

AMENDMENT TO CONTRACT
Annual Supply - Offender Monitoring Products, Services and Solutions
City and County of Denver Contract No. Safety-201314300-00
Lancaster County
Amending Contract Term
B.I. Incorporated

This Amendment is hereby entered into by and between B.I. Incorporated, 6400 Lookout Road, Boulder, CO 80301 (hereinafter "Contractor") and Lancaster County, (hereinafter "County"), for the purpose of amending the Contract dated June 24, 2014, under County Contract No. C-14-0294, for Offender Monitoring Products, Services and Solutions, City and County of Denver, Contract No. Safety-201314300-00, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is June 24, 2014 through January 31, 2017, with the option to renew for two (2) additional one (1) year terms upon written mutual agreement of both parties; and

WHEREAS, the Contract term for the City and County of Denver and B.I. Incorporated Contract No. Safety 201314300-00 has been extended through January 31, 2019, per the attached Second Amendatory Agreement and corresponding Exhibit B-2; and

WHEREAS, B.I Incorporated and Lancaster County wish to extend the original term of the Contract an additional two (2) years from February 1, 2017 through January 31, 2019 ; and

WHEREAS, the parties wish to add a new equipment rate schedule, in accordance with attached Schedule 1 and Exhibit B-2; and

WHEREAS, the expenditures for Lancaster County for the term of this extension shall not exceed \$100,000.00 without approval by the Lancaster County Board of Commissioners; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in County Contract No. C-14-0294, and stated herein the parties agree as follows:

- 1) The Contract term for the City and County of Denver and B.I. Incorporated Contract No. Safety 201314300-00 has been extended through January 31, 2019, per the attached Second Amendatory Agreement and corresponding Exhibit B-2.
- 2) B.I Incorporated and Lancaster County wish to extend the original term of the Contract an additional two (2) years from February 1, 2017 through January 31, 2019.
- 3) The parties wish to add a new equipment rate schedule, in accordance with attached Schedule 1 and Exhibit B-2.
- 4) The expenditures for Lancaster County for the term of this extension shall not exceed \$100,000.00 without approval by the Lancaster County Board of Commissioners
- 5) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment upon completion of signatures on:

Vendor Signature Page

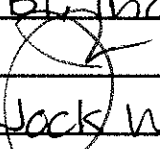
Lancaster County Signature Page

Vendor Signature Page

AMENDMENT TO CONTRACT
Annual Supply - Offender Monitoring Products, Services and Solutions
City and County of Denver Contract No. Safety-201314300-00
Lancaster County
Amending Contract Term
B.I. Incorporated

Please sign, date and return within 5 days of receipt.

Mail to: City/County Purchasing
Attn: Lori Irons
440 So. 8th St., Ste. 200
Lincoln, NE 68508
Or email to: liron@s@lincoln.ne.gov

Company Name:	BI Incorporated
By: (Please Sign)	
By: (Please Print)	Jack Waldo
Title:	Divisional Vice President
Company Address:	6265 Gunbarrel Ave., Ste. B, Boulder, CO 80233
Company Phone & Fax:	303-218-1133
E-Mail Address:	Laurent.Lepoutre@bi.com
Date:	5/4/2017
Contact Person for: Service or Orders"	Laurent Lepoutre
Contact Phone Number:	303-218-1133

Lancaster County Signature Page

**AMENDMENT TO CONTRACT
Annual Supply - Offender Monitoring Products, Services and Solutions
City and County of Denver Contract No. Safety-201314300-00
Lancaster County
Amending Contract Term
B.I. Incorporated**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, ("City"), and **B.I. INCORPORATED**, a Colorado corporation with its principal place of business located at 6265 Gunbarrel Avenue, Suite B, Boulder, Colorado 80301, ("Contractor" or "BI"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Parties entered into an agreement dated March 17, 2014 and an amendment dated June 22, 2015 to perform electronic offender monitoring and related services for various City agencies ("Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to add a new equipment rate schedule, extend the term, and increase the maximum contract amount.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth the Parties agree as follows:

1. All references to "**Exhibit B-1**" in the Agreement shall be amended to read "**Exhibit B-1 and Exhibit B-2**, as applicable". The new equipment rate schedule marked as "**Exhibit B-2**" is attached hereto and incorporated by this reference.

