

SENTINEL OFFENDER SERVICES, LLC

MONITORING SERVICES AGREEMENT

This Monitoring Services Agreement (this "**Agreement**") dated as of December 12, 2012, is entered into by and between Sentinel Offender Services, LLC, a Delaware limited liability company ("**Sentinel**"), having its principal place of business at 201 Technology Drive, Irvine, California 92618, and Clark County District Court ("**Customer**") having its principal place of business at 1200 Franklin St, Vancouver, WA 98666.

RECITALS

- A. Sentinel is engaged in the business of providing the Services (as defined as Section 1.1) to Customers, probation departments and community correctional entities.
- B. The Customer desires to supervise a certain portion of their offenders in a Supervision and Tracking Program that is to monitor the offender through one of the different levels of monitoring services provided by Sentinel.
- C. Sentinel and Customer desire to enter in to a relationship whereby Sentinel shall provide the Services to Customer on the terms and subject to the conditions set forth herein.
- D. The Customer will be responsible for determining the level and type of monitoring on an individual basis. The customer may wish to use monitoring services that include Radio Frequency, Global Positioning Satellite Tracking, Alcohol Testing, or Drug Testing.

NOW THEREFORE, in consideration of the above recitals and in consideration of the mutual agreements and undertakings set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Services; Equipment; and Customer's Responsibilities

1.1 Services to be Performed. During the Term (as defined at Section 3.1), Sentinel shall provide to The Customer services described at **Exhibit "A"** attached hereto (the "**Services**"). Sentinel shall provide the Services by qualified personnel in a professional manner. SENTINEL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

1.2 Equipment. During the Term, Sentinel shall provide and maintain certain equipment ("**Sentinel Equipment**") in connection with its provision of its electronic monitoring Services. All Sentinel Equipment provided under this Agreement shall remain the sole and exclusive property of Sentinel. Sentinel Equipment in Customer's possession, custody or control is set forth at **Exhibit "B"** attached hereto ("**Customer-Controlled Equipment**").

*WA State Contract
14600*

1.3 Customer's Responsibilities. In addition to any other obligations of The Customer set forth herein, Customer shall be responsible for the obligations set forth at **Exhibit "C"** attached hereto ("**Customer Responsibilities**").

Section 2. Service Fees and Payments

2.1 Service Fees. Sentinel shall collect, from the Customer for services prior to transition and from the offender after transition, the agreed upon amount for services rendered (See Exhibit "A"). The fee schedule is to be defined in **Exhibit "D"** attached hereto (the "**Fee Table**"). Customer payments will be due and payable within 30 days of receipt of invoice. Any fees not paid within the 30 day after invoice will result in an interest rate of 1.5% to be added to the monthly invoice total.

2.2 Payments and Acceptance. The Customer acknowledges and understands that acceptance by Sentinel of any payments under this Agreement shall not prevent Sentinel at any later date from disputing the amount owed or from demanding more information from the Customer regarding payments finally due.

Section 3. Term; Termination; and Suspension

Term. This Agreement is effective as of January 1, 2013, and shall continue in full force and effect until December 31, 2014, (The "**Initial Term**"). This Agreement will be deemed to be renewed annually ("**Renewal Term**") upon the expiration of the Initial Term, after the completion of the initial term either party may terminate the agreement with or without cause by giving the other party a 60 day written notice. This agreement will be considered extended unless a party hereto notifies the other party sixty (60) days prior to renewal that this Agreement will be terminated or unless this Agreement is subject to early termination pursuant to Sections 3.2 or 9.12 (the "**Term**").

3.1 Termination. Upon a party's material breach of the terms and conditions of this Agreement, the non-breaching party shall notify the breaching party in writing indicating the nature of such breach. If the breaching party fails to cure the breach within 60 calendar days of its receipt of written notice from the non-breaching party, the non-breaching party may immediately terminate this Agreement.

3.2 Rights Upon Termination. Upon termination or expiration of this Agreement:

(a) Sentinel shall immediately cease to provide the Services; *provided, however,* that Sentinel shall continue to provide the services described at **Exhibit "E"** attached hereto ("**Post-Termination Services**");

(b) Each party shall return to the other party all copies of any Confidential Information (as defined at Section 5.1) or other materials received from the other party;

(c) Sentinel shall give to Customer all copies of Private Information (as define at Section 5.3);

(d) Sentinel will continue to collect all fees due and owing under this Agreement as of the date of termination or expiration of this Agreement; and

(e) If requested by either party, the parties will issue a mutually acceptable communication regarding the termination or expiration of the Agreement.

