



SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE
Purchasing Department
Joseph Thomas, Purchasing Director
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REQUEST FOR PROPOSAL
#15-0105
ELECTRONIC MONITORING SERVICE
ADDENDUM 3

October 30, 2015

In order to ensure vendors have access to complete information prior to submitting a response, Sedgwick County issues a written addendum regarding all questions and requests for clarification received. The following questions have been received to date regarding the above mentioned solicitation.

Questions and/or statements of clarification are in **bold** font, and answers to specific questions are *italicized*.

1. Page 1; Question 2, Question 32 and Question 34.

The Answer to Question 2 lists pricing for the equipment the County currently uses and the Answer to Question 32 states drug testing equipment will be used if needed as an addition service with GPS and the Answer to Question 34 states the only drug vendors will test for is alcohol consumption. We need clarification on several aspects of the answers to the questions pertaining to the new contract resulting from this solicitation.

- a. Please clarify if the County requires alcohol monitoring with RF and alcohol monitoring with GPS monitoring capability.**

Answer: The transdermal alcohol monitoring is only needed for GPS.

- b. Please clarify if the County requires transdermal alcohol monitoring equipment.**

Answer: County requires transdermal alcohol detection equipment or similar equipment that can detect offender's use of alcohol.

- c. Please clarify if breath alcohol monitoring equipment is acceptable in lieu of or in addition to transdermal alcohol monitoring equipment.**

Answer: Yes, if random alcohol detection or testing is available, such as alcohol monitoring equipment that the offender can use or provide tests through on a random basis. Equipment should have some type of tamper proof ability. Please include detailed information on any alcohol testing equipment that will not be attached to the GPS monitoring devices.

2. Page 1; Question 2.

Please clarify if the County requires vendors to offer a two-piece GPS monitoring device in addition to a one-piece GPS monitoring device.

Answer: A two piece or one piece GPS device is optional. Please provide any and all types of equipment that will be available for use in the RFP. The one and two piece option is just what is currently being offered by the current vendor and should not be all inclusive.

3. Page 2; Question 12.

The response indicates the current agreement with BI was attached/added to the Q&A document, but there was not an attachment. Please provide a copy of the current agreement.

Answer: Please see attachment

4. Page 3; Question 22a.

Because labor costs factor heavily into the per diem vendors will charge the County and offenders, we need clarification on several aspects of the Answer to the Question.

- a. Please identify which of the DOC programs will require the vendor to provide installation and removal service for the new contract.**

Answer: All DOC agencies would like to have the vendor provide installation. If this is an issue regarding cost, then please provide pricing for vendor setup and pricing for DOC personnel to install. If vendor installation is optional, then describe how equipment will be stored or maintained if DOC staff is providing the installation. Shelving costs, etc.

- b. Please clarify if all of the offenders in the program(s) requiring equipment installation/removal services will have equipment installed and removed in the same location, such as the office space the County is willing to provide to the vendor.**

Answer: The equipment will not be installed at the same location. Drug Court/Pretrial, Adult Intensive Supervision Probation, Juvenile Field Services, Adult Residential Facility, and the Juvenile Detention Facility.

- c. Please provide the weekly average number of installations local vendors currently provide the designated DOC program(s).**

Answer: This information is not tracked. Local vendors are mostly used with Drug Court/Pretrial services at this time. Since the RFP was sent they have had 67 GPS clients working with local vendors. The other programs do not track clients being monitored by local vendors.

5. Page 8; Question 72.

A vendor asked two questions, but it is unclear if the County's "yes" response is to the first question asking if inmates are released on electronic monitoring during overnight hours, weekends and holidays or if the County's "yes" answer is that inmates are released only during the County's standard business hours.

- a. Please clarify if offenders are released 24 hours a day, seven days per week and the vendor is required to install electronic monitoring equipment on the offenders within a certain timeframe.**

Answer: All monitoring setups will be during regular business hours of 8-5pm, Monday – Friday, Excluding weekends and holidays.

- b. Please clarify if the County has a preferred timeframe for how quickly the vendor must install equipment on the offender after receiving notification.**

Answer: Preferred hookup time would be within 48 hours.

6. Page 8; Question 81.

The County states it prefers to award the contract resulting from this solicitation to a single vendor, but it may be in the County's best interest to make multiple awards. If the County determines a single award is in its best interest, please clarify:

- a. If the DOC programs using a local vendor(s) for equipment and services will be rolled into the auspices of the new contract.**

Answer: If awarded the contract, then all clients will be referred to the contracted vendor moving forward.

- b. **If so, please provide the estimated number of offenders this adds to the volume of offenders for each type of equipment (RF, GPS and alcohol) listed in the Q&A document.**

Answer: The only program that tracks clients with local vendors is Pretrial/Drug Court. They currently have 67 clients working with local vendors for GPS. All other programs use BI and do not track clients working with local vendors.

7. **Page 8, question #72; please verify the answer to both questions. “Yes” to release overnight, holidays and weekends, OR “Yes” to just while county court officials are open.**

Answer: Releases are completed 24/7 but monitoring setup will only be during regular business hours, 8-5pm, Monday-Friday, excluding weekends and holidays.

8. **Please verify question #80 about providing office space. The answer refers to # 61, although # 49 answered “yes, county will provide office for the awarded vendor to perform enrollments, installations and de-installations.**

Answer: There will be a space available at each location for use of installation and removal. There hasn't been any discussion as to if the space would be available for the vendor to work from full-time.

Firms interested in submitting a proposal, must respond with complete information and **deliver on or before 1:45 p.m. CDT, Tuesday, November 10, 2015.** Late proposals will not be accepted and will not receive consideration for final award.

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE PROPOSAL RESPONSE PAGE



Kara Kingsley
Purchasing Agent

DAY REPORTING CENTER AND SERVICES AGREEMENT

**by and between:
SEDGWICK COUNTY, KANSAS
and
BI INCORPORATED**

THIS AGREEMENT made and entered into this 24th day of August, 2011, by and between Sedgwick County, Kansas, hereinafter referred to as "County," and BI Incorporated, a Colorado corporation registered and authorized to conduct business in the State of Kansas, hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, County desires to select a qualified firm to provide a Day Reporting Center (DRC) in Sedgwick County that will provide highly structured non-residential programs of monitoring, intervention, supervision and programming to clients in need of structure and case management and for rehabilitation and to reduce jail overcrowding; and

WHEREAS, pursuant to a request by County (RFP 11-0014), Contractor has submitted a proposal Response to provide the DRC and services; and

WHEREAS, County desires to engage Contractor to perform said services; and

WHEREAS, County and Contractor desire to state the terms and conditions under which Contractor will provide said services.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

1. **Purpose.** Contractor will provide those Day Reporting Center and Services as detailed in **Appendix B** (Statement of Work) and as requested by County in its RFP 11-0014, and as detailed in Contractor's Response to RFP 11-0014 dated April 15, 2011, all of which are incorporated herein as part of this Agreement and hereafter referred to as "Services." The parties agree that Contractor will perform said Services as an independent contractor. The parties further agree that Contractor and this Agreement shall be monitored by the Sedgwick County Department of Corrections ("Corrections") as set forth in the current Corrections' Policy & Procedures Manual Policy No. 1.410, attached and incorporated herein as **Appendix D**. Time is of the essence in Contractor's performance of Services.
2. **Term.** The term of this contract shall be from July 1, 2011 through June 30, 2012 with four (4) one (1) year options to renew, in the discretion of County.
3. **Compensation.** The amount to be paid to Contractor by County and Contractor agrees to accept from County as compensation for performance of Services and this Agreement is set forth in **Appendix B**.

4. **Notification.** Notifications required pursuant to this contract shall be made in writing and mailed to the following addresses. Such notification shall be deemed complete upon mailing.

County: Sedgwick County Department of Corrections
Attn: Contract Notification
700 S. Hydraulic
Wichita, KS 67211

and

Sedgwick County Counselor's Office
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, KS 67203-3790
(316) 660-9340

Contractor: BI Incorporated
Attn: Contract Notification
6400 Lookout Road
Boulder, CO 80301
Phone: (303) 218-1000
Fax: (303) 218-1250

5. **Termination of Contract.**

(a) Termination for Breach or Default. Either Party may immediately terminate this Agreement, by giving written notice of termination to the other, upon the occurrence of any of the following events:

(1) A Party breaches any of its material obligations under this Agreement and does not cure the breach within thirty (30) calendar days (or such other time period, as may be reasonably agreed by the Parties under the circumstances) after the non-breaching Party gives written notice describing the breach in reasonable detail.

(2) A Party dissolves or liquidates or otherwise discontinues substantially all of its business operations, ceases to carry on business as a going concern, becomes the object of voluntary or involuntary bankruptcy or liquidation, or a receiver is appointed with respect to a substantial part of its assets.

(3) County fails to pay to Contractor, within forty-five (45) calendar days after Contractor makes written demand therefore through the invoice process, any past-due amount payable under this Agreement that is not the subject of a good faith dispute.

(4) Contractor engages in fraud, criminal conduct, or willful misconduct, or breaches the confidentiality obligations under this Agreement.

(5) In the event of termination, such information prepared by Contractor to carry out this contract, including data, studies, surveys, records, drawings, maps and reports shall, at the option of County, become the property of the County and be immediately turned over to the County. Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

(6) Notwithstanding the above, Contractor shall not be relieved of liability to County by virtue of any breach of this contract by Contractor and County may withhold any payments to Contractor for the purpose of set off until such time as the exact amount of damages due County from Contractor are determined.

(b) Termination for Convenience. Notwithstanding any other provision of this agreement, County may terminate this Agreement for any reason if it determines in its sole discretion that such termination is in its best interest. In such event, County shall provide written notice to Contractor and termination shall be effective no earlier than sixty (60) days from the date and time specified therein. This Agreement shall terminate as of that date. In the event of such termination for convenience, Contractor shall be paid for all Services provided and applicable expenses incurred through the date of such termination which are not the subject of a good faith dispute.

(c) Payment Calculation upon Termination. In the event either party announces an intention to terminate this contract, the other party shall not incur new obligations for the terminated portion after the effective date of the termination and shall cancel as many outstanding obligations as possible. In the event of termination under this agreement by either party, any amount owed Contractor will be calculated based solely upon the fair value to the County provided by Contractor to the point of termination. In the event of Termination, County will only pay Contractor the value of such Contractor's work to the point of termination which remains usable by County. In no event after termination will Contractor be entitled to an amount in excess of the maximum contract amount.

(d) Payment Refunded Upon Termination. In the event of termination under this agreement by County, County shall be entitled to refund of a prorated amount of the fees prepaid to Contractor under this Agreement, calculated upon the date the termination is effective.

6. ***Incorporation of Appendices.*** The parties agree the following are attached to the Agreement and made part hereof as if fully set out herein:

Appendix A (General Contractual Provisions);
Appendix B (Statement of Work);
Appendix C (Compensation);
RFP 11-0014 and Contractor's Response to County's RFP 11-0014 (dated April 15, 2011);
HIPAA Privacy and Security Rule Business Associate Addendum;
Contractor's Exacutrack Service Agreement and Exhibit A;
Contractor's Monitoring Service Agreement;
Corrections' Policy & Procedures Manual Policy No. 1.410;
Criminal History/Background Check Certification

7. **Indemnification.** Contractor agrees and covenants that it will hold and save harmless and indemnify County, its elected and appointed officials, officers, agents, servants, employees, volunteers and others working on behalf of County, from and against any and all third party claims, demands, loss, or lawsuits, including all costs associated therewith, for any damages, expenses, costs and liabilities that may be awarded by final judgment of a court of competent jurisdiction in the United States, against County or Contractor by reason of bodily injury and/or death, and/or tangible property damages, which arises in connection with the work to be performed hereunder by Contractor or of any employee or agent of Contractor, to the degree such indemnification is allowed by law, except to the extent attributable to the acts or omissions of the indemnified party. The foregoing indemnifications will be provided only if County promptly provides Contractor with written notice of any covered claim and County allows Contractor the opportunity to control the defense and any related settlement negotiations, with full cooperation of County.

8. **Governing Law.** This contract shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this contract will be brought before a court of competent jurisdiction in the State of Kansas.

9. **Insurance.** Contractor agrees to maintain the following minimum limits of insurance coverage throughout the term of this agreement:

Worker's Compensation:	
Applicable State Statutory Employer's Liability	
Employer's Liability Insurance:	\$500,000.00
Contractor's Liability Insurance:	
Form of insurance shall be by a Comprehensive General Liability and Comprehensive Automobile Liability	
Bodily Injury:	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
Property Damage:	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
Personal Injury:	
Each Person Aggregate	\$500,000.00
General Aggregate	\$500,000.00
Automobile Liability : Owned, Non-owned, and Hired:	
Bodily Injury Each Person	\$500,000.00
Bodily Injury Each Occurrence	\$500,000.00

Liability insurance coverage indicated above must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, employer's liability and workers compensation, which shall be delivered to the Office of the Sedgwick County Counselor prior to the start of work in order to review compliance with this Section. Said certificate shall contain a provision that coverage afforded under the policies will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas. It is the responsibility of Contractor to ensure that any and all approved subcontractors meet the minimum insurance requirements.

10. **Entire Agreement.** This agreement and the Appendices in Provision No. 6 attached hereto, contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor of any force or effect.

11. **Authority.** Each person executing this Agreement represents and warrants that he or she is duly authorized to do so on behalf of the entity that is a party hereto.

Witness our signatures the day and year first above written.

SEDGWICK COUNTY, KANSAS

for Joseph E. Thomas
IRIS BAKER, Purchasing Director*

ATTEST:

Kelly Arnold
KELLY ARNOLD, County Clerk



APPROVED AS TO FORM:

Bill H. Raymond
BILL H. RAYMOND
Assistant County Counselor

BI INCORPORATED

Michael Pharris
Name: Michael Pharris
Title: Assistant Controller

APPENDIX A

GENERAL CONTRACT PROVISIONS

1. AUTHORITY TO CONTRACT.

a. **Affirmation of Legal Authority.** Contractor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the signing of this contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.

b. **Required Documentation.** Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.

2. INDEPENDENT CONTRACTOR RELATIONSHIP.

It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor and employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, and employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor.

