

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SCRAM of California, Inc.

This Agreement is entered into this 1st day of December, 2019 by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and SCRAM of California, Inc., hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing a global positioning system, house arrest and continuous alcohol monitoring services to defendants in Pretrial Services.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payments to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **EIGHT HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$850,000.00)**. In the event the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 1, 2019, through June 30, 2021.

5. Termination

This Agreement may be terminated by Contractor or by the Chief Probation Officer or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five (5) business days after receipt of such notice to respond and a total of ten (10) calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless, as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability...	\$1,000,000
(b) Motor Vehicle Liability Insurance...	\$1,000,000
(c) Professional Liability.....	\$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations

for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: John T. Keene, Chief Probation Officer
Address: 222 Paul Scannell Drive, San Mateo, CA 94402
Telephone: 650.312.8816
Facsimile: 650.312.5597
Email: jkeene@smcgov.org

In the case of Contractor, to:

Name/Title: Danny Prokosch, Regional Director
Address: 402 W. Broadway, Suite 1250, San Diego, CA 92101
Telephone: 925.597.0340
Email: dprokosch@scramca.com

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: SCRAM of California, Inc.


Contractor Signature

11/13/19
Date

Danny Prokosch
Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Budget Unit: 32216/5858

Exhibit A

SCRAM of California Inc.

Services

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

SCRAM of California Inc. will provide global positioning system, house arrest, and continuous alcohol monitoring services to defendants in Pretrial Services.

Meetings and Trainings

- Kick-off meeting with all designated Department staff and program personnel within four weeks of Pretrial staff being hired. The purpose of this meeting will be to introduce the key team members who will be involved in the day-to-day service for the contract, as well as key operational support staff. This meeting will formalize:
 - Enrollment processes and documentation requirements
 - Reporting processes, schedules, and structure
 - Referrals processes
 - Scheduling requirements
 - Reporting processes
 - Any other operational trainings and logistics as required
- Trainings for all designated Department staff. Trainings will cover hardware, software, and mobile applications, as well as any other operational processes or needs of the Department. Staff will be supplied with any equipment required for installations and removals. In addition, SCRAM of California will provide continuous training opportunities for new Department staff as well as refresher training. Training will be delivered in person, via webinars, or online via SCRAM Systems University, which provides training, proficiency training, and certification from the manufacturer on the operations of all SCRAM Systems equipment and software. Contractor will meet any educational requirements from the County.
- Meetings as necessary with Department staff to review program status and implementation and for troubleshooting.

Equipment Installation/Maintenance

- Contractor will maintain a sufficient inventory of equipment and supplies to provide for immediate installation as directed by the Court. Transmitter units will be maintained and guaranteed by the provider and will be updated at no cost when the vendor upgrades their technology. The equipment will include:
 - **SCRAM House Arrest (RF):** This RF/curfew monitoring system allows defendants to connect via traditional telephone line, WiFi, Ethernet, or Wireless service. The bracelet is attached to the defendant's ankle and continuously transmits a coded wireless RF signal to the SCRAM Base Station, which then reports its status to SCRAMnet Optix, the central software platform. The software compares the incoming information to the defendant's curfew schedule and authorized phone number(s). If a violation is detected, an alert is generated and the County is notified according to predefined procedures. The system includes:
 - RF with Ethernet communication in addition to landline, Wi-Fi, and cellular connectivity.

