

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.41
(ID # 17333)

FROM : PURCHASING AND FLEET SERVICES AND
RUHS - BEHAVIORAL HEALTH AND PROBATION: **MEETING DATE:** Tuesday, August 02, 2022

SUBJECT: PURCHASING AND FLEET SERVICES, PROBATION, & RUHS - BEHAVIORAL HEALTH: Ratify and Approve Amendment No. 2 to the Professional Service Agreement with Sentinel Offender Services, LLC for Alcohol Monitoring Services and Equipment increasing the annual cost by \$613,766 from \$195,000 as a result of AB1869, All Districts. [Total Cost of \$1,942,532 through December 31, 2023; up to \$194,254 annually in additional compensation, 95% Departmental Funds, 5% General Fund Contingency] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve Amendment No. 2 to the Professional Services Agreement with Sentinel Offender Services, LLC for alcohol monitoring services and equipment to increase the contract amount by \$613,766 from \$195,000 to \$808,766 annually from July 1, 2021 through the current termination date of December 31, 2023, and authorize the Chair of the Board to sign the Amendment on behalf of the County;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to a) sign amendments that exercise the options of the agreement including modification of the statement of work that stay within the intent of the agreement; and b) sign amendments to the compensation provisions that do not exceed \$194,254 annually; and,
3. Approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A.

ACTION:Policy, 4/5 Vote Required


Ronald L. Miller, Chief Probation Officer 5/16/2022



Sarah Franco, Director of Procurement & Fleet 7/25/2022


Amy McCann, Assistant Director of Behavioral Health 7/25/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: August 2, 2022
xc: Purchasing, RUHS-Behavioral Health

Kecia R. Harper
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 808,766	\$ 808,766	\$ 1,942,532	\$ 808,766
NET COUNTY COST	\$ 105,234	\$ 0	\$ 105,234	\$ 0
SOURCE OF FUNDS: 95 % Departmental Budgets; 5% General Fund Contingency			Budget Adjustment: Yes	
			For Fiscal Year: 21/22 -23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside contracts with Sentinel Offender Services, LLC for Secure Continuous Remote Alcohol Monitoring (SCRAM) services that provides an alternative to incarceration by monitoring individuals with charges or convictions for driving under the influence of alcohol. The SCRAM service has traditionally been an offender funded service, meaning that the participants are responsible for the cost of the monitoring services. However, when an individual was financially assessed or deemed by the Court as indigent, the County became responsible for paying the monitoring services. RUHS-Behavioral Health currently oversees payment for indigent individuals.

Additionally, Probation has a Memorandum of Understanding with the Riverside County Sheriff, to utilize RF/Home Detention and GPS electronic monitoring services provided under their existing contract with Sentinel Offender Services, LLC, for probation clients.

On September 18, 2020, the Governor of the State of California approved Assembly Bill No. 1869 (AB 1869) amending and repealing the authority to collect various criminal justice administrative fees. Included therein were amendments to Penal Code sections 1203.016 and 1203.018, related to administering home detention programs and continuous electronic monitoring programs. AB 1869 also repealed Penal Code section 1210.15, related to Probation charges for costs of supervision. This prohibition also applies to fees charged through a service provider, such as Sentinel Offender Services, LLC.

Currently, electronic monitoring services to include Home Detention, GPS, and SCRAM are utilized by the probation department for probations clients, including pre-trial clients released on Supervised Own Recognizance. It is necessary to have Home Detention and GPS electronic monitoring services available to probation, for clients considered to be high risk, ordered monitored by the court for pre-trial purposes, or mandated to be monitored by the Penal Code.

Impact on Residents and Businesses

The use of electronic monitoring services is a needed service to address the requirements of Court assessments.

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Additional Fiscal Information

As indicated, additional funding is required for electronic monitoring services provided to probation clients.

The total cost of Amendment No. 2 for 2.5 years is \$1,667,532. Total cost of the contract, including both amendments from January 1, 2019 to December 31, 2023 (Five Years) is \$1,942,532.

RUHS-Behavioral Health is requesting a one-time budget adjustment in net county cost (NCC) of \$105,234 for FY 21/22. The request will fund payment for unanticipated increases in indigent individuals requiring monitoring services.

Contract History and Price Reasonableness

Purchasing and Fleet Services, on behalf of the County of Riverside, released a Request for Proposal (RFP# PUARC-1593) on November 2018 to establish a contract for alcohol monitoring services and equipment. Seventy-one vendors were sent bid notifications and the County received five bid proposals.

The evaluation committee consisted of representatives from Probation, Sheriff, and the Behavioral Health departments. The evaluation committee reviewed, evaluated, and scored each RFP proposal based on the criteria set forth in the RFP; overall responsiveness to the RFP requirements, bidders experience and ability, proposed cost-budget, references, financials, clarifications, exceptions, and credentials, resumes, licenses, and certifications.

Based on the overall evaluation of the proposals, the evaluation committee recommended to award the contract to Sentinel Offender Services, LLC. Countywide contract number RIVCO-95207-001-12/23 was established for the period of performance totaling five years through December 31, 2023, with the option to renew for one additional year, to provide alcohol monitoring services and equipment.

The original agreement was signed under the Purchasing Agent's authority. On November 17, 2020, the Board of Supervisors ratified and approved Minute Order #3.11 increasing the annual amount of the Agreement with Sentinel Offender Services, LLC from \$80,000 to \$195,000, due to an increase in the total number of participants assessed or deemed indigent.

ATTACHMENTS:

Amendment No. 2 Sentinel Offender Services, LLC Rivco-95207-001-12/23
Schedule A.

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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SCHEDULE A.

BUDGET ADJUSTMENT FY 2021/2022

Increase appropriations:

10000-4100500000-524660	Consultants	\$105,234
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Anticipated use of unassigned fund balance:

10000- 4100500000-370100	Unassigned fund balance	\$105,234
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Decrease appropriations:

10000-1109000000-581000	Appropriation for contingencies	\$105,234
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Anticipated increase of unassigned fund balance:

10000-1109000000-370100	Unassigned fund balance	\$105,234
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Evangelina Gregorio 7/28/2022


Rebecca S Cortez, Principal Management Analyst 7/26/2022


Meghan Hahn, Senior Management Analyst 7/28/2022


Cynthia M Gurzel, Chief Deputy County Counsel 7/26/2022

COUNTY OF RIVERSIDE
AMENDMENT NO. 2 TO THE SERVICE AGREEMENT
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SENTINEL OFFENDER SERVICES, LLC

Original Contract Term:	1/7/2019 through 12/31/2023
Effective Date of Amendment:	7/01/2021
Original Annual Maximum Contract Amount:	\$195,000
Amended Annual Maximum Contract Amount:	\$808,766
Contract ID:	RIVCO-95207-001-12/23

This Amendment No. 2 to the Service Agreement for Alcohol Monitoring Services and Equipment (this "Amendment") is entered into by and between County of Riverside ("COUNTY"), and Sentinel Offender Services, LLC, a Delaware limited liability company ("CONTRACTOR").