3.3 Suspension. Sentinel reserves the right, but assumes no obligation, to suspend performance immediately if, in Sentinel's reasonable judgment, The Customer has materially breached any obligation set forth herein.

3.4 Lost and damaged. Sentinel reserves the right to charge for lost or damaged Sentinel Equipment per items 9.14 and Exhibit B herein.

Section 4. Marketing

The Customer agrees that Sentinel may include the name of the Customer's name in listings of Sentinel's customers.

Section 5. Confidentiality and Privacy

5.1 Nondisclosure and Limited Use. Each party acknowledges that by reason of its relationship to the other party under this Agreement it will have access to certain information and materials concerning the other party's business, plans, customers (including criminal records), technology and products that are confidential and of substantial value to such party ("**Confidential Information**"), which value would be impaired if such Confidential Information were disclosed to third parties. Each party agrees to maintain all Confidential Information received from the other party, both orally and in writing, in confidence and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the disclosing party, except the parties agree to comply with the provisions of the Washington Public Records Act, RCW 42.56, *et. seq.* Each party further agrees to use the Confidential Information only for the purpose of performing this Agreement.

5.2 Exclusions. The parties' obligations of non-disclosure and limited use set forth at Section 5.1 shall not apply to Confidential Information which: (a) is or becomes a matter of public knowledge through no fault of or action by the receiving party; (b) was rightfully in the receiving party's possession prior to disclosure by the disclosing party; (c) subsequent to disclosure, is rightfully obtained by the receiving party from a third party who is lawfully in possession of such Confidential Information without restriction; (d) is independently developed by the receiving Party without resort to Confidential Information which is confidential under this Agreement; or (e) is required by law or judicial order, *provided* that prior written notice of such required disclosure is furnished to the disclosing party as soon as practicable in order to afford the disclosing party an opportunity to seek a protective order and that if such order cannot be obtained disclosure may be made without liability. Whenever requested by a disclosing party, a receiving party shall immediately return to the disclosing party all manifestations of the Confidential Information, or, at the disclosing party's option, shall destroy all such Confidential Information as the disclosing party may designate.

5.3 Private Information. Sentinel acknowledges and understands that it may produce certain private information, records and other materials concerning inmates, probationers, juveniles and

other private persons that are confidential ("Private Information"), the disclosure of which may violate applicable privacy laws. Sentinel shall maintain all Private Information in confidence and agrees not to disclose or otherwise make available such Private Information to any third party without the prior written consent of Customer, *provided, however*, that Sentinel shall be entitled to disclose any Private Information to the extent required by law of judicial order, including under the Washington Public Records Act, RCW 42.56, *et. seq.* Sentinel further agrees to use the Private Information only for the purpose of performing this Agreement.

Section 6. Representations and Warranties

Each party to this Agreement represents and warrants to the other that (a) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; (b) this Agreement has been duly authorized by all necessary action on the part of such party and constitutes a valid and legally binding obligation of such party, enforceable in accordance with its terms and conditions; (c) such party need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement; and (d) such party is not a party to any written or oral agreement, understanding, arrangement or contract that prohibits the performance of its obligations hereunder.

Section 7. Acknowledgements

The Customer acknowledges that Sentinel is providing the Sentinel Equipment and the Services specifically referenced in Exhibit A hereto. Sentinel is not involved in establishing criteria or otherwise providing advice or guidance on the selection of participating offenders, it being understood that all risk associated with selection and course of monitoring is expressly borne by the Customer. In addition, the Customer acknowledges that Sentinel has not made any representation or warranty that the Services will be available without interruption or that they will be provided error free. The Customer assumes full responsibility for responding to alert signals indicating violations by participant offenders.

Section 8. Limitation of Liability

8.1 Disclaimer. The Customer acknowledges that it is solely responsible for the decision to use the Services and all decisions regarding the selection of third parties that will have access to or contact with the Services, including, without limitation, probationers, juveniles and The Customer's employees. SENTINEL DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE CUSTOMER'S DECISIONS DESCRIBED IN THIS SECTION 8.1.

