

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS

ACTION AGENDA SUMMARY

DEPT: Probation and Sheriff Ron J. P.

BOARD AGENDA # *B-8

Urgent

Routine

AGENDA DATE January 27, 2009

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award a Contract to Behavioral Interventions, Inc. for Electronic Monitoring Services at Probation and Sheriff's Department

STAFF RECOMMENDATIONS:

1. Award a contract to Behavioral Interventions, Inc. for Electronic Monitoring Services at Probation and Sheriff's Department.
2. Authorize the Purchasing Agent to sign a contract with Behavioral Interventions, Inc.

FISCAL IMPACT:

The proposed contract amount is not to exceed \$90,000 annually for Probation and not to exceed \$100,000 for the Sheriff. These costs reflect Radio Frequency monitors at \$2.44 per day and Global Positioning System (GPS) units at \$8.45 per day. These cost are reduced from the current contract price of \$3.00 per Radio Frequency Monitor and \$9.00 for GPS units. During Fiscal Year 2007-2008, the Sheriff's Department paid \$66,526 for Radio Frequency Monitors and Probation paid \$43,333 for both Radio Frequency Monitors and GPS units. The Sheriff's Department does not currently have GPS
(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2009-77

On motion of Supervisor Monteith, Seconded by Supervisor Grover
and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Award a Contract to Behavioral Interventions, Inc. for Electronic Monitoring Services at Probation and Sheriff's Department

Fiscal Impact: (Continued)

units but will add GPS units to their current inventory of Radio Frequency Monitors and provide a level of monitoring most appropriate to ensure public safety. The departments have been managing the cost of electronic monitoring within existing appropriations and will be able to continue to cover these cost without an increase in either department's 2008-2009 appropriations.

The Sheriff's Department currently averages 60 adults daily on Radio Frequency Monitors, and Probation averages 31 minors. The Sheriff's Department currently charges most adult defendants a daily use fee of \$20.00 for Radio Frequency monitoring. The average cost of housing an adult detainee is \$61.29 and \$106.16 a day, dependant on the facility where they are housed. The average cost of housing a Juvenile detainee is \$205 a day. The daily usage of this alternatives-to- custody equipment fluctuates depending on the population at the correctional facilities with increased usage when inmate populations increase.

The Probation Department currently uses ten GPS units for high-risk adult probationers. There are currently no remote alcohol testing devices in use by either department, but this option is available from the vendor at a cost of \$3.00 per day.

Discussion:

In April 2002, the Probation Department and the Sheriff's Department entered into a shared agreement with Behavioral Interventions, Inc. for electronic monitoring services for criminal offenders. This agreement expired in June of 2008 and the departments are currently on a month to month contract with Behavioral Interventions.

The Probation and the Sheriff's Department worked with General Services Agency staff to create a scope of work and used the Request for Proposal (RFP) process to solicit interested parties to provide electronic monitoring services. The RFP was advertised and a mandatory pre-proposal conference was held on September 18, 2008, at the Probation Department. The deadline for submission of proposals was October 9, 2008.

Approval to Award a Contract to Behavioral Interventions, Inc. for Electronic Monitoring Services at Probation and Sheriff's Department

Bidders were asked to submit a proposal for Radio Frequency Electronic Monitors, Global Positioning System units, and Alcohol Monitors. Two proposals were received and both vendors were determined to meet the qualifications as stated in the RFP Scope of Work. An evaluation team from the Probation Department and the Sheriff's Department reviewed the submitted proposals and requested an interview and presentation from both vendors. At the completion of the review process it was recommended that Behavioral Interventions, Inc. be awarded the contract for electronic monitoring services at the Probation Department and the Sheriff's Department. They offered the lowest prices, their equipment was superior and their ability meet the requirements of the law enforcement agencies involved makes them the most appropriate choice for this award. This new contract will result in a reduction in equipment cost from the current contract with Behavioral Interventions, Inc.

The Electronic Monitoring program provides benefits to the County by allowing more costly bed space at the Juvenile Hall and Adult Correctional Facilities to be available for higher risk detainees. Additionally, Electronic Monitoring allows for effective management of the inmate population. On January 9th, 2008, with an authorized bed space of 1,392, there were 1,661 adult inmates in custody in Stanislaus County, with 390 of those inmates participating in Jail Alternative programs to including Electronic Monitoring. As a general rule, only those individuals with the lowest security levels participate in one of the Jail Alternatives program. Lastly, Electronic Monitoring holds offenders accountable by monitoring and restricting their movements within the community while still affording them the ability to attend school or maintain employment.

Policy Issue:

The proposed contract with Behavioral Interventions, Inc. for electronic monitoring services at the Probation Department and the Sheriff's Department will meet the Board's priority for a Safe Community and Efficient Delivery of Public Services by providing cost effective alternatives to incarceration, as well as effective supervision and oversight of criminal offenders.

Staffing Impact:

Existing staff in Probation and the Sheriff's Department administer these alternatives to custody. Approval of this contract does not require any change in staffing levels.

CONFIDENTIAL
2009 JAN 20 P 4 17

**AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES**

This Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and BI Incorporated doing business in California as BI Correctional Services, Inc. ("Contractor") as of January ____, 2009.

Recitals

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

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

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

Terms and Conditions

1. **Scope of Work**

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

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

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

2. **Consideration**

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

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

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

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

3. Term

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

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

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

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

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be

procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

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

6. Insurance

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

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

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

6.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall

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

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

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

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

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

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

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current

List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-:VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

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

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

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

7. Defense and Indemnification

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

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

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of

Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

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

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

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

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

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

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

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

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

10. Confidentiality

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

11. Nondiscrimination

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

12. Assignment

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

13. Waiver of Default

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

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which

Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

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

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

15. Conflicts

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

16. Severability

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

17. Amendment

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

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

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

20. Construction

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

21. Governing Law and Venue


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

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

COUNTY OF STANISLAUS

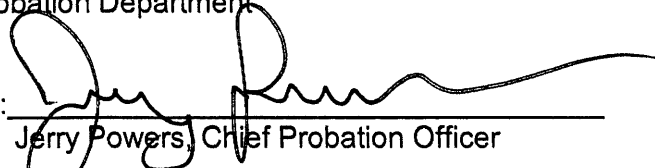
BI INCORPORATED

By: _____
Julie Mefferd, GSA Director/Purchasing Agent
"County"

By: 

BRUCE J. THACHER
CEO & PRESIDENT

APPROVED AS TO CONTENT:
Probation Department

By: 

Jerry Powers, Chief Probation Officer

APPROVED AS TO CONTENT:
Sheriff's Department

By: 

Adam Christianson, Sheriff

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

By: 

Dean Wright, Deputy County Counsel

V:\PUBLIC\Counsel\CONTRACT\IND-CON Agmt.wpd

EXHIBIT A

A. SCOPE OF WORK

1. The Contractor shall provide 24-hour continuous monitoring of offenders placed by the County on the Stanislaus County Sheriff's Department and Probation Department's Electronic Monitoring Program using equipment more particularly set forth in Attachment 1.
2. Contractor insures that all persons having access to its computer system, database or records of the County sign a Confidentiality Agreement upon hire and undergo a background check. All information is kept in complete confidence.
3. County is solely responsible for the decision to implement an Electronic Monitoring Program and assumes sole responsibility for the selection of offenders to be placed upon the program. Further, County is responsible for establishing terms and conditions of the Electronic Monitoring Program.
4. Contractor represents that its operation and facilities shall remain classified as a "Drug-Free Workplace" in accordance with the California standards established in SB1120, The Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and all employees have signed an agreement to adhere to the conditions of this policy.
5. Contractor shall provide all reports as directed by the County at no additional cost.
6. Contractor shall furnish 24-hour violation notification(s) as specified by the County at no additional cost.
7. Contractor shall provide all equipment, services and incidentals for Electronic Monitoring for the Stanislaus County Sheriff's Department and Probation Departments. All work shall be performed in compliance with all Federal, State and local laws, ordinances and codes and in a manner set forth by industry guidelines and standards.
8. All equipment and services provided by Contractor and the manner in which services are to be provided are more particularly set forth in County's Request for Proposal 08-50-TRS, the Contractor's responding proposal (a portion of which is attached hereto as Attachment 1) and pricing response dated October 9, 2008, Notice to Proposers, Information for Proposers, General Conditions, as well as any plans, specifications, addenda, and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference. All of the foregoing documents, as may be applicable, together with this Agreement, comprise the contract and all services provided hereunder shall be performed in accordance therewith.

B. COMPENSATION

1. The Contractor shall be compensated for services provided hereunder in accordance with the Pricing Proposal Table attached hereto as Attachment 2. All costs including labor, materials, overhead and profit are included in the Daily Rate shown on the Pricing Proposal Table. Spares, lost and damaged equipment will be billable only if the County exceeds the

allowance as set forth in the Pricing Proposal Table. Beyond applicable State and County taxes, there are no additional fees for any of the proposed products and services. Such tax shall be calculated only on the equipment portion of the Daily Rates.

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

Stanislaus County Probation Dept.

Stanislaus County Probation Dept.
Attn: Karen Curci
2215 Blue Gum Avenue
Modesto, CA 95358

Stanislaus County Sheriff's Dept.

Stanislaus County Sheriff's Dept.
Attn: A/P Sheriff's Dept.
250 E. Hackett Road
Modesto, CA 95358

3. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$975,000.00 including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

C. TERM

Paragraph 3.1 is hereby amended to read as follows:

3.1 The initial term of this Agreement shall be from the date of the award, January __, 2009 through January __, 2014 (the "Initial Term") unless sooner terminated as provided below.

The County reserves the right to extend this Agreement for two (2) additional one (1) year periods (each an "Extended Term") for a total term of no more than seven (7) years; provided the County notifies the Contractor in writing of its intention to do so at least thirty (30) days prior to the expiration of the then current term. Any extension of the term of this Agreement will be affected through an amendment as described in Section 17 of the body of this Agreement. If such extension necessitates additional funding beyond the amount set forth in the original Agreement, the increase in the County's maximum liability will also be affected through an amendment to the Agreement and shall be based upon rates set forth in the original Agreement.

Either party may terminate this agreement for convenience and without cause upon providing thirty (30) days prior written notice to the other party.

D. PUBLIC AGENCY PARTICIPATION

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

120208

Project Definition

BI is proposing our comprehensive electronic monitoring equipment, services and support that meet and exceed the requirements and specifications of Stanislaus County.

We design, manufacture, test, service, and support a complete continuum of tools used by community corrections officers and agents throughout the U.S. Our complete continuum of products and services focus on enhancing public safety and strengthening the communities where we serve.

BI's advanced technical capabilities include design, engineering, manufacturing, testing, marketing, and support of all offerings. This broad spectrum of products and services integrates into a comprehensive system that gives officers the control and efficiency they require.

BI also developed and continues to operate a secure, unparalleled and customer focused 24x7x365 monitoring center, the GuardCenter, to provide violation notifications for agencies using BI's radio frequency (RF) electronic monitoring, GPS monitoring and tracking, cellular, voice verification, and remote alcohol testing products. The GuardCenter is one of BI's most valuable assets today, providing continuous quality monitoring services to more than 1,300 correctional agencies nationwide.

Scope of Work

Original Manufacturer:

BI is the Original Equipment Manufacturer (OEM) of all its proposed equipment. Being the EM on all products allows BI customers the advantage of a one-stop shop for all services without having to deal with subcontractors that may require separate shipping, inventory management, software access and troubleshooting assistance. All BI equipment is manufactured in BI's ISO 9001:2000-certified manufacturing facility in Boulder, Colorado. BI is ISO 9001:2000 certified for product design, testing, manufacture, sales, service, support, and monitoring. BI has been ISO 9001-certified since 1995, and was one of the first vendors in the industry to be certified to the new ISO 9001:2000 quality standard.

Latest Technology

All equipment proposed is the latest generation of equipment available from BI and incorporates the latest and most sophisticated technology.

Revised equipment:

1. Firmware

ATTACHMENT 1
BI Incorporated Text for Stanislaus County California Contract

120208

BI will provide all firmware upgrades or revisions made to the proposed equipment, at no additional charge. BI plans to introduce two new additions to BI's continuum of products in late 2008; ExacuTrack One and BI TAD.

2. * ExacuTrack One

BI plans to introduce ExacuTrack One, a one-piece active GPS tracking device, in late 2008 as an addition to BI's continuum of products. While BI's two-piece GPS device is field-proven and successfully tracks hundreds of offenders in communities across the country, for agencies that do not require the functionality of ExacuTrack AT (such as two-way voice communication), ExacuTrack One offers flexibility and simplicity in GPS programs.

ExacuTrack One will include:

- ◆ Advanced fiber optic tamper detection
- ◆ Multiple location technologies to enhance accuracy and enable "indoor" tracking
- ◆ Communication with the client using a built-in-speaker
- ◆ RF monitoring in up to three locations
- ◆ Field-replaceable battery and strap

3. * BI TAD

BI plans to introduce the BI TAD (Transdermal Alcohol Device) in late 2008 that will monitor offender blood alcohol levels through the skin. This product removes the complexity associated with many hand-held breath-based monitoring devices. Such breath-based equipment requires much more interaction with the offender and can increase the need for training as well as exposure to offender tampering. This new transdermal product also incorporates BI's proven RF monitoring technology in one device that is easy to install and operate.

* ExacuTrack One and BI TAD are currently completing development and testing, and are not yet in general availability. BI cannot guarantee a specific date as to when these products will be available for use by customers.

4. Software

The ExacuTrack software is regularly updated to provide new functionality, increased response time, and additional features. All updates are available to agency staff as soon as they are made to the software. In all, BI has made over 60 improvements to the ExacuTrack software in the past four years, and many of these improvements came specifically from customer suggestions. The newest BI software enhancement is already in development; BI's TotalAccess Computer System.

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Federal Communication Commission Rules and Regulations:

All the proposed products have been properly registered and certified under the Federal Communication Commission Rules and Regulations, as applicable.

