

## MONITORING SERVICE AGREEMENT

Agreement No. 040811LF1

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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 EL PASO COUNTY ("Agency") with its principal place of business at 500 East San Antonio, El Paso, TX 79901.

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

This Agreement by the stated parties is effective as of the date of full execution.

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 TAD (Transdermal Alcohol Device) unit or 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 2.2.5 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 won't start service until a signed Alert Notification form is received by BI.

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

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

## **3. EQUIPMENT**

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

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

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

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

**3.3 Freight.** The freight costs for shipment made by one party to the other shall be borne by the party that is shipping the equipment.

#### **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** The term of this Agreement is for one (1) year (unless terminated as provided herein) from the effective date of this Agreement. This Agreement, its terms and conditions, and authorized amendments are renewed automatically for succeeding periods of one (1) year each on the anniversary of its original effective date unless otherwise terminated as provided for herein.

**7.2** 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.

**7.3** 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.

**7.4** 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, 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. Preprinted terms and conditions of any purchase order or other instrument issued by Agency in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on BI and will not apply to this Agreement.

**13. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

In the event that a dispute arises with respect to any of the provisions herein contained or any other matter affecting the relationship between BI and Agency it shall be resolved by arbitration in Denver, Colorado in accordance with the rules and procedures of the American Arbitration Association, and judgment upon the award rendered may be entered into any court having jurisdiction. All attorneys' fees and associated expenses shall be awarded to the prevailing party.

**14. ENTIRE AGREEMENT.** The representations made in this Agreement constitute the entire agreement. No prior or contemporaneous negotiations, understandings, or agreements shall be valid unless in writing and signed by authorized representatives of each party.

**15. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives, effective as of the latest date set forth below.

**BI INCORPORATED**

**EL PASO COUNTY**

By: \_\_\_\_\_ Date \_\_\_\_\_

By: \_\_\_\_\_ Date \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Printed Title: \_\_\_\_\_

EXHIBIT A  
to the  
MONITORING SERVICE AGREEMENT  
Agreement No. 040811LF1 ("Agreement")  
between  
BI INCORPORATED ("BI")  
and  
EL PASO COUNTY ("Agency")

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

TAD Monitoring Unit Rental Charge: \$4.95 per Unit per day provided from BI inventory.

TAD Monitoring Unit Service Charge: \$1.80 per Unit per active day.

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

**TAD WITH RF MONITORING CHARGES:**

TAD with RF Monitoring Unit Rental Charge: \$4.95 per Unit per day provided from BI inventory.

TAD with RF Monitoring Unit Service Charge: \$2.80 per Unit per active day.

Total TAD with RF Monitoring Unit Charge: \$7.75 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.

**TAD Units 10% No-charge Spares:** Each month hereunder, Agency is entitled to keep a quantity of TAD Units equal to 10% of that month's average number of Active Units per day, in its possession at no charge (i.e.; these units are not subject to the Unit Rental Charge while not in use). For any inactive TAD Units in excess of the 10% No-charge Spare Allowance, Agency will incur a \$4.95 charge per day/per unit. Following execution of this Addendum, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

**TAD Units No Loss or Damage:** Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Units. Replacement costs for TAD Units are the following: TAD Unit - \$4,150.00; and TAD fiber optic Strap - \$60.00.

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

**ADDENDUM TO AGREEMENT BETWEEN EL PASO COUNTY ON BEHALF OF  
THE EL PASO COUNTY JUVENILE PROBATION DEPARTMENT (JPD) AND BI  
INCORPORATED, FOR ALCOHOL MONITORING SERVICES**

This addendum is made to the agreement, by and between the County of El Paso, hereinafter referred to as “Agency”, on behalf of the El Paso Juvenile Probation Department, hereinafter referred to as “JPD” and BI Incorporated, a Colorado corporation authorized to do business in Texas, hereinafter called “BI”.

**I. Section 2.3.3 of the Agreement is amended to read as follows:**

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. Upon the expiration of this Agreement, all termination records will be forwarded to Agency upon request.

**II. Section 6.4. Net. 30 of Agreement is deleted in its entirety and replaced with the following language:**

Chapter 2251 of the Texas Government Code dictates when a governmental entity must pay a vendor and establishes the appropriate late fee if the governmental entity does not pay the vendor in a timely manner. Thus, the statutory terms in Chapter 2251 of the Texas Government Code are adopted as part of this contract and will be applied in determining when payment shall be made and the amount, if any, of late charges assessed.

**III. Section 6.5 Taxes of the Agreement is deleted in its entirety and replaced with the following language:**

Agency shall not be liable for any taxes as it is a tax exempt political subdivision of the State of Texas and its tax identification Number is 746000762.

**IV. Section 7.1. of the Agreement is deleted in its entirety and replaced with the following language:**

The term of this Agreement is effective as of the full date of execution by the parties through September 30, 2011. This Agreement will automatically terminate upon the expiration of the term.

**V. Section 7.2. of the Agreement is deleted is amended to read as follows:**

This Agreement may be terminated for convenience by either party upon fifteen (15) days prior written notification to the other party. Cessation of services and responsibilities defined in this Agreement may not take place less than fifteen (15) 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.

- VI. **The last sentence in Section 7.4 of the Agreement is deleted in its entirety.**
- VII. **Section 9.1 of the Agreement is amended to delete any reference to the Agency indemnifying BI and should now be read as follows:**

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.

