

**Participating Addendum Number 22PSX0021**  
**for**  
**Electronic Monitoring Products and Services**  
**between**  
**County of Fresno**  
**And**  
**Satellite Tracking of People, LLC**

This Participating Addendum is entered into by the County of Fresno (“Participating Entity”) and the following Contractor (each a “Party” and collectively the “Parties”) for the purpose of participating in NASPO ValuePoint Master Agreement Number 22PSX0021, executed by Contractor and the State of Connecticut (“Lead State”) for Electronic Monitoring Products and Services (“Master Agreement”):

Satellite Tracking of People, LLC (“Contractor”)  
5353 West Sam Houston Parkway North, Suite 190  
Houston TX 77041

**I. PARTICIPATING ADDENDUM EFFECTIVE NUMBER 22PSX0021, effective February 28, 2024.** The Contractor and Participating Entity both agree that the prior Participating Addendum number 22PSX0021 was entered into in error, is null and void, and is of no force and effect.

**II. PARTICIPATING ADDENDUM CONTACTS.**

Contractor’s contact for this Participating Addendum is:

Don Burk  
VP Growth Solutions  
don.burk@securustechnologies.com  
972-440-8348

Participating Entity’s contact for this Participating Addendum is:

Chief Probation Officer  
Fresno County Probation Department  
[probationcontracts@fresnocountyca.gov](mailto:probationcontracts@fresnocountyca.gov)  
(559) 600-1298

- III. TERM.** This Participating Addendum is retroactively effective on July 1, 2024, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- IV. PARTICIPATION AND USAGE.** This Participating Addendum may be used only by the Participating Entity. If Contractor becomes aware that an entity’s use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.
- V. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with California law, and all associated legal actions shall be brought and maintained in Fresno, California.
- VI. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.
- a. Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
  - b. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
  - c. Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor’s NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum.

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Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum. Contractor will notify Participating Entity of any amendments to the Master Agreement within 10 (ten) calendar days of execution of the amendment. Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ninety (90) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

**Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum.** The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

- VII. ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.
- VIII. MAXIMUM COMPENSATION.** The maximum annual compensation payable to the Contractor under this Agreement is one million, three hundred thousand dollars (\$1,300,000). The maximum compensation for the initial term of this agreement from July 1, 2024 through November 22, 2026 is three million, one hundred and twelve thousand, seven hundred and seventy-eight dollars (\$3,112,778). The maximum compensation payable to the Contractor during each of the two optional twelve-month extension periods is one million, three hundred thousand dollars (\$1,300,000). In no event shall compensation paid for services performed under this Agreement exceed five million, seven hundred and twelve thousand, seven hundred and seventy-eight dollars (\$5,712,778) during the total possible four years, four months and twenty-two days term of this Agreement. The Contractor acknowledges that the County is a local government entity, and does so with notice that the County's powers are limited by the California Constitution and by State law, and with notice that the Contractor may receive compensation under this Agreement only for services performed according to the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount payable under this section. The Contractor further acknowledges that County employees have no authority to pay the Contractor except as expressly provided in this Agreement.
- IX. INVOICES.** The Contractor shall submit monthly invoices in arrears by the fifteenth (15<sup>th</sup>) day of each month for the prior month which services have been rendered. The Contractor shall submit invoices electronically to Fresno County Probation Department at: [ProbationInvoices@fresnocountyca.gov](mailto:ProbationInvoices@fresnocountyca.gov) and [ProbationContracts@fresnocountyca.gov](mailto:ProbationContracts@fresnocountyca.gov). Each invoice shall specifically identify this Agreement number and clearly identify the services provided. The invoice should include a coversheet along with the backup detailing the different agency/division, the agent/staff, the enrollee, enrollee risk level, enrollee primary number, tracking device, tracking device model, start date, end date, and billable days.
- X. PAYMENT.** The County shall pay each correctly completed and timely submitted invoice within 45 days after receipt. The County shall remit any payment to the Contractor's address specified in the invoice. At the discretion of County's Chief Probation Officer, or designee, if an invoice is incorrect or otherwise not in proper form or substance, County's Chief Probation Officer, or designee, shall have the right to withhold payment until the invoice is corrected. Contractor agrees to continue to provide services for a period of ninety (90) days after notification of an incorrect or improper invoice. If after the ninety (90) day period, the invoice is still not corrected to County's satisfaction, County's Chief Probation Officer, or designee, may elect to terminate this Agreement, upon 30 days' notice to Contractor.