Product: BI ExacuTrack base station
Standard: Part 68
Approval Number: GN7MM00B01-EX-520

Product: BI ExacuTrack Portable Tracking Unit
Name of Grantee: Motorola Inc.
Equipment Class: Part 15
Approval Number: AZ489FT5832
Date of Grant: 06/07/2004

Product: BI HomeGuard 200 transmitter
Standard: Part 15
Approval Number: CSQHG200A
Date of Grant: 6/8/99

Product: BI Sobrietor
Equipment Class: Part 68, for Class B digital devices
Approval Number: GN7USA-27124-MD-E

Product: BI HomeCell
Approval Number: MTFCDMAFWT2004

Warranty and Maintenance:

BI will provide the agency with maintenance for all monitoring equipment throughout the life of a contract. For leased and/or rented equipment, the price of maintenance is included in the proposed daily unit price. Warranty information follows:

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HOMEGUARD 200™ - FIELD EQUIPMENT
WARRANTY AND SUPPORT COVERAGE

- 1. General** - The term "Customer" used herein shall refer to the Customer, Lessee or Service Provider as specifically defined in the Agreement which incorporates this document. This warranty is provided only on BI HomeGuard 200™ field equipment. For the purposes of this warranty, BI HomeGuard 200™ field equipment shall be defined as the following BI equipment identified by the BI Incorporated trademark, trade name or logo: (i) Field Monitoring Device, (ii) Transmitter, (iii) Drive-BI Monitor and (v) Activator (the "Equipment"). The Equipment is warranted to be free from defects of workmanship or material under normal use and service, and shall be free from all liens, claims and encumbrances. Customer will be responsible for the proper use, management and supervision of the Equipment. Customer agrees that BI will not be liable for any damages caused by Customer's failure to fulfill these responsibilities. Service requested for the Equipment outside the scope of this warranty will be furnished to Customer at BI's standard rates and terms then in effect.
- 2. Term** - The warranty coverage provided hereunder is available to the Customer for a period of twelve (12) months from the date of receipt of the Equipment by Customer (the "Coverage Term").
- 3. Service and Parts** - BI will make all adjustments, repairs and replacement parts necessary to keep the Equipment in good working order at no charge to Customer. All replaced parts will become the property of BI on an exchange basis. Replacement parts will be new parts or parts equivalent to new in performance when installed in the Equipment. Service pursuant to this warranty will normally be furnished by BI or its designee. If persons other than BI or its designee perform maintenance or repair at Customer's request, and as a result further repair by BI is required to restore the Equipment to good operating condition, such repairs will be chargeable to Customer at BI's standard rates and terms then in effect. BI shall have full and free access to the Equipment to perform this service. Maintenance service required on the Equipment will be performed at BI's facility. All repairs are warranted to be free from defect in material and workmanship for a period of ninety (90) days from the date of repair.
- 4. Freight** - Equipment which is to be returned to BI for service under this warranty shall be returned in accordance with BI's RMA policy.
- 5. Technical Support** - Technical Support entitles the Customer to remote diagnostic support, trouble-shooting by telephone and assistance on obtaining service on Customer's Equipment during the applicable Coverage Term. BI's Customer Support Department is available to the customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-9924. On-call Customer Support representatives are available for emergency situations between the hours of 5:00 PM and 8:00 AM Mountain Time, or during weekends or holidays.
- 6. Exclusions** - The foregoing warranties will not apply if adjustment, repair or parts replacement is required because of accident, transportation by customer, neglect, abuse or misuse, air conditioning or humidity control, theft, fire or water damage, telephone equipment or communication lines failure, failure of foreign interconnect equipment, use of external materials which do not adhere to BI specifications, or causes other than ordinary use. BI shall not be required to adjust or repair any unit of Equipment or part if it would be impractical to do so because of alterations in the Equipment, its connection by mechanical or electrical means to unauthorized equipment or devices, or if the Equipment is located outside the U.S. THE EQUIPMENT IS INTENDED SOLELY FOR THE PURPOSE OF IDENTIFYING THE PRESENCE OR ABSENCE OF A PERSON UNDER SPECIFIC CIRCUMSTANCES. THE PRODUCT IS NOT IMPERVIOUS TO TAMPERING OR MISUSE. ITS USE OR ASSIGNMENT IS LEFT SOLELY TO THE DISCRETION OF A RESPONSIBLE JUDICIAL OR CORRECTIONAL OFFICIAL.
- 7. Limitation of Liability** - BI's liability for warranty hereunder is limited to restoring the Equipment to good operating condition provided that Customer has complied with the manufacturers' requirements relative to the Equipment.
- 8. Return Material Authorization (RMA) Policy** - Freight charges to and from BI's facility for Equipment eligible for return hereunder shall be paid by BI when pre-authorized by a Return Material Authorization (RMA) number issued by BI's Customer Support Department, and only when BI's pre-printed shipping labels are used. BI's pre-printed shipping labels provide the Customer with second day delivery to BI's facility. Freight charges incurred by BI for equipment which is returned in a manner which is inconsistent with BI's pre-printed shipping labels, or without an RMA number will be charged back to the Customer. Customers who have multiple sites will be provided shipping labels only at those sites which have a host system or an excess of fifty units. BI reserves the right to deny service to any Customer who does not adhere to the conditions of this policy. BI's Customer Support Department is available to the Customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-9924.
- 9. Non-Warranty Repairs** - During the Coverage Term, Customers returning Equipment with damage that is not covered under this warranty will be contacted by BI for authorization to repair the Equipment. Such repairs are subject to BI's standard non-warranty repair rates in effect at the time of the repair. Customers shall be subject to a minimum service charge of \$50.00 for all such returns, even if no repair is authorized. In the event BI is unable to obtain authorization to repair non-warranty damage within seventy-five (75) days from the date of a unit's receipt by BI, the unit will be returned and Customer will be subject to the minimum service charge of \$50.00.

HOMEGUARD 200 FIELD EQUIPMENT

11/4/2003

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ExacuTrack™ - FIELD EQUIPMENT WARRANTY AND SUPPORT COVERAGE

- 1. General** - The term "Customer" used herein shall refer to the Customer, Lessee or Service Provider as specifically defined in the Agreement which incorporates this document. This warranty is provided only on BI ExacuTrack™ field equipment. For the purposes of this warranty, BI ExacuTrack™ field equipment shall be defined as the following BI equipment identified by the BI Incorporated trademark, trade name or logo: (i) Tracking Unit, (ii) Transmitter, and (iii) Base Station (the "Equipment"). The Equipment is warranted to be free from defects of workmanship or material under normal use and service, and shall be free from all liens, claims and encumbrances. Customer will be responsible for the proper use, management and supervision of the Equipment. Customer agrees that BI will not be liable for any damages caused by Customer's failure to fulfill these responsibilities. Service requested for the Equipment outside the scope of this warranty will be furnished to Customer at BI's standard rates and terms then in effect.
- 2. Term** - The warranty coverage provided hereunder is available to the Customer for a period of twelve (12) months from the date of receipt of the Equipment by Customer (the "Coverage Term").
- 3. Service and Parts** - BI will make all adjustments, repairs and replacement parts necessary to keep the Equipment in good working order at no charge to Customer. All replaced parts will become the property of BI on an exchange basis. Replacement parts will be new parts or parts equivalent to new in performance when installed in the Equipment. Service pursuant to this warranty will normally be furnished by BI or its designee. If persons other than BI or its designee perform maintenance or repair at Customer's request, and as a result further repair by BI is required to restore the Equipment to good operating condition, such repairs will be chargeable to Customer at BI's standard rates and terms then in effect. BI shall have full and free access to the Equipment to perform this service. Maintenance service required on the Equipment will be performed at BI's facility. All repairs are warranted to be free from defect in material and workmanship for a period of ninety (90) days from the date of repair.
- 4. Freight** - Equipment which is to be returned to BI for service under this warranty shall be returned in accordance with BI's RMA policy.
- 5. Technical Support** - Technical Support entitles the Customer to remote diagnostic support, trouble-shooting by telephone and assistance on obtaining service on Customer's Equipment during the applicable Coverage Term. BI's Customer Support Department is available to the customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-9924. On-call Customer Support representatives are available for emergency situations between the hours of 5:00 PM and 8:00 AM Mountain Time, or during weekends or holidays.
- 6. Exclusions** - The foregoing warranties will not apply if adjustment, repair or parts replacement is required because of accident, transportation by customer, neglect, abuse or misuse, air conditioning or humidity control, theft, fire or water damage, telephone equipment or communication lines failure, failure of foreign interconnect equipment, use of external materials which do not adhere to BI specifications, or causes other than ordinary use. BI shall not be required to adjust or repair any unit of Equipment or part if it would be impractical to do so because of alterations in the Equipment, its connection by mechanical or electrical means to unauthorized equipment or devices, or if the Equipment is located outside the U.S. THE EQUIPMENT IS INTENDED SOLELY FOR THE PURPOSE OF IDENTIFYING THE PRESENCE OR ABSENCE OF A PERSON UNDER SPECIFIC CIRCUMSTANCES. THE PRODUCT IS NOT IMPERVIOUS TO TAMPERING OR MISUSE. ITS USE OR ASSIGNMENT IS LEFT SOLELY TO THE DISCRETION OF A RESPONSIBLE JUDICIAL OR CORRECTIONAL OFFICIAL.
- 7. Limitation of Liability**- BI's liability for warranty hereunder is limited to restoring the Equipment to good operating condition provided that Customer has complied with the manufacturers' requirements relative to the Equipment.
- 8. Return Material Authorization (RMA) Policy** - Freight charges to and from BI's facility for Equipment eligible for return hereunder shall be paid by BI when pre-authorized by a Return Material Authorization (RMA) number issued by BI's Business Services, and only when BI's pre-printed shipping labels are used. BI's pre-printed shipping labels provide the Customer with second day delivery to BI's facility. Freight charges incurred by BI for equipment which is returned in a manner which is inconsistent with BI's pre-printed shipping labels, or without an RMA number will be charged back to the Customer. Customers who have multiple sites will be provided shipping labels only at those sites which have a host system or an excess of fifty units. BI reserves the right to deny service to any Customer who does not adhere to the conditions of this policy. BI's Business Services is available to the Customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-5178.
- 9. Non-Warranty Repairs** - During the Coverage Term, Customers returning Equipment with damage that is not covered under this warranty will be contacted by BI for authorization to repair the Equipment. Such repairs are subject to BI's standard non-warranty repair rates in effect at the time of the repair. Customers shall be subject to a minimum service charge of \$50.00 for all such returns, even if no repair is authorized. In the event BI is unable to obtain authorization to repair non-warranty damage within seventy-five (75) days from the date of a unit's receipt by BI, the unit will be returned and Customer will be subject to the minimum service charge of \$50.00.

EXACUTRACK FIELD EQUIPMENT

4/28/2004

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*ALCOHOL MONITORING DEVICE
WARRANTY AND SUPPORT COVERAGE*

1. General - The term "Customer" used herein shall refer to the Customer, Lessee or Service Provider as specifically defined in the Agreement which incorporates this document. This warranty is provided only on the Alcohol Monitoring Device product identified by the BI Incorporated trademark, trade name or logo (the "Equipment"). The Equipment is warranted to be free from defects of workmanship or material under normal use and service, and shall be free from all liens, claims and encumbrances. Customer will be responsible for the proper use, management, supervision and calibration of the Equipment. Customer agrees that BI will not be liable for any damages caused by Customer's failure to fulfill these responsibilities. Service requested for the Equipment outside the scope of this warranty will be furnished to Customer at BI's standard rates and terms then in effect.

2. Term - The warranty coverage provided hereunder is available to the Customer for a period of twelve (12) months from the date of receipt of the Equipment by Customer (the "Coverage Term").

3. Service and Parts - BI will make all adjustments, repairs and replacement parts necessary to keep the Equipment in good working order at no charge to Customer. All replaced parts will become the property of BI on an exchange basis. Replacement parts will be new parts or parts equivalent to new in performance when installed in the Equipment. Service pursuant to this warranty will normally be furnished by BI or its designee. If persons other than BI or its designee perform maintenance or repair at Customer's request, and as a result further repair by BI is required to restore the Equipment to good operating condition, such repairs will be chargeable to Customer at BI's standard rates and terms then in effect. BI shall have full and free access to the Equipment to perform this service. Maintenance service required on the Equipment will be performed at BI's facility. All repairs are warranted to be free from defect in material and workmanship for a period of ninety (90) days from the date of repair.

4. Freight - Equipment which is to be returned to BI for service/calibration under this warranty shall be returned in accordance with BI's RMA policy.

5. Calibration - The Equipment requires calibration once every six (6) months (the "Calibration Period"). Customer is entitled to two calibrations from BI during the Coverage Term. It is the Customer's responsibility to ensure that the Equipment's calibration is maintained. In no event does BI warrant the accuracy of the Equipment's alcohol readings if the Equipment is not calibrated within the Calibration Period. In no event does BI warrant the accuracy of the Equipment's alcohol readings if the Equipment is calibrated by a source other than BI.

6. Technical Support - Technical Support entitles the Customer to remote diagnostic support, trouble-shooting by telephone and assistance on obtaining service on Customer's Equipment during the applicable Coverage Term. BI's Customer Support Department is available to the customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-9924. On-call Customer Support representatives are available for emergency situations between the hours of 5:00 PM and 8:00 AM Mountain Time, or during weekends or holidays.

7. Exclusions - The foregoing warranties will not apply if adjustment, repair or parts replacement is required because of accident, transportation by customer, neglect, abuse or misuse, lightning, failure or fluctuation of electrical power, air conditioning or humidity control, theft, fire or water damage, telephone equipment or communication lines failure, failure of foreign interconnect equipment, use of external materials which do not adhere to BI specifications, or causes other than ordinary use. BI shall not be required to adjust or repair any unit of Equipment or part if it would be impractical to do so because of alterations in the Equipment, its connection by mechanical or electrical means to unauthorized equipment or devices, or if the Equipment is located outside the U.S. THE EQUIPMENT IS INTENDED SOLELY FOR THE PURPOSE OF IDENTIFYING THE PRESENCE OF ALCOHOL UNDER SPECIFIC CIRCUMSTANCES. THE PRODUCT IS NOT IMPERVIOUS TO TAMPERING OR MISUSE. ITS USE OR ASSIGNMENT IS LEFT SOLELY TO THE DISCRETION OF A RESPONSIBLE JUDICIAL OR CORRECTIONAL OFFICIAL.

8. Limitation of Liability - BI's liability for warranty hereunder is limited to restoring the Equipment to good operating condition provided that Customer has complied with the manufacturers' requirements relative to the Equipment.

9. Return Material Authorization (RMA) Policy - Freight charges to and from BI's facility for Equipment eligible for return hereunder shall be paid by BI when pre-authorized by a Return Material Authorization (RMA) number issued by BI's Customer Support Department, and only when BI's pre-printed shipping labels are used. BI's pre-printed shipping labels provide the Customer with second day delivery to BI's facility. Freight charges incurred by BI for equipment which is returned in a manner which is inconsistent with BI's pre-printed shipping labels, or without an RMA number will be charged back to the Customer. Customers who have multiple sites will be provided shipping labels only at those sites which have a host system or an excess of fifty units. BI reserves the right to deny service to any Customer who does not adhere to the conditions of this policy. BI's Customer Support Department is available to the Customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-9924.

