



County of San Mateo

Request for Proposals (RFP) for Electronic Monitoring

Probation Department

RFP No. PROB 2022-001

Date issued:

January 25, 2022

Questions due:

February 1, 2022, 4:00 p.m. PST

Proposal due:

February 22, 2022, 4:00 p.m. PST

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- A. Minimum Qualifications Checklist
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I. Introduction and Schedule

A. General

The County of San Mateo (the “County” or SMC) covers most of the San Francisco Peninsula. The region covers 744 mi² and is home to nearly 800,000 residents. The County is made up of 20 incorporated cities. The County provides for the health and welfare of all people within its borders and serves as the local government for the unincorporated areas. Innovation thrives here in industries including bioscience, computer software, green technology, hospitality, financial management, health care, education, and transportation. The County prides itself on how that prosperity fosters its commitment to protecting and enhancing the health, safety, welfare, and natural resources of the community.

The San Mateo County Probation Department (the “Department”) is responsible for the supervision of approximately 2,000 adult and juvenile probationers. Probation represents the link between the application of appropriate consequences for illegal and delinquent behavior and the establishment of offenders transitioning to productive, law-abiding lives. This specialized criminal justice role of probation is a successful and cost-effective balance of both enforcement and treatment. Deputy Probation Officers (DPOs) are responsible for monitoring probationers in the community by enforcing court-ordered restrictions and providing access to rehabilitation programs as well as promoting victim safety and restoration.

The Department’s primary purpose of enhancing public safety is achieved in three specialized ways: 1) investigating major elements of crimes/offenses, the impact upon victims, the criminal/offense histories and behavior of adults and juveniles, plus possible sentencing alternatives and providing this information to the Superior Court in the form of accurate and impartial reports and recommendations; 2) monitoring and supervising those placed on probation to ensure that court-ordered “conditions of probation” are obeyed and public safety is maintained; and 3) providing opportunities for probationers to receive treatment, resources, and services that will prevent future criminal/delinquent activities.

The Department protects the public by providing safe, humane, and cost-effective services for adult and juvenile offenders. The Department seeks responses to the Request for Proposals for an electronic monitoring provider for adults in Specialty Court programs (Multiple Driving Under the Influence (DUI) Court, Veterans Treatment Court, and Military Diversion), Pretrial Services, and the Sex Offender unit, as well as juveniles under the supervision of the Juvenile Court. Electronic monitoring has been proven to be an effective alternative to detention for individuals in the criminal justice system.

The Department estimates 60-75 juveniles and 70-85 adults will need electronic monitoring per year, with an average of 10-20 youth and 35-45 adults monitored at any one time. Juveniles are in the program for approximately 3 months, while most adults are monitored for approximately 6 months.

The table below summarizes the Department’s current needs for the following monitoring devices:

1. Radio Frequency (RF),
2. Continuous Alcohol Monitoring (CAM),
3. Remote Breath, and
4. Global Positioning System (GPS).

Please note the needs of each unit and the Department are subject to change.

San Mateo County Probation Unit	Devices	FY 19-20 Average	FY 20-21 Average
Juvenile – Electronic Monitoring Program	RF	40	15
	RF + CAM	8	1
Adult – DUI Court	CAM	39	20
	Remote Breath	1	2
Adult – Veterans Treatment Court	CAM	4	1
Adult – Military Diversion	CAM	1	1
Adult – Sex Offender	GPS	5	1
Adult – Pretrial Services	CAM	N/A	10
	GPS	N/A	1

San Mateo County Probation Department is issuing Request for Proposal (RFP) No. PROB 2022-001 for Electronic Monitoring

The contract shall have an original term of three years. The total amount of funding anticipated for the contract is \$175,000 per year.

B. Schedule

RFP Released	January 25, 2022 10:00 AM PST
Deadline for Questions Submitted to County	February 1, 2022 4:00 PM PST
Release Responses to Questions	February 8, 2022
Proposal Due Date and Time	February 22, 2022 4:00 PM PST
Formal Review of Proposals ⁽¹⁾	March 15-16, 2022
Protest Deadline ⁽¹⁾	March 24, 2022
Contract Negotiations Begin ⁽¹⁾	April 4, 2022
Anticipated Contract Award Date	May 17, 2022

(1) Dates are subject to change

II. Scope of Work

A. Introduction

The Department welcomes proposals from all qualified vendors of electronic monitoring. The vendor will provide an array of equipment options to include at minimum radio frequency (RF), global positioning (GPS), continuous alcohol monitoring (CAM), and Remote Breath options. The vendor will be required to provide access and training to a software program for Probation staff that provides real time data entry and status review.

The vendor 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 unit.

These services reflect San Mateo County's Shared Vision 2025 by ensuring that the County's neighborhoods are safe and provide residents with access to quality healthcare and seamless services.

Responses to this RFP may also be used for future Department services or programs.

