003517

Rancilio Home Confinement Services

Replaced by

004037

Home Confinement Inc.
This "Contract" is made between the COUNTY OF OAKLAND, a Michigan Constitutional Corporation, hereinafter called "County", and the "Contractor" as further described in the following Table. In this Contract, either Contractor or the County may also be referred to individually as a "Party" or jointly as the "Parties".

<table>
<thead>
<tr>
<th>COUNTY OF OAKLAND</th>
<th>RANCILLIO HOME CONFINEMENT SERVICES</th>
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<tbody>
<tr>
<td>2100 Pontiac Lake Road</td>
<td>Michael Gazzarato</td>
</tr>
<tr>
<td>Waterford, MI 48328</td>
<td>26809 Groesbeck Highway</td>
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<tr>
<td>(herein, the &quot;County&quot;)</td>
<td>Clinton Twp, MI 48035</td>
</tr>
<tr>
<td></td>
<td>Vendor I.D. No. 16568</td>
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<td>(herein the &quot;Contractor&quot;)</td>
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This Contract is organized and divided into the following "Section" or "Sections" for the convenience of the Parties.

SECTION 1. CONTRACT DOCUMENTS AND DEFINITIONS
SECTION 2. CONTRACT EFFECTIVE DATE AND TERMINATION
SECTION 3. SCOPE OF CONTRACTOR'S SERVICES
SECTION 4. COUNTY PAYMENT OBLIGATION FOR CONTRACTOR'S SERVICES
SECTION 5. CONTRACTOR ASSURANCES AND WARRANTIES
SECTION 6. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION
SECTION 7. GENERAL TERMS AND CONDITIONS
In consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:

§1. **CONTRACT DOCUMENTS AND DEFINITIONS**

The following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

1.1. "County" means the County of Oakland, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, and "County Agent" as defined below.

1.2. "County Agent" means all elected and appointed officials, directors, board members, council members, commissioners, employees, volunteers, representatives, and/or any such persons’ successors (whether such person act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. "County Agent" shall also include any person who was a "County Agent" anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as an Agent.

1.3. "Contract Administrator" or "County Representative" means the individual by the County to act as a liaison between the County and the Contractor. Any questions or problems the Contractor may have concerning the work under this Contract should be directed to this individual.

1.4. "Contract Documents" means the following documents which are included and fully incorporated into this Contract:

- 1.4.1 Exhibit I: Contractor Insurance Requirements.
- 1.4.2 Exhibit II: Scope of Contractor’s Services.
- 1.4.3 Exhibit III: Construction Drawings and Specifications. (If Applicable)

1.5. "Contractor Employee" means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Contractor, and also includes any Contractor licensees, concessionaires, contractors, subcontractors, independent contractors, contractor’s suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any of the above. "Contractor Employee" shall also include any person who was a Contractor Employee at anytime during the term of this contract but, for any reason, is no longer employed, appointed, or elected in that capacity.

1.6. “Subcontractor” includes only those having a direct contact with the Contractor in the way of labor or materials worked to a special design. One who merely furnishes material to the Contractor is not included in this definition.

1.7. "Claims" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgements, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in
settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the county, or for which the county may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

1.8. "Day" means any calendar day, which shall begin at 12:00:01 a.m. and end at 11:59:59 p.m.

1.9. "Working Day" means any calendar day except Saturday, Sunday, and County legal holidays.

1.10. “E-Verify” is an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their new hired employees. For more information and to register visit https://e-verify.uscis.gov/enroll/.

1.11. "Written Notice" shall be considered properly served if delivered in person to the Contractor, or to a member or office of his company; also if delivered at, or sent by registered mail to, the last known business address of the Contractor.

1.12. "Intellectual Property" means any developments, improvements, designs, innovation, and materials that may be the subject of a trademark/servicemark, copyright or patent, trade secrets or Proprietary Information.

1.13. "Proprietary Information" means ideas, concepts, inventions and processes related to the development and operation of computer software and systems such as source code, object code, security procedures and passwords.

§2. CONTRACT EFFECTIVE DATE AND TERMINATION

2.1. The effective date of this Contract shall be as stated on the first page of this Contract, and unless otherwise terminated or canceled as provided below, it shall end at 11:59:59 p.m. on the "Contract Expiration Date" shown on the first page of this Contract, at which time this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract after Contract Expiration Date. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to the Contractor shall be due or owing for any Contractor services until and unless:

2.1.1. This Contract is signed by a Contractor Employee, legally authorized to bind the Contractor.

2.1.2. Any and all Contractor Certificates of Insurance and any other conditions precedent to the Contract have been submitted and accepted by the County.

2.1.3. This Contract is signed by an authorized agent of the Oakland County Purchasing Division, as provided for on the signature page of this Contract, who shall be the final signatory to this Contract.

2.2. The County may terminate and/or cancel this Contract (or any part thereof) at any time during the term, any renewal, or any extension of this Contract, upon ninety (90) days written
notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. Notwithstanding the above, if the County is being reimbursed for any cost or expenses incurred under this Contract by any third party, including any Federal, State or local governmental agency, and any such third party funding is terminated, the County may terminate, end or cancel this Contract immediately upon written notice to the Contractor. The effective date for termination or cancellation shall be clearly stated in the written notice.

2.3. The County's sole obligation in the event of termination is for payment for actual services rendered by the Contractor before the effective date of termination. Under no circumstances shall the County be liable for any future loss of income, profits, any consequential damages or any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination and/or cancellation of this Contract. The County shall not be obligated to pay Contractor any cancellation or termination fee if this Contract is cancelled or terminated as provided herein.

2.4. Contractor may terminate and/or cancel this Contract (or any part thereof) at anytime upon one hundred and eighty days (180) days written notice to the County, if the County defaults in any obligation contained herein, and within the one hundred and eighty days (180) notice period the County has failed or has not attempted to cure any such default. The effective date of termination and/or cancellation and the specific alleged default shall be clearly stated in the written notice.

2.5. Under no circumstances shall the County be obligated to pay the contractor for any Services rendered or Goods delivered which have not been invoiced, as required herein, within sixty (60) days of the date such Goods were actually delivered to the County or Services were actually rendered pursuant to this Contract.

3. SCOPE OF CONTRACTOR'S SERVICES
3.1. The Contractor shall perform all work identified and itemized in Exhibit II: "Scope of Contractor's Services".

3.2. The work performed by Contractor shall be done pursuant to the Drawings and Specifications attached as Exhibit III. (If Applicable)

4. COUNTY PAYMENT OBLIGATIONS FOR CONTRACTOR'S SERVICES
4.1. Except as otherwise expressly provided for in this Contract, the County's sole financial obligation to the Contractor for any services under this Contract shall be:

4.1.1. In no event, shall the County's amount due and owing the Contractor for any and all services rendered exceed the amount identified as the "NOT TO EXCEED AMOUNT" on the first page of this Contract. In the event the Contractor can reasonably foresee the total billings for its services will exceed this "NOT TO EXCEED AMOUNT", the Contractor shall provide the County with notice of this contingency at least fifteen (15) Days before this event.

4.1.1. The Contractor shall submit an invoice to the County which shall itemize all amounts due and/or owing by the County under this Contract, as the date of the invoice. The invoices shall be submitted in the form and schedule approved by the County. The
County shall have no obligation to make payment until a proper invoice of service is submitted. The County reserves the right to make partial payments on account of the amount due the Contractor as the work progresses.