2. That Article 2 of the Agreement entitled "**TERM**", is amended to read as follows:

"2. **TERM**: The term of the Agreement is from February 1, 2014 until January 31, 2019, or until the Maximum Contract Amount specified in sub-section 3.A. below is expended and all of the Services specified in **Exhibit A** has been satisfactorily performed, whichever is sooner, unless this Agreement is terminated earlier as provided in this Agreement or is extended as provided in a separate amendment to this Agreement ("**Term**"). Subject to the City Representative's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the City Representative. Any extension of the Term shall be in writing and shall be executed in the same manner as this Agreement."

2. That Article 3 of the Agreement entitled "**COMPENSATION AND PAYMENT**", subsection A entitled "**Maximum Contract Amount**" is amended to read as follows:

"A. **Maximum Contract Amount**: The Maximum Contract Amount to be paid by the City to the Contractor for the performance of the work set out in **Exhibit A** shall in no event exceed the sum of **FOUR MILLION TWO HUNDRED THOUSAND**

DOLLARS AND ZERO CENTS (\$4,200,000.00), unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement.”

3. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

4. This Second Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: SAFTY-201314300-02

Contractor Name: B I INC BEHAVIORAL INTERVENTIONS

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of February 28, 2017.



SEAL

CITY AND COUNTY OF DENVER

ATTEST:

Debra Johnson
Debra Johnson, Clerk and Recorder,
Ex-Officio Clerk of the City and
County of Denver

By Michael B. Hancock
Michael B. Hancock, Mayor

APPROVED AS TO FORM:

Attorney for the City and County of
Denver

By Brent A. Eisen
Brent A. Eisen, Assistant City
Attorney

REGISTERED AND COUNTERSIGNED:

By Brendan J. Hanlon
Brendan Hanlon, CFO of Finance

By Timothy M. O'Brien
Timothy M. O'Brien, Auditor



Contract Control Number: SAFTY-201314300-02

Contractor Name: B I I N C BEHAVIORAL INTERVENTIONS

By: Reah Skojane

Name: Reah Skojane
(please print)

Title: V.P. Financial Planning
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT B-2: CITY AND COUNTY OF DENVER/BI #201314300; AMEND #2

Category	Base Price	Rental Price	Unlimited L&D*
a. Active/Passive/ Hybrid GPS Tracking			
LOC8 Active (1.30.W5.C30 ZX)			
1 – 50 units	\$5.00	\$3.00	\$0.60
51 – 100 units	\$4.70	\$2.85	\$0.60
101 – 125 units	\$4.20	\$2.50	\$0.60
126 – 150 units	\$4.15	\$2.50	\$0.60
151 – 500 units	\$4.05	\$2.50	\$0.60
500+ units	\$3.99	\$2.50	\$0.60
LOC8 Hybrid (1.30.W5.C0 ZX)			
1 – 50 units	\$4.90	\$3.00	\$0.60
51 – 100 units	\$4.60	\$2.85	\$0.60
101 – 125 units	\$4.20	\$2.50	\$0.60
126 – 150 units	\$4.15	\$2.50	\$0.60
151 – 500 units	\$4.05	\$2.50	\$0.60
500+ units	\$3.99	\$2.50	\$0.60
LOC8 Passive (1.720.W5.C0 NZ)			
1 – 50 units	\$4.70	\$3.00	\$0.60
51 – 100 units	\$4.40	\$2.85	\$0.60
101 – 125 units	\$4.00	\$2.50	\$0.60
126 – 150 units	\$3.99	\$2.50	\$0.60
151 – 500 units	\$3.99	\$2.50	\$0.60
500+ units	\$3.99	\$2.50	\$0.60
LOC8 Passive (1.720.W5.C0 ZX)			
1 – 50 units	\$4.75	\$3.00	\$0.60
51 – 100 units	\$4.45	\$2.85	\$0.60
101 – 125 units	\$4.05	\$2.50	\$0.60
126 – 150 units	\$3.99	\$2.50	\$0.60
151 – 500 units	\$3.99	\$2.50	\$0.60
500+ units	\$3.99	\$2.50	\$0.60
LOC8 Passive (1.240.W5.C0 ZX)			
1 – 50 units	\$4.80	\$3.00	\$0.60
51 – 100 units	\$4.50	\$2.85	\$0.60
101 – 125 units	\$4.10	\$2.50	\$0.60
126 – 150 units	\$4.05	\$2.50	\$0.60
151 – 500 units	\$3.99	\$2.50	\$0.60
500+ units	\$3.99	\$2.50	\$0.60

