

ORIGINAL

AGREEMENT FOR SERVICES #452-S1211

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and BI Incorporated, a Colorado Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 6400 Lookout Road, Boulder, CO, 80301, and whose Agent for Service of Process is *Corporate Creations Network, Inc., 131-A Stoney Circle, Suite 500, Santa Rosa, CA 95401*, (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide electronic monitoring and Global Positioning System (GPS) tracking equipment and services on an "as-requested" basis for the Probation Department; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish the personnel and equipment necessary to provide electronic monitoring and Global Position System (GPS) tracking equipment and services on an “as-needed” basis for the Probation Department. Services shall include but not be limited to the central computer hardware and software necessary for the operation of Probation’s 24 hour monitoring of adult and juveniles on the court ordered electronic monitoring program. Services shall be in accordance with “Exhibit A, EXACUTRACK™ SERVICE AGREEMENT” and “Exhibit B, MONITORING SERVICE AGREEMENT,” incorporated herein and made by reference a part hereof.

In the event of any conflict between or among the terms and conditions of this Agreement #452-S1211, any Exhibits incorporated herein or attached, and any other document referred to and incorporated herein, such conflict shall be resolved by giving precedence in the following order of priority: to the text of this Agreement #452-S1211; to the language of the Exhibits attached and incorporated; and to the language of any other document referred to and incorporated.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties and cover a three year term of May 20, 2012 through May 19, 2015.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears and within thirty (30) days following the county’s receipt and approval of itemized invoices(s) identifying services rendered. For the purposes of this agreement, the billing rates shall be in accordance with “Exhibit A, EXACUTRACK™ SERVICE AGREEMENT” and “Exhibit B, MONITORING SERVICE AGREEMENT,”

As authorized by the Chief Probation Officer, travel expenses, as-need for on-site training only, shall be reimbursed in accordance with “Exhibit C, Board of Supervisors Policy D-1,” incorporated herein and made by reference a part hereof.

The total amount of this agreement shall not exceed \$75,000.00.

ARTICLE IV

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE V

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE VI

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE VII

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and sub-Contractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE VIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give sixty (60) days notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE IX

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon sixty (60) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE X

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
PROBATION DEPARTMENT
3974 DUROCK RD, STE 205
SHINGLE SPRINGS, CA 95682
ATTN: GREGORY S. SLY, CHIEF PROBATION OFFICER

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: TERRI DALY, PURCHASING AGENT

Notices to Contractor shall be addressed as follows:

BI, INCORPORATED
6400 LOOKOUT ROAD
BOLDER, CO 80301
ATTN: MICHAEL PHARRIS, ASSISTANT CONTROLLER

or to such other location as the Contractor directs.

ARTICLE XI

Indemnity: The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, sub-Contractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XII

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the County.
- P. County shall maintain comprehensive general liability insurance (including acts, errors or omissions and contractual liability insurance) or a self-insured retention in an amount not less than \$1,000,000. Upon request, the County shall furnish to Contractor a certificate of insurance or other evidence that the required coverage is in effect.

ARTICLE XIII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIV

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XV

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE XVI

California Residency (Form 590): All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XVII

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XVIII

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XIX

Administrator: The County Officer or employee with responsibility for administering this Agreement is Andrew Craven, Deputy Chief Probation Department, or successor.

ARTICLE XX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXI

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.


ARTICLE XXIII

Disclosure of Public Records: Notwithstanding any other provisions of this Agreement, including the exhibits thereto, County shall not be prohibited from disclosing records that, in the County's sole determination, are required to be disclosed pursuant to law, including, but not limited to, the California Public Records Act.

ARTICLE XXIV


Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: 
Andrew Craven
Deputy Chief Probation Officer
Probation Department

Dated: 4/16/2012

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: 
Gregory S. Sly
Chief Probation Officer
Probation Department

Dated: 4-17-12

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
John R. Knight, Chair
Board of Supervisors
"County"


ATTEST:
Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors

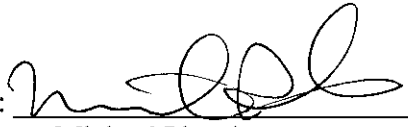
By: _____ Dated: _____
Deputy Clerk

-- CONTRACTOR --

Dated: April 17, 2012

BI, INC.
(A COLORADO CORPORATION)

By: 
Wm. Bradley Cooper
Vice President/CFO
"Contractor"

By: 
Michael Pharris
Assistant Secretary

**EXHIBIT A
TO THE AGREEMENT FOR SERVICES #452-S1211
EXACUTRACK™ SERVICE AGREEMENT**

This ExacuTrack Service Agreement ("Agreement") is made between BI INCORPORATED ("BI"), a Colorado corporation with its principal place of business at 6400 Lookout Road, Boulder, CO 80301, and COUNTY OF EL DORADO PROBATION ("Agency") with its principal place of business at 3974 Durock Road, Suite 205, Shingle Springs, CA 95682.

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

1. DEFINITIONS

- 1.1** "Active monitoring" or "actively monitor": The ability to periodically receive recent location coordinates and other limited information about Clients, subject to certain limitations set forth in the Documentation.
- 1.2** "Client": A person who is subject to Agency's electronic monitoring programs.
- 1.3** "Confidential Information": Any information which is marked, or should be reasonably understood to be, confidential, proprietary, or trade secrets of BI.
- 1.4** "Documentation": The "BI ExacuTrack Officer's Reference Manual", the "BI ExacuTrack AT Officer's Reference Manual", and the "BI ExacuTrack One Officer's Reference Manual" which are incorporated herein by this reference and will be provided upon execution of this Agreement.
- 1.5** "Unit" or "Equipment":
- (1) "ExacuTrack Equipment" consisting of (a) a transmitter, (b) an ExacuTrack Tracking Unit, and (c) a base station; and/or
 - (2) "ExacuTrack AT Equipment" consisting of (a) a transmitter, (b) an ExacuTrack AT Tracking Unit, and (c) a base station; and/or
 - (3) "ExacuTrack One Equipment" consisting of an ExacuTrack One Tracking Unit. The ExacuTrack One Equipment may include one ExacuTrack One Beacon and one ExacuTrack One HomeBase 105 in addition to the ExacuTrack One Tracking Unit.
- 1.6** "ExacuTrack™" or "ExacuTrack™ Service": The ExacuTrack Equipment and/or the ExacuTrack AT Equipment, and/or the ExacuTrack One Equipment, licensed software, Documentation and services described in Section 2.
- 1.7** "GPS": Global positioning satellite.
- 1.8** "Passive monitoring" or "passively monitor": The ability to periodically store location coordinates and other limited information about Clients for download to the System upon return to the location of the base station by placing the ExacuTrack Tracking Unit in the base station.
- 1.9** "System": BI's ExacuTrack central monitoring computer systems that are located and maintained at BI's offices.

2. BI's SERVICES

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

3. EQUIPMENT

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

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

4. AGENCY'S OBLIGATIONS

Agency agrees:

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

5. COST OF SERVICES

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

6. TERM, TERMINATION, RENEWAL

- 6.1 This Agreement may be terminated for convenience by either party upon sixty (60) days prior written notice to the other party. Cessation of services and responsibilities defined in this Agreement may not take place less than sixty (60) days from the receipt of notice except in the event of default by either party. 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 or delivered by messenger.
- 6.2 Upon expiration or termination of the Agreement, Agency shall immediately return all 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 of this Agreement or thereafter.

7. LIMITATION OF LIABILITY

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

7.1 Disclaimer of Warranty. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, BI EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY

AND FITNESS OF THE SERVICE OR EQUIPMENT FOR A PARTICULAR PURPOSE. BI EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SERVICE OR EQUIPMENT IS IMPERVIOUS TO TAMPERING. BI EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SERVICE OR EQUIPMENT IS COMPLETE, ACCURATE, RELIABLE, ERROR FREE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, THAT THE PRODUCTS AND SERVICES WILL BE CONTINUOUSLY AVAILABLE, OR THAT DATA ENTERED ARE SECURE FROM UNAUTHORIZED ACCESS.

