

**AMENDMENT #1 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND SCRAM OF CALIFORNIA INC
Contract No. 32000-22-R078954-A1**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SCRAM of California Inc, hereinafter called "Contractor";

WITNESSETH:

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

WHEREAS, the parties entered into an Agreement for electronic monitoring services on June 14, 2022; and

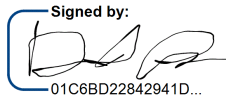
WHEREAS, the parties wish to amend the Agreement to add \$275,000 for a new not-to-exceed amount of \$875,000.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3 of the Agreement is amended to read as follows:
In consideration of the services provided by the Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A1, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B1. 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 SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$875,000.00)**. In the event that 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.
2. Original Exhibits A and B are hereby replaced with Revised Exhibits A1 and B1 (rev. October 2024), attached hereto.
3. **All other terms and conditions of the agreement dated June 14, 2022, between the County and Contractor shall remain in full force and effect.**

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

Signed by:

01C6BD22842941D...

Contractor Signature

10/18/2024 | 5:16 PM PDT

Date

Danny Prokosch
Vice President of Business Development
Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Budget: 32757 / 32466 / 32467 / 32469 / 32216 / 32658 - 5858

Exhibit A1
SCRAM of California Inc.

Services

In consideration of the payments set forth in Exhibit B1, Contractor shall provide the following services:

SCRAM of California, Inc. (SCRAM) will provide electronic monitoring through use of continuous alcohol monitoring (CAM), house arrest/radio frequency (RF), global positioning (GPS), and remote breath options. SCRAM will serve the Electronic Monitoring Program for juvenile clients and the following programs for adult clients: DUI Court, Veterans Treatment Court, Military Diversion, Pretrial Services, and Sex Offender supervision.

1. Equipment Installation and Maintenance

- 1.1. SCRAM may be required to provide on-site installations of devices at their office at 1049 Whipple Avenue Redwood City, CA 94062. SCRAM will also accommodate installation at the county jail, treatment centers, or at a designated location in the courthouse. SCRAM office hours are Monday – Friday, 8 am – 5 pm. If needed, SCRAM will accommodate evenings and weekends with reasonable notice.
- 1.2. SCRAM 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 vendor and will be updated at no cost when the vendor upgrades their technology. The equipment will include:
 - 1.2.1. **SCRAM GPS:** The SCRAM GPS® one-piece device is a slim, lightweight bracelet that attaches to the client'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 client enters an exclusion zone or if the officer manually activates Pursuit Mode. These location points can be transmitted via the GSM (AT&T/Sprint) or CDMA (Verizon) cellular networks per the communication frequency chosen by the County.
 - 1.2.2. **SCRAM House Arrest (RF):** This RF/curfew monitoring system is built for today's homes, allowing clients to connect via traditional telephone line, WiFi, Ethernet, or Wireless service. The lightweight bracelet is attached to the client's ankle and continuously transmits a coded wireless RF signal to the SCRAM Base Station, which then reports its status to SCRAM Optix, the central software platform. The software compares the incoming information to the client'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.
 - 1.2.3. **SCRAM Continuous Alcohol Monitoring (CAM):** SCRAM CAM includes an FCC-certified ankle bracelet that attaches to the participant 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 client or agency staff. At the time of each test, the bracelet also conducts a series of antitamper tests that ensure the bracelet is unobstructed and that it's on the proper test subject.
 - 1.2.4. **SCRAM Remote Breath:** A mobile, cost-effective, lower intensity alcohol monitoring technology for lower risk/lower need clients. Includes facial verification software and a GPS point with both taken and missed tests.
 - 1.2.5. **SCRAM Optix:** The core of the SCRAM Systems suite of monitoring technologies, Optix fully integrates all monitoring data for all hardware into a single software with a single sign-on. The software is fully mobile-accessible 24/7 from any web-enabled device, allowing you easy access to the full software any time, from any location.
- 1.3. SCRAM 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.
- 1.4. If special tools and/or training are required for equipment removal, these tools will be provided at no charge to the Department.
- 1.5. SCRAM will equip the DPO and Group Supervisor (GS) with written materials to provide both juvenile and adult clients information on the transmitter devices.

2. Meetings and Trainings

- 2.1. Trainings for designated Department staff on an as-needed basis: 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 will provide continuous training opportunities for new Department staff as well as refresher trainings. 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.

3. Client Monitoring

- 3.1. Provide 24-hour client monitoring of all participants' whereabouts 24 hours a day, seven days a week.
 - 3.1.1. Provide automated alert notifications via email or text message.
 - 3.1.2. Provide the Department with access to a web-based interface to access monitoring.
- 3.2. Provide continuous alcohol monitoring via transdermal monitoring of alcohol consumption 24 hours a day, seven (7) days a week. Regular data downloading schedule shall exist for all participants.

4. File Management

- 4.1. Provide a secured computer hardware and software necessary for the operation and 24-hour continuous monitoring of the transmitter units. Stored data should include (but are not limited to):
 - 4.1.1. Client personal data – includes name, address, telephone numbers, and emergency contacts;
 - 4.1.2. Client program data – includes referral orientation checklist, start/end dates, and inclusion and exclusion zones;
 - 4.1.3. Program schedules – includes curfew, work, school, meetings, and social services;
 - 4.1.4. Violations – includes date, time, and type; and
 - 4.1.5. DPO or GS of record.

