

CUYAHOGA COUNTY  
COURT OF COMMON PLEAS, JUVENILE COURT DIVISION  
CONTRACT FOR ELECTRONIC MONITORING SERVICES  
BI INCORPORATED

THIS CONTRACT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the County of Cuyahoga, Ohio (hereinafter called the "COUNTY"), the Cuyahoga County Court of Common Pleas, Juvenile Court Division (hereinafter called the "COURT") and **BI Incorporated**, a Colorado corporation with principal offices located at 6400 Lookout Road, Boulder, Colorado 80301 (hereinafter called the "VENDOR").

WITNESSETH THAT:

WHEREAS, the COURT desires to engage the VENDOR'S professional and technical services to provide **Electronic Monitoring Services** using an active radio frequency (RF) system, a secure cellular electronic monitoring technology, and the ability to provide an active and passive Global Positioning System (GPS) and the VENDOR can provide these services from April 1, 2014 to March 31, 2016 for the COURT.

NOW THEREFORE, the parties hereto do mutually agree as follows:

- I. TARGET POPULATION - The youth (hereinafter called the "YOUTH") referred to the program shall be males and females, who have come to the COURT'S attention. These YOUTH shall be residents of Cuyahoga County, referred by the Juvenile COURT'S Detention Center or Probation Officers. The VENDOR shall accept from the COURT the YOUTH who have been COURT ordered/referred to the program, on a "no reject, no eject" basis, meaning that all YOUTH referred by the COURT to the project shall be accepted.
- II. DESCRIPTION OF SERVICES - The VENDOR'S primary responsibility will be centralized to the following scope of service: client tracking, precision reporting, twenty four (24) hour staff information center, web conferencing, twenty four (24) hour equipment resolution center, staff on site workshops and software/equipment updates and its operation to each participant. Services will be referred to on an "as needed" basis - there will be no guarantee in minimum or maximum number of electronic monitoring units utilized. The equipment is to be an electronic monitoring system as defined in section 2929.01 of the Ohio Revised Code. The VENDOR shall provide the following equipment and services:
  - A. For the active RF system and the secure cellular electronic monitoring technology the receiver and unit shall have the following specifications:
    1. Have a dual interior antenna(s) in the receiver and transmitter to reduce dead spots, interference and eliminate tampering with antennas.
    2. The technology used shall not have an exterior antenna.
    3. The active RF system shall be able to be placed in the YOUTH'S home.
    4. The active RF system shall have a range of one hundred fifty (150) feet between the receiver and transmitter; range should be adjustable down to thirty-five (35) feet.
    5. The transmitter shall be shock resistant, watertight down to a minimum of ten (10) feet and moisture proof, as well as, operational at a wide range of temperatures and under normal atmospheric conditions.

6. The receiver shall notify the host computer if an attempt to open the receiver occurs, or if the internal circuitry is disrupted.
  7. The strap/circuitry specific to the transmitter shall notify the host computer (when in range of the receiver) of tamper attempts, which shall include, but is not limited to, cutting the strap or slipping the bracelet off the ankle or wrist.
  8. The transmitter/strap shall be sterile and hypoallergenic.
  9. The transmitter battery shall possess a five (5) year shelf life span and provide a low battery warning five (5) days prior to battery depletion.
  10. The transmitter shall possess circuitry capable of distinguishing "ghost tampers" (tampers occurring when the transmitter has not been breached or the strap cut, etc.) and automatically reset the "ghost" tamper reading.
  11. The receiver shall have a minimum of a five hundred (500) event memory with a battery backup for a minimum of forty five (45) hours.
  12. The cellular unit shall have the cell phone built within the unit.
- B. The GPS unit shall have the following additional specifications:
1. Shall be a one-piece (1) unit.
  2. Shall be able to customize schedules, alert notifications and zone layering per YOUTH.
  3. Shall be able to customize monitoring for work, counseling, and community service.
  4. Shall be able to customize for neighborhood protection with stay away locations.
  5. Shall have the ability to create master inclusion or exclusion zones.
  6. The unit shall have information stored in Personal Tracking Unit (PTU) for "on board" real time processing.
  7. Shall be able to provide secure and redundant facilities with free archiving and report access services.
  8. Shall be able to provide immediate offender violation notices to Police, victims and the COURT.
  9. Shall be able to respond to many compliance violations, through monitoring center intervention, with contacting the offender first to reduce COURT staff workload (i.e.: direct text and audible communications with the offender).
  10. Shall not require any telephone land lines.
  11. Shall have the reporting software securely accessed from any internet-ready device.
  12. The software shall have a single web-based platform supporting active GPS and provide mapping and aerial overlays to the Court
- C. The VENDOR shall have a twenty four (24) hour monitoring center which allows for continuous logging of calls, retrieval of all reports, web conferencing or provisional schedule changes.
- D. The VENDOR shall monitor participants seven (7) days per week, twenty four (24) hours of the day and will provide the Court with non-compliance notifications.
- E. All electronic monitoring equipment and reporting software shall possess the most up-to-date version of the software.
- F. Upon initial installation, if electronic monitoring equipment is non-functioning due to no fault of the client (i.e.: faulty equipment due to a damaged FMD, transmitter, or low/faulty battery), the VENDOR shall remedy the situation by correcting it at the

