



ROBERT B. TAYLOR
Chief Probation Officer

COUNTY OF LOS ANGELES PROBATION DEPARTMENT



February 3, 2009

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

Dear Supervisors:

**APPROVAL OF MODIFICATION NUMBER 1 TO CONTRACT NUMBER 76708 WITH
SENTINEL OFFENDER SERVICES TO PROVIDE AN ELECTRONIC MONITORING
VIA GLOBAL POSITIONING SATELLITE (GPS) SERVICES PROGRAM
(3 VOTES, ALL SUPERVISORIAL DISTRICTS)**

SUBJECT

This contract modification is to provide an electronic monitoring program via global positioning systems for the Los Angeles County Sheriff's Department (LASD). The contract modification will be for a six (6) month term with an option to extend for a period of up to six (6) months, fully financed by funds in the Provisional Financing Uses (PFU) budget for the Sheriff's Department.

JOINT RECOMMENDATION WITH THE SHERIFF THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the attached Modification Number 1 to contract number 76708 with Sentinel Offender Services to provide an Electronic Monitoring Via Global Positioning Satellite (GPS) Services Program for the Los Angeles County Sheriff's Department (LASD) on an "as needed" basis at an estimated amount of \$500,000 for a six (6) month period, effective February 15, 2009, or following Board of Supervisors approval, whichever is later, with an option to extend for a period of up to six (6) months, in any increment. Funding for this modification will be included in the Sheriff Department's FY 2008-2009 and FY 2009-2010 Final Adopted Budgets.

2. Authorize the Chief Probation Officer, or his designee, to execute the above extension provision and terminate Modification Number 1, in whole or in part, once LASD has completed their solicitation and entered into an agreement for its own electronic monitoring contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

On September 9, 2008 your Board approved the Probation and Sheriff Department to serve as co-correctional administrators of the Electronic Monitoring Program services.

The purpose of the recommended actions is to obtain approval of Modification Number 1 (Attachment I) to contract number 76708 with Sentinel Offender Services to provide an Electronic Monitoring via Global Positioning Satellite (GPS) Services Program for the County of Los Angeles Probation Department.

The proposed modification will allow Probation to amend the current electronic monitoring via GPS technology contract so that LASD may utilize the services while conducting their own competitive solicitation process.

Probation and LASD will provide oversight of the contractor and will ensure accountability for the services provided. The proposed contract modification will commence on February 15, 2009, or following Board of Supervisors approval, whichever is later, for a six (6) month period. The Chief Probation Officer will have delegated authority to execute the extension provision of the proposed contract modification. This Modification Number 1 may be terminated, in whole or in part, at the sole discretion of County once LASD has completed their solicitation process and entered into an agreement for its own electronic monitoring via GPS technology contract. Chief Probation Officer will have delegated authority to terminate as stated above.

Implementation of Strategic Plan Goals:

The recommended actions are consistent with the principles of the County Strategic Plan, Organizational Goal #3: Organizational Effectiveness: Ensure that service delivery systems are efficient, effective, and goal-oriented. Specifically, this project will enhance the LASD's ability to monitor those released in this program, thus decreasing the inmate population.

FISCAL IMPACT/FINANCING:

Funding for the original contract totaling an estimated \$100,000 is included in Probation's FY 2008/09 budget.

Funding for the six month contract modification totaling an estimated \$500,000 is currently in the PFU budget for the Sheriff's Department and will be included in their FY 2008-09 Adopted Budget through a mid-year budget adjustment.

The original contract amount of \$100,000 will be increased by an additional \$500,000 for a combined total of \$600,000.

The price per GPS unit will range from \$3.89 to \$9.60 and is dependent on the level of monitoring and number of inmates placed in the program.

The contract includes provisions for non-appropriation of funds and budget reductions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Pursuant to the contract, Sentinel Offender Services will provide consultation, monitoring, equipment, installation and removal, support services and custom reports for the GPS monitoring of probationers when requested.

The contractor agrees to give first consideration to hire permanent County employees targeted for layoff, or qualified former County employees who are on a re-employment list after the effective date of this contract and during the life of the contract.

In accordance with the Chief Executive Office memorandum dated October 6, 1997, this contract contains County requirements regarding the hiring of participants of the GAIN/GROW program, and jury service.

In accordance with the Auditor-Controller memorandum dated March 2, 2000, this contract contains County requirements regarding contractor non-responsibility and debarment.

There is no departmental employee relations impact since this is not a Proposition A contract. The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contract.

Probation will not request the contractor to perform services that exceed the Board approved contract amount, scope of work, and/or contract term.

County Counsel has approved the Modification Number 1 as to form.

CONTRACTING PROCESS:

On October 07, 2008, your Board approved a contract with Sentinel Offender Services. The contract was awarded on a competitive basis as a result of an RFP process. The

initial term of the contract is from November 1, 2008 through October 31, 2009, for a estimated contract amount of \$100,000 with four (4) successive one (1) year renewal options by mutual agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended action will continue the County's efforts to ensure that service delivery systems are efficient, effective, and goal-oriented. Specifically, this project will enhance LASD's ability to reduce the inmate population.

CONCLUSION

Upon approval and execution of this Modification Number 1, it is requested that the Executive Officer/Clerk of the Board send a copy of the adopted Board Letter and Modification Number 1 to the following:

1. Probation Department
Attention: Tasha Howard, Director
Contracts and Grants Management Division
9150 E. Imperial Hwy. Rm. A66
Downey, CA 90242
2. Sheriff's Department
Attention: Bill Dibble, Assistant Director
Contracts Division
4700 Ramona Boulevard
Monterey Park, CA 91754
3. Sentinel Offender Services
Attention: Robert Contestabile, President
220 Technology Dr. Ste. 200
Irvine, CA 92618

Respectfully submitted,


ROBERT B. TAYLOR
Chief Probation Officer


LEROY D. BACA
Sheriff

RBT:LDB:TH:CK:or
Attachment
c: County Counsel

COUNTY OF LOS ANGELES

MODIFICATION NUMBER 1 TO CONTRACT NUMBER 76708
TO PROVIDE AN ELECTRONIC MONITORING VIA GLOBAL POSITIONING
SATELLITE (GPS) SERVICES PROGRAM FOR THE COUNTY OF LOS ANGELES