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- XI. FEDERAL FUNDING REQUIREMENTS.** Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.
- XII. TERMINATION FOR NON-ALLOCATION OF FUNDS.** The terms of this Agreement are contingent on the approval of funds by the appropriating government agency. If sufficient funds are not allocated, then the County, upon at least 30 days' advance written notice to the Contractor, may:
  - a. Modify the services provided by the Contractor under this Agreement; or
  - b. Terminate this Agreement.
- XIII. INFORMATION TECHNOLOGY STANDARDS.** Contractor agrees to comply at all times during the term of this Agreement with County's Data Security Requirements, attached to this Participating Addendum as Exhibit A.
- XIV. STATE AUDIT REQUIREMENTS.** If the compensation to be paid by the County under this Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three years after final payment under this Agreement. This section survives the termination of this Agreement.
- XV. ATTACHMENTS.** This Participating Addendum includes the following attachments:
  - a. Exhibit A: Data Security Requirements
  - b. Exhibit B: Price Schedule
- XVI. NOTICE.** Any notice required herein shall be sent to the following:

For Contractor:  Don Burk Vice President dburk@securustechnologies.com 817-807-7500	For Participating Entity:  Chief Probation Officer Fresno County Probation Department <a href="mailto:probationcontracts@fresnocountyca.gov">probationcontracts@fresnocountyca.gov</a> (559) 600-1298
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- XVII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at [pa@naspovaluepoint.org](mailto:pa@naspovaluepoint.org). The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.
- XVIII. SIGNATURE**  
The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

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IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

**CONTRACTOR:**

  
\_\_\_\_\_  
**Signature**

Kevin Elder  
**Printed Name**

\_\_\_\_\_  
**President**  
**Title**

6/17/2024  
\_\_\_\_\_  
**Date**

**PARTICIPATING ENTITY:**

\_\_\_\_\_  
**Signature**

Nathan Magsig  
\_\_\_\_\_  
**Printed Name**

Chairman of the Board of Supervisors of the County  
of Fresno  
\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**Attest:**

Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By: \_\_\_\_\_  
Deputy

For accounting use only:

Org No.: 34309999  
Account No.: 7295  
Fund No.: 0001  
Subclass No.: 10000



## Exhibit A Data Security

### 1. Definitions

Capitalized terms used in this Exhibit E have the meanings set forth in this section 1.

- (A) **“Authorized Employees”** means the Contractor’s employees who have access to Personal Information.
- (B) **“Authorized Persons”** means: (i) any and all Authorized Employees; and (ii) any and all of the Contractor’s subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the Contractor, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit E.
- (C) **“Director”** means the County’s Director of Internal Services/Chief Information Officer or his or her designee.
- (D) **“Disclose”** or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.
- (E) **“Person”** means any natural person, corporation, partnership, limited liability company, firm, or association.
- (F) **“Personal Information”** means any and all information, including any data, provided, or to which access is provided, to the Contractor by or upon the authorization of the County, under this Agreement, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or personal identification numbers (PINs), financial account numbers, credit report information, answers to security questions, and other personal identifiers); or (iii) is personal information within the meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.
- (G) **“Privacy Practices Complaint”** means a complaint received by the County relating to the Contractor’s (or any Authorized Person’s) privacy practices, or alleging a Security Breach. Such complaint shall have sufficient detail to enable the Contractor to promptly investigate and take remedial action under this Exhibit E.
- (H) **“Security Safeguards”** means physical, technical, administrative or organizational security procedures and practices put in place by the Contractor (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in section 3(C) of this Exhibit E.