Category	Base Price
SmartLINK	
SmartLINK Package (Check-In, Self Report, Resources, Calendar)	
1 – 150 units	\$1.00
151 – 500 units	\$0.95
500+ units	\$0.90
SmartLINK - Check-In Only (Facial Recognition)	
1 – 150 units	\$0.46
151 – 500 units	\$0.44
500+ units	\$0.41
SmartLINK - Self Report Only	
1 – 150 units	\$0.17
151 – 500 units	\$0.16
500+ units	\$0.15
SmartLINK - Resources Only	
1 – 150 units	\$0.12
151 – 500 units	\$0.11
500+ units	\$0.11
SmartLINK - Calendar Only	
1 – 150 units	\$0.40
151 – 500 units	\$0.38
500+ units	\$0.36

Category	Base Price
BI Analytics	
BI Analytics (Package 1)	
1 – 150 units	\$0.35
151 – 500 units	\$0.30
500+ units	\$0.25
BI Analytics (Package 2)	
1 – 150 units	\$0.25
151 – 500 units	\$0.24
500+ units	\$0.23

* L&D = Lost and Damaged units. This price is in addition to the Base Price.
This contract includes 20% spares and 0% L/D for all equipment types.

Tiered National Pricing

Category	Base Price	Rental Price	Unlimited L&D ¹
a. Active/Passive/ Hybrid GPS Tracking			
ExacuTrack One Active (1.30.A30 ZX)			
1 – 50 units	\$4.50	\$2.50	+\$0.60
51 – 100 units	\$4.20	\$2.35	+\$0.60
101 – 125 units	\$3.70	\$2.15	+\$0.60
126 – 150 units	\$3.60	\$2.10	+\$0.60
151 – 500 units	\$3.25	\$2.00	+\$0.60
500+ units	\$3.20	\$2.00	+\$0.60
ExacuTrack One Hybrid (1.30.A0 ZX)			
1 – 50 units	\$4.40	\$2.50	+\$0.60
51 – 100 units	\$4.10	\$2.35	+\$0.60
101 – 125 units	\$3.60	\$2.15	+\$0.60
126 – 150 units	\$3.50	\$2.10	+\$0.60
151+ units	\$3.15	\$2.00	+\$0.60
ExacuTrack One Passive (1.720.A0 NZ)			
1 – 50 units	\$4.20	\$2.50	+\$0.60
51 – 100 units	\$3.90	\$2.35	+\$0.60
101 – 125 units	\$3.50	\$2.15	+\$0.60
126 – 150 units	\$3.40	\$2.15	+\$0.60
151 – 200 units	\$3.15	\$2.00	+\$0.60
201+ units	\$3.10	\$2.00	+\$0.60
ExacuTrack One Passive (1.720.A0 ZX)			
1 – 50 units	\$4.25	\$2.50	+\$0.60
51 – 100 units	\$3.95	\$2.35	+\$0.60
101 – 125 units	\$3.55	\$2.15	+\$0.60
126 – 150 units	\$3.45	\$2.10	+\$0.60
151 – 200 units	\$3.20	\$2.00	+\$0.60
201+ units	\$3.15	\$2.00	+\$0.60
ExacuTrack One Passive (1.240.A0 ZX)			
1 – 50 units	\$4.30	\$2.50	+\$0.60
51 – 100 units	\$4.00	\$2.35	+\$0.60
101 – 125 units	\$3.60	\$2.15	+\$0.60
126 – 150 units	\$3.50	\$2.10	+\$0.60
151 – 200 units	\$3.25	\$2.00	+\$0.60
201+ units	\$3.20	\$2.00	+\$0.60
ExacuTrack One Downloader			
NA**	NA	\$0.95	NA*
* Not entitled to a spares or L/D allowance			
** Each month during the term of the agreement, Agency is entitled to one (1) ET One Landline Downloader at no charge per fifty (50) ET One active units ***			
*** "Active Unit" - a unit which is assigned to a person subject to Agency's			