- VIII. **Section 9.2 Acts of the Agreement is deleted in its entirety**
- IX. **Section 9.3 of the Agreement is renumbered to 9.2**
- X. **Section 9.4 of the Agreement is deleted in its entirety**
- XI. **Section 10 of the Agreement is deleted in its entirety**
- XII. **Section 12.1 of the Agreement is amended to read as follows:**

Each party is obligated to protect the propriety rights and trade secrets which must be revealed during the courts of business to the extent allowed by law. 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.

- XIII. **Section 13 of the Agreement is amended to read as follows:**

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

- XIV. **Section 13 of the Agreement is amended to delete the second paragraph of that section.**
- XV. **Section 4, Charges of Exhibit A of the Agreement is amended to include the following sentence:**

At no time will payments for services made by Agency under this Agreement exceed \$5,000.00.

All other terms and conditions of the Agreement to remain in full force and effect.

**COUNTY OF EL PASO  
STATE OF TEXAS**

\_\_\_\_\_  
VERONICA ESCOBAR, COUNTY JUDGE

Date: \_\_\_\_\_

***ATTEST:***

\_\_\_\_\_  
DELIA BRIONES, EL PASO COUNTY  
CLERK

Date: \_\_\_\_\_

**BI Incorporated**

\_\_\_\_\_  
Michael E. Hankerd  
Corporate Controller

\_\_\_\_\_  
Date

**(Signor must have legal authority to bind corporation)**

APPROVED AS TO CONTENT:

**EL PASO COUNTY JUVENILE PROBATION DEPARTMENT**

By:\_\_\_\_\_  
Roger Martinez, Chief  
Juvenile Probation Officer

Date: \_\_\_\_\_

APPROVED AS TO FORM FOR COUNTY:

By:\_\_\_\_\_  
Assistant County Attorney

## **Exhibit C**

### **TAD WITH ALCOHOL AND RF CURFEW MONITORING AND TAD WITH ALCOHOL MONITORING SERVICES**

#### **1. DEFINITIONS**

1.1. Client: A person sentenced and subject to JPD's electronic home detention monitoring program.

1.2. Equipment or Unit: Transdermal Alcohol detector (TAD) Unit

1.3. Supplies: Straps, latches, and batteries for the BI Transmitter.

1.4. Alert Condition: An occurrence requiring BI to provide information to JPD, as further set forth below.

1.5. Authorized Personnel: Those persons selected by JPD who are authorized to enroll Clients and select or adjust notification options.

1.6 Notification Options: Predefined parameters selected by JPD which instruct BI on how to respond to and notify JPD of an Alert Condition.

1.7 BI Cellular 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. SERVICES AND RESPONSIBILITIES OF BI**

##### **2.2.1. Monitoring Services**

BI will provide the following monitoring services to JPD for JPD's operation of the TAD Units. The monitoring services provided hereunder are specifically designed to determine by electronic means the presence of alcohol.

2.2.2. BI will maintain twenty-four (24) hour, seven (7) days per week monitoring of Clients who are properly enrolled hereunder by JPD.

2.2.3. BI will provide notification of Alert Conditions to authorized and identified JPD staff. Alert notification will be in accordance with Section 2.2.8 herein or as agreed upon in writing by JPD and BI.

2.2.4. 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. Upon the expiration of this Agreement, all termination records will be forwarded to JPD.

2.2.5. BI will assume the financial responsibility of all long distance telephone charges associated with Unit and central host computer communications.

2.2.6. BI will assume the financial responsibility for the cost associated with the shipping of Units and other equipment to and from JPD.

#### **2.2.7. Notification Options**

BI's Notification Options are set forth below in Sections 2.2.7.1 – 2.2.7.3. Prior to the commencement of the services provided hereunder, JPD will select a default Notification Option for the enrollment of Clients (the "Agency Level Notification Option").

This selection will be made on a BI Agency Level Notification Form. The Agency Level Notification Option may be changed by JPD's Authorized Personnel at any time with the submission of a new Agency Level Notification Form. Unless otherwise specified by JPD at enrollment, Clients will be assigned the selected Agency Level Notification Option.

During the enrollment of any Client, or during the monitoring term of such Client, JPD's Authorized Personnel may select a Notification Option other than the previously selected Agency Level Notification Option. Such selection will be set forth on either the Client Enrollment or Client Change Form. Selections set forth on either the Client Enrollment or Client Change Form will take precedence over the Agency Level Notification Option.

Equipment status alerts will be reported via the Agency Level Notification Option. JPD will be notified according to the Agency Level Notification Form.

##### **2.2.7.1. Option 1**

On a 24 hour, 7 day per week basis, all curfew and Equipment status alerts in excess of thirty (30) minutes will be reported to JPD staff immediately upon the completion of a thirty (30) minute period from the occurrence of the Alert Condition or as soon as possible thereafter. All tampers and missed call messages will be reported to JPD staff within fifteen (15) minutes of the monitoring center's receipt of those messages or as soon as possible thereafter. All other messages will be reported to JPD the next day via facsimile transmission of the daily summary report.

##### **2.2.7.2. Option 2**

All tampers and missed call messages will be reported to JPD staff within fifteen (15) minutes of the monitoring center's receipt of those messages or as soon as possible thereafter. All other messages will be reported to JPD the next day via facsimile transmission of the daily summary report. Notification Option 2 applies seven (7) days per week, including weekends and holidays.

##### **2.2.7.3. Option 3**

All Alert Conditions will be reported to JPD immediately via e-mail to the Juvenile Probation Officer listed in the enrollment form. Deviations from the Standard Notification Options may be made by submitting a revised Agency Level Notification Form signed by Authorized Personnel. Any deviations or changes must be agreed to in writing prior to commencement.