8.2 Service Availability. The Customer acknowledges Sentinel's ability to provide electronic monitoring Services effectively is dependent on factors outside of its control, including without limitation, prompt reporting by the Customer of observed defects or deficiencies in any equipment assigned to or retrieved from participant offenders, proper maintenance of equipment by the Customer, extended power outages, disconnection or other loss/interruption of telephone lines, operation of wire line and wireless networks, internet connectivity, and scrambling, interruption, suspension or other interference in the transmission of radio signals or signals to or from global positioning satellites. Accordingly, the Customer acknowledges that Sentinel does not warrant that the services will function on an error-free basis. At any given time, the equipment or software used in connections with this agreement may

malfunction and failures in the services may occur from time to time. The Customer agrees that Sentinel will not be liable for any damages or harms, including, without limitation, property damage, personal injury, bodily injury, illness or death, that the Customer or the Customer's employees, agents or other affiliates may incur arising out of Sentinel's operations or its provision of or failure to provide the services, due to causes outside Sentinel's control.

The Customer affirms that if it requests that Sentinel provide electronic monitoring by global positioning satellite (GPS) to certain participants. All participants identified for GPS monitoring have been selected independently by the Customer without input, advice or other involvement of Sentinel and Sentinel has agreed to comply with instructions of the Customer on the scope of monitoring for each selected participant.

The Customer recognizes the risks inherent with GPS monitoring and acknowledges that it has considered and assumed all such risks in selecting participants, prescribing the scope and course/level of monitoring, and establishing the response protocols for any electronic monitoring program to be conducted by Sentinel. The Customer agrees that Sentinel shall be entitled to indemnification for any and all damages, losses, liabilities, and expenses (including reasonable attorney's fees) which hereafter may be incurred by Sentinel arising in connection with its provision of GPS monitoring services to the extent such risks have been expressly assumed by the Customer or otherwise are outside of Sentinel's direct and immediate control.

8.3 Limitation of damages. Except for breach of any confidentiality or privacy obligations, neither party, nor any of its officers, directors, shareholders, employees, agents independent contractors, representatives, or affiliates shall be liable to the other party or any of its officers, directors, shareholders, employees, agents, independent contractors, representatives, or affiliates for punitive, special, consequential, incidental, or indirect damages including, without limitation, lost profits, arising in connections with the services, even if such party has been advised of the possibility of such damages. Sentinel's aggregate liability to the Customer relating to or arising out of this Agreement, whether in contract, tort, or otherwise, shall not exceed, the greater of: (a) the total amounts paid by Customer to Sentinel during the 12 month period immediately preceding the event which gave rise to the Customer's claims, (b) \$100,000.00.

8.4 Independent contractor. The parties agree that Sentinel is an independent contractor as that term is commonly used and is not an employee of the Customer. As such, Sentinel is solely responsible for all taxes and none shall be withheld from the sums paid to Sentinel. Sentinel acknowledges that it is not insured in any manner by the Customer for any loss of any kind whatsoever. Sentinel has not authority, express or implied, to bind or obligate the Customer in any way.

8.5 Subcontracting. The parties agree that Sentinel shall not subcontract, assign or delegate any portion of this agreement or the services to be performed hereunder without prior written approval of the Customer. In the event that the Customer approves of any such subcontracting, assignment or delegation, Sentinel shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. Sentinel shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Sentinel of any responsibility for performing under this agreement.

8.6 Authority to Bind Contractor. Notwithstanding anything in this agreement to the contrary, the signatory for Sentinel represents that he has been duly authorized to execute agreements on behalf of the company designated above and has obtained all necessary or applicable approval from the home office of the company to make this agreement fully binding upon the company when his signature is affixed and accepted by the Customer.

Section 9. General Provisions

9.1 Assignment. This Agreement and all right and duties hereunder may not be assigned, mortgaged, sublicensed, delegated, or otherwise encumbered by any party or by operation of law without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that a party's rights hereunder may be transferred to a successor of all or substantially all of the business and assets of the party regardless of how the transaction or series of related transactions is structured.