- A reliable strap with virtually no false tampers.
 - An LCD screen on the base station for defendant communication.
 - A one-year field replaceable bracelet battery.
- **SCRAM CAM:** This monitoring system includes an ankle bracelet that attaches to the defendant with a durable, anti-tamper strap. Worn 24/7, the anklet monitors for alcohol consumption by sampling what is known as insensible (gaseous) perspiration, which is constantly being emitted from the body. The bracelet automatically takes a sample every 30 minutes, 24/7, with no participation by the monitored defendant or agency staff. At the time of each test, the bracelet also conducts a series of anti-tamper tests that ensure the bracelet is unobstructed and that it's on the proper test subject. At a prescheduled time each day, the bracelet automatically looks for the SCRAM Base Station via a standard RF signal in order to transmit the previous day's test results. The data is then sent directly to SCRAMnet Optix, SCRAM's secure, cloud-based software, for analysis and reporting. If there is any anomaly in any alcohol or anti-tamper test results, the bracelet will immediately look for the base station and will download the data as soon as it is within range, rather than waiting for the next scheduled download. Pre-scheduled downloads can be set for one to as many as six times per day. The base station sends the data to Optix using a standard telephone landline, Ethernet, WiFi, or cellular communications.
 - **SCRAM CAM + Optional House Arrest/RF** —The SCRAM CAM System also includes the option to activate RF house arrest/curfew monitoring capabilities within the same bracelet. This option can be enabled in SCRAMnet Optix. This enhanced functionality allows Deputy Probation Officers (DPOs) to increase monitoring intensity as needed and monitor compliance with curfew and schedule restrictions.
 - **SCRAM GPS** – The SCRAM GPS attaches to the defendant's ankle and tracks movements 24/7. The device operates with GPS background, tracking points as frequently as once per minute, and once every 15 seconds if the defendant enters an exclusion zone or if the DPO manually activates Pursuit Mode. SCRAM GPS offers an optional beacon. The bracelet automatically converts to RF monitoring when in range of the beacon, which reduces location and communication alerts in high-density and impaired settings and also extends the battery life.
 - **SCRAMnet Optix™**—The core of the SCRAM Systems suite of monitoring technologies, Optix fully integrates all monitoring data for all hardware in to a single software with a single sign-on. Data and readings for all SCRAM Systems technologies are housed in SCRAMnet Optix. The software is accessible 24/7 from any web-enabled device, and SCRAMnet Mobile™ is accessible from a smart phone or tablet 24/7.
- Contractor will be responsible for acquiring shelved transmitter units in a timely manner. The Department will not be responsible for costs for inactive days of shelved units.
 - If special tools and/or training are required for equipment removal, these tools will be provided at no charge to the Department.
 - Contractor will equip the DPO with written materials to provide defendants information on the transmitter devices.

File Management

- Contractor will provide secured computer hardware and software via Optix. Department personnel can do any of the following through SCRAMNET Optix:
 - View information about the defendant, including—but not limited to—personal information, current EM data, historical EM data, violation statuses, notification settings, and reports
 - Enroll/edit/remove defendants without calling the monitoring center
 - Create, edit, delete, and apply monitoring parameters (such as daily/weekly schedules) for individuals or groups of defendants
 - Determine which violations/events must trigger notifications and by what means the notifications must be sent to Department personnel
 - Set up notification to be sent to Department personnel
 - Enter information to initiate multiple alert notifications (e.g., officers, law enforcement) for specified key events or non-compliance with monitoring parameters
 - Manage inventory

Monitoring and Reporting

- Contractor will make data available 24/7/365, from any computer, tablet, or smart phone, via SCRAMNET Optix™, a secure, cloud-based system that stores all monitoring data and generates all alerts and reports. Information stored and available 24/7/365 through Optix includes: all defendant personal data; program data such as start and end dates for monitoring; forms, court documentation, and information on the supervising officer; curfew schedules; inclusion and exclusion zones; and all data related to their monitoring, including detailed violation reports appropriate to submit to the court. SCRAM of California will provide the following reports:
 - A daily report that includes name, address, schedules, start/end date, and violations of all active defendants;
 - Program population statistics as designated and requested by the Department;

Requested ad hoc reports in a timely manner. Report types requested may include: daily violation reports, daily charging reports, location correlation reports, investigative reports, and proximity reports.

Exhibit B

SCRAM of California Inc.