client's home at the earliest time possible. The VENDOR will be responsible for the timely correction of any equipment malfunctions or necessary equipment adjustments to ensure that the monitoring system is operating effectively within twenty four (24) hours of the problem.

- G. The VENDOR shall give immediate notification on violations to Home Detention Officers and/or Probation Officers via electronic computer generated notifications to the COURT'S Home Detention Unit and/or the COURT'S Probation Department. The VENDOR will provide any generated print outs, electronic mail notifications, photographs, and/or other monitoring records upon request.
- H. The vendor shall provide on-site consultations and training as necessary and/or requested by the COURT.
- I. The vendor shall provide the installation of equipment to all current participants of the Electronic Monitoring program within twenty four (24) hours of the commencement of the new contract.
- J. The VENDOR shall provide equipment by shipment or direct delivery to the Juvenile Justice Center and/or branch sites. Inventory will be requested and made available to the COURT with no additional cost for shipment or delivery. The VENDOR shall also provide written instructions and any necessary tools for attachment and removal of the transmitter by COURT staff.
- K. Initial enrollments/terminations will be conducted by the VENDOR in conjunction with the COURT'S designated staff. Enrollment for both home detention and probation YOUTH will also include an orientation regarding the monitoring equipment and its operation.
  - 1. The VENDOR shall be on-site at the Home Detention Unit a minimum of five (5) days each week between the hours of 10:00 AM and 5:00 PM and/or scheduled by the Home Detention Unit.
  - 2. The VENDOR shall also be required to be on-site at the Juvenile Justice Center and each of the Probation satellite offices at least one (1) day a week, during the late afternoon hours, to allow for YOUTH to be enrolled in the electronic monitoring program after school hours and/or as scheduled by the Probation Department. The VENDOR shall remain at each satellite office on the scheduled day for at least thirty (30) minutes at each scheduled time, regardless if youth are listed as having electronic monitoring units installed.
- L. The vendor shall retrieve all broken equipment within thirty (30) days of removal of the transmitter and assume responsibility for ALL lost, abandoned or damaged equipment. The VENDOR may choose to provide financial responsibility statement forms for lost or damaged equipment to be distributed to the YOUTH and parents/guardians during initial enrollment.
- M. The VENDOR shall retain, with its subcontractors or installers, enough inventory of equipment to install in the offender's home within twenty-four (24) hours of receipt of the referral from the COURT or to correct any malfunctioning equipment previously installed.

- N. Verbal And Written Reports - The VENDOR shall provide documented reports on each YOUTH enrolled in the electronic monitoring program. The VENDOR shall furnish a written report on each individual being monitored by 9:00 A.M. the following business day which indicates the time of each call and compliance violation. The report should include the offender's name, the date of monitoring, exact time of the violations and the officer's name. Reports are to be categorized by Court units.
- O. The VENDOR must be able to interface by web based conferencing, electronic mail notification, verbal reports, and hard copy mail distribution. This will include, but is not limited to, the following documents:
1. Compliance/Violation Reports,
  2. Case Review Summaries;
  3. Electronic Enrollment/Termination Reports;
  4. Parent/Guardian Equipment Responsibility Forms;
  5. Client Schedule Change Reports;
  6. Equipment Tamper Reports;
  7. System Failure/Restoration Notification;
  8. Equipment Change Notifications;
  9. Client Progression Reports;
  10. Monthly Individualized Billing Statements;
  11. Monthly Equipment Inventory List;
  12. Program Efficiency Reports;
  13. Audit Service Records.

