

**AMENDMENT NO. 6  
TO STANDARD AGREEMENT A-16556  
BETWEEN COUNTY OF MONTEREY AND  
SCRAM OF CALIFORNIA, INC.**

**THIS AMENDMENT NO. 6** to Standard Agreement A-16556 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and **SCRAM of California, Inc.** (hereinafter, “CONTRACTOR”) is hereby entered into between the County and CONTRACTOR (collectively, “the Parties”) and effective as of the last date opposite the respective signatures below.

**WHEREAS**, CONTRACTOR entered into Standard Agreement A-16556 with t a term retroactive to June 1, 2023, through December 31, 2023, (hereinafter, “Agreement”), for an amount not to exceed \$145,655, to provide an electronic monitoring program for Probation clients (hereinafter, “services”); and

**WHEREAS**, the Agreement was amended by the Parties on January 5, 2024 (hereinafter, “Amendment No. 1”) to extend the term for six (6) additional months through June 30, 2024, for an aggregate term of June 1, 2023 through June 30, 2024, and to increase the Agreement’s amount by \$14,566, for a total not to exceed amount of \$160,221; and

**WHEREAS**, the Agreement was amended by the Parties on March 19, 2024 (hereinafter, “Amendment No. 2”) to update the Contractor’s Fee Schedule and to increase the Agreement’s amount by \$140,000, for a total not to exceed amount of \$300,221, with no change to the existing term date ending June 30, 2024; and

**WHEREAS**, the Agreement was retroactively renewed and amended by the Parties on July 18, 2024, back to July 1, 2024, (hereinafter, “Renewal and Amendment No. 3”) to renew and extend the Agreement for one (1) additional year through June 30, 2025, to update the Contractor’s Fee Schedule, and to increase the Agreement’s not to exceed amount by \$200,500, for a total not to exceed amount of \$500,721; and

**WHEREAS**, the Agreement was amended by the Parties on March 19, 2025 (hereinafter, “Amendment No. 4”) to update the CONTRACTOR’S Fee Schedule, extend the term of the Agreement for one (1) additional year through June 30, 2026, for an aggregate term of June 1, 2023 through June 30, 2026, and to increase the Agreement’s amount by \$409,640, for a total not to exceed amount of \$910,361; and

**WHEREAS**, the Agreement was amended by the Parties on April 14, 2026 (hereinafter, “Amendment No. 5”) to increase the Agreement’s amount by \$136,554 for a total not to exceed amount of \$1,046,915; and

**WHEREAS**, County has a continued need for services; and

**WHEREAS**, due to the Pre-trial Services Program under Senate Bill 129, there continues to be an increase in the use of CONTRACTOR’S services; and

**WHEREAS**, the Parties have negotiated a set rate for the SCRAM Continuous Alcohol Monitoring + ETHERNET product and the CONTRACTOR’S Fee Schedule requires an update effective June 1, 2026; and

**WHEREAS**, additional time and funding are necessary to allow CONTRACTOR to continue to provide the services required by the County; and

**WHEREAS**, the Parties wish to further amend the Agreement to update the CONTRACTOR’S Fee Schedule, extend the term of the Agreement for one (1) additional year through June 30, 2027, for an aggregate term of June 1, 2023 through June 30, 2027, and to increase the Agreement’s amount by \$744,580, for a total not to exceed amount of \$1,791,495, to allow CONTRACTOR to continue to provide the services identified in the Agreement and as amended by this Amendment No. 6.

**NOW THEREFORE**, the Parties agree to amend the Agreement as follows:

1. Amend the second sentence under Section 2.0, “Payment Provisions”, to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$1,791,495.

2. Amend the first sentence of Paragraph 3.01 of Section 3.0, “Term of Agreement”, to read as follows:

The term of this Agreement is from June 1, 2023 to June 30, 2027, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend the first sentence of Sub-Section B.1 “Compensation/Payment” of “Exhibit A – Scope of Services/Payment Provisions” to read as follows:

County shall pay an amount not to exceed \$1,791,495 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

4. Replace “Attachment A-2 Fee Schedule, Effective July 1, 2025” with the revised fee schedule attached hereto as “Attachment A-3 Fee Schedule, Effective June 1, 2026.”

5. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain in full force and effect as set forth in the Agreement.

6. This Amendment No. 6 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment No. 6 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

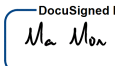
**CONTRACTOR**

By:

\_\_\_\_\_  
Chief Contracts & Purchasing Officer

Date:

*Approved as to Fiscal Provisions:*

By:   
\_\_\_\_\_  
**Auditor/Controller**

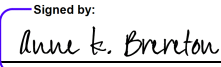
Date: 5/26/2026

*Approved as to Liability Provisions:*

By: \_\_\_\_\_  
**Risk Management\*\***

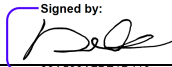
Date:

*Approved as to Form:*  
Office of the County Counsel  
Susan K. Blicht, County Counsel

By:   
\_\_\_\_\_  
**Anne K. Breton**  
**Deputy County Counsel**


Date: 5/21/2026

\_\_\_\_\_  
SCRAM of California, Inc.  
Contractor's Business Name\*

By:   
\_\_\_\_\_  
(Signature of Chair, President, or Vice-President)

\_\_\_\_\_  
Danny Prokosch, VP Business Development  
Print Name and Title

Date: 5/20/2026

By:   
\_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) \*

\_\_\_\_\_  
Royce McDonald, General Manager  
Print Name and Title

Date: 5/20/2026

\*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.

\*\*Approval by Risk Management is necessary only if changes are made to Paragraphs 8 or 9 of the Agreement.

**ATTACHMENT A-3 – FEE SCHEDULE**  
**Effective June 1, 2026**

<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>\$65.00</b>	<b>\$9.77</b>
<b>SCRAM Continuous Alcohol Monitoring + WIFI/CELLULAR BASE STATION</b> Optional RF at no additional charge	<b>\$65.00</b>	<b>\$11.66</b>
<b>SCRAM Remote Breath</b>	<b>\$65.00</b>	<b>\$8.67</b>
<b>SCRAM GPS</b>	<b>\$65.00</b>	<b>\$8.11</b>
<b>SCRAM Ally (with GPS)</b>		<b>\$1.00</b>
<b>Combination: SCRAM Continuous Alcohol Monitoring + ETHERNET + GPS</b>	<b>\$65.00</b>	<b>\$15.96</b>
<b>Combination: SCRAM Continuous Alcohol Monitoring + WIFI/CELLULAR BASE STATION + GPS</b>	<b>\$65.00</b>	<b>\$17.70</b>
<b>Combination: SCRAM GPS + SCRAM Remote Breath</b>	<b>\$65.00</b>	<b>\$14.28</b>
<i>Additional Product Offerings</i>		
24/7 Transdermal Drug Patch	<b>\$65.00</b>	<b>\$7.50</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>\$400.00</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>	
<p><b>**The lost and damaged % is based on the average active participant amount.</b></p> <p>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.</p>		