WHEREAS, COUNTY and CONTRACTOR entered into that certain Service Agreement for Alcohol Monitoring Services and Equipment, effective January 7, 2019 (the "Original Agreement");

WHEREAS, COUNTY and CONTRACTOR entered into that certain Amendment No. 1 to the Service Agreement for Alcohol Monitoring Services and Equipment on November 17, 2020 ("First Amendment");

WHEREAS, the Original Agreement, as amended by the First Amendment, is sometimes referred to herein as the "First Amended Agreement";

WHEREAS, pursuant to Assembly Bill No. 1869 (A.B. 1869), signed into law September 18, 2020, various fees for the cost of administering the criminal justice system, including administering home detention programs and continuous electronic monitoring programs, may no longer be paid by offenders (sometimes referred to herein as "offenders" or "clients") to CONTRACTOR effective July 1, 2021; and

WHEREAS, in light of the statutory changes pursuant to A.B. 1869, COUNTY and CONTRACTOR desire to amend the First Amended Agreement to adjust the maximum annual contract amount and amend the scope of work and related exhibits.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. The above recitals are true and correct, and are incorporated herein by reference. From and after the Effective Date (defined below), all references in the First Amended Agreement to the Agreement shall mean and refer to the First Amended Agreement, as amended by this Amendment.
2. The second sentence of Section 3.1 (Compensation) of the First Amended Agreement is deleted in its entirety and replaced with the following: "Maximum payments by COUNTY to CONTRACTOR under this Agreement shall not exceed eight hundred,

RFP# PUARC-1593
Form #116-311 Revision Date: 01/13/2016

County of Riverside Purchasing and Fleet Services
2980 Washington Street Riverside, CA 92504

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eight thousand, seven hundred, sixty-six dollars (\$808,766.00) annually including all expenses.”

3. Exhibit A, Scope of Service, of the Original Agreement is hereby amended and restated in its entirety with Exhibit A-1 attached to this Amendment.
4. Notwithstanding anything to the contrary (including, without limitation, Exhibit A), (i) services provided by CONTRACTOR under the Scope of Work shall be provided on behalf of the COUNTY at the COUNTY’S cost and expense for clients regardless of whether clients are assessed as indigent, and clients referred to contractor shall not be financially responsible for payment to CONTRACTOR for services rendered pursuant to this Agreement and (ii) if COUNTY elects to charge clients a fee or any other amount in connection with any services rendered pursuant to this Agreement, then CONTRACTOR shall, at County’s written request, transmit to such clients any billing statements or invoices of COUNTY in respect of such fee or other amounts; provided, however, that in no event shall CONTRACTOR undertake any collection activity or otherwise be responsible for any collection of amounts set forth in any such billing statements or invoices; provided, further, that in no event shall CONTRACTOR’S compensation under this Agreement be affected by whether or not any amounts set forth in such billing statements or invoices are paid or collected.
5. Exhibit B, Payment Provisions, of the Original Agreement is hereby amended and restated in its entirety with Exhibit B-1 attached to this Amendment.
6. The following Section 8.3 is hereby added at the end of Section 8 of the First Amended Agreement:

8.3 COUNTY shall review the Agreement annually to ensure compliance with requirements set by the Riverside County Board of Supervisors and for adjustment of the financial responsibility requirements if warranted by caseload changes or other factors.

7. The following Sections 21.5 and 21.6 are hereby added to the end of Section 21 of the First Amended Agreement:
21.5 CONTRACTOR shall demonstrate and submit evidence of financial responsibility, in amounts and under conditions sufficient to fully indemnify the COUNTY for reasonably foreseeable public liability, including legal defense costs that may arise from, or be proximately caused by, acts or omissions of the CONTRACTOR. COUNTY may immediately terminate this Agreement at any time CONTRACTOR fails to demonstrate evidence of financial responsibility.

21.6 COUNTY shall indemnify, defend, protect and hold harmless CONTRACTOR, its respective directors, officers, agents and representatives (individually and collectively hereinafter referred to as “Contractor Indemnitees”)

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from any and all liability, action, claim or damage whatsoever, based upon or otherwise arising in connection with any amounts charged, billed or otherwise assessed to clients (including, without limitation, as described under Section 3(a)(ii) of this Amendment) in any way in connection with any services under this Agreement (collectively, "Billing Related Claims"). Without limiting the generality of the foregoing, COUNTY shall defend the Contractor Indemnitees at County's sole expense, including, without limitation, all costs and fees (including, but not limited to, attorneys fees, cost of investigation, defense and settlements or awards) in respect of any Billing Related Claims. Notwithstanding anything to the contrary, Section 21.1 shall not apply to Billing Related Claims.

8. Section 24.8 of the First Amended Agreement is deleted in its entirety and replaced with the following:

24.8 Each of CONTRACTOR and COUNTY agrees that it shall comply with all applicable Federal, State and local laws and regulations. Each of CONTRACTOR and COUNTY agrees that it shall operate in compliance with any available standards promulgated by state correctional agencies and bodies, including the Corrections Standards Authority, and all statutory provisions and mandates, state and county, as appropriate and applicable to the operation of home detention programs and the supervision of sentenced offenders in a home detention program, including but not limited to any applicable COUNTY policies and procedures, and applicable ordinances and regulations specified in subdivision (a) of Penal Code section 1208. In the event that there is a conflict between the various laws or regulations that may apply, each of the CONTRACTOR and County agrees that it shall comply with the more restrictive law or regulation. Notwithstanding the foregoing, County shall be solely responsible for compliance with all applicable Federal, State and local laws and regulations in respect of matters giving rise to Billing Related Claims.

9. Exhibit E, Contractor's Sample Participant Contract, of the Original Agreement is hereby amended and restated in its entirety with Exhibit E attached to this Amendment.
10. The COUNTY shall provide payments for invoices submitted to the Probation Department for the following services rendered by CONTRACTOR: Services provided and initiated during the period of performance from and after July 1, 2021 for continuous alcohol monitoring (SCRAM), Radio Frequency Electronic Monitoring, Satellite and Remote Tracking (GPS) Monitoring services as ordered by the court or probation department through the completion of the program.
11. All other terms and conditions of the Agreement not modified herein shall remain unchanged.
12. This Amendment shall be effective as of July 1, 2021 (the "Effective Date").