This Modification Number 1 to Contract Number 76708 is made and entered into this 3RD day of FEBRUARY, 2009, by and between the County of Los Angeles, a body politic, hereinafter "COUNTY," and Sentinel Offender Services, Inc., having its headquarters at 220 Technology Drive, Suite 200, Irvine, CA 92618, hereinafter "CONTRACTOR.":

WITNESSETH

WHEREAS, on November 1, 2008, the COUNTY and CONTRACTOR entered into Contract Number 76708 for the CONTRACTOR to provide an electronic monitoring via Global Positioning Satellite Services program for the County of Los Angeles; and

WHEREAS, the COUNTY and CONTRACTOR mutually agree to modify said contract as hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing and mutual covenants herein contained, said contract is modified as follows:

1. Section 1.0 (Applicable Documents) is amended in its entirety to add *Exhibit A1, Supplemental Statement of Work for Los Angeles County Sheriff's Department*, to add *Exhibit B1, Supplemental Pricing Schedule for Los Angeles County Sheriff's Department*, to add *Exhibit J1, Supplemental Confidentiality of CORI Information – LASD*, *Exhibit L1 Performance Requirement Summary Chart* and to update the priority of the Exhibits as follows:

1.0 APPLICABLE DOCUMENTS

Exhibits A, A1, B, B1, C, D, E, F, G, H, I, J, J1, K, L, L1, M, N,O,P,Q,R,S and T are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits

- 1.1 EXHIBIT A – Statement of Work

76708
Supplement No. 1

- 1.2 EXHIBIT A1 – Supplemental Statement of Work for Los Angeles County Sheriff’s Department
- 1.3 EXHIBIT B - Pricing Schedule
- 1.4 EXHIBIT B1 – Supplemental Pricing Schedule for Los Angeles County Sheriff’s Department
- 1.5 EXHIBIT C – Intentionally Omitted
- 1.6 EXHIBIT D – Contractor’s EEO Certification
- 1.7 EXHIBIT E – County’s Administration
- 1.8 EXHIBIT F - Contractor’s Administration
- 1.9 EXHIBIT G – Employee Acknowledgement of Employer
EXHIBIT G1 - Contractor Acknowledgement and Confidentiality Agreement
EXHIBIT G2 - Contractor Employee Acknowledgement and Confidentiality Agreement
EXHIBIT G3 - Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- 1.10 EXHIBIT H – Jury Service Ordinance
- 1.11 EXHIBIT I – Safely Surrendered Baby Law
- 1.12 EXHIBIT J – Confidentiality of CORI Information
- 1.13 EXHIBIT J1- Supplemental Confidentiality of CORI Information - LASD
- 1.14 EXHIBIT K – Notice to Employer Regarding the Federal Earned Income Credit
- 1.15 EXHIBIT L – Performance Requirements Summary
- 1.16 EXHIBIT L 1– Performance Requirements Summary
- 1.17 EXHIBIT M – Contract Discrepancy Report
- 1.18 EXHIBIT N – Contractor’s Obligations as a “Business Associate” under the health insurance portability & accountability act of 1996 (HIPAA).
- 1.19 EXHIBIT O - Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance.
- 1.20 EXHIBIT P - Certification of No Conflict of Interest
- 1.21 EXHIBIT Q - Familiarity with the County Lobbyist Ordinance Certification
- 1.22 EXHIBIT R - Attestation of Willingness to Consider Gain/Grow Participants
- 1.23 EXHIBIT S - Contractor Employee Jury Service Program Certification Form and Application for Exception
- 1.24 EXHIBIT T - Charitable Contributions Certification

2. Section 2.0 (Definitions) is amended to add the following definitions:

2.9 LASD – The Los Angeles County Sheriff’s Department

2.10 LASD Program Manager – Person designated to manage the operations for LASD under this Contract.

2.11 Department Head – Chief Probation Officer or Sheriff as appropriate.

3. Section 3.0 (WORK), Subsection 3.1.1 is added in its entirety to read as follows; the remaining subsection remains the same:

3.1.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Supplemental Statement of Work for Los Angeles County Sheriff's Department, Exhibit A1*.

4. Section 4.0 (Term of Contract), Subsection 4.1.1 is added in its entirety to read as follows; the remaining subsections remain the same:

4.1.1 The term of this Modification Number 1 shall commence on February 15, 2009 or following Board of Supervisors' approval, whichever is later, for a six (6) month period. It may be extended by the Chief Probation Officer for a period of up to six (6) months, in any increment. This Modification Number 1 may be terminated, in whole or in part, from time to time when such action is deemed by the County, in its sole discretion, to be in its best interest.

5. Section 5.0 (Contract Sum), Subsection 5.1.1 is added in its entirety to read as follows; the remaining subsections remain the same:

5.1.1 The contract payments under the terms of this Modification Number 1 will be the total monetary amount payable by COUNTY to the CONTRACTOR for Electronic Monitoring Via Global Positioning Satellite Services specified under this contract consistent with the costs listed in exhibit B1. The estimated maximum amount of this Modification Number 1 for the first six (6) months, inclusive of all applicable taxes is \$500,000. If total costs, exceed \$500,000 payment shall continue to be made at the agreed upon costs listed in Exhibit B1.

6. Section 5.6 (Invoices and Payments), Subsection 5.6.1.1, 5.6.2.1, 5.6.3.1, and 5.6.5.1 is added in its entirety to read as follows; the remaining subsections remain the same:

5.6.1.1 The Contractor shall invoice LASD only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A1 - Supplemental Statement of Work for Los Angeles County Sheriff's*

Department and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by LASD under the terms of the Contract. The Contractor's payments shall be as provided in *Exhibit B1 – Supplemental Pricing Schedule for Los Angeles County Sheriff's Department*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by LASD. If LASD does not approve work in writing no payment shall be due to the Contractor for that work.

5.6.2.1 The Contractor's invoices to LASD shall be priced in accordance with *Exhibit B1- Pricing Schedule for Los Angeles County Sheriff's Department*.