10. Non-Warranty Repairs - During the Coverage Term, Customers returning Equipment with damage that is not covered under this warranty will be contacted by BI for authorization to repair the Equipment. Such repairs are subject to BI's standard non-warranty repair rates in effect at the time of the repair. Customers shall be subject to a minimum service charge of \$50.00 for all such returns, even if no repair is authorized. In the event BI is unable to obtain authorization to repair non-warranty damage within seventy-five (75) days from the date of a unit's receipt by BI, the unit will be returned and Customer will be subject to the minimum service charge of \$50.00.

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Shipping:

In the event of malfunctioning equipment, the agency will ship the equipment back to BI and the units will be serviced in Boulder. Repaired equipment will be shipped back to the agency within five days of request or promised delivery date, and can be shipped overnight in emergencies. The proposed daily unit price also includes all shipping costs from BI to agency sites and back.

Spare Equipment:

The proposed daily unit price includes a 10% spare allowance for GPS units and a 15% spare allowance for RF and Alcohol, as well as all costs of shipping equipment from BI to Stanislaus County sites and back.

Consumables and Supplies:

The proposed daily unit price includes all essential equipment, consumable supplies (straps, batteries, etc.), and officer tool kits containing all the tools needed for operation and maintenance of field equipment, at no additional charge.

ISO Certification:

BI is the Original Equipment Manufacturer (OEM) of all proposed equipment which is manufactured in BI's ISO 9001:2000-certified manufacturing facility in Boulder, Colorado. BI is ISO 9001:2000 certified for product design, testing, manufacture, sales, service, support, and monitoring. BI has been ISO 9001-certified since 1995, and was one of the first vendors in the industry to be certified to the new ISO 9001:2000 quality standard.

Training:

In order to ensure the continued success of the agency's program, BI will provide comprehensive training to all agency staff using BI's ExacuTrack Series equipment. If awarded a contract, AJ Gigler will serve as the Project Manager and will contact the agency to schedule training and confirm the equipment order. To develop an agenda that best suits the agency's training needs, Mr. Gigler will work with the agency to determine the number of staff to be trained, the location of training, the desired dates of training, and the preferred method of training. Training consists of two sections: equipment and software. Equipment training should be completed prior to the software training.

Equipment Training. Local California-based BI Account Representatives are responsible for conducting equipment training, and are available to provide face-to-face training at a designated agency site. During this training, agency staff will receive extensive, hands-on

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experience with the equipment through both classroom and field training sessions. The equipment training agenda for the ExacuTrack Series includes the following topics:

- ❖ Features and functions of the HomeGuard 200 transmitter
- ❖ Features and functions of the ExacuTrack passive tracking unit
- ❖ Features and functions of the ExacuTrack active tracking unit
- ❖ Features and functions of the ExacuTrack base station
- ❖ Hands-on practice installing transmitters and base stations
- ❖ Troubleshooting

Additionally, BI offers online equipment training courses that can be accessed via the Internet 24 hours a day. Staff simply enter a BI provided access code and create a username and password in order to enroll in the desired course(s). Once enrolled, users have 14 days to complete the training. This flexibility allows staff to complete courses at their own convenience.

For the ExacuTrack Series, BI offers two online courses:

- ◆ BI ExacuTrack Mobile (Pocket PC)
- ◆ BI ExacuTrack Series (Active and Passive)

The *BI ExacuTrack Mobile (Pocket PC)* course instructs staff in how to use a compatible PDA to access the ExacuTrack AT active system, and allows staff to practice on their PDA throughout the course. Topics covered include:

- ❖ Logging In
- ❖ Viewing caseloads and sorting client lists by name or alert status
- ❖ Viewing client summaries
- ❖ Viewing open alerts for a client and closing one or more alerts at a time
- ❖ Viewing zones and the client's last location
- ❖ Sending text messages on-demand and scheduling text messages for future delivery

The *BI ExacuTrack Series (Active & Passive)* course instructs staff in the operation and functionality of the ExacuTrack AT active system and the ExacuTrack passive system. Topics covered in this course include:

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- ❖ How GPS works
- ❖ The HomeGuard 200 transmitter
- ❖ The ExacuTrack base station
- ❖ The ExacuTrack AT active tracking unit
- ❖ The ExacuTrack passive tracking unit
- ❖ Equipment installations

Software Training. The BI Training Department is responsible for conducting software training for agency staff. Depending on what best suits the agency's needs, software training can occur at a designated agency site. Generally, software training is conducted via remote, web-based conferencing. Web-based conferencing is offered on a recurring weekly basis. Staff simply log into Raindance (a web-conferencing tool) on the designated day/time in order to participate in the training session. Once logged on to the training session via computer, staff log into the teleconference. By offering training in this manner, connected via software and telephone, agency staff are lead through a thorough software tutorial while still able to ask direct questions and practice hands-on navigation of the software with a live certified BI trainer.

ExacuTrack software training is approximately two hours in duration. During the session, County staff are logged into the ExacuTrack software from their own computers. Since all participants are also dialed into the teleconference, a member of the BI Training Department is able to provide live instructions, guide staff through the application, and answer any questions.

The ExacuTrack software training agenda includes the following topics:

- ❖ How GPS works
- ❖ How cellular service/coverage works with regards to active tracking
- ❖ ExacuTrack officer level software training
 - ◆ Enrolling clients
 - ◆ Creating zones
 - ◆ Creating an RF schedule
 - ◆ Running reports
- ❖ ExacuTrack agency level software training (if applicable)
 - ◆ Creating agency alert settings, escalation procedures, and alert notifications

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- ◆ Entering agency equipment settings
- ◆ Setting up officer profiles
- ❖ ExacuTrack access via a PDA (if applicable)

Certification. In order to ensure that agency staff are certified to use ExacuTrack products, a test is administered following each section of the ExacuTrack training (equipment and software). Staff may take the tests as a group. Once completed, one copy of the test (with all the names of the staff that attended included) is returned to the Training Department by fax or email for evaluation. A minimum score of 85% is required for certification. Agency usernames and passwords for the ExacuTrack software will not be issued until the tests are successfully completed and received by the Training Department.

Training Materials. As a part of our approach to training, BI uses a variety of training materials in order to provide agencies with an in-depth knowledge of the monitoring system. Written instructions concerning the use of the ExacuTrack software and equipment, detailed User Reference Manuals, and all other documentation and necessary forms will be supplied to agency staff. These materials can be used as references throughout the life of a contract.

Topics discussed in BI training materials include, but is not limited to, the following:

- ❖ ExacuTrack Training Outline
- ❖ Installation Instructions
- ❖ Report Descriptions
- ❖ Tracking Rules, Zones, and Schedule Descriptions
- ❖ GPS Information
- ❖ Unit Configuration Settings and Descriptions
- ❖ Event Message Descriptions
- ❖ General Rules for the Client

On-Going Training. Throughout the life of a contract, AJ Gigler, Business Development Representative, will maintain regular, on-going contact with agency personnel in order to determine any additional training needs. Agency staff may also contact the BI Training Department at any time in order to schedule a refresher training session or to ask questions relating to BI systems or equipment. BI's online equipment training courses can be accessed via the Internet 24 hours a day, and the BI Training Department conducts software trainings three days a week.

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SubContracted Work:

No portion of this contract shall be subcontracted out. BI designs, engineers, manufactures, tests, markets, and supports all of its electronic monitoring products and services. Our customers deal with one vendor for all aspects of their electronic monitoring programs, including technical support.

Requirements for RF Monitoring

General Radio Frequency Requirements

The system detects and reports Missed Calls from the receiver and Equipment malfunctions.

The receiver schedules routine HELLO calls and contacts the central monitoring computer at random intervals, if no other events have occurred, to confirm that the receiver is operating correctly and has not been disconnected from phone service. Each time the receiver calls in, the central monitoring computer sets a new callback time. HELLO calls are scheduled on a random basis to deter tampering. Officers can program callback times through the central monitoring computer. If the receiver fails to call at the scheduled time, the central monitoring computer generates a Missed Callback message after a specified grace period.

The RF system detects and reports a variety of equipment malfunctions, including:

- ◆ Phone Loss / Restore
- ◆ Power Loss / Restore
- ◆ Missed Call
- ◆ Receiver Tampers
- ◆ Transmitter Tampers
- ◆ Transmitter Not Found
- ◆ Transmitter Low Battery
- ◆ Receiver Low Battery

Transmitter Requirements:

The HomeGuard 200 transmitter, which is used for both RF and GPS monitoring, is small (2.7 x 2.8 x 0.9 inches) and lightweight (3.3 ounces).

With minimal training and experience, the HomeGuard 200 transmitter can be easily installed in less than five minutes. Unlike some transmitters with overly simplified installation, the HomeGuard transmitter's ease of installation does not compromise its dependability.

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The HomeGuard transmitter is shock-resistant, moisture and waterproof to a depth of up to 50 feet, and functions reliably under normal atmospheric and environmental conditions.

The transmitter uses a field-replaceable battery that lasts for a minimum of one year under normal use and has a minimum five-year shelf life. Each battery is date-stamped to show when it was manufactured and shelf life commenced.

Small and lightweight, the HomeGuard transmitter discreetly attaches to the client's ankle. The straps are made of hypoallergenic plastic and do not contain any metal or steel that could cause injury to the client or a field officer. Wearing a transmitter does not pose a safety hazard to the client and does not affect his or her day-to-day activity. The client can still bathe, exercise, work, and perform other routine tasks.

Transmitter straps and batteries are easily replaced in the field, office, or other controlled environment. This means that officers can replace batteries and make transmitter adjustments according to agency protocol - whether offenders come into the office or officers meet the offenders in the field. Officer can quickly and easily replace or adjust the strap without changing the transmitter and/or returning it to the manufacturer.

BI's electronic dual tamper technology has been used to successfully monitor over four million offenders. BI integrated dual tamper technology into the design of its transmitter to detect and report attempts to tamper with the equipment or otherwise circumvent the system.

The HomeGuard transmitter's tamper technology includes:

- ❖ *Strap Tamper.* Electronic circuitry running through the steel-reinforced transmitter strap detects damaging or cutting of the strap.
- ❖ *Proximity Sensors.* Proximity sensors built into the transmitter detect if the transmitter is no longer snugly fitted against the client's leg, even if the transmitter is removed underwater.

This dual tamper technology detects a tamper whether the transmitter strap is cut in two, disassembled to a point where the strap is separate from the case, or removed from the leg with the strap intact.

In these instances, the transmitter sends a Transmitter Open Strap message to the receiver. If the transmitter is in range of the receiver at the time of a tamper, the receiver sends the message to the central monitoring computer within two minutes. If the transmitter is out of range when the tamper occurs and returns in range in a tampered condition, the message is sent to the central monitoring computer within two minutes of the transmitter returning.

Vendors without dual tamper technology may use more less expensive telecommunications materials like "fiber optics" which sound more advanced although their usage is in securing a

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bracelet to a leg, not telecommunications at all. BI's proven strap and proximity tamper technology is the most reliable and widely used in the industry, currently supervising over 30,000 offenders nationwide.

The transmitter and receiver are electronically paired during enrollment, when the client's information is entered into the central monitoring computer. During the installation process, the central computer downloads the transmitter's ID to the receiver so that the receiver only hears the signal from its assigned transmitter. All other signals, even from other BI transmitters, are ignored, ensuring that the receiver only monitors the identified client.

Through BI's ExacuTrack software, users can electronically match any unassigned transmitter to any unassigned receiver by entering the serial numbers of each unit. This allows the County to match any transmitter to any receiver in their inventory. There is no need to return any equipment to BI in order to have it paired, which reduces the costs associated with inventory management.

The HomeGuard transmitter has more than 1,000,000 possible identification codes, ensuring that each code is unique to the client to whom the transmitter is attached. Additionally, the transmitter's signal is emitted in very short bursts that incorporate frequency shift-keyed (FSK) modulation. Every 14½ to 29 seconds (22 seconds on average), the HomeGuard transmitter randomly emits a radio frequency signal. By design, this random variation virtually eliminates spoofing or duplication of the transmitter signal.

By combining this proprietary coding encryption scheme with the unique RF frequency, it is virtually impossible to simulate or duplicate the transmitter's signal. BI guarantees no duplication of radio signals with another client's transmitter.

Within the home, the HomeGuard receiver can be set to detect the transmitter's signal at varying distances. The receiver's reception range is adjustable to 35, 75, or 150 feet, allowing an officer to set a range appropriate to the participant's residence.

In very open conditions, the transmitter's signal can be detected up to 300 feet with the Drive-BI hand-held portable monitoring unit.

In addition to its unique individual code and dual tamper technology, the transmitter is designed to discourage the tracing or duplicating of its signal. The HomeGuard system uses the 314.2 MHz radio frequency, a regulated frequency not found in commercial applications. Other vendors operate at 418 and/or 433 MHz, and these frequencies are also used by low power devices such as home security systems, garage door openers, keyless automobile entry systems, and wireless speaker systems. The potential for interference on these frequencies is great, which can lead to false out-of-range alarms. Lower frequencies such as 314.2 MHz also reduce the potential for false out-of-range alarms since they can penetrate obstacles such as walls better than higher frequencies. In order to significantly decrease the likelihood of a client using a

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commercial application for the duplication of or interference with the HomeGuard's transmission signal, BI chose the 314.2 MHz frequency.

The HomeGuard 200 transmitter randomly emits a radio-frequency signal every 14 ½ to 29 seconds, on average every 22 seconds, during the life of the battery. The transmitter signal contains the transmitter's identification number, battery status, and tamper condition.

The transmitter sends a *Transmitter Low Battery* message five days before the transmitter battery is exhausted, giving officers ample time to change the battery.

The transmitter uses a field-replaceable battery lasts for a minimum of one year under normal use and has a minimum five-year shelf life. Each battery is date-stamped to show when it was manufactured and shelf life commenced.

Transmitter batteries and straps are replaceable in the field so officers can replace batteries and make transmitter adjustments without changing the transmitter and returning it to the manufacturer.

Home Unit Requirements:

The ExacuTrack base station measures 7.75 x 8.25 x 4.5 inches and weighs 3.7 pounds.

Installation of the receiver does not require any permanent mounting. An officer can easily install the optional base station on a standard phone line in less than five minutes by following the written instructions provided with each unit.

The following steps outline the proper installation of an ExacuTrack base station:

1. Choose a location for the base station.
2. Plug the round connector of the power cord into the back of the base station and plug the other end into the wall socket.
3. Insert one end of the supplied phone cord into the wall jack and the other into a base station phone jack. If the telephone jack you want to use already has a phone connected to it, disconnect the phone's cord from the wall jack and plug it into one of the base station phone jacks.
4. Using the phone cord provided, plug one end into the wall jack and the other end into the other base station phone jack.
5. Make sure the tracking station is docked in the base station and use officer key to turn the base station power switch to the ON position.

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Once the base station has been keyed on, it performs a series of self-tests to verify proper functioning. When the base station first detects the assigned transmitter's signal, it sends a Transmitter First Found message to the central monitoring computer.