**Exhibit A**  
**Data Security**

- (I) **“Security Breach”** means (i) any act or omission that compromises either the security, confidentiality, value, or integrity of any Personal Information or the Security Safeguards, or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, any Personal Information.
- (J) **“Use”** or any derivative of that word means to receive, acquire, collect, apply, manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

**2. Standard of Care**

- (A) The Contractor acknowledges that, in the course of its engagement by the County under this Agreement, the Contractor, or any Authorized Persons, may Use Personal Information only as permitted in this Agreement.
- (B) The Contractor acknowledges that Personal Information is deemed to be confidential information of, or owned by, the County (or persons from whom the County receives or has received Personal Information) and is not confidential information of, or owned or by, the Contractor, or any Authorized Persons. The Contractor further acknowledges that all right, title, and interest in or to the Personal Information remains in the County (or persons from whom the County receives or has received Personal Information) regardless of the Contractor’s, or any Authorized Person’s, Use of that Personal Information.
- (C) The Contractor agrees and covenants in favor of the Country that the Contractor shall:
  - (i) keep and maintain all Personal Information in strict confidence, using such degree of care under this section 2 as is reasonable and appropriate to avoid a Security Breach;
  - (ii) Use Personal Information exclusively for the purposes for which the Personal Information is made accessible to the Contractor pursuant to the terms of this Exhibit E;
  - (iii) not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for the Contractor’s own purposes or for the benefit of anyone other than the County, without the County’s express prior written consent, which the County may give or withhold in its sole and absolute discretion; and
  - (iv) not, directly or indirectly, Disclose Personal Information to any person (an “Unauthorized Third Party”) other than Authorized Persons pursuant to this Agreement, without the Director’s express prior written consent.
- (D) Notwithstanding the foregoing paragraph, in any case in which the Contractor believes it, or any Authorized Person, is required to disclose Personal Information to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law, Contractor shall (i) immediately notify the County of the specific demand for, and legal authority for the disclosure, including providing County with a copy of any notice, discovery demand, subpoena, or order, as applicable, received by the Contractor, or any Authorized Person, from any government regulatory authorities, or in relation to any legal proceeding, and (ii) promptly notify the County

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before such Personal Information is offered by the Contractor for such disclosure so that the County may have sufficient time to obtain a court order or take any other action the County may deem necessary to protect the Personal Information from such disclosure, and the Contractor shall cooperate with the County to minimize the scope of such disclosure of such Personal Information.

- (E) The Contractor shall remain liable to the County for the actions and omissions of any Unauthorized Third Party concerning its Use of such Personal Information as if they were the Contractor's own actions and omissions.

**3. Information Security**

(A) The Contractor covenants, represents and warrants to the County that the Contractor's Use of Personal Information under this Agreement does and will at all times comply with all applicable federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If the Contractor Uses credit, debit or other payment cardholder information, the Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the Contractor's sole cost and expense.

(B) The Contractor covenants, represents and warrants to the County that, as of the effective date of this Agreement, the Contractor has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.

(C) Without limiting the Contractor's obligations under section 3(A) of this Exhibit E, the Contractor's (or Authorized Person's) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following:

- (i) limiting Use of Personal Information strictly to the Contractor's and Authorized Persons' technical and administrative personnel who are necessary for the Contractor's, or Authorized Persons', Use of the Personal Information pursuant to this Agreement;
- (ii) ensuring that all of the Contractor's connectivity to County computing systems will only be through the County's security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Director;
- (iii) to the extent that they contain or provide access to Personal Information, (a) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating systems, and software applications with information storage capability; (b)

## **Exhibit A Data Security**

employing adequate controls and data security measures, both internally and externally, to protect (1) the Personal Information from potential loss or misappropriation, or unauthorized Use, and (2) the County's operations from disruption and abuse; (c) having and maintaining network, device application, database and platform security; (d) maintaining authentication and access controls within media, computing equipment, operating systems, and software applications; and (e) installing and maintaining in all mobile, wireless, or handheld devices a secure internet connection, having continuously updated anti-virus software protection and a remote wipe feature always enabled, all of which is subject to express prior written consent of the Director;

