

ELECTRONIC MONITORING SERVICE AGREEMENT AGREEMENT NO. 071124MV1

This Electronic Monitoring Service Agreement (“**Agreement**”) is made between BI INCORPORATED (“**BI**”), a wholly-owned subsidiary of The GEO Group, Inc., Colorado corporation with its principal place of business at 6265 Gunbarrel Avenue, Suite B, Boulder, CO 80301 and COUNTY OF TULARE (“**Agency**”) with its principal place of business at 3241 West Noble Avenue, Visalia, CA 93277, as well as the following addresses: Bob Wiley Detention Facility located at 1960 West Scranton Avenue, Porterville, CA 93257. This Agreement is effective as of the date of July 1, 2024 (“**Effective Date**”). Capitalized terms in this Agreement have the meanings as set forth in Section 16, as defined where used in this Agreement, or if not in the foregoing, based on their context, as commonly used within the industry. The parties agree as follows:

1. PURCHASE OF SERVICES. Pursuant to the terms of this Agreement and orders accepted by BI, Agency may purchase, and BI shall sell to Agency certain Monitoring Services as listed on Schedule A, attached hereto and incorporated herein. The total cost of the agreement shall not exceed the amount of \$1,000,000.00 (One Million U.S. Dollars) for the Fiscal Year 2024-2025.

2. MONITORING SERVICE

2.1 Description. The “**Monitoring Service**” as set forth in Schedule A may include Equipment or Units, Software Applications, and/or access to BI’s central host computer system running the Software Applications. Units are issued to the customers or placed on Clients by BI or Agency. The Units communicate with the Software Applications through cellular telephone service or the Client’s landline telephone service, which are subject to the telco terms and conditions.

2.2 System Maintenance. Agency acknowledges that BI must perform periodic maintenance on the host computer systems. The system may be inaccessible during the performance of such maintenance. BI will exercise commercially reasonable efforts to notify Agency via e-mail or phone in advance of any such maintenance.

3. BI’s SERVICES

3.1 Training.

3.1.1 Initial Training. BI will provide an initial training session at no cost to Agency regarding the operation and use of the Monitoring Services elected. Agency is required to complete training prior to the commencement of marketing or selling the Monitoring Services under this Agreement. No login ID will be activated until and unless the assigned user has successfully completed training.

3.1.2 BI TotalAccess Training. All BI TotalAccess training sessions shall be conducted via a remote service such as web conferencing.

3.1.3 Additional Training. Additional training is available subject to applicable service fees.

3.2 Agency Support. BI will make reasonable efforts to provide Agency with answers to specific Agency support requests as related to the Equipment, Monitoring Services, and overall operation of the electronic monitoring program. BI will supply Agency with an address for e-mail and a 1-800 toll free number for questions and / or feedback.

3.3 Rental Maintenance. BI shall maintain the Equipment at its expense. Maintenance will be performed at BI’s facility. Notwithstanding such obligation, unless otherwise specified in Schedule A, Agency shall be responsible for the replacement cost of lost or missing Equipment and/or the cost of required repairs necessitated by (i) Agency’s negligence or (ii) the damage or destruction of the Equipment by parties other than BI, including but not limited to Client’s mishandling of Equipment. Shipment shall be in accordance with BI’s Return Material Authorization (RMA) Policy described in subsection 4.5 below.

3.4 Telecommunications Service. Certain BI products require wireless telecommunications service (“**Telco Service**”) in order to transmit voice and/or data from the device. BI products requiring Telco Service include BI TAD Plus Cellular, BI Mobile, BI LOC8 XT, BI HomeGuard 20/20 Cellular, and BI SL3. BI products requiring Telco Service may change from time to time. Agency is responsible for payment to BI of charges for Telco Service, which are included in the Unit Rental Charge for Units supplied by BI. Failure to pay these charges may result in suspension or termination of Telco Service, without which the device cannot transmit monitoring or tracking information to Agency.

3.5 Service Interruption. The Monitoring Services are made available to Clients when the Equipment is in operating range of the provider of such Monitoring Services. In addition, Monitoring Services may be temporarily interrupted, refused or limited at any time because of transmissions limitations caused by atmospheric and topographical factors outside of BI's or service provider's control, or equipment modifications, upgrades, repairs or similar other activities. Individual data transmissions may be involuntarily delayed for a variety of reasons, including the above, weak batteries, system over-capacity, and the Client's movement outside of the service area.

3.6 Additional Services.

3.6.1 Three (3) Onsite Full-Time BI Staff at Agency Locations: North, South, and Headquarters

- Enrollment.
- Install equipment.
- Remove equipment.
- Perform inventory management.
- Alert management during business hours.
- Call clients on alerts when required.
- Call officers on alerts when required – up to three (3) calls.
- Inform clients to report to office to inspect equipment if/when required.

The cost of the (3) full-time BI Staff is included in the lease price of the equipment, as listed in Schedule A.

3.6.2 Drug Testing Charge: \$20.00 per test per client.

3.6.3 Review of Monitoring Contract

- BI staff shall review electronic monitoring contracts with clients approved by the court and/or the Agency for participation in the monitoring program.
- All clients must voluntarily agree to wear an electronic monitoring device, which may include a Global Positioning System (GPS) and/or Transdermal Alcohol Device (TAD) monitor/s.
- BI staff shall explain every term of the contract to the clients, including the consequences of failing to abide by the terms of the contract.

4. EQUIPMENT AND UNITS

4.1 Supplied by BI. All orders for Units are subject to BI's reasonable review and acceptance consistent with this Agreement. BI shall have no liability to Agency with respect to orders that are not accepted. Subject to availability of the Units, BI shall supply a sufficient quantity of Units to meet Agency's need subject to notice from Agency of such need at least five (5) business days prior to shipment. Agency agrees that it shall assist BI in forecasting its Unit needs. All Units or other Equipment supplied by BI hereunder shall be subject to all charges set forth in Schedule A, as applicable. Agencies utilizing such BI supplied Equipment, and except as expressly set forth otherwise on Schedule A, shall be entitled to receive, at no additional charge, a reasonable quantity of Supplies and tool kits (Unit activator, lead cutter, allen driver) to maintain Agency's electronic monitoring program in accordance with the prices set forth on Schedule A.