With minimal training, the receiver is easily attached to a standard touch-tone telephone as well as a standard two-prong, AC power source. The base station receiver uses landline phone networks, via connection to a standard RJ-11 modular telephone connector, to send and receive information the central monitoring computer.

If the base station's phone line connection is unplugged or phone service is interrupted, the base station stores a *Phone Loss* message. When phone service is again available, the base station sends a *Phone Restore* message along with the stored *Phone Loss* message to the central monitoring computer. If the base station cannot contact the central monitoring computer, it can store 10,000 of its own events and up to 55,000 events received from the tracking unit. Once the base station is able to contact the central monitoring computer, it sends all stored messages.

If the base station is unplugged or there is a power outage, the internal backup battery immediately engages and supplies enough power to the unit for up to 24 hours. The base station sends a *Base Power Loss* message to the central monitoring computer. Once the power resumes, the base station sends a *Base Power Gain* message. When the base station detects the battery has 10 minutes of reserve power remaining, it sends a *Base Low Battery* message to the central monitoring computer in addition to any stored messages. When power is restored, the base station recharges the battery, which takes about 10 hours.

While regular RF equipment will perform a Location Verify attempt under phone and power loss, the traditional need for location verification is not necessary with ExacuTrack. Since the base station is plugged into a power outlet in the participant's residence, if the participant tries to move the base station, he or she would have to unplug it. As soon as the base station loses AC power, the docked tracking unit becomes active, without any action required by the client, and acquires a GPS signal. If the participant moves the base station and reattaches the power and phone lines in a different location, the tracking unit uploads the GPS trail to the central monitoring computer, along with the *Power Loss*, *Power Gain*, *Phone Loss*, *Phone Gain*, *GPS Seek*, and *GPS Acquire* messages.

In the event of an AC power loss, the internal backup battery immediately engages and supplies power to the unit for up to 24 hours.

The base station logs and reports all transactions with a date/time stamp indicating when the transaction occurred. The County can determine which events they choose to identify as alerts and of those, which require violation notification. Event descriptions follow each item listed below.

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Enter. The transmitter comes in range of the base station during a time when there is no RF schedule (curfew) in effect.

Leave. The transmitter is out of the range of the base station during a time when there is no RF schedule (curfew) in effect.

Did Not Enter. The transmitter is not in range of the base station after the scheduled absence, at the beginning of a scheduled curfew.

Unauthorized Leave. The client left the range of the base station when he/she was scheduled to be home and the base station has not received a signal from the transmitter for the duration of the Leave Window.

Proximity Tamper. The transmitter is removed from or loses contact with the client's leg/ankle. A separate circuit in the transmitter will sense the absence of the leg.

Strap Tamper. The transmitter's strap is cut in two or the transmitter is disassembled so that the strap is separate from the case.

Receiver Case Tamper. The base station's case has been opened.

Tracker Case Tamper. The ExacuTrack AT tracking unit's case was opened, either because it has been tampered with or the battery was replaced.

Power Loss. Electrical (AC) power to the base station was interrupted. When the power is interrupted, the unit immediately switches to battery backup.

Power Restore. Electrical (AC) power to the base station has been restored.

Phone Loss. Telephone connection to the base station was interrupted.

Phone Restore. Telephone connection to the base station was restored.

Transmitter Low Battery. The transmitter battery is low and must be replaced within five days.

If the Base Station cannot call the central monitoring computer, all recorded messages are stored in the message buffer until power resumes and communication links are re-established. This storage feature is known as non-volatile memory, which prevents the loss of important information regarding transmitter, Base Station and Tracking Unit status.

The Base Station has the ability to store over 10,000 of its own events and in addition, up to 55,000 log entries that could be received by the Tracking Unit. In the extremely unlikely event that the memory is filled, the oldest message is replaced with a new message. Once the base station is able to contact the central monitoring computer, it sends all stored messages.

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The ExacuTrack base station recharges the tracking unit and monitors the client with radio-frequency technology while in the home. The base station includes two internal antennas to maximize transmitter signal reception, a 24-hour backup battery, adjustable range settings, and a variable leave window.

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

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

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

The receiver also has a yellow LED range indicator on the base station that indicates whether the client's transmitter is in range or not. Users can enable or disable the range indicator on a client basis through the Unit Configuration settings in the software.

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

When the receiver needs the phone line to send information to the central monitoring computer, the red (telephone) LED lights up. If the phone line is free, the receiver places the call and sends the information. If someone is using the phone, the receiver emits beeps over the phone line that progressively become longer in duration. This progressive annoyance warns others to surrender the telephone. In addition to interrupting a phone conversation, the receiver's speaker also emits beeps. The progressive annoyance will continue until the phone line is free.

In the ExacuTrack system, the base station receiver contacts the central monitoring computer at random intervals, if no other events have occurred, to confirm that the base station is operating

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correctly and has not been disconnected from phone service. Officers can specify the minimum and maximum length of this interval, between 14 minutes and 24 hours. Each time the base station calls in, the central monitoring computer sets a new callback time. If the base station fails to call at the scheduled time, the central monitoring computer generates a Missed Callback message after an agency-specified grace period.

Cellular Unit System Requirements:

BI uses the CDMA and GSM networks, which cover all areas in the US in which cellular service is available; if there is no CDMA or GSM coverage in a particular area in the US, then there is no cellular phone system available in that area.

Like the HomeGuard receiver, the HomeCell includes LEDs to indicate function status. The LED lights on the HomeCell indicate the signal reception and strength, data and voice transmission, and power.

The HomeCell unit has a backup battery that supplies continuous backup power for up to 12 full hours.

The BI HomeCell system sends alert information over a wireless connection. This cellular unit cannot be used for any other purpose because it is programmed to only to call only the central monitoring computer. The BI HomeCell series can be configured to receive incoming calls to the client from the officer; however, the unit does not allow the client to make outgoing calls.

The BI HomeCell unit does not allow the client to make outgoing calls. It can be configured to allow incoming calls from the officer but does not permit outgoing voice communications.

The BI HomeCell can be configured to allow incoming calls from officers.

Once the HomeCell is installed, tamper detection technology reports if the equipment is disconnected and motion detection sensors report if the equipment is moved.

The cellular unit system telecommunications provider set up is invisible to the Department. BI manages all communication with the cellular provider.

Portable Monitoring Unit Requirements:

The Drive-BI is a hand-held receiver that detects the presence of participants wearing HomeGuard 200 transmitter, which is the transmitter used for the HomeGuard radio-frequency monitoring program as well as the ExacuTrack passive GPS tracking system and the ExacuTrack AT active GPS tracking system. The Drive-BI portable monitoring unit allows officers to verify a participant's presence or absence when the participant is away from home for work, school, or scheduled appointments such as counseling.

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The Drive-BI has an LCD display backlight that allows an officer to see displayed information in any ambient lighting condition. The backlight remains on when the Drive-BI is connected to an external power source. If the unit is using the battery, the backlight turns off after 30 seconds of inactivity and enters the Power Saving mode. All other Drive-BI operations are unaffected. The backlight is re-enabled by pressing a button or when the Drive-BI receives a transmitter signal.

With the included portable and magnetic car-mount antennas, the Drive-BI can detect signals from a range of about 300.

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

The Drive-BI contains an internal, rechargeable battery that provides up to eight hours of continuous operation when fully charged. The Drive-BI operates on battery power or can be powered from a vehicle's 12-volt power outlet via the cigarette lighter adapter provided by BI.

When the battery has approximately 10 minutes of remaining power, the green Power indicator light flashes and the low battery symbol appears on the display screen. If the battery dies, the Drive-BI retains all of its settings and messages, including the date and time.

Officers can use the furnished wall power adapter or the 12-volt cigarette lighter adapter provided by BI to recharge or run the battery. It takes 16 hours to fully charge the battery.

The Drive-BI components include both a short whip antenna and a magnetic, vehicle rooftop antenna.

The Drive-BI stores transmitter messages in a data file that officers can download to a PC. This file, which holds up to 250 messages, includes the transmitter type, identification number, battery status, and tamper status. It also stores the date and time it received the transmitter messages. All the data in the Drive-BI's transmitter log can be downloaded to a PC and utilized in a printable report format.

Requirements for GPS Tracking:

General GPS Monitoring Requirements:

We design, manufacture, test, service, and support a complete continuum of tools used by community corrections officers and agents throughout the U.S. To increase convenience and ease of operation, the HomeGuard 200 transmitter is compatible with all of BI's products, including RF, Alcohol, Cellular, and GPS. This allows officers to leave the same transmitter on

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an offender as s/he is moved from lower or higher monitoring sanctions, whether the offender is using electronic monitoring, active GPS tracking or passive GPS tracking.

The ExacuTrack AT active GPS tracking system uses GPS satellites to determine a client's location to within 30 feet, and sends this information to a central monitoring computer over a cellular network. This allows agencies to monitor and record a client's movements 24x7x365.

The ExacuTrack Series tracking systems consist of a transmitter, portable tracking unit, base station and central monitoring computer.

Transmitter. A HomeGuard® 200 transmitter is worn around the ankle 24 hours a day. The transmitter serves as an electronic tether to the portable tracking unit and base station.

Portable Tracking Unit. An ExacuTrack or ExacuTrack AT portable tracking unit carried whenever the client is outside the home. The tracking unit tracks the client's movements using GPS. If the transmitter and tracking unit are separated by more than approximately 50-80 feet (on the high setting), the tracking unit records and sends a violation.

Base Station. An ExacuTrack Series base station relays tracking unit information from the tracking units to the central monitoring computer. While at home, the client docks the tracking unit in the base station (unless the client is using ExacuTrack AT without a base), which recharges the tracking unit. When the tracking unit is docked, the base station functions as an RF receiver for the client's transmitter. Agency staff can set the receiver's range to 35, 75, or 150 feet, whichever is appropriate to the client's residence. As a result, the client does not have to remain within 50 feet of the tracking unit while it is recharging.

Central Monitoring Computer. A central monitoring computer collects the GPS tracking information and compares the recorded locations to pre-defined exclusion and inclusion zones. Exclusion zones are areas that are off-limits for clients, such as parks, schools, neighborhoods, or bars. Inclusion zones are areas that the client must be within during specified times, such as a workplace. If a client enters an exclusion zone or leaves an inclusion zone at the wrong time, the computer generates an alert.

Home Unit Requirements:

The ExacuTrack base station receiver (home unit for GPS) includes all the items listed for RF home unit requirements, with additional GPS features, including the ability to date / time stamp and transmit docking and undocking of the tracking unit.

ExacuTrack Base Station features include:

- ❖ Easily installed with minimal training
- ❖ Dual internal antenna

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- ❖ 24-hour backup receiver battery
- ❖ In-line transformer
- ❖ Variable leave delay (2-10 minutes)
- ❖ Non-Volatile memory stores over 10,000 messages and 55,000 log entries
- ❖ Variable range settings (High 150 feet, Medium 75 feet, Low 35 feet)
- ❖ Variable range test settings (1-15 minutes)
- ❖ Phone line progressive annoyance
- ❖ Tamper detection
- ❖ Programmable Callback times
- ❖ Variable Motion Detection settings
- ❖ Variable GPS Acquisition Rate (1-10 minutes)
- ❖ GPS Lost-Signal Sounder
- ❖ Out of Range sounder

Designed for quality and consistency, the ExacuTrack base station measures 7.75 x 8.25 x 4.5 inches and weighs 3.7 pounds and includes the components of BI's HomeGuard 200 RF receiver, including two internal antennas to maximize transmitter signal reception, a 24-hour backup battery, an in-line transformer to eliminate accidental power disconnects, and a variable leave window.

In addition, the ExacuTrack base station also includes features that date/time stamp and transmit docking and undocking of the tracking unit. While the tracking unit is docked, the base station functions as a traditional RF receiver for the client's transmitter and listens for the transmitter's signal. The adjustable range of 35, 75, or 150 feet enables an officer to set a range appropriate to the client's residence. This also means that the client does not have to remain within 50 feet of the tracking unit while it is recharging.

Portable Tracking Unit Requirements:

ExacuTrack AT offers two modes of tracking:

- ❖ Active – In *active* tracking mode, the portable tracking unit sends all collected GPS data to the central monitoring computer as frequently as once per minute.

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- ❖ On-demand – In *on-demand* tracking mode, the tracking unit stores the collected GPS data and sends it to the central monitoring computer at specified intervals. Officers can set this callback interval anywhere between 4 and 24 hours, for passive on-demand monitoring.

Department personnel can select and/or change reporting modes via the ExacuTrack software based on agency specified preferences.

The ExacuTrackAT tracking unit includes a “ping” feature that lets staff request the client’s current location at any time, even in the passive (on-demand) mode. This *Find Client Location* function requests the tracking unit to call the monitoring computer. If the tracking unit is set for On-Demand reporting, the client location request will ask the tracking unit to also send all stored data to the monitoring computer. The software includes a map to display the location when the unit responds to the ping request.

The ExacuTrack AT tracking unit measures about 2 x 7 x 1.8 inches, and at only 12 ounces, it is one the smallest and most durable units available today. It can be hand-carried or clipped to a belt.

The ExacuTrack AT portable tracking unit incorporates the Motorola i355 phone, a very rugged, water- and shock-resistant device designed for field conditions, encased in hard molded plastic with a tamper-resistant design. BI subjected the unit to harsh conditions during testing, including drops to concrete and extended periods of shaking and rattling. We found that the unit was extremely durable and resistant to damage.

The tracking unit meets these military standard requirements:

- ❖ Shock Drop MIL-STD-810F, Method 516.5 Procedure IV
- ❖ Min. Integrity Vibration MIL-STD-810F, Method 514.5
- ❖ Transportation Vibration MIL-STD-810F, Method 514.5, Table 514.5C-VI Composite Vehicle Vertical Axis
- ❖ Transportation Vibration MIL-STD-810F, Method 514.5, Table 514.5C-VII US Highway Truck Vertical Axis
- ❖ Humidity MIL-STD-810F, Method 507.4
- ❖ Operational Temperature MIL-STD-810F, Method 501.4 and 502.4
- ❖ Storage Temperature MIL-STD-810F, Method 501.4 and 502.4
- ❖ Dust IEC 60529, IP5X

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The ExacuTrack AT tracking unit contains an internal battery that can power the unit for 16 to 30 hours. The battery fully recharges in four hours or less, depending on the level of depletion. The field-replaceable battery lasts for a minimum of one year of field use or 365 recharge cycles. The tracking unit can be recharged in the base station or using the wall charger, car charger, or officer key.

The battery fully recharges in four hours or less, depending on the level of depletion. Typically, the battery recharges in one to three hours. The ExacuTrack AT tracking unit battery fully recharges in four hours or less, depending on the level of depletion. Typically, the battery recharges in one to three hours. The tracking unit can be recharged in the base station or using the wall charger, car charger, or officer key.