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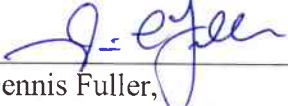
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IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 2.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: 
Jeff Hewitt, Chair
Board of Supervisors
Dated: AUG 02 2022

Sentinel Offender Services, LLC,
a Delaware limited liability company

By: 
Dennis Fuller,
Chief Financial Officer
Dated: 05/17/2022

ATTEST:

Kecia Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
County Counsel

By: 
Lisa Sanchez,
Deputy County Counsel

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EXHIBIT A
SCOPE OF SERVICE
Continuous Alcohol Monitoring (SCRAM), Radio Frequency Electronic Monitoring, Satellite
and Remote Tracking (GPS) Monitoring

1. SCOPE OF SERVICE: The CONTRACTOR shall provide and maintain professional continuous alcohol monitoring (SCRAM), Radio Frequency (RF) Electronic Monitoring, Satellite and Remote Tracking Service, (Global Positioning System (GPS)) monitoring equipment/services (consultation, training, 24-hour monitoring, available surplus equipment inventory, and maintenance of equipment) for COUNTY probation clients enrolled in the SCRAM, RF and GPS Monitoring Program and wearing the devices. The CONTRACTOR shall provide a secure detection device that is capable of continuously monitoring.

1.1 The CONTRACTOR shall provide equipment and services necessary to operate SCRAM, RF and GPS monitoring programs for the criminal justice agencies on behalf of the COUNTY. This service shall include equipment, device installation on clients, 24-hour monitoring services, reporting, technical support, and trouble shooting.

1.2 The CONTRACTOR shall furnish all equipment required to perform services outlined herein and to make the proposed system fully operational, which shall include but not be limited to: transmitters, base stations, receivers, recorders, bracelets, telephones and landline cords, batteries, power cords, clips, straps, tools, reference materials, etc.

1.2.1 Should a client be unable to utilize the monitoring equipment specified under this Agreement, the CONTRACTOR shall provide and make available alternative solutions.

1.2.2 Subject to Section 4 of the Amendment to which this Exhibit A is attached, if COUNTY elects to charge any client a fee or any other amount in connection with any services rendered pursuant to the Agreement, then at COUNTY's written request, (i) CONTRACTOR shall transmit to such clients any billing statements or invoices of COUNTY in respect of such fee or other amounts, and shall transmit to such clients such COUNTY-provided notices, agreements, or documents in respect of such charges by COUNTY, including any instructions of COUNTY with respect to where such clients shall make payment of such charges to

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COUNTY or its probation department And (ii) client financial arrearage reports in respect of such charges will be provided to the Supervising Probation Officer as requested.

1.3 The services and equipment provided shall meet performance specifications outlined in this section. All equipment provided by the CONTRACTOR shall remain the property of the CONTRACTOR and shall be in good repair, remanufactured and within specifications of new equipment. All equipment supplied must be the latest design and model equipment unless specifically requested by the COUNTY.

1.3.1 The COUNTY shall have the ability to add other similar equipment and services from the NASPO contract through written amendment to this Agreement with CONTRACTOR.

1.4 For those clients for whom monitoring is requested who reside in areas that have technical and/or geographical limitations, CONTRACTOR shall provide alternate technology at no extra charge to the COUNTY. If there is an identified limitation to the equipment function in a specific area, CONTRACTOR shall provide equipment that will allow the same function at the same price as the equipment originally requested.

1.5 **CLIENT REFERRAL:** The CONTRACTOR shall provide services on behalf of the COUNTY for all clients referred to this program by the Superior Courts (COURTS), County of Riverside Probation Department (PROBATION), and any other COUNTY agency accessing SCRAM, RF and GPS monitoring services under this Agreement.

1.5.1 The COUNTY shall be responsible for all fees for CONTRACTOR-provided monitoring services under the SCRAM, RF and GPS Monitoring Program.

1.5.2 Client referrals to the CONTRACTOR shall be conducted by PROBATION and COURTS.

1.5.3 Court Referral Notice form is referenced under Exhibit D of the Agreement.

1.6 **EQUIPMENT SPECIFICATIONS:** The SCRAM, RF and GPS monitoring devices shall be able to perform the following functions, including but not limited to:

1.6.1 With respect to SCRAM:

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1.6.1.1 The alcohol detection device supplied must have the ability to confirm alcohol consumption without having to conduct subsequent urinalysis tests.

1.6.1.2 The CONTRACTOR shall have the ability to confirm alcohol consumption with specific Blood Alcohol Content (BAC) levels or Transdermal Alcohol Content (TAC)/BAC conversion.

1.6.1.3 Equipment provided shall be of a technology currently in use by the manufacturer, CONTRACTOR, or both and must be identified by brand or model number.

1.6.1.4 The equipment provided shall not be available as an open market item if this could compromise security of the system.

1.6.1.5 Replacement equipment initially provided by the CONTRACTOR shall be new, or if not new, refurbished to perform in a like-new manner and shall be maintained by the CONTRACTOR in "like new" condition. Repairs and/or replacement shall be provided within the timeframe specified in this scope of service.

1.6.1.6 The CONTRACTOR is responsible, at no additional cost to the COUNTY except as provided in this Agreement, for maintenance, repair or replacement of all equipment or software provided under the contract. The CONTRACTOR is responsible for all costs for shipping, shipping material and delivering equipment to, from, or between any COUNTY office located within the County of Riverside.

1.6.1.6.1 The CONTRACTOR shall maintain the equipment and spares in good condition and arrange for the repair or replacement of the equipment within two (2) business days.

1.6.1.7 The CONTRACTOR's SCRAM alcohol monitoring device shall comply with the following:

1.6.1.7.1 The SCRAM transdermal alcohol monitoring system shall provide 24-hour monitoring of alcohol concentration through the skin.

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1.6.1.7.2 The unit shall be attached to the client's ankle using secure straps and alarms that detect any attempt to tamper with the device.

1.6.1.7.3 The transmitter must automatically measure and record the client's transdermal alcohol level on a regular basis, regardless of the client's location

1.6.1.7.4 The transmitter must take an alcohol sample a minimum of once every 30 minutes or as determined by the COUNTY.

1.6.1.7.5 The transmitter must comply with Federal Communications Commission (FCC) regulations and be highly durable, shock-resistant, and water resistant to allow for activities such as bathing.