4.2 Supplied by Agency. Agency may, subject to prior written approval by BI, supply its own equipment to be utilized in connection with the Monitoring Services. Any such equipment must be compatible with BI's host computer monitoring system. Equipment supplied by Agency will not be subject to the rental charges set forth in Section 6.1. All other charges as set forth in Section 6 are considered applicable and are payable by Agency in accordance with the terms and conditions set forth in Section 6. In no event is Agency entitled to Supplies for equipment owned or supplied by Agency.

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

4.4 Freight. BI will pay for the cost to ship Units and other Equipment, Supplies and accessories to Agency and to ship Units and other Equipment from Agency pursuant to the RMA policy below. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the full cost of such alternative shipping method.

4.5 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 Business Services Department and only when BI's pre-printed shipping labels are used. BI's pre-printed shipping labels provide Agency with ground 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, without an RMA number, are not eligible for BI rental maintenance (e.g., Client or Agency damaged the Equipment) will be charged back to Agency. BI's Customer Business Services Department is available to the Agency Monday through Friday from 8:00 am to 5:00 PM Mountain Time by calling 1-800-241-5178.

5. AGENCY'S OBLIGATIONS.

5.1 Agency represents and warrants during the Term that Agency shall:

- (i) retain complete authority and responsibility for Client selection, enrollment and alert management;
- (ii) be responsible for all liaison work with the involved courts and/or agencies;
- (iii) fulfill all Agency requirements to access and utilize the Monitoring Service;
- (iv) perform or oversee orientation and Equipment guidelines in compliance with applicable BI policies;
- (v) ensure that applicable Equipment responsibility and use forms are acknowledged and signed by the Clients prior to receipt of Equipment;
- (vi) be responsible for the proper use, management and supervision of Equipment; and
- (vii) ensure that users have completed training in access and use of the Monitoring Service, including BI TotalAccess.

5.2 Agency represents and warrants during the Term that it shall: (1) notify its customers and Clients that Monitoring Services should only be used for the purposes and in the manner for which they were designed and supplied, and that warning notices should not be removed or obscured, (2) pass through all applicable Documentation provided by BI to its customers and Clients, (3) not remove or obscure any warning notices displayed on Equipment, (4) not breach any customer or Client agreement; (5) not mishandle or use the Monitoring Services in an unauthorized manner or authorize or promote a customer or Client to do so; (6) not use or promote the use of any Monitoring Services in combination with equipment, software, or other items not intended or authorized for use with the Equipment, or in an application or environment for which they were not designed, or authorize or promote a customer or Client to do so; and (7), not make any statements, claims, representations or warranties relating to Monitoring Services, other than as authorized or made by BI in writing.

6. COST OF SERVICES

6.1 Unit Rental Charge. If renting Units from BI, Agency shall pay to BI a daily rental rate for each Unit, or component thereof as applicable, provided by BI unless otherwise expressly stated on Schedule A (the "**Unit Rental Charge**"). The Unit Rental Charge is as set forth on Schedule A, and may be revised on a periodic basis upon reasonable prior written notice from BI to Agency. Agency or its Clients continued use of the rented Units, or components thereof as the case may be, acknowledges and accepts such modified Unit Rental Charge.

6.2 Service Charge. In addition to the Unit Rental Charge, every Active Unit is subject to a daily service charge for the active Monitoring Service as set forth in Schedule A. For every Active Day, Agency shall pay to BI an amount based upon the daily service charge.

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

6.4 Taxes. Except for BI's net income, Agency will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever together with any interest or penalties that may at any time be lawfully assessed or levied against or with respect to such item of equipment or services.

7. TERM, TERMINATION, RENEWAL

7.1 Term. The term of this Agreement is for one (1) year from the Effective Date unless otherwise terminated as provided for herein (collectively, the “**Term**”).

7.2 Termination for Convenience. This Agreement may be terminated for convenience by either party upon sixty (60) days prior written notification to the other party.

7.3 Notice. Except as otherwise expressly set forth in this Agreement, all notices with respect to this Agreement shall be in writing and signed by a duly authorized representative of the party. Notices shall be sent by certified mail, overnight international courier with tracking, or physically delivered by messenger. Notices shall be deemed received within five (5) days if sent by certified mail, and within one (1) day if sent by overnight international courier, and day of if delivered by messenger.

7.4 Termination for Default. This Agreement may be terminated by a party upon prior written notice to the other party if the other party defaults on any responsibility and/or obligation under this Agreement, or is in breach of the Agreement, and does not remedy such default or breach within thirty (30) days following the date of receipt of such notice.

7.5 Return. Upon expiration or termination of this Agreement, Agency shall immediately return all BI property due to BI. In the event BI’s Units, unused supplies and other such property are not returned within seven (7) days, Agency shall pay to BI ten dollars (\$10.00) per Unit per day until BI has all such Units and other property in its possession. BI is entitled to full payment for services rendered and accepted by Agency whether during the Term or thereafter.

7.6 Survival. The following sections (and their subsections) shall survive the termination of this Agreement: 6, 7.3, 7.5, 7.6, 8 through 16, and all defined terms used within the foregoing.

8. LIMITATION OF LIABILITY

8.1 Agency will be responsible for the proper use, management and supervision of the Equipment. Agency agrees that BI will not be liable for any damages caused by Agency’s failure to fulfill its responsibilities set forth in this Agreement.

8.2 Disclaimer of Warranty. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BI EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, INCLUDING BUT NOT LIMITED TO THE MONITORING SERVICE, SOFTWARE APPLICATIONS OR EQUIPMENT. THE EXPRESS WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. BI EXPRESSLY DISCLAIMS THAT THE MONITORING SERVICE, SOFTWARE APPLICATIONS OR EQUIPMENT ARE IMPERVIOUS TO TAMPERING, COMPLETE, ACCURATE, RELIABLE, ERROR FREE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, THAT THE PRODUCTS AND SERVICES WILL BE CONTINUOUSLY AVAILABLE, OR THAT DATA ENTERED ARE SECURE FROM UNAUTHORIZED ACCESS.