9.2 Notices. All notices, requests, or other communications required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing (including telecopy) and, unless otherwise expressly provided herein, shall be delivered (a) by hand during normal business hours, (b) by Federal Express, United Parcel Service or other reputable overnight commercial delivery service (collectively, "**overnight courier**"), (c) by registered or certified mail (return receipt requested) or (d) by telecopy, addressed as follows:

If to Sentinel:

Sentinel Offender Services, LLC
201 Technology Drive
Irvine, California 92618
Attention: Robert A. Contestabile, President
Telephone No.: (800) 589-6003
Facsimile No.: (800) 327-1178

If to Customer:

Clark County District Court
1200 Franklin Street
Vancouver, WA 98660
Attn: Rafaela Selga, Court Administrator
Telephone No.: (360) 397-2424 x4738
Facsimile No.: (360) 759-6941

Any such notice shall be effective for purposes of determining compliance with the time requirements herein (a) at the time of personal delivery, if delivered by hand, (b) at the time accepted for overnight delivery by the overnight courier, if deliver by overnight courier, (c) at the time of deposit in the United States mail, postage fully prepaid, if delivered by registered or certified mail, or (d) at the time of confirmation of receipt, if delivered by telecopy.

If either party changes its address for purposes of notices hereunder, such party shall give written notice of such change to the other party in accordance with this Section 9.2.

9.3 Entire Agreement. This Agreement (together with the other written agreements specifically referred to herein) shall constitute the entire agreement between the parties hereto and shall supersede any other agreements (including the existing monitoring agreement presently in effect with the Customer), whether oral or written, express or implied, as they pertain to the transactions contemplated herein. No revision, change, amendment, addendum or modification of this Agreement shall be effective unless made in writing and signed by both of the parties hereto.

9.4 Dispute Resolution. The parties shall strive to resolve all disputes, to the extent possible, through negotiation in good faith. If negotiation is not successful, they may agree to enter into mediation. Mediation shall take place only if the parties agree to it in advance in writing. If the parties elect to pursue mediation, they should make specific provision in writing for the selection of a mediator, acceptable to both sides, along with the amount of compensation, if any, for the mediator, the time period allotted for completion of the mediation and any other reasonable terms that will enhance the efficient, inexpensive and prompt resolution of the issues. The parties may also agree to arbitration. Arbitration shall take place only if the parties agree to it in advance in writing. If the parties elect to pursue arbitration, they should make specific provision in writing for the selection of one arbitrator (and not a panel), acceptable to both sides, along with the amount of compensation, if any, for the arbitrator, the time period allotted for completion of the arbitration and any other reasonable terms that will enhance the efficient, inexpensive and prompt resolution of the issues. The parties agree to share equally the costs of the mediation or arbitration. Notwithstanding the foregoing, either party may pursue any remedy in law or equity.

9.5 Governing Law and Choice Of Forum. This Agreement shall be construed and governed in accordance with the internal law of the State of Washington. In the event any legal action becomes necessary to enforce or interpret the terms of this Agreement, including but not limited to any applications for temporary restraining orders, temporary or permanent injunctions, the parties agree that such action will be brought in the Clark County District Court or in the U.S. District Court for the State of Washington, and the parties hereby submit to the exclusive jurisdiction of said Courts.

9.6 Attorney's Fees. In the event of any action, or claim between the parties hereto relating to the Agreement or the breach, the prevailing party in such action shall be entitled to recover from such other party the costs and expenses of such prevailing party, including reasonable fees or attorneys and other advisors, incurred in taking or defending such action or claim, to the extent permitted under Washington law. Each party has the right to negotiate the total sum allowed for attorney fees incurred by the other party.

9.7 Non-solicitation of Employees. The undersigned parties agree not to solicit, hire or initiate any direct conversations regarding hiring any employee of the other party, without the prior written consent of the person's current employer.

9.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

9.9 Severability. If any provision of this Agreement is found by any Court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed to be modified to the minimum extent necessary to cause it to be valid and enforceable and the

invalidity or unenforceability of such provision prior to such modification shall not affect the other provisions of this Agreement and all provision not affect by the invalidity or unenforceability shall remain in full force and effect.

9.10 Remedies Not Exclusive. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, except as expressly provided in this Agreement or any Exhibit thereto, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

9.11 Waiver. Failure of either party at any time to require the performance of any provision under this Agreement shall not affect the right of such party to require full performance thereafter and a waiver by either party of a breach of any provision of this Agreement shall not be taken or held to be a waiver of any further or similar breach or as nullifying the effectiveness of such provision.