The tracking unit contains an internal battery that can power the unit for 16 to 30 hours. The field-replaceable battery lasts for a minimum of one year of field use or 365 recharge cycles.

With ExacuTrack GPS monitoring, the client wears a HomeGuard 200 transmitter at all times.

While the tracking unit is docked, the base station acts as an RF unit and monitors the presence or absence of the transmitter signal according to the agency specified range which can be set to Low (35 feet), Medium (75 feet), or High (150 feet).

While the active tracking unit is undocked from the base station, the transmitter serves as an electronic tether to the tracking unit. The range at which the active tracking unit detects the transmitter's signals can be set to Low (10 - 20 feet) or High (50-80 feet). If the two devices are separated by more than the selected range, the tracking unit records a violation.

The tracking unit's reception for the transmitter's signals is adjustable and can be set to Low (10 - 20 feet) or High (80 - 100 feet) giving the agency all the flexibility required for minimum and maximum settings.

If the tracking unit or the base station stops receiving the transmitter's signal, it begins counting down a specified length of time called the Leave Window, which can be set for 2 -10 minutes. If the tracking unit or base station does not pick up the transmitter's signal again by the time the leave window expires, it sends a message to the monitoring computer with the date and time the transmitter first left the range of the tracking unit or base station. If the tracking unit or base station picks up the transmitter's signal before the leave window expires, it does not send a message.

The active tracking unit includes a sensor to detect motion; if the unit is not in motion for an agency or officer-specified number of minutes, the GPS receiver enters a "sleep" mode and the tracking unit stores a No Motion event. If the unit is not moving, there is no need to continue recording GPS data points; the sleep function conserves battery power. The tracking unit continues to monitor transmissions from the client's transmitter even during sleep mode. When

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the vibration sensor detects motion, the GPS receiver begins acquiring GPS data again. The unit also records a Tracker Moving event with the date and time.

ExacuTrack portable tracking units use the U.S. government's GPS satellite system to obtain location information and determine their own location to within 10 meters (about 30 feet).

BI has measured the Circular Error Probability (CEP) of the unit. CEP is the radius of a circle within which a GPS point will land. Per the E911 FCC requirement, an emergency call should have a CEP of 95% of fixes within 450 feet. The ExacuTrack AT tracking unit shows that 95% of GPS point fixes are within 23 feet of its actual location, significantly exceeding the U.S. government's requirements for CEP.

Each tracking unit records this information every one to 10 minutes, depending on the agency-specified interval. This interval can be customized on an officer level and at the offender level, and lets staff determine how fine a "breadcrumb" trail they want.

The ExacuTrack series includes two tracking modes. Agency personnel determine which tracking mode best meets their needs. Adjustments to these tracking modes can be made via the software.

- ❖ *The ExacuTrack AT active GPS tracking system.* Active GPS tracking gives agency staff near real-time information about an offender's location and the status of the offender's tracking equipment. The ExacuTrack AT portable tracking unit uses a cellular connection to report monitoring data to the central computer as frequently as once per minute.
- ❖ *The ExacuTrack AT on-demand GPS tracking system.* On-demand tracking lets agency staff specify how often the portable tracking unit should report monitoring data back to the central computer. Staff can set this timeframe anywhere between four and 24 hours for passive on-demand tracking. While undocked, if the tracking unit detects a tamper attempt to the transmitter or tracking unit, it will send a message to the central computer immediately.

If communication with the monitoring computer is disrupted, the active tracking unit's memory can hold over 10,000 date and time stamped events and 50,000 GPS points, which is approximately one week's worth of GPS data points (at an acquisition rate of one point per minute) and event information. The memory is non-volatile; no data is lost if the internal battery is exhausted before the unit can send the stored data to the central monitoring computer. All the stored information is sent to the central monitoring computer as soon as communication is restored.

When the ExacuTrack AT active tracking unit is in active mode, it sends its collected GPS and event data to the central monitoring computer as frequently as once per minute, making monitoring near real-time. The recommended setting for the reporting rate is every minute.

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However, through the software, users can set the reporting rate anywhere between one minute and 24 hours. If the tracking unit is set for passive on-demand mode, users can set the reporting rate between four hours and 24 hours for passive tracking of offenders.

In addition, when the ExacuTrack AT tracking unit is in Active mode and the client enters an exclusion zone buffer or exclusion zone, the unit automatically attempts to record GPS data every 15 seconds and report once every 60 seconds.

The tracking unit is designed with non-commercially available screws to discourage tampering as well as a photo-optic sensor to detect attempts to open the unit. If the tracking unit detects an attempt to tamper with the unit case, it will send a message (and all stored data) to the central computer immediately, whether in active or on-demand mode.

If the tracking unit detects a transmitter low battery signal or a tamper attempt to the transmitter or tracking unit, it will send a message (and all stored data) to the central computer immediately, regardless of the callback interval.

The tracking unit's screen displays four icons to indicate the status of the cellular signal, GPS signal, transmitter signal, and battery level. This default screen appears when the tracking unit powers up. Agency staff can disable the cellular signal, GPS signal, and transmitter signal icons so that they do not appear on the screen. The battery icon cannot be disabled.

Cellular Signal Strength When the background color of the cell signal icon is green, the cell signal is strong enough to communicate with the central monitoring computer. If the background is red, the tracking unit cannot communicate with the central monitoring computer.

GPS Signal Strength A green background in the GPS icon indicates that the tracking unit has acquired a GPS signal. A red background means the unit has lost GPS for more than three minutes.

Transmitter Range Status A green background in the transmitter icon indicates that the transmitter is in range. When the background is yellow, the transmitter is out of range but the grace period has not expired. A red background means that the transmitter has been out of range for longer than the grace period.

Battery Status The background color of the battery icon indicates the tracking unit's battery charge level. Green means that the battery is charged to 51% or more, yellow indicates that the charge is between 26% and 50%, and red means the charge is 25% or less and the unit must be recharged as soon as possible.

The ExacuTrack AT active tracking unit includes a screen with icons and a sounder to notify the client of the unit's equipment status, such as cell signal availability and battery level. Users can

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enable or disable the icons (except the battery status icon) and the sounder. The screen displays text messages when sent on-demand or automatic notifications when certain events occur. The unit can also be enabled to sound a tone when it displays a message to alert the client. You can also require that the client acknowledge a message by pressing the Client acknowledge button on the unit's keypad.

Officers can set up the tracking unit's screen to display a pre-defined violation message automatically when certain events occur, such as not returning home on time or violating an exclusion zone. They can also send free-form text messages on demand, and enable the unit to sound a tone when it displays a message to alert the client. This feature is a function of the ExacuTrackAT active monitoring and does not incur any additional charges.

Officers can select the Text Messaging feature via the software and require that the client acknowledge a message by pressing a button on the unit's keypad.

The ExacuTrack AT tracking unit allows agency staff to call participants directly through the active tracking unit from anywhere, anytime.

The ExacuTrack screen does not display the caller's phone number.

The ExacuTrack tracking unit is designed so that the offender can not make any outbound calls from the tracking unit.

Voice Verification Location Monitoring

General Voice Verification System Requirements:

BI's VoiceID, powered by roboCuff is a web-based system that allows staff to access case summaries and caseload reports, as well as listen to clients' recorded explanations. Staff can also view and resolve any violations. Customizable, graduated sanctions enable staff to select the appropriate protocol (i.e. curfew, home confinement, short-term sanction) and monitoring intensity level for each client. Each client's compliance or non-compliance is tracked, and the system notifies staff when clients may be eligible for a step-up or step-down in monitoring intensity level.

Using only a telephone, VoiceID verifies that clients are at home, work, school, or other locations as scheduled. Based on agency protocols and a client's schedule, VoiceID makes random and on-demand outbound calls (from the system to the client) and accepts inbound calls (from the client to the system).

VoiceID initiates outbound calls to the client's home phone (or an alternate number such as a cell phone) and clients make inbound calls from any pre-authorized or "pre-set" phone number.

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During each check-in, the system compares the client's voice to a previously recorded voice print and uses voice verification in order to verify the client's identity.

BI VoiceID powered by roboCUFF ("BI VoiceID") implements "voice verification" technology licensed from Nuance Communications (NASDAQ: NUAN). Voice verification discriminates a variety of physiological characteristics of the vocal tract of the speaker. BI VoiceID uses this approach to compare the voice of each caller to the baseline model of samples that are known to have been spoken by the offender who the caller claims to be.

After the initial voice print enrollment, BI VoiceID uses automatic "continuous adaptation" that updates and refines the baseline voice print with additional voice samples from subsequent check-ins during which the identity of the offender is determined at a high confidence level. Voice verification systems that do not incorporate "continuous adaptation" will require the offender to periodically record a new voice print to be able to continue to recognize that offender accurately.

BI VoiceID compensates for "channel mismatch" that could otherwise significantly degrade the ability to accurately match the offender's initial voice print that may have been recorded in a government office (typically a high quality digital business line) with their voice as transmitted from their home telephone (which might be a lower quality analog consumer line). Voice verification systems that do not have the ability to compensate for "channel mismatch" typically require that the offender voice print be recorded in the location where they will be monitored.

BI VoiceID is designed to minimize the possibility of allowing an imposter to successfully check in for an offender, and it generates an alert for any check-in for which it cannot verify the identity of the caller with a high degree of confidence. BI VoiceID is configured to detect imposters with 99% accuracy. Approximately 3-5% of check-ins result in voice verification exceptions that require follow-up analysis; once an offender has called in successfully a number of times, the automatic continuous adaptation typically reduces this to below 1%.

BI VoiceID has several layers of tamper resistant security features:

- ◆ BI VoiceID uses no hardware, avoiding any opportunity for hardware tampering.
- ◆ The BI VoiceID website is protected by multiple security protocols including Secure Socket Layer ("SSL") encryption and individual credentials (user ID and password) for each officer.
- ◆ BI VoiceID uses Automatic Number Identification ("ANI") to determine the location from which an offender is calling. ANI is the telephone network technology that enables Caller ID, but ANI is not susceptible to Caller ID Blocking or to manipulation of Caller ID.
- ◆ BI VoiceID determines offender identity through biometric voiceprint authentication. Initial VoiceID voiceprints for each offender are recorded by the offender in the presence

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of an officer. VoiceID uses voiceprint authentication technology provided by Nuance Communications Inc. (Nasdaq: NUAN), achieving accuracy exceeding 99%.

Based on the client's curfew schedule, VoiceID makes outbound notification calls to the client. When the client receives a notification call from the system, they must respond by calling in to the system for a check in.

Officers can also schedule pre-set calls, which are inbound calls from the client (typically while they are at work, school, or treatment) to the system. Pre-set calls do not include notification calls and are intended to verify a client's location away from the home.

VoiceID enrollment can be accomplished in a few minutes and consists of entering client information into the system and creating a voice print. Client information includes client name, home phone number, curfew schedule, and schedule start and end date. In order to create the voice print, officers meet with the client and call into the system. The system then prompts the client to repeat a series of number patterns and records the client's response. The VoiceID system also includes a Client Orientation video that can be used to instruct clients on how to remain compliant with VoiceID.

Officers can schedule "pre-set" calls or prescheduled calls from the client to the system which verify a client's presence at a particular "location" or phone number.

When an officer inputs a call, the officer also assigns the phone that the system should utilize for that particular call. During check-ins, the system compares the client's voice to the recorded voice print and uses voice verification in order to verify the client's identity. VoiceID can verify the offender's presence at a specified location by displaying the specific phone number or "location" that VoiceID is expecting a call from or has received a call from.

Officers also have the flexibility of adding "no-call" periods, during which the system will not initiate any calls to the client.

The number of prescribed locations is not limited by the system capability. When an officer creates a call schedule, the officer may input the desired phone number that will apply to that particular scheduled call.

For check-in calls that are unsuccessful, VoiceID records the client's verbal explanation as to why the call was late, missed, or from the wrong location. By logging in to the Voice ID system via the Internet, officers can view check-in results, as well as play back client explanations in order to determine how exceptions should be resolved. Additionally, officers can play back the client's stored voice print and compare it to the client's verbal explanation.

Call schedules and alert notification options are customizable, on a client-by-client basis, and can be set-up or modified as desired, through the software interface.

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Department personnel are able to manage outbound calling schedules via the software interface. Officers will have the flexibility of creating a schedule for calls during the enrollment process and modifying the schedule as needed. Officers can select the number they want VoiceID to call to remind the client to call in for a check-in. Officers also select the number they want the client to call in from, whether from an existing number or a new number. VoiceID call schedules can help officers determine when a client will receive notification calls from VoiceID and when a client should be home.

For outbound calls, BI VoiceID will automatically retry calls within three to five minutes in the event of a busy signal or a no answer.

With VoiceID, powered by roboCuff, the County has several options for determining which type of call results are unsuccessful and what criteria is acceptable before an alert is generated.

BI VoiceID allows configuration of agency-specified protocols which define thresholds for the number of different types of infractions. Thresholds can be different for different protocols and for different client risk levels within each protocol. When a client reaches any of these thresholds, BI VoiceID will recommend a "step-up". BI VoiceID notifies agency personnel of these recommendations with an immediate "alert" that is send to the supervising officer by email. These recommendations are also included in the BI VoiceID Weekly Summary Report and online through the BI VoiceID Dashboard, Caseload Summary and Protocol Transition function.

Officers have the options of handling calls that are deemed unsuccessful alerts as "Exceptions". Exceptions are check-ins that require officer attention, such as a missed call or a voice verification failure. Exceptions can be excused at an officer's discretion, thus is an "acceptable failure", or listed as an infraction, which then creates a violation for the client.

For calls that are unsuccessful, VoiceID records the client's verbal explanation as to why the call was late, missed, or from the wrong location. Officers can playback these explanations in order to determine how the exception should be resolved. Officers can also enter case notes regarding exceptions.

With VoiceID, powered by roboCuff, results of check-ins include the following:

- ◆ **Successful Check-In.** Occurs when a client checks-in from the correct phone number within three minutes of the notification call. The client also passes the voice verification test.
- ◆ **Missed Call.** The client did not check-in as scheduled or the client checked-in over 10 minutes after the notification call.
- ◆ **Late Check-In.** The client checked-in between three and 10 minutes after the notification call.

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- ◆ *Wrong Location.* The client checked-in from a number that VoiceID could not verify.
- ◆ *Voice Verification Failure.* The caller's voice did not match the previously recorded voice print.
- ◆ *Busy Phone Line.* The client's phone line was busy when VoiceID attempted to place a notification call.

Alert notifications can be sent to the agency by email or pager. Officers may also choose to view alert information by logging in to the VoiceID system's daily email reports.

