

AGREEMENT FOR SERVICES #438-S1510
AMENDMENT I

This Amendment I to that Agreement for Services #438-S1510, 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 402 W. Broadway, Suite 1250, 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 (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, in accordance with Agreement for Services #438-S150, dated June 19, 2015, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to add SCRAM One-Piece GPS, SCRAM GPS Home Base Cellular Unit and SCRAM Remote Breath and increase the total agreement amount to \$120,000.00 of said Agreement, hereby amending ARTICLE I Scope of Services and ARTICLE III Compensation for Services; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #438-S1510 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 adult and juveniles on the electronic monitoring program. Services shall be in accordance with "Exhibit A, Participating Addendum, WSCA-NASPO Cooperative Purchasing Organization" and "Exhibit B, Contract #00212 with Alcohol Monitoring Systems for Electronic Monitoring of Offenders," 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 shall provide qualified staff to provide the following services for participants on alcohol monitoring, GPS tracking, or Remote Breath testing:

- Install and remove electronic monitoring equipment
- Mobile service to probation, court, jail, or treatment
- Orientations of monitoring program requirements & 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 & 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

Pricing shall be in accordance with Exhibit C,

In the event of any conflict between or among the terms and conditions of this Agreement #438-S1510, 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 #438-S1510; 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, County agrees to pay Contractor monthly 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, Contract #00212 with Alcohol Monitoring Systems for Electronic Monitoring of Offenders; Appendix E, Price Sheets” or “Exhibit C, SCRAM One-Piece GPS, SCRAM GPS Home Base Cellular Unit, SCRAM Remote Breath Pricing”.

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 \$120,000.00.

Except as herein amended, all other parts and sections of that Agreement #438-S1510 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____
Andrew Craven, Deputy Chief Probation Officer
Probation Department

Requesting Department Head Concurrence:

By: _____ Dated: _____
Brian Richart, Chief Probation Officer
Probation Department

IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #438-S1510 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- CONTRACTOR --

SCRAM of California, Inc.
A California Corporation

By: _____ Dated: _____
Aaron Fleisher
President & General Manager
"Contractor"

By: _____ Dated: _____
Corporate Secretary

Exhibit C

SCRAM One-Piece GPS, SCRAM GPS Home Base Cellular Unit, SCRAM Remote Breath Pricing

Equipment	
SCRAM One-Piece GPS – Active 1 x 10 rate plan	\$4.40/day
SCRAM Remote Breath Alcohol Monitoring (RB)	\$5.50/day
Additional Products and Services	
SCRAM GPS – Home Base Cellular Units (when active)	\$1.00/day
Shelf fees (all products)	\$0.00
Consumables (all products)	\$0.00
Ethernet/Internet Communications	\$0.00
Unlimited Training	\$0.00
Shipping Cost	\$0.00
Lost/Damaged/Stolen Equipment Replacement costs are as follows:	
SCRAM GPS	\$575.00
SCRAM Remote Breath	\$1,100.00
SCRAM Home Base Cellular Unit	\$400.00
Staff Services Normal Business Hours (M-F 8am-5pm) After hours (5pm-8am) or weekends	
One time Activation Fee	\$50.00
After hours (5pm-8am) or weekends	An additional \$50.00
Daily rate	\$2.75/day
Optional after hours outbound calls (24/7 GPS monitoring center service)	An additional \$1.00/day