Programs served may include the following (subject to change):

1. Electronic Monitoring Program – Juvenile
 - a. The Electronic Monitoring Program (“EMP”) allows the Department to know if a youth is present in their home as ordered by the Court. EMP utilizes electronic ankle transmitters to monitor the youth's exits from and entrances to their home and permits the participation in and practice of interventions. EMP is an innovative program used as an alternative to detention, to facilitate a youth's re-entry into the community after detention, and to enhance supervision of youth in the community.
 - b. Youth are equipped with an ankle transmitter and a monitor is placed in the home, tracking the youth in the home. Youth are detained on EMP for an average of 90 days. While on the EMP, youth are typically allowed to attend school, church, counseling, verified employment, and may also participate in pro-social, extra-curricular school activities or programs deemed appropriate.
2. DUI Court – Adult
 - a. The purpose of DUI Court is to reduce future DUIs among repeat offenders through combined intensive supervision and treatment services.
3. Veterans Treatment Court – Adult
 - a. Veterans Treatment Court works with current or former members of the United States Military that are involved in the criminal justice system. Participants are intensively supervised by Probation, expected to engage in services provided by the Veterans Administration, and are required to appear in court for monthly progress reviews.
4. Military Diversion – Adult
 - a. Military Diversion is a pre-plea diversion program for current or former members of the United States Military charged with misdemeanor crimes. Participants attend court review hearings and work towards successful completion of the program by completing counseling and/or treatment and making full payment of victim restitution when ordered.
5. Pretrial Services – Adult
 - a. DPOs monitor Pretrial defendants who are granted conditional release on supervised own recognizance (S.O.R.) release. Defendants are required maintain contact with Probation

in person, or by telephone. The intensity of monitoring varies and depends on specified court-order conditions and/or the nature of the charges.

6. Sex Offender unit – Adult
 - a. Probationers in the sex offender unit are intensively supervised. This ensures they are in strict compliance with their sex offender registration requirements. DPOs monitor compliance with sex offender treatment when required.

B. Electronic Monitoring – Detailed Scope of Work

1. Equipment Installation and Maintenance

- a. Provider may be required to provide on-site installations of devices. It is preferable that the provider has office(s) near the Maguire Correctional Facility (Redwood City, CA) or the Youth Services Center (San Mateo, CA).
- b. Maintain a sufficient inventory of equipment and supplies to provide for immediate installation as directed by the Courts. 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 should include but is not limited to:
 - i. Active ankle transmitters: Must be Federal Communications Commission (FCC) certified body-attached devices housing the receiver and transmitter into one single unit. Devices should be small and inconspicuous. Transmitters should be attached in such a manner that they cannot be removed, and that efforts to tamper with or remove are obvious. Transmitters must have a notification alarm that provides notification of tampering. All transmitters should be shock-resistant and water-resistant. Transmitters should be able to track indoor and outdoor activities.
 - ii. Continuous alcohol monitoring devices: Must be FCC certified and compatible with transdermal alcohol testing. Devices should be attached in such a manner that they cannot be removed, and that efforts to tamper with or remove are obvious. Devices must have a system wherein an alarm gets activated in the event of tampering. All devices should be shock-resistant and water-resistant. Devices should be able to track indoor and outdoor activities.
- c. Provider 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;
- d. If special tools and/or training are required for equipment removal, these tools will be provided at no charge to the Department;
- e. Provider will equip the DPO and Group Supervisor (GS) with written materials to provide both juvenile and adult clients information on the transmitter devices.

2. Client Monitoring

- a. Provide 24-hour client monitoring of all participants' whereabouts 24 hours a day, seven days a week.
 - i. Provide automated alert notifications via email or text message.
 - ii. Provide the Department with access to a web-based interface to access monitoring.

- b. Provide continuous alcohol monitoring via transdermal monitoring of alcohol consumption 24 hours a day, seven days a week. Regular data downloading schedule shall exist for all participants.
3. File Management
- a. 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):
 - i. Client personal data – includes name, address, telephone numbers, and emergency contacts;
 - ii. Client program data – includes referral orientation checklist, start/end dates, and inclusion and exclusion zones;
 - iii. Program schedules – includes curfew, work, school, meetings, and social services;
 - iv. Violations – includes date, time, and type; and
 - v. DPO of record.
4. Reports
- a. Provide access to a web-based interface for real time data entry and status review.
 - b. If needed, provide requested ad hoc reports in a timely manner. Report types requested may include: program compliance rates, daily violation reports, daily charging reports, location correlation reports, investigative reports, and proximity reports.
5. Meetings and Trainings
- a. Meet with Department staff on an as needed basis to review program status and implementation and for troubleshooting.
 - b. Provide trainings to DPOs and GSs on transmitter installation and removal on an as needed basis.

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work.

III. Submission Requirements

A. Submission Deadline

Proposals must be electronically received by 4:00 PM PST, on February 22, 2022 via Public Purchase (details below).

Allow sufficient time for the upload to complete by the Due Date and Time. Partial uploads will automatically terminate and proposals will be rejected. The Public Purchase submission time will be the official submission time. The County will not be responsible for and shall not accept proposals that are late due to slow internet connections or for any other failure of the Public Purchase system.

NOTE: The County does not maintain the Public Purchase system and is not liable for site failures or technical problems. To resolve technical issues, contact Public Purchase using the chat portal via link below or email Vendor Support at support@thepublicgroup.com :

http://www.publicpurchase.com/gems/help/mainhelp.html?frame1=public/info.html&frame2=public/info_register.html

Late submissions will not be considered.

B. Pre-submission Registration

Organizations or individuals interested in responding to this solicitation must register online with the County of San Mateo at:

<https://www.publicpurchase.com/gems/register/vendor/register>

It is recommended that organizations complete this registration as soon as possible to allow enough time for it to be processed. Each registration is manually reviewed and approved by Public Purchase and this might take time. The County will not be responsible for and shall not accept proposals that are late due to a failure to register in the Public Purchase system.