1.6.1.7.6 When a low-battery event occurs, the system must generate a low-battery alert allowing five days to replace the battery before it becomes exhausted.

1.6.1.7.7 The transmitter must be able to distinguish between ingested alcohol and environmental alcohol

1.6.1.7.8 The transmitter should have multiple tamper detection technologies such as water submersion, skin conductivity, temperature, proximity to the leg, infrared debris buildup detection and strap tamper detection.

1.6.1.7.9 At a minimum, the transmitter must detect, record, and alert for the following:

- i. Low Battery
- ii. Unit must be returned for calibration
- iii. Alcohol Event
- iv. Equipment Tampering

1.6.1.7.10 The transmitter must be able to pair a receipt to report monitoring data to the contractor's central monitoring

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computer system.

1.6.1.7.11 The transmitter must emit a signal to the receiver at least once every 30-seconds continually, during the operating life of the transmitter's battery.

1.6.1.7.12 Radio Frequency (RF) signals from the transmitter to the receiver should have a range of up to 150 feet.

1.6.1.7.13 RF signals from the transmitter to the receiver should be on a noncommercial frequency.

1.6.1.7.14 CONTRACTOR shall allow the unit to be paired with RF as determined needed by the COUNTY. The RF service should be available in land line or cell variants.

1.6.1.8 ALCOHOL MONITORING /EQUIPMENT:
CONTRACTOR shall provide the SCRAM Secure Continuous Remote Alcohol Monitoring solution for the COUNTY. The SCRAM transdermal continuous alcohol monitoring system is a comprehensive transdermal (through the skin) continuous alcohol monitoring (CAM) system. As an option, the CONTRACTOR shall also provide the Breath Alcohol/Real Time (BA/RT) unit to provide clients with a portable handheld remote breath alcohol monitoring equipment. BA/RT provides random, scheduled, and on-demand testing which is available and configurable through CONTRACTOR'S web-based monitoring platform. With respect to RF monitoring devices: The CONTRACTOR's RF electronic monitoring device shall have the ability to provide continuous signaling and electronic monitoring. This equipment shall include, but not be limited to:

1.6.1.8.1 Receiver (home unit) – landline communication connection, RF Patrol®

1.6.1.8.2 Body-attached ankle bracelet (transmitter), RF Patrol®

1.6.1.8.3 Receiver (home unit) - Cellular Communication Connection, RF Patrol ® Cellular

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1.6.1.8.4 Body-attached ankle bracelet (transmitter), RF
Patrol ® Cellular

1.6.1.8.5 Preferred Optional Service: RF
Random/Scheduled Tracking Services, Voice Patrol ®, does not
require participant equipment. Monitoring service/unit includes five
contacts of participant per day. Daily rate determined on a per
customer basis.

1.6.2 With respect to GPS monitoring devices:

1.6.2.1 The CONTRACTOR's Satellite Monitoring and
Remote Tracking Service GPS equipment shall provide a one-piece body-attached
device, model OM Series, under this Agreement.

1.6.2.2 Three types of monitoring services available shall be
active, hybrid, and passive mode for this device.

1.6.3 With respect to GPS and RF monitoring devices:

1.6.3.1 Equipment provided shall be of a technology currently
in use by the manufacturer, CONTRACTOR, or both, and must be identified by brand
and model number.

1.6.3.2 The equipment provided shall not be available as an
open market item if this could compromise the security of the system.

1.6.3.3 Replacement equipment initially provided by the
CONTRACTOR shall be new, or if not new, refurbished to perform in a like-new
manner and shall be maintained by the CONTRACTOR in "like new" condition.
Repairs and/or replacements shall be provided within the timeframe specified in this
scope of service.

1.6.3.4 The CONTRACTOR is responsible, at no additional
cost to the COUNTY except as provided in this Agreement, for the maintenance,
repair, or replacement of all equipment or software provided under the Agreement.
The CONTRACTOR is responsible for all costs for shipping, shipping material and
delivering equipment to, from, or between any COUNTY offices located within the
County of Riverside.

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1.6.3.5 The CONTRACTOR shall maintain the equipment and spares in good condition and arrange for the repair or replacement of the equipment within two (2) business days.

2. **ALERT NOTIFICATIONS:** Operational RF Monitoring Services Alert Notifications: the RF electronic monitoring system shall be capable of providing real-time and batch notification(s) to the COUNTY; on the following violations/alerts:

2.1 Violation Alerts to include the following:

- 2.1.1 Non-compliance with pre-determined curfews;
- 2.1.2 Participant entry and exit at unauthorized times;
- 2.1.3 Tampering with the transmitter or any of its components;
- 2.1.4 Tampering with the Receiver or any of its components;
- 2.1.5 Failure of the Receiver to report at pre-determined times;
- 2.1.6 Loss and/or restoration of telecommunications;
- 2.1.7 Loss and/or restoration of alternating current (AC) power;
- 2.1.8 Detection of low power or battery malfunctions in the transmitter or Receiver;
- 2.1.9 Movement of the Receiver to an unauthorized telephone line;
- 2.1.10 Detection of operating malfunction in the receiver or transmitter.

2.2 CONTRACTOR shall have a notification policy for participant violations that allows the COUNTY to establish distinct levels of security on a participant-by-participant basis.

3. **CONTRACTOR'S RESPONSIBILITY:** The CONTRACTOR shall be responsible for client orientation, device application, removal, service, and inventory of monitoring equipment. The CONTRACTOR shall be required to provide these services to the COUNTY on a county-wide basis.

3.1 The CONTRACTOR must supply a secure, SCRAM, RF and GPS monitoring device with tamper alerts. Monitoring shall be continuous, 24-hours a day. Data shall be transmitted to the CONTRACTOR via a modem or better.

3.2 The CONTRACTOR shall provide notification of a confirmed violations and equipment status alerts to COUNTY by the next business day.

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3.3 The CONTRACTOR shall provide periodic status reports on all clients to COUNTY. The CONTRACTOR must be able to provide custom reports to COUNTY as requested.

3.4 The CONTRACTOR shall select and train its personnel in accordance with selection and training requirements adopted by the Board of State and Community Corrections as set forth in Subchapter 1 (commencing with Section 100) of Chapter 1 of Division 1 of Title 15 of the California Code of Regulations.

3.5 The CONTRACTOR must ensure that all staff providing services shall meet sufficient standards of integrity to ensure the confidentiality of client records, to prevent unauthorized access to the system, and prevent alteration of monitoring data.