5.6.3.1 The Contractor's invoices to LASD shall contain the information set forth in *Exhibit A1 – Supplemental Statement of Work for Los Angeles County Sheriff's Department* and elsewhere hereunder, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.6.5.1 All LASD invoices under this Contract shall be submitted in two (2) copies to the following address:

Los Angeles County Sheriff's Department
Correctional Services Division
Inmate Reception Center
Captain Gerald K. Cooper
450 Bauchet Street
Los Angeles, CA 90012

6. Section 6.0 (Administration of Contract – County) is amended to add Subsection 6.4 (LASD Program Manager) as follows:

6.4 LASD Program Manager

The LASD Program Manager is:

Captain Gerald K. Cooper

Address: Los Angeles County Sheriff's Department
Correctional Services Division
Inmate Reception Center
450 Bauchet Street
Los Angeles, CA 90012

Phone: (213) 893-5165

Responsibilities of LASD's Program Manager include:

- Overseeing the day-to-day administration of work performed for LASD pursuant to *Exhibit A1, Supplemental Statement of Work for Los Angeles County Sheriff's Department*;
- Inspecting any and all tasks, deliverables, goods, services or other work provided by or on behalf of Contractor to LASD pursuant to *Exhibit A1, Supplemental Statement of Work for Los Angeles County Sheriff's Department*;
- Ensuring that the objectives of this Modification Number 1 as related to LASD are met; and
- Meeting with CONTRACTOR Project Manager on a regular basis on items related to LASD.

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

7. Section 7.2 (Approval of Contractor's Staff) subsection 7.2.1.3 is added in its entirety to read as follows; the remaining subsections remain the same:

7.2.1.3 The CONTRACTOR shall ensure that by the first day of services provided to LASD, all persons working on this contract and performing services pursuant to *Exhibit A1, Supplemental Statement of Work for Los Angeles County Sheriff's Department* shall have signed an acknowledgement form regarding confidentiality that meets the standards of LASD for COUNTY employees having access to confidential criminal offender record information (CORI). CONTRACTOR shall retain the original Supplemental Confidentiality of CORI Information - LASD form and forward a copy to LASD Program Manager within five (5) business days of start of these services. (Refer to Exhibit J1, Supplemental Confidentiality of CORI Information -LASD).

/

/

/

/

**MODIFICATION NUMBER 1 TO CONTRACT NUMBER 76708
TO PROVIDE AN ELECTRONIC MONITORING VIA GLOBAL POSITIONING
SATELLITE (GPS) SERVICES PROGRAM FOR THE COUNTY OF LOS ANGELES**

IN WITNESS WHEREOF, Contractor has executed this Modification, or caused it to be duly executed, and the County, by order of its Board of Supervisors, has caused this Modification to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day, month, and year first written above.

THE COUNTY OF LOS ANGELES

By: *Don Kuehl*
Chairman, Board of Supervisors

ATTEST:
SACHI A. HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

By: *[Signature]*
Deputy



I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: *[Signature]*
Deputy

By: SENTINEL OFFENDER
SERVICES, INC.

Signed: *Alan Velasquez*
Printed: Alan Velasquez
Title: Vice President

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

By: *[Signature]*
Gordon W. Trask
Principal Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

48 FEB 03 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

76708
Supplement No. 1

EXHIBIT A1

SUPPLEMENTAL STATEMENT OF WORK

FOR

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	SCOPE OF WORK	3
2.0	SPECIFIC TASKS	3
	2.2 Consultation	3
	2.3 Orientation/Enrollment	4
	2.4 Monitoring	4
	2.5 Specified Equipment	5
	2.6 Installation	6
	2.7 Support Services	7
	2.8 Target Population	7
	2.9 Target Area	8
	2.10 Public Review	8
3.0	QUALITY CONTROL	8
4.0	QUALITY ASSURANCE PLAN	9
	4.1 Performance Evaluation Meetings	9
5.0	DEFINITIONS	10
6.0	RESPONSIBILITIES	12
	<u>COUNTY</u>	
6.1	Personnel	12
6.2	Furnished Items	12
	<u>CONTRACTOR</u>	
6.3	Project Director	12
6.4	Personnel	13
6.5	Uniforms/Identification Badges	13
6.6	Materials and Equipment	13
6.7	Training	13
6.8	Contractor's Office	14
7.0	HOURS/DAYS OF WORK	14
8.0	WORK SCHEDULES	14
9.0	UNSCHEDULED WORK	14
10.0	PERFORMANCE REQUIREMENTS SUMMARY	15

**EXHIBIT A1
SUPPLEMENTAL STATEMENT OF WORK FOR LOS ANGELES COUNTY SHERIFF'S
DEPARTMENT**

1.0 SCOPE OF WORK

The purpose of the Global Positioning Satellite (GPS) Services Program is to enhance public safety and ensure program participant's accountability through the use of GPS monitoring technology. The Contractor is responsible for providing the highest level of consistent, reliable and accurate service to the County of Los Angeles Sheriff's Department (LASD). The CONTRACTOR must have the ability to operate a dependable, continuous and accurate GPS monitoring system throughout the County of Los Angeles and any area within the state of California where a program participant resides. The CONTRACTOR shall agree to maintain the confidentiality of all existing records, legal documents and related information.

2.0 SPECIFIC TASKS

2.1 CONTRACTOR shall provide services necessary to operate a GPS Monitoring program of adults for the County of Los Angeles. The program will consist of consultation, orientation, enrollment, monitoring, specified equipment, installation and support services, including but not limited to case management, for inmate participants.

2.2 Consultation

Contractor shall:

- 2.2.1 Ensure that the CONTRACTOR Project Director and/or appropriate staff be available, at no cost to LASD, to testify regarding a program participant or in regard to program methodology, upon request or in response to a court subpoena or in any judicial proceeding.
- 2.2.2 Be available at no cost to LASD to meet with Courts and other criminal justice agency representatives as a consultant to LASD.
- 2.2.3 Conduct on-site inspections and audits to review and monitor all program components, including but not limited to inmate participant card files, monitoring records, and other records to ensure CONTRACTOR compliance to contract provisions.
- 2.2.4 Provide access, at any time, for COUNTY Contract Manager, LASD Program Manager and/or individuals/groups designated by COUNTY Contract Manager or LASD Program Manager to inspect records, offices or facilities being maintained in conjunction with this program.
- 2.2.5 Share with LASD information relating to research findings and new developments in the GPS monitoring industry.