8.3 Limitation of Damages. IN NO EVENT WILL BI BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF BI HAS KNOWLEDGE OF THE POSSIBILITY OF THE POTENTIAL LOSS OR DAMAGE, IN CONNECTION WITH OR ARISING OUT OF THE PROVIDING, PERFORMANCE, OR USE OF THE MONITORING SERVICE, SOFTWARE APPLICATIONS OR EQUIPMENT PROVIDED UNDER THIS AGREEMENT. BI’S DIRECT LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY AGENCY DURING THE TWELVE MONTHS IMMEDIATELY PRIOR TO THE EVENT THAT GAVE RISE TO THE CLAIM.

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

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

9. INDEMNIFICATION

9.1 Indemnification Obligation. Each party shall indemnify, defend and hold harmless (“**Indemnifying Party**”) the other party, and its affiliates, and their respective directors, officers, and employees (collectively, the “**Indemnified Party**”), from and against any third party claims, demands, investigations, suits, or causes of action, and all damages, fines, penalties, other costs and attorney’s fees arising therefrom and in connection with the adjudication of the claims for which Indemnifying Party is required to defend the Indemnified Party, or any settlement of such claims (each, a “**Claim**”) relating to or arising out of (i) the Indemnifying Party’s breach of this Agreement; (ii) the gross negligence or willful misconduct of the Indemnifying Party; provided, however, Indemnifying Party’s obligation to indemnify and defend as set forth above shall be reduced to the extent the Claim or portion thereof is caused by the Indemnified Party’s gross negligence, willful misconduct or breach of this Agreement; or (iii) with respect to Agency as the Indemnifying Party, all Claims from a customer or Client or its representatives, and all liability resulting from the acts committed by Clients and those persons subject to Agency’s electronic monitoring program.

9.2 Indemnification Process. A party’s obligations to indemnify the other party with respect to any Claim shall be conditioned upon the Indemnified Party: (i) providing the Indemnifying Party with prompt written notice of such Claim (provided that failure to provide such notice shall not relieve the Indemnifying Party from its obligations under this Section 9 unless the Indemnifying Party’s ability to defend or settle the subject Claim has been materially prejudiced), (ii) permitting the Indemnifying Party to assume and solely control the defense of such Claim and all related settlement negotiations, with counsel chosen by the Indemnifying Party, and (iii) cooperating at the Indemnifying Party’s request with the defense or settlement of such Claim, which cooperation shall include providing reasonable assistance and information at no cost to the Indemnifying Party. The Indemnifying Party may not settle any Claim unless the terms of the settlement include a full release of the Indemnified Party and does not involve any payment or performance by the Indemnified Party. The Indemnified Party shall have the right to approve any settlement in which the Indemnified Party is required to admit any culpability or that would in the Indemnified Party’s reasonable opinion damage its business reputation. Nothing herein will restrict the right of a party to participate in a Claim through its own counsel and at its own expense.

10. OWNERSHIP AND CONFIDENTIALITY/NONDISCLOSURE OBLIGATIONS

10.1 Intellectual Property. As between the parties hereto, BI shall retain all ownership interests in all parts of the Monitoring Services. All rights owned by BI that are not granted by this Agreement, including the right to derivative works, are reserved to BI. All rights, powers and privileges which arise out of this Agreement are, and shall remain at all times, the sole and exclusive property of BI. Nothing contained in this Agreement shall be deemed to convey to Agency any title or ownership interest in the Equipment or Documentation.

10.2 Confidential Information. Agency agrees to hold in confidence and not disclose to any party, other than authorized employees under similar terms of confidentiality as set forth herein, the Documentation or any confidential information or trade secrets of BI.

10.3 Access. BI will issue Agency a login ID and a password for use in accessing BI TotalAccess and the specific Client information for Agency. The confidentiality of the Monitoring Service and Client information is dependent upon Agency’s careful and secure control of the login ID and password. Agency agrees to maintain its password as private and confidential and to take all reasonable measures to maintain the careful control and security of the login ID and password. Agency agrees that each employee or contractor, to be authorized to work with or to have access in any way to the Documentation or trade secrets hereunder, shall agree to be bound by confidentiality, nondisclosure, use, and copying restrictions consistent with those of this Agreement. Agency agrees to notify BI immediately of the existence of any circumstances surrounding any unauthorized knowledge, possession, or use of the login ID and password or any part thereof by any person or entity. BI is not responsible for breaches in security resulting from third party access to Agency’s password or account.

10.4 Prohibited Use. Agency shall not itself and also shall not knowingly permit any of its employees, subcontractors, or sublicensees to alter, maintain, enhance, or otherwise modify any part of the Monitoring Service, other than strictly to input, access and update information relating to Clients, as permitted by this Agreement. Agency shall not reverse engineer, reverse compile, reverse assemble or do any other operation or analysis with the Monitoring Service or associated software, hardware, and technology that would reveal any of BI’s confidential information, trade secrets, or technology. Agency shall not, and shall take all reasonable actions to cause its employees, agents and subcontractors, if any, not to, during the Term or at any time thereafter, divulge, communicate or utilize, other than in the performance of Agency’s obligations under this Agreement, any Confidential Information which Agency’s or such person has acquired or may acquire, whether technical or non-technical, relating to the business and affairs of BI.

10.5 Restricted Access. Agency agrees not to make any attempt to gain any unauthorized access to any other user's account or to the systems, networks or databases of the Monitoring Service other than Agency's specific Client information as specifically permitted herein. Violations of the Monitoring Service security system are prohibited and are deemed a material breach of this Agreement and may be reported to applicable authorities. All access to Software Applications are subscription based, and the rights to access such services expire upon the expiration of the applicable order or upon Agency's failure to pay for such services (i.e., services are not perpetual).