SCHEDULE 1

AMENDMENT TO CONTRACT

between
BI INCORPORATED ("BI")
and
LANCASTER COUNTY ("Agency")

Pursuant to Master Agreement No. 201314300, the cost to Agency for the services rendered by BI shall be as follows:

Service – Standard Automated

HOMEGUARD 200 UNIT VOLUME PRICING AND ADDITIONAL SERVICES:

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$1.20	\$1.15	\$2.35
26 - 50	\$1.20	\$1.15	\$2.35
51 - 75	\$1.20	\$1.15	\$2.35
76 - 100	\$1.20	\$1.15	\$2.35
101 - 125	\$1.00	\$0.90	\$1.90
126 - 150	\$0.85	\$0.75	\$1.60
151 - 175	\$0.85	\$0.75	\$1.60
176 - 200	\$0.85	\$0.75	\$1.60
201 - 500	\$0.85	\$0.75	\$1.60
501+	\$0.85	\$0.75	\$1.60

ADDITIONAL SERVICES:

Twenty Percent (20%) HomeGuard 200 Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of HomeGuard 200 Units equal to, but not to exceed, 20% of that month's average number of active HomeGuard 200 Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive HomeGuard 200 Units in excess of the 20% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge per Unit/Per Day listed in the table above.

No HomeGuard 200 Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged HomeGuard 200 Units.

Replacement costs for HomeGuard 200 Units are the following: HomeGuard 200 Base Station - \$850.00 each and HomeGuard 200 Transmitter - \$350.00 each.

HOMEGUARD 206 UNIT VOLUME PRICING AND ADDITIONAL SERVICES:

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$2.80	\$1.15	\$3.95
26 - 50	\$2.80	\$1.15	\$3.95
51 - 75	\$1.70	\$1.15	\$2.85
76 - 100	\$1.70	\$1.15	\$2.85
101 - 125	\$1.95	\$0.90	\$2.85
126 - 150	\$2.05	\$0.75	\$2.80
151 - 175	\$2.05	\$0.75	\$2.80
176 - 200	\$2.05	\$0.75	\$2.80
201 - 500	\$2.05	\$0.75	\$2.80
501+	\$2.00	\$0.75	\$2.75

ADDITIONAL SERVICES:

Twenty Percent (20%) HomeGuard 206 Digital Cell Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of inactive HomeGuard 206 Digital Cell Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive HomeGuard 206 Digital Cell Units in excess of the 20% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge per Unit/Per Day listed in the table above.

No HomeGuard 206 Digital Cell Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged HomeGuard 206 Digital Cell Units.

Replacement costs for HomeGuard 206 Digital Cell Units are the following: HomeGuard 206 Digital Cell Base Station - \$1500.00 each and HomeGuard 206 Digital Cell Transmitter - \$350.00 each.

