



SCOPE OF SERVICES FORM

This Scope of Services is an integral part of this contract between the **County of Durham** (“County”), and **Buddi US, LLC** (“Contractor”), which contract is dated **July 1, 2020**. Contractor agrees to provide services and/or materials pursuant to the provisions set forth below.

I. Background/Purpose: Durham County Government established a Pretrial Services Program in 2006. The overall goal of Durham County’s Pretrial Services is to create a systematic approach for recommending release and community supervision for defendants who do not pose a risk to the community as they await trial. The program strives to provide complete and accurate information to judges, improve the release and detention decision, actively supervise defendants released pre-trial, and ensure that agency-mandated conditions and court-ordered requirements are satisfied and to maintain the integrity of the judicial process while promoting public safety.

One essential component of the program is an electronic monitoring module for a small number of identified criminal defendants released from the Durham County Detention Center as an alternative to detention. Offenders are assigned to electronic monitoring by a judge, or by delegated authority of a magistrate or clerk of court and may also be required to attend programs in the community.

II. References: RFP No: 19-023

III. Work/Requirements: The Contractor will provide turnkey electronic monitoring services to Durham County Pretrial Services by tracking and monitoring offender movement to ensure compliance with court-ordered requirements. Program capacity is anticipated at a varying daily population of approximately Fifty plus (50+) adult participants.

1. The Contractor shall use an electronic monitoring system, which utilizes the most current available equipment and technology. The system must verify the participants’ presence at the location directed by the Court and/or community supervisor and be equipped with tamper resistant technology.
2. The Contractor shall maintain replacement parts adequate for the proper provision of on call service on a 24 hour, 7 days per week basis. All equipment and services provided for under the contract must be serviced and maintained by the contractor for the term of the contract. Any alterations in product manufacturing, fabrication, or delivery of substitute equipment requires prior written authorization from a designated County official.
3. The Contractor is responsible for all equipment installed, utilized, and monitored as a part of this contract. This includes lost, stolen, damaged, or otherwise misplaced transmitters, receiving units, drive-by units, bands, and supplies. The County will not pay for or maintain any equipment under any circumstances related to this contract.

4. The electronic supervision equipment is to be placed on the offender and possibly in the offender's home. A copy of the manufacturer's specifications and literature must be on file at the Pretrial Services Office. All equipment must be of the same type and model and from the same manufacturer.
5. The monitoring system shall provide a means of electronically monitoring a person's presence or absence at a specific location. The monitoring equipment shall be the most current and up to date technology available to communicate between the individual base stations and the monitoring center. The monitoring equipment shall have unique frequencies and identifiers to identify the offender assigned to each individual unit. Any alteration in the utilization of substitute electronic monitoring equipment requires prior approval from a designated County official.
6. The Contractor shall designate a Contract Contact Person that will be on site for a minimum of Twenty-Five (25) hours per week. This Contractor staff person will respond to County requests within one business day. The Contract Contact Person will be the initial point of contact and should coordinate all matters under the contract. The Contractor shall also designate a back-up person to the Contract Contact Person to whom inquiries and requests can be made in the absence of the Contract Contact Person. Failure by the Contractor to provide a reliable point of contact will be cause to consider the Contractor in violation of the terms of the contract, which can be grounds for the County to terminate this contract.
7. The Contractor shall receive and file copies of computer-generated reports of personal demographic data, monitoring utilization data, or follow-up reports on monitoring incidents by daily electronic communication on all participants being supervised by electronic monitoring.
8. Contractor will work with the assigned Durham County Pretrial Staff to ensure all schedule change requests and emergency contact information are kept up to date for all active units. Contractor will also maintain a file for each defendant with the updated demographics, a current schedule and/pertinent schedule changes and all signed documents.
9. Contractor shall maintain for inspection and examination by authorized Durham County personnel, all offenders' records that are associated with the contract. This information shall be stored on a computer readable medium and provided to designated Durham County staff upon request. At the end of the contract term, all offenders' records will become the exclusive property of Durham County and the Contractor shall present all records to the County in a readable format.
10. Tracking history will only be released to Pretrial Staff. Any tracking requests from law enforcement or court personnel will go through the Pretrial Supervisor or the Criminal Justice Resource Center Director and require a court ordered subpoena.
11. The Contractor shall prevent unauthorized access to the data contained in the computer system by unauthorized staff or other parties. Staff who monitor the computer system and have contact with participants must not be able to modify monitoring data or programming.