- (iv) encrypting all Personal Information at advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices, including but not limited to hard disks, portable storage devices, or remote installation, or (b) transmitted over public or wireless networks (the encrypted Personal Information must be subject to password or pass phrase, and be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection, all of which is subject to express prior written consent of the Director);
  - (v) strictly segregating Personal Information from all other information of the Contractor, including any Authorized Person, or anyone with whom the Contractor or any Authorized Person deals so that Personal Information is not commingled with any other types of information;
  - (vi) having a patch management process including installation of all operating system and software vendor security patches;
  - (vii) maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and
  - (viii) providing appropriate privacy and information security training to Authorized Employees.
- (D) During the term of each Authorized Employee's employment by the Contractor, the Contractor shall cause such Authorized Employees to abide strictly by the Contractor's obligations under this Exhibit E. The Contractor shall maintain a disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.
- (E) The Contractor shall, in a secure manner, backup daily, or more frequently if it is the Contractor's practice to do so more frequently, Personal Information received from the County, and the County shall have immediate, real time access, at all times, to such backups via a secure, remote access connection provided by the Contractor, through the Internet.
- (F) The Contractor shall provide the County with the name and contact information for each Authorized Employee (including such Authorized Employee's work shift, and at least one alternate Authorized Employee for each Authorized Employee during such work shift) who shall serve as the County's primary security contact with the Contractor and shall be



## **Exhibit A Data Security**

available to assist the County twenty-four (24) hours per day, seven (7) days per week as a contact in resolving the Contractor's and any Authorized Persons' obligations associated with a Security Breach or a Privacy Practices Complaint.

- (G) The Contractor shall not knowingly include or authorize any Trojan Horse, back door, time bomb, drop dead device, worm, virus, or other code of any kind that may disable, erase, display any unauthorized message within, or otherwise impair any County computing system, with or without the intent to cause harm.

### **4. Security Breach Procedures**

- (A) Immediately upon the Contractor's awareness or reasonable belief of a Security Breach, the Contractor shall (i) notify the Director of the Security Breach, such notice to be given first by telephone at the following telephone number, followed promptly by email at the following email address: (559) 600-6200 / servicedesk@fresnocountyca.gov (which telephone number and email address the County may update by providing notice to the Contractor), and (ii) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.
- (B) Immediately following the Contractor's notification to the County of a Security Breach, as provided pursuant to section 4(A) of this Exhibit E, the Parties shall coordinate with each other to investigate the Security Breach. The Contractor agrees to fully cooperate with the County, including, without limitation:
- (i) assisting the County in conducting any investigation;
  - (ii) providing the County with physical access to the facilities and operations affected;
  - (iii) facilitating interviews with Authorized Persons and any of the Contractor's other employees knowledgeable of the matter; and
  - (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the County.

To that end, the Contractor shall, with respect to a Security Breach, be solely responsible, at its cost, for all notifications required by law and regulation, or deemed reasonably necessary by the County, and the Contractor shall provide a written report of the investigation and reporting required to the Director within 30 days after the Contractor's discovery of the Security Breach.

- (C) County shall promptly notify the Contractor of the Director's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon the Contractor's receipt of that notification, the Contractor shall promptly address such Privacy Practices Complaint, including taking any corrective action under this Exhibit E, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards.

## **Exhibit A Data Security**

In the event the Contractor discovers a Security Breach, the Contractor shall treat the Privacy Practices Complaint as a Security Breach. Within 24 hours of the Contractor's receipt of notification of such Privacy Practices Complaint, the Contractor shall notify the County whether the matter is a Security Breach, or otherwise has been corrected and the manner of correction, or determined not to require corrective action and the reason for that determination.