SOBERLINK SL2 UNIT VOLUME PRICING AND ADDITIONAL SERVICES:

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$3.00	\$3.50	\$6.50
26 - 50	\$3.00	\$3.50	\$6.50
51 - 75	\$3.00	\$3.45	\$6.45
76 - 100	\$3.00	\$3.40	\$6.40
101 - 125	\$2.90	\$3.26	\$6.16
126 - 150	\$2.90	\$3.26	\$6.16
151 - 175	\$2.90	\$3.26	\$6.16
176 - 200	\$2.90	\$3.26	\$6.16
201 - 500	\$2.85	\$3.15	\$6.00
501+	\$2.80	\$3.10	\$5.90

ADDITIONAL SERVICES:

Twenty Percent (20%) Soberlink SL2 Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of inactive Soberlink SL2 Units equal to, but not to exceed, 20% of that month’s average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive Soberlink SL2 Units in excess of the 20% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge per Unit/Per Day listed in the table above.

No Soberlink SL2 Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged Soberlink SL2 Units.

Replacement cost for Soberlink SL2 Units is \$800.00 each.

Soberlink SL2 Telco Service Charge: Agency-owned Soberlink SL2 Units are not subject to a Rental/Spare Charge when they are inactive; however, they continue to incur telecom fees. Therefore, the fees listed below will be applied based on the total Inactive Unit Days in a month. “Inactive Unit Days” are the total purchased units times the number of days in the month, minus the total Active Unit Days for the month and the Spare Allowance. An “Active Unit Day” is any day in which a purchased unit is active in the system. The “Spare Allowance” is 20% of all purchased units times the number of days in the month. Units reported lost or damaged beyond repair can be removed from the total inventory. This calculation is performed on a monthly basis with no carryover from one month to the next. Credit will not be provided in connection with this calculation.

Purchased Unit Volume
0 – 25 Purchased Units --- \$0.60 Telco Fee
26 – 50 Purchased Units --- \$0.55 Telco Fee
51 – 100 Purchased Units --- \$0.50 Telco Fee
101 - 200 Purchased Units --- \$0.45 Telco Fee
201 – 300 Purchased Units --- \$0.40 Telco Fee
300+ Purchased Units --- \$0.35 Telco Fee

TAD UNIT VOLUME PRICING AND ADDITIONAL SERVICES:

TAD WITH RF:

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$4.53	\$2.00	\$6.53
26 - 50	\$4.53	\$2.00	\$6.53
51 - 75	\$4.40	\$1.95	\$6.35
76 - 100	\$4.40	\$1.95	\$6.35
101 - 125	\$4.40	\$1.95	\$6.35
126 - 150	\$4.40	\$1.95	\$6.35
151 - 175	\$4.25	\$1.80	\$6.05
176 - 200	\$4.25	\$1.80	\$6.05
201 - 500	\$4.25	\$1.80	\$6.05
501+	\$4.25	\$1.80	\$6.05

ADDITIONAL SERVICES:

Twenty Percent (20%) TAD Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of TAD Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Units in excess of the 20% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge per Unit/Per Day listed in the table above.

No TAD Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Units.

Replacement costs for TAD Units are the following: TAD Ankle Bracelet - \$1,284.57 each; TAD HomeBase - \$1,284.56 each. Ankle Bracelet and HomeBase = TAD Complete Unit.

TAD PLUS CELLULAR – ALCOHOL ONLY:

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit/Per Active Day	Cellular HomeBase Rental/Spare Charge Per Unit/Per Day	Total Charge Per Unit/Per Active Day
1 - 25	\$4.53	\$2.00	\$1.52	\$8.05
26 - 50	\$4.53	\$2.00	\$1.52	\$8.05
51 - 75	\$4.40	\$1.95	\$1.66	\$8.01
76 - 100	\$4.40	\$1.95	\$1.66	\$8.01
101 - 125	\$4.40	\$1.95	\$1.66	\$8.01
126 - 150	\$4.40	\$1.95	\$1.66	\$8.01
151 - 175	\$4.25	\$1.80	\$1.66	\$7.71
176 - 200	\$4.25	\$1.80	\$1.66	\$7.71
201 - 500	\$4.25	\$1.80	\$1.66	\$7.71
501+	\$4.25	\$1.80	\$1.66	\$7.71

ADDITIONAL SERVICES:

Twenty Percent (20%) TAD Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of TAD Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Units in excess of the 20% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge per Unit/Per Day listed in the table above.