VoiceID offers multiple summary and analytical reports than can be viewed or printed. By logging in to the system, officers can easily and securely access case and agency level reports such as the following:

- ◆ *Check-In History Report.* Displays an activity summary for a specified timeframe.
- ◆ *Court Report.* Displays failed check-ins that were resolved as infractions by the officer.
- ◆ *Schedule Graph.* Displays a specified client's curfew schedule for the entire monitoring period, as well as successful and unsuccessful check-ins.
- ◆ *Daily Call Report.* The scheduled and completed calls and the schedule for the day.
- ◆ *Daily Call Summary.* Today's calls for all cases active during the day.
- ◆ *Agency Summary.* A summary of successful versus failed check-ins for each case.
- ◆ *Agency Cases.* A list of all monitored cases and their current status.
- ◆ *Self Pay Invoices Due.* A summary of all invoices due.
- ◆ *Monthly Call Plan.* A summary of the scheduling and progress for all monthly random cases.

The VoiceID system automatically sends email reports regarding the status of an Officer's caseload. Additionally, successful client check-ins and alerts of unsuccessful calls are automatically logged in the software. For check-in calls that result in violations, officers can view and/or print reports, including a Check-in History, Court Report, or an Agency Summary, which include the offender name and the date and time of the violation. Since VoiceID is a web-based system, by simply logging into the software, staff have to access case summaries and caseload reports, as well as view and resolve any violations.

Remote Alcohol Testing Requirements

General Requirements for Remote Alcohol Testing:

Sobriety units are connected to a standard telephone line in the client's residence and use this connection to communicate with the central monitoring computer. BI provides the telephone

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cord and the modular detachable plug-in with the unit. For clients that do not have telephone service, the BI HomeCell system can be used in conjunction with the Sobriotor system. With the HomeCell system, information is sent to the monitoring computer via a wireless connection.

The Sobriotor will automatically switch to battery power in the event of a failure in the primary power source. The Sobriotor's backup battery allows Sobriotor to function normally for up to 12 hours, and complete up to four breath tests, if it loses AC power. When power is restored, the battery automatically recharges in six hours. Sobriotor will also automatically switch back to the primary power source once it has been restored and recharge the internal NiCad batteries.

If Sobriotor loses phone service, its non-volatile memory can store up to 16 messages and send them to the monitoring computer as soon as phone service is restored. Also, Sobriotor can administer breath tests in the absence of phone service, since participant identification is built into the unit.

With minimal officer training, Sobriotor is installed in the client's home in five minutes or less. Sobriotor can be installed as a stand alone system, with the HomeGuard, or with the ExacuTrack system.

The Sobriotor system includes a Distribution Box, which manages the power and phone connections for the system. In order to install the Sobriotor system, officers simply follow these steps:

1. Plug the Sobriotor's unit cord into the Distribution Box.
2. Plug one end of the supplied power cord into a wall outlet and the other end into the Distribution Box.
3. Unplug the phone cord from the client's phone and plug into the Distribution Box.
4. Ensure that the other end of the phone cord is plugged into a phone jack.
5. Connect one end of the supplied phone cord to the Distribution Box and plug the other end into the client's phone.

In order to install a new Sobriotor unit with the HomeGuard or ExacuTrack system, officers simply plug Sobriotor's unit cord into the back of a HomeGuard 200 receiver or an ExacuTrack base station.

At the time of enrollment, the participant records three words, which are stored in the Sobriotor as a template of the participant's voice. After Sobriotor has created the voice template, the Officer must also verify the accuracy of the template. A good template means that the client will pass voice verification tests but no one else will. To verify the voice template, the client takes a voice test immediately after creating the template for the Sobriotor to measure the client's voice against the template. Once the voiceprint template is successfully created, it is stored in the Sobriotor for comparison against future voice tests.

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Sobriotor uses biometric (voice verification) technology to ensure that the participant is the person actually performing the test.

At the time of enrollment, the participant records three words, which are stored in the Sobriotor as a template of the participant's voice.

Before blowing into the Sobriotor, the participant is asked to repeat up to 6 words randomly chosen by Sobriotor. Sobriotor compares the participant's voice to the enrolled template in order to verify the participant's identity. Unlike photo identification, biometric voice identification even distinguishes between twins. When it comes to participant identification, biometric vs. photo identification can be compared to the accuracy of a fingerprint vs. a mug shot.

If the client attempts to defeat the unit by having someone else take the voice and blow portion of the test, the imposter's voice is recorded and can be played back at any time. The Sobriotor allows for a retest before reporting any failure. If Sobriotor sends a message that indicates that the client is not complying with the alcohol sanction, then the central monitoring computer monitoring computer identifies the message as an alert after a retest.

When Sobriotor is positioned around the mouth, multiple proximity sensors register the presence of the face. If the offender removes Sobriotor from the face at any time during the testing process, the test will be reported as a mask failure. This prevents the client from passing the voice verification test and then attempting to defeat the unit by handing the Sobriotor to someone else and supplying a breath sample from another person.

Tamper detection features for the Sobriotor include:

- ❖ *Biometric voice printing.* By measuring unique physiological characteristics to identify an individual even twins can be uniquely identified.
- ❖ *Proximity sensors.* Strategically placed proximity sensors around the face prevent the offender from removing the Sobriotor from the face undetected.
- ❖ *Alert Notification.* If an offender fails the voice test or removes the mask from the face at any point during the testing process, Sobriotor detects the failure and promptly generates an alert.
- ❖ *Playback capability.* This feature allows officers to playback failed voice tests and assists the officer in determining whether the client is making their best effort to comply with the sanctions of the Sobriotor.

With Sobriotor, compliance with an alcohol restriction can be verified using a customized alcohol breath testing schedule. Officers can schedule multiple tests during a 24 hour period at regular intervals, randomly, or on-demand. When used with HomeGuard, Sobriotor can

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administer an alcohol test immediately after a participant returns home, and on a random or scheduled basis thereafter. There are four different schedule types:

- ❖ *Random.* With random alcohol testing, officers specify a timeframe and frequency, and the monitoring computer generates testing times within those parameters. For example, if an officer specifies a timeframe of 1730 to 2330 and a frequency of every 30 to 45 minutes, the Sobriotor summons the client for a test somewhere between every 30 to 45 minutes during that six-hour period.
- ❖ *Fixed.* Fixed alcohol tests are scheduled for specific times. For example, if an officer schedules tests for 0700, 1300, and 1830 Monday through Friday, the Sobriotor summons the client at exactly those times on exactly those days.
- ❖ *On Enter.* Sobriotor summons a client for a Test On Enter as soon as the client returns home. This schedule type is available if the client is also being monitored with the HomeGuard 200 electronic monitoring system.
- ❖ *On Demand.* An officer can initiate an on-demand test at anytime. As soon as the request has been entered into the monitoring computer, it calls the client's Sobriotor, which then immediately issues a summons to the client for an alcohol test. In addition, the Officer Control Unit (OCU) also allows the officer to use Sobriotor to perform field sobriety tests anytime and determine the BrAC of the person being tested.

Sobriotor uses voice prompts during client enrollment, voice verification tests, and alcohol tests. For example, in the voice verification portion of the test, Sobriotor prompts the participant to speak louder if he is whispering and likewise to speak softer if he is shouting. Sobriotor also uses voice prompts to guide the participant through the breath sample portion of the test. Sobriotor includes multi-language functionality and can play all voice prompts in English or Spanish. Officers choose the language Sobriotor should use during client enrollment.

If the client fails the voice verification, Sobriotor stores the last failed voice verification in the non-volatile memory, helping the officer to understand why the client may have failed the voice test. If someone else took the test, the imposter's voice was recorded and can be played back at any time. This playback of failed voice tests assists the officer in determining whether the client is making their best effort to comply with the sanctions of the Sobriotor.

Sobriotor doesn't just detect the presence of alcohol, it reports the offender's actual blood alcohol content. Sobriotor measures breath alcohol content (BrAC) using fuel cell technology, one of the most accurate alcohol testing methods available. The client is required to blow into the Sobriotor so that the breath from the "bottom" of the client's lungs is analyzed. The concentration of alcohol in a deep-lung breath sample (breath alcohol content or BrAC) is directly proportional to the alcohol concentration in the blood (blood alcohol content or BAC). Sobriotor sends the results to the central monitoring computer as blood alcohol readings (BAC)

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from 0.010 to 0.250. If the result of an alcohol test indicates a violation of the client's sanction, the central monitoring computer can automatically page, without human intervention, the supervising officer.

The Sobriotor uses a deep lung test to measure alcohol present in the body. During a breath test, the unit is fitted to the client's face so that the only thing Sobriotor is testing is the breath exhaled by the client. While it will respond to alcohol/ethanol presence if it is in the body, the Sobriotor will not respond to these gases if there is no test in progress. The Sobriotor does not have exposure to alcohol and ethanol while under going a normal breath test.

The Sobriotor is controlled by the Officer Control Unit (OCU), which permits the user to access several menu options via a controlled password. The OCU is connected to the Sobriotor by means of the power cord and transformer that come with the Sobriotor. The OCU includes a display screen that shows test results. In addition, the OCU can be used to perform the following functions with Sobriotor:

- ◆ Enroll clients
- ◆ Select a language
- ◆ Listen to the last failed voice verification
- ◆ Administer field alcohol tests
- ◆ Calibrate the Sobriotor
- ◆ Change reporting phone number, password, and security level
- ◆ Power off the Sobriotor

Monitoring Center Requirements

General Monitoring Center Requirements:

If commercial AC power is lost to the building(s), uninterruptible power supplies (UPS) instantly deliver backup power to all servers for up to 15 minutes. However, within six seconds of a power loss, a diesel-powered generator is automated and comes online to deliver power to both facilities in Boulder and Anderson. From the field, any shift in power sources is transparent. If necessary, a natural gas generator automatically comes online to replace the diesel-powered generator. The GuardCenter can operate on generator power indefinitely. Both generators are secured in a restricted-access area, and are tested monthly.

All client and program data is maintained in database servers. BI's electronic monitoring software uses a sophisticated triple-server system to ensure client information is accessible and reliable despite high traffic. This system includes one primary production server and three backup servers, located in Boulder, Colorado and Anderson, Indiana. If for some reason the primary production server goes down, the system switches to the second server while the first server receives attention, with no interruptions in service experienced by our customers. *No other vendor comes close to this level of redundancy and data protection.*

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In addition, each server has a RAID 5 (Redundant Array of Independent Disks, Level 5) subsystem, which provides reliability and fault tolerance. In RAID 5, data is striped across a set of drives. That set of drives is mirrored, which results in two identical sets of striped data. If one disk fails, the other disks continue to function while the disk that failed is repaired or replaced.

The BI host system has the capability to receive unlimited equipment calls from the field equipment.

BI has both telephone service provider and component diversity. Two separate long distance carriers provide redundant phone line paths for equipment calls into the Boulder corporate office. All phone lines and data paths into the building are brought in via fiber and copper at different entry points, providing last mile redundancy. Multiple, diversely routed T1s connect the GuardCenter and Boulder corporate office, providing large bandwidth for data connectivity.

The strategy that BI has developed for managing uninterrupted flow of data is superior to a PBX network, and involves both telephone service provider and component diversity.

- ❖ Two separate long distance carriers provide redundant phone line paths for equipment calls into the Boulder home office.
- ❖ Calls are split and routed through redundant switching, ensuring connectivity if one switch fails.
- ❖ All phone lines and data paths into the building are brought in via fiber and copper at different entry points, providing "last mile" redundancy.
- ❖ Multiple, diversely routed T1s provide large bandwidth for data connectivity. In addition, these dedicated point-to-point T1 lines ensure security and connectivity between the Boulder, Colorado servers, and the backup Anderson, Indiana, servers.

BI has multiple inbound and outbound phone lines available for voice and equipment calls:

- ❖ 144 inbound phone lines for voice calls (144 circuits divided over 6 T1's)
- ❖ 96 inbound modems to handle calls from FMDs
- ❖ 16 outbound modems to handle calls to FMDs
- ❖ 18 inbound modems for ExacuTrack

BI will provide monitoring services 24x7x365 for all participants. Specialists trained and certified to handle equipment and service issues are available round-the-clock through BI's state-of-the-art GuardCenter. They handle over 200,000 calls each month on topics ranging from complex monitoring issues to equipment troubleshooting. Specialists themselves have access 24

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hours a day, seven days a week to Internal Systems, Telecommunications, Training, Monitoring, Management, and Technical Support staff. The GuardCenter never closes; agency staff can call, toll-free, at any time day or night. All calls are answered by a live specialist within an average of 7 seconds or less. Every day, they provide reliable, immediate, round-the-clock support to agencies nationwide.

The ExacuTrack field equipment is programmed to call in all data to the central host computer system. There is no limit to the number of transactions that can be recorded and there is no additional charge to the participant or the agency.

The central monitoring computer receives and retains all data sent by field equipment. The data is stamped with the date and time of occurrence as well as the date and time the data was received by the computer. All data is available online in real-time for viewing and running reports.

All telephone conversations between the monitoring center and participants or officers are recorded. Callers are advised by monitoring specialists that all calls are recorded. Recordings are stored on DAT tapes, which are retained for future reference and stored on-site for easy access, and are available to the agency upon request.

Authorized users can view and print a list of all events, including alerts, daily summaries, or a compilation of data recorded for a particular client. Program data is archived off the system after six months and saved for five years; data can be retrieved upon request.

All data is backed up to tape daily, weekly, and monthly. Weekly backups are sent to an offsite storage facility on a weekly basis and are maintained for two weeks before being returned. Monthly backups are kept on site in a fire-proof cabinet. These tapes, which include all participant records, both active and inactive, remain on site for at least one year. After a year, the tapes are transferred to an offsite storage facility and stored for a minimum of four additional years. There is no limit to the number of transactions recorded during this time. All records are available to the agency and can be compiled to include the client's term of monitoring.

When an agency begins using the ExacuTrack system to monitor offenders, BI's Monitoring Customer Service department works with the agency to set the defaults for events, alerts, and notifications according to agency preference. The agency can specify which monitored events will require violation notification and whether an alert is high-priority or non-critical.

Notification methods include email, page, text to cell, fax or next day business notification.

All notification settings can be adjusted for customized notification at the agency, officer, and client levels. Agency personnel have the option of choosing a different type of notification method (email, page, fax) or escalating notification to another officer after a specified number of minutes.

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Officers can quickly and easily make changes to the notification procedures and/or parameters by logging in to www.bi.com and accessing the ExacuTrack software. Authorized personnel can make changes 24x7x365 either by remote access via login and password or by calling in a request to the GuardCenter via the toll-free number.