- 2.2.6 Advise LASD of any and all innovations and new equipment in the GPS monitoring industry and provide LASD with the latest technology.

2.3 Orientation/Enrollment

- 2.3.1 CONTRACTOR shall assign and install passive, intermediate or active monitoring equipment to all inmate participants within the established time frames established by the COUNTY.
- 2.3.2 CONTRACTOR'S case manager(s) shall meet, in person, with program participants referred by LASD.
- 2.3.3 CONTRACTOR shall enroll inmate participants at the LASD's Inmate Reception Center (IRC) or other location designated by LASD and within time frames specified by the COUNTY in the GPS Handbook (Technical Exhibit 1).
- 2.3.4 CONTRACTOR shall provide inmate participants with written program rules, regulations, complaint/grievance procedures, and equipment instructions at the time of enrollment regarding monitoring equipment and maintenance in the inmate participant's primary language.
- 2.3.5 CONTRACTOR shall maintain complete and accurate records regarding inmate participant orientation and enrollment into the program.

2.4 Monitoring

Contractor shall:

- 2.4.1 Perform to the standards in Exhibit L1, Performance Requirement Summary Chart.
- 2.4.2 Be responsible for the daily, twenty-four (24) hour, continuous, GPS monitoring of inmate program participants.
- 2.4.3 Provide means of verifying all past and real-time movements of the inmate participant.
- 2.4.4 Provide adequate numbers of staff monitoring personnel necessary to monitor and document the activities of the inmate program participants on a daily, 24-hour, continuous basis to determine if they are in compliance with all program requirements.
- 2.4.5 Monitor inmate participant's adherence to the program rules and regulations and report compliance and noncompliance as stated in this Statement of Work for LASD (Exhibit A1) and in the GPS Handbook (Technical Exhibit 1), of which precedence shall be given first to the Statement of Work for LASD (Exhibit A1).

- 2.4.6 Create and maintain a case file for each inmate participant referred for participation in the GPS monitoring program. Record and keep signed copies of all documentation including instructions regarding monitoring, maintenance of equipment, and program rules and procedures. The CONTRACTOR shall ensure that case files be made available to LASD upon request.
- 2.4.7 Notify the designated LASD personnel identified in the referral (LASD Non-Compliance Team) of any probable violation of program guidelines. All inmate participants will be profiled as those who warrant immediate (within 30 minutes) notification if a key alert (for example: curfew leave/enter, zone alerts, tampering) is verified. For verified equipment alerts not considered key alerts (for example: low battery, power/phone disconnect/reconnect) CONTRACTOR shall notify designated LASD personnel within 24 hours of occurrence.
- 2.4.8 Provide documented telephonic notification of tamper alarms. Documented telephonic notification is defined as a person to person telephonic notification to LASD's Non-Compliance Team within the times specified in Subsection 2.4.7 above. Replacement, if necessary, must occur within twenty-four (24) hours of initial tamper alarm. All replacements, repairs and resets must be documented.
- 2.4.9 Provide immediate, documented telephonic notification in instances where the inmate participant is not complying with program guidelines or terms.
- 2.4.10 Notify appropriate persons by standardized reports of an inmate participant's compliance, or lack thereof, to these requirements within established time frames.
- 2.4.11 Maintain complete and accurate records regarding inmate participant compliance or lack of compliance to program guidelines, court orders, and/or terms and conditions of probation.

2.5 Specified Equipment

- 2.5.1 The CONTRACTOR shall provide complete and highly reliable, continuous GPS monitoring equipment, hardware, software and service for selected inmate participants supervised by LASD.
- 2.5.2 LASD requires CONTRACTOR to include the following:
 - 2.5.2.1 Provide and maintain highly-dependable, continuous GPS monitoring equipment recommended and justified to LASD by the CONTRACTOR and approved by LASD to ensure that inmate program participants are monitored on a seven (7) day per week, 24-hours per day, continuous basis.

- 2.5.2.2 Tracking equipment attached to the inmate participant will be as inconspicuous as possible.
- 2.5.2.3 Tracking equipment must have a low-battery alarm feature.
- 2.5.2.4 The battery life of the tracking equipment and receiver must either be sufficient to last throughout the entire term of the inmate participant's participation or the battery must be replaced within twenty-four (24) hours of a "low battery" alarm received, prior to battery failure.
- 2.5.2.5 Tracking equipment strap must be equipped with tamper alarm and have adjustable sizing.
- 2.5.2.6 Tracking equipment must be water resistant and hypoallergenic.
- 2.5.2.7 Tracking equipment attached to the inmate program participant will have a non-erasable unit serial number.
- 2.5.2.8 Tracking equipment attached to the inmate program participant will have an identification label identifying the CONTRACTOR and giving a central telephone number.
- 2.5.2.9 Monitoring system software must be password protected.
- 2.5.2.10 Monitoring system must have flexible boundary/curfew scheduling capability.
- 2.5.2.11 Monitoring system must provide for twenty-four (24) hour pager alert for branch managers.
- 2.5.2.12 Monitoring system must provide expansion capability and internet access.
- 2.5.2.13 Monitoring system must provide custom event printouts.

2.6 Installation

Contractor shall:

- 2.6.1 Provide a computerized, GPS monitoring equipment inventory and maintain service history of each piece of equipment used within this program, including all repairs and/or replaced equipment.
- 2.6.2 Provide installation and removal of all GPS monitoring equipment within established time frames as described in GPS Handbook (Technical Exhibit 1).

- 2.6.3 Provide repair and/or replacement of equipment within twenty-four (24) hours of discovery of a malfunction. Approved procedures must be followed to monitor inmate participant during period of time equipment is not functioning properly.
- 2.6.4 Maintain complete and accurate records regarding assignment, installation, replacement and removal of an inmate participant's GPS equipment.