5. Reports

- 5.1. Provide access to a web-based interface for real-time data entry and status review.
- 5.2. If needed, provide requested ad-hoc reports in a timely manner. Report types requested may include: program compliance reports, daily violation reports, daily charging reports, location correlation reports, investigative reports, and proximity reports.

6. DUI Court – Participant Ability to Pay

- 6.1. At the time of enrollment, SCRAM conducts a financial assessment and verification for each DUI Court participant ordered to CAM. This process ensures all participants are identified and appropriate cost considerations are made, including setting affordable fees, and payment terms. Factors include the number of dependents the participant has, hourly wage or salary, and other special circumstances. In general, the daily fee will equal their hourly wage earnings, not to exceed the scale.
- 6.2. SCRAM will create a payment calendar and work with the participants to ensure they are able to complete their monitoring successfully and keep up with their financial obligations to their program, and to their families. Flexible payment options are available for participants and will be arranged with SCRAM before CAM installation. If needed, payments can be spread out beyond the participant's monitoring period. This allows participants that have been recently released from custody and are actively looking for work to spread their payments over time, getting to work on their sobriety right away while looking for gainful employment.
- 6.3. The financial assessment process can continue during their monitoring period/case management period as the participant's employment and financial status may change.

Exhibit B1
SCRAM of California Inc.

Payments

In consideration of the services provided by Contractor described in Exhibit A1 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 SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$875,000.00)**.

B. Rate Schedule:

Product	Daily Rate No Installation	Daily Rate with Installation	Full-Service One Time Installation Fee
SCRAM GPS	\$3.50	\$6.37	\$50.00
SCRAM House Arrest (RF)	\$2.55	\$4.00	\$50.00
SCRAM House Arrest (RF) + WiFi/Cellular Base Station	\$4.55	\$6.00	\$50.00
SCRAM Continuous Alcohol Monitoring (CAM) + optional RF	\$6.35	\$9.17	\$50.00
SCRAM Continuous Alcohol Monitoring (CAM) + WiFi/Cellular Base Station + optional RF	\$8.35	\$11.17	\$50.00
SCRAM Remote Breath	\$4.00	\$6.50	\$50.00
Additional Product Offerings			
Specialty Court Participant Pay Sliding Scale SCRAM CAM + Optional RF	n/a	\$8-\$15	\$50.00
Specialty Court Participant Pay Sliding Scale SCRAM CAM + Wifi/Cellular Base Station + Optional RF	n/a	\$10-\$17	\$50.00
24/7 Transdermal Drug Patch (5-panel)	n/a	\$5.71	\$50.00
24/7 Transdermal Drug Patch (expanded opiate panel)	n/a	\$8.36	\$50.00

SCRAM TouchPoint Check-In App	\$0.50	with EM no additional cost	n/a
After-Hours and Weekend Installation Fee	n/a	n/a	\$150.00
Shelf Allowance	No cost	No cost	n/a

Equipment Replacement Costs for Lost and Damaged Above 5% of average daily active equipment	Cost
SCRAM GPS - Device	\$585.00
SCRAM House Arrest - Device	\$400.00
SCRAM CAM – Device	\$1,000.00
SCRAM Base Station <i>Used with House Arrest or CAM landline and ethernet</i>	\$400.00
SCRAM Wireless Base Station <i>Used with House Arrest or CAM</i>	\$550.00
SCRAM Remote Breath - Device	\$680.00

C. Payment Schedule:

Service Period	Invoice Due Date	Report Content
January	February 10	Services delivered and program outcomes for FY Q2
February	March 10	Services delivered
March	April 10	Services delivered
April	May 10	Services delivered and program outcomes for FY Q3
May	June 10	Services delivered
June	July 3	Services delivered
July	August 10	Services delivered and program outcomes for FY Q4
August	September 10	Services delivered
September	October 10	Services delivered

October	November 10	Services delivered and program outcomes for FY Q1
November	December 10	Services delivered
December	January 10	Services delivered

D. Invoicing

Contractor shall send separate invoices for each of the following six programs:

- DUI Court
- Military Diversion
- Veterans Treatment Court
- Pretrial Services
- Sex Offender Supervision
- Juvenile EMP/CAM

For all services provided under this agreement, invoices for such services shall be sent to:

San Mateo County Probation Department
 Attn: Accounts Payable; PROB_Accounts_Payable@smcgov.org
 222 Paul Scannell Drive
 San Mateo, CA 94402

E. Performance Measures:

Measure	Description	FY 2022-23 Target	FY 2023-24 Target	FY 2024-25 Target
On-time Delivery of Services	Staff are available for installation during necessary hours. Inactive equipment is picked-up in a timely manner.	90%	90%	90%
Responsiveness	Issues are addressed in a timely manner and addressed with appropriate urgency.	90%	90%	90%
Communication	Professional and clear communication is utilized.	90%	90%	90%
Invoicing	Invoices are timely, accurate, and easy to understand.	95%	95%	95%
Alignment	Knowledgeable of trends related to electronic monitoring; follow best practices as related to electronic monitoring	Yes/No	Yes/No	Yes/No
Innovation	Provide services with up-to-date technology	Yes/No	Yes/No	Yes/No