3.6 The CONTRACTOR shall notify COUNTY of any legal process requiring disclosure of information of program clients, upon receipt of said legal processes. Disclosure cannot be made without the written permission of COUNTY.

3.7 The CONTRACTOR assumes full responsibility for protection of the confidentiality of client records and that all work will be performed under the supervision of the CONTRACTOR or the CONTRACTOR's responsible employees. No work under this Agreement shall be subcontracted.

3.8 The CONTRACTOR must consult with COUNTY, when requested, on all aspects of the program.

3.9 The CONTRACTOR shall not issue news releases, advertisements, articles, or any other information of any type or kind pertaining to the program without prior written approval of the COUNTY.

3.10 CONTRACTOR's Personnel – The CONTRACTOR shall identify officers and/or key personnel, including years with company, accomplishments in the corrections field, as well as experience in correctional program development.

4. COUNTY's RESPONSIBILITY:

4.1 COUNTY shall provide payment for all SCRAM, RF Electronic and GPS Monitoring Service Fees submitted by the CONTRACTOR every month in arrears for the COUNTY clients.

5. CLIENT PROCEDURES

RFP# PUARC-1593
Form #116-311 Revision Date: 01/13/2016

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5.1 All fees for the SCRAM, RF Electronic and GPS Monitoring Service and Equipment shall be inclusive, including:

5.1.1 Monitoring System and Equipment Setup – SCRAM/Transmitter/GPS Device

5.1.2 Management of Services and any travel or overhead cost

5.2 CONTRACTOR shall provide detailed outline of the enrollment process, and requirements.

6. **CONTRACT LIAISON RESPONSIBILITIES:** The CONTRACTOR shall provide its own full-time officer or employee as the Contract Liaison. The Contract Liaison (or an identified alternate individual) must be available for telephone contact 24 hours per day, including weekends and holidays. The Contract Liaison shall provide overall management and coordination of this Agreement's services on behalf of the CONTRACTOR, and shall act as the central point of contact with the COUNTY.

6.1 The Contract Liaison shall have full authority to act for the CONTRACTOR on all matters relating to the daily operation of the contract services.

6.2 The Contract Liaison should have at least 2 years of continuous demonstrated experience in the management and operation of electronic monitoring/home detention services or functions of similar scope.

6.3 The COUNTY shall have the right to review and approve the Contract Liaison and any replacement recommended by CONTRACTOR.

6.4 Contractor Personnel – The CONTRACTOR shall be responsible for providing competent staff to fulfill the contract services.

6.5 The CONTRACTOR must ensure all operation personnel shall be able to read, write, spell and understand English and must provide staff that is bi-lingual (English and Spanish).

6.6 The CONTRACTOR shall ensure all persons with access to its computer system, database, or records of persons monitored by this Agreement have signed a Confidentiality Agreement.

6.7 All employees of the CONTRACTOR will/may be required to complete a criminal record background and/or Live Scan check. The CONTRACTOR will incur the cost

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of any required background check. The COUNTY may reject any proposed CONTRACTOR employee with/or without cause. No feedback will be given as to reason for rejection.

6.8 The COUNTY reserves the right to preclude the employment or continued employment of any individual by or on behalf of CONTRACTOR. The CONTRACTOR shall be responsible for removing and replacing any employee with access to the CONTRACTOR's computer database or records monitored within 24 hours when requested to do so by the COUNTY.

6.9 The CONTRACTOR shall be solely responsible for providing to its employees all legally required employee benefits and COUNTY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employees provided by CONTRACTOR.

7. **QUALITY CONTROL:** The CONTRACTOR shall establish and maintain a Quality Control Plan to assure the requirements of the Agreement are met. An updated copy must be provided to the COUNTY on the Agreement start date and as changes occur. The original plan and any future amendments are subject to COUNTY review and written approval.

7.1 Assurances – CONTRACTOR shall maintain the ability to provide any specific electronic monitoring equipment deemed appropriate by COUNTY, including access to the latest and most up-to-date equipment on the market.

7.2 In the event CONTRACTOR learns of development of new improved equipment or procedures, which COUNTY feels would be beneficial, CONTRACTOR agrees to field test on a pilot contract at the request of the COUNTY. CONTRACTOR will make such equipment or procedures available at no additional cost.

7.3 All equipment proposed and provided shall meet or exceed the latest industry standards unless specifically requested by the COUNTY. During the life of the Agreement, and with the prior approval of the COUNTY, the CONTRACTOR shall upgrade equipment as significant improvements become available. These upgrades shall be provided at no extra charge/additional cost.

8. **SPECIAL CONDITIONS:**

8.1 Convicted Felon Prohibition: CONTRACTOR, in executing any duty or exercising any right under an awarded contract will not cause or permit any of its agents or

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employees, or the agents and employees of its subcontractors (if any), who have been convicted of a felony, to enter upon any premises controlled, held, leased, or occupied by the COUNTY, or any agency with which the COUNTY contracts. CONTRACTOR must advise the COUNTY of any employee or agent who has been previously convicted of a felony and prevent this person from obtaining access to client databases and electronic monitoring equipment.

8.2 Employment Prohibition: CONTRACTOR shall not employ any person who is a participant in the continuous electronic monitoring surveillance or home detention program.

8.3 Setoff: Notwithstanding any provision of this Agreement to the contrary, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this Agreement by the CONTRACTOR.

9. PERSONNEL – Key County Personnel:

9.1 The COUNTY has full authority to monitor CONTRACTOR's performance in the daily operations of this Agreement.

9.2 The COUNTY shall provide direction to CONTRACTOR in areas of policy, information, and procedural requirements relating to this Agreement.

10. ACCESS TO DOCUMENTS:

10.1 The COUNTY and/or its authorized representatives shall have full access to all records relating to the performance of this Agreement.

10.2 The CONTRACTOR agrees to maintain records relative to all services provided by it under the terms of this Agreement and must retain all such documents for five (5) years following termination of this Agreement. Such records shall be made available at any time upon request of COUNTY or its authorized representatives.

10.3 State and Federal Audit: CONTRACTOR agrees to allow state and federal auditors, who are duly authorized, full access to all records (in whatever form) relating to this Agreement. Such access shall be granted with or without notice or appointment during CONTRACTOR's regular business hours.