11. INSURANCE. Each party hereto shall maintain comprehensive general liability insurance, including acts, errors or omissions and contractual liability insurance, in an amount not less than \$1,000,000. Upon request, the parties hereto shall furnish to the other a certificate of insurance or other evidence that the required insurance is in effect.

12. FORCE MAJEURE. BI shall not be liable for any delay in the performance or nonperformance which is due to causes beyond BI's reasonable control.

13. GENERAL

13.1 Agreement. Any provision of this Agreement which is found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. Preprinted terms and conditions of any purchase order or other instrument issued by Agency in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on BI and will not apply to this Agreement and are hereby rejected by BI. The entire agreement between the parties with respect to the subject matter hereof is contained in this Agreement and the referenced attachments hereto. No prior or contemporaneous negotiations, understandings, or agreements shall be valid unless in writing and signed by authorized representatives of each party. This Agreement shall be binding on and inure to the benefit of the parties hereto and their representatives, successors and assigns.

13.2 Execution. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

13.3 Independent Contractor. Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employee/employer relationship. Agency shall be an independent contractor pursuant to this Agreement. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party. Agency acknowledges that it has not paid a franchise fee of any kind to BI to enter into this Agreement. The parties acknowledge that there is no community of interest between Agency and BI.

13.4 Compliance With Law. Each party shall, at its sole cost and expense, comply with all applicable laws, rules, regulations, decrees, and other requirements (as each of the foregoing may be amended or modified from time to time) relating to or affecting this Agreement and Equipment.

14. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event that a dispute arises with respect to any of the provisions herein contained or any other matter affecting the relationship between BI and Agency it shall be resolved by arbitration in Denver, Colorado in accordance with the rules and procedures of the American Arbitration Association, and judgment upon the award rendered may be entered into any court having jurisdiction. All attorneys' fees and associated expenses (including arbitration and or court costs, witness fees and other reasonable expenses) shall be awarded to the prevailing party.

15. ASSIGNMENT AND SUBCONTRACTING. This Agreement may not be transferred or assigned by Agency or by operation of law to any other person, persons, firms, or corporation without the express written consent of BI. BI shall have the right to subcontract any and all services set forth under this Agreement, so long as BI remains primarily responsible hereunder.

16. DEFINITIONS.

16.1 "Active Unit" means a Unit which is assigned to a Client and activated in TotalAccess.

16.2 "Active Day" means any day, or any portion thereof, in which there is an Active Unit.

16.3 "Authorized Personnel" means those persons selected by Agency who are authorized to enroll Clients and select or adjust notification options.

16.4 “**Client**” means a person subject to Agency’s electronic monitoring program.

16.5 “**Confidential Information**” means any information which is marked, or should be reasonably understood to be, confidential, proprietary, or trade secrets of BI.

16.6 “**Documentation**” means user guides, reference manuals, and other documentation provided by BI in connection with the Equipment, and Software Applications used under this Agreement. The Documentation is incorporated herein by this reference and will be provided upon execution of this Agreement.

16.7 “**Equipment**” or “**Unit**” means manufactured products and third party products provided by BI, including, but not limited to, GPS tracking devices, radio frequency monitoring devices, transmitters, Drive-BI Monitors, and alcohol monitoring devices.

16.8 “**GPS**” means a global positioning system.

16.9 “**Software Application**” means software applications made available by BI for use by Agency and/or Clients under this Agreement, including, but not limited to, BI TotalAccess®, BI Analytics™, and BI SmartLINK™.

16.10 “**Supplies**” means straps, latches, batteries, and similar items for the Equipment.

16.11 HIPAA: See attached Exhibit B

16.12 REPORTING STANDARDS: See attached Exhibit C

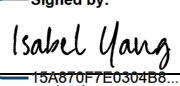
16.13 MONITORING AND AUDIT: See attached Exhibit D

SIGNATURES APPEAR ON THE FOLLOWING PAGE.

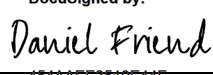
IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

BI INCORPORATED – The GEO Group, Inc.

COUNTY OF TULARE

Signed by:

By: _____
Name: Isabel Yang
Title: Executive Vice President
Date signed: 8/13/2024 | 10:42:37 EDT


By: _____
Title: Chair, Board of Supervisors
Date signed:

DocuSigned by:

By: _____
Name: Daniel Friend
Title: EVP, Finance and Pricing
Date signed: 8/9/2024 | 13:26:07 EDT

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board of
Supervisors of the County of Tulare

By: _____
Title: Deputy Clerk

**Approved as to Form
County Counsel**

By: 
Title: Deputy 8/21/24

Matter # 2024895

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president, or any vice-president (or another officer having general operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.

Schedule A MONITORING SERVICES

- I. Equipment: Services and Fees** – Pursuant to Section 6 of the Electronic Monitoring Service Agreement, the cost to Agency for the services rendered by BI is as follows:

BI will provide live calls to Agency which includes BI Monitoring Operations personnel making up to three (3) attempts to manually call (notify) Agency of selected alerts. This will be done in addition to the standard automated alert notifications, as per Agency's agreed upon notification protocols. Select alerts include Inclusion Zone or curfew alerts, strap tampers, exclusion zone, and low battery.

Optional: Agency is required to provide BI with thirty (30) day notice prior to start of service for After-Hours Alert Management.

Service – Full

A. HOMEGUARD 200 UNIT

HomeGuard 200 Unit Rental Charge:	\$4.60	per day per Unit from BI inventory.
HomeGuard 200 Monitoring Service Charge:	\$2.40	per Unit per Active Day.
Total HomeGuard 200 Unit Charges:	\$7.00	per Unit per day.