2.7 Support Services

Contractor shall:

- 2.7.1 Furnish LASD with guidelines and standards for the required services (GPS Handbook Technical Exhibit 1). Additional procedures may be added, in the form of memoranda from LASD to CONTRACTOR or revisions to the GPS Handbook, throughout the term of the contract. The procedures, as well as subsequent procedures memoranda, shall be considered part of the contract.
- 2.7.2 Comply with LASD guidelines to assist in completing the required functions of the program as approved by LASD.
- 2.7.3 Follow approved procedures to document the receipt and resolution of inmate participant disputes. Any disputes not resolved through this process within ten (10) business days of the receipt of the dispute by the CONTRACTOR will be referred to the COUNTY Contract Manager for mediation.
- 2.7.4 Investigate and respond to LASD in writing within ten (10) business days from receipt of complaint whenever LASD refers a complaint. The response shall include a statement of the facts, whether allegation is true or false, corrective action taken or planned if applicable and controls to prevent reoccurrence of the problem.
- 2.7.5 Establish and maintain inmate participant case files in compliance with LASD guidelines. All case files shall remain the property of and under the jurisdiction of LASD.
- 2.7.6 Upon termination or expiration of this Contract, CONTRACTOR shall, at no cost to LASD index all inmate participant files and transport said files to a location specified by LASD.
- 2.7.7 Provide statistical data as required by LASD

2.8 Target Population

This program's target population is adult inmates. This population will be continuously monitored using GPS technologies, both passive and active, at

LASD's sole discretion. Participants will include low to high-risk offenders, who will be placed on continuous GPS monitoring.

CONTRACTOR shall not solicit or accept participants to this program without referral from LASD. Any participant referred to CONTRACTOR directly shall be immediately referred by the CONTRACTOR to LASD for assessment.

2.9 Target Area

The County of Los Angeles and any area within the State of California where a program participant resides while under the supervision of LASD.

2.10 Publication Review

LASD reserves the right to review and approve all publications and advertisements regarding this program prior to release.

3.0 QUALITY CONTROL

The CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. CONTRACTOR will provide a written plan describing how its systems will be tested and how performance standards will be met. The plan shall include a functional performance test and an evaluation of the monitoring equipment, with documented results each time the equipment is issued to a program participant. The plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but not be limited to:

3.1 Method of monitoring to ensure that Contract requirements are being met;

- 3.1.1 An inspection system covering all the services listed in the Performance Requirements Summary (Exhibit L1). It must specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished and the title of the individuals (s) who will perform the inspections.
- 3.1.2 A computerized method of tracking equipment inventory.
- 3.1.3 A computerized method of tracking maintenance, battery life, and service records specific to each piece of equipment that is minimally in accordance with the manufacturers suggested maintenance specifications and/or schedules.
- 3.1.4 CONTRACTOR shall insure that all maintenance is performed by qualified/authorized personnel.
- 3.1.5 Methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

- 3.1.6 A file of all inspections conducted by the CONTRACTOR and, if necessary, the corrective action taken. This documentation shall be made available as requested by LASD during the term of the contract as set forth in Section 8.39 of the Contract, "Record Retention and Inspection."
 - 3.1.7 Methods for ensuring uninterrupted service to LASD in the event of a strike of the LASD's or the CONTRACTOR'S employees or any other unusual occurrence (i.e. power loss or natural disaster) which would result in the CONTRACTOR being unable to perform the contracted work.
 - 3.1.8 The methods for assuring that confidentiality of records are maintained while in the care of CONTRACTOR'S employees.
 - 3.1.9 The methods for maintaining security of records and the methods for preventing the loss or destruction of data.
- 3.2 A record of all inspections conducted by the CONTRACTOR, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to LASD upon request.

4.0 QUALITY ASSURANCE PLAN

The COUNTY or its agents will evaluate the CONTRACTOR'S performance under this contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR'S compliance with all contract terms and performance standards. CONTRACTOR'S deficiencies which COUNTY determines are severe or continuing and that may place performance of the contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this contract or impose other penalties as specified in this contract.

The COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in Exhibit L1, "Performance Requirements Summary," or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this contract.

4.1 Performance Evaluation Meetings

- 4.1.1 The COUNTY'S Contract Manager may meet weekly with the CONTRACTOR'S Project Director during the first three (3) months of the contract if COUNTY Contract Manager finds it necessary. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to resolve all problems identified. Whenever meetings are held, the written minutes taken by LASD Personnel shall be signed by the Contractors Project Director and concur with the minutes, the CONTRACTOR shall state in writing to the COUNTY'S Contract

Manager within five (5) business days of receipt of the signed minutes any areas wherein the CONTRACTOR does not concur.

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

4.2 The COUNTY shall have the right to require any CONTRACTOR personnel assigned to the contract who, in the sole discretion of the COUNTY Contract Manager, is unsatisfactory, will be removed immediately and replaced by the CONTRACTOR within twenty-four (24) hours.

4.3 Monthly Self-Monitoring Reports

CONTRACTOR shall produce at the end of each month informational reports that indicate the level and type of services rendered for LASD. The CONTRACTOR will forward this report to the COUNTY'S Contract Manager and LASD Program Manager by the 10th working day of the following month for which the services were rendered. Report format and content is subject to final COUNTY review and approval.

4.4 Contract Discrepancy Report (Exhibit M)

Verbal notification of a Contract discrepancy will be made to the Contractor Project Director as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the COUNTY and the CONTRACTOR.

The COUNTY Contract Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the CONTRACTOR is required to respond in writing to the COUNTY Contract Manager within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the COUNTY Contract Manager within ten (10) workdays.

5.0 DEFINITIONS

As used herein:

5.1 **Assessment** – Shall refer to an evaluation of an inmate by LASD to determine suitability for participation in GPS program.

5.2 **Branch Manager** – An employee of the CONTRACTOR whose responsibility is to manage the activities of the branch office.

5.3 **Case Manager** – An employee of the CONTRACTOR whose responsibility is to provide the highest level of service to LASD to ensure community safety. A Case

Manager's duties include but are not limited to, providing the inmate participant with program rules and regulations; ongoing monitoring and documenting the inmate participants' compliance or lack thereof; program compliance; reporting incidents of non-compliance and other reports.

