

## COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and:

SCRAM of California, Inc.

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(hereinafter “CONTRACTOR”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

### 1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide:** Electronic monitoring program for Probation clients.

### 2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 145,655

### 3.0 TERM OF AGREEMENT:

**3.01** The term of this Agreement is from December 31, 2023 <sup>Retroactive to June 1, 2023</sup> to December 31, 2023, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

**3.02** The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

### 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

**Exhibit B Other:**

## 5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. “Good cause” includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County’s payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County’s purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys’ fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR’s performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. “CONTRACTOR’s performance” includes CONTRACTOR’s action or inaction and the action or inaction of CONTRACTOR’s officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County’s Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a “Notice to Proceed” with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage’s, except surety, shall be issued by companies which hold a current policy holder’s alphabetic and financial size category rating of not less than A- VII, according to the current Best’s Key Rating Guide or a company of equal financial stability that is approved by the County’s Purchasing Manager.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR’s duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Requestor must check the appropriate Automobile Insurance Threshold:**

Requestor must check the appropriate box.

**Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

**Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Workers’ Compensation Insurance:** if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer’s Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers’ compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance:** if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail

coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### **9.04 Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

SCRAM of California, Inc.

Electronic Monitoring

Term: June 1, 2023 - December 31, 2023

Not to Exceed: \$145,655

this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## **10.0 RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## **11.0 NON-DISCRIMINATION:**

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

## 13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

## 14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

## 15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
Todd Keating, Chief Probation Officer	Danny Prokosch, VP of Business Development
Name and Title	Name and Title
20 E. Alisal Street, Salinas, CA 93901	3456 Camino Del Rio North, Suite 100, San Diego, CA 92108
Address	Address
(831) 755-3913/ Fax (831) 759-7246	(925) 597-0340
Phone:	Phone:

## 16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.



- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

## 17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

**17.2 Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

**17.3 Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

\*\*\*\*\* THIS SECTION INTENTIONALLY LEFT BLANK \*\*\*\*\*

18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

SCRAM of California, Inc.

Contractor/Business Name \*

By:

Contracts/Purchasing Officer

By:

DocuSigned by:

Danny Prokosch

(Signature of Chair, President, or Vice-President)

Date:

Danny Prokosch, VP Business Development

By:

Department Head (if applicable)

Date:

Name and Title

8/7/2023

Date:

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By:

DocuSigned by:

Anne K. Brenton

County Counsel

By:

DocuSigned by:

Royce McDonald

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Date:

8/14/2023

Royce McDonald, Chief Operating Officer

Name and Title

Date:

8/7/2023

Approved as to Fiscal Provisions

By:

DocuSigned by:

Patricia Ruiz

Auditor/Controller

Date:

8/15/2023

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By:

Risk Management

Date:

County Board of Supervisors' Agreement No. \_\_\_\_\_ approved on \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

1 Approval by County Counsel is required

2 Approval by Auditor-Controller is required

3 Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

SCRAM of California, Inc.
Electronic Monitoring

## **EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**

**To Agreement by and between  
County of Monterey, hereinafter referred to as “County”  
and  
SCRAM of California, Inc. hereinafter referred to as “CONTRACTOR”**

This Exhibit A shall be incorporated by reference as part of Agreement governing work to be performed, the nature of the working relationship between the County and the CONTRACTOR, and specific obligations of the CONTRACTOR.

### **A. SCOPE OF SERVICES**

**A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

CONTRACTOR shall provide Electronic Monitoring equipment and program support services for Probation clients under the Electronic Monitoring Program as ordered by the Monterey County Superior Court or as a part of their probation supervision terms.