ADDITIONAL SERVICES:

- HomeGuard 200 Unit No-charge Spares:** Each month during the Term, Agency is entitled to keep a quantity of HomeGuard 200 Units equal to, but not to exceed, thirty percent (30%) of that month's average number of active HomeGuard 200 Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive HomeGuard 200 Units in excess of the thirty percent (30%) allowance, Agency will incur a \$4.60 charge per unit per day.
- Unlimited HomeGuard 200 Unit Loss or Damage:** During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged HomeGuard 200 Units.

B. HOMEGUARD 20|20 CELL

HG20 20 HomeGuard Cell Unit Rental Charge:	\$5.70	per day per Unit from BI inventory.
HG20 20 HomeGuard Cell Monitoring Service Charge:	\$2.40	per Unit per Active Day.
Total HG20 20 HomeGuard Cell Unit Charges:	\$8.10	per Unit per day.

ADDITIONAL SERVICES:

- HG20|20 HomeGuard Cell Unit No-charge Spares:** Each month during the Term, Agency is entitled to keep a quantity of inactive HG20|20 HomeGuard Cell Units equal to, but not to exceed, thirty percent (30%) of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive HG20|20 HomeGuard Cell Units in excess of the thirty percent (30%) spares allowance, Agency will incur a \$5.70 charge per unit per day.
- Unlimited HG20|20 HomeGuard Cell Unit Loss or Damage:** During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged HG20|20 HomeGuard Cell Units.

C. TAD UNIT AND TAD PLUS CELLULAR**TAD ALCOHOL ONLY CHARGES:**

TAD Monitoring Unit Rental Charge:	\$8.84	per Unit per day from BI inventory.
TAD Alcohol Only Monitoring Service Charge:	\$3.50	per Unit per Active Day.
Total TAD Alcohol Only Charges:	\$12.34	per Unit per day.

TAD WITH RF CHARGES:

TAD Monitoring Unit Rental Charge:	\$8.84	per Unit per day from BI inventory.
TAD with RF Monitoring Service Charge:	\$3.50	per Unit per Active Day.
Total TAD with RF Charges:	\$12.34	per Unit per day.

TAD PLUS CELLULAR – ALCOHOL ONLY CHARGES:

TAD Monitoring Unit Rental Charge:	\$8.84	per Unit per day from BI inventory.
TAD Cellular HomeBase Unit Rental Surcharge:	\$1.58	per Unit per day from BI inventory.
TAD Alcohol Only Monitoring Service Charge:	\$3.50	per Unit per Active Day.
Total TAD Plus Cellular – Alcohol Only Charges:	\$13.92	per Unit per day.

TAD PLUS CELLULAR – WITH RF MONITORING CHARGES:

TAD Monitoring Unit Rental Charge:	\$8.84	per Unit per day from BI inventory.
TAD Cellular HomeBase Unit Rental Surcharge:	\$1.58	per Unit per day from BI inventory.
TAD with RF Monitoring Service Charge:	\$3.50	per Unit per Active Day.
Total TAD Plus Cellular – with RF Monitoring Charges:	\$13.92	per Unit per day.

ADDITIONAL SERVICES:

- 1. TAD Unit No-charge Spares:** Each month during the Term, Agency is entitled to keep a quantity of TAD units equal to, but not to exceed, thirty percent (30%) of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD units in excess of the thirty percent (30%) allowance, Agency will incur an \$8.84 charge per unit per day.
- 2. Unlimited TAD Unit Loss or Damage:** BI will be responsible for all costs related to lost, stolen or damaged TAD Equipment.

TAD Ankle Unit and HomeBase (non-cellular) = TAD Complete Unit.

- 3. TAD Cellular HomeBase No-charge Spares:** Each month during the Term, Agency is entitled to keep a quantity of TAD Cellular HomeBases equal to, but not to exceed, thirty percent (30%) of that month's average number of active TAD Cellular Homebases per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Cellular HomeBases in excess of the thirty percent (30%) allowance, Agency will incur a \$1.58 charge per unit per day.

4. **Unlimited Cellular HomeBase Loss or Damage:** BI will be responsible for all costs related to lost, stolen or damaged TAD Cellular HomeBase Equipment.

D. SL3 UNIT

SL3 Unit Rental Charge:	\$7.10 per day per Unit from BI inventory.
SL3 Unit Monitoring Service Charge:	\$3.50 per Unit per Active Day.
Total SL3 Unit Charges:	\$10.60 per Unit per day.

ADDITIONAL SERVICES:

1. **SL3 Unit No-charge Spares:** Each month during the Term, Agency is entitled to keep a quantity of inactive SL3 Units equal to, but not to exceed, thirty percent (30%) of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive SL3 Units in excess of the thirty percent (30%) spares allowance, Agency will incur a \$7.10 charge per unit per day.
2. **Unlimited SL3 Unit No-Charge Spares:** Each month during the Term, Agency is entitled to keep an unlimited number of inactive SL3 Units at no charge (not subject to the Unit Rental Charge while not in use).
3. **SL3 Telco Service Charge:** SL3 Units that are inactive continue to incur telecom fees. BI reserves the right to discontinue (turn off) the telecommunications plan for purchased SL3 units which have not incurred data usage fees for at least 180 consecutive days.

E. LOC8 XT UNIT

LOC8 XT Component Rental Charge:	\$6.20 per day per Unit from BI inventory.
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OPTION A: LOC8 XT WITH 1.30.W5.C30 ZX SERVICE:

GPS Collection Rate once (1) per minute, Data Transmission every 30 minutes, Wi-Fi Locate every 5 minutes (If GPS not found), Cell Tower Locate every 30 minutes (If GPS not found), with Data Transmission at Zone Crossing.

LOC8 XT Service Charge:	\$2.85 per day per Unit from BI inventory.
Total LOC8 XT Charges:	\$9.05 total of LOC8 XT Components and Service charges.

OPTION B: LOC8 XT WITH 1.720.W5.C30 ZX SERVICE:

GPS Collection Rate once (1) per minute, Data Transmission every 720 minutes, Wi-Fi Locate every 5 minutes (If GPS not found), Cell Tower Locate every 30 minutes (If GPS not found), with Data Transmission at Zone Crossing.