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

- 8.1 General.** BI will indemnify Agency from and against all liability resulting from the negligence or willful misconduct of BI, its employees and agents in the providing of the services set forth herein. Agency will indemnify BI from and against all liability resulting from the negligence or willful misconduct of Agency, its employees and agents in the operation and use of the services as set forth herein.
- 8.2 Acts.** Because BI does not approve those persons and/or Clients subject to Agency's monitoring program, Agency agrees to indemnify BI from and against all liability resulting from the acts committed by those persons subject to its monitoring program.
- 8.3 Liability.** As used in this Agreement, the term "liability" includes but is not limited to legal fees and expenses, penalties and interest.
- 8.4 Survival.** This Section 8 shall remain in effect even if Agency has made full payment under this Agreement or this Agreement is terminated.

9. OWNERSHIP--CONFIDENTIALITY/NONDISCLOSURE OBLIGATIONS

- 9.1** BI shall retain all ownership interests in all parts of the ExacuTrack Service. All rights owned by BI that are not granted by this Agreement, including the right to derivative works, are reserved to BI. The Licensed Software, Documentation, and any and all copies thereof, whether in whole or in part, whether made by BI or anyone else, and all rights, powers and privileges which arise out of this Agreement are, and shall remain at all times, the sole and exclusive property of BI. Nothing contained in this Agreement shall be deemed to convey to Agency any title or ownership interest in the Licensed Software, Documentation and rights, powers and privileges that arise out of this Agreement. Agency shall not directly or indirectly dispute or contest the validity of BI's rights to the Licensed Software.
- 9.2** Agency further understands, acknowledges, and agrees that certain aspects of the Licensed Software are BI's trade secrets. These include, but are not limited to, the following: system design, modular program structure, system logic flow, file content, video and report format, coding techniques and routines, file handling, video screen and data entry handling, and report and/or form generation. Agency agrees to hold in confidence and not disclose to any party, other than authorized employees, the Licensed Software, Documentation or any trade secrets of BI.
- 9.3** BI will issue Agency a login ID and a password for use in accessing the System and the specific Client information for that Agency. The confidentiality of the ExacuTrack Service and Client information is dependent upon Agency's careful control of the login ID and password. Agency agrees to maintain its password as private and confidential information and to take all reasonable measures to maintain the careful control and security of the login ID and password and the Licensed Software, and shall not allow parties, except authorized employees or contractors of the Agency, access to the Licensed Software or any of its component parts. In this regard, Agency agrees that each employee or contractor, to be authorized to work with or to have access in any way to the Licensed Software, Documentation, or trade secrets hereunder, shall agree to be bound by the confidentiality, nondisclosure, use, and copying restrictions of this Agreement. Agency agrees to notify BI immediately of the existence of any circumstances surrounding any unauthorized knowledge, possession, or use of the login ID and password, Licensed Software or any part thereof by any person or entity. BI is not responsible for breaches in security resulting from third party access to Agency's password.
- 9.4** Agency shall not itself and also shall not knowingly permit any of its employees, subcontractors, or sublicensees to alter, maintain, enhance, or otherwise modify any part of the ExacuTrack Service, other than strictly to input, access and update information relating to Clients, as permitted by this Agreement. Agency shall not reverse engineer, reverse compile, reverse assemble or do any other operation or analysis with the Service or the System or associated software, hardware, and technology that would reveal any of BI's confidential information, trade secrets, or technology.

- 9.5** Agency agrees not to make any attempt to gain any unauthorized access to any other Agency's or user's account or to the systems, networks or databases of System other than Agency's specific Client information as specifically permitted herein. Violations of the System security system are prohibited and could result in criminal and civil liability.
- 9.6** Agency shall not, and shall take all reasonable actions to cause its employees, agents and subcontractors, if any, not to, during the term of this Agreement or at any time thereafter, divulge, communicate or utilize, other than in the performance of Agency's obligations under this Agreement, any Confidential Information which Agency's or such person has acquired or may acquire, whether technical or non-technical, relating to the business and affairs of BI, including without limitation the ExacuTrack Service and related documentation.

10. FORCE MAJEURE

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

11. SOFTWARE LICENSE INDEMNIFICATION

- 11.1** BI shall indemnify Agency against the liabilities and costs arising from the infringement by the Licensed Software of any United States copyright or patent, or from the infringement of the trademark, trade secret, or unfair competition rights of a third party, provided that Agency promptly notifies BI in writing of the suit or any claim of infringement and that BI is permitted to control fully the defense and settlement of any claim or suit. Agency shall have the right, at its own expense, to appear through counsel of its own choosing.
- 11.2** BI shall have the right to settle any such claim or suit at its discretion and may procure the right to continue using the software at issue or substitute alternative substantially equivalent non-infringing software, computer programs and supporting documentation.
- 11.3** BI shall have no liability for any claim or suit based on any United States copyright or patent, or the trademark, trade secret, or unfair competition rights of a third party based on any modification done to the Licensed Software by the Agency.
- 11.4** Agency agrees to indemnify and hold BI and its employees, agents, and contractors, harmless from any and all claims of third parties resulting from or incidental to the Agency's use or operation of the Licensed Software.

12. ASSIGNMENT OF SOFTWARE LICENSE

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

13. INSURANCE

Each party hereto shall maintain comprehensive general liability insurance, or self insure, 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.

14. GENERAL

- 14.1** This Agreement is limited in its scope to its defined purpose. It in no way implies that either party has specific knowledge or bears responsibility for the business practices of the other party. All business practices and contract compliance outside the defined conditions of this Agreement and authorized amendments are the sole responsibility of each party.
- 14.2** 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.
- 14.3** 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.

15. ASSIGNMENT/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 approval of BI. With express written approval of Agency, BI shall have the right to subcontract any and all services set forth under this Agreement, so long as BI remains primarily responsible hereunder.

EXHIBIT A
TO THE
EXACUTRACK™ SERVICE AGREEMENT
(EXHIBIT A TO AGREEMENT FOR SERVICES #452-S1211)

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

EXACUTRACK SERVICE CHARGES:

EXACUTRACK AT CHARGES:

ExacuTrack AT Tracker & Transmitter Components Rental:	\$4.84 per day per Unit provided from BI inventory.
ExacuTrack AT Base Station Component Rental:	No Charge.
ExacuTrack AT Service:	\$3.61 per day per Unit provided from BI inventory.
ExacuTrack AT <u>Total:</u>	\$8.45 (total of ExacuTrack AT Components charges and ExacuTrack AT Service charges)

EXACUTRACK ON DEMAND CHARGES:

ExacuTrack On Demand Tracker & Transmitter Components Rental:	\$3.82 per day per Unit provided from BI inventory.
ExacuTrack AT Base Station Component Rental:	No Charge.
ExacuTrack On Demand Service:	\$3.61 per day per Unit provided from BI inventory.
ExacuTrack On Demand <u>Total:</u>	\$7.43 (total of ExacuTrack On Demand AT Components charges and ExacuTrack AT Service charge)

EXACUTRACK PASSIVE CHARGES:

ExacuTrack Tracker & Transmitter Components Rental:	\$2.94 per day per Unit provided from BI inventory.
ExacuTrack Base Station Component Rental:	No Charge.
ExacuTrack Service:	\$1.66 per day per Unit provided from BI inventory.
ExacuTrack <u>Total:</u>	\$4.60 (total of ExacuTrack Components charge and ExacuTrack Service charge)

EXACUTRACK ONE CHARGES:

ExacuTrack One Tracker Component Rental: \$3.95 per day per Unit provided from BI inventory.

EXACUTRACK ONE WITH 1.720.A0 ZX SERVICE:

Description: ET One - GPS Point Collection every 1 minute, Data Transmission every 720 minutes, no AFLT, with Zone Crossing Notification.

ExacuTrack One 1.720.A0 ZX Service:	\$0.75 per day per Unit provided from BI inventory.
ExacuTrack One 1.720.A0 ZX <u>Total:</u>	\$4.70 total of ExacuTrack One Components and ExacuTrack One 1.720.A0 ZX Service charges.