### **2.3. Customer Support**

BI will provide JPD with its best efforts to answer specific customer support requests as related to the Equipment, monitoring services, and overall operation of the program.

### **2.4. Maintenance**

BI shall maintain the Equipment at its expense. Maintenance will be performed at BI's facility. JPD shall be responsible for lost or missing Equipment and/or the cost of required repairs necessitated by (i) JPD's negligence or (ii) the damage or destruction of the Equipment by parties other than BI.

## **3. MONITORING SYSTEM**

3.1. Description - The monitoring system used hereunder is an active monitoring system consisting of a radio frequency transmitter ("Transmitter"), a Field Monitoring Device ("FMD"), and BI's central host computer system. Transmitters and FMD's are considered field equipment ("Units") and are issued to the Clients by JPD. The central host computer system is located in BI's offices. The Units communicate with the host computer system through the Clients' standard telephone service.

3.2 BI shall supply, at no charge to JPD, a reasonable quantity of Unit supplies (batteries, latches, and straps) and a reasonable quantity of installation kits (Unit activator, lead cutter, allen driver) to maintain the monitoring program. JPD shall return the installation kits and all excess Unit supplies to BI upon the termination of this agreement.

## **4. JPD's OBLIGATIONS**

JPD agrees as follows:

- 4.1. To retain complete authority for case selection and case management;
- 4.2. To be responsible for all liaison work with the involved courts and/or agencies;
- 4.3. To provide to BI required Client case and curfew information. This required information includes essential demographic and case information as well as the establishment of daily curfews;
- 4.4. To identify and make available JPD staff and/or equipment (i.e.: fax, pager) for the purpose of BI notification of Client alerts and equipment status problems;
- 4.5. To perform or oversee Client orientation and installation of equipment in compliance with BI policy. BI policy establishes a specifically correct method of equipment installation. Client orientation, in accordance with BI policy, establishes equipment use guidelines. JPD will ensure that equipment assignment responsibility forms are signed by the Clients;
- 4.6. To establish alert notification parameters, in accordance with Section 2 herein, and alert response policy and to respond to alerts in accordance with that policy.
- 4.7. To be responsible for the proper use, management and supervision of the Equipment. JPD agrees that BI will not be liable for any damages caused by JPD's failure to fulfill these responsibilities.
- 4.8. To assume the financial responsibility for the cost associated with replacing lost, stolen, or damaged Units.

## **ALERT/MESSAGE DESCRIPTIONS**

### **CURFEW ALERTS**

**Did Not Return:** The Client did not return after the scheduled period started. This message is sent if the Transmitter In Range message is not received within fifteen minutes after the Client is scheduled to be in the residence.

**Did Not Leave:** The Client did not leave the range of the FMD during a scheduled leave period. This message is only sent if the Transmitter Out of Range is not received within fifteen minutes of the leave time. This message is only sent if a *must leave* schedule is in place.

**Transmitter In Range:** Occurs when the FMO receives a message from a matching transmitter when the Client comes into range of the FMO.

**Transmitter Out of Range:** Occurs when the FMD has not received a signal from the transmitter for six minutes.

### **TAMPER ALERTS**

**Transmitter Open Strap:** The Client has removed or attempted to remove the transmitter, or the transmitter was disassembled to replace the battery. If the Client tampered with the transmitter in range of the FMD, the tamper message will be called in immediately. If the transmitter is being operated in manual reset mode, and is tampered out of range of the FMD, the actual time of tamper is recorded and sent immediately when the Client comes in range. If the transmitter is being operated in manual reset mode, an officer must use the BI Activator to reset the transmitter.

**Transmitter Close Strap:** The transmitter is restored from its previous tamper status. If the transmitter is being operated in automatic mode and automatically resets while out of range of the FMD, the time of restoration will be recorded and sent immediately upon coming in range. Note: The transmitter must be properly affixed to the Client in order to receive this message. It is recommended that a physical inspection of the transmitter is conducted after receipt of this message.

**Tamper Unit Case:** The FMO case has been opened or the internal circuitry of the FMO has been disrupted.

**Restore Unit Case:** The FMO's previous tamper status has been restored.

### **EQUIPMENT STATUS ALERTS**

**Missed Call Late:** The callback from the FMD has not been received within 45 minutes of the scheduled callback time.

**Power Fail AC:** Power to the FMD was interrupted. This message is sent eight seconds after the AC power is interrupted either by a power outage or by the power adapter being unplugged. When the power is interrupted, the FMO immediately switches to battery backup. The host

computer then waits fifteen minutes to see if a restore message is called in from the FMD. If a restore message is not received within fifteen minutes, then the *Power Fail* message is sent and an alert is generated.

Power Restore AC: The power to the FMO has been restored.

Power Fail Telephone: The FMD detected that the telephone line plugged into the FMD has been disconnected for more than thirty seconds. This message could also be the result of insufficient voltage.

Power Restore Telephone: The telephone line to the FMD has been restored.

Unit Battery Low: The internal FMD battery has approximately ten minutes of reserve power remaining. If this message is unable to be sent, the unit shuts down in ten minutes and all messages held in memory are lost.

Manual Restart: Indicates that the power switch has been keyed on. This message also is sent upon power restoration after complete depletion of the FMD's back up battery.

Transmitter Not Found: The FMD has not received a signal from the transmitter within six minutes following the installation.

Transmitter Mode Automatic: The transmitter tamper reset mode is set for automatic. If the transmitter is restored following a tamper, the transmitter will automatically reset seventeen minutes after proper installation.