Payments

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

- A. In no event shall County's total fiscal obligation under this Agreement exceed **EIGHT HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$850,000.00)**.

Payment Schedule:

Device	Daily Rate (Installation by Probation)
GPS: 0-99 Active	\$5.90
GPS: 100-199 Active	\$5.75
GPS: 200+ Active	\$5.60
SCRAM House Arrest (RF)	\$3.95
SCRAM Continuous Alcohol Monitoring (CAM) + optional RF - Landline and Ethernet Connectivity: 0-99 Active	\$7.00
SCRAM Continuous Alcohol Monitoring (CAM) + optional RF - Landline and Ethernet Connectivity: 100+ Active	\$6.75
Additional: WiFi/Cellular Base Station Connectivity for CAM and RF	\$2.00
Shelf Allowance	\$0.00

The daily rates for installations by SCRAM will follow the payment table above with the addition of the following one-time installation fees:

Installation by SCRAM during regular business hours (M-F, 8 am-5 pm) for GPS, RF, and CAM	\$75 each
Installation by SCRAM during nights and weekend hours for GPS, RF, and CAM	\$150 each

- B. Lost or stolen equipment must be invoiced to the Department within three (3) months of the client terminating from electronic monitoring services.

Device Replacement Costs for Lost and Damaged	Cost
SCRAM GPS device	\$700.00
SCRAM GPS charger	\$25.00
SCRAM House Arrest ankle worn device	\$400.00

SCRAM CAM device	\$1,350.00
SCRAM Base Station <i>used with House Arrest or CAM landline and ethernet</i>	\$420.00
SCRAM Wireless Base Station <i>used with House Arrest of CAM</i>	\$740.00

C. Contractor shall submit invoices and activity reports according to the schedule below.

Invoice Due Dates:

Service Period	Invoice Due Date	Report Content
January	February 15	Services delivered
February	March 15	Services delivered
March	April 15	Services delivered
April	May 15	Services delivered
May	June 15	Services delivered
June	July 15	Services delivered
July	August 15	Services delivered
August	September 15	Services delivered
September	October 15	Services delivered
October	November 15	Services delivered
November	December 15	Services delivered
December	January 15	Services delivered

D. Contractor shall mail via USPS the original, signed, hard copies of invoices and activity reports to Jenifer Logia, **Management Analyst**, San Mateo County Probation Department, 222 Paul Scannell Drive, San Mateo, CA 94402. In addition, contractor shall email copies of the original, signed invoices and activity reports to both **Jenifer Logia, Management Analyst**, at jlogia@smcgov.org AND Fiscal Services Unit at prob_accounts_payable@smcgov.org.

Performance Measures:

Theme	Measure	Description	FY 2019-2020 Target	FY 2020-2021 Target
Performance	On-time Delivery of Services	Violation alerts are sent to DPOs in a timely manner. Inactive equipment is picked-up in a timely manner	90%	90%
Relationship	Responsiveness	Percent of time issues are addressed in a timely manner and addressed with appropriate urgency	90%	90%
	Communication	Percent of time professional and clear communication is utilized	90%	90%
Financial	Invoicing	Percent of time invoices are timely, accurate, and easy to understand	95%	95%
Leadership	Alignment	Contractor demonstrates knowledge of trends related to EMP; follow best practices as related to EMP	Yes/No	Yes/No
	Innovation	Contractor provides services with up-to-date technology	Yes/No	Yes/No

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Danny Prokosch

Name of Contractor(s):

Scream of California, Inc

Street Address or P.O. Box:

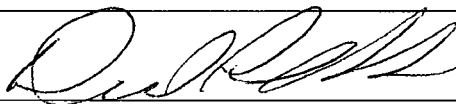
402 W. Broadway #1250

City, State, Zip Code:

San Diego, CA 92101

I certify that the above information is complete and correct to the best of my knowledge

Signature:



Title of Authorized Official:

Regional Director

Date:

11/13/19

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."