11. OFFICE LOCATIONS: CONTRACTOR shall provide client access points within Riverside County to obtain services.

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- 11.1 The CONTRACTOR's main office for the County of Riverside is located at
4133 Tenth Street, Riverside, CA, 92501
Telephone: (951) 465-4065
Fax: (951) 848-9359
Email: riverside@sentineladvantage.com

The location of monitoring center is
1290 North Hancock St., Suite 103
Anaheim, CA 92807
Telephone: (800) 589-6003
Website: Sentineladvantage.com

11.2 Temporary office space shall be provided by COUNTY located in Indio and Murrieta. CONTRACTOR shall be provided access and use of interview rooms for the orientation of clients along with the installation and removal of all monitoring equipment. The CONTRACTOR shall conduct an evaluation of the first 30 to 45 days of program operations for the sites listed below, sections 11.2.1 and 11.2.2, determining addition of staffing and/or for the addition of a stand-alone facility. CONTRACTOR shall ensure staff is available to provide services at the COUNTY locations listed during the evaluation period, if needed.

11.2.1 Indio location address:
Indio Desert Services Division
47-9410 Arabia St.
Indio, CA 92201

11.2.2 Murrieta location address:
Southwest Services Division
30123 Technology Dr.
Murrieta, CA 92563

11.2.3 COUNTY contact for the locations listed above shall be provided by the Probation Department designated liaison with the COURTS.

12. LITIGATION - RELATED TESTIMONY: The CONTRACTOR may be required to appear in court and respond to court testimony. The equipment supplied as part of this Agreement must be able to withstand challenges by the Court and the CONTRACTOR shall provide a history of successful court challenges. If the legal process requires on site testimony, the CONTRACTOR is required to appear. If the legal process only requires an

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affidavit, the CONTRACTOR is not required to appear.

12.1 If requested as part of litigation, the CONTRACTOR shall be required to provide expert testimony regarding its monitoring equipment and system specifications, as well as the accuracy and reliability of the reports/results. The CONTRACTOR shall make available qualified personnel to provide expert testimony as requested or subpoenaed.

12.2 The CONTRACTOR shall ensure that its personnel respond timely and/or appear as stipulated in the request and/or subpoenas.

12.3 The CONTRACTOR shall supply in format and number requested by COUNTY a record of client alcohol consumption to include, but not be limited to, date, times, and any other recorded information pertaining to request.

13. REPORTS:

13.1 General reports shall be submitted by CONTRACTOR to COUNTY on a monthly, quarterly, and annual basis.

13.1.1 Reports shall include, but not be limited to the following:

- Number of clients enrolled
- Program Start date and end date
- Client total (Must indicate the County Agency responsible for payment)
- Statistical data such as average length on program, drop-outs, and total served countywide with a breakdown of geographic areas (desert, southwest, and west end).

13.1.2 All general reports should be included with the applicable billing submitted to the Probation, and/or any other County Agency utilizing services under this Agreement.

13.1.3 The COUNTY reserves the right to modify and add to the above list of categories for reporting purposes.

13.1.4 Additional reports shall be provided to the COUNTY and any participating COUNTY department/agency upon request.

13.1.5 Any reports, queries, or special projects related to the support of this program shall be developed at "no cost" to the COUNTY.

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13.2 Client Reports shall be submitted by CONTRACTOR to COUNTY at, but not be limited to, the following occurrences: client enrollment, client status change, and client termination/program completion.

13.2.1 All client reports should include the above information. CONTRACTOR shall provide all case management reports of participating clients to the COUNTY e-mail address of their specific assigned Probation Officer for the COUNTY.

13.2.2 The COUNTY reserves the right to modify and add or delete to the above list of categories for reporting purposes.

13.3 All work papers prepared in connection with the contractual services will remain the property of the CONTRACTOR.

13.4 All reports rendered by the request of the COUNTY to the COUNTY shall be the exclusive property of the COUNTY and subject to its use and control.

14. INCIDENT REPORTING:

14.1 The CONTRACTOR shall report incidents such as client absconded, tampered with equipment, and tested positive under the alcohol monitoring program to the Probation case manager the client is assigned under. Timeframe to report incident shall be by the next business day after an abscond or tamper and after confirmation of an alcohol consumption event.

14.1.1 CONTRACTOR shall be required to update the Court Referral Notice and submit through the fax filing system back to the COURTS.

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EXHIBIT B
PAYMENT PROVISIONS
SCRAM Transdermal and Alcohol, Radio Frequency Electronic Monitoring, Satellite and Remote Tracking (GPS) Monitoring

Service Rate: The daily rate for the SCRAM/ BA/ RT, GPS and RF equipment, case management services, and monitoring services shall be a flat rate of \$8.00 per day, per unit in service.

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EXHIBIT E
CONTRACTOR'S SAMPLE PARTICIPANT CONTRACT
[SEE ATTACHED]

RIVERSIDE COUNTY
ALCOHOL MONITORING AND RF / GPS MONITORING PROGRAM
PARTICIPANT CONTRACT

PROGRAM RULES AND REGULATIONS

Initial

You have been placed on the Sentinel Offender Services, LLC, Alcohol Monitoring and RF/GPS Program in lieu of incarceration. These technologies are used to ensure that you do not consume alcohol, leave your home except as specifically allowed by the County and to track your movements while away from your residence. Your daily schedule will be strictly enforced. Any variations in your schedule must be pre-approved by your Sentinel Case Manager. Any failures to comply with program rules will result in a violation notice being forwarded to the County

Initial

On the day that your monitoring is to begin, a monitoring device will be fitted to your ankle and a unit may be installed in your residence. The ankle device will provide alcohol testing or home detention compliance based on the case requirement. This equipment enables us to ensure you do not consume alcohol in addition to monitoring your presence at home during your assigned curfew hours and while you are away from your home. The equipment can only be removed by Sentinel Offender Services when your monitoring period is complete.

Initial

While on the Program you may be scheduled to be out of your home for work, counseling, drug and alcohol treatment, and additional activities **only** with prior Sentinel approval. Schedule changes must be communicated to your Case Manager 24 hours in advance.

Throughout the term of your monitoring period, you may be required to report in person to a Sentinel office for regularly scheduled compliance meetings. At these meetings, you will be required to submit documentation to verify your whereabouts if home detention was ordered. If the required documentation is not provided, a NON-COMPLIANCE REPORT will be sent to the County for enforcement.