No TAD Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Units.

Replacement costs for TAD Units are the following: TAD Ankle Bracelet - \$1,284.57 each; TAD HomeBase - \$1,284.56 each. Ankle Bracelet and HomeBase = TAD Complete Unit.

Twenty Percent (20%) TAD Cellular HomeBase Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of TAD Cellular HomeBase Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Cellular HomeBase Units in excess of the 20% allowance, Agency will incur a spare charge* per unit per day based on the applicable TAD Cellular HomeBase Unit Quantity tier.

No TAD Cellular HomeBase Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Cellular HomeBase Units.

Replacement cost for the TAD Cellular HomeBase Unit is \$2,215.43 each.

TAD PLUS CELLULAR - WITH RF MONITORING:

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit/Per Active Day	Cellular HomeBase Rental/Spare Charge/ Per Unit/Per Day	Total Charge Per Unit/ Per Active Day
1 - 25	\$4.53	\$2.00	\$1.52	\$8.05
26 - 50	\$4.53	\$2.00	\$1.52	\$8.05
51 - 75	\$4.40	\$1.95	\$1.66	\$8.01
76 - 100	\$4.40	\$1.95	\$1.66	\$8.01
101 - 125	\$4.40	\$1.95	\$1.66	\$8.01
126 - 150	\$4.40	\$1.95	\$1.66	\$8.01
151 - 175	\$4.25	\$1.80	\$1.66	\$7.71
176 - 200	\$4.25	\$1.80	\$1.66	\$7.71
201 - 500	\$4.25	\$1.80	\$1.66	\$7.71
501+	\$4.25	\$1.80	\$1.66	\$7.71

ADDITIONAL SERVICES:

Twenty Percent (20%) TAD Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of TAD Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Units in excess of the 20% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge per Unit/Per Day listed in the table above.

No TAD Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Units.

Replacement costs for TAD Units are the following: TAD Ankle Bracelet - \$1,284.57 each; TAD HomeBase - \$1,284.56 each. Ankle Bracelet and HomeBase = TAD Complete Unit.

Twenty Percent (20%) TAD Cellular HomeBase Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of TAD Cellular HomeBase Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Cellular HomeBase Units in excess of the 20% allowance, Agency will incur a spare charge* per unit per day based on the applicable TAD Cellular HomeBase Unit Quantity tier.

No TAD Cellular HomeBase Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Cellular HomeBase Units.

Replacement cost for the TAD Cellular HomeBase Unit is \$2,215.43 each.

EXACUTRACK ONE SERVICE VOLUME PRICING AND ADDITIONAL SERVICES:**EXACUTRACK ONE WITH 1.720.A0 NZ SERVICE:**

ET One - GPS Point Collection every 1 minute, Data Transmission every 720 minutes, no AFLT, no Zone Crossing Notification.

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$2.50	\$1.70	\$4.20
26 - 50	\$2.50	\$1.70	\$4.20
51 - 75	\$2.35	\$1.55	\$3.90
76 - 100	\$2.35	\$1.55	\$3.90
101 - 125	\$2.15	\$1.35	\$3.50
126 - 150	\$2.10	\$1.30	\$3.40
151 - 175	\$2.00	\$1.15	\$3.15
176 - 200	\$2.00	\$1.15	\$3.15
201 - 500	\$2.00	\$1.10	\$3.10
501+	\$2.00	\$1.10	\$3.10

EXACUTRACK ONE WITH 1.30.A0 ZX SERVICE:

ET One - GPS Point Collection every 1 minute, Data Transmission every 30 minutes, no AFLT, with Zone Crossing Notification.