4.2. Payment Schedule.
   4.2.1 Payment schedule as specified in Exhibit II Scope of Contractor's Services.
   4.2.2 Final payment for the work performed under this Contract shall not be made until all work is satisfactorily performed and final clean-up has been performed.

4.3. Under no circumstances shall the County be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental or consequential damages incurred or suffered by Contractor in connection with or resulting from the Contractor's providing any services under this Contract.

4.4. The County has the right to offset any amounts due and owing to the Contractor should the County incur any cost associated with this Contract that is the obligations of Contractor under this Contract. This includes withholding payment in the amount of any County provided equipment, supplies or identification badges that are not returned by Contractor upon completion of the services provided under this Contract.

4.5. This Contract does not authorize any in-kind services by either Party, unless expressly provided herein.

   4.6.1 Changes in the Contract, Contract price or Scope of Work shall only occur in writing via a "Contract Change Order".
   4.6.2 Contract Change Orders shall be used to reflect additions to, reductions in, or changes to the Scope of Work (Exhibit II), Construction Drawings and Specifications (Exhibit III) (If Applicable), Contract price, or any other changes to the Contract.
   4.6.3 The Contract Change Order shall indicate the reason for the addition, reduction, change, the cost impact, the new total Contract price and the resulting impact on the work schedules.

5. CONTRACTOR'S ASSURANCES AND WARRANTIES

5.1. The Contractor certifies that all statements, assurances, records, and materials submitted to County in connection with securing this Contract have been truthful, complete and accurate in all respects. The Contractor agrees and understands that any material false statement, representation or omission made in connection with its seeking or obtaining this Contract may be grounds for canceling or terminating this Contract and/or debarring the Contractor from future County contracts. The County's right to cancel this Contract as provided herein shall be in addition to any other rights the County has to terminate or cancel this Contract.

5.2. Service Warranty. Contractor warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.
5.3. Business and Professional Licenses. The Contractor will obtain and maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.

5.4. Equipment and Supplies. The Contractor is responsible for providing equipment and supplies required to complete the specified services under the Contract unless otherwise expressly set forth in the Contract.

5.5. Taxes. The Contractor shall pay, its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. The County shall not be liable to or be required to reimburse the Contractor for any federal, state and local taxes or fees of any kind.

5.6. Contractor’s Incidental Expenses. Except as otherwise expressly provided in this Contract, the Contractor shall be solely responsible and liable for all costs and expenses incident to the performance of all services for the County including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.

5.7. E-Verify. In accordance with Miscellaneous Resolution No.09116 (BOC Minutes, July 30, 2009, pp 37-38), unless otherwise exempted, all service contractors and/or vendors who wish to contract with the County to provide services must first certify they have registered with, will participate in, and continue utilize, once registered, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the contractors and/or vendors. Breach of this term or conditions is considered a material breach of this agreement.

5.8. Contractor’s/Vendor’s execution of this agreement constitutes a certification that they are authorized to certify on behalf of contractor/vendor and do hereby certify on behalf of contractor/vendor that the contractor/vendor has registered with, has and will participate in, and does and will continue utilize once registered and throughout the term of this contract and any permissible extension hereof, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the contractors and/or vendors.

5.9. Contractor Employees.

5.9.1. The Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to provide the services under this Contract. Contractor shall ensure all Contractor Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates, and governmental authorizations as may required by law.

5.9.2. The Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. The Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employee.

5.9.3. All Contractor Employees shall wear and display appropriate County provided identification at all times while working on County premises. The Contractor shall
return all County provided identification when any of the following situations occur:
(1) Upon completion of the last day of work provided under this Contract; (2) when a Contractor Employee has completed the work under this Contract; or (3) when a Contractor Employee no longer works for Contractor.

5.9.4. All Contractor Employees assigned to work under this Contract may, at the County’s discretion, be subject to a security check and clearance by the County.

5.9.5. All newly hired Contractor Employees, unless otherwise excluded under Misc. Resolution No. 09116 must undergo employment eligibility verification through the E-Verify system. Failure of to verify newly hired employees is a material breach of this agreement.

5.10: Contractor Employee-Related Expenses. All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance) and the Contractor warrants that all Contractor Employees shall fully comply with and adheres to all of the terms of this Contract. The Contractor shall be solely and completely liable for any and all applicable Contractor Employee's federal, state, or local payment withholdings or contributions and/or any and all Contractor Employee related pension or welfare benefits plan contribution under federal or state law. The Contractor shall indemnify and hold the County harmless for all Claims against the County by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between the Contractor and any Contractor Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.

5.11. Full Knowledge of Service Expectations and Attendant Circumstances. The Contractor warrants that before submitting its bid and entering into this Contract, it had a full opportunity to review the proposed services, examine all measurements, dimensions, and existing conditions of the work area for this Contract and to review all County requirements and expectations under this Contract. The Contractor is responsible for being adequately and properly prepared to execute and perform this Contract. The Contractor has satisfied itself in all material respects that it will be able to perform all obligations under the Contract as specified herein.

5.12. The Contractor's Relationship To The County Is That Of An Independent Contractor. Nothing in this Contract is intended to establish an employer-employee relationship between the County and either the Contractor or any Contractor Employee. All Contractor Employees assigned to provide services under this Contract by the Contractor shall, in all cases, be deemed employees of the Contractor and not employees, agents or sub-contractors of the County.

6. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION

6.1. Indemnification.

6.1.1. The Contractor shall indemnify and hold the County harmless from any and all Claims which are incurred by or asserted against the County by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of the Contractor or Contractor’s Employees, including, without limitation, all Claims relating to injury or death of any person or damage to any property.
6.1.2. The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies. During the term of this Contract, if the validity or collectability of the Contractor's insurance is disputed by the insurance company, the Contractor shall indemnify the County for all claims asserted against the County and if the insurance company prevails, the Contractor shall indemnify the County for uncollectible accounts.

6.1.3. The Contractor shall have no rights against the County for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the County except as expressly provided herein.

6.1.4. The Contractor waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the County based upon any Claim brought against the County suffered by a Contractor Employee.

6.2. Contractor Provided Insurance.

6.2.1. At all times during this Contract, including renewals or extensions, Contractor shall obtain and maintain insurance according to the specifications indicated in Exhibit I: Contractor Insurance Requirements.

7. GENERAL TERMS AND CONDITIONS

7.1. Notification and Access to County Facilities.

7.1.1. While the Contractor retains the right to perform work at any time, the Contractor shall give the County three (3) working days notice before commencement of work under this Contract and the Contractor must obtain prior permission from the County for access to County facilities after the County's regular business hours.

7.1.2. The County shall have full access to the work site and full access to the off-site preparation and fabrication facilities.

7.2. Use of County's Premises. The Contractor shall confine its equipment, apparatus, materials and products, and operations of Contractor Employees to the limits indicated by law, ordinances, permits or directions of the County and shall not unnecessarily encumber the work site and County premises with its materials, products, or equipment.

7.3. Damage to County Property and Premises.

7.3.1. The Contractor shall be responsible for any damage to the County premises or property and the work site that is caused by the Contractor or Contractor Employees.

7.3.2. The Contractor shall take all necessary measures to prevent damage to County property and premises including other areas of the building and grounds and buildings and grounds located adjacent to the work site.