C. Submission via Public Purchase

1. Submit of Proposals:

a. Required documents

Each of the following documents should be submitted as separate files following the instructions below:

- Proposal
- Minimum Qualifications Checklist

b. Electronic Submissions

Include the proposer name and the RFP title and number in each filename. Submit proposals via the Public Purchase website, allowing sufficient time for the upload to complete by the Due Date and Time. Partial uploads will automatically terminate and proposals will be rejected. The Public Purchase submission time will be the official

submission time. Contact Public Purchase with technical questions regarding the site. The County will not be responsible for and may not accept proposals that are late due to slow internet connections or for any other failure of the Public Purchase system. Late submissions will not be considered.

c. Conflicts between Certain Requirements

Prior to the submission deadlines and solely relating to a determination of the timeliness of questions, comments, and proposal submissions, information displayed on the Public Purchase site will take precedence in the event of a discrepancy between that information and the information within the solicitation documents. For all other discrepancies, the information in the solicitation documents will take precedence.

d. Format

Documents should be created in the following format:

- Text be unjustified (i.e., with a ragged-right margin)
- Pages have margins of at least 1” on all sides (excluding headers and footers)
- If the proposal is lengthy please include a Table of Contents
- PDF format is preferred

2. Errors in Proposals

The County will not be liable for any errors in proposals. Proposals may be rejected as unresponsive if they are late, incomplete, missing pages or information, or cannot be opened for any reason. The County may waive minor irregularities but such waiver will not modify any remaining RFP requirements.

D. Technical Proposal (Maximum of 17 pages)

NOTE: One (1) page of content is measured as 1-sided letter sized page.

Pages that exceed the maximum page limit will not be reviewed or scored.

Firms interested in responding to this RFP must submit the following information, in the order specified below:

1. Introduction and Executive Summary (1 page maximum)

Submit a letter of introduction and executive summary of the proposal. The letter must contain:

- a. Name, title and contact information (email, phone and address) for representative of proposing firm who is responsible for communication related to this RFP
- b. Signature of person authorized to obligate firm to perform the commitment contained in the proposal

Submission of the letter will constitute a representation by firm that you are willing and able to perform the commitments contained in the proposal and have not violated the terms of this RFP.

2. Qualifications and Experience (2 pages maximum)

- a. Provide a statement of qualifications for your organization, a statement of the size of firm, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this RFP.
- b. Describe how the firm meets the minimum qualifications as set forth in Section IV. 1 - Minimum Qualifications of this RFP.

3. Project Approach (7 pages maximum)

- a. Describe how you will fulfill the needs of the County described in this RFP. Attach a project plan, if appropriate.
- b. List your needs for physical space and/or equipment from the County during this engagement, if any, aside from space or equipment that would be provided by the County as an aspect of the requested services.
- c. Identify how you will meet all aspects of the scope of work. List any items that you cannot provide.
- d. Describe the measurements/metrics/deliverables/assessments that you will provide on at least an annual basis to allow the County to assess the services you will provide.
- e. Provide information on other pertinent services, if any, that you will offer to reduce costs or enhance revenue for the County.

4. Cost Analysis and Budget for Primary Services (2 pages maximum)

- a. Provide a detailed explanation for all costs associated with your providing the requested services if you are selected. Include daily rates (with installation and without installation) for the requested equipment rentals and monitoring rates. List costs for damaged and lost equipment.
- b. Is travel time to the County expected to be billable? If so, how will travel time invoices be calculated?
- c. Include start-up costs, if any.

5. Quality/Program Evaluation (1 page maximum)

- a. Describe your organization’s capacity to meet the goals identified in the Vendor Performance Management outlined below.

Theme	Measure	Weight	Description
Performance	On-time Delivery of Services	40%	Staff are available for installation during necessary hours. Inactive equipment is picked-up in a timely manner.
Relationship	Responsiveness	30%	Issues are addressed in a timely manner and addressed with appropriate urgency.
	Communication		Professional and clear communication is utilized.
Financial	Invoicing	20%	Invoices are timely, accurate, and easy to understand.
Leadership	Alignment		Knowledgeable of trends related to electronic monitoring; follow best

		10%	practices as related to electronic monitoring
	Innovation		Provide services with up-to-date technology

6. References (1 page maximum)

- a. List two business references for which you have recently provided similar services (not part of San Mateo County Probation). Include contact names, titles, phone numbers, and e-mail addresses for all references provided.

7. Protocols for Addressing Concerns (1 page maximum)

- a. In the event of a routine problem, who is to be contacted within your organization?
- b. In the event of the identification of a problem by the County, stakeholders, the public, and/or other applicable constituents, describe how you will address such problems and the timeframe for addressing them.

8. Claims, Licensure, Non-Discrimination, and Health Insurance Portability and Accountability Act (HIPAA) Violations Against Your Organization (1 page maximum)

- a. List any current licensure, HIPAA, non-discrimination claims against you/your organization and those having occurred in the past five years, especially any resulting in claims or legal judgments against you.

9. Statement of Compliance with County Contractual Requirements (1 page maximum)

A sample copy of the County’s standard template contract for both Department Head approval (contracts under \$100,000) and Board of Supervisors approval (contracts over \$100,000) is attached to this RFP in Appendix B. Each proposal must include a statement of the proposer’s commitment and ability to comply with each of the terms of the County’s standard template contract, including but not limited to the following:

- 1) Hold Harmless provision
- 2) Liability Insurance requirements
- 3) Non-discrimination policy
- 4) Equal Employment Opportunity requirements
- 5) Equal Benefits Ordinance
- 6) Living Wage Ordinance
- 7) Jury Service Ordinance
- 8) All other provisions of the County’s standard template contract

In addition, the proposer should include a statement that it will agree to have any disputes regarding the contract venued in San Mateo County or Northern District of California.