12. The Contractor shall have a formal Quality Control Program in place that will detect errors in monitoring, prevent future errors, and provide quality assurance for the services provided under this contract to the County. The Quality Control Program will include a routine review process that addresses all areas of the Contractor's performance, and each mandatory service described above.
13. The Contractor shall be competent to attest to its methodology and performance in any legal proceedings if called upon or subpoenaed. If required to provide testimony, the Contractor shall have the person or persons with direct responsibility for the information requested, appear and testify on behalf of the County. The costs of travel and any witness fees will be paid by the County as provided for by law and are outside the scope of this contract.
14. The Contractor shall notify the Pretrial Program Supervisor immediately upon receipt of any legal process requiring disclosure of records of offenders.
15. The Contractor must conduct criminal background checks on all employees.
16. The Contractor and its employees shall avoid compromising relationships with offenders, their families, and the County's staff. The Contractor shall immediately report any conflicts of interest, improprieties, or the appearance thereof, to the County.
17. The Contractor's staff providing services under the resulting contract shall meet sufficient standards of integrity to ensure that the confidentiality of offenders' records is not compromised. The Contractor shall ensure that its staff does not disclose information to any third party without a written authorization from the County.
18. The Contractor agrees to hold the County harmless from any damages or legal action from third parties resulting from negligence of the service provider and its employees.

IV. Schedules/Timelines: For all clients approved for release to Pretrial Services with electronic monitoring, the Contractor will coordinate with the Durham County Detention Facility booking/intake staff, or designated facility staff, the release of the defendant upon receipt of the case material. If necessary, Contractor will assist with residence investigations for referred cases to determine housing suitability for electronic monitoring, prior to release. Once the case is approved, the coordination of release can proceed.

Upon release, the client shall be transported to Pretrial Services by Contractor's staff for initial contact with the assigned Pretrial Specialist. A leave schedule, if allowed by the court, will be set at the initial appointment and a copy provided to Contractor. *(If the release of the defendant takes place after normal business hours, the Pretrial Specialist will ensure the client has an appointment for the next business day and must inform Contractor of the appointment date and time.)* The Contractor shall install all necessary equipment immediately upon notification of a new case or within 24 hours of notification by the County or Courts, assuming there are program slots available at that time.

Contractor will review with the client and have the client sign the charging/maintenance requirements, conditions of the agreement and acknowledgment of receipt of the monitoring

equipment documentation during the installation process. *(If during the installation process it is determined that the client does not have suitable housing, or the client is uncooperative with allowing the installation of the monitoring equipment, Contractor will notify the Pretrial Services Supervisor immediately. A staff member of Pretrial Services will prepare the proper documents to secure the defendant back into the custody of the detention facility for further review by the Courts at the next available court setting. And, the contractor will assist Pretrial Services and Local Law Enforcement with locating the defendant for service if necessary.)*

Contractor's staff shall verify unauthorized absences and late arrivals, tampering, equipment malfunctions by attempting to contact the defendant by calling the defendant using the GPS transmitter, calling by telephone and by sending audible messages via the transmitter warranting acknowledgment and a response from the client. If during normal business hours, Contractor will notify the designated staff of attempts made to contact the client electronically. If during business hours the electronic methods of contacting the client are unsuccessful, the Contractor will attempt a field contact within 12 hours at the last known location to attempt to regain compliance provided the environment is deemed safe enough for the Contractor to do so. If the client allows the equipment to remain un-charged and a loss of signal occurs, the Contractor will provide Pretrial Staff with the last known location so that documentation can be secured to return the client to the detention facility. A report of all violations will be prepared and sent to Pretrial Services via email or fax upon first availability.

- V. Transmittal/Delivery/Accessibility:** All transmittals can be sent to the Pretrial Program Supervisor or designated staff members via email or via fax at (919) 328-6249. Client status/violation reports shall be prepared and delivered via email or fax to Durham County Pretrial Services by 10am Monday through Friday excluding County holidays. Contractor can notify the Pretrial Program Supervisor during holidays if a situation warrants notification. All deliveries shall be sent, and all clients shall be escorted to Pretrial Services, CJRC at 510 South Dillard Street Suite 4100 Durham, NC 27701 located in the new Durham County Courthouse. The pretrial office will be accessible from 8:15am until 5:00pm Monday through Friday excluding County holidays or during inclement weather when the Durham County Courthouse is closed for public and employee access. Emergency access into the building for equipment purposes can be arranged by contacting the Pretrial Program Supervisor.

- VI. Payment:** On or about the fifth of each month, Buddi US, LLC shall invoice the Criminal Justice Resource Center, \$6.00 per unit per day not to exceed the contract amount of \$120,000.00 over a Twelve (12) month period. Upon receipt of each invoice, payments shall be made to the contractor within 30 days of receipt of a valid invoice.