3. PERSONNEL.

a. **Qualified Personnel.** Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any other contractual relationship with County. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this contract.

b. **Minimum Wages.** Contractor will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.

c. **Employee Conflict of Interest.** Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

d. **Contractor's Safeguard.** The parties to this agreement recognize that entities or persons providing government-funded services to the public are the subject of public scrutiny. Consequently, by entering into this agreement Contractor assumes an affirmative and ongoing duty during the pendency of this contract to maintain compliance with requirements set forth herein. Such compliance require the use of criminal or other legal background checks upon personnel or agents providing services pursuant to this agreement, or administering the funds conveyed under this agreement.

4. **PROHIBITION OF CONFLICTS OF INTEREST.**

a. **Interest of Public Officials and Others.** No officer or employee of County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of County or any member of its governing body or other public official have any interest, direct or indirect, in this contract or the proceeds thereof.

b. **Interest of Contractor.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

c. **Employee Conflicts.** Situations in which 1) an employee of the County shall also be an employee of Contractor at time of agreement, 2) an employee of Contractor seeks additional/alternate employment with County during pendency of agreement, or 3) an employee of County seeks additional/alternate employment with Contractor during pendency of agreement, shall require written notice to the County at the addresses listed in the Agreement. The County shall make every effort to assure that such employees do not have any authority to approve 1) grant funds, 2) agreements, or 3) affiliate status to the Contractor or Contractor's competitors.

d. **Notice to Bidders.** Requests for proposal or invitations for bid issued by Contractor to implement this contract will provide notice to prospective bidders that County's conflict of interest provision is applicable in that contractors who develop or draft specifications, requirements, statements of work and/or RFP's for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

5. **FUNDING.**

a. **Reprogramming of Funds.** It is understood and agreed that in the event the amount of funds County actually receives from the County mill levy is less than anticipated, County may decrease the total compensation and reimbursement to be paid hereunder.

b. **Inability to Perform Contract.** It is further understood and agreed that in the event Contractor's rate of progress on this contract is leading to underspending due to inability to provide services at planned levels, County may decrease the total compensation and reimbursement to be paid hereunder or withdraw from the agreement.

c. **Cash Basis and Budget Laws.** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of any laws of the State of Kansas.

6. **RECORDS, REPORTS AND INSPECTION.**

a. **Documentation of Costs.** All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible to both parties to this agreement.

b. **Maintenance of Records.** Except as otherwise authorized by County, Contractor shall retain such documentation for a period of three (3) years after receipt of the final expenditure report under this contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

c. **Reports.** During the term of this contract, Contractor shall furnish to County, in such form, as County may require, such statements, records, reports, data and information as County requests pertaining to matters covered by this contract. Payments to Contractor will be withheld by County if Contractor fails to provide all required reports in a timely and accurate manner, until such time as all reports are furnished to County. Incomplete reports may be considered a breach of this contract.

d. **Contractor's Purchasing Procedure.** Contractor certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Contractor agrees to make available a written description of its purchasing procedures if requested by County.

e. **Confidentiality.** Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

7. **METHOD OF BILLING AND PAYMENT.**

a. **Billing Procedures.** Contractor agrees that billings and payments under this contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Payment shall be made after receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by this contract.

b. **Support Documentation.** Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in this Appendix.

c. **Reimbursement Restrictions.** Payments shall be made to Contractor only for items and services provided to support the contract purpose when such items and services are specifically authorized by this agreement. County reserves the right to disallow reimbursement for any item or service billed by Contractor if County believes that such item or service was not provided to support the contract purpose or was not authorized by the contract.

d. **Pre-disbursement Requirements.** Contractor must provide to County the documentation required pursuant to this contract prior to any disbursements being made by County to Contractor.

e. **Mailing Address.** Payments shall be mailed to Contractor's address as set forth herein.

8. **LICENSES AND PERMITS.**

Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out this contract. Contractor shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation by County, in its discretion.

9. **EPA APPROVED BUILDING.**

Contractor will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the contract is under consideration for such listing by the EPA.

10. HANDICAPPED ACCESSIBILITY.

Contractor will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Contractor shall also comply with applicable requirements of the Americans With Disabilities Act (ADA) which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

11. ASSIGNMENT.

Neither this contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.

12. MODIFICATION.

This agreement may not be modified except in writing signed by the parties hereto. To provide necessary flexibility for the most effective execution of this contract, whenever both County and Contractor mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

13. SUBCONTRACTING.

None of the work or services covered by this contract shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to applicable requirements set forth in this contract and in its appendices, exhibits and amendments, if any.

14. COMPLIANCE WITH APPLICABLE LAWS.

a. **Service Standards and Procedures.** Vendor shall perform the services set forth in this contract in compliance with applicable standards and procedures specified herein which cover the specific purpose, goals and objectives of this agreement.

b. **Governing Law.** This contract shall be interpreted under and governed by the laws of the State of Kansas, without reference to its conflicts of law principles.

c. **Compliance With Law.** Contractor shall comply with all applicable local, state and federal laws and regulations, in carrying out this contract, regardless of whether those legal requirements are specifically referenced in this agreement.

15. FEDERAL DEBARMENT OR SUSPENSION.

Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the Excluded Parties List System (EPLS)

shall be excluded from Federal financial and nonfinancial assistance and benefits under Federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been placed on the Excluded Parties List System (EPLS) and any federal funding received or to be received by Sedgwick County in relation to this Agreement prohibits Sedgwick County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the EPLS, the Contractor shall notify Sedgwick County in writing of such determination within five (5) business days as set forth in the Notice provision in this Agreement. Sedgwick County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under EPLS and to notify County within the same five (5) business days, and with the County reserving the same right to terminate for breach as set forth herein.

16. DISCRIMINATION PROHIBITED

a. Pursuant to the provisions of K.S.A. 44-1030, which states that every contract for or on behalf of County or any agency of or authority created by County, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain such provisions, Contractor agrees to the following:

- (1) Contractor shall observe the provisions of the Kansas Act Against Discrimination, and the Kansas Age Discrimination in Employment Act, and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, ancestry, or age.
- (2) In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
- (3) If Contractor fails to comply the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by County.
- (4) If Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by County.

- (5) Contractor shall include the provisions of paragraphs (1) through (4) inclusively of this subsection in every subcontract or purchase order made pursuant to this Agreement, so that such provisions will be binding upon such subcontractor or vendor.
- (6) The provisions of this section shall not apply to a contract entered into by a contractor who: 1) employs fewer than four employees during the term of this contract; or 2) whose contracts with the County cumulatively total \$5,000.00 or less during the fiscal year of the County pursuant to K.S.A. 44-1031(c).

b. Contractor shall comport its performance under this contract with all pertinent provisions set out in all applicable Federal and State anti-discrimination acts and associated regulations, all as amended, including, but not limited to:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, and 45 C.F.R. Part 80);

- (1) Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e *et seq.*, and 29 C.F.R. Parts 1602, 1604, 1605, & 1606);
- (2) The Age Discrimination in Employment Act (29 U.S.C. 621 *et seq.*, and 29 C.F.R. Part 1625);
- (3) The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*, and 45 C.F.R. Parts 90 & 91);
- (4) The Americans with Disabilities Act ("ADA") (42 U.S.C. 12101 *et seq.*, 28 C.F.R. Parts 35 & 36, and 29 C.F.R. 1602, 1627, & 1630);
- (5) The Rehabilitation Act of 1973 (29 U.S.C. 794 *et seq.*, and 45 C.F.R. Parts 84 & 85);
- (6) The Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*, and K.A.R. Articles 21-30 through 21-34, 21-50, & 21-70); and
- (7) The Kansas Discrimination in Employment Act (K.S.A. 44-1110 *et seq.*), including the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*, and K.A.R. Article 21-80).

c. Contractor shall be deemed in default of this contract and it may be immediately canceled, terminated, or suspended, in whole or in part, by County if Contractor violates the applicable provisions of any of the Federal or State anti-discrimination acts identified in this section.

17. INDEMNIFICATION AGREEMENT.

Both parties hereby expressly agree and covenant that they will hold and save harmless and indemnify the other party, its officers, agents, servants and employees from liability of any nature or kind connected with the work to be performed hereunder arising out of any negligent or willful act or omission of such party or of any employee or agent of that party to the degree such indemnification is allowed by law.

18. CONFIDENTIAL INFORMATION.

The parties agree that this Agreement and the relationship it represents requires the exchange of confidential information over the course of normal business. Confidential information is information not generally known by non-party personnel, including but not limited to, the financial, marketing, and other proprietary business information. Each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except as set forth herein, and shall use reasonable efforts not to disclose such Confidential Information to any third party, subject to County's obligations under the Kansas Open Records Act (K.S.A. 45-215 et seq.).

19. WARRANTIES AND REPRESENTATIONS.

Contractor warrants and represents that it will perform any and all services hereunder in a professional and workmanlike manner in accordance with recognized industry standards.

20. NO INFERENCES REGARDING DRAFTER.

The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual Agreement regarding the same. Because of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore no presumption for or against validity or as to any interpretation hereto, based upon the identify of the drafter shall be applicable in interpreting or enforcing this Agreement.

21. SAVINGS CLAUSE.

If any particular provision of the Agreement to which this Appendix is attached, or of this Appendix or of any other Appendix that is also attached to said Agreement, or a provision of any document that is referenced by said Agreement, shall be determined to be invalid or unenforceable, that determination shall not affect the other provisions which shall be construed in all respects as if the invalid or unenforceable provision were omitted.

Appendix B Statement of Work

Contractor shall provide the following service/coverage pursuant to this agreement:

Contractor shall establish a Day Reporting Center (DRC) to provide a continuum of intense supervision, monitoring, treatment, and educational services for program participants with the objectives of reducing recidivism, decreasing the Sedgwick County Adult Detention Facility population and increasing public safety. The DRC must meet local, state, and federal guidelines and laws, as applicable. The following are the minimum requirements for the Day Reporting Center:

1. ***Day Reporting Center (DRC).*** The DRC is intended to provide alternative options for the municipal and district courts, which are designed to divert individuals from incarceration in the detention facility. The goals of the DRC are to reduce recidivism of offenders, reduce the population of the Adult Detention Facility and maintain public safety. Individuals will be court-ordered into appropriate treatment and supervision programs, and the DRC is a viable option for the municipal and district courts for the following participants:
 - a. Individuals currently sentenced on misdemeanor charges whose sentence can be modified to offer release from the Adult Detention Facility.
 - b. Individuals who commit probation violations, as an alternative to serving the maximum jail time in the Adult Detention Facility.
 - c. Individuals who have committed misdemeanor probation violations.
 - d. Individuals who have committed felony probation violations.
 - e. Individuals who have failed to appear for a probation violation hearing.
 - f. Individuals sentenced for either misdemeanor or felony charges.
 - g. Individuals sentenced for traffic violations.
 - h. Individuals sentenced by drug court.
 - i. Individuals referred by the district or municipal courts as a condition of bond.

2. ***Facility Location.***
 - a. The DRC facility (Facility) shall be located and operated in Wichita, Kansas. Contractor is responsible for locating the site, either by lease or fee ownership.

 - b. Facility shall be on a single site selected by Contractor and approved by the County. Facility should not be near or adjacent to day care centers, public parks and recreation areas, taverns or private clubs, adult entertainment facilities, public schools or residences for individuals suffering from developmental physical or mental disabilities. The facility selected by the contractor is subject to final approval by County.

- c. Contractor shall provide County with a copy of an executed lease on an approved facility sufficient to lease the facility through the term of this Agreement.
- d. Facility shall be of adequate size to accommodate the participant levels, including necessary support services and utilities. Facility should provide private counseling rooms, group meeting areas, classrooms, rest room facilities, multipurpose space, reception area, office space, conference room, and respite areas where participants can eat and/or relax. Contractor will be required to provide all Furnishings, Fixtures & Equipment to operate the facility.
- e. Facility shall conform to all applicable zoning and building codes, including Americans with Disabilities Act (ADA) requirements.
- f. Facility shall have a primary and secondary entrance providing all weather ingress/egress from two directions to publicly maintained roads.
- g. Facility shall be readily available to public transportation.
- h. Facility shall provide participant programming from 8:00 a.m. through 8:00 p.m., Monday through Friday and from 8:00 a.m. through 4:00 p.m. on Saturday. The facility will be closed on Sundays, and all state holidays as observed by state agencies. The facility will also be staffed at all other hours necessary to maintain monitoring functions. Participants will be expected to be in the DRC programming (i.e., on-site or at an approved location) per their individual treatment plan during the hours of facility operation.

As used herein, the term *approved location* shall mean

- i. the participant's employment;
 - ii. the participant's home;
 - iii. a community service site (an approved location for completion of community service hours);
 - iv. a community programming site (an approved location for receipt of needed services);
 - v. job search and related activities; and
 - vi. other approved activities per the DRC staff.
- i. Facility shall provide adequate parking for participants with their own transportation.
 - j. In the event Contractor is unable to secure an approved location for Facility, it may terminate this Agreement upon written notice to County.

3. ***Program Placement.***

- a. Courts (district courts and municipal courts) will determine which participants will be selected and referred to programming.
- b. Contractor will screen participants referred to the program for acceptability and inform Court staff of the decision for placement within three (3) business days of Contractor's receipt of a referral. Any participant placement rejections shall be reported to the appropriate Court representative for the case and to the County contract administrator.
- c. Courts will determine final programming and/or program length on an individual basis.
- d. Contractor will report any violations to the Courts, as ordered by the courts at the time of sentencing, or through general instructions by the Courts.

4. ***Program Components.*** Contractor must provide a programming curriculum to include the following:

a. ***Case Management.***

- i. Evaluation and Assessment of Participant(s)
- ii. Monitoring of Participant(s)
 - (1) Employment Verifications
 - (2) Electronic Monitoring (i.e. GPS, Ankle Bracelets)
 - (3) Office Visits

b. ***Treatment Services.***

- i. Substance Abuse Outpatient Counseling/Treatment & Relapse Prevention (alcohol and/or drug testing should be performed to detect use)
- ii. Anger and Violence Management
- iii. Cognitive Restructuring Skills
- iv. Life Skills
- v. Financial Planning and Budgeting

c. ***Reporting.***

- i. Substance Abuse Testing
- ii. Participant Progress to Courts

5. **Medical.** Contractor shall ensure that at least one staff member will be present on each shift at the site who has been trained in emergency first-aid procedures, including but not limited to cardiopulmonary resuscitation, and Contractor shall further insure that the site has first aid equipment approved by a recognized health authority available at all times. Contractor shall not deny participants access to medical services.