The proposal must state any objections to any terms in the County’s standard contract template and provide an explanation for the inability to comply with the required term(s). If no objections are stated, the County will assume the proposer is prepared to sign the County standard contract template as is.

Note: The samples of the Standard Contract Template enclosed with this RFP is a template and does not constitute the final agreement to be prepared for the selected service provider. Do not insert any information or attempt to complete the enclosed sample contract templates. Once a provider is selected, the County will work with the selected provider to draft a provider-specific contract using the required template. However, each proposal should address the general terms of the standard contract as requested within this RFP.

IV. Evaluation and Selection Criteria

A. Minimum Qualifications (MQs)

Proposers must meet the following Minimum Qualifications:

1. Proposer shall have at least four (4) years of experience within the last six (6) years immediately preceding the issuance of this RFP in providing electronic monitoring services.
2. Proposer is registered and in good standing with sam.gov/SAM/

Any proposal that does not demonstrate that the proposer meets these minimum requirements by the deadline for submittal of proposals will be considered non-responsive and will not be eligible for award of the contract.

Proposer is defined as the prime firm or joint venture that is proposing on this RFP.

In order for a firm to pass the minimum qualifications and to be considered for contract award the firm shall be in good standing with Federal Government agencies and the State of California. Firms that have been debarred, suspended, proposed for debarment, declared ineligible by Federal or State agencies will not qualify for contract award.

B. Selection Criteria

All proposals received will be evaluated by an RFP Evaluation Committee. During the evaluation process, the County may require a proposer's representative to answer specific questions orally and/or in writing. The County may also require a visit to the proposer's offices, other field visits or observations by County representatives, or demonstrations as part of the overall RFP evaluation. Once a finalist or group of finalists is selected, additional interactions or information may be required. The most qualified individual or firm will be recommended by the RFP Evaluation Committee based on the overall strength of each proposal, and the evaluation is not restricted to considerations of any single factor such as cost.

The County may consider any other criteria it deems relevant, and the Evaluation Committee is free to make any recommendations it deems to be in the best interest of the County. Inaccuracy of any information supplied within a proposal or other errors constitute grounds for rejection of the proposal. However, the County may, in its sole discretion, correct errors or contact a proposer for clarification.

Note that the County reserves the right to evaluate proposals solely based on each provider's written submission. In relation to written materials, evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated or requested by the County. Your proposal must be complete without relying on external websites, sales brochures, marketing materials or white papers.

The County reserves the right to accept proposals other than those with lowest costs.

The Evaluation Committee will recommend a provider or may recommend that the proposals be rejected. The County will then make its own decision as to whether to accept or reject the recommendations from the Evaluation Committee. Ultimate acceptance or rejection of the recommended proposal and execution of a contractual agreement is the independent prerogative of the County, notwithstanding any

recommendations made by the Evaluation Committee. The County reserves the right to negotiate with any provider to finalize an agreement in relation to the proposer's response.

V. Instructions to Proposers

A. Communications

1. As of the issuance date of this RFP and continuing until it is canceled or an award is made, no proposer or person acting on behalf of a prospective proposer may discuss any matter relating to the RFP with any officer, agent, or employee of the County, other than through Public Purchase, to the Authorized Contact Person, or as outlined in the evaluation or protest procedures.
2. Proposers may not agree to pay any consideration to any company or person to influence the award of a Contract by the County, nor engage in behavior that may be reasonably construed by the public as having the effect or intent of influencing the award of a Contract.

The above restriction does not apply to communications with the County regarding business not related to this RFP.

B. Contract Award

Violation of the following prohibitions may result in a proposer being found non-responsible, barred from participating in this or future procurements, and becoming subject to other legal penalties.

1. Award Procedure

Contract negotiations are neither an offer nor an implicit guarantee that a contract will be executed. Award, if made, will be to the responsive, responsible proposer offering the overall best value to the County for the services and goods described in this solicitation, or as applicable, for a specific portion of the services and goods described. Any agreement reached will be memorialized in a formal agreement using the attached Standard Agreement template.

2. Notice of Intent to Award

Once a decision has been made to award a contract to one or more proposers, the County will post a Notice of Intent to Award, notifying the remaining proposers of their non-selection. The posting may be inclusion of the recommendation to award as an agenda item on the Board of Supervisors schedule.

3. Commencement of Performance

After all parties have signed the Agreement, the County will notify the proposer and performance may proceed. Prior to County execution of the Agreement, no County employee may authorize work. Any work performed prior to that time may be uncompensated.

VI. Terms and Conditions for Receipt of Proposals

A. Errors, Omissions and Inquiries regarding the RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the Department, in Public Purchase, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Department promptly after discovery, but in no event later than five working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

Inquiries regarding the RFP should be lodged in Public Purchase.