9.12 Force Majeure. If performance hereunder is interfered with by any condition beyond a party's reasonable control (a "**Force Majeure Event**"), the affected party shall be excused from such performance to the extent of such condition, *provided, however* that if a Force Majeure Event detrimentally affects a party's performance of a material covenant hereunder for 30 days or more, the other party can terminate this Agreement. The party whose performance is prevented by a Force Majeure Event shall immediately inform the other party of the state of affairs.

9.13 Independent Contractors. Sentinel and the Customer are independent entities, and no agency, partnership, franchise, joint venture or employment relationship is intended or created by this Agreement. No party shall make any warranties or representations on behalf of any other party.

9.14 Referral of Participants/Participant's Responsibility for Loss/Damage to Equipment. The Customer shall direct participants to report and participate in the Supervision and Tracking Program provided by Sentinel, including the written contract agreement of participant with the Program Rules and Conditions of Participation, included in the Program Operation Manual and specifying that full costs of Equipment (for loss of or damage to any Equipment assigned to participants) will be assessed of the participant commensurate with the current market value of the equipment. Sentinel will provide written notification to the Customer of any participant who loses and/or damages Equipment and has not reimbursed Sentinel for the current market value of the equipment and Customer agrees to promptly remove all such participants from ongoing eligibility in the Supervision and Tracking Program. The parties mutually acknowledge that Sentinel shall have the uninhibited right to prosecute participants who lose and/or damage Equipment and have not reimbursed Sentinel for the current market value of the Equipment.

[signatures follow]

IN WITNESS WHEREOF, the Customer and Sentinel have executed this Service Agreement on the dates shown below.

Clark County District Court ("Customer") Approved as to form only:

By: Ruei Baum
Its: Clark County Administrator

By: [Signature]
Deputy Prosecuting Attorney

Date: _____

By: _____
Its: _____

Date: _____

By: _____
Its: _____

Date: _____

By: _____
Its: _____

Date: _____

SENTINEL OFFENDER SERVICES, LLC ("SENTINEL")

By: [Signature]
Its: Hans Kintsch, Chief Financial Officer

Date: December 12, 2012

EXHIBIT "A" **THE SERVICES**

- **Basic Services**

Prior to this Agreement, the County operated a County-Funded Program. At the inception of this Agreement the County anticipates transitioning (the "Transition") participants through attrition from the County-Funded Program to an Offender Funded Program. For the Offender Funded program, Sentinel will provide Full Service Case Management with any of the selected technologies including: RF electronic monitoring, GPS tracking, and alcohol testing. Drug testing can also be provided as an additional option. All fees for this program are to be paid by the offender. The Offender-Funded Program prices are listed on *Exhibit "D-1", Offender-Funded Fee Schedule*. Pricing per unit in use for the County-Funded Program is listed on *Exhibit "D-2", County Funded Program Equipment & Monitoring Services*.

- **Training Services**

Sentinel will provide the necessary training to Customer personnel prior to provision of its services. If required, Sentinel can provide training to other Customer personnel at a central facility as the program expands at no charge to the Customer.

- **Maintenance Services**

If Customer utilizes Sentinel's electronic monitoring services it will assume the responsibility of properly maintaining the Equipment in a functional manner and will be held liable for all stolen, damaged and or lost Equipment that exceeds 5% of the annualized average daily population of program participants. Once Customer has fully transitioned all program participants from the County-Funded Program to the Offender Funded Program and once Customer has coordinated pick-up/return of all remaining Equipment to Sentinel, Sentinel will then begin making first attempts to collect costs for replacing lost, damaged or stolen Equipment directly from program participants, as per item 9.14 herein.

- **Hours of Operations**

The Sentinel offender tracking software operates 24 hours a day, 7 days a week, 365 days a year. Our National Service Center supports this operation at all times. The National Service Center operates seven (7) days a week, twenty-four (24) hours a day, throughout the year. Our monitoring center can be contacted at 800.551.4911.

Reports

For report and activity information, the Customer will be able to access our SenTrak software through either a standard computer or laptop connection. Sentinel staff will also provide a daily report to Customer as requested for participant information and transactions. For full service programs, our staff will provide detailed narrative reports for violations or any change of status updates.