Transmitter Mode Manual: The transmitter tamper reset mode is set for manual. In the manual mode, a tampered transmitter can only be reset by the BI Activator.

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

Transmitter Restore Battery: The transmitter battery is now installed. This message is received when the FMD is first installed in the Client's residence (if the battery is transmitting).

Location Verify Expire: The host computer was unsuccessful in its attempt to call the FMD for a location verification.

Location Verify No Data: The host computer is unable to complete a location verification because the Client's residence telephone number was not entered into the database.

Log Overflow Fault: The FMD holds up to 64 messages in memory. The Log Overflow Fault message indicates that the memory is full and is stored in the event that a long duration problem has occurred such as a telephone line disconnection. Once the Log Overflow Fault message (64th messages) is recorded, all messages received thereafter are saved in order of priority. Example: Transmitter Open Strap.

### **COMMUNICATION MESSAGES**

**Carrier Not Detected:** The FMD did not receive a carrier tone from the host computer's modem and the messages were not transmitted.

**Host No Answer:** The FMD attempted to call the host computer, but received no answer.

**Line Tied Up Level 1:** The FMD attempted to call the host computer, but the line was in use. This message is recorded on the first series of attempts to call the host computer once connection has been made.

**Line Tied Up Level 2:** Same as Line Tied Up Level 1 except this message is recorded on the second series of attempts to call the host computer once connection has been made.

**Line Tied Up Level 3:** Same as Line Tied Up Level 1 except this message is recorded on the third series of attempts to call the host computer once connection has been made.

**Link Lost Error:** The FMD's communication with the host computer was interrupted and the information did not transfer. This message is usually caused by interference on the telephone line.

**No Ring Detected:** The FMD attempts to call the host, but does not detect a carrier tone.



# BI GuardCenter

## Agency Notification Form



Report Date: 4/27/2011

<b>Agency</b>	MCS Default Procedure Agency	<b>Agency Number</b>	300412
<b>Address</b>	800 Main Street, Anderson, IN 46016	<b>Timezone</b>	Eastern
<b>Agency Contact</b>	Procedures, Default	<b>Client Self-pay</b>	A
<b>Primary Phone</b>	0000000000	<b>Email</b>	
<b>Secondary Phone</b>		<b>Email Pager</b>	
<b>Fax</b>			
<b>Schedule Grace Period</b>	<b>Inclusion Zone</b>	<b>RF Monitoring</b>	
	<u>0</u> Min		<u>0</u> Min

### Service Plans / Equipment Utilized

ExacuTrack ONE Active  
Alcohol Monitoring (Stand-Alone) for 9305  
Alcohol Monitoring (Stand-Alone) for 9300  
ExacuTrack On Demand  
ExacuTrackAT / With base  
ExacuTrack / Passive  
1.30.30.ZBC  
RF Monitoring For HG 200  
HomeBase RF Monitoring (landline)  
RF Monitoring For BI 9000  
RF Monitoring For HG 205  
RF Monitoring for HG206  
Alcohol Monitoring Option (9300)  
Alcohol Monitoring Option (9305)  
Transdermal Alcohol Monitoring  
TAD - Alcohol Only (landline)

### Device Configuration

**Plugin:** 1.30.30.ZBC

#### Tracking Unit Configuration

Tracker Max Callback Interval Active	<b>360</b> (15-1440 minutes)
Tracker GPS Acquisition Rate ET1	<b>60</b> (15-1800 seconds)
Tracker Data Reporting Interval SP	<b>30</b> (15-1440 minutes)

**Service Plan:** Alcohol Monitoring (Stand-Alone) for 9300

#### AMD Configuration

Sobriotor Missed Callback Window	<b>45</b> (30-240 minutes)
Sobriotor Speaker Volume	<b>High</b>
Sobriotor Dialing Method	<b>Adaptive</b>
Sobriotor Max BAC	<b>0.025</b> % Breath Alcohol (0.011 to
Sobriotor Random Test Interval Min	<b>120</b> (30-999 minutes)
Sobriotor Random Test Interval Max	<b>150</b> (30-999 minutes)
Sobriotor Results Window	<b>30</b> (30-999 minutes)
Sobriotor Pressure Test	<b>On</b> Enable

---

**AMD Configuration**

---

Sobrieter Ignore Voice Failures	<b>Off</b> Ignore
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**Service Plan: Alcohol Monitoring (Stand-Alone) for 9305**

---

**AMD Configuration**

---

Sobrieter Missed Callback Window	<b>45</b> (30-240 minutes)
Sobrieter Speaker Volume	<b>High</b>
Sobrieter Dialing Method	<b>Adaptive</b>
Sobrieter Max BAC	<b>0.025</b> % Breath Alcohol (0.011 to
Sobrieter Random Test Interval Min	<b>120</b> (30-999 minutes)
Sobrieter Random Test Interval Max	<b>150</b> (30-999 minutes)
Sobrieter Results Window	<b>30</b> (30-999 minutes)
Sobrieter Pressure Test	<b>On</b> Enable
Sobrieter Ignore Voice Failures	<b>Off</b> Ignore

**Plugin: Alcohol Monitoring Option (9300)**

---

**AMD Configuration**

---

Sobrieter Missed Callback Window	<b>45</b> (30-240 minutes)
Sobrieter Test On Enter	<b>On</b> Enable
Sobrieter Leave Window	<b>30</b> (0-999 minutes)
Sobrieter Speaker Volume	<b>High</b>
Sobrieter Dialing Method	<b>Adaptive</b>
Sobrieter Max BAC	<b>0.025</b> % Breath Alcohol (0.011 to
Sobrieter Random Test Interval Min	<b>120</b> (30-999 minutes)
Sobrieter Random Test Interval Max	<b>150</b> (30-999 minutes)
Sobrieter Results Window	<b>30</b> (30-999 minutes)
Sobrieter Pressure Test	<b>On</b> Enable
Sobrieter Ignore Voice Failures	<b>Off</b> Ignore