B. Objections to RFP Terms

Should a proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, not more than ten calendar days after the RFP is issued, provide written notice to the Department setting forth with specific grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

C. Addenda

The County may modify the RFP, prior to the proposal due date, by issuing Addenda, which will be posted on Public Purchase. The proposer shall be responsible for ensuring that its proposal reflects any and all Addenda issued by the County prior to the proposal due date regardless of when the proposal is submitted. Therefore, the County recommends that the proposer consult Public Purchase frequently, including shortly before the proposal due date, to determine if the proposer has downloaded all Addenda.

D. Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for the duration of the contract and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

E. Revision of Proposal

A proposer may revise a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any proposer.

The County may cancel, revise, or reissue this RFP, in whole or in part, for any reason. Revisions will be posted as addenda on <http://www.publicpurchase.com/>. No other revision of this RFP will be valid. Proposers are responsible for ensuring that they have received all addenda from Public Purchase.

F. Errors and Omissions in Proposal

Failure by the Department to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the proposer from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

G. Withdrawal of Proposals

Proposals may be withdrawn, modified, or replaced at any time prior to the Due Date and Time. After that time, whether or not a new RFP is issued for the same subject matter, withdrawal of a proposal may preclude the proposer from participating in the procurement as a proposer or subcontractor, except that an original equipment manufacturer may participate indirectly through a reseller.

H. No Commitment

Neither submission of a proposal nor the County's receipt of proposal materials confers any right to the proposer nor any obligation on the County. This RFP does not commit the County to award a Contract, nor will the County defray any costs incurred in preparing proposals or participating in any presentations or negotiations.

I. Financial Responsibility

The County accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions of the RFP will become the property of the County and may be used by the County in any way deemed appropriate.

J. Estimated Quantity

If the RFP results in an indefinite quantity or a requirements Contract, the goods and services actually requested by the County may be less than the maximum value of the Contract and there is no guarantee, either expressed or implied, as to the actual quantity of goods and services that will be authorized under the Contract.

K. Public Record

1. General

- a. All proposals, protests, and information submitted in response to this solicitation will become the property of the County and will be considered public records. As such, they may be subject to public review.
- b. Any contract arising from this RFP will be a public record.
- c. Submission of any materials in response to this RFP constitutes:
 - Consent to the County's release of such materials under the Public Records Act without notice to the person or entity submitting the materials; and
 - Waiver of all claims against the County and/or its officers, agents, or employees that the County has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal or materials to be inspected; and
 - Agreement to indemnify and hold harmless the County for release of such information under the Public Records Act; and

- Acknowledgement that the County will not assert any privileges that may exist on behalf of the person or entity submitting the materials.

2. Confidential Information

- a. The County is not seeking proprietary information and will not assert any privileges that may exist on behalf of the proposer. Proposers are responsible for asserting any applicable privileges or reasons why a document should not be produced in response to a public record request.
- b. If submitting information protected from disclosure as a trade secret or any other basis, identify each page of such material subject to protection as “CONFIDENTIAL”. If requested material has been designated as confidential, the County will attempt to inform the proposer of the public records request in a timely manner to permit assertion of any applicable privileges.
- c. Failure to seek a court order protecting information from disclosure within ten days of the County’s notice of a request to the proposer will be deemed agreement to disclosure of the information and the proposer agrees to indemnify and hold the County harmless for release of such information.
- d. Requests to treat an entire proposal as confidential will be rejected and deemed agreement to County disclosure of the entire proposal and the proposer agrees to indemnify and hold the County harmless for release of any information requested.
- e. Trade secrets will only be considered confidential if claimed to be a trade secret when submitted to the County, marked as confidential, and compliant with Government Code Section 6254.7.

L. Reservations of Rights by the County

The issuance of this RFP does not constitute an agreement by the County that any contract will actually be entered into by the County. The County expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- Reject any or all proposals;
- Reissue a Request for Proposals;
- Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
- Procure any materials, equipment or services specified in this RFP by any other means; or
- Determine that no project will be pursued.

M. No Waiver

No waiver by the County of any provision of this RFP shall be implied from any failure by the County to recognize or take action on account of any failure by a proposer to observe any provision of this RFP.

N. Cooperative Agreement (Piggyback)

Any contract/s that will result from this competitive solicitation is being conducted as a Cooperative Procurement. The services, terms and conditions of the resulting contract may be used by other organizations as a Cooperative Agreement.

This clause in no way commits any SMC affiliate to procure services from the awarded contractor, nor does it guarantee any additional orders will result. It does allow interested organizations, at their discretion, to make use of this competitive procurement (provided said process satisfies their own procurement guidelines) and contract directly from the awarded contractor. All purchases made by SMC affiliates shall be understood to be transactions between that organization and the awarded contractor; SMC shall not be responsible for any such contracts.

VII. Protest Procedures

A. Protest of Non-Responsiveness Determination

Within five (5) working days of the County's issuance of a notice of non-responsiveness, any firm that has submitted a proposal and believes that the County has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the County on or before the fifth working day following the County's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the County to determine the validity of the protest.

B. Protest of Contract Award

Within five (5) working days of the County's issuance of a notice of intent to award the contract, any firm that has submitted a responsive proposal and believes that the County has incorrectly selected another proposer for award may submit a written notice of protest. Such notice of protest must be received by the County on or before the fifth working day after the County's issuance of the notice of intent to award.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the County to determine the validity of the protest.

C. Delivery of Protests

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the County received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

Christopher Abalos, cabalos@smcgov.org
County Procurement Manager, protests@smcgov.org
Subject: Electronic Monitoring RFP PROB 2022-001

Appendix A – Minimum Qualifications Checklist

Complete this form and attach it to your firm's Proposal

I, **Insert Name**, am a **Insert Title** at **Insert Firm** and am authorized to execute this Certification on its behalf.