CONTRACTOR shall provide the following equipment for the clients’ use:

- SCRAMGPS®
- SCRAM Continuous Alcohol Monitoring® with RF (SCRAM CAM®)
- SCRAM Remote Breath®
- SCRAM Drug Patch

### **A.2 ROLES AND RESPONSIBILITIES**

**CONTRACTOR’S responsibilities shall include the following:**

#### **1. Staffing**

- a. CONTRACTOR shall provide one (1) dedicated staff member, designated as a Client Services Representative (CSR) or Case Manager. Due to the critical nature of the services that the CONTRACTOR is providing to County clients, CONTRACTOR agrees to provide staffing coverage for staff planned vacation or planned days off and amenable to increase staffing if needed to address any population increase.
- b. It is CONTRACTOR’S responsibility to provide and maintain selected equipment, including sufficient inventory for multiple County programs with a daily estimated population of up to 90-100 (estimated) being monitored on any given day.
- c. Provide 24/7 monitoring center services with real time notification to

## **EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**

County staff.

- d. CONTRACTOR shall provide staff member space to perform client meetings for orientation, troubleshooting and installation.
- e. Installation/removal and troubleshooting of equipment and monitoring software.
- f. Training of County staff when needed.

### **2. Equipment**

- a. CONTRACTOR shall provide at least two electronic devices capable of utilizing CONTRACTOR'S web-based interface to track all clients. The devices will be returned to the CONTRACTOR at the conclusion of the contract. CONTRACTOR is responsible for upgrading/replacing the electronic devices if they become obsolete or incompatible. CONTRACTOR is responsible for replacing the electronic devices if they malfunction. CONTRACTOR shall replace any malfunctioning electronic devices as soon as possible and at minimum within one business day.
- b. CONTRACTOR is responsible for providing all electronic monitoring equipment and consumables (including incidental tools and supplies, transmitter straps and clips), and for all maintenance of the equipment, including that resulting from damage, destruction, or loss of equipment by clients. CONTRACTOR shall provide new technology upgrades to equipment under contract as it becomes readily available in the electronic monitoring industry.
- c. Ankle Transmitters: Must be FCC certified body-attached devices housing the receiver and transmitter into a single unit. All client equipment must report all information exclusively through the cellular network. Devices must be as small and inconspicuous as possible - dimensions must be consistent in size and weight with the latest industry standards.
- d. Transmitters must be attached to clients in such a manner that they cannot be removed. If transmitters are tampered with or removed, transmitters must have a tilt alarm, or other similar system that notifies the organization, in real time, that the unit has been tampered.
- e. All devices shall be capable of being attached to the client so that efforts to tamper with or remove the bracelet are obvious upon visual inspection and provide immediate tamper detection and alert reporting.
- f. All GPS devices shall be shock resistant, waterproof to at least 15 feet, and

## **EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**

- function reliably under normal atmospheric and environmental conditions. The GPS device casing must be waterproof and must be able to withstand environmental factors.
- g. All devices must be capable of tracking indoors and outdoors. Alcohol Monitoring Devices: Must be compatible with transdermal alcohol testing and be FCC compliant.
  - h. Devices must be body-attached.
  - i. Devices must be attached to clients in such a manner that they cannot be removed.
  - j. All efforts to remove the bracelet should be obvious upon visual inspection.
  - k. All devices shall be shock resistant and function reliably under normal atmospheric and environmental conditions.
  - l. Devices shall not pose a safety hazard or unduly restrict the activities of the client.
  - m. All devices must provide alternative location tracking using the cellular network in the absence of GPS at no additional cost.
  - n. Devices proposing methods of secondary tracking in addition to GPS must specify the timing interval at which the secondary tracking technology is occurring (Example: Secondary tracking via cellular triangulation occurring every thirty (30) minutes) and must also specify how the web based system reflects the secondary tracking versus GPS mapping and whether the two tracking technologies are integrated as part of the mapping or if they require caseworkers to compare two separate indicators such as mapping for GPS with a separate cellular zone for secondary tracking.
  - o. Additional Criteria:
    - 1) No automatic reset of equipment.
    - 2) Equipment must be equipped with technology that minimizes drift.
    - 3) Equipment must have internal, rechargeable, non-removable battery power.
    - 4) Equipment must provide a low power signal, visual indicator, and vibrating alarm to indicate that the device should be recharged.
    - 5) CONTRACTOR shall provide any replacement power sources for use with the GPS device that fail under normal use.

