

AGREEMENT FOR SERVICES #4371
AMENDMENT I

This Amendment I to that Agreement for Services #4371, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and SCRAM of California, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 555 W. Beech St, Suite 400, San Diego, CA 92101, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide continuous transdermal electronic alcohol monitoring equipment, SCRAM CAM Bracelet with and without the house arrest component, SCRAM One-Piece GPS, SCRAM GPS Home Base Cellular unit, and SCRAM Remote Breath, along with access to SCRAM System Program Management Center (currently known as SCRAMNET), and provide necessary equipment and interest based software program training to staff on an "as-requested" basis for the Probation Department in accordance with Agreement for Services #4371, dated January 1, 2019, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to revise the Scope of Services of the Agreement, adding additional services to include SCRAM's Ally Victim Notification Mobile Application, hereby amending **ARTICLE I – Scope of Services**; and

WHEREAS, the parties hereto have mutually agreed to include the price of additional services as outlined in the amended **ARTICLE I – Scope of Services**, and to increase the not to exceed amount of the agreement, hereby amending **ARTICLE III Compensation for Services**; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #4371 shall be amended a first time as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish the personnel and equipment necessary to provide continuous transdermal electronic alcohol monitoring equipment (currently known as the SCRAM CAM Bracelet) with/without the house arrest component, allow access to SCRAM System Program Management Center (currently known as SCRAMNET), and provide necessary equipment and internet based software program training to staff on an “as-requested” basis for the Probation Department. Services shall include but not be limited to the central computer hardware and software necessary for the operation of Probation’s 24 hour monitoring of adults and juveniles on the electronic monitoring program. Services shall be in accordance with “Exhibit A, NASPO ValuePoint Participating Addendum” and “Exhibit B, Contract #00212 with Alcohol Monitoring Systems, dba SCRAM Systems, for Electronic Monitoring of Offenders,” and any amendments thereto, incorporated herein and made by reference a part hereof.

Contractor also agrees to furnish the personnel and equipment necessary to provide continuous transdermal electronic alcohol monitoring equipment (currently known as SCRAM One-Piece GPS, SCRAM GPS Home Base Cellular Unit, SCRAM Remote Breath), and provide necessary equipment and internet based software program training to staff on an “as-requested” basis for the Probation Department.

Contractor also agrees to furnish SCRAM Ally Victim Notification Mobile Application to victims of Probation’s Domestic Violence offender clients.

Contractor shall provide qualified staff to provide the following services for participants on alcohol monitoring, GPS tracking, Ally Domestic Violence Victim Notification Mobile App, or Remote Breath testing:

- Install and remove electronic monitoring equipment
- Mobile service to probation, court, jail, or treatment
- Orientations of monitoring program requirements and signing of participant agreement
- Data entry and system activation of monitoring participants
- Input of schedule and zone requirements per officer instructions
- Schedule and complete maintenance associated with equipment (batteries, straps, etc.)
- Equipment inspections (tampering, intentional damage, etc.)
- Inventory management and cleaning of devices
- Resolution of alerts: communication, low battery warnings/calls, tamper and alcohol interference warnings
- Reporting of no-compliance (confirmed alcohol consumptions, confirmed tamper events)
- Data tracking (exit survey results, weekly summary reports, etc.)
- Court support and court appearances (contested hearings, collaborative court, status checks)
- Training and MCLE presentations

In the event of any conflict between or among the terms and conditions of this Agreement #4371, any Exhibits incorporated herein or attached, and any other document referred to and incorporated herein, such conflict shall be resolved by giving precedence in the following order of priority: to the text of this Agreement #4371; to the language of the Exhibits attached and incorporated; and to the language of any other document referred to and incorporated.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, in arrears and within forty five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.

For the purposes of this Agreement, the billing rate shall be in accordance with "Exhibit B, Appendix E Price Sheets, attached to the Third Amendment to Contract No. 00212 Electronic Monitoring of Offenders, dated October 1, 2018," or "Exhibit C, SCRAM One-Piece GPS, SCRAM GPS Home Base Cellular Unit, SCRAM Remote Breath Pricing."

For the period beginning with the effective date of this amendment and continuing through the remaining term of the Agreement, the billing rate for the Ally Domestic Violence Victim Notification Mobile App, will be:
\$1.00 a day per victim.

All SCRAM System products and consumables will be shipped by ground unless special circumstances exist. Contractor pays the cost of ground shipment and County pays the cost if an express shipment (e.g. air) is requested.

Total amount of this Agreement shall not exceed \$800,000.00.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

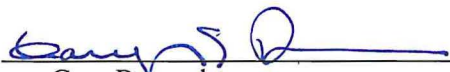
County of El Dorado
Probation Department
Accounts Payable
3974 Durock Road, Suite 205
Shingle Springs, California 95682

or to such other location as County directs.

In the event that Contractor fails to deliver the documents or other deliverables required by this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in **Article XII, Default, Termination, and Cancellation.**

Except as herein amended, all other parts and sections of that Agreement #4371 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 
Gary Romanko
Deputy Chief Probation Officer
Probation Department

Dated: 4/13/21

Requesting Department Head Concurrence:

By: 
Brian Richart
Chief Probation Officer
Probation Department

Dated: 4.15.21

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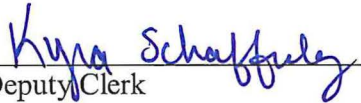
IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #4371 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 5-18-21

By: 
Chair
Board of Supervisors
"County"

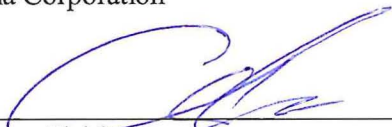
ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 5-18-21

-- CONTRACTOR --

SCRAM of California, Inc.
A California Corporation

By: 
Aaron Fleisher
President & General Manager
"Contractor"

Dated: 4/15/21