Minimum Qualifications

Proposals will be accepted only from firms that meet the following required qualifications:
Please check box if your firm meets these qualifications:

- Proposer has been providing electronic monitoring services for a minimum of four (4) years within the last six (6) years

Required Registration

Please check box to indicate your firm is registered with the System for Award Management (SAM).

Proposer is required to be in good standing with <https://sam.gov/SAM/>

- Registered as

DUNS No. :

I certify that the foregoing information is true and correct as of the date of this Certificate.

Signature: _____

Date:

Appendix B – County’s Standard Contract Template

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND [Contractor name]

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 [Insert contractor legal name here], 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 [Enter information here].

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 [write out amount] (\$Amount). 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 [Month and day] , 20[last 2 digits of start year], through [Month and day] , 20[last 2 digits of end year].

5. Termination

This Agreement may be terminated by Contractor or by the [Title of County Department Head] 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 business days after receipt of such notice to respond and a total of ten 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 4.107 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 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: [insert]
Address: [insert]
Telephone: [insert]
Facsimile: [insert]
Email: [insert]

In the case of Contractor, to:

Name/Title: [insert]
Address: [insert]
Telephone: [insert]
Facsimile: [insert]
Email: [insert]

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.

20. 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.

Exhibit A

Services

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

SAMPLE

Exhibit B

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:

SAMPLE

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:

Name of Contractor(s):

Street Address or P.O. Box:

City, State, Zip Code:

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

Signature:

Title of Authorized Official:

Date:

*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."

[Sample Signature Page – Under \$200,000]

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor:

Contractor Signature

Date

Contractor Name (please print)

For County:

Purchasing Agent Signature
(Department Head or
Authorized Designee)
County of San Mateo

Date

Purchasing Agent Name (please print)
(Department Head or **Authorized** Designee)
County of San Mateo

Purchasing Agent or **Authorized** Designee
Job Title (please print)
County of San Mateo

[Sample Signature Page – Over \$200,000]

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

For Contractor: [SERVICE PROVIDER COMPANY NAME]

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

Questions for RFP Electronic Monitoring

1) Does the County anticipate any growth to this program during the upcoming contract cycle?

It is reasonable to expect some growth during the upcoming contract cycle.

2) What model of equipment is utilized for each of the following?

- a. RF: SCRAM House Arrest
- b. CAM: SCRAM CAM
- c. Remote breath: SCRAM Remote Breath
- d. GPS: LOC8 and SCRAM GPS

3) What are the current daily rates paid for by the County for each of the services?

- a. RF: \$3.95 - \$4.20
- b. CAM: \$5.90 - \$9.30
- c. Remote breath: \$5.50 - \$6.90
- d. GPS: \$4.25 - \$5.90

The amounts above including equipment rental and monitoring services. The amounts range due to installation fees vs. no installation fees, as well as the type of base station (if applicable).

4) Does the County pay for all equipment that is not returned for any reason?

Our current contracts allow for lost or damaged equipment up to 5% of total equipment used. The vendor sends us an invoice annually for additional lost equipment.

5) What is the "no cost" percentage allotted by the current vendor to the County for any lost, stolen, or damaged equipment?

Up to 5% of the total equipment used for the year.

6) Over the last 12 months, how many of each model of equipment has been lost, destroyed, or not returned for any reason?

In 2020, there were 14 CAM devices and 15 wireless base stations lost, destroyed, or not returned.

We do not have complete information for 2021. Based on current data, there was one RF device and one wireless base station lost, destroyed, or not returned.

7) To confirm, the County does not pay the vendor for any equipment on shelf status, correct?

The County will not pay the selected vendor for any equipment on shelf status.

8) If a participant deliberately destroys any of the vendor's monitoring equipment, are they terminated from the program?

In the Adult Division, this is considered a technical violation.

If a youth destroys their equipment, they would be brought in on a warrant and go to court. It would be up to the juvenile court what happens next.

9) What days of the week are installations done by the current provider?

The current provider performs installations 7 days a week for the Adult Division. County staff at the Youth Services Center perform the installations.

a. Are they all done at County facilities? If not, where else are they performed?

The current provider performs installations for the Adult Division at their office in Redwood City. Installations are also conducted by the current provider in the Maguire Correctional Facility in Redwood City.

b. If installations or services calls are done at non-county locations, are County staff present with the vendor's installer?

No.

c. Are adult and juvenile installations handled at the same facility?

No, adult installations are handled in Redwood City and juvenile installations (performed by County staff) are handled at the Youth Services Center in San Mateo.

10) Does the County provide workspace to the current vendor at either of the listed locations?

At the Youth Services Center in San Mateo, the County provides workspace to the current vendor. The County does not provide a workspace in Redwood City to the current vendor as they have an office location nearby.

a. If so, does the space allow for the vendor to store monitoring equipment and supplies at said location?

The County can provide space at the Youth Services Center and the Pretrial Service office in Redwood City for equipment storage.

b. At a county facility, does the vendor pay for any utilities related to the program, i.e., internet access or telephone service to the vendor's work desk/area inside the County facility?

No.

11) Are weekend or after-hours installations required?

The County requires, at a minimum, the vendor to be available for installations during business hours; however, we prefer flexibility for installations on weekends or after-hours.