**Plugin: Alcohol Monitoring Option (9305)**

---

**AMD Configuration**

---

Sobrieter Missed Callback Window	<b>45</b> (30-240 minutes)
Sobrieter Speaker Volume	<b>High</b>
Sobrieter Dialing Method	<b>Adaptive</b>
Sobrieter Max BAC	<b>0.025</b> % Breath Alcohol (0.011 to
Sobrieter Random Test Interval Min	<b>120</b> (30-999 minutes)
Sobrieter Random Test Interval Max	<b>150</b> (30-999 minutes)
Sobrieter Results Window	<b>30</b> (30-999 minutes)
Sobrieter Pressure Test	<b>On</b> Enable
Sobrieter Ignore Voice Failures	<b>Off</b> Ignore

**Service Plan: ExacuTrack / Passive**

---

**Base Station Configuration**

---

Base Callback Frequency- Min	<b>330</b> (14-1440 minutes)
Base Callback Frequency- Max	<b>360</b> (14-1440 minutes)
Base Missed Callback Window	<b>45</b> (30-240 minutes)
Base Receiver Sensitivity	<b>High</b>
Base Leave Window	<b>6</b> minutes
Base Range Test Window	<b>3</b> (0[off]-15 minutes)
Base Leave Did Not Undock Window	<b>10</b> (2-240 minutes)
Receiver Install Wait Period	<b>30</b> (0[off]-120 minutes)
Receiver No Install Timeout	<b>1440</b> (0[off]-7200 minutes)

---

**Tracking Unit Configuration**

---

Tracker GPS Acquisition Rate ETAT Passive	1 minutes
Tracker Max No Motion	15 (0=off, or 1-1440 minutes)
Tracker GPS LED	On Enable LED
Tracker GPS Sounder	Off Enable Sounder
Tracker Install Wait Period	30 (0[off]-120 minutes)
Tracker No Install Timeout	1440 (0[off]-7200 minutes)

---

**RF Configuration**

---

Tracker Out of Range LED	On Enable LED
Base Out of Range LED	1 Enable LED
Base Out of Range Sounder	0 Enable Sounder
Tracker Out of Range Sounder	Off Enable Sounder

**Service Plan: ExacuTrack On Demand**

---

**Base Station Configuration**

---

Base Callback Frequency- Min	330 (14-1440 minutes)
Base Callback Frequency- Max	360 (14-1440 minutes)
Base Missed Callback Window	45 (30-240 minutes)
Base Receiver Sensitivity	High
Base Leave Window	6 minutes
Base Range Test Window	3 (0[off]-15 minutes)
Base Leave Did Not Undock Window	10 (2-240 minutes)
Receiver Install Wait Period	30 (0[off]-120 minutes)
Receiver No Install Timeout	1440 (0[off]-7200 minutes)

---

**Tracking Unit Configuration**

---

Tracker Missed Callback Window	45 (15-60 minutes)
Tracker GPS Acquisition Rate ETAT Passive	1 minutes
Tracker Max No Motion	15 (0=off, or 1-1440 minutes)
Tracker Data Reporting Interval On Demand	240 (240-1440 minutes)
Tracker Client Notify Ack Window	10 minutes
Tracker Client Notify Sounder	On Enable Sounder
Tracker Receiver Sensitivity	High
Tracker Cell Loss Window	5 (2-60 minutes)
Tracker Cell Loss Visual	On Enable Indicator
Tracker Cell Loss Sounder	Off Enable Sounder
Tracker GPS Indicator	On Enable Indicator
Tracker GPS Sounder	Off Enable Sounder
Tracker Leave Window	6 minutes
Tracker Install Wait Period	30 (0[off]-120 minutes)
Tracker No Install Timeout	1440 (0[off]-7200 minutes)
Tracker Sounder Volume	High

---

**RF Configuration**

---

Tracker Out of Range LED	On Enable LED
Base Out of Range LED	1 Enable LED
Base Out of Range Sounder	0 Enable Sounder
Tracker Out of Range Sounder	Off Enable Sounder

**Service Plan: ExacuTrack ONE Active**

---

**Tracking Unit Configuration**

---

Tracker Missed Callback Window	45 (15-60 minutes)
Exclusion Zone Acquisition Rate	30 (15-600 seconds)
Tracker Max No Motion	0 (0=off, or 1-1440 minutes)

---

**Tracking Unit Configuration**

---

Tracker Client Notify Ack Window	<b>10</b> minutes
Tracker Client Notify Sounder	<b>Off</b> Enable Sounder
SP Sounder Volume	<b>High</b>
Tracker Cell Loss Window	<b>5</b> (2-60 minutes)
Tracker Cell Loss Sounder	<b>Off</b> Enable Sounder
Tracker GPS Indicator	<b>On</b> Enable Indicator
GPS loss sounder	<b>Off</b> Enable Sounder
Tracker Low Battery Message	<b>On</b> Enable Message
ETOne Low Battery Reminder Interval	<b>30</b> Time between replay of low
Tracker Battery Charged Message	<b>Off</b> Enable Message
Tracker Leave Window	<b>10</b> minutes
Tracker Install Wait Period	<b>30</b> (0[off]-120 minutes)
Tracker No Install Timeout	<b>1440</b> (0[off]-7200 minutes)
Beacon Motion Window	<b>60</b> (0=no events, L=120s, M=6
Beacon 1 Range Setting	<b>High</b>
Beacon 2 Range Setting	<b>High</b>
Beacon 3 Range Setting	<b>High</b>
Beacon Out of Range LED	<b>On</b> Enable LED
Beacon Out of Range Sounder	<b>Off</b> Enable Sounder