6. **Program Accountability.**

- a. Contractor shall provide an orientation to the program and referral to community services as needed to meet the specialized service needs of clients beyond the level provided by this contract, and/or to facilitate transition from the program to the community.
- b. Contractor shall produce and provide to County by 5:00 o'clock p.m. a roster of all active clients as of 7:00 o'clock a.m. that day.
- c. Contractor must maintain a daily attendance log that indicates arrival times of all participants.
- d. The Courts and County will work directly with Contractor to insure appropriate referrals to outside resources and monitor clients' progress and level of involvement in the program components.
- e. County may provide a contract monitor to ensure compliance with the contract, achievement of program objectives, and may provide an outside agency to review the DRC program.
- f. DRC director will provide outcome information as requested by the Courts or County in the formats they may request.

7. **Evaluation / Participant Monitoring.**

- a. The Courts shall designate contact persons to meet regularly (i.e. weekly, bi-weekly) with the DRC program director for evaluation purposes. The purpose of these meetings will be for the staff to discuss the status and progress of the participants referred to the program. Either party may specifically request such meetings at any time.
- b. The DRC shall monitor the participants activities while in the center with attendance verification, verification of appointments and counseling, treatment, job search, class attendance, etc.
- c. The DRC shall document the participants behavior, attitude, and adjustment issues and report them during routine meetings.
- d. The DRC shall maintain progress records on all participants.

8. ***Reports.***

- a. Contractor shall provide a template for the collection of data. The data shall be collected in an electronic fashion by the Contractor and delivered to the County in a manner and frequency prescribed by the County.
- b. Contractor shall provide written monthly reports to County detailing number of clients, client names, service dates, schedule of activities, and any other services provided during a given month.
- c. Contractor shall produce and provide to County by 5:00 o'clock p.m. a roster of all active clients as of 7:00 o'clock a.m. that day.

**APPENDIX C
COMPENSATION/COSTS**

BI INCORPORATED

Per Diem Pricing - Full Treatment Track - Cost is per participant

	Year 1	Year 2	Year 3	Year 4	Year 5
1-50 participants (per diem)	\$54.00	\$54.00	\$54.00	\$55.62	\$57.29
51-100 participants (per diem)	\$35.00	\$35.00	\$35.00	\$36.05	\$37.13
101-150 participants (per diem)	\$26.00	\$26.00	\$26.00	\$26.78	\$27.58
151-200 participants (per diem)	\$23.00	\$23.00	\$23.00	\$23.69	\$24.40
201-250 participants (per diem)	\$20.00	\$20.00	\$20.00	\$20.60	\$21.22
251 participants or greater (per diem)	\$20.00	\$20.00	\$20.00	\$20.60	\$21.22

The DRC Full Treatment Track is defined as a full range of applicable assessments and treatment services - with or without BI Electronic Monitoring (EM) equipment supervision.

For clients supervised with BI EM units, the per diem price includes equipment installs, services, removals, and alert monitoring by BI.

One price is paid by County contract.

Per Diem Pricing - Sanctions Track - Cost is per participant

	Year 1	Year 2	Year 3	Year 4	Year 5
1-50 participants (per diem)	\$17.00	\$17.00	\$17.00	\$17.51	\$18.04
51-100 participants (per diem)	\$16.00	\$16.00	\$16.00	\$16.48	\$16.97
101-150 participants (per diem)	\$14.00	\$14.00	\$14.00	\$14.42	\$14.85
151-200 participants (per diem)	\$12.00	\$12.00	\$12.00	\$12.36	\$12.73
201-250 participants (per diem)	\$12.00	\$12.00	\$12.00	\$12.36	\$12.73
251- participants or greater (per diem)	\$12.00	\$12.00	\$12.00	\$12.36	\$12.73

The DRC Sanctions Track is defined as 6 day per week reporting to the DRC 0 with or without BI EM equipment supervision.

For clients supervised with Bi EM units, the per diem price includes equipment installs, services, removals, and alert monitoring by BI.

One price is paid by County Contract

Per Diem Pricing - EMD Track - Cost is per participant

	Year 1	Year 2	Year 3	Year 4	Year 5
1-50 participants (per diem)	\$15.00	\$15.00	\$15.00	\$15.45	\$15.91
51-100 participants (per diem)	\$14.00	\$14.00	\$14.00	\$14.42	\$14.85
101-150 participants (per diem)	\$12.00	\$12.00	\$12.00	\$12.36	\$12.73
151-200 participants (per diem)	\$10.00	\$10.00	\$10.00	\$10.30	\$10.61
201-250 participants (per diem)	\$10.00	\$10.00	\$10.00	\$10.30	\$10.61
251 participants or greater (per diem)	\$10.00	\$10.00	\$10.00	\$10.30	\$10.61

The DRC EMD Track is defined as 1 day per week reporting to the DRC - with or without BI EM equipment supervision. For clients supervised with BI EM units, the per diem price includes equipment installs, services, removals, and alert monitoring by BI.
One price is paid by County contract.

Per Diem Pricing - Intensive Pretrial Supervision Track - Cost is per participant

	Year 1	Year 2	Year 3	Year 4	Year 5
1-50 participants (per diem)	\$19.00	\$19.00	\$19.00	\$19.57	\$20.16
51-100 participants (per diem)	\$18.00	\$18.00	\$18.00	\$18.54	\$19.10
101-150 participants (per diem)	\$16.00	\$16.00	\$16.00	\$16.48	\$16.97
151-200 participants (per diem)	\$14.00	\$14.00	\$14.00	\$14.42	\$14.85
201-250 participants (per diem)	\$14.00	\$14.00	\$14.00	\$14.42	\$14.85
251 participants or greater (per diem)	\$14.00	\$14.00	\$14.00	\$14.42	\$14.85

The Intensive Pretrial Supervision Track is defined as 6 day per week reporting to the DRC - with or without BI EM equipment supervision. For clients supervised with BI EM units, the per diem price includes equipment installs, services, removals and alert monitoring by BI.
The price includes client use of cognitive-behavioral pre-treatment curriculum at the DRC.
One price is paid by County contract.

Monitoring Devices

	Cost per day with land line phone	Available without land line phone	Option: Cost per day without land line phone
Radio Frequency Only	\$2.42	no	
Radio Frequency w/full monitoring	\$3.15	no	
Cellular RF (HomeGuard 206)		yes – cellular	\$4.99
Radio & Alcohol Monitoring			
Transdermal Alcohol Monitoring	\$6.75	yes – cellular	\$8.75
Transdermal Alcohol Mon w/RF	\$8.00	yes – cellular	\$10.00
Home breath	\$3.25	no	
Global Positioning			
1-Piece GPS Passive		yes - cellular	\$4.73*
1-Piece GPS Passive		yes - cellular	\$6.70**
1-Piece GPS Active w/RF			
1-Piece GPS Passive w/RF		yes - cellular	\$7.49***
2-Piece GPS Active		yes - cellular	\$7.49
2-Piece GPS Passive	\$6.70	no	
2-Piece GPS Active w/RF			
2-Piece GPS Passive w/RF			
Other kinds of devices (provide information)			
Telephone check-ins	\$0.49 per call		

*ET1 one point every 3 mins and data reporting rate of once every 240 minutes

** Records one point every minute, reports data every 30 minutes

***Records one point every minute, reports data every 30 minutes, AFLT every 30 minutes if GPS is unavailable

HIPAA PRIVACY AND SECURITY RULE

BUSINESS ASSOCIATE ADDENDUM OR ATTACHMENT

DEFINITIONS

- 1.1 Terms used, but not otherwise defined, in this Addendum or Attachment shall have the same meaning as those terms in the Privacy Rule, as codified in 45 CFR § 164.500, *et seq.*; and the Security Rule, as codified in 45 CFR § 162.102, *et seq.*; or as provided for in the American Recovery and Reinvestment Act of 2009 (ARRA) and regulations adopted under that act.

OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

Business Associate acknowledges the Security Provisions - Sections 164.308, 164.310, 164.312 and 164.316 of title 45, Code of Federal Regulations, and in the case of a Business Associate that obtains or creates protected health information pursuant to a written contract (or other written arrangement) described in section 164.502(e)(2) of title 45, Code of Federal Regulations, with the Covered Entity, the Business Associate may use and disclose the protected health information only if such use or disclosure is in compliance with the applicable requirement of section 164.504(e) of such title. The additional requirements of Sec. 13404 of the Health Information Technology for Economic and Clinical Health Act (HITECH) part of the American Recovery and Reinvestment Act of 2009 (ARRA), that relate to privacy and that are made with respect to the Covered Entity shall also be applicable to the Business Associate and shall be incorporated into this Agreement.

Business Associate agrees to the following:

- 2.1 *Not to Use or Disclose PHI Unless Permitted.* Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by the Addendum or Attachment or as required by law.
- 2.2 *Use Safeguards.* Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Addendum or Attachment.
- 2.3 *Mitigation of Harmful Effects.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum or Attachment.
- 2.4 *Report Inappropriate Disclosures of PHI.* Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Addendum or Attachment of which it becomes aware.

2.5 ***Compliance of Agents and Subcontractors.*** Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Addendum or Attachment to Business Associate with respect to such information.

2.6 ***Access.*** Business Associate agrees to provide access, at the request of Covered Entity, and in a reasonable time and manner, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524, if the Business Associate has Protected Health Information in a designated record set.

2.7 ***Amendments.*** Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in a reasonable time and manner, if Business Associate has protected health information in a designated record set.

2.8 ***Disclosure of Practices, Books and Records.*** Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a reasonable time and manner or as designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

2.9 ***Documentation of Disclosures.*** Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

2.10 ***Disclosures for Accounting.*** Business Associate agrees to provide to Covered Entity or an Individual, within ten (10) business days of receipt of a written request from the Covered Entity or an Individual, information collected in accordance with Section 2.9 of this Addendum or Attachment, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

PERMITTED USES AND DISCLOSURES BY ASSOCIATE

3.1 Except as otherwise limited in this Addendum or Attachment, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, Covered Entity for the purposes of the contractual relationship, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

SPECIFIC USE AND DISCLOSURE PROVISIONS

4.1 ***Management and Administration.*** Except as otherwise limited in this Addendum or Attachment, Business Associate may use Protected Health Information for the proper

management and administration of the Business Associate or to carry out the contractual or legal responsibilities of the Business Associate.

4.2 ***Required by Law or With Reasonable Assurances.*** Except as otherwise limited in this Addendum or Attachment, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

4.3 ***Data Aggregation.*** Except as otherwise limited in this Addendum or Attachment, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).

4.4 ***Violations of Law.*** Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

OBLIGATIONS OF COVERED ENTITY

5.1 ***Notice of Privacy Practices.*** Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

5.2 ***Individual Permissions and Revocations to Release PHI.*** Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

5.3 ***Restrictions on Uses and Disclosures.*** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

PERMISSIBLE REQUESTS BY COVERED ENTITY

6.1 Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. If necessary in order to meet the Business Associate's obligations under the Original Contract, the Business Associate may use or disclose protected health information for data aggregation or management and administrative activities of Business Associate.

TERM

7.1 *Term.* The Term of this Addendum or Attachment shall be effective as of date of execution of the agreement by the parties, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, has been returned to Covered Entity or, at Covered Entity's option, is destroyed, or, if it is infeasible to destroy Protected Health Information, the protections are extended to such information, in accordance with the termination provisions in this Section.

MISCELLANEOUS

8.1 A reference in this Addendum or Attachment to a section in the Privacy Rule means the section as in effect or as amended.

8.2 The Parties agree to take such action as is necessary to amend this Addendum or Attachment from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

8.3 The respective rights and obligations of Business Associate under Sections 11.1 and 11.2 of this Addendum or Attachment shall survive the termination of this Addendum.

8.4 Any ambiguity in this Addendum or Attachment shall be resolved to permit Covered Entity to comply with the Privacy Rule.

8.5 In addition to any implied indemnity or express indemnity provision in the Original Contract, Business Associate agrees to indemnify, defend and hold harmless the Covered Entity, including any employees, agents, or subcontractors against any actual and direct losses suffered by the Indemnified Party(ies) and all liability to third parties arising out of or in connection with any breach of this Addendum or from any negligent or wrongful acts or omissions, including failure to perform its obligations under the Privacy and Security Regulations, by the Business Associate or its employees, directors, officers, subcontractors, agents, or other members of its workforce. Accordingly, upon demand, the Business Associate shall reimburse the Indemnified Party(ies) for any and all actual expenses (including reasonable attorney's fees) which may be imposed upon any Indemnified Party(ies) by reason of any suit, claim, action, proceeding or demand by any third party resulting from the Business Associate's breach or other action under this Addendum or Attachment.

SECURITY RULE REQUIREMENTS

9.1 Business Associate agrees, to the extent any Protected Health Information created, received, maintained or transmitted by or in electronic media, also referred to as electronic protected health care information, as defined by 45 CFR § 160.103, that it will only create, maintain or transmit such information with appropriate safeguards in place.

Business Associate shall therefore: implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health care information; ensure that any agent, including subcontractors, to whom it provides such information shall agree to also implement reasonable and appropriate safeguards to protect the information; and report to the Covered Entity any security incident, as that term is defined by 45 CFR § 164.304, of which it becomes aware.

TERMINATION

10.1 *Termination for Cause.* Contractor agrees that if the Covered Entity determines the Contractor has violated any material term of this Addendum or Attachment, the Covered Entity may terminate the contract. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Original Contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- b. Immediately terminate the Original Contract if Business Associate has breached a material term of this Addendum or Attachment and cure is not possible; or
- c. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

EFFECT OF TERMINATION

11.1 Except as provided in paragraph 11.2, upon termination of this Addendum or Attachment, for any reason, Business Associate shall return to Covered Entity or, at the Covered Entity's option, destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

11.2 In the event that Business Associate determines that destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make destruction infeasible. Upon such notice, the Covered Entity and the Business Associate shall enter into a supplemental Addendum or Attachment which shall require the Business Associate to extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

NOTIFICATION OF BREACH

12.1 NOTIFICATION OF COVERED ENTITY BY BUSINESS ASSOCIATE. A business associate of a covered entity that accesses, maintains, retains, modifies, records, stores, destroys,

or otherwise holds, uses, or discloses unsecured protected health information shall, following the discovery of a breach of such information, notify the covered entity of such breach. Such notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the business associate to have been, accessed, acquired, or disclosed during such breach. The business associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in notification to the individual under 45 C.F.R. § 164.404(c) at the time of the required notification to the Covered Entity, or as promptly thereafter as the information is available.