7.3.3. Should damage occur as a result of the Contractor's actions or the actions of the Contractor Employees, the Contractor is responsible for the repair and/or replacement of the damage. If the Contractor fails to repair or replace the damage, the County shall repair and/or replace the damaged area and charge the Contractor or deduct the amount from the Contractor's payment, at the County's option.

7.4. Cleaning.
7.4.1. The Contractor shall at all times keep the work site, the County's property and premises, the adjoining property and premises, driveways, and streets clean of rubbish and debris. At the completion of this Contract, Contractor shall remove all rubbish, debris, tools, equipment, temporary work and surplus materials from and about the work site and shall leave the work site clean and ready for use. If the Contractor does not perform such cleaning immediately upon request, the County may perform such cleaning and charge the cost to the Contractor.

7.4.2. While performing work under this Contract, the Contractor shall store its materials, products, supplies, and equipment in a neat and orderly manner so as not to unduly interfere with the progress of work under this Contract or the operation of County business.

7.4.3. The Contractor shall clean-up the work site on a daily basis to remove rubbish and debris from that day's work.

7.4.4. The Contractor shall remove all rubbish and debris from County property and premise and legally dispose of it. No burning of debris or rubbish shall be permitted.

7.5. Materials, Equipment and Construction.

7.5.1. Prior to commencing work under this Contract, the Contractor shall verify all measurements and conditions at the work site and shall be responsible for the accuracy of such measurements and conditions. No extras shall be paid due to differences between actual dimensions taken by the Contractor and those indicated in the Drawings and Specifications. The Contractor shall immediately notify the County of any discrepancies discovered.

7.5.2. All work performed under this Contract shall conform to the best current practice at the respective trades. All equipment, materials and products used in the work under this Contract shall be new and of the best grade of its kind for the purpose. The Contractor shall furnish evidence as to kind and quality of materials and products, upon request of the County.

7.5.3. The Contractor shall deliver all materials and products to the work site in their original unopened containers bearing the names of the manufacturer and brand. Materials and products shall be handled and stored as recommended by the manufacturer to prevent damage.

7.5.4. The Contractor shall retain all stored items at and around the work site in an orderly manner allowing maximum access to the work site, not impeding drainage or traffic, and providing the required protection of materials and products.

7.5.5. The Contractor shall confine his equipment, apparatus, the storage of materials and operations of his employees to the limits indicated by law, ordinances, permits or directions of the County and shall not unnecessarily encumber the premises with his materials or equipment.

7.5.6. In general, it is the intent of these Specifications to permit the use of equipment of any manufacture so long as they are fully consistent, in the opinion of the County, with the quality and performance requirements of the job. This is indicated by the use of the words "or approved equal" following specific trade name or manufacture.
7.5.7. When the Contractor wishes to use a product as an approved equal, he must seek prior approval of the County Representative.

7.5.8. Should the Contractor use sub-standard or non-specified materials or products, such materials or products shall be removed and replaced with the proper or correct materials or products at Contractor's expense.

7.5.9. Within twenty-four (24) hours after receiving written notice from the County, the Contractor shall remove from the grounds or buildings all material, products, fixtures or apparatus that do not conform to the Drawings and Specifications as set forth in Exhibit III (If Applicable) or the conditions of the Contract as determined by the County.

7.5.10. The County shall have the right to order the work wholly or partially stopped until the objectionable work, materials, products, fixtures or apparatus are removed or to declare the Contract forfeited for non-performance or not being executed according to the intent or meaning of the Drawings and Specifications, set forth in Exhibit III. (If Applicable)

7.5.11. Contractors working for Oakland County are responsible for being adequately and properly prepared to execute the Contract. They are expected to maintain high standards of workmanship, representing the best traditions of the trade.

7.5.12. In the event the Contractor shall fail, neglect, or refuse to perform any or all of his duties under this Contract, the County, after giving the Contractor seven (7) calendar days notice in writing, may perform or employ another entity to perform such duties under the Contract and charge the Contractor or deduct the amount from the Contractor's payment due under this Contract, at the County's option.

7.5.13. All materials, products and work used in the performance of this Contract shall comply with all applicable federal, state and local codes.

7.6. Safety. As stated in Exhibit II

7.7. Guarantees. As stated in Exhibit II

7.8. Bonding Requirements. As stated in Exhibit II

7.9. Liens. As stated in Exhibit II

7.10. Cumulative Remedies. A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.

7.11. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:

"CONTRACTOR'S ASSURANCES AND WARRANTIES";
"CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION";
"Damage Clean Up To County Property and/or Premises";
"Audit";
"Severability";
7.12. County Right to Suspend Services. Upon written notice, the County may suspend performance of this Contract if Contractor has failed to comply with federal, state, or local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the County's right to terminate and/or cancel this Contract. The County shall incur no penalty, expense, or liability to Contractor if the County suspends services under this Section.

7.13. No Third Party Beneficiaries. Except as provided for the benefit of the Parties or except as specifically set forth in the Contract, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.

7.14. Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract, including zoning and building codes and MIOSHA guidelines.

7.15. Permits and Licenses. Contractor shall be responsible for obtaining and maintaining throughout the term of this Contract all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Contract and to conduct business under this Contract. Upon request by the County, Contractor shall furnish copies of any permit, license, certificate or governmental authorizations necessary to provide services under this Contract. The Contractor shall deliver all certificates of inspection to the County, if applicable.

7.15.1. The County Representative or Contract Administrator shall act as inspector for this project.

7.15.2. The inspector shall have access to the Work under this Contract. Off-site preparation, fabrication, or execution of Work under this Contract shall be inspected as required.

7.16. Discrimination. Contractor shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap in violation of State and Federal law.

7.16.1. Contractor shall promptly notify the County of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Contractor.

7.16.2. The County, in its discretion, may consider any illegal discrimination described above as a breach of this Contract and may terminate or cancel this Contract immediately with notice.

7.17. Reservation of Rights. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the County.

7.18. Force Majeure. Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to
any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, any law, order, regulation, direction, action, or request of the United States government or of any other government, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event. The Contractor is expected, through insurance or alternative temporary or emergency service arrangements, to continue its obligations under this contract in the event of a reasonably anticipated, insurable business risk such as business interruption and/or any insurable casualty or loss.

7.19. Conflict of Interest. Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.321, et seq.), no contracts shall be entered into between the County, including all agencies and departments thereof, and any County Agent. To avoid any real or perceived conflict of interest, Contractor shall identify any Contractor Employee or relative of Contractor's Employees who are presently employed by the County. Contractor shall give the County notice if there are any County Agents or relatives of County Agents who are presently employed by Contractor.

7.20. Grant Compliance. If any part of this Contract is supported or paid for with any state or federal funds granted to the County, the Contractor shall comply with all applicable grant requirements.

7.21. Project Managers. Each Party shall designate an employee or agent to act as a Project Manager. The Project Managers shall serve as a contact point for all matters related to the services to be performed under this Contract. The Contractor's Project Manager shall coordinate with the County's Project Manager; the Contractor shall provide the name and qualifications of its Project Manager and an alternate.

7.22. Contract Administrator. Each Party may designate an employee or agent to act as Contract Administrator. The County's Contract Administrator shall be responsible for such activities as monitoring deliverables and funding, addressing the quality of services provided by the Contractor, reviewing invoices and submitting requests to the County's procurement authority for any contract modification in accordance with Sections 7.32 of this Contract.