12) Does the County require 24/7 notifications from the vendor's monitoring center?

The County requires, at a minimum, the vendor to send notifications during business hours.

13) Does the County require the vendor's monitoring center to have direct contact/interaction with the participants regarding any alarm/event activity? If so, is this required 24/7 or during specific hours?

Yes, the County requires the vendor's monitoring center to have contact with the participants regarding alerts. The County expects the vendor will reach out to participants during business hours.

14) Does the County require any notification tools from the vendor, i.e., cellular phones, laptops?

No.

15) Does the County operate any offender pay program as it relates to Transdermal Alcohol Monitoring for DUI /Treatment Courts? Also, does the court/county require the offender to pay any of the costs for their participation in the program? If so, what fees or fines?

Yes, the County currently uses a sliding scale for DUI Court, Veterans Treatment Court, and Military Diversion. Currently, the participants who have been determined to have an ability to pay, pay based on the sliding scale created by the current vendor. The participants with an ability to pay have a one-time service fee as well as the daily cost based on the sliding scale.

16) There are multiple convenience purchasing acquisition vehicles in the offender monitoring industry. Is the County open to utilizing such a vehicle for acquisition of services for this program?

County policy dictates that a competitive process is the preferred method.

17) What is the current contracted daily rate for all equipment by make and model?

Please see the answer to question #2 and #3.

a. Does the daily rate include all monitoring costs? If not, what is the current daily rate for the additional monitoring?

Yes.

b. Is there a price difference between installations that the agency conducts vs. installs/removals handled by the vendor?

Yes, installs/removals handled by the vendor have a higher daily rate.

18) Please specify which days of the week and hours of the day install and retrieval services are to be delivered.

Installs/retrievals are to be delivered, at a minimum, Monday - Friday from 8 am - 5 pm. We prefer flexibility for installations on weekends or after-hours.

19) Please clarify the amount of advance install/retrieval notice that the contractor is provided.

The amount of time may vary. It can be 1-2 hours.

20) Regarding the following: "It is preferable that the provider has office(s) near the Maguire Correctional Facility (Redwood City, CA) or the Youth Services Center (San Mateo, CA)." Would the county consider providing or leasing office space for the awarded vendor?

The County can consider it, depending on space availability.

21) Is the County paying the fees for services rendered or the participants?

The County primarily pays the costs for services rendered. As mentioned in question #15, the DUI Court, Veterans Treatment Court, and Military Diversion programs currently use a sliding scale for participants who are able to pay.

If it's a mix, how does the county determine who pays and who does not?

The current vendor determines the participants' ability to pay for DUI Court, Veterans Treatment Court, and Military Diversion. Pretrial Services clients that have received a risk assessment are eligible for county-pay services.

22) How many devices have been lost, stolen, or damaged within the past 12 months by type?

Please see the answer to question #6.

23) At how many locations will training be delivered? How many officers/staff need to be trained?

Training may be delivered at two locations – the Youth Services Center in San Mateo and the Adult Division Office in Redwood City. Approximately 25 - 30 staff will be trained.

24) How many times has the incumbent contractor provided an affidavit or expert witness testimony for prosecution of violations in court proceedings during the current contract term?

During the current contract term, the vendors have not provided an affidavit or expert witness testimony for prosecution of violations in court proceedings.

25) Responses to vendor questions greatly affect each proposer's ability to develop custom solutions and cost effective pricing. Will the County please extend the proposal deadline to ten (10) business days after publishing answers to allow vendors adequate time to draft their response? That will enable vendors the opportunity to submit clear proposals that fully address the needs of your program.

Please submit the RFP by Tuesday, February 22, 2022 at 4:00 PM PST.

26) We have found that sometimes, perhaps because proposers do not ask a question clearly enough, the County's answers are unclear.

Upon release of the County's initial answers to questions, will proposers be permitted to ask additional clarification questions if they do not fully understand the initial answers?

We will endeavor to answer all questions with as much detail as possible. However, the Q&A window will not be extended beyond the deadline.

27) Are you interested in additional and/or alternative electronic monitoring technologies and products? If yes, may we offer these as "optional products and services" with associated pricing on a separate Pricing Sheet?

The County may consider alternative methods of electronic monitoring.

28) Will the County please add Limitation of Liability language to the contract? Limitation of Liability: To the maximum extent permitted by applicable law, in no event will Contractor be liable for any indirect, incidental, special, consequential or punitive damages, or damages for loss of profits, revenue, business, savings, or data incurred by County or any third-party, whether in contract or tort, even if Contractor has been advised of the possibility of such damages or if such damages are foreseeable. To the maximum extent permitted by applicable law, in no event will Contractor's cumulative maximum liability under this Contract exceed the amounts actually paid by County to Contractor under this Contract in the one year preceding the claim. The County acknowledges that the limitations of liability in this Contract and the allocation of risk herein are an essential element of the bargain between the Parties, without which Contractor would not have entered into this Contract. Contractor's pricing reflects this allocation of risk and the limitation of liability specified herein. Contractor

neither assumes, nor authorizes any other person to assume for it, any other liability in connection with the products, including liability arising out of the delivery or use of the products.

This language is from the County's standard contract template, any suggested changes will be subject to County Counsel's review, during contract negotiations

29) Will the County please provide the average number of shelf units provided by the current vendors at no charge?

Most of the shelved units are stored in the vendor's office. At the Youth Services Center and the Pretrial Services office in Redwood City, there is an average of 3 - 4 shelf units provided by the current vendor at no charge.