24x7x365 Staffing. BI recognizes the importance of maintaining an adequate and efficient staff to traffic ratio. BI has a dedicated team of Management and Quality personnel that meet on a regular basis to review traffic patterns and staffing needs. Staffing at the GuardCenter is critical to success in delivering uninterrupted service. Stanislaus County will be supported by the BI GuardCenter, which is a state-of-the-art facility, outfitted with the most advanced telecommunication and computer systems, and dedicated solely to electronically monitoring individuals under supervision in the community.

Secure GuardCenter Access. Staff access to the GuardCenter is tightly controlled with an electronic security system and by badge entry at two distinct points. The GuardCenter in Anderson, Indiana, and the computer systems in Boulder, Colorado, are supported with system administrators 24x7x365.

The GuardCenter monitoring facility is secured so that access to GuardCenter and all records is restricted to authorized individuals. Access to the GuardCenter is initially controlled through a keyed elevator access system that restricts access to the fourth and fifth floors. Visitors must first telephone the receptionist from the first floor lobby, and then be personally escorted to the reception area. Visitors must sign the visitors' log, and are then issued a numbered visitors' badge that must be displayed at all times. Visitors must be escorted at all times while visiting the facility. Internal security is maintained through the use of electronic door controls, accessed through security swipe cards. All visitors must sign out and surrender their visitor's badge when they leave.

During business hours all external doors to the building, except the main entrances, are locked. The doors into the GuardCenter are also protected with access control devices that further limit access to the center. All requests to visit the monitoring center must be approved in advance. After normal business hours, a security officer makes random checks of the interior and exterior of the building. Outside lighting is provided on the perimeter of the building which illuminates both the building and the parking lots adjacent to the building. The perimeter parking lot is also monitored by a closed circuit TV system. After hours access to the building is restricted to those employees with the appropriate access cards. Cameras are also strategically placed in the lobbies and in the elevators, and all transmissions are recorded twenty-four hours a day.

The building has a fully integrated fire and smoke detection system tied directly to an alarm company that monitors the facility around the clock. GuardCenter supervisors, as well as security personnel, monitor the building and facilities in the event of theft, fire and natural disasters. A fully implemented emergency response procedure has been produced to assist personnel to respond appropriately in the event of an emergency.

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Secure Software Access. Beyond the physical security of the GuardCenter facility, BI takes precautions to maintain the confidentiality and integrity of the customers we serve by securing policies and procedures to protect agency, officer, and offender data.

New hires for the Anderson GuardCenter undergo verification of social security number, criminal conviction searches at counties of residence for the past ten years, National U.S. Federal District Court Search, Sex Offender Registry search and residential history verification. Upon employment, prior to having access to the system, all BI Incorporated employees sign a confidentiality agreement to ensure that the confidentiality of each participant record is not compromised.

GuardCenter staff are provided formal intensive training on the subject of the need for confidentiality. BI monitoring staff are required to inform their supervisor immediately upon any knowledge of a person they are acquainted with being placed on house arrest. The employee will agree not to share any oral or written information concerning equipment, officers, agencies, or participant information to the participant on home confinement, or anyone not affiliated with BI Incorporated. BI employees fully understand that it is BI's policy to terminate anyone who violates the company standards for confidentiality.

BI's monitoring computer's operating system, Microsoft Windows 2000, includes security features to prevent interference from unauthorized individuals. Users access the monitoring system through a series of logins and verifications at the operating system, application, and database levels. System administrators assign every internal and external user a unique user ID and password that restrict access to specific information. For example, a field officer's access can be restricted to only that officer's cases. A security log records all log-in and log-off activities.

The log is checked daily to verify suspicious log-in attempts. The system also records all changes to participant information. Login ID codes enable the System Administrator to identify who modified the information, when it was modified, and the original information before the change.

Login names and passwords are assigned to each person authorized to access participant data. Each monitoring services specialist must log on to the system with his or her login name and password in order to gain access to the system.

Each shift is also staffed with a Supervisor or a lead monitoring services specialist to further ensure the necessary oversight and security needed to protect the confidentiality and security of information.

Monitoring System Software Requirements

Internet Access and Web-Based Application:

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Designed specifically for community corrections officers, BI web-based software systems are easy to learn and use. Offender information is stored in a central, secured monitoring system and available to officers by any computer with Internet access (Internet Explorer 5.5 or higher). All BI software is completely web-based, and requires no third party downloads of software that could compromise an agency's network security. It is easy for officers to access from any web-enabled computer.

Secure LoginID and Password:

Officers will have unique logins and passwords that will enable access to view participant activity 24 hours a day, 7 days a week through the homepage of BI's website (www.bi.com).

Software Features:

- ❖ Access software via Internet or PDA anytime, anywhere
- ❖ Enter and edit client information including schedules and zones
 - ◆ Enroll and delete clients from the system
 - ◆ Assign curfew schedules
 - ◆ Customize schedules by day or include multiple schedules in one day
 - ◆ Create numerous polygon shaped zones that provide flexibility and greater accuracy
 - ◆ Utilize Microsoft MapPoint, advanced road view mapping that is updated quarterly
 - ◆ Utilize Microsoft® Virtual Earth Satellite mapping, 2D and 3D topographical mapping
 - ◆ Display mapping points with Reverse geo-coding
- ❖ View Event Histories
 - ◆ Search by start / end date or a specific time
 - ◆ Sort by Event time
 - ◆ Print a list of Events or Alerts
 - ◆ Check Event Pairing
- ❖ View and process violations / alerts
 - ◆ View, comment, close, and/or re-open alerts
 - ◆ View alert details
 - ◆ View mapping summaries and utilize mapping playback
 - ◆ Customize Caseload Snapshot screen to show open alerts, equipment type, location status, and/or client risk level

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- ♦ View, sort, or categorize Officer Caseloads
- ❖ Create, view, print, and download all scheduled and “on-demand” reports in a standard format (Word, Excel, PDF)
 - ♦ Choose from thirteen current Standard reports
 - ♦ Create unique ad-hoc Customized reports
 - ♦ Schedule reports for email delivery
 - ♦ Export reports into Excel, Word, PDF, Access or other software applications
- ❖ Set-up or modify violation notification
 - ♦ Define automated alert processing that delivers notifications to a cell phone, pager, email, or fax
 - ♦ Configure equipment at agency, officer, or client level
 - ♦ Select and modify methods and parameters for notification, including escalation
- ❖ Request the location of a client at officer discretion
- ❖ Send text messages to offender
- ❖ Contact client via Voice Calling feature

Reports:

The ExacuTrack system uses Crystal Reports to enable users to schedule reports for automatic delivery and run reports on-demand. Reports can be viewed, printed, saved, and downloaded as Excel, Access, Word, and PDF documents.

Standard ExacuTrack reports include:

- ❖ *Activity Summary.* This report lists a client’s daily activities.
- ❖ *Agency System Utilization.* This report (also called Equipment Utilization) shows the equipment that an agency is using and related information.
- ❖ *Alert Summary.* This report shows alerts for a client during a specified time.
- ❖ *Case Load At-a- Glance.* This report is a screen that summarizes caseload statistics.
- ❖ *Caseload Profile.* This report lists each client’s name, case ID, phone number, ExacuTrack start and estimated end date, and equipment IDs for all active clients on an officer’s caseload.

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- ❖ **Client Profile.** This report prints out all the information on a client entered on the Client Profile page. Users can run this report for one, several, or all active clients on a caseload.
- ❖ **Daily Summary.** This report superimposes GPS data points on a map, and also lists all alerts that occurred during the specified time period.
- ❖ **Mapping Summary.** This report shows a client's location during a specified period of time, superimposed on a map. Unlike the Daily Summary Report, the Mapping Summary Report is interactive. Users can re-center the map, as well as zoom in, zoom out, and move north, south, east, and west. Clicking the time segment links displays individual location points.
- ❖ **Aerial Mapping Summary.** Users that select Virtual Earth as a preference can access this report, which shows a client's location(s) superimposed on a satellite image during a specified period of time. The summary shows active zones for the client. You can run this report to cover anywhere from one to 24 hours.
- ❖ **Mapping Playback.** This report uses moving dots to show where a client was during a specified period of time. It also displays the direction and speed recorded at each point, and the equipment status at each point. This report is also interactive and allows users to customize the playback.
- ❖ **Monthly Equipment Summary.** This report summarizes by month the total number of units used by an agency, the number of new installs, number of disconnects, and number of active clients.
- ❖ **Single Alert.** This report shows you all the details for one alert, whether open or closed.
- ❖ **Zone by Zone.** This report lists all client movement associated with entering and leaving zones, including both events and alerts, for the specified time period.

In addition to ExacuTrack's standard reports, a Client Summary is available as a link or a button on most screens, and gives a brief overview of a particular client's zone and schedule information.

Enhanced ad-hoc reporting within Crystal Reports allows users to create reports with Agency, Client, Event, Equipment and Officer Information data.

Users can also use Crystal reports to create customized ad-hoc reports by selecting specific criteria from available fields and selecting which fields to display. Customized reports do not need to be re-created each time, but can be stored for later use. Each time the user runs the report, the system pulls new current data.

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BI reports are generated by Crystal Report Writer and can be exported to many applications, including Excel, Word, Access, and Delimited Text. Users then have the flexibility of displaying the ExacuTrack data according to the features within the chosen application.

Zones:

Officers can enter numerous zones and schedules per offender. Zones can be any shape, not just circles or squares as with less sophisticated GPS systems, which means offenders do not have to travel through exclusion zones or travel miles out of their way to avoid an exclusion zone. Schedules indicate when the zone applies and when it doesn't. Each zone is a user-defined geographical area with a user-defined schedule. Each exclusion zone has a defined buffer zone that allows for increased monitoring of the offender. If an offender enters an exclusion zone, the GPS acquisition rate is automatically increased to once every 15 seconds. The schedule for each zone can be customized by day and even includes multiple schedules in one day.

ExacuTrack includes four types of zones to provide maximum flexibility and convenience.

Mandatory inclusion zones. A client must remain within this inclusion zone during specified times. For example, a client is required to remain at work between 09:00 and 17:30. If the client leaves the Mandatory zone during this time period, the system records an inclusion zone violation.

Master inclusion zones. A client must remain within this inclusion zone at all times therefore there can only be one Master zone per client. For example if the client must remain within county or state lines and does not, the system will generate an alert. Users can set up Mandatory inclusion zones, Areas of Interest and Exclusion zones within a Master zone.

Exclusion zones. Exclusion zones are areas a client may not enter at any time. For example, a client may be required to stay away from a victim's home. A 1000-foot buffer zone is automatically assigned around any exclusion zone. When the tracking unit enters a buffer zone, the GPS acquisition rate automatically increases to every 15 seconds and remains at this rate until the tracking unit leaves the Exclusion zone and its buffer.

Areas of Interest. An Area of Interest is a zone that a client may enter and leave without generating a violation. The ExacuTrack system will record *Enter* and *Leave* events, allowing staff to keep track of a client's movements in a specific area without generating alerts. An Area of Interest overrides an exclusion zone. For example, an officer might set up an exclusion zone around an ex-spouse's home. However, the client is allowed to be at or near the home for half an hour on Friday nights to pick up children for visitation rights. To handle this situation, the officer creates an Area of Interest covering the same area as the exclusion zone but allowing the client to enter during a half-hour window on Friday nights without generating an alert.

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RF Schedule. In addition to zone types, ExacuTrack also offers RF monitoring, to increase offender accountability. An RF schedule is a tracking rule that takes advantage of the fact that the base station functions as a traditional RF receiver while the tracking unit is docked. The receiver range acts as the zone for this tracking rule. With a defined RF schedule in place, the ExacuTrack system can distinguish between scheduled leaves and enters, and curfew violations. This allows you to specify alerts only for violations.

Maps:

Satellite Imagery. Satellite Imagery introduces a new way of viewing client GPS data and creating client tracking rule zones. This new method employs Microsoft® Virtual Earth. This new map control offers you the option to view maps with a road level view, aerial view or hybrid view which utilizes satellite images with street names overlaid on the image.

Officers can select to create zones using MapPoint or Virtual Earth:

- ◆ **MapPoint display** – Road level view showing streets, roads, schools and other landmarks.
- ◆ **Virtual Earth display** – Aerial view showing topography of an area, including detailed graphic representation of the surface features of a zone on a map.
- ◆ **Hybrid mapping** – A combination of road maps and aerial maps that combine the aerial view with the classic road map street names and show an overlay on the satellite image of the topographical map of the area.

With Microsoft Virtual Earth, ExacuTrack also offers a new report known as the Aerial Mapping Summary Report and a new option for drawing tracking rule zones.

Aerial Mapping Summary Report. The new Aerial Mapping Summary report provides user with a mouse over pop-up feature that allows the user to query the system for color-coded GPS points and obtain information such as the date, time, and speed of each point. Additionally, a link will appear in the window that allows user to utilize the Address Lookup feature described below.

Address Lookup. This feature is in pop-up form and provides the user with a tool, independent of the tracking rules page, for finding Virtual Earth locations and addresses when they are entering zones.

Tracking Rule Zone Page. As an alternative to the zone page, users will have the option of selecting to create zones using Virtual Earth.

The ExacuTrack Series system uses reverse geo-coding to generate an approximate address for a location indicated on a map. Reverse geo-coding uses the latitude and longitude coordinates of a location to determine the closest street. It then returns a likely address along that street, relative to nearby cross streets.

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In addition, ExacuTrack software provides a Tracking Rules, Rule Summary page that allows the Officer to view every tracking rule that for an offender all on one page. From this screen, Officers may choose to display zones in Virtual Earth or show expired rules for reference.

Address Location:

ExacuTrack uses interactive mapping tools that allow officers to create zones with or without entering a specific address by using Microsoft® MapPoint®, one of the industry-leading mapping technologies. MapPoint displays geographic information in a roadmap format that most users are already familiar with, and allows users to zoom in and out, from street level to statewide.

ExacuTrack also incorporates Microsoft Virtual Earth™ to deliver bird's-eye and satellite imagery with mapping, location, and search functionality. These high-resolution maps are available in two and three dimensions and with this feature-rich functionality; users can create precise zones and see client movement history with high accuracy.

With these mapping tools, users can zoom, center and re-center the maps, move the maps north, south, east, or west and determine what areas they want to include for client zones. Zones can be created in any shape and size and are not limited to fixed square, circular, or rectangular zones.

The ExacuTrack system uses reverse geo-coding to generate an approximate address for a location indicated on a map. Reverse geo-coding uses the latitude and longitude coordinates of a location to determine the closest street. It then returns a likely address along that street, relative to nearby cross streets.

The address generated by reverse geo-coding reflects the position of the location within a city block. For example, halfway along the 4th block of Park Street might show an address of 450 Park Street. The first digit reflects the block number and the last two digits reflect the distance along the block on a scale of 0 to 99.