**Service Plan: ExacuTrackAT / With base**

---

**Base Station Configuration**

---

Base Callback Frequency- Min	<b>330</b> (14-1440 minutes)
Base Callback Frequency- Max	<b>360</b> (14-1440 minutes)
Base Missed Callback Window	<b>45</b> (30-240 minutes)
Base Receiver Sensitivity	<b>High</b>
Base Leave Window	<b>6</b> minutes
Base Range Test Window	<b>3</b> (0[off]-15 minutes)
Base Leave Did Not Undock Window	<b>10</b> (2-240 minutes)
Receiver Install Wait Period	<b>30</b> (0[off]-120 minutes)
Receiver No Install Timeout	<b>1440</b> (0[off]-7200 minutes)

---

**Tracking Unit Configuration**

---

Tracker Missed Callback Window	<b>45</b> (15-60 minutes)
Tracker GPS Acquisition Rate ETAT Passive	<b>1</b> minutes
Tracker Data Reporting Interval Active	<b>1</b> (1-1440 minutes)
Tracker Max No Motion	<b>15</b> (0=off, or 1-1440 minutes)
Tracker Max Callback Interval Active	<b>240</b> (240-1440 minutes)
Tracker Client Notify Ack Window	<b>10</b> minutes
Tracker Client Notify Sounder	<b>On</b> Enable Sounder
Tracker Receiver Sensitivity	<b>High</b>
Tracker Cell Loss Window	<b>5</b> (2-60 minutes)
Tracker Cell Loss Visual	<b>On</b> Enable Indicator
Tracker Cell Loss Sounder	<b>Off</b> Enable Sounder
Tracker GPS Indicator	<b>On</b> Enable Indicator
Tracker GPS Sounder	<b>Off</b> Enable Sounder
Tracker Leave Window	<b>6</b> minutes
Tracker Install Wait Period	<b>30</b> (0[off]-120 minutes)
Tracker No Install Timeout	<b>1440</b> (0[off]-7200 minutes)
Tracker Sounder Volume	<b>High</b>

---

**RF Configuration**

---

Tracker Out of Range LED	<b>On</b> Enable LED
Base Out of Range LED	<b>1</b> Enable LED

---

**RF Configuration**

---

Base Out of Range Sounder	<b>0</b> Enable Sounder
Tracker Out of Range Sounder	<b>Off</b> Enable Sounder

**Service Plan: HomeBase RF Monitoring (landline)**

---

**Base Station Configuration**

---

Base Callback Frequency- Min	<b>330</b> (14-1440 minutes)
Base Callback Frequency- Max	<b>360</b> (14-1440 minutes)
Base Missed Callback Window	<b>45</b> (30-240 minutes)
Base Receiver Sensitivity	<b>High</b>
Base Motion Sensitivity	<b>Low</b>
Base Leave Window	<b>6</b> minutes
Base Range Test Window	<b>3</b> (0[off]-15 minutes)
Receiver Install Wait Period	<b>30</b> (0[off]-120 minutes)
Receiver No Install Timeout	<b>1440</b> (0[off]-7200 minutes)

---

**RF Configuration**

---

Base Out of Range LED	<b>1</b> Enable LED
Base Out of Range Sounder	<b>1</b> Enable Sounder

**Service Plan: RF Monitoring For BI 9000**

---

**Base Station Configuration**

---

Base Callback Frequency- Min	<b>330</b> (14-1440 minutes)
Base Callback Frequency- Max	<b>360</b> (14-1440 minutes)
Base Missed Callback Window	<b>45</b> (30-240 minutes)
Base Receiver Sensitivity	<b>High</b>
Location Verify	<b>On</b>
Dialing Method	<b>Adaptive</b>
Receiver Install Wait Period	<b>30</b> (0[off]-120 minutes)
Receiver No Install Timeout	<b>1440</b> (0[off]-7200 minutes)

---

**RF Configuration**

---

Base Out of Range LED	<b>0</b> Enable LED
Legacy Out of Range Sounder	<b>Off</b> Enable Sounder

**Service Plan: RF Monitoring For HG 200**

---

**Base Station Configuration**

---

Base Callback Frequency- Min	<b>330</b> (14-1440 minutes)
Base Callback Frequency- Max	<b>360</b> (14-1440 minutes)
Base Missed Callback Window	<b>45</b> (30-240 minutes)
Base Receiver Sensitivity	<b>High</b>
Base Leave Window	<b>6</b> minutes
Base Range Test Window	<b>3</b> (0[off]-15 minutes)
Location Verify	<b>On</b>
Dialing Method	<b>Adaptive</b>
Receiver Install Wait Period	<b>30</b> (0[off]-120 minutes)
Receiver No Install Timeout	<b>1440</b> (0[off]-7200 minutes)

---

**RF Configuration**

---

Base Out of Range LED	<b>0</b> Enable LED
Legacy Out of Range Sounder	<b>Off</b> Enable Sounder

**Service Plan: RF Monitoring For HG 205**

---

**Base Station Configuration**

---

Base Callback Frequency- Min	<b>330</b> (14-1440 minutes)
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---

