detention while on the program. I understand that generators or battery-powered devices are not acceptable and I agree to comply with this condition.*

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9. I agree to attend regularly scheduled office meetings, at which time I will provide verification of outside activities .

10. I understand that the consumption of possession of any drugs not prescribed by a medical doctor is prohibited. I agree to comply with this condition. I understand that I may be required to submit to drug/alcohol testing for the duration of EMP.

11. I agree that I will not violate any laws while on the electronic monitoring program.

12. I agree to have all firearms that are in my designated place of home detention removed prior to my participation in the program

13. I understand that if I am returned to custody for any reason, I will not receive any accelerated release credits and may be subjected to additional loss of good/work time.

14. I understand that if I willfully fail to return to my place of home detention later than the period for which I am authorized to be away, or if I make unauthorized departures, I could be prosecuted for escape under Penal Code section 4532, which can carry a sentence of up to six consecutive years in State Prison.

15. understand that if I willfully fail this program, I may be excluded from consideration for any other Community Based Alternatives to Custody Program.

Client Initials_____

PROBATION DEPARTMENT'S ELECTRONIC MONITORING (EM) PROGRAM OPERATIONAL PROCEDURES MANUAL

I have been advised that my participation in the Los Angeles County Probation Electronic Monitoring Program (EMP) is voluntary and that, if I prefer, I may serve my sentence in custody at a jail facility. The program guidelines have been explained to me and a copy given to me. I agree to comply with all program rules and regulations. I further understand that failure to follow program guidelines may result in my immediate return to custody without warrant or court order to serve the balance of my sentence.

I have read and received a copy of the aforementioned rules and regulations and agree to comply with the terms and conditions of the Electronic Monitoring Program.

_____	_____
Participant Name (Print)	*Date*
_____	_____
Participant Signature	*Date*
_____	_____
Case Manager Name	*Date*
_____	_____
Case Manager Signature	

CEMS IMPLEMENTATION REQUIREMENTS

1. CEMS Center Software and Hardware Setup:

CEMS center system environment setup, including system and hardware configuration.

2. CEMS Software and Hardware Installation:

Installation and configuration of CEMS software, hardware, and interfaces, if any.

3. Data Conversion and Migration:

Conversion and migration of data from any existing systems/databases, as specified by the Department.

4. Systems Acceptance Testing:

a. Integration Testing

Testing of CEMS system's integration with other County systems, if any, remote terminals, and all monitoring equipment.

b. User Testing

Testing by County and Contractor users of the applicable components of CEMS.

5. Transition to Operational Environment:

Transition services for cutover from the existing system/database to the CEMS operational/production environment.

6. Final Acceptance:

Contractor shall maintain CEMS in operational environment for forty-five (45) days following the cutover ("Warranty Period"). Contractor shall correct any and all deficiencies discovered during such Warranty Period before CEMS can achieve Final Acceptance and before Contractor may be paid by County for services provided hereunder.