## **EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**

### **3. Equipment Replacement**

- a. CONTRACTOR shall be responsible for all maintenance of the equipment. County will be responsible for damage, destruction, or loss of equipment by clients and will not require the client(s) to replace or pay for any lost or damaged equipment unless it is determined client is on a self-pay status.

### **4. Equipment Maintenance**

- a. CONTRACTOR shall provide any necessary auxiliary equipment (ex., charger, beacon, etc.). Auxiliary equipment that requires installation in client's home will be installed by CONTRACTOR'S staff. In the event the client's equipment is malfunctioning the CONTRACTOR must have replacement equipment available within 24 hours.
- b. CONTRACTOR'S staff shall provide equipment inspections on an as-needed basis at the CONTRACTOR'S office or on-site at the Monterey County Probation Department. CONTRACTOR trained staff will perform equipment inspections.
- c. CONTRACTOR'S staff must be available at CONTRACTOR'S designated site five days per week during established program hours and provide on-call staff on the weekends and holidays as needed to do the following:
  - 1) Assist with client drop-ins and complete all installations (installations may take place in-custody depending on location of client).
  - 2) Meet with program clients.
  - 3) Resolve malfunctioning equipment issues including testing chargers.
  - 4) Provide training and assistance to staff.
  - 5) Conduct transdermal alcohol testing device downloads.
  - 6) Remove equipment devices upon a client's discharge from the program.

### **5. Client Monitoring Software**

- a. CONTRACTOR will provide software capable of real-time monitoring and maintaining of data on approximately up to 90-100 clients (estimated) actively being monitored.
- b. Software must be capable of:
  - 1) Maintaining different categories of clients based on County's definitions.
  - 2) Allow CONTRACTOR's staff to enter, store, access and remove necessary client data.
  - 3) Keep current in real time each time a subject is added, changed or terminated.

## **EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**

- 4) Have the ability to create, edit and delete scheduling information and stay away zones, including reasons for entry.
  - 5) Send alarms electronically to designated County personnel for any violation in the system of the notifications configured terms of a subject's monitoring program, via text or email.
- c. Software must have ability to generate reports, at minimum, as follows:
- 1) Daily Violations Reports that list the client's name, date, time, and type of violation, including violations of movement and/or curfew restrictions, equipment malfunctions/tampers, battery status and any other problem related to the status of the clients.
  - 2) Daily Charging Reports that list the client's name, date, and detailed charging data.
  - 3) CONTRACTOR'S staff shall perform system administration and configuration of the system.
  - 4) CONTRACTOR will extract data from software and send email notices to Deputy Probation Officers and support staff with real time data entry and status review.
  - 5) CONTRACTOR is responsible for using the latest version of software and maintaining it up to date.

### **6. Case Management Services**

- a. CONTRACTOR will monitor all electronic monitoring clients 24-hours a day, 365 days a year.
- b. CONTRACTOR will provide one (1) dedicated staff five days per week during established program hours, designated as a Client Services Representative (CSR) or Case Manager, and provide on-call services on the weekends and holidays.
- c. Upon receipt of the referral, the CONTRACTOR will provide electronic monitoring/alcohol monitoring equipment, installation, and orientation. Services must be available to start within 24 hours of the referral, except for referrals made on Friday or the day before a designated Holiday. The enrollment and equipment maintenance services may be provided at any mutually agreed upon location.
- d. Due to the critical nature of the services that the CONTRACTOR is providing to County clients, CONTRACTOR agrees to provide staffing coverage for staff planned vacation or planned days off.