### III. OPERATIONAL DETAILS

- A. Service Site – Delivery of service to the YOUTH shall be in the YOUTH'S home, or other locations as requested by the COURT.

- B. Contact Person:

Vendor

Brian Currie  
800 Main Street, Suite 101  
Anderson, Indiana 46016  
Phone: 765-609-3014  
brian.currie@bi.com

Juvenile Court

Karen Lippmann  
9300 Quincy Avenue  
Cleveland, Ohio 44106  
Phone: (216) 698-4791  
klippmann@cuyahogacounty.us

- IV. BUDGET - Funding for this CONTRACT is contingent upon the availability of funds and shall not exceed **\$495,000.00** for the term of the CONTRACT. Depending on the financial conditions, program usage and effectiveness, the COURT may independently decide to encumber additional funds to the CONTRACT through a CONTRACT amendment process. The VENDOR has acknowledged that the CONTRACT amount may be adjusted by the COURT at any given time during the CONTRACT period based on program usage and court-referred YOUTH needs through the amendment process as described in Section XVI of this CONTRACT. In the event the funds necessary for the continuation of this CONTRACT are not appropriated, the COURT will notify the VENDOR of such occurrence in writing. This CONTRACT shall thereafter terminate and be rendered null and void on the last day of the last fiscal period for which appropriations were available. Such termination is made pursuant to and in accordance with the terms of this CONTRACT and shall not be considered

to be a breach or default on the part of the COUNTY or the COURT and shall not result in the COUNTY or the COURT having liability to the VENDOR or any third party for any penalty, liability or any other expense.

A. Unit Rate - Unit Rate: The VENDOR will charge the COURT on a daily usage rate per monitor in use. The following unit rates (hereinafter called the "UNIT RATE") shall be paid by the COURT to the VENDOR for each YOUTH receiving as detailed in the Description of Services. The UNIT RATE for each service type is as follows:

- \$3.83/ unit/day for landline/RF monitoring services.
- \$5.08/ unit/day for cell phone monitoring services.
- \$6.25/ unit/day for GPS monitoring services.

If for any reason one (1) or more clients are waiting for a period longer than twenty-four (24) hours to have equipment installed, the VENDOR shall be in non-compliance with the terms of this contractual agreement and liquidated damages of twenty-five dollars (\$25.00) per day per person will be charged to the provider and deducted from the vendor's monthly billing.

B. Incurring Costs - The COURT shall not be responsible for any costs incurred by the VENDOR prior to award of and subsequent to the termination of this CONTRACT.

C. Monthly Fiscal Report - The VENDOR shall, within ten (10) days following the last day of each calendar month, submit two (2) monthly invoices to the COURT. One (1) invoice will be for participants in Home Detention while the other will be for participants in Probation. All invoices shall include the VENDOR'S name, program name, address, phone, invoice number, and month on it. Also each invoice will contain the following information:

- Supervisor's name (or name of unit)
- Probation/Home Detention officer's name
- Offender's name
- Time and date the installed service began, the system removed and service terminated
- Number of days on system for each individual
- Total number of individuals monitored for the month
- Total amount due
- Total number of days by Department (i.e. Detention Center, Probation, by month)

D. Invoices - All invoices must be signed and dated for verification by both the fiscal and programmatic officials. Additional or corrected invoicing for services beyond the previous month must be requested separately in writing describing the reasons for the additional billing along with specific supporting documentation to substantiate the requested claim. Under no circumstances will the COURT accept or process any initial invoices received after sixty (60) days following the end of the month that the service was provided in. For example, if the service was provided within January, then the 60 day period expires on March 31. Failure to comply with submission of the invoice within the ten (10) day submission rule may result in the COURT not processing the invoice for payment.

E. Payment - The COURT shall review invoices for completeness and accuracy before processing for payment. The invoices submitted are subject to adjustment for computational or processing errors, incorrect rates, non-covered services and to audit by the COURT. Incomplete invoices shall be returned for correction.