- (D) The Contractor shall take prompt corrective action to respond to and remedy any Security Breach and take mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. The Contractor shall reimburse the County for all reasonable costs incurred by the County in responding to, and mitigating damages caused by, any Security Breach, including all costs of the County incurred relation to any litigation or other action described section 4(E) of this Exhibit E.
- (E) The Contractor agrees to cooperate, at its sole expense, with the County in any litigation or other action to protect the County's rights relating to Personal Information, including the rights of persons from whom the County receives Personal Information.

### **5. Oversight of Security Compliance**

- (A) The Contractor shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- (B) Upon the County's written request, to confirm the Contractor's compliance with this Exhibit E, as well as any applicable laws, regulations and industry standards, the Contractor grants the County or, upon the County's election, a third party on the County's behalf, permission to perform an assessment, audit, examination or review of all controls in the Contractor's physical and technical environment in relation to all Personal Information that is Used by the Contractor pursuant to this Agreement. The Contractor shall fully cooperate with such assessment, audit or examination, as applicable, by providing the County or the third party on the County's behalf, access to all Authorized Employees and other knowledgeable personnel, physical premises, documentation, infrastructure and application software that is Used by the Contractor for Personal Information pursuant to this Agreement. In addition, the Contractor shall provide the County with the results of any audit by or on behalf of the Contractor that assesses the effectiveness of the Contractor's information security program as relevant to the security and confidentiality of Personal Information Used by the Contractor or Authorized Persons during the course of this Agreement under this Exhibit E.
- (C) The Contractor shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit E. that apply to the Contractor with respect to such Personal Information by incorporating the relevant provisions of these provisions into a valid and binding written agreement between the Contractor and such Authorized Persons, or amending any written agreements to provide same.

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**6. Return or Destruction of Personal Information.** Upon the termination of this Agreement, the Contractor shall, and shall instruct all Authorized Persons to, promptly return to the County all Personal Information, whether in written, electronic or other form or media, in its possession or the possession of such Authorized Persons, in a machine readable form used by the County at the time of such return, or upon the express prior written consent of the Director, securely destroy all such Personal Information, and certify in writing to the County that such Personal Information have been returned to the County or disposed of securely, as applicable. If the Contractor is authorized to dispose of any such Personal Information, as provided in this Exhibit E, such certification shall state the date, time, and manner (including standard) of disposal and by whom, specifying the title of the individual. The Contractor shall comply with all reasonable directions provided by the Director with respect to the return or disposal of Personal Information and copies of Personal Information. If return or disposal of such Personal Information or copies of Personal Information is not feasible, the Contractor shall notify the County according, specifying the reason, and continue to extend the protections of this Exhibit E to all such Personal Information and copies of Personal Information. The Contractor shall not retain any copy of any Personal Information after returning or disposing of Personal Information as required by this section 6. The Contractor's obligations under this section 6 survive the termination of this Agreement and apply to all Personal Information that the Contractor retains if return or disposal is not feasible and to all Personal Information that the Contractor may later discover.

**7. Equitable Relief.** The Contractor acknowledges that any breach of its covenants or obligations set forth in this Exhibit E may cause the County irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the County is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the County may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available to the County at law or in equity or under this Agreement.

**8. Indemnity.** The Contractor shall defend, indemnify and hold harmless the County, its officers, employees, and agents, (each, a "**County Indemnitee**") from and against any and all infringement of intellectual property including, but not limited to infringement of copyright, trademark, and trade dress, invasion of privacy, information theft, and extortion, unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, Personal Information, Security Breach response and remedy costs, credit monitoring expenses, forfeitures, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, fines and penalties (including regulatory fines and penalties), costs or expenses of whatever kind, including attorneys' fees and costs, the cost of enforcing any right to indemnification or defense under this Exhibit E and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim or action against any County Indemnitee in relation to the Contractor's, its officers, employees, or agents, or any Authorized Employee's or Authorized Person's, performance or failure to perform under this Exhibit E or arising out of or resulting from the Contractor's failure to comply with any of its obligations under this section 8. The provisions of this section 8 do not apply to the acts or omissions of the County. The provisions of this section 8 are cumulative to any other obligation of the Contractor to, defend, indemnify, or hold harmless any County Indemnitee under this Agreement. The provisions of this section 8 shall survive the termination of this Agreement.