EXACUTRACK ONE WITH 1.240.A0 ZX SERVICE:

Description: ET One - GPS Point Collection every 1 minute, Data Transmission every 240 minutes, no AFLT, with Zone Crossing Notification.

ExacuTrack One 1.240.A0 ZX Service:	\$1.05 per day per Unit provided from BI inventory.
ExacuTrack One 1.240.A0 ZX <u>Total:</u>	\$5.00 total of ExacuTrack One Components and ExacuTrack One 1.240.A0 ZX Service charges.

EXACUTRACK ONE WITH 1.60.A0 ZX SERVICE:

Description: ET One - GPS Point Collection every 1 minute, Data Transmission every 60 minutes, no AFLT, with Zone Crossing Notification.

ExacuTrack One 1.60.A0 ZX Service:	\$1.80 per day per Unit provided from BI inventory.
ExacuTrack One 1.60.A0 ZX <u>Total:</u>	\$5.75 total of ExacuTrack One Components and

ExacuTrack One 1.60.A0 ZX Service charges.

EXACUTRACK ONE WITH 1.30.A0 ZX SERVICE:

Description: ET One - GPS Point Collection every 1 minute, Data Transmission every 30 minutes, no AFLT, with Zone Crossing Notification.
ExacuTrack One 1.30.A0 ZX Service: \$2.05 per day per Unit provided from BI inventory.
ExacuTrack One 1.30.A0 ZX Total: \$6.00 total of ExacuTrack One Components and ExacuTrack One 1.30.A0 ZX Service charges.

ADDITIONAL SERVICES:

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

10% No-charge ExacuTrack AT Spares: Each month hereunder, Agency is entitled to keep a quantity of ExacuTrack AT Tracker units equal to 10% of that month's corresponding average number of actively used ExacuTrack AT Tracker units per day, in its possession at no charge (i.e.; these units are not subject to the daily rental rate while not in use). For billing purposes, the monthly 10% No-charge ExacuTrack AT Spares allowance will be calculated by multiplying 10% by the number of active ExacuTrack AT days for the month. (An active day is defined as a Unit that is active for one day.) Any inactive ExacuTrack AT days that exceed this allowance will incur a **\$4.84** charge per inactive day. (An inactive day is defined a one Unit that is inactive for one day.)

10% No-charge ExacuTrack Spares: Each month hereunder, Agency is entitled to keep a quantity of ExacuTrack Tracker units equal to 10% of that month's corresponding average number of actively used ExacuTrack Tracker units per day, in its possession at no charge (i.e.; these units are not subject to the daily rental rate while not in use). For billing purposes, the monthly 10% No-charge ExacuTrack Spares allowance will be calculated by multiplying 10% by the number of active ExacuTrack days for the month. (An active day is defined as a Unit that is active for one day.) Any inactive ExacuTrack days that exceed this allowance will incur a **\$2.94** charge per inactive day. (An inactive day is defined a one Unit that is inactive for one day.)

Five (5) ExacuTrack One Unit No-charge Spare(s): Each month during the term of the Agreement, Agency is entitled to keep up to, but not to exceed, five (5) ExacuTrack One Tracker Unit(s) at no charge (not subject to the Unit Rental Charge while not in use). For any inactive ExacuTrack One Units in excess of the five (5) spare(s) allowance, Agency will incur a \$3.95 charge per unit per day.

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

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

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

Additional remote training: From 8:00 a.m. to 5:00 p.m. Mountain Standard Time, \$200 per hour. Minimum charge of one (1) hour; thereafter billed in fifteen minute increments.

Additional on-site training: \$1000 per day, 2 day minimum, plus actual out of pocket expenses for on-site training including one BI staff person's travel, room, board, and miscellaneous expenses.

**EXHIBIT B
TO THE AGREEMENT FOR SERVICES #452-S1211
MONITORING SERVICE AGREEMENT**

This agreement ("Agreement") is made between BI INCORPORATED ("BI"), a Colorado corporation with its principal place of business at 6400 Lookout Road, Boulder, CO 80301 and COUNTY OF EL DORADO PROBATION ("Agency") with its principal place of business at 3974 Durock Road, Suite 205, Shingle Springs, CA 95682.

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

WHEREAS, Agency has determined that a present need exists for the products and services set forth in this Agreement, and

WHEREAS, Agency is authorized to enter into this Agreement by the laws and regulations to which Agency is subject; and

WHEREAS, Agency and BI agree that the terms and conditions of this Agreement apply to the products and services to be provided hereunder; and

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

1. DEFINITIONS

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

2. SERVICES AND RESPONSIBILITIES OF BI

- 2.1 **Training.** BI will provide initial on-site training for Agency staff at no charge prior to the commencement of the monitoring program. The training shall be divided into classroom-type and practical hands-on instruction. Agency may choose to expand this training into additional and/or periodic training in accordance with the Additional Training terms in Exhibit A, which is attached to, and hereby made a part of, this Agreement. Actual out of pocket expenses for all additional and/or periodic training, including one BI staff person's travel, room, board, and miscellaneous expenses will be borne by Agency.
- 2.2 **TotalAccess Training.** BI will provide an initial TotalAccess training session at no cost to the Agency, and Additional Training upon request in accordance with Exhibit A. All TotalAccess training sessions shall be conducted via a remote service such as web conferencing.
- 2.3 **Monitoring Services.** BI will provide the following monitoring services to Agency for Agency's operation of an electronic home detention monitoring program. The monitoring services provided hereunder are specifically designed to determine, by electronic means, the presence of a person at a specified location (typically that person's place of residence).
 - 2.3.2 BI will provide notification of Alert Conditions to authorized and identified Agency staff. Alert notification will be in accordance with Section 2.3.5 or as agreed upon in writing in the Agency Notification Form.
 - 2.3.3 Alert Condition and Equipment status information for each Client will be documented and maintained by BI. Upon a Client's completion of the monitoring term, BI will archive a termination record of all monitoring data compiled during the monitoring term and will maintain this record for a period of no less than five (5) years from the date of each Client's termination. BI will maintain a Client Activity Record five (5) years from the start of the Client's monitoring term.
 - 2.3.4 BI will assume the financial responsibility of all communication charges associated with Unit and central host computer communications.
 - 2.3.5 **TotalAccess**

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

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

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

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

- 2.4 Agency Support.** BI will make reasonable efforts to provide Agency with answers to specific Agency support requests as related to the Equipment, monitoring services, and overall operation of the program.
- 2.5 Rental Maintenance.** BI shall maintain the Equipment at its expense. Maintenance will be performed at BI's facility. Notwithstanding such obligation, unless otherwise specified in Exhibit A, Agency shall be responsible for lost or missing Equipment and/or the cost of required repairs necessitated by (i) Agency's negligence or (ii) the damage or destruction of the Equipment by parties other than BI. Agency shall also be responsible for the replacement costs of lost or missing Equipment. Agency shall be responsible for the costs of shipping units to be repaired to BI.

3. EQUIPMENT

3.1 Supplied by BI.

- 3.1.1** In the event Agency utilizes BI supplied Units and other Equipment, then BI shall supply a sufficient quantity of Units to meet Agency's need subject to forty-eight (48) hour notice prior to shipment. Agency agrees that it shall assist BI in forecasting its Unit needs. All Units or other Equipment supplied by BI shall be subject to all charges set forth in Section 6, as applicable.
- 3.1.2** Agencies utilizing BI supplied Equipment shall be entitled to receive, at no additional charge, a reasonable quantity of Supplies and a reasonable quantity of installation kits (Unit activator, lead cutter, allen driver) to maintain Agency's active monitoring program.
- 3.1.3 Inspection of Equipment.** Upon providing written notice at least two (2) business days prior, BI shall have the right to enter on the premises where the Equipment may be located during normal business hours for the purpose of inspecting it, observing its use, or conducting an inventory.