7.23. Dispute Resolution. All disputes arising under or relating to the execution, interpretation, performance, or nonperformance of this Contract involving or affecting the Parties may first be submitted to the respective Project Managers and Contract Administrators for possible resolution. The Project Managers and Contract Administrators may promptly meet and confer in an effort to resolve such dispute. If the Project Managers cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Contract or their successors in office. The signatories of this Contract may meet promptly and confer in an effort to resolve such dispute.

7.24. Access and Records. Contractor will maintain accurate books and records in connection with the services provided under this Contract for thirty-six (36) months after end of this Contract, and provide the County with reasonable access to such book and records.

7.25. Audit. Contractor shall allow the County's Auditing Division, or an independent auditor hired by the County, to perform finance compliance audits with the authority to access all
pertinent records and interview any Contractor Employee throughout the term of this Contract, and for a period of three years after final payment.

7.25.1. Contractor shall explain any audit finding, questionable costs, or other Contract compliance deficiencies to the County within thirty (30) business days of receiving the draft audit report. Contractor’s written response shall include all necessary documents and information that refute the draft audit report, and an action plan to resolve the audit findings. A copy of the Contractor’s response will be included in the final report. Failure by the Contractor to respond in writing within thirty (30) business days shall be deemed acceptance of the draft audit report, and will be noted in the final report.


7.26.1. The Contractor shall not assign, delegate, or subcontract any part of this Contract without the prior written consent of the County.

7.26.2. The rights and obligations under this Contract shall not be diminished in any manner by assignment, delegation or subcontract.

7.26.3. Any assignment, delegation, or subcontract by Contractor must include a requirement that the assignee, delegatee, or subcontractor will comply with the rights and obligations contained in this Contract.

7.26.4. The Contractor shall remain primarily liable for all work performed by any subcontractors. The Contractor shall remain liable to the County for any obligations under the Contract not completely performed or incorrectly performed by any Contractor delegate or subcontractor.

7.26.5. The Contractor shall be fully responsible to the County for the acts and omissions of its subcontractors.

7.26.6. Should a subcontractor fail to provide the work as required by the Contract, the Contractor shall contract with another entity to perform the work in a timely manner. Any additional costs associated with securing a competent subcontractor and performing the required work shall be the sole responsibility of the Contractor.

7.26.7. The County reserves the right to let other contracts in connection with this Work even if of like character to the Work under this Contract. The Contractor shall coordinate his work with theirs.

7.26.8. If any part of the Contractor's services depends upon the work of any other contractor or subcontractor, the Contractor shall inspect and promptly report to the County any defects in such work that shall render it unsuitable. The failure to inspect and report shall constitute an acceptance of the other contractor's or subcontractor's services.

7.26.9. This Contract cannot be sold.

7.26.10. In the event that a Petition in Bankruptcy is filed and there is an assignment of this Contract by a Court, the County may declare this Contract null and void.

7.27. Non Exclusive Contract. No provision in this Contract limits, or is intended to limit, in any way the Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, this Contract is a non-exclusive agreement and the County may freely engage other persons to perform the same work that the Contractor performs. Except as
provided in this Contract, this Contract shall not be construed to guarantee the Contractor or any Contractor Employee any number of fixed or certain number or quantity of hours or services to be rendered to the County.

7.28. No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.

7.29. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Contractor’s promise to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.

7.30. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this contract shall be deemed the appropriate plurality, gender or possession as the context requires.

7.31. Notices. Notices given under this Contract shall be in writing and shall either be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given when one of the following occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

7.31.1. If notice is sent to the Contractor, it shall be addressed to the individual and sent to the address listed on the first page of this Contract.

7.31.2. If notice is sent to the County, it shall be addressed to the Contract Administrator and sent to the address listed on the first page of this Contract.

7.31.3. Either Party may change the address or individual to which notice is sent by notifying the other party in writing of the change.

7.32. Contract Modifications or Amendments. Any modifications, amendments, recisions, waivers, or releases to this Contract must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recision, waiver, or release shall be signed by an expressly authorized Contractor Employee and by the same person who signed the Contract for the County or other County Agent as authorized by the Oakland County Board of Commissioners.
7.33. Precedence of Documents. In the event of a conflict between the terms and conditions in any of the documents comprising this Contract, the conflict shall be resolved as follows:

7.33.1. The terms and conditions contained in this main Contract document shall prevail and take precedence over any allegedly conflicting provisions in all other Exhibits and documents.

7.34. Governing Laws/Consent to Jurisdiction and Venue. This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgement obtained in such forum or taking action under this Contract to enforce such judgement in any appropriate jurisdiction.

7.35. Contractor Use of Confidential Information. The Contractor and/or Contractor Employees shall not reproduce, provide, disclose, or give access to Confidential Information to any third party, or to any Contractor Employee not having a legitimate need to know any such information and data, and shall not use the Confidential Information for any purpose other than performing its services under this Contract. Notwithstanding the foregoing, Contractor may disclose the Confidential Information if required by law, statute or other legal process; provided that Contractor (i) gives County prompt written notice of an impending disclosure, (ii) provides reasonable assistance to County in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required.

7.35.1. This Contract imposes no obligation upon Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence: (i) was in the possession of, or was known by Contractor, prior to its receipt from the County, without an obligation to maintain its confidentiality; or (ii) is obtained by Contractor from a third party having the right to disclose it, without an obligation to keep such information confidential.

7.35.2. As used in this Contract, Confidential Information means all information that the County is required or permitted by law to keep confidential.

7.36. Contractor Use of County Licensed Software. In order for the Contractor to perform its services under this Contract, the County may permit Contractor or Contractor Employees to access certain copyrighted Software licensed to the County. Contractor or Contractor Employees shall not: transfer, remove, use, copy, or otherwise provide or make available any such copyrighted Software or Documentation to any other person or entity, for any purpose, without the prior written consent of the County and/or the licensor. Furthermore, neither the Contractor nor Contractor Employee shall produce a source listing, decompile, disassemble, or otherwise reverse engineer any copyrighted Software. Neither the Contractor nor Contractor Employee shall use any copyrighted software contrary to the provisions of any applicable Software license agreement or state or federal law.
7.37. Assignment of Rights. In consideration for the work Contractor performs under this Contract, and the fees paid to Contractor for services, Contractor agrees to the following:

7.37.1. Contractor shall have no copyright, patent, trademark or trade secret rights in County Intellectual Property.

7.37.2. Any and all programs, inventions and other work or authorship developed by Contractor while performing services to County are works made for hire, created for and owned exclusively by County.

7.37.3. Contractor assigns to County all rights and interest in County Intellectual Property, which Contractor has made or conceived, or may make and conceive, either solely or jointly with others, either on or off county premises (1) while providing services to County, or (2) with the use of the time, materials or facilities of the County.

7.37.4. Contractor shall sign any papers necessary for patents, copyrights or trademark registrations to give title to County.

7.38. Confidential Information. Contractor acknowledges:

7.38.1. That the County is developing and using Proprietary Information and Intellectual Property that is valuable to its operations. The County has instituted policies and procedures to protect this information. In performance of its obligations under this Contract, Contractor may become acquainted with County Proprietary Information and Intellectual Property.

7.38.2. Either during or after the term of this Contract, Contractor shall not disclose to anyone or use any County Proprietary Information and Intellectual Property disclosed to Contractor while providing services to County under this Contract. This obligation does not apply to information after it becomes generally known to the public.