12.2 BREACHES TREATED AS DISCOVERED. For purposes of this section, a breach shall be treated as discovered by the business associate as of the first day on which such breach is known to such associate (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of such associate) or should reasonably have been known to such associate (or person) to have occurred by the exercise of reasonable diligence.

12.3 TIMELINESS OF NOTIFICATION. Subject to section 12.4, all notifications required under this section shall be made without unreasonable delay and in no case later than 60 calendar days after the discovery of a breach by the business associate involved in the case of a notification required under section 11.2. The business associate involved in the case of a notification required under section 11.2, shall have the burden of demonstrating that all notifications were made as required under this part, including evidence demonstrating the necessity of any delay.

12.4 DELAY OF NOTIFICATION AUTHORIZED FOR LAW ENFORCEMENT PURPOSES. If a law enforcement official determines that a notification or notice required under this section would impede a criminal investigation or cause damage to national security, such notification or notice shall be delayed in the same manner as provided under section 164.528(a)(2) of title 45, Code of Federal Regulations, in the case of a disclosure covered under such section.

If a law enforcement official states to the business associate that any notification or notice would impede a criminal investigation or cause damage to national security, the business associate shall:

- (a) If the statement is in writing and specifies the time for which a delay is required, delay such notification or notice for the time period specified by the official; or
- (b) If the statement is made orally, document the statement, including the identity of the official making the statement, and delay the notification or notice temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in (a) is submitted during that time.

APPLICATION OF ADDITIONAL PROVISIONS

13.1 APPLICATION OF KNOWLEDGE ELEMENTS ASSOCIATED WITH CONTRACTS. Section 164.504(e)(1)(ii) of title 45, Code of Federal Regulations, shall apply to the business associate, with respect to compliance with such subsection, in the same manner that such section applies to the Covered Entity, with respect to compliance with the standards in sections 164.502(e) and 164.504(e) of such title, except that in applying such section 164.504(e)(1)(ii)

each reference to the business associate, with respect to a contract, shall be treated as a reference to the Covered Entity involved in the agreement.

13.2 APPLICATION OF CIVIL AND CRIMINAL PENALTIES. If the business associate violates any provision of subsection (a) or (b), Section 13404 of the HITECH act, the provisions of sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6), the provisions shall apply to the Business Associate with respect to such violation in the same manner as such provisions apply to a person who violates a provision of part C of title XI of such Act.

PROHIBITION ON SALE OF ELECTRONIC HEALTH RECORDS OR PROTECTED HEALTH INFORMATION.

14.1 IN GENERAL. Except as provided in section 14.2, the business associate shall not directly or indirectly receive remuneration in exchange for any protected health information of an individual unless the Covered Entity has obtained from the individual, in accordance with section 164.508 of title 45, Code of Federal Regulations, a valid authorization that includes, in accordance with such section, a specification of whether the protected health information can be further exchanged for remuneration by the entity receiving protected health information of that individual.

14.2. EXCEPTIONS. Section 14.1 shall not apply in the following cases:

- (a) The purpose of the exchange is for public health activities (as described in section 164.512(b) of title 45, Code of Federal Regulations).
- (b) The purpose of the exchange is for research (as described in sections 164.501 and 164.512(i) of title 45, Code of Federal Regulations) and the price charged reflects the costs of preparation and transmittal of the data for such purpose.
- (c) The purpose of the exchange is for the treatment of the individual, subject to any regulation that the Secretary may promulgate to prevent protected health information from inappropriate access, use, or disclosure.
- (d) The purpose of the exchange is the health care operation specifically described in subparagraph (iv) of paragraph (6) of the definition of healthcare operations in section 164.501 of title 45, Code of Federal Regulations.
- (e) The purpose of the exchange is for remuneration that is provided by the Covered Entity to the business associate for activities involving the exchange of protected health information that the business associate undertakes on behalf of and at the specific request of the Covered Entity pursuant to the business associate agreement.
- (f) The purpose of the exchange is to provide an individual with a copy of the individual's protected health information pursuant to section 164.524 of title 45, Code of Federal Regulations.
- (g) The purpose of the exchange is otherwise determined by the Secretary in regulations to be similarly necessary and appropriate as the exceptions provided in subparagraphs (a) through (f).

EXACUTRACK™ SERVICE RIDER
Between
Sedgwick County ("Agency") and BI Incorporated ("BI")

This Rider outlines the responsibilities of each party relative to the operation of an Electronic Monitoring Program utilizing the Global Positioning System.

1. DEFINITIONS

- 1.1** "Active monitoring" or "actively monitor", as used herein, means the ability to periodically receive recent location coordinates and other limited information about Clients, subject to certain limitations set forth in the Documentation.
- 1.2** "Client" means a person who is subject to Agency's electronic monitoring programs.
- 1.3** "Confidential Information" means any information which is marked, or should be reasonably understood to be, confidential, proprietary, or trade secrets of BI.
- 1.4** "Documentation" means the "BI ExacuTrack Officer's Reference Manual", the "BI ExacuTrack AT Officer's Reference Manual", and the "BI ExacuTrack One Officer's Reference Manual" which are incorporated herein by this reference and will be provided upon execution of this Agreement.
- 1.5** "Unit" or "Equipment" means:
- (1) "ExacuTrack Equipment" consisting of (a) a transmitter, (b) an ExacuTrack Tracking Unit, and (c) a base station; and/or
 - (2) "ExacuTrack AT Equipment" consisting of (a) a transmitter, (b) an ExacuTrack AT Tracking Unit, and (c) a base station; and/or
 - (3) "ExacuTrack One Equipment" consisting of an ExacuTrack One Tracking Unit. The ExacuTrack One Equipment may include one ExacuTrack One Beacon in addition to the ExacuTrack One Tracking Unit.
- 1.6** "ExacuTrack™" or "ExacuTrack™ Service" means the ExacuTrack Equipment and/or the ExacuTrack AT Equipment, and/or the ExacuTrack One Equipment, licensed software, Documentation and services described in Section 2.
- 1.7** "GPS" means global positioning satellite.
- 1.8** "Passive monitoring" or "passively monitor", as used herein, means the ability to periodically store location coordinates and other limited information about Clients for download to the System upon return to the location of the base station by placing the ExacuTrack Tracking Unit in the base station.
- 1.9** "System" means BI's ExacuTrack central monitoring computer systems that are located and maintained at BI's offices.

2. BI's SERVICES

- 2.1 ExacuTrack Service.** BI shall provide Agency access to and use of BI's ExacuTrack Service. BI's ExacuTrack Service permits the Agency to access the System using the licensed software in order to actively or passively monitor Clients with the Equipment via the GPS network.
- 2.2 Training.** BI will provide an initial training session at no cost to the Agency regarding the operation and use of the ExacuTrack Service. This training is a requirement before commencement of services under this Agreement. No login ID will be activated until and unless the assigned user has successfully completed training certified by BI. Additional training will be available in accordance with Exhibit A.
- 2.3 Agency Support.** BI will endeavor to provide Agency with answers to specific Agency support requests as related to the ExacuTrack Service. BI will supply Agency with an address for e-mail and a 1-800 toll free number for questions and or feedback.

3. EQUIPMENT

- 3.1 ExacuTrack One.** The parties agree and acknowledge that the terms of this Agreement are conditioned upon and subject to the availability of BI's ExacuTrack™ products and service. BI shall not be liable for any delay in performance due to limited availability of ExacuTrack products and service.
- 3.2 Supply.** Subject to availability of the Units, BI shall supply a sufficient quantity of Units to meet Agency's need subject to notice five (5) business days prior to shipment. Agency agrees that it shall assist BI in forecasting its Unit needs. All Units supplied by BI shall be subject to all charges set forth in Section 5 herein, as applicable. Agencies utilizing BI supplied ExacuTrack and ExacuTrack AT Units shall be entitled to receive, at no additional charge, supplies (batteries, latches, and straps) and installation kits to maintain Agency's active monitoring program. Agencies utilizing BI supplied ExacuTrack One Units shall receive, at no additional charge, a reasonable supply of batteries, latches and installation kits. Replacement of ExacuTrack One fiber optic straps and wallchargers shall be in accordance with the prices set forth on Exhibit A.
- 3.3 Freight.** As set forth on Exhibit A.

4. AGENCY'S OBLIGATIONS

Agency agrees:

- 4.1 to retain complete authority and responsibility for Client selection, enrollment and management;
- 4.2 to use ExacuTrack in accordance with the terms of this Agreement, including specifically the Documentation;
- 4.3 to perform or oversee orientation and installation of Equipment in compliance with BI policy. BI policy establishes a specifically correct method of Equipment installation. Orientation, in accordance with BI policy, establishes Equipment use guidelines;
- 4.4 to be responsible for all liaison work with the involved courts;
- 4.5 to be responsible for all follow up calls to the Clients;
- 4.6 to use a computer with Internet Explorer 5.5 or higher to access and utilize the ExacuTrack Service;
- 4.7 to verify the accuracy of its profile and notification defaults prior to enrolling any Clients;
- 4.8 to be responsible for monitoring Clients, including, but not limited to, managing alerts and reports, in accordance with the Documentation;
- 4.9 to establish policies and procedures for response to alert notifications and to respond accordingly;
- 4.10 to be responsible for the proper use, management and supervision of Equipment;
- 4.11 to refrain from sharing login ID's; and
- 4.12 to perform the functions of data entry and data storage for all Clients properly enrolled per the Documentation. The data entry function consists of the input of all required demographic, curfew, and system configuration information on each case into the System.

5. COST OF SERVICES

- 5.1 **ExacuTrack Component Charges.** For each component of a Unit provided to Agency by BI, Agency shall pay to BI an amount for each day in any given month that such component is in Agency's possession. The component charges are as set forth on Exhibit A, which is attached hereto and incorporated herein.
- 5.2 **ExacuTrack Service Charges.** For the purposes of this Agreement, an "Active Unit" is defined as a Unit that is assigned to a Client that is being monitored, regardless of whether such monitoring is active or passive. An "Active Unit Day" is defined as any day, or any portion thereof, in which there is an Active Unit. Every Active Unit is subject to a daily service charge as set forth in Exhibit A hereto. For every Active Unit Day, Agency shall pay to BI an amount based upon the daily service charge.
- 5.3 **Net 30.** BI will invoice Agency on a monthly basis for all charges incurred during the month. Payment shall be made by Agency to BI within thirty (30) days of receipt of BI's invoice. Interest on any amount which is past due shall accrue at the rate of 1-1/2% per month, or if such rate exceeds the maximum rate allowed by law, then at such maximum rate, and shall be payable on demand.
- 5.4 **Taxes.** In the event any item hereunder is found to be subject to taxation in any form, except taxes based upon net income, Agency will pay as the same respectively come due, all taxes and governmental charges of any kind whatsoever together with any interest or penalties that may at any time be lawfully assessed or levied against or with respect to such item of equipment or services. In the event Agency is tax exempt, Agency agrees to supply BI with a tax exemption certificate.

6. LIMITATION OF LIABILITY

Agency will be responsible for the proper use, management and supervision of the Equipment. Agency agrees that BI will not be liable for any damages caused by Agency's failure to fulfill these responsibilities.

- 6.1 **Disclaimer of Warranty.** EXCEPT AS SPECIFICALLY PROVIDED HEREIN, BI EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OF THE SERVICE OR EQUIPMENT FOR A PARTICULAR PURPOSE. BI EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SERVICE OR EQUIPMENT IS IMPERVIOUS TO TAMPERING. BI EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SERVICE OR EQUIPMENT IS COMPLETE, ACCURATE, RELIABLE, ERROR FREE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, THAT THE PRODUCTS AND SERVICES WILL BE CONTINUOUSLY AVAILABLE, OR THAT DATA ENTERED ARE SECURE FROM UNAUTHORIZED ACCESS.
- 6.2 **Damages.** IN NO EVENT WILL BI BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF BI HAS KNOWLEDGE OF THE POSSIBILITY OF THE POTENTIAL LOSS OR DAMAGE, IN CONNECTION WITH OR ARISING OUT OF THE PROVIDING, PERFORMANCE, OR USE OF THE SERVICE OR EQUIPMENT PROVIDED UNDER THIS AGREEMENT.
- 6.3 **Acts.** IN NO EVENT DOES BI OR AGENCY ASSUME ANY RESPONSIBILITY OR LIABILITY FOR ACTS THAT MAY BE COMMITTED BY PERSONS AND/OR CLIENTS THAT ARE SUBJECT TO

AGENCY'S ELECTRONIC MONITORING PROGRAM.

7. INDEMNIFICATION COVENANTS

- 7.1 General.** BI will indemnify Agency from and against all liability resulting from the negligence or willful misconduct of BI, its employees and agents in the providing of the services set forth herein. Agency will indemnify BI from and against all liability resulting from the negligence or willful misconduct of Agency, its employees and agents in the operation and use of the services as set forth herein.
- 7.2 Intentionally Omitted.**
- 7.3 Liability.** As used in this Agreement, the term "liability" includes but is not limited to legal fees and expenses, penalties and interest.
- 7.4 Survival.** This Section 8 shall remain in effect even if Agency has made full payment under this Agreement or this Agreement is terminated.