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

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

4. MONITORING SYSTEM

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

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

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

- 5.1 to retain complete authority for Client selection and alert management;
- 5.2 to be responsible for all liaison work with the involved courts and/or agencies;
- 5.3 to provide BI with an Agency Level Notification Form signed by an authorized representative;
- 5.4 to identify Authorized Personnel;
- 5.5 to provide to BI all required Client information, including, but not limited to, assigned Equipment, demographic information, curfew schedules, and monitoring information;
- 5.6 to identify and make available Agency staff and/or equipment (fax, pager) for the purpose of notification by BI to Agency of alerts and Equipment status problems;
- 5.7 to perform or oversee orientation and installation of Equipment in compliance with BI policy. BI policy establishes a specifically correct method of Equipment installation. Orientation, in accordance with BI policy, establishes Equipment use guidelines. In the event that BI assumes liability for lost, stolen, or damaged Units, Agency will ensure that Equipment responsibility forms are signed by the Clients.
- 5.8 to establish an Alert Condition response policy and to respond to Alert Condition notifications in accordance with that policy;
- 5.9 to protect and secure Agency access codes; and
- 5.10 to ensure that users have completed training in access and use of the TotalAccess System.

6. COST OF SERVICES

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

7. TERM, TERMINATION, RENEWAL

- 7.1 This Agreement may be terminated for convenience by either party upon sixty (60) days prior written notification to the other party. Cessation of services and responsibilities defined in this Agreement may not take place less than sixty (60) days from the receipt of notification except in the event of neglect of responsibility by either party. No termination may take place without this notification procedure.
- 7.2 All notifications with respect to this Agreement shall be in writing and signed by a duly authorized representative of the party. Notification documents shall be sent by certified mail or delivered by messenger.
- 7.3 Upon proper notification neither party shall be obligated to the other in any way outside those responsibilities defined in this Agreement. Notwithstanding, upon completion of BI services, Agency shall immediately return all 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 five dollars (\$5.00) 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 of this Agreement or thereafter.

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 these responsibilities.
- 8.2 **Disclaimer of Warranty.** EXCEPT AS SPECIFICALLY PROVIDED HEREIN, BI EXCLUDES THE WARRANTIES OF MERCHANTABILITY AND FITNESS OF THE SERVICE OR EQUIPMENT FOR A PARTICULAR PURPOSE. BI EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SERVICE OR EQUIPMENT IS IMPERVIOUS TO TAMPERING. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED.
- 8.3 **Damages.** IN NO EVENT WILL BI BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF BI HAS KNOWLEDGE OF THE POSSIBILITY OF THE POTENTIAL LOSS OR DAMAGE, IN CONNECTION WITH OR ARISING OUT OF THE PROVIDING, PERFORMANCE, OR USE OF THE SERVICE OR EQUIPMENT PROVIDED UNDER THIS AGREEMENT.
- 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.

9. INDEMNIFICATION COVENANTS

- 9.1 **General.** BI will indemnify Agency from and against all liability resulting from the negligence or willful misconduct of BI, its employees and agents in the providing of the services set forth herein. Agency will indemnify BI from and against all liability resulting from the negligence or willful misconduct of Agency, its employees and agents in the operation and use of the services as set forth herein.
- 9.2 **Acts.** Because BI does not approve those persons and/or Clients subject to Agency's electronic monitoring program, Agency agrees to indemnify BI from and against all liability resulting from the acts committed by those persons subject to its electronic monitoring program.
- 9.3 The term "liability" includes but is not limited to legal fees and expenses, penalties and interest.
- 9.4 This indemnification provision shall remain in effect even if (a) Agency has made full payment under this Agreement; or (b) this Agreement is terminated.

10. INSURANCE. Each party hereto shall maintain comprehensive general liability insurance, or self insure, 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.

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

12. GENERAL

- 12.1 Each party is obligated to protect the proprietary rights and trade secrets which must be revealed during the course of business. Such obligation shall be for the term of the Agreement and five (5) years thereafter. Protection shall be interpreted as against the use of such information in a way deemed detrimental to the other party. Publicly available information shall not be considered proprietary.
- 12.2 This Agreement is limited in its scope to its defined purpose. It in no way implies that either party has specific knowledge or bears responsibility for the business practices of the other party. All business practices and contract compliance outside the defined conditions of this Agreement and authorized amendments are the sole responsibility of each party.
- 12.3 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.

13. COUNTERPARTS. 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.

EXHIBIT A
TO THE
MONITORING SERVICE AGREEMENT
(EXHIBIT B TO AGREEMENT FOR SERVICES #452-S1211)

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

Service - Standard

HomeGuard® 200 Unit Rental Charge:	\$1.40	per day per Unit provided from BI inventory.
HomeGuard 200 Monitoring Service Charge:	\$1.04	per Unit per active day.
Total HomeGuard 200 Unit Charge:	\$2.44	per Unit per day.
Additional Rental Charges:		
Drive-BI Monitor:	\$0.99	per unit per day.

ADDITIONAL SERVICES:

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

20% No-charge Spares: Each month hereunder, Agency is entitled to keep a quantity of HomeGuard 200 Units equal to 20% of that month's average number of Active Units per day, in its possession at no charge (i.e.; these units are not subject to the Unit Rental Charge while not in use). For any inactive HomeGuard 200 Units in excess of the 20% No-charge Spare Allowance, Agency will incur a \$1.40 charge per day/per unit.

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

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

EXHIBIT B
TO THE
MONITORING SERVICE AGREEMENT
(EXHIBIT B TO THE AGREEMENT FOR SERVICES #452-S1211)

ALCOHOL MONITORING DEVICE

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

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

CHARGES:

Sobriotor Unit Rental Charge:	\$1.96	per day per Unit provided from BI inventory.
Sobriotor Monitoring Service Charge:	\$1.04	per Unit per active day.
Total Sobriotor Unit Charge:	\$3.00	per Unit per day.

ADDITIONAL SERVICES:

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

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

Twenty Percent (20%) Sobriotor Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of inactive Sobriotor Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive Sobriotor Units in excess of the 20% allowance, Agency will incur a \$1.96 charge per unit per day.

ADDENDUM NO. 1
BI HOMECCELL ADDENDUM
TO THE
MONITORING SERVICE AGREEMENT
(EXHIBIT B TO THE AGREEMENT FOR SERVICES #452-S1211)

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

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

BI HomeCell Unit: Used in conjunction with BI HomeGuard®, it enables BI's electronic monitoring services to be installed without a telephone line connected to the Client's home. Cellular telephone service must be available within the Client's home.

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

SERVICE CONDITIONS

Agency recognizes and acknowledges that information is transmitted via third-party telecommunications service providers. BI makes no representations or warranties regarding carriage of information over any communications medium not directly controlled by BI, including, but not limited to, wireless and "land-line" telecommunications services. Further, BI shall not be liable for any interruption of service or non-transfer of information due to interruptions, temporary 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.

BI SPECIFICALLY EXCLUDES ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL BI BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PROVIDING, PERFORMANCE OR USE OF THE SERVICES OR THE EQUIPMENT PROVIDED UNDER THE AGREEMENT. THIS LIMITATION SPECIFICALLY INCLUDES ANY CLAIMS RELATING TO ANY FAILURE OR DELAY IN PERFORMANCE HEREUNDER WHICH IS DUE, IN WHOLE OR IN PART, TO ANY CAUSE BEYOND BI'S CONTROL. BI EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SERVICE OR EQUIPMENT IS COMPLETE, ACCURATE, RELIABLE, ERROR FREE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, THAT THE PRODUCTS AND SERVICES WILL BE CONTINUOUSLY AVAILABLE, OR THAT DATA ENTERED ARE SECURE FROM UNAUTHORIZED ACCESS. IN NO EVENT DOES BI ASSUME ANY RESPONSIBILITY FOR ACTS THAT MAY BE COMMITTED BY PERSONS SUBJECT TO OR USING BI EQUIPMENT AND SERVICES. AGENCY ASSUMES FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH ALL NECESSARY SERVICING OR REPAIRS OF ANY EQUIPMENT AGENCY USES IN CONNECTION WITH ITS USE OF BI EQUIPMENT.

3. The current "Force Majeure" language shall be deleted in its entirety and replaced with the following language:

FORCE MAJEURE

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

4. **BI HOMECCELL CHARGES**

For every BI HomeCell Unit provided to Reseller by BI, Reseller shall pay to BI rent for each day in any given month that a BI HomeCell Unit is in Reseller's possession (the "BI HomeCell Unit Rental Charge"). The BI HomeCell Unit Rental Charge will be added to the daily Active HomeGuard Unit rate.