7.38.3. Contractor shall not disclose any Intellectual Property belonging to a third party that Contractor learns about by virtue of providing services to the County.

7.39. Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.
The undersigned executes this Contract on behalf of Contractor and the County, and by doing so legally obligates and binds Contractor and the County to the terms and conditions of this Contract.

FOR THE CONTRACTOR:

BY: [Signature] DATE: 6/20/12

appeared in person before me this day and executed this Contract on behalf of Contractor and acknowledged to me under oath that they have taken all actions and secured any and all necessary approvals and authorizations and has the requisite authority from Contractor to fully and completely obligate and bind Contractor to the terms and conditions of this Contract and any and all other documents incorporated by reference and also acknowledged to me under oath having been provided with copies and having read and reviewed all Contract documents including all documents incorporated by reference.

Subscribed and sworn to before me on this 20 day of June, 2012.

[Signature]

Notary Public, State of Michigan.

Macomb County

My Commission Expires: 2/14/17

Acting in the County of Macomb

FOR THE COUNTY:

BY: [Signature] DATE: 6/20/12

Jack Sato Smith, Manager
Oakland County Purchasing Division

APPROVED AS TO SCOPE OF CONTRACTOR SERVICES:

BY: [Signature] DATE: 6-27-12

Barbara Hankey
Contract Administrator

Community Corrections
250 Elizabeth Lake Rd
Suite 1520
Pontiac MI 48341
CONTRACTOR INSURANCE REQUIREMENTS

1. At all times during this Contract, including renewals or extensions, Contractor shall obtain and maintain insurance according to the following specifications:

   a. Commercial General Liability - with the following as minimum requirements:

      $3,000,000 – Each Occurrence (Total Limit)
         Occurrence Form Policy
         Broad Form Property Damage
         Premises/Operations
         Independent Contractors
         Products and Completed Operations
         (Blanket) Broad Form Contractual
         Personal Injury - Delete Contractual Exclusion
         Additional Insured: The County of Oakland and County Agents (as defined in this Contract);

   b. Workers' Compensation - as statutorily required by law - Employers Liability with minimum limits of $500,000 each accident, $500,000 disease each employee and $500,000 disease policy limit;

   c. Automobile Liability and Property Damage - $1,000,000 each occurrence, including coverage for all owned, hired and non-owned vehicles including No Fault coverage as required by law;

   d. Professional Liability/Errors & Omissions Insurance (as applicable) - with minimum limits of $1,000,000 per claim and $1,000,000 dollars aggregate.

2. General Certificates of Insurance:

   a. All Certificates of Insurance shall contain evidence of the following conditions and/or clauses and shall be sent to: The County of Oakland and County Agents, Oakland County Purchasing Division, 2100 Pontiac Lake Road, Bldg 41W, Waterford, MI 48328-0462 or fax 248-858-1677.

   b. The County of Oakland and County Agents (as defined in this Contract) shall be named as “General Liability” Additional Insured with respect to work performed by the Contractor.

   c. All Certificates are to provide 30 days written notice of material change, cancellation, or non-renewal. Certificates of Insurance or insurance binders must be provided no less than ten (10) working days before commencement of work to the Oakland County Purchasing Division. Insurance carriers are subject to the approval of Oakland County.
EXHIBIT II

SCOPE OF CONTRACTOR'S SERVICES

For Oakland County Community Corrections Electronic Monitoring Program, Rancilio Home Confinement Services shall provide electronic monitoring services that adhere to the following guidelines and requirements:

Operational Requirements

1. The Contractor shall sufficiently staff, maintain and operate a 24 hour a day, 7 day week monitoring center.

2. The Contractors shall be capable of providing services 24 hours a day, 7 days a week. This will include installations and removals on weekdays, weekends and holidays, at the request of the County. Ideally the Contractor will have an office within close proximity to the Oakland County Jail and the Oakland County governmental offices.

3. The Contractor shall appoint a liaison for the County to participate in periodic meetings and discussions on contract performance.

4. The Contractor agrees that personnel assigned to this program will submit to a finger-print based criminal history record check prior to commencing work. The Contractor understands the County reserves the right to disapprove any individual with a criminal record.

5. The Contractor agrees that if any personnel assigned to this program are arrested, the Contractor will notify the County. The County reserves the right to disapprove that employee's continued work on this program.

6. The Contractor must agree that the County has the right to review and inspect all work performed.

7. The Contractor must agree to provide the County with written daily summaries of all events, alerts and violations. Reports are to be received no later than 24 hours, or next business day after the event, alert, violation occurs. Reports must include the date and time of event, alert, violation and must also include detailed contractor response to same.

8. The Contractor will contact the County upon receiving any events, alerts, violations during normal business hours (8:30 – 5:00).

9. The Contractor will provide the County with statistical reports as requested and as available.
10. The Contractor will be required to submit monthly invoices to the County no later than the 10th day of the month following service provided.

11. The Contractor will be required to provide 24 hour written notice to the County prior to removal of any equipment due to non-payment on client based pay cases.

Technical Support Requirements

1. The Contractor shall be capable of receiving immediate alert notification 24 hours a day, 7 days a week.

2. The Contractor shall be capable of conducting alert analysis and resolution using defined protocols, which will include notifying the County of all alerts and notifying law enforcement and victims immediately for certain types of alerts related to monitoring.

3. The Contractor shall offer access to live or on-site technical support personnel, who shall be available 24 hours a day, 7 days a week. This support should be at no additional cost to the County and shall include but not limited to troubleshooting, event interpretation and application questions. If technical support cannot remedy the issue, the Contractor is responsible for providing a written response with recommendation for resolution to the County within 24 hours.

4. The Contractor shall accept all telephone calls from offenders and immediately forward any and all concerns or emergencies to the County.

5. The Contractor shall be able to provide testimony regarding the performance and technology of the equipment and services as requested by the County.

6. The Contractor shall be responsible for all data entry associated with offender enrollments, schedules, activity data, and notification/response of violations.

7. The Contractor must be willing to provide training to the County on hardware and software as requested to ensure proficiency in the installation, operation, monitoring and removal of equipment.

8. The Contractor must provide, in paper or electronic form, a complete set of user manuals for all equipment and software.

9. The Contractor shall be responsible for the maintenance and repair/replacement of all equipment for the duration of the contract at no additional cost. The Contractor shall provide maintenance and/or repair/replace equipment within 24 hours from the time the issue was identified.

10. The Contractor shall be capable to install equipment at a location requested by the County within 2 hours of notification. The Contractor shall also be capable to inspect/remove equipment at requested location within 12 hours following notification by the County.
11. The Contractor shall be able to fulfill the County’s request for additional equipment within 24 hours and shall be responsible for all shipping costs.

12. The Contractor must furnish all necessary tools to install and remove equipment at no additional cost.

13. The Contractor must supply all replaceable or rechargeable batteries, straps, pins, back/face plates, data chargers/home base units at no additional cost.

GPS Hardware Requirements

1. The GPS unit must be capable of being worn on the offender’s ankle and fit any size offender.

2. The GPS unit must be sealed and water resistant. It should allow the offender / defendant the ability to shower or bathe in a normal manner.