- 5.4 **Contract Discrepancy Report (CDR)** – A report prepared by the Contract Manager to inform the CONTRACTOR of faulty service. The CDR requires a response from the CONTRACTOR within ten (10) work days, or as otherwise specified by the Contract Manager explaining the problem, outlining the remedial action being taken to resolve the problem and how recurrence of the problem will be prevented.
- 5.5 **County Contract Manager** – The Chief Probation Officer or his designee with authority for COUNTY on contractual or administrative matters relating to the contract.
- 5.6 **COUNTY** – County of Los Angeles.
- 5.7 **Curfew** – The hours during which a participant is required to be at home.
- 5.8 **Days** – Calendar days, not business or working days.
- 5.9 **Enrollment** – The process of instructing an inmate participant in the program guidelines and attaching the monitoring device to the inmate participant. Enrollment is not complete until a successful “transmit” message is received from the equipment by the CONTRACTOR'S monitoring center.
- 5.10 **Installation** – Part of the enrollment process where the transmitter is fitted to the inmate participant.
- 5.11 **Hours** – Sequential sixty (60) minute time frames.
- 5.12 **Mandatory Terms** – The terms “must” and “will” in this document are synonymous with “shall” and “mandatory.”
- 5.13 **Orientation** – That part of the enrollment process where the inmate participant is instructed in the program guidelines and arrangements are made for the installation of the monitoring equipment.
- 5.14 **County Program Manager** – The COUNTY'S officer or employee responsible for administering the contract after contract award.
- 5.15 **Rules and Regulations** – The terms and conditions of program participation as determined by Probation, LASD, and applicable laws.
- 5.16 **SUBCONTRACTOR** – Any person, entity or organization to which the CONTRACTOR has delegated any of its obligations hereunder in accordance with contract, Paragraph 8.40.

5.17 **System** – All hardware, software, services and documentation (including all enhancements thereto), developed for the Probation Department's GPS Program.

5.18 **LASD Program Manager** – Person designated to manage the operations for LASD under this contract.

6.0 RESPONSIBILITIES

The County's and the CONTRACTOR's responsibilities are as follows:

COUNTY

6.1 Personnel

The County Program Manager will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

- 6.1.1 Monitoring the CONTRACTOR's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the CONTRACTOR in areas relating to policy, information and procedural requirements.

6.2 Furnished Items

- 6.2.1 The COUNTY shall provide CONTRACTOR with no real property and/or equipment necessary to perform the services required by the Statement of Work.
- 6.2.2 The CONTRACTOR shall furnish all personnel and equipment necessary to perform all services required by the Statement of Work.

CONTRACTOR

6.3 Project Director

- 6.3.1 CONTRACTOR shall provide a full-time Project Director or designated alternate. County must have access to the Project Director during all hours, 365 days per year. CONTRACTOR shall provide a telephone number where the Project Director may be reached on a twenty-four (24) hour per day basis.
- 6.3.2 Project Director shall act as a central point of contact with the County.
- 6.3.3 Project Director shall have 3 years of experience within the last 5 years.
- 6.3.4 Project Director shall hold a Bachelors degree in, criminal justice, administration of justice, business administration or a related field.

6.3.5 Project Director/alternate shall have full authority to act for CONTRACTOR on all matters relating to the daily operation of the Contract. Project Director/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.4 Personnel

6.4.1 CONTRACTOR shall assign a sufficient number of employees to perform the required work. **At least one employee on site shall be authorized to act for CONTRACTOR in every detail and must speak and understand English.**

6.4.2 CONTRACTOR shall be required to background check their employees as set forth in sub-paragraph 7.3– Background & Security Investigations, of the Contract.

6.5 Uniforms/Identification Badges

6.5.1 CONTRACTOR employees assigned to County facilities shall wear an appropriate uniform at all times. Uniform to consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the Director or his designee, will be provided by and at CONTRACTOR's expense.

6.5.2 CONTRACTOR shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.6 – CONTRACTOR's Staff Identification, of the Contract.

6.6 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the CONTRACTOR. CONTRACTOR shall use materials and equipment that are safe for the environment and safe for use by the employee.

6.7 Training

6.7.1 CONTRACTOR shall provide training programs for all new employees and continuing in-service training for all employees.

6.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.8 CONTRACTOR's Office

CONTRACTOR shall maintain an office with a telephone in the company's name where CONTRACTOR conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquires and complaints which may be received about the CONTRACTOR's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The CONTRACTOR shall answer calls received by the answering service within two (2) hours of receipt of the call.**

7.0 HOURS/DAY OF WORK

The CONTRACTOR will be required to provide services 24 hours a day, 7 days a week, 365 days a year.

CONTRACTOR agrees that any work performed outside the scope of "Statement of Work" section of this document, without the prior written approval of the COUNTY in accordance with the contract, Section 8.5, "Changes Notices and Amendments", shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim therefore against the COUNTY.

8.0 WORK SCHEDULES

8.1 CONTRACTOR shall submit for review and approval a work schedule for each facility to the County Project Manager within ten (10) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.

8.2 CONTRACTOR shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Program Manager for review and approval within five (5) working days prior to scheduled time for work.

9.0 UNSCHEDULED WORK

9.1 The LASD Program Manager or his designee may authorize the CONTRACTOR to when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.

9.2 Prior to performing any unscheduled work, the CONTRACTOR shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the CONTRACTOR's estimate, the LASD Program Manager or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.

- 9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, CONTRACTOR shall contact LASD's Program Manager for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. CONTRACTOR shall submit an invoice to LASD's Project Manager within five (5) working days after completion of the work.
- 9.4 All unscheduled work shall commence on the established specified date. CONTRACTOR shall proceed diligently to complete said work within the time allotted.
- 9.5 The County reserves the right to perform unscheduled work itself or assign the work to another CONTRACTOR.

10.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) chart, Exhibit L1, listing required services that will be monitored by the County during the term of this Contract is an important monitoring tool for the County. The chart should:

- ***reference section of the contract***
- ***list required services***
- ***indicate method of monitoring***
- ***indicate the deductions/fees to be assessed for each service that is not satisfactory***

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

SUPPLEMENTAL PRICING SHEET FOR LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

ACTIVE GPS

TO BE USED FOR COUNTY OF LOS ANGELES – SHERIFF'S DEPARTMENT ELECTRONIC MONITORING AND EQUIPMENT SERVICES

The undersigned offers to provide all labor and supplies necessary to provide Electronic Monitoring and Equipment Services.

Said work shall be done for the period prescribed and in the manner set forth in said specifications, and compensation therefore shall be on a sliding scale, fixed-fee basis as provided upon the hereinafter proposed sliding scale, fixed rates. I agree that if the County Board of Supervisors accepts my proposal, I will commence services immediately following contract execution.