BI HomeCell Unit Rental Charge:

\$3.50 per day per BI HomeCell Unit provided from BI inventory.

Capitalized terms used herein, and not otherwise defined shall have the meaning as set forth in the Agreement. All other terms and conditions of the Agreement, except as expressly amended herein, shall remain in full force and effect.

ADDENDUM NO. 2
BI GROUPGUARD™ ADDENDUM
TO THE
MONITORING SERVICE AGREEMENT
(EXHIBIT B TO THE AGREEMENT FOR SERVICES #452-S1211)

This Addendum for the addition of BI GroupGuard to the Agreement is entered into by and between Agency and BI pursuant to the terms set forth below.

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

1. **BI GroupGuard™:** Electronic monitoring system that enables simultaneous monitoring of multiple Clients sharing a residence. When used in conjunction with a dedicated telephone line, a single GroupGuard receiver ("GroupGuard Unit") may monitor up to seventy-five (75) Clients. Use of BI GroupGuard with a non-dedicated telephone line is not recommended as telephone line interference may occur.

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

3. **BI GroupGuard Charges**

BI GroupGuard Unit Rental Charge:	\$0.64 per day per BI GroupGuard Unit provided to Agency from BI inventory.
BI GroupGuard Transmitter Rental Charge:	\$0.76 per day per BI GroupGuard Transmitter provided to Agency from BI inventory.
Monitoring Service Charge:	\$1.04 per GroupGuard Client per Active Day.

Lost and Damaged: BI will pay for the cost associated with replacing up to, but not to exceed, five percent (5%) of lost, stolen, or damaged BI GroupGuard Transmitters per year. Agency shall be responsible for lost, stolen, or damaged Transmitters in excess of this allowance. Agency shall be responsible for lost, stolen, or damaged BI GroupGuard Units. Replacement costs for BI GroupGuard Transmitters above the five percent (5%) allowance are the following: BI GroupGuard Transmitter - \$575.00.

20% No-charge Spares: Each month hereunder, Agency is entitled to keep a quantity of BI GroupGuard Transmitters equal to 20% of that month's average number of Active Transmitters per day, in its possession at no charge (i.e.; these units are not subject to the Unit Rental Charge while not in use). For any inactive BI GroupGuard Transmitters in excess of the 20% No-charge Spare Allowance, Agency will incur a \$0.64 charge per day/per unit.

4. **Telephone costs:** Agency shall be solely responsible for any and all costs related to telephone lines used with BI GroupGuard, including, without limitation, installation costs, recurring fees and taxes.

5. **Non-dedicated telephone line:** BI GroupGuard may be used in conjunction with a non-dedicated telephone line. YOU ARE HEREBY NOTIFIED THAT SUCH USE MAY RESULT IN INTERFERENCE, INTERRUPTION, OR DELAY OF TRANSMISSION OF DATA FROM THE BI GROUPGUARD RECEIVER.

6. Capitalized terms used herein, and not otherwise defined shall have the meaning as set forth in the Agreement. All other terms and conditions of the Agreement, except as expressly amended herein, shall remain in full force and effect.

ADDENDUM NO. 3
BI VOICEID ADDENDUM
TO THE
MONITORING SERVICE AGREEMENT
(EXHIBIT B TO THE AGREEMENT FOR SERVICES #452-S1211)

In consideration of the premises contained herein, and for other good and valuable consideration, receipt of which hereby acknowledged, BI and Agency hereby agree as follows:

1. BI's SERVICES

1.1. VoiceID System. BI agrees to provide Agency a service which utilizes an interactive computer system enabling people subject to the supervision of the courts or correctional system (referred to herein as "Clients") to be passively monitored using voice verification, (such system is referred to herein as the "VoiceID System"). The VoiceID System is a monitoring system, which monitors Clients using random, scheduled, inbound and/or outbound verification calls over standard telephones.

Clients are enrolled by the Agency into the VoiceID System using the BI VoiceID software application running on an Agency workstation with Internet access. The enrollment process, which is handled by the Agency, includes establishing and entering into the VoiceID System the desired type(s) of calls, time frame(s) for the calls, approved call location(s), sanction start and end dates, agency notification preference, and capturing the Client's voiceprint. During a verification call, the VoiceID System checks the presence of the Client through a verification of the Client's voiceprint. At the completion of the call, data is stored in the VoiceID System. If the voiceprint is not verified, a notification alert is triggered in the VoiceID System and is provided to the Agency via the VoiceID notification option selected during enrollment. The VoiceID System includes agency, officer, and client level reports of caseload and call status.

The VoiceID System allows the Agency to enter, modify, change and access Client information 24 hours a day. BI shall have no responsibility to make notification calls to Agency, or follow up with Clients on the VoiceID System, or to provide reports to Agency regarding the Clients monitored using the VoiceID System. Data entry into the system of all Client enrollment information as submitted by the Agency will be performed by Agency.

1.2. Training. BI will supply initial remote training for Agency staff for up to 16 hours at no charge prior to, or at, the commencement of the VoiceID program. This training will cover enrollment procedures, notification options, and reporting. Agency may choose to have initial training conducted on-site for a maximum of one day. Actual out of pocket expenses for on-site training including one BI staff person's travel, room, board, and miscellaneous expenses will be borne by Agency. Agency may choose to expand training into additional and/or periodic training. This additional training may be conducted remotely or on-site. Costs for additional training are detailed in Exhibit A.

1.3. Customer Support. BI will make reasonable efforts to provide Agency with answers to specific customer support requests as related to the VoiceID System.

1.4. System Availability and Maintenance: Records. BI will make reasonable efforts to keep the VoiceID System available and functional twenty-four (24) hours per day, 7 days a week. Agency acknowledges that BI must perform periodic maintenance on the system. During the performance of this maintenance, the VoiceID System may be required to be temporarily 'off-line'. BI will make reasonable efforts to notify Agency in advance of any such situation. BI agrees to maintain Client's reporting data for a period of three (3) years from the date of each event.

2. GRANT OF RIGHTS

2.1. License. BI hereby grants to Agency a non-transferable, non-exclusive, limited, revocable, right to use, access and display, the VoiceID System, the Client information relating to such Agency through the VoiceID System, and documentation (if any) used in connection therewith solely for use in supervising such Clients. The license granted to Agency herein does not include any rights to derivative works. Agency may not sublicense the use of the VoiceID System or related documentation to any other party.

BI will provide the agency with a license to access the VoiceID system for 1 to 25 average active daily clients. Additional licenses will be available for each additional 25 average active daily clients monitored by the VoiceID System. The Agency may purchase additional sets of licenses from BI as detailed in Exhibit A.

2.2. No Reverse Engineering. Agency shall not itself and also shall not knowingly permit any of its employees, subcontractors, or sublicensees to alter, maintain, enhance, or otherwise modify the VoiceID System, other than strictly to input, access and update information relating to Clients, as permitted by this Addendum. Agency shall not reverse compile or reverse assemble or do any other operation or analysis with the VoiceID System or associated software, hardware, and technology that would reveal any of BI's Confidential Information/technology.

2.3. Ownership. BI shall retain all ownership interests in the VoicelD System. All rights owned by BI that are not granted by this Addendum, including the right to derivative works, are reserved to BI.

2.4. Confidential Information. As used in this Addendum, "Confidential Information" shall mean any information, which is or should be reasonably understood to be confidential, proprietary to, or trade secrets of BI. "Confidential Information" shall not include information (a) already lawfully known to the Agency, (b) disclosed in published materials, (c) generally known to the public, or (d) lawfully obtained from any third party.