Initial

It is important that you carefully read and clearly understand the following program requirements before you are placed on the Alcohol Monitoring and RF/GPS Monitoring Program. **IF DURING THE COURSE OF YOUR PROGRAM YOU DO NOT UNDERSTAND OR CANNOT COMPLY WITH THESE RULES, YOU MUST CALL US IMMEDIATELY AT (951) 465-4065.**

PROGRAM REQUIREMENTS

Initial

1. Upon enrollment, your Case Manager will explain your requirements to you for the duration of your program participation. If home detention is ordered, your Case Manager will establish your initial curfew schedule. Any variations in your curfew schedule must be pre-approved by your Case Manager. Any failure to comply with program rules will result in a violation notice being forwarded to the County. It is your responsibility to plan your activities in advance so that last minute schedule changes do not occur. **IT IS ABSOLUTELY CRITICAL THAT YOU COMPLY WITH YOUR SCHEDULE.**

Initial

2. You will remain within the inside of your residence while under curfew.

Initial

3. If you should willfully fail to return to your residence by the prescribed time, or leave at an unscheduled time, you will be in violation of the program rules and regulations. All non-compliances will be reported to the County.

Initial

4. If you've been so ordered, you must have a working telephone or internet in your residence.

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- Initial
5. You must have electricity in your home. Generators or battery powered devices are not acceptable and may be grounds for removal from the program.
- Initial
6. You agree to admit any person or agent designated by Sentinel or the County into your residence at any time for purposes of verifying compliance with conditions of this program.
- Initial
7. You understand that at any time while on the Program, you may immediately be terminated from the program for the following reasons:
- a. Failure to follow program rules and/or regulations (including any requested documentation)
 - b. Tampering with the equipment, which results in the inability to monitor you effectively
 - c. Any negative behavior which causes you not to complete the program successfully
- Initial
8. Non-Compliance reports will be sent to the County any program violations which include, but are not limited to:
- a. Consuming alcohol at any time or using illegal drugs while on the program
 - b. Leaving the residence when you are scheduled to be at home.
 - c. Returning home later than your schedule allows.
 - d. Leaving home earlier than your schedule allows.
 - e. Failing to make yourself available for telephone calls.
 - f. Failing to maintain electrical/telephone service for any reason.
 - g. Tampering with or attempting to remove the ankle transmitter.
 - h. Tampering with or damaging any part of the electronic monitoring equipment.
 - i. Violating GPS location zone restrictions.
 - j. Missing schedule appointments with your Case Manager
 - k. Failing to provide acceptable verification of work or other court authorized activities
 - l. Failing to comply with any additional conditions set by the court
 - m. Any negative behavior resulting in Court's belief that you may not complete the program successfully.

PROGRAM EQUIPMENT

- Initial
1. The device fitted to your ankle and any other equipment given to you by Sentinel Offender Services is **your responsibility**. If they are damaged, lost, or destroyed, you will be required to pay the following amounts:
- | | | | |
|-------------------------------------|-----------|-----------------------|-----------|
| - Global Positioning System (GPS) | \$ 850.00 | - BART Alcohol Device | \$ 800.00 |
| - Ankle Strap | \$ 30.00 | - SCRAM Bracelet | \$1400.00 |
| - Charging Cords | \$ 30.00 | - SCRAM Base Station | \$ 700.00 |
| -RF Ankle Bracelet | \$ 350.00 | -SCRAM Cellular Unit | \$ 675.00 |
| -RF Home Monitoring Unit | \$ 500.00 | | |
| -RF Home Monitoring Unit (Cellular) | \$ 800.00 | | |
- Initial
2. If the monitoring units are not returned to Sentinel Offender Services, you will be charged with felony theft charges. The ankle strap and transmitter are water-resistant and lightweight. It can be worn under your sock, which will not interfere with your normal activities. Upon completion of your monitoring period, you must return all equipment to our office.

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Initial

3. In the event of a medical emergency, it is your responsibility to notify the Sentinel office of the situation. You will be responsible for providing written proof of your emergency to your Case Manager the following morning or you will remain in violation of the program rules. You may be subject to immediate termination from the program.

Initial

4. I have read or have had read to me and received a copy of the aforementioned rules and regulations and agree to comply with the terms and conditions of the Alcohol Monitoring and Radio Frequency Electronic Monitoring/GPS Program.

MONITORING PROGRAMS

RF (Radio Frequency)

Initial

You are being placed on Radio Frequency (RF) electronic monitoring equipment. RF monitoring is a technology used to report your presence or absence at a predetermined location during scheduled curfew hours.

- + A Transmitter device will be attached to your ankle and a home monitoring unit will be placed in your residence and you will be required to maintain power to the home monitoring unit at all times.
- + Upon enrollment, your Case Manager will establish your initial curfew schedule. Any variations in your schedule must be pre-approved by your Case Manager. Any failures to comply with program objectives will result in a violation notice being forwarded to your Probation Officer/Court. It is your responsibility to plan your activities in advance so that last minute schedule changes do not occur.
- + If you should willfully fail to return to your residence by the prescribed time, or leave at an unscheduled time, you will be in violation of the program rules and regulations. In addition to triggering an automatic notification of violation by Sentinel Offender Services which could lead to your arrest, all non-compliances will be reported to the Riverside County Probation Department or Court.

GPS (Global Positioning System)

Initial

You are being placed on Global Positioning Satellite (GPS) electronic monitoring equipment. GPS monitoring is a technology used to locate your position at all times.

- + A One-Piece GPS device will be attached to your ankle and you will be provided a charging cord for the device
- + While outside of your residence, you must monitor the battery status of the GPS tracking unit. Allowing the GPS tracking unit to become fully discharged may cause immediate termination from the program.
- + Your Case Manager may advise you of specific geographic areas that you **MUST** either remain within (Inclusionary Zone) or stay clear of (Exclusionary Zone). Curfews may apply to Inclusion Zones.
- + Charge your GPS device for one hour twice a day for a total of two hours.

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Alcohol – Portable Monitoring via BART

Initial

- + I understand that I will be subject to random calls, and that it is my responsibility to respond to those calls by submitting to a breath alcohol test.
- + I understand that while on the program, I will not consume alcohol.
- + I understand and agree that I am ultimately responsible for everything I consume.
- + I shall be responsible for reading product labels to determine any possible alcohol content. (i.e., cold remedies, Primatene Mist, cough syrup, NyQuil, toothpaste, mouthwash, non-alcohol beverages, etc.)
- + I understand and agree to rinse my mouth with water before each Breath Alcohol Test.
- + I understand and agree that if I do not successfully complete the testing procedure; presumption of alcohol consumption will result.