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$2.50	\$1.90	\$4.40
26 - 50	\$2.50	\$1.90	\$4.40
51 - 75	\$2.35	\$1.75	\$4.10
76 - 100	\$2.35	\$1.75	\$4.10
101 - 125	\$2.15	\$1.45	\$3.60
126 - 150	\$2.10	\$1.40	\$3.50
151 - 175	\$2.00	\$1.15	\$3.15
176 - 200	\$2.00	\$1.15	\$3.15
201 - 500	\$2.00	\$1.15	\$3.15
501+	\$2.00	\$1.15	\$3.15

EXACUTRACK ONE WITH 1.30.A30 ZX SERVICE:

ET One - GPS Point Collection every 1 minute, Data Transmission every 30 minutes, AFLT Collection every 30 minutes if needed, with Zone Crossing Notification.

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$2.50	\$2.00	\$4.50
26 - 50	\$2.50	\$2.00	\$4.50
51 - 75	\$2.35	\$1.85	\$4.20
76 - 100	\$2.35	\$1.85	\$4.20

101 - 125	\$2.15	\$1.55	\$3.70
126 - 150	\$2.10	\$1.50	\$3.60
151 - 175	\$2.00	\$1.25	\$3.25
176 - 200	\$2.00	\$1.25	\$3.25
201 - 500	\$2.00	\$1.25	\$3.25
501+	\$2.00	\$1.20	\$3.20

ADDITIONAL SERVICES:

Twenty Percent (20%) ExacuTrack One Unit No-charge Spares: Each month during the term of the Agreement, Agency is entitled to keep a quantity of ExacuTrack One Tracking units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Rental Charge while not in use). For any inactive ExacuTrack One Units in excess of the 20% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge per Unit/Per Day listed in the table above.

No ExacuTrack One Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged ExacuTrack One Equipment.

Replacement costs for ExacuTrack One units are the following: ExacuTrack One Beacon - \$275.00 each; ExacuTrack One Tracking Unit - \$1,550.00 each.



GEOGROU-01

CHOUDHARYSS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/12/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Insurance Services of Georgia, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191		CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378 E-MAIL ADDRESS: certificates@willis.com	
INSURED The GEO Group Inc and All Subsidiaries Including B.I., Incorporated 621 NW 53rd Street, Suite 700 Boca Raton, FL 33487		INSURER(S) AFFORDING COVERAGE	
		INSURER A: National Union Fire Insurance Company of Pittsburgh	NAIC # 19445
		INSURER B: Steadfast Insurance Company	NAIC # 26387
		INSURER C: New Hampshire Insurance Company	NAIC # 23841
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Medical Professional <input checked="" type="checkbox"/> Civil Rights GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	5152462 (AOS)	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	2935980	10/01/2016	10/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		IPR 3792274-02	10/01/2014	10/01/2017	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	014112154 (AOS)	10/01/2016	10/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
B	Professional Liab		IPR 3792303-04	10/01/2016	10/01/2017	Per Loss/Annual Agg 3,000,000
B	Pollution Liability		ZRE 0184690-00	10/01/2015	10/01/2020	See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability: Contractual Liability is provided per form CG0001 - Commercial General Liability. Coverage includes Severability of interest and Cross Suits.

Sexual Molestation - Physical Abuse is not excluded under the General Liability policy.

Blanket Additional Insured is included to Certificate Holder as respects General Liability and Automobile Liability if required by written contract.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lancaster County
555 So. 10th Street
Lincoln, NE 68508



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Insurance Services of Georgia, Inc.		NAMED INSURED The GEO Group Inc and All Subsidiaries Including B.I., Incorporated 621 NW 53rd Street, Suite 700 Boca Raton, FL 33487	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Insurance is Primary and Non Contributory.