3. The GPS unit must be durable and shock proof.

4. The GPS unit must be hypo-allergenic and not pose a safety risk or health hazard to the offender.

5. The GPS unit must be capable of receiving and reporting location points at a frequency not to exceed 1 minute during non-violation and not to exceed 15 seconds during violation.

6. The GPS unit must be capable of operating in active, passive or hybrid modes.

7. The GPS unit must be capable of communicating to a host system through a cellular network.

8. The GPS unit must be configured to utilize one of two or more cellular networks.

9. The GPS unit must be capable of detecting and reporting physical tampering.

10. The GPS unit must have a rechargeable battery that operates on a standard 110v household circuit.

11. The GPS unit must have a rechargeable battery capable of maintaining a charge for a minimum of 16 hours.

12. The GPS unit must be capable of completing a full charge within 2 hours.

13. The GPS unit must be capable of storing data when the battery is depleted.

14. The GPS unit must be capable of recording and storing date a minimum of 1-2 days in the event of a communication disruption.
15. The GPS unit, if used in conjunction with a home base unit, must be capable of allowing a range not to exceed 150 feet.

16. The GPS unit must be capable of direct communication with the offender through the unit (i.e.: voice, tone, vibration, LED, LCD)

17. The GPS unit must have an initial signal acquisition time of no more than 2 minutes.

18. In the event of a communication failure, the GPS unit must have a signal acquisition time of no more than 10 minutes.

19. The GPS unit must be capable of immediately generating an alert in the event(s) of the following alarms / violations including but not limited to:
   - Tamper
   - No GPS
   - Motion no GPS
   - Battery Low, Critical, Shutdown
   - Unable to Communicate / communication failure
   - Inclusion/Exclusion Zone Violations

**GPS Software Requirements**

1. The Contractor's host system must be accessible to the County via the internet through a secure web browser interface. Access must accommodate up to 25 simultaneous users designated by the County.

2. The Contractor must be able to create user groups with varying access privileges (i.e. read/ write, and read only).

3. Offender data must be accessible for a minimum of 18 months before it is archived. Data shall be retained for a minimum of 5 years.

4. The software system must display the physical location of the monitored offender on a user friendly interactive map containing recognizable state, county, municipality, and street names. Every GPS point recorded must be displayed along with the time, direction, speed of travel, and signal strength.

5. The accuracy of each location point must not exceed 15 feet.

6. In the event that a home beacon is used, the allowable range between the beacon and the unit must not exceed 150 feet.
7. The software system must provide the ability to conduct a reverse geocode search in which a known location data point is used to look up the nearest physical address.

8. The software system must provide the ability to print maps of the offender’s location points.

9. The software system must provide the ability to configure multiple schedules for a single offender (weekday v. weekend).

10. The system must provide the ability to establish and edit exclusion and inclusion zones and should have the ability to establish and edit mobile zones, travel zones, jurisdictional zones, and buffer zones if necessary.

11. The software system must be able to provide the ability to establish zones for individually monitored offenders as well as for groups of monitored offenders.

12. The software system must be able to create various shaped zones for monitored offenders. Zones should also be able to be manipulated manually.

13. The software system must be capable of accurately restricting an offender’s inclusion zone(s) not to exceed 300 feet.

14. The software system must be capable of accurately restricting an offender’s exclusion zone to a minimum of 1000 feet.

Alcohol Hardware / Software Requirements

1. The Alcohol unit must be capable of being worn on the offender’s ankle and fit any size offender.

2. The Alcohol unit must be sealed and water resistant. It should allow the offender / defendant the ability to shower or bathe in a normal manner.

3. The Alcohol unit must be durable and shock proof.

4. The Alcohol unit must be hypo-allergenic and not pose a safety risk or health hazard to the offender.

5. The Alcohol unit must be able to be used with a digital and/or analog phone line as well as have cellular capability in the event an offender does not have a home phone.

6. The Alcohol unit must be capable of detecting and recording alcohol and/or the presence of an obstruction 24 hours a day. Additionally, the Alcohol unit must be able measure and report temperature at all times.
7. The Alcohol unit must allow download of information a minimum of once per 24 hour time period and must generate an alert if there is incomplete data or a failure to download for any reason.

8. The Alcohol unit, in conjunction with the home base unit, must allow a range of communication not to exceed 50 feet.

9. The Alcohol unit must be capable of storing data for a minimum of 5 days in the event of loss of communication, failure to download or equipment failure.

10. The Alcohol unit must be capable of a direct or manual download in the event of loss of communication, failure to download or equipment failure.

11. The Alcohol unit must have the capability to identify and generate an alert in the event of the following violations, including but not limited to:
   - Alcohol event
   - Obstruction
   - Tamper
   - Battery (if applicable)

12. The Alcohol unit must be capable of identifying and reporting alcohol at a TAC at or above .02.

13. The Alcohol unit must test samples at intervals not to exceed 30 minutes.

14. The Contractor must submit all alerts to the manufacturer immediately upon receiving the alert and must report all findings to the County within 24 hours of alert being submitted to the manufacturer.

15. The Contractor’s host system must be accessible to the County via the internet through a secure web browser interface. Access must accommodate up to 25 simultaneous users designated by the County.

16. The Contractor must be able to create user groups with varying access privileges (i.e. read/ write, and read only).

17. Offender data must be accessible for a minimum of 18 months before it is archived. Data shall be retained for a minimum of 5 years.

**Equipment and Pricing**

Contractor shall use the equipment proposed in their response to solicitation event #002154. Contractor should upgrade its equipment to stay in line with advancements in technology. Contractor shall give the County 30 days notice when proposing changes or upgrades to the equipment.
## Protocols

Contractor shall adhere to the following protocols.

### Oakland County Community Corrections Division

#### Active GPS Protocol

**May/June 2012**

**Exclusion Zone Enter—**

No Grace Period allowed for this violation, size of zone not to be less than 1000 ft. in radius

**Definition:** Geographic areas used to define off limits to the defendant.

1. View and document last point and time
2. Call the defendant and tell them to leave the area, if unable to reach defendant, continue attempts to contact the defendant documenting telephone number and time of calls
3. Continue to monitor location
4. If the defendant cannot be reached and/or is not leaving the area, contact the victim to advise that the defendant is in one of their “exclusion zone” i.e. home, work, school, etc. Victim should be advised to take action if she is in the violated exclusion zone
5. During business hours, contact PTS to advise of violation
6. Continue to monitor location, continue attempts to contact the defendant documenting telephone number and time of calls if the violation has not cleared
7. If defendant is not responding to calls and/or is not leaving the area, contact local law enforcement
8. If the defendant reports exiting the zone, verify defendant has exited the zone, contact the victim to advise the defendant has cleared the “exclusion zone”, document time violation cleared
9. Send a daily violation summary to PTS next business day

### Inclusion Zone Leave—

There is a 45 second grace period allowed due to 15 second location reporting, size of zone not to exceed 300 ft. in radius

**Definition:** Geographic areas like home, work or school where the defendant is confined during a defined schedule.

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| Autonomous Active WMTD 1 Piece GPS Tether | $13.00 per day |
| Autonomous Passive WMTD 1 Piece GPS Tether | $9.00 per day |
| Radio Frequency (RF) 2 piece tether | $6.00 per day |
| BI Land Line Transdermal Alcohol Tether and Base | $11.00 per day |
| BI Land Cellular Transdermal Alcohol Tether and Base | $13.00 per day |
| Enrollment Fee | $75.00 |
1. View and document last point and time
2. Call the defendant and verify location, if unable to reach the defendant, continue attempts and document telephone number and time of calls
3. During business hours, contact PTS to advise of violation
4. Continue to monitor location and attempt to make contact every 30 minutes until violation has cleared, document telephone number and time of calls
5. If violation clears due to the defendant returning to inclusion zone or due to schedule, document time violation clears and reason
6. Contact defendant to determine reason for leaving inclusion zone and document conversation
7. Send a daily violation summary to PTS next business day

Unable To Connect –
There is no additional grace allowed for this violation status

Definition: It has been over 2 ½ hours since the WMTD has communicated with the network. This is normally due to poor cellular coverage in the area. The defendant is NOT notified of the unable to connect. Once the WMTD is able to use the cellular network to call in, it will report the violation and download all tracking data.