3. AGENCY'S OBLIGATIONS

Agency agrees:

- 3.1. to retain complete authority for Client selection and Client management, including the proper use, management and supervision of Clients using the VoicelD System;
- 3.2. to be responsible for all follow up calls to the Clients;
- 3.3. to be responsible for all liaison work with the involved courts;
- 3.4. to be responsible for all Client case, call location, and scheduling information, including the specific term or service required for each Client;
- 3.5. to use its best efforts to assure that enrolled Clients use the system correctly;
- 3.6. to be responsible for providing sufficient Agency staff and all needed equipment (including computers, faxes, pagers, etc.) for the purposes of inputting information, retrieving data, running reports, and setting up and receiving notifications regarding alerts or other critical information from VoicelD System, including but not limited to the hardware and software set forth on Exhibit B; and
- 3.7. to be responsible for properly setting up and retrieving notifications and alerts generated within the VoicelD System, and to promptly follow up on any alerts.

4. VOICEID CONDITIONS

4.1. Each party is obligated to protect the proprietary information and trade secrets, which are disclosed to the other party during the term of this Addendum, and agrees not to disclose such information to any person or entity, except as may be required by applicable law, or the prior written consent of the disclosing party. This provision shall survive the termination of this Addendum. Publicly available information shall not be considered proprietary.

4.2. BI agrees that it will keep confidential all information pertaining to Clients' use of the VoicelD System, except that BI may use general statistical data on use of the system in describing the system to others.

4.3. This Addendum is limited in its scope to its defined purpose. It in no way implies that either party has specific knowledge or bears responsibility for the business practices of the other party. All business practices and contract compliance outside the defined conditions of the Agreement and authorized addendums are the sole responsibility of each party.

4.4. BI SPECIFICALLY EXCLUDES ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL BI BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PROVIDING, PERFORMANCE OR USE OF THE SERVICES OR THE VOICEID SYSTEM PROVIDED UNDER THIS ADDENDUM. THIS LIMITATION SPECIFICALLY INCLUDES ANY CLAIMS RELATING TO ANY FAILURE OR DELAY IN PERFORMANCE HEREUNDER WHICH IS DUE, IN WHOLE OR IN PART, TO ANY CAUSE BEYOND BI'S CONTROL. BI EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SERVICE OR EQUIPMENT IS COMPLETE, ACCURATE, RELIABLE, ERROR FREE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS THAT THE PRODUCTS AND SERVICES WILL BE CONTINUOUSLY AVAILABLE, OR THAT DATA ENTERED ARE SECURE FROM UNAUTHORIZED ACCESS. IN NO EVENT DOES BI ASSUME ANY RESPONSIBILITY FOR ACTS THAT MAY BE COMMITTED BY PERSONS SUBJECT TO OR USING THE VOICEID SYSTEM. AGENCY ASSUMES FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH ALL NECESSARY SERVICING OR REPAIRS OF ANY EQUIPMENT AGENCY USES IN CONNECTION WITH ITS USE OF THE VOICEID SYSTEM.

4.5. Agency specifically acknowledges that down time and computer viruses are risks inherent in the use of the Internet and software products, and Agency agrees to assume responsibility for any harm and damages of any kind or character whatsoever resulting from these possible harms. Agency also specifically acknowledges that it will be handling

sensitive, private and confidential data about individuals in its use of the VoicelD System. Agency agrees to assume responsibility for any harm or damages of any kind or character whatsoever resulting from Agency's use of such data.

4.6. Agency recognizes and acknowledges that information on the VoicelD System is transmitted between the Client, the Agency and the VoicelD System over the Internet and other third-party telecommunications lines. BI makes no representations or warranties regarding carriage of this information over any communications medium which is not directly controlled by BI, including but not limited to the Internet and telecommunications services – both wireless and wire systems, including cell phones, pagers, and the like. Further, BI shall not be liable for any interruption of service or non-transfer of information due to interruptions, temporary downage or failure to any system which is not directly in BI's control. BI agrees to notify Agency, as soon as is practicable in the event the VoicelD System is not operational due to any such interruption.

5. COST OF SERVICES

For every Client on the VoicelD System, Agency shall pay to BI fees for each day in any given month that the Client uses the VoicelD System. This charge is as set forth on Exhibit A, which is attached hereto and incorporated herein.

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

6. CONFIDENTIALITY

Agency shall not, and shall take all reasonable actions to cause its employees, agents and subcontractors, if any, not to, during the term of this Addendum or at any time thereafter, divulge, communicate or utilize, other than in the performance of Agency's obligations under this Addendum, any Confidential Information which Agency's or such person has acquired or may acquire, whether technical or non-technical, relating to the business and affairs of BI, including with limitation the VoicelD System and related documentation.

6.1. BI will issue Agency a password for use in accessing the VoicelD System and the specific Client information for that Agency. The confidentiality of the VoicelD System and Client information is dependent upon Agency's careful control of the password. Agency agrees to maintain its password as private and confidential information, to only communicate the password to authorized personnel at the Agency, and to immediately notify BI in the event Agency's password has been revealed to or discovered by any third party. BI cannot be responsible for breaches in security resulting from third party access to Agency's password.

6.2. Agency agrees not to make any attempt to gain any unauthorized access to any other customer's or user's account or to the systems, networks or databases of VoicelD System other than Agency's specific Client information as specifically permitted herein. Violations of the VoicelD System security system are prohibited and could result in criminal and civil liability.

7. INDEMNIFICATION COVENANTS

BI will indemnify Agency from and against all liability resulting from the negligence or willful misconduct of BI, its employees and agents in the providing of the VoicelD System as set forth herein; provided, however, that such indemnification is limited by the disclaimers made in herein. Agency shall indemnify BI from and against all other liability relating to usage (or non-usage, as the case may be) of the System, including but not limited to any liability resulting from the acts committed by the Clients subject to or using the services provided under this Addendum.

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

7.2. This indemnification provision shall remain in effect even if this Addendum is terminated.

8. SEVERABILITY.

If any portion of this Addendum or the Agreement is found invalid, that portion may be severed from the Addendum and shall not affect the validity of the remainder of the Addendum, unless the severance results in a failure of consideration that would otherwise serve to invalidate this Addendum.

9. SURVIVAL OF CERTAIN PROVISIONS.

The warranties, indemnification, confidentiality obligations as well as the right to retain use and the limitations on liability set forth in this Addendum and the Agreement shall survive the termination of the Addendum by either party for any reason.

Capitalized terms used herein, and not otherwise defined shall have the meaning as set forth in the Agreement. All other terms and conditions of the Agreement, except as expressly stated herein, shall remain in full force and effect.

EXHIBIT A
to the
BI VOICEID ADDENDUM

VoiceID System

Charges:

\$1.96 per Client per day for up to four (4) calls per Client per day, and an additional \$0.49 for each call per Client over four (4) calls.

Additional Training Costs:

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

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

EXHIBIT B
to the
BI VOICEID ADDENDUM

Hardware and Software Provided by Agency shall include (without limitation):

- Computer on which to run VoiceID with all necessary peripheral equipment (keyboard, sound card, mouse, monitor, printer) and with the following requirements:
 - The computer needs to support Citrix ICA Win 32 Customer.
 - Standard PC architecture, 80386 processor or greater
 - Windows 98 or greater
 - 8 MB RAM or greater for Windows 98; 16 MB RAM or greater for Windows NT 3.51 or 4.0.
 - Microsoft mouse or compatible mouse
 - VGA or SVGA video adapter with color monitor
 - High density 3.5 inch diskette drive and available hard disk space
 - Sound Blaster 16 compatible sound card for sound support
- Word-processing software compatible with Microsoft Word 97 (or must download free Word Reader from the Internet).
- Internet connectivity and service with appropriate bandwidth to use VoiceID (ISP's with their own application will not work with VoiceID-i.e. AOL, CompuServe)
- Fax machines, alphanumeric pagers and/or email capabilities and services with which to receive VoiceID alerts

ADDENDUM NO. 4
BI TAD ADDENDUM
TO THE
MONITORING SERVICE AGREEMENT
(EXHIBIT B TO THE AGREEMENT FOR SERVICES #452-S1211)

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

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

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

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

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

4. **CHARGES:**

TAD ALCOHOL ONLY CHARGES:

TAD Monitoring Unit Rental Charge:	\$4.61	per Unit per day provided from BI inventory.
TAD Alcohol Only Monitoring Service Charge:	\$1.94	per Unit per active day.