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**9. Survival.** The respective rights and obligations of the Contractor and the County as stated in this Exhibit E shall survive the termination of this Agreement.

**10. No Third Party Beneficiary.** Nothing express or implied in the provisions of in this Exhibit E is intended to confer, nor shall anything in this Exhibit E confer, upon any person other than the County or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

**11. No County Warranty.** The County does not make any warranty or representation whether any Personal Information in the Contractor's (or any Authorized Person's) possession or control, or Use by the Contractor (or any Authorized Person), pursuant to the terms of this Agreement is or will be secure from unauthorized Use, or a Security Breach or Privacy Practices Complaint.

**MASTER AGREEMENT #: 22PSX0021  
EXHIBIT B  
PRICE SCHEDULE**

This Exhibit B Price Schedule includes not to exceed "ceiling" pricing for Contractor for the electronic monitoring service offered. All Contractor costs are included in the prices specified unless otherwise negotiated per Participating Entity's PA. A Participating Entity reserves the right to further negotiate pricing per its PA.

<b>A. Electronic Monitoring Service Category: RF</b>	
<b>Contractor:</b> Satellite Tracking of People, LLC	<b>Delivery:</b> As required per Purchasing Entity

Item	Description of Service	Cost	
1	Real time electronic monitoring of home confinement 24 hours per day, 7 days per week, and 365 days per year	Included at no additional cost.	
2	System implementation, integration, configuration, UAT and Go-Live deployment		
3	Licensed Software for Purchasing Entity authorized Users		
4	Hosted Services		
5	System Training for unlimited Users: <ul style="list-style-type: none"> <li>• Web Based and/or Virtual Training</li> <li>• On-Site</li> </ul>		
6	Preventative Maintenance and Support of Hardware		
7	Monitoring Center System Automated Alert Notifications, 24/7/365		
8	Optional Offender Billing Service		\$0.10 per active unit per day
9	Optional Offender Hardware Installation and Removal Service		\$3.00 per each occurrence
10	Optional Solutions+ Service		\$3.00 per active unit per day
11	Monitoring Center Live Alert Notification Options, 24/7/365		
11.1	Real time closed-loop notification	\$ 0.25 per active unit per day	
11.2	Real time escalation notification	\$ 0.25 per active unit per day	
11.3	IVR automated alert notifications	\$ 0.25 per active unit per day	
11.4	Offender curfew and hardware status alert via telephone	\$ 0.25 per active unit per day	
11.5	Verbal notification made by Contractor as instructed by Purchasing Entity	\$ 0.25 per call	
11.6	Real time call to Purchasing Entity User or Purchasing Entity authorized offender(s)	\$0.75 per active unit per day	

Hardware Lease Only:					
Item	Model Description	Number of Units	Daily Rate Per Active Unit Per Day	Replacement Cost Per Unit	
			BLUband and BLUhome Lease and Landline or Cellular Monitoring Service	BLUband	BLUhome
1	BLUband and BLUhome and all associated consumable accessories.	1 - 100	\$ 1.75	\$ 90.00	\$ 250.00
		101 - 250	\$ 1.75	\$ 90.00	\$ 250.00
		251 - 500	\$ 1.75	\$ 90.00	\$ 250.00
		501 - 1,000	\$ 1.75	\$ 90.00	\$ 250.00
		1,001 - 2,000	\$ 1.75	\$ 90.00	\$ 250.00
		2,001 - 3,500	\$ 1.75	\$ 90.00	\$ 250.00
		3,501+	\$ 1.75	\$ 90.00	\$ 250.00
Item	Model Description	Number of Units	Daily Rate Per Active Unit Per Day	Replacement Cost Per Unit	
			BLUscan Lease	BLUscan device	
2	BLUscan device	1 +	\$ 1.00	\$ 400.00	

