

Agreement No. _____

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
SCRAM OF CALIFORNIA INC.**

This Agreement is entered into this ____ day of _____, 20____, 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 continuous alcohol monitoring (CAM), global positioning system (GPS), and other electronic monitoring services for adult and juvenile probationers and pretrial defendants.

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 payment 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 **SIX HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$600,000.00)**. 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.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **July 1, 2022, through June 30, 2025.**

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.

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.

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.

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 (5) 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 unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value 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, Vice President of Business Development
Address: 555. W. Beech Street #400, 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. Reimbursable Travel Expenses

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.
- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty,

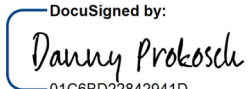
luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.

- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

* * *

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.

<small>DocuSigned by:</small>  <small>01C6BD22842941D...</small>	<u>5/2/2022 11:15 AM PDT</u>	<u>Danny Prokosch</u>
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

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. (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 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 **SIX HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$600,000.00)**.

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 Measure

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

Certificate Of Completion

Envelope Id: 0336D817F9624CE4837EC9C520171C82	Status: Completed
Subject: Please DocuSign: SCRAM Contract_For Contractor Approval	
Source Envelope:	
Document Pages: 17	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Vivien Huynh
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	400 County Ctr
	Redwood City, CA 94063-1662
	VHuynh@smcgov.org
	IP Address: 104.129.192.188

Record Tracking

Status: Original	Holder: Vivien Huynh	Location: DocuSign
5/2/2022 9:07:30 AM	VHuynh@smcgov.org	

Signer Events

Danny Prokosch
 dprokosch@scramca.com
 Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style
 Signed by link sent to dprokosch@scramca.com
 Using IP Address: 98.42.221.164

Timestamp

Sent: 5/2/2022 10:03:25 AM
 Viewed: 5/2/2022 11:08:09 AM
 Signed: 5/2/2022 11:15:20 AM

Electronic Record and Signature Disclosure:

Accepted: 5/2/2022 11:08:09 AM
 ID: 3d55d493-9457-4852-bcbe-87438000d48c

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/2/2022 10:03:25 AM
Certified Delivered	Security Checked	5/2/2022 11:08:09 AM
Signing Complete	Security Checked	5/2/2022 11:15:20 AM
Completed	Security Checked	5/2/2022 11:15:20 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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