Total TAD Alcohol Only Charge: \$6.55 per Unit per day.

TAD WITH RF CHARGES:

TAD Monitoring Unit Rental Charge:	\$4.61	per Unit per day provided from BI inventory.
TAD with RF Monitoring Service Charge:	\$3.24	per Unit per active day.

Total TAD with RF Charge: \$7.85 per Unit per day.

5. **ADDITIONAL SERVICES:**

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

Five (5) TAD Unit No-charge Spare(s): Each month during the term of this Agreement, Agency is entitled to keep up to, but not to exceed, five (5) inactive TAD Unit(s) at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Units in excess of the five (5) spare(s) allowance, Agency will incur a \$4.61 charge per unit per day.

No TAD 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 TAD Units. Replacement costs for TAD Units are the following: TAD Ankle Bracelet - \$1,750.00 each; TAD HomeBase - \$1,750.00 each; and TAD fiber optic Strap - \$60.00 each. Ankle Bracelet and HomeBase = TAD Complete Unit.

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

ADDENDUM NO. 5
HG206 HOMEGUARD DIGITAL CELL ADDENDUM
TO THE
(EXHIBIT B TO THE AGREEMENT FOR SERVICES #452-S1211)

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

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

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

2. The following conditions shall be added to the Agreement:
SERVICE CONDITIONS
 Agency recognizes and acknowledges that information is transmitted via third-party telecommunications service providers. BI makes no representations or warranties regarding carriage of information over any communications medium not directly controlled by BI, including, but not limited to, wireless and "land-line" telecommunications services. Further, BI shall not be liable for any interruption of service or non-transfer of information due to interruptions, temporary 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.

3. **CHARGES:**
 HG206 HomeGuard Digital Cell Unit Rental Charge: \$3.43 per day per Unit provided from BI inventory.
 HG206 HomeGuard Digital Cell Monitoring Service Charge: \$1.10 per Unit per active day.

 Total HG206 HomeGuard Digital Cell Unit Charge: \$4.53 per Unit per day.

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

Five (5) HG206 HomeGuard Digital Cell Unit No-charge Spare(s): Each month during the term of this Agreement, Agency is entitled to keep up to, but not to exceed, five (5) inactive HG206 HomeGuard Digital Cell Unit(s) at no charge (not subject to the Unit Rental Charge). For any inactive HG206 HomeGuard Digital Cell Units in excess of the five (5) spares allowance, Agency will incur a \$3.43 charge per unit per day. Following execution of this Amendment, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No HG206 HomeGuard Digital Cell 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 HG206 HomeGuard Digital Cell Units. Replacement costs for HG206 HomeGuard Digital Cell Units are the following: HG206 HomeGuard Digital Cell Receiver - \$1,620.00 each; and HG206 HomeGuard Digital Cell Transmitter - \$575.00 each.

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



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D-1	Page Number: 1 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

BACKGROUND:

This policy applies to County officers and employees as well as members of boards and commissions required to travel in or out of county for the conduct of County business. This policy also provides for expenses of public employees from other jurisdictions when specifically referenced in policy provisions set forth below.

For ease of reference, the Travel Policy is presented in the following sections:

1. General Policy
2. Approvals Required
3. Travel Participants and Number
4. Mode of Transport
5. Reimbursement Rates
 - a. Maximum Rate Policy
 - b. Private Auto
 - c. Meals
 - d. Lodging
 - e. Other
6. Advance Payments
7. Compliance – Responsibility of Claimant
8. Procedures



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D-1	Page Number: 2 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

POLICY:

1. General Policy

- a. County officers and employees should not suffer any undue loss when required to travel on official County business, nor should said individuals gain any undue benefit from such travel.
- b. County officers or employees compelled to travel in the performance of their duties and in the service of the County shall be reimbursed for their actual and necessary expenses for transportation, parking, tolls, and other reasonable incidental costs, and shall be reimbursed within maximum rate limits established by the Board of Supervisors for lodging, meals, and private auto use. "Actual and necessary expenses" do not include alcoholic beverages.
- c. Travel arrangements should be as economical as practical considering the travel purpose, traveler, time frame available to accomplish the travel mission, available transportation and facilities, and time away from other duties.
- d. Employees must obtain prior authorization for travel, i.e., obtain approvals before incurring costs and before commencing travel.
- e. Receipts are required for reimbursement of lodging costs, registration fees, public transportation and for other expenses as specified, or as may be required by the County Auditor-Controller.



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D-1	Page Number: 3 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

- f. Requests for travel authorization and reimbursement shall be processed using forms specified by the County Auditor and Chief Administrative Office.
- g. The Chief Administrative Officer may, at his or her sole discretion, authorize an exception to requirements set forth in this Travel policy, based on extenuating circumstances presented by the appropriate, responsible department head. Any exception granted by the Chief Administrative Office is to be applied on a case-by-case basis and does not set precedent for future policy unless it has been formally adopted by the Board of Supervisors.

2. Approvals Required

- a. Department head approval is required for all travel except by members of the County Board of Supervisors. Department heads may delegate approval authority when such specific delegation is approved by the Chief Administrative Officer. However, it is the expectation of the Chief Administrative Officer that department heads take responsibility for review and approval of travel.
- b. Chief Administrative Office approval is required when travel involves any of the following:
 - (1) Transportation by common carrier (except BART), e.g., air, train, bus.
 - (2) Car rental.
 - (3) Out-of-county overnight travel.
 - (4) Members of boards or commissions, or non-county personnel.



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D-1	Page Number: 4 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

(5) Any exceptions required for provisions within this policy, e.g., travel requests not processed prior to travel, requests exceeding expense guidelines or maximums.

c. It remains the discretion of the Chief Administrative Officer as to whether or not costs of travel which were not authorized in advance will be reimbursed, and whether or not exceptional costs will be reimbursed.

3. Travel Participants and Number

a. Department heads and assistants should not attend the same out-of-county conference; however, where mitigating circumstances exist, travel requests should be simultaneously submitted to the Chief Administrative Office with a justification memorandum.

b. The number of travel participants for each out-of-county event, in most instances, should be limited to one or two staff members, and those individuals should be responsible for sharing information with other interested parties upon return.

c. If out-of-county travel involves training or meetings of such technical nature that broader representation would be in the best interest of the County, the department head may submit a memo explaining the situation to the Chief Administrative Office, attached to travel requests, requesting authorization for a group of travelers.

d. Board of Supervisors members shall be governed by the same policies governing County employees except for the following:



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D-1	Page Number: 5 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

- (1) A member of the Board of Supervisors requires NO specific authorization.
- (2) The following expenses incurred by a member of the Board of Supervisors constitute a County charge:
 - (a) Actual expenses for meetings and personal travel, necessarily incurred in the conduct of County Business. This includes but is not limited to mileage incurred while traveling to and from the Board members' residence and the location of the chambers of the Board of Supervisors while going to or returning from meetings of the Board of Supervisors.
- e. Non-County personnel travel expenses are not normally provided for since only costs incurred by and for county officers and employees on county business are reimbursable. However, reimbursement is allowable for county officers (elected officials and appointed department heads) and employees who have incurred expenses for non-county staff in the following circumstances:
 - (1) Meals for persons participating on a Human Resources interview panel when deemed appropriate by the Director of Human Resources.
 - (2) Conferences between County officials and consultants, experts, and public officials other than officers of El Dorado County, which are for



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D-1	Page Number: 6 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

the purpose of discussing important issues related to County business and policies.

- (3) Transportation expenses for a group of County officers and employees and their consultants, and experts on a field trip to gain information necessary to the conduct of County business.
- (4) Lodging expenses for non-county personnel are NOT reimbursable except when special circumstances are noted and approved in advance by the Chief Administrative Office. Otherwise, such expenses must be part of a service contract in order to be paid.