**Base Station Configuration**

---

Base Callback Frequency- Max	<b>360</b>	(14-1440 minutes)
Base Missed Callback Window	<b>45</b>	(30-240 minutes)
Base Receiver Sensitivity	<b>High</b>	
Base Leave Window	<b>6</b>	minutes
Base Range Test Window	<b>3</b>	(0[off]-15 minutes)
Receiver Install Wait Period	<b>30</b>	(0[off]-120 minutes)
Receiver No Install Timeout	<b>1440</b>	(0[off]-7200 minutes)

---

**RF Configuration**

---

Base Out of Range LED	<b>0</b>	Enable LED
Legacy Out of Range Sounder	<b>Off</b>	Enable Sounder

**Service Plan: RF Monitoring for HG206**

---

**Base Station Configuration**

---

Base Callback Frequency- Min	<b>330</b>	(14-1440 minutes)
Base Callback Frequency- Max	<b>360</b>	(14-1440 minutes)
Base Missed Callback Window	<b>45</b>	(30-240 minutes)
Base Receiver Sensitivity	<b>High</b>	
Base Leave Window	<b>6</b>	minutes
Base Range Test Window	<b>3</b>	(0[off]-15 minutes)
Location Verify	<b>Off</b>	
Receiver Install Wait Period	<b>30</b>	(0[off]-120 minutes)
Receiver No Install Timeout	<b>1440</b>	(0[off]-7200 minutes)

---

**RF Configuration**

---

Base Out of Range LED	<b>0</b>	Enable LED
Legacy Out of Range Sounder	<b>Off</b>	Enable Sounder

**Service Plan: TAD - Alcohol Only (landline)**

---

**Base Station Configuration**

---

Base Callback Frequency- Min	<b>330</b>	(14-1440 minutes)
Base Callback Frequency- Max	<b>360</b>	(14-1440 minutes)
Base Missed Callback Window	<b>45</b>	(30-240 minutes)
Base Motion Sensitivity	<b>Low</b>	
Receiver Install Wait Period	<b>30</b>	(0[off]-120 minutes)
Receiver No Install Timeout	<b>1440</b>	(0[off]-7200 minutes)

---

**RF Configuration**

---

Base Out of Range LED	<b>1</b>	Enable LED
Base Out of Range Sounder	<b>1</b>	Enable Sounder

---

**TAD**

---

TAD Motion Detection Time	<b>240</b>	(0=off, 1-1080 minutes)
TAC Threshold Host	<b>.02</b>	(.020-.10 TAC)
No TAC Event before Threshold	<b>0</b>	
TAD Recharge Solution Check Interval	<b>1</b>	(0=off, 1-10 days)
TAD Recharge Solution Check Time	<b>360</b>	(0-1440 minutes)
TAD Baseline Check Interval	<b>1</b>	(0=off, 1-10 days)
TAD Baseline Check Time	<b>361</b>	(0-1440 minutes)
TAD No Enter / Leave Data	<b>3</b>	off, 1-8 days
TAD No Alcohol Data	<b>1</b>	off, 1-8 days

**Plugin: Transdermal Alcohol Monitoring**

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**TAD**

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TAD Motion Detection Time	<b>240</b>	(0=off, 1-1080 minutes)
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**TAD**

TAC Threshold Host	.02	(.020-.10 TAC)
No TAC Event before Threshold	0	
TAD Recharge Solution Check Interval	1	(0=off, 1-10 days)
TAD Recharge Solution Check Time	360	(0-1440 minutes)
TAD Baseline Check Interval	1	(0=off, 1-10 days)
TAD Baseline Check Time	361	(0-1440 minutes)
TAD No Enter / Leave Data	3	off, 1-8 days
TAD No Alcohol Data	1	off, 1-8 days

**Backup Officers**

*This section lists agency-level Backup Officer settings*

*Officer-level Backup Officer settings may differ from agency-level*

<b>Backups</b>	<b>Name</b>
Backup	,

**Alert Notification - Contact Lists**

Contact List Name - ""

<b>Schedule Type</b>	<b>Only/Except</b>	<b>Days</b>	<b>Start</b>	<b>End</b>
daily	Only	M,Tu,W,Th,F,Sa,Su	0000	2359
<b>Action</b>	<b>Who</b>	<b># Times</b>	<b>Delay</b>	<b>Close if Successful</b>
Number of Cycles		Close when complete		

**Alert Notification by Event****Host Alerts**

<b>Event</b>	<b>Priority</b>	<b>Contact List(s)</b>
Exclusion Zone Enter Alert	High Alert	
Exclusion Zone Leave Alert	High Alert	
Failed to Enter Inclusion Zone	High Alert	
Inclusion Zone Enter Alert	Alert	
Inclusion Zone Leave Alert	High Alert	
Location Verify Expired	Alert	
Master Zone Enter Alert	Alert	
Master Zone Leave Alert	High Alert	

**Transmitter Alerts**

---

<u>Event</u>	<u>Priority</u>	<u>Contact List(s)</u>
Proximity Tamper	High Alert	
Strap Tamper	High Alert	
Transmitter Low Battery	Alert	

**Tracker Alerts**

---

<u>Event</u>	<u>Priority</u>	<u>Contact List(s)</u>
Did Not Acknowledge	Alert	
Tracker Case Tamper	High Alert	
Tracker Install Successful	Alert	
Tracker Install Unsuccessful	Alert	
Tracker Low Battery	Alert	
Tracker Missed Callback	High Alert	
Tracker Still Missed Call	Alert	
Tracker Strap Tamper	High Alert	
Tracker Transmitter Not Found	Alert	
Tracking Unit UnDocked	Alert	
Transmitter In Range	Alert	
Transmitter Out of Range	High Alert	