- V. RETENTION OF ACCOUNTING AND REPORTING PROCEDURES - The VENDOR shall maintain and preserve all fiscal and programmatic records, books, documents and papers that pertain to the performance of this CONTRACT. Such records shall be subject to inspection, review and audit by COURT personnel. The VENDOR shall maintain the aforementioned records for at least five (5) years following the termination of this CONTRACT or longer, as may be required by the applicable records retention schedule.
- VI. PROFESSIONALLY WRITTEN RECORDS - All correspondence and reports to the COURT shall be computer-generated and shall appear professional, with the VENDOR'S name, address, and contact information included.
- VII. ON SITE VISITS - The COURT and the State of Ohio shall be allowed to access, review and discuss activities and records and shall be allowed to interview individual youth, family, and/or VENDOR'S staff that are served or paid in whole or in part under this CONTRACT.
- VIII. INDEMNITY - The VENDOR hereby indemnifies, defends and holds harmless the COUNTY and the COURT and its respective officers, officials, directors, board members, employees, and agents, from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description, that result from (a) the negligent acts or omissions of the VENDOR, including all of its officers, owners, principals, subcontractors, employees, and agents, or (b) breach or default by the VENDOR under any terms or provisions of this AGREEMENT. The VENDOR acknowledges that, as a political subdivision of the State of Ohio, the COUNTY, nor the COURT, does not indemnify any person or entity. The VENDOR agrees that no provision of this contract or any other contract or AGREEMENT between the VENDOR and the COUNTY may be interpreted to obligate the COUNTY and the COURT to indemnify or defend the VENDOR or any other party.
- IX. BUILDING CODES-SAFETY ORDINANCES - If applicable, all buildings, offices and facilities utilized by the program where the youth shall be present shall conform to and abide by all Federal, State, County and City building codes and safety ordinances. Documentation of such shall be presented to the COURT upon request.
- X. INSURANCE - The VENDOR shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this CONTRACT.
- A. Mandatory Insurance Requirements - The following three items (Worker's Compensation Insurance, Commercial General Liability Insurance, and Business Automobile Liability Insurance) are all mandatory requirements unless otherwise specified.
1. Worker's Compensation Insurance as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance

Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).

For Contractors with employees working outside of Ohio, Worker's Compensation Insurance as required by the various state and Federal laws as applicable including Employers' Liability coverage with limits of liability not less than:

- \$1,000,000 each accident for bodily injury by accident;
- \$1,000,000 each employee for bodily injury by disease;
- \$1,000,000 policy limit for bodily injury by disease.

Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

2. Commercial General Liability Insurance with limits of liability not less than:
  - \$1,000,000 each occurrence bodily injury & property damage;
  - \$1,000,000 personal & advertising injury;
  - \$2,000,000 general aggregate;
  - \$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

3. Business Automobile Liability Insurance covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

**B. Insurance Coverage Terms and Conditions** - The insurance policies of the Contractor required for this contract, with the exception of the All Risk Equipment Insurance and Errors & Omissions Insurance, shall each name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the following provisions:

- Thirty (30) days prior notice of cancellation or material change;
  - A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.
1. The insurance required for this contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A VII or above.
  2. These insurance provisions shall not affect or limit the liability of the Contractor stated elsewhere in this Contract or as provided by law.
  3. The Contractor shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.
  4. The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.

5. If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.
6. The Contractor shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

- XI. ANTI-DISCRIMINATION - The County will follow its policies of non-discrimination. VENDOR hereby agrees that in all matters pertaining to the employment of labor, skilled or unskilled, in the performance of this CONTRACT, the VENDOR shall at all times conduct its business in a manner that assures there shall be no discrimination exercised against any person because of race, color, national origin, religion, age, handicap, veteran status or any factor as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that the VENDOR shall fully comply with all appropriate Federal and State laws regarding such regulations including the Americans with Disabilities Act.
- XII. ASSIGNABILITY - None of the work or services covered by this CONTRACT shall be subcontracted without the prior written approval of the COURT.
- XIII. RELIGIOUS AFFILIATIONS - Religious programs/programming if offered shall be voluntary and non-denominational. Non-participation by YOUTH shall not result in any penalty.
- XIV. CONFIDENTIALITY - The VENDOR shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the COURT, its financial affairs, its relations with its citizens and its employees as well as any other information which may be specifically classified as confidential by the COURT. Client related information is highly confidential. All Federal and State regulations and statutes related to confidentiality shall be applicable to the VENDOR and it shall have an appropriate contract with its employees to that effect.
- XV. LICENSURE - The VENDOR shall have the appropriate license(s) or certification(s) necessary to provide the services of this CONTRACT. The VENDOR shall also immediately notify the COURT of any change in licensure status affected by the certifying authority.
- XVI. AMENDMENT - This CONTRACT constitutes the entire agreement of the parties in the subject matter hereof and may not be changed, modified, discharged or extended except by written agreement executed by the COURT and the VENDOR. The VENDOR agrees that no representation or warranties shall be binding upon the COURT unless expressed in writing herein or in a duly executed amendment hereof.