LOC8 XT Service Charge:	\$2.85 per day per Unit from BI inventory.
Total LOC8 XT Charges:	\$9.05 total of LOC8 XT Components and Service charges.

ADDITIONAL SERVICES:

1. **LOC8 XT Unit No-charge Spares:** Each month during the term of the Agreement, Agency is entitled to keep a quantity of LOC8 XT units equal to, but not to exceed, thirty percent (30%) of that month's average number of active Units per day in its possession at no charge (not subject to the Rental Charge while not in use). For any inactive LOC8 XT Units in excess of the thirty percent (30%) allowance, Agency will incur a \$6.20 charge per unit per day.
2. **Unlimited LOC8 XT Unit Loss or Damage:** During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged LOC8 XT Units.

F. BI VERIWATCH

BI VeriWatch Component Rental Charge:	\$3.15	per day per Unit from BI inventory.
BI VeriWatch Service Charge:	\$3.60	per Unit per Active Day.
Total BI VeriWatch Charges:	\$6.75	per Unit per day.

ADDITIONAL SERVICES:

1. **BI VeriWatch Unit No-charge Spares:** Each month during the term of the Agreement, Agency is entitled to keep a quantity of BI VeriWatch Units equal to, but not to exceed, ten percent (10%) of that month's average number of active Units per day in its possession at no charge (not subject to the Rental Charge while not in use). For any inactive BI VeriWatch Units in excess of the ten percent (10%) allowance, Agency will incur a \$3.15 charge per unit per day.
2. **No BI VeriWatch Unit Loss or Damage:** Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged BI VeriWatch Equipment.
3. **Replacement Costs:** BI VeriWatch Unit - \$720.00 each and Battery - \$175.00 each.
4. **Additional Supplies:** Protective Cover - \$3.00 each, Charging Cable and Plug - \$48.00 each, and Strap - \$25.00 each.
5. **Reasonable Supplies:** Service includes reasonable disposable field supplies as required by Agency.

G. BI MOBILE

BI Mobile Unit Rental Charge:	\$6.10	per day per Unit from BI inventory.
Continuous Tracking	Yes	

ADDITIONAL SERVICES:

1. **BI Mobile Unit No-charge Spares:** Each month during the Term, Agency is entitled to keep a quantity of BI Mobile Units equal to, but not to exceed, thirty percent (30%) of that month's average number of active BI Mobile Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive BI Mobile Units in excess of the thirty percent (30%) allowance, Agency will incur a \$6.10 charge per unit per day.
2. **No BI Mobile Unit Loss or Damage:** Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged BI Mobile Units.
3. **Replacement Cost:** BI Mobile Unit - \$600.00 each.
4. **Additional Supplies:** BI Mobile Phone Case - \$30.00 each, BI Mobile Charging Cord - \$15.00 each, and BI Mobile Wall Charger - \$10.00 each.
5. **Reasonable Supplies:** Service includes reasonable disposable field supplies as required by Agency.

H. BI SMARTLINK

BI SmartLINK is a Software Application designed to be installed on a Client's mobile device. It provides clients with supervision-related tools such as a calendar and access to community resource information. Clients can also be required to use the application's check-in capability to verify identity and location through fixed or random check-ins using biometric technology. The application's self report module allows clients to periodically report their status. The

application's modular design allows officers to control what functionality and information is delivered to the Client's mobile device from within BI TotalAccess.

Requirements: Apple iOS or Android (Operating System powered) smartphone.

BI SmartLINK with or without an EM Device:

	SmartLINK with a BI EM Device	SmartLINK without a BI EM Device		
Number of Clients	Any	1 - 1,000	1,001 - 9,999	10,000 +
SmartLINK Option - Connect	Free	\$0.25	\$0.15	\$0.10
SmartLINK Option - Report	\$0.25	\$0.50	\$0.40	\$0.35
SmartLINK Option - Verify	\$0.50	\$0.75	\$0.65	\$0.60
Video Conference (<i>streamed</i>) per event	\$0.35	\$0.35	\$0.35	\$0.35

Included Modules in each Option		
Option – Connect	Option – Report	Option – Verify
01. My Info	01. My Info	01. My Info
02. Calendar	02. Calendar	02. Calendar
03. My Documents	03. My Documents	03. My Documents
04. Media	04. Media	04. Media
05. Resources	05. Resources	05. Resources
06. Messaging	06. Messaging	06. Messaging
07. Video Conferencing*	07. Video Conferencing*	07. Video Conferencing*
	08. Client Submitted Schedules & Information	08. Client Submitted Schedules & Information
	09. Self-Report (<i>no biometrics</i>)	09. Facial Biometric Check-in
		10. Self-Report (<i>with biometrics</i>)

***Use of Video Conferencing feature will incur an additional charge of \$0.35 per conference, up to 15 minutes.**

EXHIBIT B

HIPAA BUSINESS ASSOCIATE AGREEMENT (Form revision approved 4/18/18)

This Exhibit shall constitute the Business Associate Agreement (the “Exhibit”) between Contractor, (the “Business Associate”) and the County of Tulare (the “Covered Entity”), and applies to the functions Business Associate will perform on behalf of Covered Entity (collectively, “Services”), that are identified in the Agreement (as defined below).

Business Associate acknowledges and agrees that all Protected Health Information (“PHI”) that is created or received by Covered Entity and disclosed or made available in any form, including but not limited to paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity’s behalf shall be subject to this Agreement.

1. **Purpose.** This Exhibit is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to PHI (as defined below) that the Business Associate may create, receive, use, or disclose in connection with the Services to be provided by the Business Associate to the Covered Entity. Such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (“HITECH Act”) and amendments to include HIPAA’s Administrative Simplification provisions.

2. **Regulatory References.** All references to regulatory Sections, Parts and Subparts in this Exhibit are to Title 45 of the Code of Federal Regulations, parts 160 and 164 (the “HIPAA Privacy Rule” and the “HIPAA Security Rule”) as in effect or as amended, and for which compliance is required, unless otherwise specified.