There may or may not be a building at a client's actual location. If there is a building, it might have a different actual address. The mapping software does not store actual addresses for buildings, it calculates approximate addresses. Therefore, the address generated by reverse geo-coding is a guideline to the location not an official address.

Caseload and Sorting Functions:

When an officer logs into the ExacuTrack software, the initial screen presented is the Caseload Snapshot screen. Officers can quickly view their caseload information at a glance.

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The ExacuTrack software offers multiple sorting features that allow users to sort and filter caseload offender information by agency, by all officers, or by an individual officer. Caseload offender data can be sorted by name, alert status, equipment type, location status, risk level, equipment type, and alert severity.

Department personnel are able to transfer their entire client caseloads between officers at once or select which clients to transfer on a client by client basis.

Violation Notification:

When an agency begins using the ExacuTrack system to monitor offenders, the Monitoring Customer Service Department enters default settings for events, alerts, and notifications, according to agency preferences. Officers can create Contact Lists to customize the settings and select Notification Methods for specific events online in their Officer Profiles. When an officer adds a client to the system, the system automatically applies the notification settings from the Officer Profile to the Client Profile. Officers can customize the settings for a specific client in the Client Profile.

BI's ExacuTrack Series is designed to monitor offenders 24x7x365. When a violation occurs, the central monitoring computer can automatically send alert notifications by fax, email, page, and/or text message to a cellular phone or PDA. Notification of violations is made to the appropriate agency personnel and can be immediate, next day, and/or next business day. Notifications are customizable at the agency, officer, and client level and can also include temporary coverage for one or several officers.

Notification options include the following:

Automated Notification. This option offers violation reporting within five minutes of occurrence. Automated options include alphanumeric paging, automated faxing, and email. Automated notification can be configured with a delay for certain alarms and delivery can be customized for specific times of the day. For example, the County can elect to receive automated emailed notifications during business hours and paged notifications after hours. After hours notification can also include weekends and holidays.

Alphanumeric Paging. Alphanumeric paging can be done with virtually any alphanumeric pager that is set up to receive alphanumeric messages.

Email paging. Notification via email to paging company. Email paging is offered by virtually all paging providers.

The following is an example of a paged notification:

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Did Not Return	(Alert description)
Jane Jones	(Participant Name)
700700 303-218-1862	(Unit # / participant phone #)
EVT 04-01-02 14:00	(Event time)
RPT 04-01-02 14:15	(Time event was received)
John Smith	(Officer Name)

Email. Emailed notifications are available as Adobe Acrobat attachments or as condensed text messages that are similar in format to paged notifications. Email can be received on a computer or PDA; as a text message on a cell phone; or on an alphanumeric pager. A computer is necessary to receive email in the form of an attached Adobe document, and all other tools require the text message format. Email can be combined with paging and/or faxing for simultaneous, multiple notifications. For example, an officer could opt to receive paged and emailed notifications during business hours and emailed notifications only after hours.

Next Day Reporting. Daily Summary Reports are accessible via GuardWare on the Web and include information on a client's activities, the client's schedule, and the name of the Monitoring Specialist who handled the violation, if applicable. Daily Summary reports can be emailed as Adobe Acrobat attachments and the file size is typically very modest.

Alert Access:

Department personnel are able to make notes in the ExacuTrack software about any alert that a client generates, with the note being attached to the alert. The comment and the alert information is displayed and stored in the software. In the following example, the screen shows "View Open Alerts"; by clicking on any specific alerts, ExacuTrack will display specific details for that individual alert.

Officers can view all open alerts, all closed alerts, or all events. They can view the details of any alert, including the event that triggered the alert, the alert reference number, the date and time the triggering event occurred, the client to whom the alert applies, and track who closed it. Once an alert has been closed, officers can still access the alert, add comments, leave it closed, or re-open it.

Mapping Tools:

The *Aerial Mapping Summary* allows users that select Virtual Earth as a preference to access this report, which shows a client's location(s) superimposed on a satellite image during a specified period of time. The summary shows active zones for the client. You can run this report to cover anywhere from one to 24 hours.

The *Single Alert Report* shows you all the details for one alert, whether open or closed, including a map, the client's zones and schedules and additional comments associated with that

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alert, such as start and end date and the name of the user that made changes to the client's schedule.

Client Location and Communication:

ExacuTrack AT includes a "ping" feature that lets staff request the client's current location at any time through the software interface. This *Find Client Location* function requests the tracking unit to call the monitoring computer. If the tracking unit is in on-demand mode, the monitoring computer will also ask the tracking unit to send all stored data. The software includes a map to display the client's location when the unit responds to the ping request.

- ❖ *Client Location.* The active tracking unit includes a "ping" feature that lets staff request the client's current location at any time. This Find Client Location function requests the tracking unit to call the monitoring computer. If the tracking unit is set for On-Demand reporting, the client location request will ask the tracking unit to also send all stored data to the monitoring computer. The software includes a map to display the location when the unit responds to the ping request.
- ❖ *Voice calling.* The ExacuTrack AT tracking unit also allows agency staff to call participants directly through the active tracking unit from anywhere, anytime. The participant cannot make outbound calls from the tracking unit, and the screen does not display the caller's phone number.
- ❖ *Text Messaging.* Staff can set up the tracking unit's screen to display a violation message automatically when certain events occur, such as not returning home on time or violating an exclusion zone. They can also send text messages on demand, and enable the unit to sound a tone when it displays a message to alert the client. They can also require that the client acknowledge a message by pressing a button on the unit's keypad.

Customer Service / Support

General Customer Service Requirements:

Specialists trained and certified to handle equipment and service issues are available 24x7x365 at no additional cost.

They handle over 200,000 calls each month on topics ranging from complex monitoring issues to equipment troubleshooting. Specialists themselves have access 24 hours a day, seven days a week to Internal Systems, Telecommunications, Training, Monitoring, Management, and Technical Support staff. Agency staff can call, toll-free, at any time day or night. All calls are answered by a live specialist within an average of 7 seconds or less. Every day, they provide reliable, immediate, round-the-clock support to agencies nationwide.

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GuardCenter®, BI's central monitoring center, provides monitoring services 24 hours a day, seven days a week for all participants.

Service. It's the people in our monitoring center who make the difference for our customers and provide the levels of quality needed to support our equipment. The BI GuardCenter is staffed to provide agencies with professional monitoring support 24x7x365.

GuardCenter is a secure facility dedicated solely to electronically monitoring program participants under the supervision of community corrections agencies. When the monitoring system detects a violation, it generates an alert, and sends an automated notification. GuardCenter has layers of customer support to ensure that agencies receive top-notch service from responsive and knowledgeable professionals. GuardCenter monitoring specialists deliver the industry's highest level of customer service. Every day, they provide reliable, immediate, round-the-clock support to agencies nationwide.

Staffing at the GuardCenter is critical to success in delivering uninterrupted service:

- ❖ GuardCenter is manned 24x7x365 by certified specialists for questions or reports.
- ❖ Each specialist workstation is equipped with an uninterrupted power supply of at least 30 minutes.
- ❖ Because of data sensitivity, GuardCenter monitoring specialists undergo an extensive background check and rigorous training
- ❖ Staff access to the GuardCenter is tightly controlled with an electronic security system and by badge entry at two distinct points.
- ❖ The GuardCenter in Anderson and the computer systems in Boulder are supported with system administrators 24x7x365.

Success in the offender monitoring business requires dedicated attention to the specific needs of individual community corrections agencies. The consequences of underestimating these requirements can directly impact public safety, officer safety, and offender accountability. Having served the needs of these agencies for nearly two decades, BI understands the complexities of offender monitoring. The proof is in the numbers: more than 2,000 community corrections agencies and four million offenders have relied on the accurate and timely information supplied by GuardCenter.

Recorded Data:

For quality control and to ensure the highest level of customer care, BI records all inbound calls and outbound calls from the GuardCenter. BI's training staff regularly performs call critiques. These critiques benefit our customers by verifying:

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- ❖ Security clearance using customer numbers and personal identification numbers (PIN)
- ❖ That all customer troubleshooting questions are handled appropriately
- ❖ That all complaints and issues are resolved and/or elevated to the appropriate staff level
- ❖ Confirmation of dates and times of client schedules

Telephone call recordings are stored on DAT tapes. These are stored on-site for future reference and are available to the agency upon request. BI stores all data for a minimum of five years.

Support Personnel:

All calls are answered directly by a live GuardCenter specialist within an average of 7 seconds.

BI maintains a comprehensive certification and ongoing training program for all Monitoring Service Specialists which includes, but is not limited to, responding to equipment and system issues, and assisting officers.

Monitoring Service Specialists

Specialists trained and certified to handle equipment and service issues are available 24x7x365. They handle over 200,000 calls each month on topics ranging from complex monitoring issues to equipment troubleshooting. Specialists themselves have access 24 hours a day, seven days a week to Internal Systems, Telecommunications, Training, Monitoring, Management, and Technical Support staff. Agency staff can call, toll-free, at any time day or night. All calls are answered by a live specialist within an average of 7 seconds or less. Every day, they provide reliable, immediate, round-the-clock support to agencies nationwide.

Monitoring Customer Service

Monitoring Customer Service Representatives (MCSRs) set up all new customer accounts and enter agency and officer information and notification procedures. MCS is also a point of contact for BI field staff and a repository for customer issues and complaints. The Monitoring Customer Service group acts as a second level assist group for elevated troubleshooting or situations that require extensive follow-up. Any support assistance needed that is outside of the ordinary day-to-day GuardCenter operations capabilities falls under the watch-care of the MCS Department.

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PRICING:

Total project costs vary based on the products and services selected by the County and are dependant upon the County's active utilization of each. However, all charges for the products and services offered in this response are included in the Daily Rate and have been detailed in the Pricing Proposal.

The pricing included is for a 5 (five) year period.

All costs, including labor, materials, overhead, and profit are included in the Daily Rate. There are no additional fees for insurance and bonding.

Spares, Lost, and Damaged equipment will be billable only if the County exceeds the allowance as defined in the Pricing Proposal.

Beyond applicable State and County taxes, there are no additional fees for any of the proposed products and services.

Pursuant to State and County tax regulations in Stanislaus County, California, BI will charge the applicable State and County tax rates on the equipment portion of the Daily Rate only.

The Daily Rate combines an equipment fee and a monitoring service fee; BI will not charge tax on the monitoring service portion of the Daily Rate.

For example: The RF Daily Rate is \$2.44 per unit per day. The equipment portion is \$1.40 and the monitoring portion is \$1.04. BI will only charge the applicable State and County tax on \$1.40 (the equipment portion) versus the entire amount of \$2.44.

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Pricing Proposal Table

Equipment Type	Daily Rate*	Lost and Damaged	Spares	Equipment Fee**
HomeGuard200	\$2.44	5%	15%	\$1.40
HomeGuard205 with HomeCell	\$5.94	0%	0%	\$4.90
ExacuTrackAT (active)				
(1-50 units)	\$8.45	5%	10%	\$4.84
(over 50 units)	\$8.25	5%	10%	\$4.74
ExacuTrack On-demand	\$7.43	5%	10%	\$3.82
ExacuTrack (passive)	\$4.60	5%	10%	\$2.94
ExacuTrackOne (1-50 units)	\$8.70	5%	10%	\$5.09
(over 50 units)	\$8.50	5%	10%	\$4.99
BI TAD Alcohol only	\$6.95	5%	15%	\$5.91
BI TAD with Alcohol/RF	\$7.95	5%	15%	\$5.91
BI TAD with Alcohol/Cellular	\$10.45	0%	0%	\$9.41

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Equipment Type	Daily Rate*	Lost and Damaged	Spares	Equipment Fee**
BI TAD with Alcohol/RF/and Cellular	\$11.45	0%	0%	\$9.41
VoicelD	\$0.49 per Call	N/A	N/A	N/A
Self Report	\$0.55 per Action	N/A	N/A	N/A
Drive BI	\$0.99	0%	0%	\$0.99
Sobriotor	\$3.00	5%	15%	\$1.96
GroupGuard	\$2.44	5%	15%	\$1.40

* Daily Rate includes Equipment Fee and Monitoring Fee.

** Equipment Fee only applies to equipment in excess of L/D and Spare allowances.

HomeGuard200 With Standard Monitoring Services

Daily Rate includes:

- ❖ 24x7 monitoring
- ❖ A single automated alphanumeric page on all notification
- ❖ Standardized notification parameters for curfew and power-related alerts
- ❖ Secured Internet access to GuardWare on the Web
- ❖ Alerts automatically processed within agency-defined parameters
- ❖ Daily Summary reports delivered by email or through secured Internet access
- ❖ Initial software training during agency implementation

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- ❖ Agency solely responsible for:
 - ◆ Client enrollments
 - ◆ Schedules and modifications
 - ◆ Client deletions
 - ◆ Accessing and printing reports
 - ◆ Inventory management (can view and transfer agency equipment)
- ❖ Equipment and Supplies: 4 straps, 4 latch pairs, and 1 battery per unit per year
- ❖ Shipping is P3 (3 days) both ways. Overnight available in emergencies
- ❖ Automated monitoring package does not include calling clients, creating or sending custom reports, faxing daily summaries, or special notification parameters outside of those described here.
- ❖ Archived data retrieval and voice recording available for an additional fee
- ❖ No-charge spare allowance listed in Pricing Proposal Table is based upon the monthly average of active units per day.
- ❖ Spare Unit Charge: any inactive units in excess of the no-charge spare allowance listed in the Pricing Proposal Table will incur a charge as listed under Equipment Fee column in the Pricing Proposal Table, per day/per unit.
- ❖ Lost and damaged equipment: Agency is allowed up to the percentage amount listed in the Pricing Proposal Table, for each year of the contract, lost, stolen, or damaged units based upon the yearly average of active units per day.
- ❖ The replacement cost for units is \$1320.00 for the receiver and \$575.00 for the transmitter.

ExacuTrack With Standard Monitoring Services

Daily Rate includes:

- ❖ Initial and ongoing training
- ❖ Secured Internet access to ExacuTrack software
- ❖ Officer is responsible for all aspects of monitoring and data entry:
- ❖ Client enrollments and deletions

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- ◆ Zones, schedules, and modifications
- ◆ Closing alerts
- ◆ Accessing and printing reports

- ❖ Equipment and supplies include 4 straps, 4 latch pairs, 1 transmitter battery, and 1 tracking unit battery per unit per year

- ❖ A no-charge spare allowance as detailed in the Pricing Proposal Table, which is based on the monthly average, as calculated by BI, of active units per day. Any inactive units in excess of the allotted no-charge spare allowance will incur a Spare Unit Charge of the Equipment Fee portion listed in the Pricing Proposal Table, per unit per day.

- ❖ Agency is responsible for lost and damaged equipment. The replacement cost for units is \$1320.00 for the base station, \$1,095.00 for the tracking unit, and \$575.00 for the transmitter.