I agree to provide the specified services for the County of Los Angeles – Sheriff's Department in accordance with the attached specifications for the following submitted compensation, which shall apply to weekday, weekend, holiday, overtime, and extra personnel coverage.

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

**1. Monitoring and support services only
(Does not include Orientation, Installation and Removal)**

1 -50	<u>7.15</u>	351 - 400	<u>6.90</u>	701 - 750	<u>6.51</u>
51 - 100	<u>7.13</u>	401 - 450	<u>6.85</u>	751 -800	<u>6.46</u>
101 - 150	<u>7.10</u>	451 - 500	<u>6.80</u>	801 - 850	<u>6.40</u>
151 - 200	<u>7.07</u>	501 - 550	<u>6.75</u>	851 - 900	<u>6.34</u>
201 - 250	<u>7.03</u>	551 - 600	<u>6.69</u>	901 - 950	<u>6.27</u>
251 - 300	<u>6.99</u>	601 - 650	<u>6.63</u>	951 - 1000	<u>6.21</u>
301 - 350	<u>6.95</u>	651 - 700	<u>6.57</u>	1001 - over	<u>6.16</u>

ACTIVE GPS**2. Monitoring and support services
(Including Orientation, Installation and Removal)**

1 -50	<u>9.60</u>	351 - 400	<u>9.35</u>	701 - 750	<u>8.96</u>
51 - 100	<u>9.58</u>	401 - 450	<u>9.30</u>	751 -800	<u>8.91</u>
101 - 150	<u>9.55</u>	451 - 500	<u>9.25</u>	801 - 850	<u>8.85</u>
151 - 200	<u>9.52</u>	501 - 550	<u>9.20</u>	851 - 900	<u>8.79</u>
201 - 250	<u>9.48</u>	551 - 600	<u>9.14</u>	901 - 950	<u>8.72</u>
251 - 300	<u>9.44</u>	601 - 650	<u>9.08</u>	951 - 1000	<u>8.66</u>
301 - 350	<u>9.40</u>	651 - 700	<u>9.02</u>	1001 - over	<u>8.60</u>

SUPPLEMENTAL PRICING SHEET FOR LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

INTERMEDIATE GPS

TO BE USED FOR COUNTY OF LOS ANGELES – SHERIFF'S DEPARTMENT ELECTRONIC MONITORING AND EQUIPMENT SERVICES

The undersigned offers to provide all labor and supplies necessary to provide Electronic Monitoring and Equipment Services.

Said work shall be done for the period prescribed and in the manner set forth in said specifications, and compensation therefore shall be on a sliding scale, fixed-fee basis as provided upon the hereinafter proposed sliding scale, fixed rates. I agree that if the County Board of Supervisors accepts my proposal, I will commence services immediately following contract execution.

I agree to provide the specified services for the County of Los Angeles – Sheriff's Department in accordance with the attached specifications for the following submitted compensation, which shall apply to weekday, weekend, holiday, overtime, and extra personnel coverage.

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

**1. Monitoring and support services only
(Does not include Orientation, Installation and Removal)**

1 -50	<u>6.85</u>	351 - 400	<u>6.52</u>	701 - 750	<u>6.22</u>
51 - 100	<u>6.78</u>	401 - 450	<u>6.49</u>	751 -800	<u>6.17</u>
101 - 150	<u>6.72</u>	451 - 500	<u>6.46</u>	801 - 850	<u>6.13</u>
151 - 200	<u>6.65</u>	501 - 550	<u>6.43</u>	851 - 900	<u>6.09</u>
201 - 250	<u>6.61</u>	551 - 600	<u>6.39</u>	901 - 950	<u>5.98</u>
251 - 300	<u>6.58</u>	601 - 650	<u>6.35</u>	951 - 1000	<u>5.90</u>
301 - 350	<u>6.55</u>	651 - 700	<u>6.28</u>	1001 - over	<u>5.84</u>

INTERMEDIATE GPS

**2. Monitoring and support services
(Including Orientation, Installation and Removal)**

1 -50	<u>9.30</u>	351 - 400	<u>8.97</u>	701 - 750	<u>8.67</u>
51 - 100	<u>9.23</u>	401 - 450	<u>8.94</u>	751 -800	<u>8.62</u>
101 - 150	<u>9.17</u>	451 - 500	<u>8.91</u>	801 - 850	<u>8.58</u>
151 - 200	<u>9.10</u>	501 - 550	<u>8.88</u>	851 - 900	<u>8.54</u>
201 - 250	<u>9.06</u>	551 - 600	<u>8.84</u>	901 - 950	<u>8.43</u>
251 - 300	<u>9.03</u>	601 - 650	<u>8.80</u>	951 - 1000	<u>8.35</u>
301 - 350	<u>9.00</u>	651 - 700	<u>8.73</u>	1001 - over	<u>8.29</u>

SUPPLEMENTAL PRICING SHEET FOR LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

PASSIVE GPS

TO BE USED FOR COUNTY OF LOS ANGELES – SHERIFF'S DEPARTMENT ELECTRONIC MONITORING AND EQUIPMENT SERVICES

The undersigned offers to provide all labor and supplies necessary to provide Electronic Monitoring and Equipment Services.

Said work shall be done for the period prescribed and in the manner set forth in said specifications, and compensation therefore shall be on a sliding scale, fixed-fee basis as provided upon the hereinafter proposed sliding scale, fixed rates. I agree that if the County Board of Supervisors accepts my proposal, I will commence services immediately following contract execution.

I agree to provide the specified services for the County of Los Angeles – Sheriff's Department in accordance with the attached specifications for the following submitted compensation, which shall apply to weekday, weekend, holiday, overtime, and extra personnel coverage.