8. OWNERSHIP--CONFIDENTIALITY/NONDISCLOSURE OBLIGATIONS

- 8.1** BI shall retain all ownership interests in all parts of the ExacuTrack Service. All rights owned by BI that are not granted by this Agreement, including the right to derivative works, are reserved to BI. The Licensed Software, Documentation, and any and all copies thereof, whether in whole or in part, whether made by BI or anyone else, and all rights, powers and privileges which arise out of this Agreement are, and shall remain at all times, the sole and exclusive property of BI. Nothing contained in this Agreement shall be deemed to convey to Agency any title or ownership interest in the Licensed Software, Documentation and rights, powers and privileges that arise out of this Agreement. Agency shall not directly or indirectly dispute or contest the validity of BI's rights to the Licensed Software.
- 8.2** Agency further understands, acknowledges, and agrees that certain aspects of the Licensed Software are BI's trade secrets. These include, but are not limited to, the following: system design, modular program structure, system logic flow, file content, video and report format, coding techniques and routines, file handling, video screen and data entry handling, and report and/or form generation. Agency agrees to hold in confidence and not disclose to any party, other than authorized employees, the Licensed Software, Documentation or any trade secrets of BI, subject to Agency's responsibilities pursuant to the Kansas Open Records Act, K.S.A. 45-215, et.seq.
- 8.3** BI will issue Agency a login ID and a password for use in accessing the System and the specific Client information for that Agency. The confidentiality of the ExacuTrack Service and Client information is dependent upon Agency's careful control of the login ID and password. Agency agrees to maintain its password as private and confidential information and to take all reasonable measures to maintain the careful control and security of the login ID and password and the Licensed Software, and shall not allow parties, except authorized employees or contractors of the Agency, access to the Licensed Software or any of its component parts. In this regard, Agency agrees that each employee or contractor, to be authorized to work with or to have access in any way to the Licensed Software, Documentation, or trade secrets hereunder, shall agree to be bound by the confidentiality, nondisclosure, use, and copying restrictions of this Agreement. Agency agrees to notify BI immediately of the existence of any circumstances surrounding any unauthorized knowledge, possession, or use of the login ID and password, Licensed Software or any part thereof by any person or entity. BI is not responsible for breaches in security resulting from third party access to Agency's password.
- 8.4** Agency shall not itself and also shall not knowingly permit any of its employees, subcontractors, or sublicensees to alter, maintain, enhance, or otherwise modify any part of the ExacuTrack Service, other than strictly to input, access and update information relating to Clients, as permitted by this Agreement. Agency shall not reverse engineer, reverse compile, reverse assemble or do any other operation or analysis with the Service or the System or associated software, hardware, and technology that would reveal any of BI's confidential information, trade secrets, or technology.
- 8.5** Agency agrees not to make any attempt to gain any unauthorized access to any other Agency's or user's account or to the systems, networks or databases of System other than Agency's specific Client information as specifically permitted herein. Violations of the System security system are prohibited and could result in criminal and civil liability.
- 8.6** Agency shall not, and shall take all reasonable actions to cause its employees, agents and subcontractors, if any, not to, during the term of this Agreement or at any time thereafter, divulge, communicate or utilize, other than in the performance of Agency's obligations under this Agreement, any Confidential Information which Agency's or such person has acquired or may acquire, whether technical or non-technical, relating to the business and affairs of BI, including without limitation the ExacuTrack Service and related documentation subject to Agency's responsibilities pursuant to the Kansas Open Record Act, K.S.A. 45-215, et.seq.

9. FORCE MAJEURE

BI shall not be liable for any delay in the performance or nonperformance which is due to causes beyond BI's control, including, but not limited to, war, fire, floods, sabotage, civil unrest, strikes, embargoes or delays, acts of God, acts of third parties, acts of governmental authority or any agent or commission thereof, accident, breakdown of equipment, failure of third-party telecommunications services (both wireless and wire systems), differences with employees or similar or dissimilar causes beyond BI's reasonable control.

10. SOFTWARE LICENSE INDEMNIFICATION

- 10.1** BI shall indemnify Agency against the liabilities and costs arising from the infringement by the Licensed Software of any United States copyright or patent, or from the infringement of the trademark, trade secret, or unfair competition rights of a third party, provided that Agency promptly notifies BI in writing of the suit or any claim of infringement and that BI is permitted to control fully the defense and settlement of any claim or suit. Agency shall have the right, at its own expense, to appear through counsel of its own choosing.
- 10.2** BI shall have the right to settle any such claim or suit at its discretion and may procure the right to continue using the software at issue or substitute alternative substantially equivalent non-infringing software, computer programs and supporting documentation.
- 10.3** BI shall have no liability for any claim or suit based on any United States copyright or patent, or the trademark, trade secret, or unfair competition rights of a third party based on any modification done to the Licensed Software by the Agency.
- 10.4** Agency agrees to indemnify and hold BI and its employees, agents, and contractors, harmless from any and all claims of third parties resulting from or incidental to the Agency's use or operation of the Licensed Software if Agency modifies, translates, reverse engineers, decompiles, disassembles (except to the extent applicable laws specifically prohibit such restriction), or create derivative works based on the Licensed Software.

11. ASSIGNMENT OF SOFTWARE LICENSE

Agency will not assign, sublicense, or otherwise transfer any of its rights under this Agreement or the license granted hereby without prior written consent of BI.

EXHIBIT A
to the
EXACUTRACK™ SERVICE RIDER

Pursuant to Section 5 of the Agreement, the cost to Agency for the services rendered by BI is as follows:

EXACUTRACK AT CHARGES:

ExacuTrack AT Tracker & Transmitter Components Rental: \$4.49 per day per Unit provided from BI inventory.
ExacuTrack AT Base Station Component Rental: **No Charge.**
ExacuTrack AT Service: \$3.00 per day per Unit provided from BI inventory.
ExacuTrack AT Total: \$7.49 (total of ExacuTrack AT Components charges and ExacuTrack AT Service charges)

EXACUTRACK ON DEMAND CHARGES:

ExacuTrack On Demand Tracker & Transmitter Components Rental: \$3.70 per day per Unit provided from BI inventory.
ExacuTrack AT Base Station Component Rental: **No Charge.**
ExacuTrack On Demand Service: \$3.00 per day per Unit provided from BI inventory.
ExacuTrack On Demand Total: \$6.70 (total of ExacuTrack On Demand AT Components Charges and ExacuTrack AT Service charge)

EXACUTRACK ONE CHARGES:

ExacuTrack One Tracker Component Rental: \$4.00 per day per Unit provided from BI inventory.

EXACUTRACK ONE WITH 3.240.A0 NZ SERVICE:

Description: ET One - GPS Point Collection every 3 minutes, Data Transmission every 240 minutes, no AFLT, no Zone Crossing Notification.
ExacuTrack One 3.240.A0 NZ Service: \$0.73 per day per Unit provided from BI inventory.

ExacuTrack One 3.240.A0 NZ Total: \$4.73 (total of ExacuTrack One Components and ExacuTrack One 3.240.A0 NZ Service charges)

EXACUTRACK ONE WITH 1.30.A0 ZX SERVICE:

Description: ET One - GPS Point Collection every 1 minute, Data Transmission every 30 minutes, no AFLT, with Zone Crossing Notification.
ExacuTrack One 1.30.A0 ZX Service: \$2.70 per day per Unit provided from BI inventory.

ExacuTrack One 1.30.A0 ZX Total: \$6.70 (total of ExacuTrack One Components and ExacuTrack One 1.30.A0 ZX Service charges)

EXACUTRACK ONE WITH 1.30.A30 ZX SERVICE:

Description: ET One - GPS Point Collection every 1 minute, Data Transmission every 30 minutes, AFLT Collection every 30 minutes if needed, with Zone Crossing Notification.
ExacuTrack One 1.30.A30 ZX Service: \$3.49 per day per Unit provided from BI inventory.

ExacuTrack One 1.30.A30 ZX Total: \$7.49 (total of ExacuTrack One Components and ExacuTrack One 1.30.A30 ZX Service charges)

ADDITIONAL SERVICES:

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

10% No-charge ExacuTrack AT Spares: Each month hereunder, Agency is entitled to keep a quantity of ExacuTrack

AT Tracker units equal to 10% of that month's corresponding average number of actively used ExacuTrack AT Tracker units per day, in its possession at no charge (i.e.; these units are not subject to the daily rental rate while not in use). For billing purposes, the monthly 10% No-charge ExacuTrack AT Spares allowance will be calculated by multiplying 10% by the number of active ExacuTrack AT days for the month. (An active day is defined as a Unit that is active for one day.) Any inactive ExacuTrack AT days that exceed this allowance will incur a \$4.49 charge per inactive day. (An inactive day is defined as one Unit that is inactive for one day.) Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

10% No-charge ExacuTrack One Spares: Each month hereunder, Agency is entitled to keep a quantity of ExacuTrack One Tracking units equal to 10% of that month's corresponding average number of actively used ExacuTrack One Tracking units per day, in its possession at no charge (i.e.; these units are not subject to the daily rental rate while not in use). For billing purposes, the monthly 10% No-charge ExacuTrack One Spares allowance will be calculated by multiplying 10% by the number of active ExacuTrack One days for the month. (An active day is defined as a Unit that is active for one day.) Any inactive ExacuTrack One days that exceed this allowance will incur a \$4.00 charge per inactive day. (An inactive day is defined a one Unit that is inactive for one day.) Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

ExacuTrack AT Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged ExacuTrack AT Equipment. Replacement costs for ExacuTrack AT units are the following: ExacuTrack AT Base Station \$1,320.00 each; ExacuTrack AT Transmitter \$575.00 each; and ExacuTrack Active Tracking Unit \$1,095.00 each.

ExacuTrack One Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged ExacuTrack One Equipment. Replacement costs for ExacuTrack One units are the following: ExacuTrack One Beacon \$250.00 each; ExacuTrack One Tracking Unit \$1,740.00 each; ExacuTrack One fiber optic strap \$60.00 each; and ExacuTrack One wallcharger \$60.00.

MONITORING SERVICE RIDER
Between
SEDGWICK COUNTY ("AGENCY") AND BI INCORPORATED ("BI")

This Rider outlines the responsibilities of each party relative to the operation of an Electronic Monitoring Program.

1. DEFINITIONS

- 1.1 Client:** A person sentenced and subject to Agency's electronic home detention monitoring program.
- 1.2 Equipment:** BI manufactured products including, but not limited to, Field Monitoring Devices, Transmitters, Drive-BI Monitors, Alcohol Monitoring Devices, as well as third party products provided by BI.
- 1.3 Unit:** BI manufactured Field Monitoring Device ("FMD") together with a BI radio frequency transmitter ("Transmitter").
- 1.4 Supplies:** Straps, latches, and batteries for the BI Transmitter.
- 1.5 Alert Condition:** An occurrence requiring BI to provide information to Agency, as further set forth in Section 2.
- 1.6 Authorized Personnel:** Those persons selected by Agency who are authorized to enroll Clients and select or adjust Notification Options.
- 1.7 Notification Options:** Predefined parameters selected by Agency that instruct BI on how to respond to and notify Agency of an Alert Condition.

2. SERVICES AND RESPONSIBILITIES OF BI

- 2.1 Training.** BI will provide initial on-site training for Agency staff at no charge prior to the commencement of the monitoring program. The training shall be divided into classroom-type and practical hands-on instruction. Agency may choose to expand this training into additional and/or periodic training in accordance with the Additional Training terms in Exhibit A, which is attached to, and hereby made a part of, this Agreement. Actual out of pocket expenses for all additional and/or periodic training, including one BI staff person's travel, room, board, and miscellaneous expenses will be borne by Agency.
- 2.2 TotalAccess Training.** BI will provide an initial TotalAccess training session at no cost to the Agency, and Additional Training upon request in accordance with Exhibit A. All TotalAccess training sessions shall be conducted via a remote service such as web conferencing.
- 2.3 Monitoring Services.** BI will provide the following monitoring services to Agency for Agency's operation of an electronic home detention monitoring program. The monitoring services provided hereunder are specifically designed to determine, by electronic means, the presence of a person at a specified location (typically that person's place of residence).
 - 2.3.2** BI will provide notification of Alert Conditions to authorized and identified Agency staff. Alert notification will be in accordance with the Agency Notification Form.
 - 2.3.3** Alert Condition and Equipment status information for each Client will be documented and maintained by BI. Upon a Client's completion of the monitoring term, BI will archive a termination record of all monitoring data compiled during the monitoring term and will maintain this record for a period of no less than five (5) years from the date of each Client's termination. BI will maintain a Client Activity Record five (5) years from the start of the Client's monitoring term.
 - 2.3.4** BI will assume the financial responsibility of all communication charges associated with Unit and central host computer communications.

2.3.5 TotalAccess

TotalAccess is a secure and password protected application that supports the BI continuum of radio frequency, GPS, and alcohol monitoring equipment. TotalAccess is available 24 hours a day, 7 days a week, and 365 days a year from any web-enabled computer or a properly configured PDA. In TotalAccess, users are able to:

- Enroll and inactivate clients from the system,
- View and process alerts,
- View, enter and modify data including zones, schedules, and client demographics,
- Create, run, schedule, and download reports,
- Enter procedures for responding to violations and customize violation notifications, and
- Combine events to control alert notification.

Within the TotalAccess platform, users specify how they want to be notified of violations and alerts. Officers can choose to be notified via email, fax and/or page (text message) based on alert priority level and escalation procedures.

Agency shall select notification settings and procedures by completing an Agency Notification Form. Agency may receive automated notifications in the following formats, which can be delivered simultaneously or in a times escalation format: email, text to mobile device (pager, cell phone, PDA), and Fax (additional fee applies). BI won't start service until a signed Alert Notification form is received by BI.

2.4 Agency Support. BI will make reasonable efforts to provide Agency with answers to specific Agency support requests as related to the Equipment, monitoring services, and overall operation of the program.

2.5 Rental Maintenance. BI shall maintain the Equipment at its expense. Maintenance will be performed at BI's facility. Notwithstanding such obligation, unless otherwise specified in Exhibit A, Agency shall be responsible for lost or missing Equipment and/or the cost of required repairs necessitated by (i) Agency's negligence or (ii) the damage or destruction of the Equipment by parties other than BI. Agency shall also be responsible for the replacement costs of lost or missing Equipment.

3. EQUIPMENT

3.1 Supplied by BI. In the event Agency utilizes BI supplied Units and other Equipment, then BI shall supply a sufficient quantity of Units to meet Agency's need subject to forty-eight (48) hour notice prior to shipment. Agency agrees that it shall assist BI in forecasting its Unit needs. All Units or other Equipment supplied by BI shall be subject to all charges set forth in Section 6, as applicable.

Agencies utilizing BI supplied Equipment shall be entitled to receive, at no additional charge, a reasonable quantity of Supplies and a reasonable quantity of installation kits (Unit activator, lead cutter, allen driver) to maintain Agency's active monitoring program.