- XVII. TERMINATION - This CONTRACT may be terminated by the COURT or the VENDOR upon thirty (30) days prior written notice to the VENDOR. Termination pursuant to this paragraph shall not affect the COURT'S obligation to pay the VENDOR pursuant to the Budget Section of this CONTRACT for services performed prior to termination.
- XVIII. BREACH OF CONTRACT REMEDIES - Upon breach or default of any of the provisions, obligations or duties embodied in this CONTRACT, the parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and the parties retain the right to exercise all remedies hereinabove mentioned. If the VENDOR fails to perform an obligation or obligations under this CONTRACT and thereafter such failure(s) is (are) waived by the COURT, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by the COURT is not effective unless it is in writing and signed by the COURT.
- XIX. SERVICE CONTINUITY - In the event that the funding for the program is not renewed, and the CONTRACT provides for direct youth services, then the VENDOR shall develop a plan for youth still receiving service at the end of the contract period. This plan shall consist of a re-assessment of the youth's progress and a determination of the best course of action for the youth. Choices would include closing cases, accelerating services or aiding in transferring cases to a funded program.
- XX. ETHICS REQUIREMENTS - The VENDOR shall comply with all County ethics as well as all requirements within the provisions set forth in State of Ohio, Office of the Governor, Executive Order 2007-01S which establishes new ethics requirements.
- XXI. FINDINGS FOR RECOVERY - The VENDOR represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24.
- XXII. PUBLIC RECORDS - All parties hereto acknowledge that the COURT and the County are political subdivisions in the State of Ohio and as such is subject the Ohio Revised Code and other law related to the keeping and access to Public Records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication with the County and any and all documents in any format or media.
- XXIII. GOVERNING LAW AND JURISDICTION - This CONTRACT shall be governed by, and shall be construed and enforced in accordance with the laws of the State of Ohio. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this CONTRACT, and each party consents to the exclusive jurisdiction of such courts. The VENDOR hereby agrees not to challenge any provision in this CONTRACT, including this Governing Law and Jurisdiction provision, and not to attempt to remove any legal action outside of Cuyahoga County for any reason.

- XXIV. This CONTRACT has been properly authorized pursuant to the required provisions of any and all charter provisions, ordinances, resolutions and regulations of COUNTY and the VENDOR. The individuals signing on behalf of the parties to this CONTRACT are authorized to execute this CONTRACT on behalf of the COURT, the COUNTY and the VENDOR. The VENDOR recognizes and agrees that no public official or employee of COUNTY may be deemed to have apparent authority to bind the COUNTY to any contractual obligations not properly authorized pursuant to COUNTY'S Contracting and Purchasing Procedures.
- XXV. CRIMINAL RECORDS CHECK - The VENDOR shall comply with the provisions as specified in the Ohio Revised Code 109.572 regarding criminal records checks for prospective employees and volunteers. The COURT shall receive upon request verification of police checks, reference checks and confirmation of educational requirements for all employees and volunteers of the VENDOR assigned to this program.
- XXVI. ELECTRONIC SIGNATURES - By entering into this CONTRACT, the VENDOR agrees on behalf of the contracting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means and that the electronic signatures affixed by the COUNTY to said documents shall have the same legal effect as if the signature was manually affixed to a paper version of the document. The VENDOR also agrees on behalf of the aforementioned entities and persons to be bound by the provisions of chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.


IN WITNESS WHEREOF, the COURT, the COUNTY, and the VENDOR have executed this CONTRACT as of the date first above written.

BI Incorporated

By:   
Michael Pharms, Assistant Secretary  
Cuyahoga County Court of Common Pleas, Juvenile Court Division

By:   
Marita Kavalec, Court Administrator

Cuyahoga County, Ohio  
Edward FitzGerald, County Executive

By:   
Edward FitzGerald, County Executive