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

**1. Monitoring and support services only
(Does not include Orientation, Installation and Removal)**

1 -50	<u>4.91</u>	351 - 400	<u>4.59</u>	701 - 750	<u>4.32</u>
51 - 100	<u>4.86</u>	401 - 450	<u>4.55</u>	751 -800	<u>4.28</u>
101 - 150	<u>4.81</u>	451 - 500	<u>4.51</u>	801 - 850	<u>4.23</u>
151 - 200	<u>4.76</u>	501 - 550	<u>4.47</u>	851 - 900	<u>4.17</u>
201 - 250	<u>4.71</u>	551 - 600	<u>4.43</u>	901 - 950	<u>4.08</u>
251 - 300	<u>4.67</u>	601 - 650	<u>4.40</u>	951 - 1000	<u>3.98</u>
301 - 350	<u>4.63</u>	651 - 700	<u>4.36</u>	1001 - over	<u>3.89</u>

PASSIVE GPS

Monitoring and support services (Including Orientation, Installation and Removal)

1 -50	<u>7.39</u>	351 - 400	<u>7.04</u>	701 - 750	<u>6.77</u>
51 - 100	<u>7.34</u>	401 - 450	<u>7.00</u>	751 -800	<u>6.73</u>
101 - 150	<u>7.29</u>	451 - 500	<u>6.96</u>	801 - 850	<u>6.68</u>
151 - 200	<u>7.21</u>	501 - 550	<u>6.92</u>	851 - 900	<u>6.62</u>
201 - 250	<u>7.16</u>	551 - 600	<u>6.88</u>	901 - 950	<u>6.53</u>
251 - 300	<u>7.12</u>	601 - 650	<u>6.85</u>	951 - 1000	<u>6.43</u>
301 - 350	<u>7.08</u>	651 - 700	<u>6.81</u>	1001 - over	<u>6.32</u>

EXHIBIT J1

SUPPLEMENTAL CONFIDENTIALITY OF CORI INFORMATION – LASD

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

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

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

Any Sentinel Offender Services, Inc. employee engaging in such activities is in violation of the Sheriff's Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the California Penal Code.

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

(Signature)

Name (Print)

Title

Date

A copy of this agreement to be forwarded to Los Angeles County Sheriff's Department Project Manager within five (5) business days of commencing services.

EXHIBIT L1

PERFORMANCE REQUIREMENTS SUMMARY

PERFORMANCE REQUIREMENTS SUMMARY

This Performance Requirements Summary (PRS) Chart lists the required services which will be monitored by the Los Angeles County Sheriff's Department during the term of this contract; the required standard of performance; the maximum deviation from the Acceptable Quality Level Standards (AQLS) which can occur before damages can be assessed; the method of LASD surveillance; and the liquidated damages for not meeting the AQLS.

Quality Assurance

On an on-going basis, CONTRACTOR performance will be compared to the contract standards.

The Los Angeles County Sheriff's Department may use a variety of inspection methods to evaluate the CONTRACTOR'S performance. The methods of surveillance which may be used, but not limited to, are:

- User and/or Staff Complaints
- Random Inspections
- Random and/or Judgmental Samplings

Criteria for Acceptance and Unacceptable Performance

Performance of a required service is considered acceptable when it meets the AQLS as set forth in the Performance Requirement Summary Chart. When the performance does not meet this standard, the CONTRACTOR will be notified promptly of any performance variances identified.

When an instance of unacceptable performance comes to the attention of LASD personnel, a User Complaint Form (UCR) may be filled out and forwarded to the Quality Assurance Evaluator. The complaint will be investigated, if necessary, and may be brought to the attention of the CONTRACTOR.

The CONTRACTOR shall be required to explain, in writing, within ten (10) calendar days of date of notice when performance was unacceptable, how performance will be returned to acceptable levels, and how recurrence of the problem will be prevented. CONTRACTOR will pay LASD for liquidated damages as provided herein.

The assessment of monetary damages against the CONTRACTOR for unacceptable services shall be calculated as shown on the Performance Requirement Summary (PRS) Chart.

Liquidated Damages

Periodically, the CONTRACTOR'S performance will be evaluated comparing service (as stated in the Statement of Work- Exhibit A1) with the AQL'S, using the method of surveillance. If the CONTRACTOR'S performance falls below the AQLS, liquidated damages shall be paid by CONTRACTOR as set forth in Performance Requirement Summary Chart.

The CONTRACTOR will be notified promptly of any performance variance identified.

Corrective Action

The CONTRACTOR shall be required to immediately correct those activities found by LASD to be unacceptably performed at no additional cost to LASD.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICES	PERFORMANCE INDICATOR	ACCEPTABLE QUALITY LEVEL	METHOD OF SURVEILLANCE	LIQUIDATED DAMAGES EXCEEDING THE AQL
Contract payments Contract 5.0	Monthly payment report from FSD	100%	- Review monthly reports	\$100 per day until rectified
Overall compliance with Scope of Work. Exhibit A1 Statement of Work, 1.0	Daily operation activities and user complaints	95%	- Random Inspections - Random Samplings - Information from Contractor Reports	\$100 per day until rectified
Overall compliance with Specific Tasks. Exhibit A1 Statement of Work, 2.0	Daily operation activities and user complaints	95%	- Random Inspections - Random Samplings - Information from Contractor Reports	\$100 per day until rectified
Prepare and submit monthly reports Exhibit A1 Statement of Work, 4.3	Reports submitted from contractor. County /contractor records	100%	- Random Inspections - Random Sampling - Information from Contractor Reports	\$250 per incident per occurrence
None of Contractor's employees shall have a criminal conviction or pending criminal trial unless record has been fully disclosed. Contract, 7.3.1	Quarterly reports Criminal Identification and Investigation reports	100%	- Random Inspections - Random Samplings	Up to \$100 per employee per occurrence
Fingerprint Contractor's current employees and prospective employees prior to employment. Contract, 7.3.8	Adhere to County requirements	100%	- Random Inspections - Random Inspections	Up to \$100 per employee per occurrence
Contractor shall reimburse COUNTY for record check. Contract, 7.3.9	Adhere to LASD requirements	100%	- Random Inspections - Random Samplings	Up to \$100 per employee per occurrence
Quality Control Plan Exhibit A1 Statement of Work, 3.0	Adhere to LASD requirements	100%	- Random Inspections - Random Samplings	Up to \$100 per occurrence
Contractor's Publicity Contract, 8.38	Adhere to LASD requirements	100%	- Random Inspections - Random Samplings	Up to \$100 per occurrence
Contractor in compliance with Standard Terms and Conditions. Contract, 8.0	Adhere to LASD requirements	100%	- User and/or Staff Complaints - Random Inspections - Random Samplings	Up to \$50 per occurrence