3. **Definitions.** Unless otherwise defined in this Agreement, the terms used in this Agreement shall have the meanings ascribed in the HIPAA Regulations; provided that PHI shall mean Protected Health Information, as defined in 45 C.F.R. section 160.103, limited to the Protected Health Information Business Associate received from, created, or received on behalf of Covered Entity as its Business Associate.

4. Obligations and Activities of Business Associate.

Business Associate agrees to:

- a. Acknowledge that it is required by Sections 13401 and 13404 of the HITECH Act to comply with the HIPAA Security Rule, Sections 164.308 through 164.316, including the Security Rule’s Administrative, Physical and Technical safeguard requirements and the use and disclosure provisions of the HIPAA Privacy Rule, Sections 164.502 and 164.504.
- b. Not use or further disclose PHI other than as permitted or required by this Exhibit, or as required by law.
 1. Use appropriate safeguards to maintain the security, including compliance with Subpart C of 45 CFR Part 164, with respect to electronic PHI, to prevent use or disclosure of the PHI other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that is created, received, maintained or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable minimum necessary rules, regulations and statutes.
 2. To the extent practicable, Business Associate will secure all PHI by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with any applicable standards or guidance issued by the Department of Health and Human Services under Section 13402 of the HITECH Act.
- c. Report breach disclosures immediately to Covered Entity. Business associate: 1) shall report to Covered Entity any use or disclosure of PHI not provided for by this Agreement on the first day the Business Associate knows or should have known about it; 2) notify the Covered Entity of any and all breaches of PHI, and provide detailed information to the Covered Entity about the

EXHIBIT B

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breach, along with the names and contact information, when available, of all individuals whose PHI was involved. **(See Section 6 of this Exhibit for further detail.)** 3) agrees that such notification will meet the requirements of Section 13402 of the HITECH Act and § 164.410 of the amended HIPAA regulations.

- d. Enter into a written agreement with any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, pursuant to which such agent or subcontractor agrees to be bound by the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2) if applicable. **(See Section 11 of this Exhibit for further detail.)**
- e. Make internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI available to the Covered Entity or to the Secretary of the United States Department of Health and Human Services ("Secretary"), for purposes of determining Business Associate's compliance with the HIPAA Privacy Rule and Security Rule. **(See Section 12 of this Exhibit for further detail.)**
 - 1. Business Associate shall concurrently provide to the Covered Entity a copy of any PHI that Business Associate provides to the Secretary.
- f. Maintain and make available the information required to provide an accounting of disclosures of PHI as would be required for Covered Entity to respond to a request by an individual for an account of disclosures of PHI in accordance with 45 CFR § 164.528.

5. Permitted Uses and Disclosures by Business Associate.

- a. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities consistent with Section 164.502(j).

Unless otherwise limited in this Exhibit, Business Associate may:

- b. Use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered

Entity as necessary to perform the services described in Exhibit A to the Agreement, or as otherwise specified in the Master Exhibit, subject to limiting use and disclosure to applicable minimum necessary rules, regulations and statutes and provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

- c. Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- d. Disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains the appropriate medical release from the person whose PHI is being disclosed and the person to whom the PHI is disclosed provides reasonable assurances in writing that the PHI will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- e. Use PHI to provide Data Aggregation services to Covered Entity as permitted by Section 164.504(e)(2)(i)(B).

6. Reporting Unauthorized Uses and Disclosures.

- a. Business Associate agrees to notify Covered Entity of any breach, or security incident involving PHI of which it becomes aware, including any access to, or use or disclosure of PHI not permitted by this Exhibit. Such notification will be made immediately after discovery and will include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed, a description of the PHI involved, the nature of the unauthorized access, use or disclosure, the date of occurrence, and a description of any remedial action taken or proposed to be taken by Business Associate. Business Associate will also provide to Covered Entity any other available

EXHIBIT B

HIPAA BUSINESS ASSOCIATE AGREEMENT (Form revision approved 4/18/18)

information that the Covered Entity is required to include in its notification to the individual under Section 164.404(c) at the time of the initial report or within three (3) days of the information becoming available.

- b. In the event of a request by law enforcement under Section 164.412, Business Associate may delay notifying Covered Entity for the applicable timeframe.
- c. A breach or unauthorized access, use, or disclosure shall be treated as discovered by the Business Associate on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Business Associate or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Business Associate.
- d. In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Exhibit, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to this Exhibit and the Agreement.

7. Mitigation of Harmful Effects.

- a. Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the following actions: breach, security incident, or unauthorized access, use or disclosure of PHI by Business Associate or its employees, officers, subcontractors, agents, or other representatives.
- b. Following the actions listed in Section 7(a) of this Exhibit, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make said documentation available to Covered Entity.
- c. Except as required by law, Business Associate agrees that it will not inform any third party of a

breach or unauthorized access, use or disclosure of PHI without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice.

8. Indemnification.

Business Associate agrees to:

- a. Hold harmless, defend at its own expense, and indemnify Covered Entity for the costs of any mitigation undertaken by Business Associate pursuant to Section 7 of this Exhibit.
- b. Assume responsibility for any and all costs associated with the Covered Entity's notification of individuals affected by a breach or unauthorized access, use or disclosure by Business Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which Covered Entity is a party.
- c. Hold harmless, defend at its own expense and indemnify Covered Entity and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Exhibit or from any acts or omissions related to this Exhibit by Business Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorney's fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Business Associate's acts or omissions hereunder. Business Associate's obligation to indemnify any

EXHIBIT B

HIPAA BUSINESS ASSOCIATE AGREEMENT (Form revision approved 4/18/18)

Indemnified Party shall survive the expiration or termination of the Agreement.

9. Individuals' Rights.

Business Associate agrees to:

- a. Provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under Section 164.524.
- b. Make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526, at the request of Covered Entity or an individual, and in the time and manner designated by the Covered Entity.
- c. Document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with Section 164.528.
- d. Provide to Covered Entity or an individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 9(c) of this Exhibit, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with Section 164.528.
- e. Comply with any restriction to the use or disclosure of PHI that Covered Entity agrees to in accordance with Section 164.522.