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PRICE SCHEDULE

**B. Electronic Monitoring Service Category: AM**

<b>Contractor:</b> Satellite Tracking of People, LLC	<b>Delivery:</b> As required per Purchasing Entity
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Item	Description of Service	Cost
1	Real time electronic monitoring of home confinement 24 hours per day, 7 days per week, and 365 days per year	Included at no additional cost.
2	System implementation, integration, configuration, UAT and Go-Live deployment	
3	Licensed Software for Users	
4	Hosted Services	
5	System Training for unlimited Users: <ul style="list-style-type: none"> <li>• Web Based and/or Virtual Training</li> <li>• On-Site</li> </ul>	
6	Preventative Maintenance and Support of Hardware	
7	Optional Offender Billing Service	\$0.10 per active unit per day
8	Optional Solutions+ Service	\$3.00 per active unit per day

Hardware Lease Only:						
Item	Model Description	Number of Units	Daily Rate Per Active Unit Per Day		Replacement Cost Per Unit	
			SoberTrack Lease and Monitoring Service		SoberTrack	
1	SoberTrack and all associated consumable accessories.	1 - 50	\$ 3.75		\$ 500.00	
		51 - 150	\$ 3.75		\$ 500.00	
		151 - 300	\$ 3.75		\$ 500.00	
		301+	\$ 3.60		\$ 500.00	

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PRICE SCHEDULE

**C. Electronic Monitoring Service Category: GPS Satellite Monitoring**

<b>Contractor:</b> Satellite Tracking of People, LLC	<b>Delivery:</b> As required per Purchasing Entity
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Item	Description of Service	Cost
1	Real time electronic monitoring of home confinement 24 hours per day, 7 days per week, and 365 days per year	Included at no additional cost.
2	System implementation, integration, configuration, UAT and Go-Live deployment	
3	Licensed Software for Purchasing Entity authorized Users	
4	Hosted Services	
5	System Training for unlimited Users: <ul style="list-style-type: none"> <li>• Web Based and/or Virtual Training</li> <li>• On-Site</li> </ul>	
6	Preventative Maintenance and Support of Hardware	
7	Monitoring Center System Automated Alert Notifications, 24/7/365	
8	Optional Offender Billing Service	\$0.10 per active unit per day
9	Optional Offender Hardware Installation and Removal Service	\$3.00 per each occurrence
11	Optional Solutions+ Service	\$3.00 per active unit per day
12	Optional StalkerAlert Mobile Application	\$5.00 per active unit per day
13	Monitoring Center Live Alert Notification Options, 24/7/365	
13.1	Real time closed-loop notification	\$ 0.25 per active unit per day
13.2	Real time escalation notification	\$ 0.25 per active unit per day
13.3	IVR automated alert notifications	\$ 0.25 per active unit per day
13.4	Offender curfew and hardware status alert via telephone	\$ 0.25 per active unit per day
13.5	Verbal notification made by Contractor as instructed by Purchasing Entity	\$ 0.25 per call
13.6	Real time call to Purchasing Entity User or Purchasing Entity authorized offender(s)	\$0.75 per active unit per day

Hardware Lease Option Only:					
Item	Model Description	Number of Units	Daily Rate Per Active Unit Per Day	Replacement Cost Per Unit	
			BLUtag and BLUhome or BLUbox Lease and Landline or Cellular Monitoring Service	BLUtag	BLUhome or BLUbox
1	BLUtag, BLUhome or BLUbox and all associated consumable accessories.	1 - 100	\$ 2.85	\$ 225.00	\$250.00
		101 - 250	\$ 2.85	\$ 225.00	\$250.00
		251 - 500	\$ 2.85	\$ 225.00	\$250.00
		501 - 1,000	\$ 2.75	\$ 225.00	\$250.00
		1,001 - 2,000	\$ 2.75	\$ 225.00	\$250.00
		2,001 - 3,500	\$ 2.65	\$ 225.00	\$250.00
		3,501+	\$ 2.65	\$ 225.00	\$250.00