1. View and document last point
2. Call the defendant and verify location, do not inform defendant of loss of communication, provide instructions to re-establish communication with the network, if unable to reach the defendant, continue attempts and document telephone number and time of calls
3. During business hours, contact PTS to advise of violation
4. If you do not reach the defendant and/or the unit has not communicated within 30 minutes, call the defendant every 30 minutes until it is resolved, document telephone number and time of calls
5. Contact the victim to advise that the defendant’s location is unable to be monitored at this time
6. If the alert has resolved, document time of resolution and next available GPS location, review for possible violation(s) during the unable to connect, contact the defendant if necessary to review violation(s), document contact with the defendant
7. Contact the victim to advise that the defendant’s location is now able to be monitored
8. If alert is unable to be resolved, schedule inspection at County requested location and determine if equipment change is necessary within 24 hrs. of receiving alert
9. Send a daily violation summary to PTS next business day

Motion No GPS -
There is no additional grace period for this violation status

Definition: Occurs when the WMTD has accumulated 20 minutes of motion in a 60 minute period without receiving a signal from the GPS satellites.
1. View and document last point
2. Call the defendant and verify location, do not inform defendant of loss of communication, provide instructions to re-establish communication with the network, if unable to reach the defendant, continue attempts and document telephone number and time of calls
3. If alarm does not clear, continue to contact defendant every 15 minutes until violation clears, document telephone number and time of calls
4. During business hours, contact PTS to advise of violation
5. Continue to monitor for GPS, document first available location and time
6. Send a daily violation summary to PTS next business day

**Strap Tamper**
There is no grace period

**Definition:** The bracelet strap has been cut or removed.

1. View and document last point
2. Call the defendant and verify location, if unable to reach the defendant, continue attempts and document telephone number and time of calls
3. Contact the victim to advise that the defendant's strap has been cut or removed
4. During business hours, contact PTS to advise of violation
5. If contact with defendant is secured and there is no indication of intentional tampering, schedule inspection at County requested location and determine if equipment change is necessary within 24 hrs. of receiving alert
6. Send a daily violation summary to PTS next business day

**Device Tamper**
There is no grace for this violation

**Definition:** The device itself has been compromised.

1. View and document last point
2. Call the defendant and verify location, if unable to reach the defendant, continue attempts and document telephone number and time of calls
3. Contact the victim to advise that the defendant's equipment has been compromised
4. During business hours, contact PTS to advise of violation
5. If contact with defendant is secured and there is no indication of intentional tampering, schedule inspection at County requested location and determine if equipment change is necessary within 24 hrs. of receiving alert
6. Send a daily violation summary to PTS next business day

**Battery**
There is no grace period for this violation

**Definition:** The battery is getting low and the device needs to be charged.
View and document last point
1. Call the defendant and verify location, if unable to reach the defendant, continue attempts and document telephone number and time of calls
2. Continue to monitor location and charging status, if unresolved continue attempts to contact every 30 minutes until violation has cleared, document telephone number and time of calls
3. If the battery shuts down, contact the victim to advise the device has shut down and location is unable to be verified
4. During business hours, contact PTS to advise of violation
5. If violation is resolved and defendant is charging, document time of resolution with next available GPS location then contact victim to advise the defendant is in compliance and location can be verified
6. Send a daily violation summary to PTS next business day

Oakland County Community Corrections Division
Transdermal Alcohol Tether
May/June 2012

TAD Skin Resistance High (Manufacturer 4 Hour Event Pairing/Grace Period)

Definition: The Skin Resistance Sensor was not in contact with the client’s ankle for a predetermined time period (4 Hours) or the Skin Resistance Sensor has detected the presence of foreign material such as paper or a sock.

1. Review software to make sure defendant is in range of the base unit, review for last download
2. Call the defendant and ask them to make sure there is nothing in between the sensor and their ankle, document telephone number and time of calls as well as conversation with defendant
3. Continue to monitor for download and resolution of alert
4. If alert does not clear after an additional 2 hours call them back and have them pull the sensor back and clean in between the sensor and the leg with a non-alcohol soap and water, document telephone number and time of calls as well as conversation with defendant
5. When alert clears send data to BI for validation, validation should be returned within 24 hours of submission
6. If confirmed by BI, contact the defendant to review times of alert and possible cause for obstruction, document conversation with the defendant
7. If alert does not clear after 24 hours of initial time of alert, contact defendant to schedule inspection at County requested location
8. Send a daily violation summary to PTS next business day
TAD Skin Resistance Low (Manufacturer 4 Hour Event Pairing/Grace Period)

Definition: The Skin Resistance Sensor has detected the presence of foreign material, shielding the client’s ankle from the Alcohol Detection Module such as tape or aluminum foil.

1. Review software to make sure defendant is in range of the base unit, review for last download
2. Call the defendant and ask them to make sure there is nothing in between the sensor and their ankle, document telephone number and time of calls as well as conversation with defendant
3. Continue to monitor for download and resolution of alert
4. If alert does not clear after an additional 2 hours call them back and have them pull the sensor back and clean in between the sensor and the leg with a non-alcohol soap and water, document telephone number and time of calls as well as conversation with defendant
5. When alert clears send data to BI for validation, validation should be returned within 24 hours of submission
6. If confirmed by BI, contact the defendant to review times of alert and possible cause for obstruction, document conversation with the defendant
7. If alert does not clear after 24 hours of initial time of alert, contact defendant to schedule inspection at County requested location
8. Send a daily violation summary to PTS next business day

TAD Proximity Tamper (Manufacturer Default Minimum Grace Period-2 Hour Event Pairing)

Definition: The client’s ankle is no longer within proximity to the Alcohol Detection Module (3/16ths of an inch).

1. Review software to make sure defendant is in range of the base unit, review for last download
2. Call the defendant and ask them to make sure there is nothing in between the sensor and their ankle, document telephone number and time of calls as well as conversation with defendant
3. If alert has not cleared within 30 minutes after that call the defendant back and make sure the unit is firmly placed against the skin, document telephone number and time of calls as well as conversation with the defendant
4. Continue to monitor for clear, if alert still does not clear call every 30 minutes until alarm does clears, document telephone number and time of calls as well as conversation with the defendant
5. If alert has not cleared after a total of 4 hours since receiving initial alert, contact the defendant to schedule an inspection at County requested location, inspection must be completed within 24 hours of receiving initial alert
6. Send a daily violation summary to PTS next business day
TAD IR Block (No Grace)

Definition: Dirt and debris have collected between the client’s ankle and the Alcohol Detection Module, which can decrease the accuracy level of the alcohol readings.