Alcohol – SCRAM (Secure Continuous Remote Alcohol Monitoring)

Initial

- + On the day that your monitoring is to begin, a SCRAM bracelet will be fitted to your ankle and a reporting unit will be installed on your telephone. A residential landline or internet modem is required. This equipment enables us to monitor your alcohol consumption as the monitor will read the SCRAM bracelet at a specified time when you are at home. If you do not have a landline phone or internet modem, you will be required to report to the local Sentinel Office weekly. The equipment can only be removed when your monitoring period is complete. I understand and agree to comply with all verbal instructions given by my Case Manager and the guidelines in this contract.
- + I understand that while on the program, I will not consume alcohol in any format.
- + I understand and agree that I am ultimately responsible for everything I consume.
- + I shall be responsible for reading labels to determine any possible alcohol content. (i.e., cold remedies, Primatene Mist, cough syrup, NyQuil, toothpaste, mouthwash, non-alcohol beverages, body sprays, cologne, and perfumes.)
- + I understand and agree that if alcohol consumption is detected by the SCRAM bracelet, a non-compliance report will be sent to the County, and that I will be subject to termination from the program.

PROGRAM SCHEDULES

Your curfew schedule is set by your case manager based on your work schedule and other permitted activities. All requests for schedule changes must be handled by a case manager. Schedule changes can only be made by phone **Monday through Friday from 9:00am to 4:00pm, 24 hrs. in advance**. It is your responsibility to plan your approved activities in advance so that last minute schedule changes do not occur.

In the event of a medical emergency, it is your responsibility to notify your case manager of the situation during regular business hours. **For medical emergencies that occur after business hours, call the 24-hour toll-free number (800) 551-4911 and provide the name of the Hospital and Phone Number**. You will be responsible for providing written proof of the emergency to your case manager the following business day. You will remain in violation of the program rules until proof of any time away is received.

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DRIVING PRIVILEGES

If you are driving a vehicle while on the program, you will be required to provide a valid driver's license at the time of your enrollment in the program. A participant whose license has been suspended or revoked should not operate a motor vehicle. If you are observed driving at any time while on the program, a Non-Compliance Report will be sent immediately to the Court which, may result in termination from the program.

CLIENT GRIEVANCE PROCEDURE

If you have any questions about your program participation that has not been sufficiently answered by your case manager, you may inquire about the situation in writing to the Sentinel Program Manager. If no solution is reached at this level, you may submit your grievance to the **Sentinel Offender Services, Operations Manager**.

PROGRAM FEES

Program participants may be responsible for payments with respect to program fees to the extent determined by the Court. If Riverside County (or any of its instrumentalities, including the Riverside County Probation Department) determines that program participants are required to pay any program fees, that is a determination of Riverside County (or of such instrumentality) and is not a determination of Sentinel. If program participants are required by Riverside County (or any of its instrumentalities, including the Riverside County Probation Department) to make any such payment as aforesaid, all such payments must be made directly to Riverside County (or to such instrumentality as Riverside County shall direct, which may include the Riverside County Probation Department). Sentinel does not establish and does not collect fees, whether on behalf of Riverside County (or any of its instrumentalities, including the Riverside County Probation Department) or otherwise, .

CLIENT AGREEMENT

1. I agree not to bring my children or any children into the Sentinel office during my visits with my case manager.
2. I agree to admit any person or agent designated by the correctional administrator into my residence at any time for purposes of verifying my compliance with the conditions of this program.
3. I agree to remain within the interior premises of my residence at all times, except for the days I work, or to keep appointments for which I have received permission in advance. **Any changes in employment schedule, scheduled activities, or requests for appointments will require 24 hours prior notice to Sentinel staff. All schedule changes must be requested during the hours of 9:00am and 4:00pm, Monday through Friday.**
4. I agree to the use of electronic monitoring or supervising devices for the purpose complying with my Court or Probation ordered sentence/participation. The devices will not be used to eavesdrop or record any conversation. Note: All calls between the Sentinel Monitoring Center and the participant are recorded for quality control.

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5. I agree that the Court may immediately remand me into custody to serve the balance of my sentence for any of the following reasons: A) Electronic monitoring or supervising devices are unable for any reason to perform their function at my designated residence.
 - a. If I for any reason no longer meet the established criteria for program participation.
 - b. If I give the Court reason to believe that I will not complete the program successfully.
6. I agree to answer all telephone calls placed by the Sentinel staff when I am at home, regardless of the time of day or night.
7. I agree to maintain electrical and telephone service at my designated residence while on the program. I understand that generators or battery-powered devices are not acceptable, and I agree to comply with this condition.
8. I agree to attend regularly scheduled office meetings with Sentinel, at which time I will provide verification of activities.
9. I understand that the consumption of alcohol in any form, or the possession of any drugs, not prescribed by a medical doctor, is prohibited. I agree to comply with this condition.
10. I agree not to violate any laws while on the program.
11. I agree to have all firearms found at my designated place of home detention removed prior to my participation on the program.
12. I understand that if I willfully fail to return to my place of home detention later than the period which I am authorized to be away, or if I make unauthorized departures, I could be prosecuted for escape.
13. I acknowledge that the Electronic Monitoring/GPS Program in which I have elected to participate does not permit Sentinel Offender Services to exercise any discretion with respect to generating an automatic alert to law enforcement authorities. In the event I (i) violate my curfew schedule, (ii) enter an exclusion zone, (iii) leave an inclusion zone or (iv) tamper or otherwise damage any program equipment (v) fail to comply with requirements of the alcohol monitoring program (**irrespective of whether such violation was unintentional, unavoidable, excusable, or due to medical or other emergency**), I acknowledge that Sentinel Offender Services will generate an alert and that such alert may lead to a decision on the part of law enforcement to issue a warrant for my arrest. Any and all decisions made in response to an alert are not made by and are outside the purview of Sentinel Offender Services. Accordingly, I agree to waive any and all claims and to hold Sentinel Offender Services harmless from any and all liability and damages of every kind and nature arising out of or related to any arrest, incarceration or other action taken by any Court, state, county, governmental, or other official in response to any alert of a violation generated by Sentinel Offender Services.

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Client Initials

I have been advised that my participation in the Monitoring Program is voluntary. The program guidelines have been explained to me and a copy given to me. I agree to comply with all program rules and regulations. I further understand that failure to follow program guidelines may result in my immediate return to custody without warrant or court order, to serve the balance of my sentence.

I have read and received a copy of the aforementioned rules and regulations and agree to comply with the terms and conditions of the Monitoring Program.

Print Participant's Name

Participant's Signature

Date

Authorized Sentinel Personnel Name

Authorized Sentinel Personnel Signature

Date