Inspection of Equipment. Upon providing written notice at least two (2) business days prior, BI shall have the right to enter on the premises where the Equipment may be located during normal business hours for the purpose of inspecting it, observing its use, or conducting an inventory.

3.2 Supplied by Agency. Agency may, subject to prior approval by BI, supply its own Units or equipment to be utilized hereunder. Any such Unit or item of equipment must be compatible with BI's host computer monitoring system. Units and/or equipment supplied by Agency will not be subject to the rental charges set forth in Section 6.1 and/or Section 6.2. All other charges as set forth in Section 6 are considered applicable and are payable by Agency in accordance with the terms and conditions set forth in Section 6. In no event is Agency entitled to Unit supplies (batteries, latches, and straps) if it is supplying Units and/or Equipment hereunder.

4. MONITORING SYSTEM

4.1 Description. The monitoring system utilized hereunder is an active monitoring system consisting of a Transmitter, an FMD, and BI's central host computer system. Units are issued to the Clients by the Agency. The central host computer system is located in BI's offices. The Units communicate with the host computer system through the Client's standard telephone service.

4.2 System Maintenance. Agency acknowledges that BI must perform periodic maintenance on the host computer system. During the performance of this maintenance, the system may be required to be temporarily 'off-line'. Agency will be notified in advance of any such situation.

5. AGENCY'S OBLIGATIONS. Agency agrees as follows:

5.1 to retain complete authority for Client selection and alert management;

5.2 to be responsible for all liaison work with the involved courts and/or agencies;

5.3 to provide BI with an Agency Level Notification Form signed by an authorized representative;

5.4 to identify Authorized Personnel;

5.5 to provide to BI all required Client information, including, but not limited to, assigned Equipment, demographic information, curfew schedules, and monitoring information;

5.6 to identify and make available Agency staff and/or equipment (fax, pager) for the purpose of notification by BI to Agency of alerts and Equipment status problems;

5.7 to perform or oversee orientation and installation of Equipment in compliance with BI policy. BI policy establishes a specifically correct method of Equipment installation. Orientation, in accordance with BI policy, establishes Equipment use guidelines. In the event that BI assumes liability for lost, stolen, or damaged Units, Agency will ensure that Equipment responsibility forms are signed by the Clients.

5.8 to establish an Alert Condition response policy and to respond to Alert Condition notifications in accordance with that policy;

5.9 to protect and secure Agency access codes; and

5.10 to ensure that users have completed training in access and use of the TotalAccess System.

6. COST OF SERVICES

6.1 Unit Rental Charge. For every Unit provided to Agency by BI, Agency shall pay to BI rent for each day in any given month that a Unit is in Agency's possession (the "Unit Rental Charge"). The Unit Rental Charge is as set forth on Exhibit A.

6.2 Monitoring Service Charge. For the purposes of this Agreement, an Active Unit is defined as a Unit which is assigned to a Client and is being monitored by BI (an "Active Unit"). An Active Unit Day is defined as any day, or any portion thereof, in which there is an Active Unit (an "Active Unit Day"). Every Active Unit is subject to a daily charge, the "Monitoring Service Charge", as set forth in Exhibit A. For every Active Day, Agency shall pay to BI an amount based upon the Monitoring Service Charge.

6.3 Net 30. BI will invoice Agency on a monthly basis for all charges incurred during the month. Payment shall be made by Agency to BI within thirty (30) days of receipt of BI's invoice. Interest on any amount which is past due shall accrue at the rate of 1-1/2% per month, or if such rate exceeds the maximum rate allowed by law, then at such maximum rate, and shall be payable on demand.

6.4 Taxes. In the event any item hereunder is found to be subject to taxation in any form, except taxes based upon net income, Agency will pay as the same respectively come due, all taxes and governmental charges of any kind whatsoever together with any interest or penalties that may at any time be lawfully assessed or

levied against or with respect to such item of equipment or services. In the event Agency is tax exempt, Agency agrees to supply BI with a tax exemption certificate.

7. LIMITATION OF LIABILITY

7.1 Agency will be responsible for the proper use, management and supervision of the Equipment. Agency agrees that BI will not be liable for any damages caused by Agency's failure to fulfill these responsibilities.

7.2 Disclaimer of Warranty. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, BI EXCLUDES THE WARRANTIES OF MERCHANTABILITY AND FITNESS OF THE SERVICE OR EQUIPMENT FOR A PARTICULAR PURPOSE. BI EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SERVICE OR EQUIPMENT IS IMPERVIOUS TO TAMPERING. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED.

7.3 Damages. IN NO EVENT WILL BI BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF BI HAS KNOWLEDGE OF THE POSSIBILITY OF THE POTENTIAL LOSS OR DAMAGE, IN CONNECTION WITH OR ARISING OUT OF THE PROVIDING, PERFORMANCE, OR USE OF THE SERVICE OR EQUIPMENT PROVIDED UNDER THIS AGREEMENT.

7.4 Acts. IN NO EVENT DOES BI OR AGENCY ASSUME ANY RESPONSIBILITY OR LIABILITY FOR ACTS THAT MAY BE COMMITTED BY PERSONS AND/OR CLIENTS THAT ARE SUBJECT TO AGENCY'S ELECTRONIC MONITORING PROGRAM.

8. INDEMNIFICATION COVENANTS

8.1 General. BI will indemnify Agency from and against all liability resulting from the negligence or willful misconduct of BI, its employees and agents in the providing of the services set forth herein. Agency will indemnify BI from and against all liability resulting from the negligence or willful misconduct of Agency, its employees and agents in the operation and use of the services as set forth herein.

8.2 Intentionally Omitted.

8.3 The term "liability" includes but is not limited to legal fees and expenses, penalties and interest.

8.4 This indemnification provision shall remain in effect even if (a) Agency has made full payment under this Agreement; or (b) this Agreement is terminated.

9. FORCE MAJEURE. BI shall not be liable for any delay in the performance or nonperformance which is due to causes beyond BI's control, including, but not limited to, war, fire, floods, sabotage, civil unrest, strikes, embargoes or delays, acts of God, acts of third parties, acts of governmental authority or any agent or commission thereof, accident, breakdown of equipment, telecommunications services – both wireless and wire systems, including cell phones, pagers, and the like, differences with employees or similar or dissimilar causes beyond BI's reasonable control.

EXHIBIT A
to the
MONITORING SERVICE RIDER

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

CHARGES:

Full Service -

HomeGuard® 200 Unit Rental Charge:	\$1.20	per day per Unit provided from BI inventory.
HomeGuard® 200 Monitoring Service Charge:	\$1.95	per Unit per active day.
Total HomeGuard® 200 Unit Charge:	\$3.15	per Unit per day.

ADDITIONAL SERVICES:

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

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

20% No-charge Spares: Each month hereunder, Agency is entitled to keep a quantity of HomeGuard 200 Units equal to 20% of that month's average number of Active Units per day, in its possession at no charge (i.e.; these units are not subject to the Unit Rental Charge while not in use). For any inactive HomeGuard 200 Units in excess of the 20% No-charge Spare Allowance, Agency will incur a \$1.20 charge per day/per unit. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

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

EXHIBIT B
to the
MONITORING SERVICE RIDER

OPTIONAL MONITORING SYSTEMS

OPTIONAL - ALCOHOL MONITORING DEVICE

Description

The Alcohol Monitoring Device is a remote alcohol testing system used to administer unsupervised breath tests. It measures compliance with an alcohol abstinence condition of supervision.

The hand-held device has sensors that confirm the continuous presence of the subject's face against the mask, and a voice verification process determines that only the enrolled subject actually executes the breath test.

CHARGES:

Sobriotor Unit Rental Charge:	\$1.30	per day per Unit provided from BI inventory.
Sobriotor Monitoring Service Charge:	\$1.95	per Unit per active day.
Total Sobriotor Unit Charge:	\$3.25	per Unit per day.

ADDITIONAL SERVICES:

Loss or Damage: During each year of the Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged Units equal to, but not to exceed, five percent (5%) of the average daily total number of active Units in Agency's possession. The replacement cost for BI Sobriotor Units above the five percent (5%) allowance is \$2,195.00 each.

20% No-charge Spares: Each month hereunder, Agency is entitled to keep a quantity of Units equal to 20% of that month's average number of Active Units per day, in its possession at no charge (i.e.; these units are not subject to the Unit Rental Charge while not in use). For any inactive units in excess of the 20% No-charge Spare Allowance, Agency will incur a \$1.30 charge per day/per unit. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

ADDENDUM NO. 1
HG206 HOMEGUARD DIGITAL CELL ADDENDUM
TO THE
MONITORING SERVICE RIDER

This HG206 HomeGuard Digital Cell Addendum is entered into by and between Agency and BI.

In consideration of the promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, desiring to be legally bound, hereby agree as follows:

1. The following equipment shall be added to the Agreement:

BI HG206 HomeGuard Digital Cell Unit: Enables BI's electronic monitoring services to be installed without a telephone line connected to the Client's home. Cellular telephone service must be available within the Client's home.

2. The following conditions shall be added to the Agreement:

SERVICE CONDITIONS

Agency recognizes and acknowledges that information is transmitted via third-party telecommunications service providers. BI makes no representations or warranties regarding carriage of information over any communications medium not directly controlled by BI, including, but not limited to, wireless and "land-line" telecommunications services. Further, BI shall not be liable for any interruption of service or non-transfer of information due to interruptions, temporary downpage or other failure to any system that is not directly in BI's control. BI agrees to notify Agency as soon as is practicable in the event BI Equipment is not operational due to any such interruption.

3. **CHARGES:**

HG206 HomeGuard Digital Cell Unit Rental Charge: \$3.04 per day per Unit provided from BI inventory.

HG206 HomeGuard Digital Cell Monitoring Service Charge: \$1.95 per Unit per active day.

Total HG206 HomeGuard Digital Cell Unit Charge: \$4.99 per Unit, per day.

4. **ADDITIONAL SERVICES:**

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

20% No-charge Spares: Each month hereunder, Agency is entitled to keep a quantity of HG206 Units equal to 20% of that month's average number of Active Units per day, in its possession at no charge (i.e.; these units are not subject to the Unit Rental Charge while not in use). For any inactive HG206 Units in excess of the 20% No-charge Spare Allowance, Agency will incur a \$3.04 charge per day/per unit. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

ADDENDUM NO. 2
BI TAD ADDENDUM
TO THE
MONITORING SERVICE RIDER

This "BI TAD" Addendum is entered into by and between Agency and BI.

In consideration of the promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, desiring to be legally bound, hereby agree as follows:

1. **COMMERCIAL AVAILABILITY:**

The parties agree and acknowledge that the terms of this Agreement are conditioned upon and subject to the availability of BI's TAD™ products and service. BI shall not be liable for any delay in performance due to limited availability of TAD products and service.

2. The following equipment shall be added to the Agreement:

BI TAD (Transdermal Alcohol Device) Unit: Provides continuous alcohol monitoring. TAD uses transdermal technology to constantly monitor whether or not the Client has been drinking. If alcohol is detected, TAD transmits the data to a receiver in the Client's home when he or she comes within range of the receiver. The data is then transmitted to the central monitoring computer via telephone systems, and a report or alert is generated.

3. The following conditions shall be added to the Agreement in accordance with Agency requirements:

Service Conditions: Agency recognizes and acknowledges that information is transmitted via third-party telecommunications service providers. BI makes no representations or warranties regarding carriage of information over any communications medium not directly controlled by BI, including, but not limited to, wireless and "land-line" telecommunications services. Further, BI shall not be liable for any interruption of service or non-transfer of information due to interruptions, temporary downage or other failure to any system that is not directly in BI's control. BI agrees to notify Agency as soon as is practicable in the event BI Equipment is not operational due to any such interruption.

4. **CHARGES:**

TAD MONITORING CHARGES:

TAD Monitoring Unit Rental Charge: \$5.00 per Unit per day provided from BI inventory.

TAD Monitoring Unit Service Charge: \$1.75 per Unit per active day.

Total TAD Monitoring Unit Charge: \$6.75 per Unit per day.

TAD WITH RF MONITORING CHARGES:

TAD with RF Monitoring Unit Rental Charge: \$5.00 per Unit per day provided from BI inventory.

TAD with RF Monitoring Unit Service Charge: \$3.00 per Unit per active day.

Total TAD with RF Monitoring Unit Charge: \$8.00 per Unit per day.

TAD PLUS CELLULAR MONITORING CHARGES:

TAD Plus Cellular Monitoring Unit Rental Charge: \$5.00 per Unit per day provided from BI inventory.

TAD Cellular HomeBase Unit Rental Surcharge: \$2.00 per Unit per day provided from BI inventory.

TAD Plus Cellular Monitoring Unit Service Charge: \$1.75 per Unit per active day.

Total TAD Plus Cellular Monitoring Unit Charge: \$8.75 per Unit per day.

TAD PLUS CELLULAR WITH RF MONITORING CHARGES:

TAD Plus Cellular with RF Monitoring Unit Rental Charge: \$5.00 per Unit per day provided from BI inventory.

TAD Cellular HomeBase Unit Rental Surcharge: \$2.00 per Unit per day provided from BI inventory.

TAD Plus Cellular with RF Monitoring Unit Service Charge: \$3.00 per Unit per active day.

Total TAD Plus Cellular with RF Monitoring Unit Charge: \$10.00 per Unit per day.

5. ADDITIONAL SERVICES:

TAD Units 10% No-charge Spares: Each month hereunder, Agency is entitled to keep a quantity of TAD Units equal to 10% of that month's average number of Active Units per day, in its possession at no charge (i.e.; these units are not subject to the Unit Rental Charge while not in use). For any inactive TAD Units in excess of the 10% No-charge Spare Allowance, Agency will incur a \$5.00 charge per day/per unit. Following execution of this Addendum, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

TAD Units No Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Units. Replacement costs for TAD Units are the following: TAD Ankle Bracelet - \$1,750.00 each; TAD HomeBase - \$1,750.00 each; TAD Cellular HomeBase - \$1,970.00 each; and TAD fiber optic strap - \$60.00 each. Ankle Bracelet and HomeBase = TAD Complete Unit.