1. Review software to make sure defendant is in range of the base unit, review for last download
2. Call the defendant and ask them to make sure there is nothing in between the sensor and their ankle, document telephone number and time of calls as well as conversation with the defendant
3. Continue to monitor for clear
4. If the alert does not clear after another hour, call the defendant and have them repeat the process, document telephone number and time of calls as well as conversation with the defendant
5. If alert does not clear within a total of 4 hours, contact the defendant to schedule an inspection within 24 hours of receiving the initial alert
6. Send a daily violation summary to PTS next business day

Phone Loss (Manufacturer Default 15 Minute Grace Period)

Definition: The telephone cord was disconnected for more than 15 minutes.

1. Review software to make sure defendant is in range of the base unit, review for last download
2. Call the defendant to advise of the alert, request they check their telephone line connection, document telephone number and time of call as well as conversation with the defendant
3. If alert does not clear after an additional 1 hour, call the defendant and ask them to troubleshoot the problem while on the telephone, document conversation
4. If the alert does not clear after 4 more hours, call the defendant to schedule an inspection at a County requested location within 24 hours of receiving initial alert
5. Notify PTS via email regarding alert and resolution

Power Loss (Manufacturer Default 15 Minute Grace Period)

Definition: Power to the receiver was interrupted. This message is sent 15 minutes after the power was interrupted. In the event of a power outage or lack of power supply, the receiver immediately switches to backup power (48 hours).

1. Review software to make sure defendant is in range of the base unit, review for last download
2. Call the defendant to advise of the alert, request they check their telephone line connection, document telephone number and time of call as well as conversation with the defendant
3. If alert does not clear after an additional 1 hour, call the defendant and ask them to troubleshoot the problem while on the telephone, document conversation
4. If the alert does not clear after 4 more hours, call the defendant to schedule an inspection at a County requested location within 24 hours of receiving initial alert
5. Notify PTS via email regarding alert and resolution

**TAD In Water (20 Minute Manufacturer Default Grace Period)**

Definition: The TAD transmitter has been submerged in water for a preconfigured time period (20 minutes).

1. Review software to make sure defendant is in range of the base unit, review for last download
2. Call the defendant to inquire what they were doing during the times of the alert, document telephone number and time of calls as well as conversation with the defendant
3. Continue to monitor for clear
4. If alert has cleared, sent to B1 for validation, validation should be returned within 24 hours of submission
5. If the alert does not clear after another hour, call the defendant and have them repeat the process, document telephone number and time of calls as well as conversation with the defendant
6. If alert does not clear within 4 hours, contact the defendant to schedule an inspection within 24 hours of receiving the initial alert
7. If confirmed by B1, contact the defendant to review times of alert and possible cause for violation, document conversation with the defendant
8. Send a daily violation summary to PTS next business day

**TAD Recharge Solution Empty**

Definition: The automatic recharge solution check indicates the recharge solution is empty, rendering it unable to function properly. The unit needs to be replaced.

1. Call the defendant to advise an inspection needs to be scheduled to change unit, inspection must be completed within 24 hours of receiving alert
2. Notify PTS via email regarding alert and resolution

**TAD Transmitter Low Battery**

Definition: TAD transmitter’s internal battery is low and needs to be replaced, at time of this alert there is 5 days of battery life left.
1. Call the defendant to advise an inspection needs to be scheduled to change unit, inspection must be completed within 24 hours of receiving alert
2. Notify PTS via email regarding alert and resolution

**TAD Strap Tamper (No Grace Period)**

Definition: The Strap has been opened, cut or there is a short in the fiber optic circuit.

1. Call the defendant to advise an inspection needs to be scheduled to change unit, inspection must be completed within 24 hours of receiving alert
2. Send a daily violation summary to PTS next business day

**Receiver Missed Callback**

Definition: The receiver failed to call the central monitoring computer within 45 minutes of scheduled callback time.

1. Review software for last download, review notes for download schedule (i.e. every other day or approved travel)
2. If a download has not been completed within the past 24 hours, contact the defendant to advise they must download, document telephone number and time of calls as well as conversation with the defendant
3. Continue to monitor for download, if no download, continue attempts to contact the defendant every hour until resolved, document telephone number and time of calls
4. Call PTS if during business hours
5. Notify PTS via email regarding alert and resolution

**Unauthorized Leave - TAD RF (No Grace Period)**

Definition: The client left the range of the receiver when he or she was scheduled to be home and the receiver has not received a signal from the TAD for the duration of the Leave window.

1. Call defendant to determine reason for leave, document telephone number and time of calls as well as conversation with the defendant
2. Continue to monitor for clear, if defendant has not returned in range of the receiver, call the defendant every 30 minutes until contact is made and/or alert is clear
3. When and if alert clear, document time of resolution, monitor for download
4. Call PTS if during business hours
5. Send a daily violation summary to PTS next business day
**Receiver Case Tamper**

Definition: The receiver case was opened or an attempt to open the case occurred.

1. Call defendant to determine reason for alert, document telephone number and time of a call as well as conversation with the defendant
2. If unable to contact the defendant, continue attempts to reach the defendant every hour until contact is made
3. Schedule inspection within 24 hours of receiving the initial alert
4. Notify PTS if during business hours
5. *Send a daily violation summary to PTS next business day*

**TAD Alcohol Event**

Definition: The TAD transmitter has detected the presence of alcohol through the Alcohol Detection Module.

1. Review software to ensure download has been completed and all alcohol data is complete
2. Review events for any other co-occurring alerts (i.e. Skin Resistance High or Low, Proximity Tamper)
3. If download is not complete and/or alcohol data has not returned to below a TAC of .02, contact the defendant to advise a complete download is necessary, document telephone number and time of calls as well as conversation with the defendant
4. When alcohol data is complete, send to BI for validation, validation should be returned within 24 hours of submission
5. If determined to be environmental alcohol exposure, contact the defendant to determine source of exposure, document conversation with the defendant
6. If confirmed as a drinking event, notify PTS if during business hours
7. *Send a daily violation summary to PTS next business day*

**Receiver Low Battery**

Definition: The receiver's internal battery has approximately 10 minutes of reserve power remaining.

1. Call the defendant, advise the defendant to plug their unit back in, document telephone number and time of calls as well as conversation with the defendant
2. If unable to reach the defendant and/or the alert has not cleared, continue attempts to contact the defendant every hour to resolve, document telephone numbers and time of calls as well as conversation
3. Continue to monitor for resolve, if unable to resolve and the battery power is lost, notify PTS
4. Notify PTS via email regarding alert and resolution

**Alcohol Sensor Saturation**

Definition: The ADM is fully saturated. Contact the BI Guard Center to verify functionality.

1. Call the BI guard Center to verify functionality
2. If the guard center states it is functioning correctly wait for the clear
3. If the Guard Center states that the sensor is faulty, contact the defendant to schedule an inspection and to have the unit exchanged, the inspection must be done within 24 hours of receiving initial alert
4. If during business hours, notify PTS of the inspection
5. Notify PTS via email regarding alert and resolution

**Return to BI for Maintenance**

Definition: The manufacturer has recalled the unit for maintenance.

1. Call the defendant to advise an inspection needs to be scheduled to change unit, inspection must be completed within 24 hours of receiving alert
2. Notify PTS via email regarding alert and resolution