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- e. In the event that CONTRACTOR fails to provide staffing coverage on their planned vacation as agreed, County will deduct \$100 per day in which CONTRACTOR'S staff is unavailable to provide services. Pre-trial program contact must notify the Probation Services Manager (PSM) or Probation Division Manager (PDM).
- f. CONTRACTOR will conduct contacts with clients as directed by Probation.
- g. For youth, CONTRACTOR will conduct contacts and equipment checks as needed if/when there are discrepancies in reading and/or device malfunctioned. If troubleshooting cannot be successfully completed via phone, a visit is needed at the youth's work or home when it occurs.
- h. For adults, contacts and equipment checks will be conducted once per month.
- i. CONTRACTOR will provide alert monitoring which includes an initial investigation of all alerts to confirm their validity to the extent possible and report the information discovered per the program protocols.
- j. CONTRACTOR shall report alerts to assigned Deputy Probation Officer by the next business day, with the exception of critical alerts.
- k. Critical alerts designated by the County shall be reported immediately to persons requested by the County. (See Appendix A.)
- l. CONTRACTOR shall provide follow up written reports on violations as requested by the County by the next business day.
- m. CONTRACTOR will provide court support and testimony for cases requiring technical expertise or compliance verification.
- n. CONTRACTOR will provide program statistics, to include but is not limited to, current number of clients in the program, number of violations and follow-up, as designated and requested by the County.

### **7. Enrollment, Orientation & Installation**

- a. Client Referrals and Enrollment: CONTRACTOR shall assign a

## **EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**

Certified Case Manager/SCRAM Agent who will employ a detailed process for receiving and processing clients referred to monitoring, to each client. The Enrollment/Orientation/Installation process shall be conducted within 24 hours during normal business hours from when the CONTRACTOR receive the referral from the County.

- b. Orientation: Each client will be oriented of the detailed overview of the program requirements and monitoring technology or testing protocols. All information shall be presented verbally and in writing and is available in both English and Spanish. The Case Manager/SCRAM Agent shall walk client through a detailed Participation Agreement that is customized for the program and the technology being used.
- c. Installation. The Installation process shall include a detailed checklist, specific to each program and each technology, to ensure every client is properly enrolled and educated and has a thorough understanding of both program parameters and the technology and has clear contact information for the assigned Case Manager/SCRAM Agent should questions arise. This phase is where all schedules are established, reviewed, and entered into the case management software.

After Installation, clients shall leave with or are emailed copies of all paperwork that was reviewed and signed during the initial meeting. Contractor will conduct all necessary installations, replacements, repairs, activations, and deinstallations.

Once the Enrollment/Orientation/Installation meeting is concluded, CONTRACTOR staff shall immediately notify the County of the completion of the process and activation of the equipment via email or any method preferred by the County team.

### **County (Probation Department) responsibilities shall include the following:**

- 1. Coordinate communication and process improvement between all agencies involved in the Monterey County Electronic Monitoring Program.
- 2. Provide a dedicated liaison for coordination of this program.

**EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS****B. PAYMENT PROVISIONS****B.1 COMPENSATION/ PAYMENT**

County shall pay an amount not to exceed **\$145,655** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the following rate sheet and in accordance with the following terms:

<b>PRODUCT</b>	<b>Installation Fee (one-time)</b>	<b>Daily Rate with Installation</b>
<b>SCRAM Continuous Alcohol Monitoring + ETHERNET</b> Optional RF at no additional charge	<b>\$80.00</b>	<b>\$10.45</b>
<b>SCRAM Continuous Alcohol Monitoring + WIFI/CELLULAR BASE STATION</b> Optional RF at no additional charge	<b>\$80.00</b>	<b>\$12.15</b>
<b>SCRAM Remote Breath</b>	<b>\$80.00</b>	<b>\$9.00</b>
<b>SCRAM GPS</b>	<b>\$80.00</b>	<b>\$9.75</b>
<b>SCRAM Ally (with GPS)</b>		<b>\$1.00</b>
<b>Combination: SCRAM Continuous Alcohol Monitoring + ETHERNET + GPS</b>	<b>\$80.00</b>	<b>\$16.50</b>
<b>Combination: SCRAM Continuous Alcohol Monitoring + WIFI/CELLULAR BASE STATION + GPS</b>	<b>\$80.00</b>	<b>\$18.20</b>
<b>Combination: SCRAM GPS + SCRAM Remote Breath</b>	<b>\$80.00</b>	<b>\$14.00</b>
<i>Additional Product Offerings</i>		
24/7 Transdermal Drug Patch	<b>\$80.00</b>	<b>\$7.35</b>
<i>Prices above inclusive of all consumables, shipping, and shelf allowance plus 5% allowance for lost/damaged/stolen equipment.</i>		
<b>EQUIPMENT REPLACEMENT COSTS FOR LOST AND DAMAGED (above 5% allowance)*</b>	<b>COST</b>	
<b>SCRAM Continuous Alcohol Monitoring - DEVICE</b>	<b>\$1,000.00</b>	
<b>SCRAM Base Station - DEVICE</b>	<b>\$420.00</b>	
<b>SCRAM WIFI/Wireless Base Station - DEVICE</b>	<b>\$585.00</b>	
<b>SCRAM Remote Breath - DEVICE</b>	<b>\$800.00</b>	
<b>SCRAM GPS - DEVICE</b>	<b>\$585.00</b>	
<b>*The lost and damaged % is based on the average active participant amount.</b>		
CONTRACTOR'S Example: If the program averaged 40 active participants every month throughout the year, 5% allowance would mean that 5% or 2 devices (40 x .05 = 2) could be lost/damaged at no charge to the County. Anything additional would be billed at CONTRACTOR'S cost to replace the equipment which is listed above.		

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

### B.2 CONTRACTOR’S BILLING PROCEDURES

CONTRACTOR shall submit a monthly invoice to Probation’s Finance Division no later than the 20th day following the month of service. Failure to submit reports will be deemed non-compliance with the terms and conditions and may cause payment to be delayed or denied.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, “Payment Conditions”, of the Agreement. All invoices shall reference services and an original hardcopy shall be sent to the following address or via email to [255-probationfinanceap@co.monterey.ca.us](mailto:255-probationfinanceap@co.monterey.ca.us):

Monterey County Probation Department  
Attention: Finance Division  
20 E. Alisal Street, 2nd Floor  
Salinas, CA 93901

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

There shall be no travel reimbursement allowed during this Agreement.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

## APPENDIX A

### Guide- Response Notification Types

#### Electronic Monitoring

1. **Bracelet Strap Open Alert:** Generated when the base station receives the date and time that the bracelet was cut.
2. **Strap Tamper:** The transmitter's strap has been cut or disassembled so that the strap is separate from the case, or the client has attempted to cut, remove or tamper with the strap, or the transmitter has corroded connection points.

#### Global Positioning Systems (GPS)

1. **Strap and Backplate Tamper combined:** Strap Tamper occurs when the client attempts to cut, remove or tamper with the strap attached to the device. Backplate tamper occurs if the client attempts to remove/disassemble the device by removing the backplate from the tracking unit.
2. **Strap Tamper:** The fiber-optic circuit inside the strap of a SCRAM GPS® tracking unit is open, resulting in a tamper alert.
3. **Case Tamper:** The tracking unit's case was opened because it was tampered with or the battery was replaced.
4. **Exclusion Zone Alert:** Occurs when a client is in violation of his schedule by entering a user defined zone that is prohibited. A client entered a forbidden zone and has been in that zone longer than the grace period if one is in effect.

#### Alcohol Monitoring

1. **Alcohol Detected Alert:** Generated when the bracelet generates three consecutive readings above .020 with at least one of those readings above the agency threshold, which indicates that the client has consumed alcohol.
2. **Potential Tamper Alert:** Generated when there is an unacceptable change in IR voltage from the previous readings, which indicates that the client has inserted something under the bracelet in order to inhibit the testing of alcohol.
3. **Potential Removal Alert:** Generated when the client cuts the strap or removes the bracelet without damaging the strap.