Blanket Waiver of Subrogation is provided as respects General Liability, Automobile Liability, and Workers Compensation as required by written contract.

THIS CERTIFICATE VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 4/12/2017
Evidence of Insurance

Residential, Non-Residential, Reporting Centers and Re-Entry Programs

ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Pollution Liability CARRIER: Steadfast Insurance Company POLICY TERM: 10/1/2015 – 10/1/2020 POLICY NUMBER: ZRE 0184690-00	\$10,000,000. Per Loss \$10,000,000. Annual Aggregate
POLICY TYPE: Automobile Liability - MA Only CARRIER: National Union Fire Insurance Company of Pittsburgh POLICY TERM: 10/1/2016 – 10/1/2017 POLICY NUMBER: 2935981	Any Auto including Hired & Non-Owned \$3,000,000 Combined Single Limit
POLICY TYPE: Automobile Liability - VA Only CARRIER: National Union Fire Insurance Company of Pittsburgh POLICY TERM: 10/1/2016 – 10/1/2017 POLICY NUMBER: 2935982	Any Auto including Hired & Non-Owned \$3,000,000 Combined Single Limit
POLICY TYPE: Workers Compensation - CA CARRIER: National Union Fire Insurance Company of Pittsburgh POLICY TERM: 10/1/2016 – 10/1/2017 POLICY NUMBER: 014112151 (CA)	Per Statute \$2,000,000 Each Accident \$2,000,000 Disease - Policy Limit \$2,000,000 Disease - Each Employee
POLICY TYPE: Workers Compensation - FL CARRIER: Illinois National Insurance Company POLICY TERM: 10/1/2016– 10/1/2017 POLICY NUMBER: 014112150 (FL)	Per Statute \$2,000,000 Each Accident \$2,000,000 Disease - Policy Limit \$2,000,000 Disease - Each Employee
POLICY TYPE: Workers Compensation - MA/WI CARRIER: New Hampshire Insurance Company POLICY TERM: 10/1/2016 – 10/1/2017 POLICY NUMBER: 014112149 (MA WI)	Per Statute \$2,000,000 Each Accident \$2,000,000 Disease - Policy Limit \$2,000,000 Disease - Each Employee
POLICY TYPE: Workers Compensation - NJ/PA CARRIER: New Hampshire Insurance Company POLICY TERM: 10/1/2016 – 10/1/2017 POLICY NUMBER: 014112152 (NJ/PA)	Per Statute \$2,000,000 Each Accident \$2,000,000 Disease - Policy Limit \$2,000,000 Disease - Each Employee
POLICY TYPE: Workers Compensation - AK/AZ/VA CARRIER: New Hampshire Insurance Company POLICY TERM: 10/1/2016 – 10/1/2017 POLICY NUMBER: 014112153 (AK/AZ/VA)	Per Statute \$2,000,000 Each Accident \$2,000,000 Disease - Policy Limit \$2,000,000 Disease - Each Employee

POLICY TYPE: Workers Compensation - IL/KY/NC/UT	Per Statute
CARRIER: New Hampshire Insurance Company	\$2,000,000 Each Accident
POLICY TERM: 10/1/2016 – 10/1/2017	\$2,000,000 Disease - Policy Limit
POLICY NUMBER: 014112155 (IL/KY/NC/UT)	\$2,000,000 Disease - Each Employee

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2016 forms a part of

policy No. GL 515-24-62 issued to THE GEO GROUP INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED, is amended to include as an additional insured:

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you.

However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.



Authorized Representative or
Countersignature (in States Where
Applicable)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/01/2016 forms a part of Policy No. WC 014-11-2154

Issued to THE GEO GROUP INC

By NEW HAMPSHIRE INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,
2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Texas, Utah, or Washington. This form is not applicable in Missouri when there is a construction code on the policy and there is Missouri premium or exposure.

WC 00 03 13
(Ed. 04/84)

Countersigned by



Authorized Representative