Cellular HomeBase Units 10% No-charge Spares: Each month hereunder, Agency is entitled to keep a quantity of Cellular HomeBase Units equal to 10% of that month's average number of Active Units per day, in its possession at no charge (i.e., these units are not subject to the Unit Rental Charge while not in use). For any inactive Cellular HomeBase Units in excess of the 10% No-charge Spare Allowance, Agency will incur a \$2.00 charge per day/per unit. Following execution of this Addendum, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

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

ADDENDUM NO. 3
TO MONITORING SERVICE RIDER
BI VoicelD / BI Self Report
powered by AnyTrax®

License Agreement

This License Agreement ("Agreement") is valid only for monitoring in the U.S.

Terms and Conditions

Agency: Sedgwick County
Street Address: 604 N. Main Street, Wichita, KS 67203
Billing Address: 604 N. Main Street, Wichita, KS 67203

B.I. Incorporated ("BI"), with a principal office located at 6400 Lookout Road, Boulder, Colorado 80301, grants to Agency this non-exclusive, non-transferable license to use BI VoicelD / BI Self Report, (the "System"), powered by AnyTrax® ("AnyTrax"), via a web browser over the Internet for the sole purpose of lawful electronic supervision of persons within the United States of America as ordered or authorized by the applicable court(s) of law or government entity(ies) for the applicable jurisdiction(s). **Agency may not allow access to the System, including any associated proprietary materials, by any party that is not subject to the terms of this Agreement.**

1. Services Provided. BI will provide Agency with the services (the "Services") as described in the accompanying Fee Schedule attached hereto as Exhibit A and Service Description attached hereto as Exhibit B, as each may be amended from time to time in accordance with paragraph 3 below.

2. Term. Unless terminated earlier as provided herein, the term of this Agreement shall run concurrent to the term of the Monitoring Service Agreement.

3. Fee Schedule. Agency will pay fees to BI according to the accompanying Fee Schedule.

4. Payment Terms. BI will invoice Agency on a monthly basis for all charges incurred during the month. Payment shall be made by Agency to BI within thirty (30) days of receipt of BI's invoice. Interest on any amount which is past due shall accrue at the rate of 1-1/2% per month, or if such rate exceeds the maximum rate allowed by law, then at such maximum rate, and shall be payable on demand.

In the event any item hereunder is found to be subject to taxation in any form, except taxes based upon net income, Agency will pay as the same respectively come due, all taxes and governmental charges of any kind whatsoever together with any interest or penalties that may at any time be lawfully assessed or levied against or with respect to such item of equipment or services. In the event Agency is tax exempt, Agency agrees to supply BI with a tax exemption certificate.

5. Proprietary and Confidential Information. BI will provide Agency with access to proprietary and confidential information, data and materials ("Confidential Information") related to the System and AnyTrax, including but not limited to training, reference and resource materials. Agency acknowledges that BI retains all rights to the System and all associated materials and that AnyTransactions, Inc. ("AnyTransactions"), the provider of AnyTrax, retains all rights to AnyTrax and all associated materials. Agency will allow access to the System and associated materials only by authorized Agency employees and will use the System only to monitor persons under Agency supervision. Agency acknowledges and agrees that, without the prior written consent of BI, it will not use any of the Confidential Information for any purpose except as otherwise permitted hereunder and shall protect the Confidential Information using the same standard of care as it uses to protect its own such information, which in any event will be no less than a reasonable standard of care, and subject to Agency's responsibilities pursuant to the Kansas Open Records Act, K.S.A. 45-215, et. seq. Upon termination of this Agreement, Agency agrees to discontinue using the System and to return or destroy all Confidential Information provided by BI under this Agreement. Agency acknowledges that its obligation to protect such materials shall continue after termination.

6. Rights to Data. Agency retains all rights to data in the System regarding monitoring of persons under Agency supervision and for which Agency has paid all applicable fees to BI. BI and AnyTransactions each retain all rights to use all such data independently, with the exception of data that explicitly identifies individual persons.

7. Warranty; Disclaimer; Limitation of Liability.

a. Each Party represents and warrants that it will comply with all applicable laws, rules and regulations, including but not limited to intellectual property laws, in connection with its use of the System pursuant to this Agreement.

b. Neither BI, AnyTransactions, nor any of either of their respective employees, directors, agents, resellers and other affiliates, shall be liable and each specifically disclaims any responsibility for i) the use of the System by or on behalf of Agency, ii) any acts of monitored persons, or iii) the operation of Internet or telephone communications used in connection with the System. EXCEPT AS PROVIDED IN SECTION 7.a ABOVE, NEITHER BI NOR ANYTRANSACTIONS MAKES, AND EACH HEREBY DISCLAIMS, ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND/OR IMPLIED, REGARDING THE SYSTEM AND SERVICES OR ANY MATERIALS PROVIDED TO AGENCY PURSUANT TO THIS AGREEMENT, WHETHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

c. IN NO EVENT WILL BI OR ANYTRANSACTIONS BE LIABLE OR RESPONSIBLE TO AGENCY FOR ANY TYPE OF INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, RESULTING FROM OR RELATED TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR EQUIPMENT, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER ARISING UNDER THEORY OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.

8. Restrictions on Use. Agency may not use, reproduce, transfer or assign the System or the Services provided hereunder without the prior written consent of BI. Agency shall not (i) modify, reverse engineer, decompile or disassemble the software related to either the System or AnyTrax or otherwise attempt to learn the source code, structure, algorithms or internal ideas underlying either the System or AnyTrax, or (ii) customize, modify, enhance or otherwise change any software related to either the System or AnyTrax without the express written consent of BI or AnyTransactions, respectively.

9. Indemnification. Each party (the "Indemnifying Party") shall, at its expense, defend, indemnify and hold the other party and its affiliates harmless from and against any losses, expenses costs, liabilities, or charges from any claims or allegations made by third parties arising out of any breach of this Agreement by, or any negligence or willful misconduct of, the Indemnifying Party or its employees, agents, contractors or clients in connection with this Agreement.

10. Access Codes. Agency will identify each of its personnel who require access to the System, and BI will provide Agency with either a) user identification codes and initial passwords for each of those personnel, or b) the ability to generate such codes and passwords. Agency is responsible for securing those user identification codes and passwords for lawful use by the Agency personnel for whom they were provided. Agency must promptly a) terminate access to the System by its personnel who should not have such access, or b) confirm written notification to BI of the need to do so. Agency must notify BI of Agency personnel who are authorized to generate (or request generation of) user identification codes and passwords, and to terminate (or request termination of) access to the System by Agency personnel.

11. Intended Third Party Beneficiary. The parties agree that AnyTransactions is an intended third party beneficiary of this Agreement; however, AnyTransactions does not maintain a separate contract nor stand in contractual privity with Agency.

12. Governing Law. This Agreement is made under and will be governed by and construed in accordance with the laws of the state of Kansas, United States of America, without giving effect to any conflict of law provisions.

13. Force Majeure. Neither party shall be liable to the other, nor shall any remedy be extended, for any failure of performance due to causes beyond that party's reasonable control, including but not limited to: acts of God, fire, explosion, lightning, flood, earthquake, tornado, meteorological, hydrological or geological conditions or other catastrophes caused thereby; any law, order, regulation, action, or request of any governmental or regulatory entity or agency, or any civil or military authority; emergencies; civil unrest, insurrections, riots, wars; unavailability of rights-of-way, third party services or materials; or strikes, lockouts, work stoppages, labor shortages or other labor difficulties; or transmission failures, telecommunication line breaks or outages, or failure of the Internet provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable

commercial efforts to correct promptly such failure or delay in performance. If such cause is not removed within 30 days either party may terminate this Agreement without liability.

14. General. This Agreement shall be binding upon the Parties hereto and their respective successors. Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Failure to exercise a right or remedy granted hereunder shall not be deemed a waiver of such right or remedy. Capitalized terms used herein, and not otherwise defined shall have the meaning as set forth in the Monitoring Service Agreement. All other terms and conditions of the Monitoring Service Agreement, except as expressly stated herein, shall remain in full force and effect. Any amendment or modification of this Agreement shall be in writing and executed by duly authorized representatives of the Parties.

Sign: Joseph E. Thomas

Date: 8-24-11

Name: Joseph E. Thomas

Title: Acting Purchasing Director
for Agency

Sign: [Signature]

Date: August 23, 2011

Name: Michael Pharris

Title: Assistant Controller
for B.I. Incorporated

Fee Schedule

Charges:

\$0.49 per Check-in including Quick Callback Check-in:

Check-in - Agency may select the number of Check-ins per Client, per day that should be made on average.

Quick Callback Check-in - Check-ins resulting from Quick Callbacks are in addition to the average number of Check-ins selected by Agency.

Additional Training Costs:

Additional remote training: From 8:00 am to 5:00 p.m. Mountain Standard Time, \$120 per hour. Minimum charge of ½ hour; thereafter-billed in fifteen minute increments. During all other hours, \$180 per hour; minimum charge of ½ hour; thereafter billed in fifteen minute increments.

Additional on-site training: \$1000.00 per day, 2 day minimum, plus actual out-of-pocket expenses for on-site training including one BI staff person's travel, room, board, and miscellaneous expenses.

Service Description

BI VoicelD, powered by AnyTrax includes:

- Daily Monitoring, via Check-ins* (random, forced, or pre-set, at home or other locations)
- Initial setup and configuration of Agency in the System, including 3 Custom Sanction/Intervention Protocol(s)
- User Accounts for Agency personnel
- Instructor-led Training for Agency personnel via Internet
- Access to System via Internet to setup and manage monitoring of Clients and to view and print reports
- Access to System toll-free telephone lines for voice print enrollment and Check-in by Clients
- Automatic scheduling of random Check-ins according to the conditions defined for each Client
- Option to enable Quick Callback feature at an additional charge. When enabled the Quick Callback feature causes the System to occasionally call a Client back within 10 minutes following a Check-in.
- Automatic notifications to designated Agency personnel when each Client becomes eligible for "step-up" or "step-down" according to the criteria defined in the applicable Sanction/Intervention Protocol(s)
- Electronic copies of System training and resource materials, and permission for Agency to make unlimited copies of those materials for internal use only by Agency personnel
- Access to all applicable service upgrades and enhancements upon general availability release

*** Each BI VoicelD powered by AnyTrax "Check-in" may include multiple phone calls as required to complete a Check-in, as follows:**

Each Random, Forced, or Ad-Hoc Check-in may include any or all of the following:

- An initial notification call by System to the Client (same day as check-in)
- At least one notification call retry, if the Client fails to check-in on time (same day as check-in)
- Up to 8 more notification retry calls, if prior attempts encounter a busy signal (same day as check-in)
- A toll-free check-in call from the Client within 10 minutes of the initial notification call
- Alert via email to the designated Agency personnel for a failed Check-in


Each Scheduled Check-in may include any or all of the following:

- A toll-free check-in call from the Client to System
- Alert via email to the designated Agency personnel/Stakeholder for a failed Check-in

Each Unscheduled Check-in includes:

- A toll-free check-in call from the Client, or on behalf of the Client, to System

CORRECTIONS POLICY NO. 1.410

 <p align="center"> SEDGWICK COUNTY DEPARTMENT OF CORRECTIONS POLICY & PROCEDURES MANUAL </p>	<p> CHAPTER: Fiscal Management </p> <p> SUBJECT: Contract Monitoring </p> <p align="center"> Division Administrator Authorization </p>	<p> POLICY NO: 1.410 </p> <p> DATE: 10/27/00 </p> <p> PAGES: 4 </p> <p> REF: KDOC 1A-ADM-124 </p>
<p> PROGRAM: ADULT FIELD </p> <p> SERVICES </p>	<p>Revision Dates: 11/02/01, 08/05/05</p>	

POLICY:

Sedgwick County Department of Corrections shall monitor all contracts with providers of direct client services to ensure successful partnerships, accountability and effective delivery of service.

DEFINITION:

As used in this policy, the term *contract* refers to a written agreement between the department and a vendor providing specified services.

APPLICATION: All programs within the Sedgwick County Department of Corrections.

PROCEDURE:

I. PHILOSOPHY

- A. Contract monitoring shall be conducted to ensure accountability in service delivery.

- B. A successful partnership between the contract monitor and the service provider has a positive impact on the service delivery to citizens.
- C. The contract monitor shall strive to build a positive working relationship with the provider by maintaining appropriate communication, focusing on early identification and timely resolution of problems including early notification of potentially serious concerns or complaints.
- D. The terms of all contracts shall require service providers to designate a liaison to work with the contract monitor.

II. FINANCIAL MONITORING

- A. The department shall designate a staff member to be responsible for the general financial oversight of the contract.
- B. The designated staff member shall be responsible for:
 - 1. Receiving all required reports and invoices from the service provider, as outlined in the contract terms.
 - 2. Distributing the service reports to the designated monitor.
 - 3. Reviewing financial reports for accuracy, understandability and compliance with contract terms.
 - 4. Conferring with the department staff designated to monitor service delivery, as necessary to ensure appropriate payment for services.
 - 5. Identifying and resolving any discrepancies with the service provider.
 - 6. Reporting any significant discrepancies to the department director, or designee.

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7. Forwarding the financial reports to the Sedgwick County Revenue Manager for processing and feedback.
8. Approval of payment for services.

III. SERVICE MONITORING

- A. The department shall designate a staff member to act as monitor and to be responsible for the ongoing monitoring of service delivery and the terms of the contract.
- B. The monitor shall be responsible for conducting a minimum of three site visits during the first year and two site visits thereafter on all contracts of \$50,000 or more, to include:
 1. An initial site visit, which will occur only during the first contract year, unless deemed warranted by the department due to changes in services or personnel or when a visit would be beneficial. The initial visit will:
 - a. occur within the first 45 days of the contract;
 - b. set the foundation for future inspections;
 - c. confirm expectations of the contract and the content of the required monthly and/or quarterly reports;
 - d. give opportunity for the monitor and liaison to meet and confer.

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2. An unscheduled site visit, which may be announced to a provider to arrange a same day visit, which will:
 - a. occur after the initial visit, but during the first half of the contract year;
 - b. notify service delivery performance
 - c. provide technical guidance

 3. A scheduled site visit, which will:
 - a. occur after the unscheduled visit, and during the second half of the contract year;
 - b. confirm any corrective actions found necessary during the unscheduled visit;
- C. The monitor may conduct visits on contracts under \$50,000 on a random basis.
- D. The monitor will document all visits and provide the service providers with a copy of all findings. A copy of the findings from the scheduled site visit will be sent to the chairperson of the service provider=s Board.