10. Obligations of Covered Entity.

Covered Entity shall:

- a. Provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.
- b. Provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

- c. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

11. Agents and Subcontractors of Business Associate.

- a. Business Associate agrees to ensure that any agent, subcontractor, or other representative to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Exhibit to Business Associate with respect to such information, including the requirement to promptly notify the Business Associate of any instances of unauthorized access to or use or disclosure of PHI of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity.
- b. Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

12. Audit, Inspection, and Enforcement.

- a. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, available to any state or federal agency, including the Secretary, for the purposes of determining compliance with HIPAA and any related regulations or official guidance.
- b. With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures, and documentation relating to the security and privacy of PHI to determine compliance with the terms of this Exhibit. Business Associate shall promptly correct any violation of this Exhibit found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any

EXHIBIT B

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unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under the Agreement.

13. **Permissible Requests by Covered Entity.** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

14. **Term and Termination.**

- a. The terms of this Exhibit shall remain in effect for the duration of all services provided by Business Associate under the Agreement and for so long as Business Associate remains in possession of any PHI received from, or created or received by Business Associate on behalf of Covered Entity unless Covered Entity has agreed in accordance with this section that it is not feasible to return or destroy all PHI.
- b. Upon termination of the Agreement, Business Associate shall recover any PHI relating to the Agreement and this Exhibit in its possession and in the possession of its subcontractors, agents or representatives. Business Associate shall return to Covered Entity, or destroy with the consent of Covered Entity, all such PHI, in any form, in its possession and shall retain no copies. If Business Associate believes it is not feasible to return or destroy the PHI, Business Associate shall so notify Covered Entity in writing. The notification shall include: (1) a statement that the Business Associate has determined that it is not feasible to return or destroy the PHI in its possession, and (2) the specific reasons for such determination. If Covered Entity agrees in its sole discretion that Business Associate cannot feasibly return or destroy the PHI, Business Associate shall ensure that any and all protections, requirements and restrictions contained in the Agreement and this Exhibit shall be extended to any PHI for so long as Business Associate maintains such PHI, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the PHI infeasible.
- c. Covered Entity may immediately terminate the Agreement if it determines that Business

Associate has violated a material term of this Exhibit.

15. **Amendment.** The Parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the HIPAA Privacy and Security Rules and the HITECH Act.

16. **Lost Revenues; Penalties/Fines.**

- a. Lost Revenues. Business Associate shall make Covered Entity whole for any revenues lost arising from an act or omission in billing practices by Business Associate.
- b. Penalties/Fines for Failure to Comply with HIPAA. Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with the obligations imposed by HIPAA.
- c. Penalties/Fines (other). Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

17. **Entire Agreement.** This Exhibit constitutes the entire HIPAA Business Associate Agreement between the parties, and supersedes any and all prior HIPAA Business Associate Agreements between them.

Revised 6/29/16/ SDF/ 2015418/ 930874_2

EXHIBIT C
REPORTING STANDARDS

- A. The CONTRACTOR will submit monthly data reports to the COUNTY via email by the 15th of the following month.
- B. CONTRACTOR will include data-specific information (as applicable) in the reports. Data-specific information may include, but not be limited to the following:
 - a. CONTRACTOR will submit the type, date, location, and duration of service provided to each client.
 - b. CONTRACTOR will submit the enrollment date of each client.
 - c. CONTRACTOR will submit the completion or termination date and the reason for each client.
 - d. CONTRACTOR will correct any identified errors in the report by the following week after submission.
- C. CONTRACTOR may provide the COUNTY with quarterly data reports (in lieu of monthly data reports).
- D. CONTRACTOR will provide the COUNTY with an annual performance report outlining the vendor's accomplishments in meeting the goals and objectives as described in the agreement. The reports will be used:
 - ☒ to further assess client and department needs.
 - ☐ to enhance the collaboration at Connections.

The reports must be submitted via email or sent by first-class mail as addressed below:

Tulare County Probation Department
3241 West Noble Avenue
Visalia, California 93277
Email (probationqi@tularecounty.ca.gov)

EXHIBIT D

MONITORING AND AUDIT

COUNTY staff shall have the right to monitor, assess, and evaluate the CONTRACTOR'S performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include, but not limited to, audits, inspections of project premises, and interviews of project staff and participants. This fiscal audit shall be:

- Performed timely - not less frequently than annually and a report submitted timely. The audit is required to be completed no later than nine (9) months after the end of the subcontractor's fiscal year. The audit report is due to the Probation Department (Quality Improvement Unit) no later than thirty (30) days after the completion of the audit.
 - Performed in accordance with Government Auditing Standards-shall be performed by the COUNTY of an independent audit and be organization-wide.
 - All inclusive - includes an audit of the financial statements; an assessment of internal controls, including tests of transactions; and a determination with laws and regulators of all major programs and selected non-major program transactions. Programs which may be reviewed include, but are not limited to:
 - Electronic monitoring equipment and services provided to non-violent, low to medium-risk offenders.
1. The COUNTY shall prepare a summary worksheet of results from the audit resolutions performed for all CONTRACTORS. The summary worksheet shall include, but not be limited to, contract amount; amount resolved; variances; whether an audit was relied upon, or the CONTRACTOR performed an independent expense verification review of the CONTRACTOR in making the determination; whether audit findings were issued, and if applicable date of management letter.
 2. Audits to be performed shall be, minimally, financial and compliance audits, and may include economy and efficiency and/or program results audits.
 3. Audits may be conducted by the COUNTY or an independent, third party, including either a private professional or a separate governmental agency or office. The audit will be conducted at a time specified by the COUNTY.

Records Retention

CONTRACTOR shall retain and safeguard all records for a minimum of five (5) years and shall be made available and subject to inspection. CONTRACTOR shall not destroy any records without written consent provided by the COUNTY.