- **Record Retention**

All monitoring activity reports remain accessible for a period of five (5) years. Retrieval of current client activity records is accessible immediately, while retrieval of records that may have been archived due to extensive completion dates may require a minimum of 72 hours to retrieve and deliver to Customer personnel. Sentinel will make the data available at the request of the Customer and all data will be backed up on a regular basis.

- **Testimony**

In response to Customer written requests and/or subpoenas, Sentinel will provide documentation and support services, up to and including an onsite representative to testify regarding Sentinel's technologies, services and program participant activity related thereto. Sentinel will provide such documentation, support services and/or testimony included at no additional cost as part of its contracted services herein. Customer agrees to provide prompt advance written notification to Sentinel regarding the need to testify so as to minimize any of Sentinel's costs related to testifying.

EXHIBIT "B"

CUSTOMER-CONTROLLED EQUIPMENT

As required by this Agreement, Sentinel will provide to the Customer the required amount of electronic monitoring equipment in order for successful operation of the program. Sentinel will also provide the customer with up to 10% shelf stock at no additional charge. It will be the Customer's responsibility to notify the Sentinel Resource Center, of all equipment installations and removals in order to maintain a correct billing record. Sentinel will not be responsible if the Customer fails to delete an offender from the program on the required date, and the offender incurs additional charges.

The Customer will be responsible for the equipment during the County-Funded Program. Once Customer has fully transitioned all program participants from the County-Funded Program to the Offender Funded Program and once Customer has coordinated pick-up/return of all remaining equipment to Sentinel, Sentinel will then begin making first attempts to collect costs for replacing lost, damaged or stolen equipment directly from program participants, as per item 9.14 herein.

EXHIBIT "C"

CUSTOMER RESPONSIBILITIES

Customer shall agree that its' representatives will use all of the proper paperwork and transmittals that are required in order to properly and efficiently monitor an offender. This includes, but is not limited to, providing complete offender information forms to Sentinel's National Monitoring Center, maintaining a reasonable inventory for future participants, keeping an appropriate record of all equipment in use including alleged problems with any units. Customer will agree to the prompt payment of any services fees due to Sentinel as stated in this Agreement.

Customer agrees to promptly remove from ongoing eligibility in the Supervision and Tracking Program, all participants for whom Sentinel has provided written notification to the Customer of participants who have lost and/or damaged Equipment and not reimbursed Sentinel for the current market value of the Equipment.

EXHIBIT "D-1" - FEE SCHEDULE OFFENDER FUNDED PROGRAM

Base Rates:

\$10.00 - RF only via Landline	\$12.00 - RF only via Cellular
\$13.00 - GPS only via Landline	\$15.00 - GPS only via Cellular
+\$3.50 to add Home Breath Alcohol via Landline	+\$4.50 to add Mobile Breath Alcohol via Cellular

Sliding Scale (RF Landline):