4. Mode of Transport

- a. Transportation shall be by the least expensive and/or most reasonable means available.
- b. Private auto reimbursement may be authorized by the department head for county business travel within county and out of county. Reimbursement shall not be authorized for commuting to and from the employee's residence and the employee's main assigned work site, unless required by an executed Memorandum of Understanding between the County and a representing labor organization, or one-time, special circumstances approved by a department head.
- c. Out of county travel by county vehicle or private vehicle may be authorized if the final destination of the trip does not exceed a four (4) hour driving distance from the County offices. Any exception to this policy must receive



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D-1	Page Number: 7 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

prior approval from the Chief Administrative Officer. If air travel would be more economical, but the employee prefers to drive even though travel by car would not be in the County's best interest, the County will reimburse transportation equal to the air travel; transportation costs over and above that amount, as well as any extra days of lodging and meals, etc., will be considered a personal, not reimbursable cost of the traveler.

d. Common carrier travel must be in "Coach" class unless otherwise specifically authorized in advance by the Chief Administrative Officer. Generally, any costs over and above coach class shall be considered a personal, not reimbursable expense of the traveler.

(1) Rental cars may be used as part of a trip using public transportation if use of a rental car provides the most economical and practical means of travel. The use of a rental car must be noted on the Travel Authorization in advance and authorized by the Department Head and Chief Administrative Officer. Justification for the use of the rental car must accompany that request. Rental car costs will not be reimbursed without prior authorization except in the case of emergencies. Exceptions may be granted at the sole discretion of the Chief Administrative Officer or designated CAO staff.

5. Reimbursement Rates

a. Maximum rates for reimbursement may not be exceeded unless due to special circumstances documented by the department head and approved by the Chief Administrative Officer. The amount of any reimbursement



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D-1	Page Number: 8 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

above the maximum shall be at the sole discretion of the Chief Administrative Officer.

b. Private Auto

Travel by private auto in the performance of "official County business" shall be reimbursed at the Federal rate as determined by the Internal Revenue Service.

Mileage for travel shall be computed from the employee's designated work place. If travel begins from the employee's residence, mileage shall be calculated from the residence or work place, whichever is less. (For example, an employee who lives in Cameron Park and drives to a meeting in Sacramento, leaving from the residence will be paid for mileage from the residence to Sacramento and back to the residence.)

The mileage reimbursement rate represents full reimbursement, excluding snow chain installation and removal fee, for expenses incurred by a County officer or employee (e.g., fuel, normal wear and tear, insurance, etc.) during the use of a personal vehicle in the course of service to El Dorado County.

c. Meals

Actual meal expenses, within maximum allowable rates set forth below, may be reimbursed routinely out-of-county travel, and for in-county overnight travel. Meals will not be provided for in-county travel or meetings which do not involve overnight lodging, unless special circumstances are involved such as the following:



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D-1	Page Number: 9 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

- (1) When meals are approved as part of a program for special training sessions, conferences, and workshops;
- (2) when employees traveling from the western slope of the county to Lake Tahoe and vice-versa are required to spend the entire work day at that location;
- (3) when the Director of Human Resources deems it appropriate to provide meals to a Human Resources interview panel;
- (4) when Senior Managers and/or Executives of El Dorado County or the El Dorado County Water Agency meet with executives of other governmental agencies, community organizations, or private companies in a breakfast, lunch or dinner setting in order to conduct County business. While such meetings are discouraged unless absolutely necessary to the efficient conduct of County or Water Agency business, such expenses for County managers require approval by the Chief Administrative Officer.

Actual costs of meals may be reimbursed up to a total of \$40 per day without regard to how much is spent on individual meals (e.g., breakfast, lunch, dinner, snacks), and without receipts. If an employee is on travel status for less than a full day, costs may be reimbursed for individual meals within the rates shown below.

Breakfasts may be reimbursed only if an employee's travel consists of at least 2 hours in duration before an employee's regular work hours. Dinner



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D-1	Page Number: 10 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

may be reimbursed if travel consists of at least 2 hours in duration after an employee's regular work hours.

Maximum Allowable Meal Reimbursement

Breakfast	\$8.00
Lunch	\$12.00
Dinner	\$20.00
Total for full day	\$40.00/day

d. Lodging

- (1) Lodging within county may be authorized by a department head if assigned activities require an employee to spend one or more nights in an area of the county which is distant from their place of residence (e.g., western slope employee assigned to 2-day activity in South Lake Tahoe).
- (2) Lodging may be reimbursed up to \$125 per night, plus tax, single occupancy. The Chief Administrative Office may approve extraordinary costs above these limits on a case by case basis when the responsible department head and Chief Administrative Office determine that higher cost is unavoidable, or is in the best interest of the County.
- (3) Single rates shall prevail except when the room is occupied by more than one County employee. However, nothing in this policy shall be construed to require employees to share sleeping accommodations



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D-1	Page Number: 11 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

while traveling on County business. In all travel, employees are expected to secure overnight accommodations as economically as possible and practical.

- (4) Lodging arrangements should be made, whenever possible and practicable, at hotels/motels which offer a government discount, will waive charges to counties for Transient Occupancy Tax, or at which the County has established an account. When staying at such a facility, the name of the employee and the department must appear on the receipt of the hotel/motel bill.

e. Other Expenses

All other reasonable and necessary expenses (i.e., parking, shuttle, taxi, etc.) will be reimbursed at cost if a receipt is submitted with the claim. Receipts are required except for those charges where receipts are not customarily issued, for example, bridge tolls and snow chain installation and removal fees. When specific cost guidelines are not provided by the county, reasonableness of the expense shall be considered by the department head and Chief Administrative Officer before deciding whether to approve.

Reasonable costs for snow chain installation and removal may be claimed and reimbursed. The purchase cost of snow chains would not be an allowable charge against the county.

6. Advance Payments



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D-1	Page Number: 12 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

The Auditor may provide advance funds for estimated "out of pocket" expenses up to seventy-five percent (75%), but no less than \$50.00. The "out of pocket" expenses may include meals, taxi and public transportation, lodging, parking, and pre-registration costs.

7. Compliance - Claimant Responsibility

It is the responsibility of the claimant to understand and follow all policies and procedures herein in order to receive reimbursement for mileage, travel and expense claims. Any form completed improperly or procedure not followed may result in the return of a claim without reimbursement.

8. Procedures:

- a. Authorization to incur expenses must be obtained as set forth in this County policy, and as may be directed by the department.
- b. Requests for advance funds for anticipated travel expenses itemized on the Travel Authorization Request form are obtained by indicating this need on that form prior to processing the request.
- c. Forms which require Chief Administrative Office approval should be submitted to the Chief Administrative Office, after department head approval, at least 7 to 10 days prior to travel to allow time for processing through County Administration and Auditor's Department.
- d. Cancellation of travel, requires that any advanced funds be returned to the Auditor Controller's office within five (5) working days of the scheduled



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D-1	Page Number: 13 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

departure date. If the advance is not returned within this time frame, the employee could jeopardize their standing to receive advances in the future.

- e. Travel Claims are due to the Auditor within 30 days after completion of travel. Personal Mileage and Expense Claims are due to the Auditor within 15 days after the end of each calendar month. The due date may be extended if deemed appropriate by the County Auditor. Claims must itemize expenses as indicated on claim forms, and must be processed with receipts attached.
- f. Reimbursements will be provided expeditiously by the County Auditor upon receipt of properly completed claim forms. The Auditor's Office shall promptly review claims to determine completeness, and if found incomplete, will return the request to the claimant noting the areas of deficiency.
- g. Personal Mileage and Expense Claim forms should be completed for each calendar month, one month per claim form. These monthly claims are due to the Auditor within 15 days following the month end; however, the deadline may be extended if deemed appropriate by the County Auditor. If monthly amounts to be claimed are too small to warrant processing at the end of a month (i.e., if cost of processing would exceed the amount being claimed), the claims for an individual may be accumulated and processed in a batch when a reasonable claim amount has accrued. In any event, such claims shall be made and submitted to the County Auditor for accounting and payment within the same fiscal year as the expense was incurred.
- h. Expense Claim Form



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D-1	Page Number: 14 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

For the purpose of travel and meeting expenses, the claim form is to be used for payments to vendors. The employee must obtain Department Head approval and submit the claim to the Auditor's Office within sixty (60) days of the incurred expense.