**Base Station Alerts**

---

<u>Event</u>	<u>Priority</u>	<u>Contact List(s)</u>
Did Not Enter	High Alert	
Fail to Dock	Alert	
Has Not Docked	Alert	
Leave Did Not Undock	High Alert	
Receiver Case Tamper	High Alert	
Receiver Install Successful	Alert	
Receiver Install Unsuccessful	Alert	
Receiver Low Battery	High Alert	
Receiver Missed Callback	High Alert	
Receiver Motion Event	Alert	
Receiver Still Missed Call	Alert	
Transmitter Not Found	Alert	
Unauthorized Enter	Alert	
Unauthorized Leave	High Alert	

**AMD Alerts**

---

<u>Event</u>	<u>Priority</u>	<u>Contact List(s)</u>
AMD Failed Retest	High Alert	
AMD Missed Callback	High Alert	
AMD Still Missed Call	Alert	
Breath Alcohol Content	Alert	
Case Tamper	High Alert	
Low Battery	High Alert	
Missed Alcohol Test Result	High Alert	
On-Demand Test Failed to Connect	Alert	
Voice Module Failure	Alert	

**Beacon Alerts**

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<u>Event</u>	<u>Priority</u>	<u>Contact List(s)</u>
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**Beacon Alerts**

<u>Event</u>	<u>Priority</u>	<u>Contact List(s)</u>
Beacon Case Tamper	High Alert	
Beacon Did Not Enter	High Alert	
Beacon Low Battery	Alert	
Beacon Moving	Alert	
Beacon Not Found	Alert	
Beacon Unauthorized Enter	Alert	
Beacon Unauthorized Leave	High Alert	
Inclusion Beacon Enter Alert	Alert	
Inclusion Beacon Leave Alert	High Alert	

**TAD Alerts**

<u>Event</u>	<u>Priority</u>	<u>Contact List(s)</u>
Alcohol Sensor Saturation	High Alert	
Return for Service-Temperature	High Alert	
Return to BI for Maintenance	High Alert	
Return to BI for Maintenance Reminder	Alert	
TAD Alcohol Event	Alert	
TAD Alcohol Threshold Exceeded	High Alert	
TAD Battery Level Low	Alert	
TAD Freeze Warning	Alert	
TAD In Water	Alert	
TAD IR Blocked	Alert	
TAD No Alcohol Data	High Alert	
TAD No Enter/Leave Data	High Alert	
TAD Proximity Tamper	High Alert	
TAD Skin Resistance High	Alert	
TAD Skin Resistance Low	Alert	
TAD Still No Alcohol Data	Alert	
TAD Still No Enter/Leave Data	Alert	
TAD Strap Tamper	High Alert	
TAD Temperature High	Alert	

**Event Pairing****Host Alerts**

<b>Starter Event</b>	<b>Delay Min</b>	<b>Enabled</b>	<b>Resolver Event</b>	<b>Auto Close</b>
Inclusion Zone Leave Alert	15	Yes	Inclusion Zone Enter Alert	Yes
Master Zone Leave Alert	15	Yes	Master Zone Enter Alert	Yes

**Tracker Alerts**

<b>Starter Event</b>	<b>Delay Min</b>	<b>Enabled</b>	<b>Resolver Event</b>	<b>Auto Close</b>
Tracking Unit UnDocked	900	Yes	Transmitter In Range	Yes
		Yes	Tracking Unit Docked	Yes

**Base Station Alerts**

<b>Starter Event</b>	<b>Delay Min</b>	<b>Enabled</b>	<b>Resolver Event</b>	<b>Auto Close</b>
Receiver Motion Event	30	Yes	Receiver Stationary Event	Yes

**TAD Alerts**

<b>Starter Event</b>	<b>Delay Min</b>	<b>Enabled</b>	<b>Resolver Event</b>	<b>Auto Close</b>
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TAD Skin Resistance High	240	Yes	TAD Skin Resistance Ok	Yes
TAD Skin Resistance Low	240	Yes	TAD Skin Resistance Ok	Yes
TAD In Water	60	Yes	TAD Removed From Water	Yes

### **Signature and Verification**

The above values represent agency-level defaults for your overall TotalAccess program. BI makes no representation or warranty with respect to the appropriateness of these defaults for Agency's program. Agency acknowledges and agrees that it is solely responsible for determining and setting the appropriate defaults for Agency's program. Agency understands that users within the Agency can change these values at the agency-level, officer-level and case-level.

\_\_\_\_\_  
Agency Contact Signature

\_\_\_\_\_  
Date

## **COUNTY LEGAL REVIEW FORM**

**KK-11-115**

Contract Description: Agreement between El Paso County on behalf of the El Paso County Juvenile Probation Department and BI Incorporated for TAD Rentals

### **COUNTY ATTORNEY ACTION\*\***

**\*\*Requested Amendments/Clarifications:** We assume you have submitted any questions or comments you have regarding the terms of the contract, as well as any specific provisions to which you object, or which you want to have changed.

\_\_\_\_\_ Approved as to Form as Submitted  
\_\_\_\_\_ X \_\_\_\_\_ Approved as to Form with Amendments/Modifications/Reservations Noted Below\*  
\_\_\_\_\_ Not Approved

Addendum drafted to original agreement.

This document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

**Christina Sanchez**  
**Assistant County Attorney**