Gross Monthly Income		Equivalent Hourly Rate		Daily Charge
From:	To:	From:	To:	
\$0.00	\$699.00	\$0.00	\$4.99	\$6.00
\$700.00	\$859.00	\$5.00	\$5.99	\$7.00
\$860.00	\$1,019.00	\$6.00	\$6.99	\$8.00
\$1,020.00	\$1,179.00	\$7.00	\$7.99	\$9.00
\$1,180.00	\$1,339.00	\$8.00	\$8.99	\$10.00
\$1,340.00	\$1,499.00	\$9.00	\$9.99	\$11.00
\$1,500.00	\$1,659.00	\$10.00	\$10.99	\$12.00
\$1,660.00	\$1,819.00	\$11.00	\$11.99	\$13.00
\$1,820.00	\$1,979.00	\$12.00	\$12.99	\$14.00
\$1,980.00	\$2,139.00	\$13.00	\$13.99	\$15.00
\$2,140.00	\$2,299.00	\$14.00	\$14.99	\$16.00
\$2,300.00	\$2,459.00	\$15.00	\$15.99	\$17.00
\$2,460.00	\$2,619.00	\$16.00	\$16.99	\$18.00
\$2,620.00	\$2,779.00	\$17.00	\$17.99	\$19.00
\$2,780.00	\$2,939.00	\$18.00	\$18.99	\$20.00
\$2,940.00	\$3,099.00	\$19.00	\$19.99	\$21.00
\$3,100.00	\$3,259.00	\$20.00	\$20.99	\$22.00
\$3,260.00	\$3,419.00	\$21.00	\$21.99	\$23.00
\$3,420.00	\$3,579.00	\$22.00	\$22.99	\$24.00
\$3,580.00	\$3,739.00	\$23.00	\$23.99	\$25.00
\$3,740.00	\$3,899.00	\$24.00	\$24.99	\$26.00
\$3,900.00	\$4,059.00	\$25.00	\$25.99	\$27.00
\$4,060.00	\$4,219.00	\$26.00	\$26.99	\$28.00
\$4,220.00	\$4,379.00	\$27.00	\$27.99	\$29.00
\$4,380.00	\$4,539.00	\$28.00	\$28.99	\$30.00
\$4,540.00	\$4,699.00	\$29.00	\$29.99	\$31.00
\$4,700.00	\$4,859.00	\$30.00	\$30.99	\$32.00
\$4,860.00	\$5,019.00	\$31.00	\$31.99	\$33.00
\$5,020.00	\$5,179.00	\$32.00	\$32.99	\$34.00
\$5,180.00	\$5,339.00	\$33.00	\$33.99	\$35.00
\$5,340.00	\$5,499.00	\$34.00	\$34.99	\$36.00
\$5,500.00	\$5,659.00	\$35.00	\$35.99	\$37.00
\$5,660.00	\$5,819.00	\$36.00	\$36.99	\$38.00

**EXHIBIT "D-2" – FEE SCHEDULE
COUNTY FUNDED PROGRAM
EQUIPMENT & MONITORING SERVICES**

The fees that will be applicable for this Program are:

<u>SERVICES</u>	<u>RATE</u>
Daily Electronic Monitoring – RF only	\$2.75 per unit per day
Global GPS Tracking:	
Passive -	\$4.85 per unit per day
Intermediate -	\$5.35 per unit per day
Active -	\$5.80 per unit per day
Cellular Home Monitoring Unit (RF)	\$4.50 per unit per day
Breath Alcohol Testing (MEMS 3000)	\$4.25 per unit per day
Breath Alcohol Testing (MEMS 300-Cell)	\$6.00 per unit per day
Breath Alcohol Testing (Soberlink)	\$7.00 per unit per day
Alcohol Testing-Transdermal (SCRAM)	\$8.50 per unit per day

Note: If Customer has cellular enabled units not in use, the equipment will incur a daily shelf fee of \$1.25/day.

Training: Annual at No Charge

As Applicable, Straps/Back Plates: Each unit is provided with six (6) of each at no cost

EXHIBIT "E"

POST-TERMINATION SERVICES

In the event that either party terminates this agreement, all procedures and requirements will be finalized according to the agreed upon manner. Company will provide all services up until the expiration date of the contract, upon which it will be the Company's responsibility to collect all monitoring equipment and supplies that are in the possession of the program participants.

Company will not be responsible for the monitoring of any offender once the agreement expiration date has past. Any monitoring services after said date will have to be described in writing, and consented to by both parties. Any fees associated with this hold over of services period will be due and payable in the same manner as all other fees were collected.

EXHIBIT F

LOST/DAMAGED/STOLEN EQUIPMENT SCHEDULE

Cost of Replacing Lost, Damaged or Stolen Equipment will be as follows:

OM210 Charger-	\$25
OM210 Back Plate-	\$25
OM210 Strap (NOTE: Straps are reusable, proven to last up to 24 months, are proactively replaced annually at no cost, and charged at this cost only if intentionally cut or damaged)-	\$50
OM210 GPS Device-	\$850
UniTrak GPS Back Plate-	\$25
UniTrak GPS Charger-	\$25
UniTrak GPS Device-	\$500
DualTrak Transceiver-	\$450
TrakMateII GPS Unit-	\$750
ACU- Radio Frequency Monitoring Unit-	\$850
Cellular ACU- Radio Frequency Monitoring Unit-	\$1000
TCU-GPS Home Monitoring Unit	\$1050
MEMS 3000 Alcohol Unit	\$1700
Soberlink Alcohol Unit	\$500

Normal shipping is ground delivery and is paid by Sentinel.