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IV. MONITORING OF OUTCOMES

A. The monitor shall be responsible for:

1. Receiving any reports from the service provider, that may be required by contract or agreement.
2. Reviewing the reports for accuracy, understandability, and compliance with contract requirements.
3. Identifying and resolving any discrepancies with the service provider.
4. Forwarding the reports to the department director, or designee. The department director, or designee, shall be responsible for reviewing the outcomes and considering them prior to contract renewal.

V. CORRECTIVE ACTION

A. The monitor will be responsible for giving written notice to the service provider of any deficiencies or areas of noncompliance with the contract terms. The notice will include, at a minimum:

1. A clear description of the problem;
2. A request for the service provider to submit a corrective action plan by a specified date;
3. An offer to meet with the service provider to confer about the proposed

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corrective action plan.

- B. Upon receipt of the corrective action plan, the monitor shall review the proposed plan for understandability and compliance with contract terms.
- C. The provider and service monitor will work in coordination to ensure reported areas of non-compliance are corrected. If those attempts are unsuccessful, or if the problem is of such a nature to cause a safety risk to clients, the monitor will notify their immediate supervisor of the problem.
- D. The supervisor shall assess the problem and determine if the department director needs to be informed and involved.
- E. Penalties to the service provider for ongoing and/or serious deficiencies may include the withholding of payment and/or cancellation of the contract, as outlined in the contract terms.

VI. COMPLAINTS

- A. All verbal or written complaints regarding the service provider and received by Sedgwick County, whether received from clients or other citizens, shall be forwarded to the monitor.

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- B. Upon receiving the complaint, the monitor shall make contact with the complainant to determine the nature of the problem, and if the complainant should be referred to the service provider for resolution.
- C. If the complainant has already sought resolution with the service provider, and/or the nature of the complaint merits department involvement, the monitor will begin an investigation within three working days and issue a report of findings to the contractor within five working days from when the investigation was begun.
- D. The monitor will inform the department director, or designee, of the investigation findings, or of the need for further investigation.
- E. The department director or monitor, depending on the nature of the complaint, will respond in writing to all complaints. The service provider will also be given a copy of the response.

VII. CONFIDENTIALITY

- A. Statements critical of agencies will be made by the monitor only as they are verifiable and constructive in purpose.
- B. Information contained in inspection reports will be disclosed by the monitor only to those with a professional need to know.

AMENDMENT #1

This First Amendment to the Agreement ("First Amendment") is made this 21 day of December, 2012 (EFFECTIVE DATE), by and between the COUNTY OF SEDGWICK, referred to as COUNTY, and BI INCORPORATED, a Colorado corporation, registered and authorized to conduct business in the State of Kansas ("CONTRACTOR")

RECITALS

WHEREAS, the parties entered into the Agreement on August 24, 2011 ("Original Agreement") in which CONTRACTOR provides services and resources through a Day Reporting Center; and

WHEREAS, the parties wish to modify the Original Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, COUNTY and CONTRACTOR ("the Parties") agree to the following changes to the Agreement:

1. Appendix C "Monitoring Devices" is hereby deleted in its entirety and replaced with a Monitoring Devices Table dated 2012, attached hereto as "Appendix C".
2. Exhibit A to the Exacutrack Service Rider is hereby deleted in its entirety and replace with Exhibit A dated 2012.
3. Addendum No. 2 BI TAD Addendum to the Monitoring Service Rider is deleted in its entirety replaced with "Addendum No. 2 BI TAD Addendum to Monitoring Rider – 2012" attached hereto as Addendum No. 2.
4. This Amendment and the Agreement, together with any and all exhibits thereto, constitute the entire agreement and understanding between the parties with respect to the subject matter of the Agreement. In the event of a conflict between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained in this Amendment will control.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement.

COUNTY OF SEDGWICK,

CONTRACTOR,

By: Joe Thomas
Print Name: Joe Thomas
Title: Acting Purchasing Director

By: Loren Grayer
Print name: Loren Grayer
Title: Divisional Vice President

Approved As To Form

Jennifer Magaña
Jennifer Magaña
Deputy County Counselor

Monitoring Devices -2012

	Cost per day with land line phone	Available without land line phone	Option: Cost per day without land line phone
Radio Frequency Only	\$2.42	no	
Radio Frequency w/ full monitoring	\$3.15	no	
Cellular RF (HomeGuard 206)		yes – cellular	\$4.99
Radio & Alcohol Monitoring			
Transdermal Alcohol Monitoring	\$6.75	yes – cellular	\$8.75
Transdermal Alcohol Mon w/ RF	\$8.00	yes – cellular	\$10.00
Global Positioning			
1-Piece GPS Passive		yes - cellular	\$5.28*
1-Piece GPS Passive		yes - cellular	\$7.25**
1-Piece GPS Active with RF			
1-Piece GPS Passive with RF		yes - cellular	\$8.04***
2-Piece GPS Active		yes – cellular	\$8.04
2-Piece GPS Passive	\$7.25	no	
2-Piece GPS Active with RF			
2-Piece GPS Passive with RF			
Other kinds of devices (provide information)			
Telephone check-ins	\$0.49 per call		

*ET1 one point every 3 minutes and data reporting rate of once every 240 minutes

**Records one point every minute, reports data every 30 minutes

***Records one point every minute, reports data every 30 minutes, AFLT every 30 minutes if GPS is unavailable

EXHIBIT A
to the
EXACUTRACK™ SERVICE RIDER - 2012

Pursuant to Section 5 of the Agreement, the cost to Agency for the services rendered by BI is as follows:

EXACUTRACK AT CHARGES:

ExacuTrack AT Tracker & Transmitter Components Rental: \$4.49 per day per Unit provided from BI inventory.
ExacuTrack AT Base Station Component Rental: **No Charge.**
ExacuTrack AT Service: \$3.55 per day per Unit provided from BI inventory.
ExacuTrack AT Total: \$8.04 (total of ExacuTrack AT Components charges and ExacuTrack AT Service charges)

EXACUTRACK ON DEMAND CHARGES:

ExacuTrack On Demand Tracker & Transmitter Components Rental: \$3.70 per day per Unit provided from BI inventory.
ExacuTrack AT Base Station Component Rental: **No Charge.**
ExacuTrack On Demand Service: \$3.55 per day per Unit provided from BI inventory.
ExacuTrack On Demand Total: \$7.25 (total of ExacuTrack On Demand AT Components Charges and ExacuTrack AT Service charge)

EXACUTRACK ONE CHARGES:

ExacuTrack One Tracker Component Rental: \$4.00 per day per Unit provided from BI inventory.

EXACUTRACK ONE WITH 3.240.A0 NZ SERVICE:

Description: ET One - GPS Point Collection every 3 minutes, Data Transmission every 240 minutes, no AFLT, no Zone Crossing Notification.
ExacuTrack One 3.240.A0 NZ Service: \$1.28 per day per Unit provided from BI inventory.

ExacuTrack One 3.240.A0 NZ Total: \$5.28 (total of ExacuTrack One Components and ExacuTrack One 3.240.A0 NZ Service charges)

EXACUTRACK ONE WITH 1.30.A0 ZX SERVICE:

Description: ET One - GPS Point Collection every 1 minute, Data Transmission every 30 minutes, no AFLT, with Zone Crossing Notification.
ExacuTrack One 1.30.A0 ZX Service: \$3.25 per day per Unit provided from BI inventory.

ExacuTrack One 1.30.A0 ZX Total: \$7.25 (total of ExacuTrack One Components and ExacuTrack One 1.30.A0 ZX Service charges)

EXACUTRACK ONE WITH 1.30.A30 ZX SERVICE:

Description: ET One - GPS Point Collection every 1 minute, Data Transmission every 30 minutes, AFLT Collection every 30 minutes if needed, with Zone Crossing Notification.

ExacuTrack One 1.30.A30 ZX Service: \$4.04 per day per Unit provided from BI inventory.

ExacuTrack One 1.30.A30 ZX Total: \$8.04 (total of ExacuTrack One Components and ExacuTrack One 1.30.A30 ZX Service charges)

ADDITIONAL SERVICES:

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

20% No-charge ExacuTrack AT Spares: Each month hereunder, Agency is entitled to keep a quantity of ExacuTrack AT Tracker units equal to 20% of that month's corresponding average number of actively used ExacuTrack AT Tracker units per day, in its possession at no charge (i.e.; these units are not subject to the daily rental rate while not in use). For billing purposes, the monthly 20% No-charge ExacuTrack AT Spares allowance will be calculated by multiplying 20% by the number of active ExacuTrack AT days for the month. (An active day is defined as a Unit that is active for one day.) Any inactive ExacuTrack AT days that exceed this allowance will incur a \$4.49 charge per inactive day. (An inactive day is defined as one Unit that is inactive for one day.) Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

20% No-charge ExacuTrack One Spares: Each month hereunder, Agency is entitled to keep a quantity of ExacuTrack One Tracking units equal to 20% of that month's corresponding average number of actively used ExacuTrack One Tracking units per day, in its possession at no charge (i.e.; these units are not subject to the daily rental rate while not in use). For billing purposes, the monthly 20% No-charge ExacuTrack One Spares allowance will be calculated by multiplying 20% by the number of active ExacuTrack One days for the month. (An active day is defined as a Unit that is active for one day.) Any inactive ExacuTrack One days that exceed this allowance will incur a \$4.00 charge per inactive day. (An inactive day is defined a one Unit that is inactive for one day.) Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

ExacuTrack AT Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged ExacuTrack AT Equipment. Replacement costs for ExacuTrack AT units are the following: ExacuTrack AT Base Station \$1,320.00 each; ExacuTrack AT Transmitter \$575.00 each; and ExacuTrack Active Tracking Unit \$1,095.00 each.

ExacuTrack One Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged ExacuTrack One Equipment. Replacement costs for ExacuTrack One units are the following: ExacuTrack One Beacon \$250.00 each; ExacuTrack One Tracking Unit \$1,740.00 each; ExacuTrack One fiber optic strap \$60.00 each; and ExacuTrack One wallcharger \$60.00.

ADDENDUM NO. 2
BI TAD ADDENDUM
TO THE
MONITORING SERVICE RIDER – 2012

This "BI TAD" Addendum is entered into by and between Agency and BI.

In consideration of the promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, desiring to be legally bound, hereby agree as follows:

1. COMMERCIAL AVAILABILITY:

The parties agree and acknowledge that the terms of this Agreement are conditioned upon and subject to the availability of BI's TAD™ products and service. BI shall not be liable for any delay in performance due to limited availability of TAD products and service.

2. The following equipment shall be added to the Agreement:

BI TAD (Transdermal Alcohol Device) Unit: Provides continuous alcohol monitoring. TAD uses transdermal technology to constantly monitor whether or not the Client has been drinking. If alcohol is detected, TAD transmits the data to a receiver in the Client's home when he or she comes within range of the receiver. The data is then transmitted to the central monitoring computer via telephone systems, and a report or alert is generated.

3. The following conditions shall be added to the Agreement in accordance with Agency requirements:

Service Conditions: Agency recognizes and acknowledges that information is transmitted via third-party telecommunications service providers. BI makes no representations or warranties regarding carriage of information over any communications medium not directly controlled by BI, including, but not limited to, wireless and "land-line" telecommunications services. Further, BI shall not be liable for any interruption of service or non-transfer of information due to interruptions, temporary downpage or other failure to any system that is not directly in BI's control. BI agrees to notify Agency as soon as is practicable in the event BI Equipment is not operational due to any such interruption.

4. CHARGES:

TAD MONITORING CHARGES:

TAD Monitoring Unit Rental Charge: \$5.00 per Unit per day provided from BI inventory.

TAD Monitoring Unit Service Charge: \$1.75 per Unit per active day.

Total TAD Monitoring Unit Charge: \$6.75 per Unit per day.

TAD PLUS CELLULAR MONITORING CHARGES:

TAD Plus Cellular Monitoring Unit Rental Charge: \$5.00 per Unit per day provided from BI inventory.

TAD Cellular HomeBase Unit Rental Surcharge: \$2.00 per Unit per day provided from BI inventory.

TAD Plus Cellular Monitoring Unit Service Charge: \$1.75 per Unit per active day.

Total TAD Plus Cellular Monitoring Unit Charge: \$8.75 per Unit per day.

TAD PLUS CELLULAR WITH RF MONITORING CHARGES:

TAD Plus Cellular with RF Monitoring Unit Rental Charge: \$5.00 per Unit per day provided from BI inventory.

TAD Cellular HomeBase Unit Rental Surcharge: \$2.00 per Unit per day provided from BI inventory.

TAD Plus Cellular with RF Monitoring Unit Service Charge: \$3.00 per Unit per active day.

Total TAD Plus Cellular with RF Monitoring Unit Charge: \$10.00 per Unit per day.

5. ADDITIONAL SERVICES:

TAD Units 20% No-charge Spares: Each month hereunder, Agency is entitled to keep a quantity of TAD Units equal to 20% of that month's average number of Active Units per day, in its possession at no charge (i.e.; these units are not subject to the Unit Rental Charge while not in use). For any inactive TAD Units in excess of the 20% No-charge Spare Allowance, Agency will incur a \$5.00 charge per day/per unit. Following execution of this Addendum, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

TAD Units No Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Units. Replacement costs for TAD Units are the following: TAD Ankle Bracelet - \$1,750.00 each; TAD HomeBase - \$1,750.00 each; TAD Cellular HomeBase - \$1,970.00 each; and TAD fiber optic strap - \$60.00 each. Ankle Bracelet and HomeBase = TAD Complete Unit.

Cellular HomeBase Units 20% No-charge Spares: Each month hereunder, Agency is entitled to keep a quantity of Cellular HomeBase Units equal to 20% of that month's average number of Active Units per day, in its possession at no charge (i.e., these units are not subject to the Unit Rental Charge while not in use). For any inactive Cellular HomeBase Units in excess of the 20% No-charge Spare Allowance, Agency will incur a \$2.00 charge per day/per unit. Following execution of this Addendum, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

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