30) It appears the County currently has more than one vendor for electronic monitoring products. Is it the County's goal to find one provider for all electronic monitoring services through this RFP?

This is dependent on the type of responses received.

31) Regarding the Cooperative Agreement section, is this limited to California government agencies?

No, any organization that is interested in the contract may use the contract award.

32) Regarding the Hold Harmless section, will the County please limit indemnification to third-party claims? This is normal practice in the electronic monitoring industry.

This language is from the County's standard contract template. Any suggested changes will be subject to County Counsel's review during contract negotiations

33) Will the County provide a list of vendors submitting questions for RFP No. PROB 2022-001?

Materials related to this RFP will be posted on <https://probation.smcgov.org/> after a contract is awarded.

34) In the RFP, the County notes that the Adult DUI Court is currently using Remote Breath Alcohol devices, however the Scope of Work does not include required specifications. Does the scope of this RFP include Remote Breath Alcohol devices? If yes, are there any minimum requirements associated with this technology?

Yes, the scope includes Remote Breath devices. There are no minimum requirements. This RFP is seeking proposals for industry-standard Remote Breath devices.

35) Reference RFP Section Scope of Work, Introduction on page 4: "Responses to this RFP may also be used for future Department services or programs."

a. Will the County award a contract to multiple vendors if responses used are for future services or programs?

This is dependent on the type of responses received.

36) Reference RFP Section Scope of Work, Introduction on page 4: "Youth are equipped with an ankle transmitter and a monitor is placed in the home, tracking the youth in the home."

a. For RF devices that are paired to a base station that incorporates GPS, will the County consider allowing clients to take the base station home to install the device without the assistance of County or vendor personnel?

Yes. When an adult or youth is sent home with an ankle transmitter, they may be provided a base station and instructed to plug it in in a central location within their home.

37) Reference RFP Section Scope of Work, Electronic Monitoring - Detailed Scope of Work on page 5: "Provider may be required to provide on-site installations of devices. It is preferable that the provider has office(s) near the Maguire Correctional Facility (Redwood City, CA) or the Youth Services Center (San Mateo, CA)."

a. Does the County anticipate the vendor will provide all on-site installations?

For DUI Court, Veterans Treatment Court, and Military Diversion, we expect the vendor to continue providing installs. The County plans to transition the installations for the Pretrial program to County staff.

i. Does the County require a dedicated Installation Technician that only services San Mateo County?

No.

(1) Alternatively, will the County accept vendor personnel that service other California agencies to perform installations as needed?

This will have to be discussed in negotiations.

ii. Will County personnel install equipment in the event vendor personnel are unable to?

This depends on the program.

b. If vendors do not have an office near the Maguire Correctional Facility or the Youth Services Center, will the County provide office space for vendors to perform installations?

The County can consider it, depending on space availability.

38) Reference RFP Section Scope of Work, Electronic Monitoring - Detailed Scope of Work on page 5: "The Department will not be responsible for costs for inactive days of shelved units"

a. Please confirm the County will not pay for inactive units.

Confirmed.

b. Is the County requiring an unlimited spares allowance for all equipment?

The County is not requiring unlimited spares allowance; however, the requirement is to have sufficient equipment on hand.

c. Is the County requiring any lost/damaged equipment allowance during length of contract?

The County requires an allowance for lost or damaged equipment up to 5% of total equipment used.

i. Please provide the number of lost or damaged devices in the last year, by equipment type.

Please see question #6.

39) Reference RFP Section Scope of Work, Electronic Monitoring - Detailed Scope of Work on page 5: "Provide automated alert notifications via email or text message."

a. Please provide a list of alerts that require text message notification.

Notifications are currently sent via email. Alerts include (but are not limited to): alcohol consumptions, tampers, removal of device, failing to test (Remote Breath).

b. How many alerts have been forwarded via text message during the current contract?

This number is not readily available.

40) Reference RFP Section Scope of Work, Electronic Monitoring - Detailed Scope of Work on page 6: "Client program data - includes referral orientation checklist"

a. Will the County please provide a copy of the orientation checklist?

The orientation checklist would be provided by the vendor.

41) Reference RFP Section Submission Requirements, Technical Proposal on page 8: page limit requirements.

a. Please confirm that the cover page and table of contents do not count toward the 17 page limit. The table of contents do not count toward the 17 page limit. The introduction/executive summary (1 page maximum) will count toward the 17 page limit.

b. Please confirm that the project plan can be included as an attachment and that those pages will not count toward the 17 page limit. The Project Approach (a maximum of 7 pages) will be counted toward the 17 page limit.

42) Reference RFP Section Submission Requirements, Technical Proposal on page 9: "Staff are available for installation during necessary hours. Inactive equipment is picked-up in a timely manner."

a. What are the "necessary hours" that staff are expected to install devices?

Please see question #18.

i. What days of the week are required?

Please see question #18.

ii. For installations, how much notice is given to vendors?

Please see question #19.

43) Is the County interested in receiving information on electronic monitoring solutions which are not listed within the RFP? There are many new, innovative technologies not specified by the Scope of Work which may assist the Department's EM programs?

a. If vendors are permitted to provide information for optional technologies, please confirm this will not count towards page limitations and may be included as an attachment.

The County may consider alternative methods of electronic monitoring. Please include this information as part of your answer under Project Approach #3e (see RFP page #9).



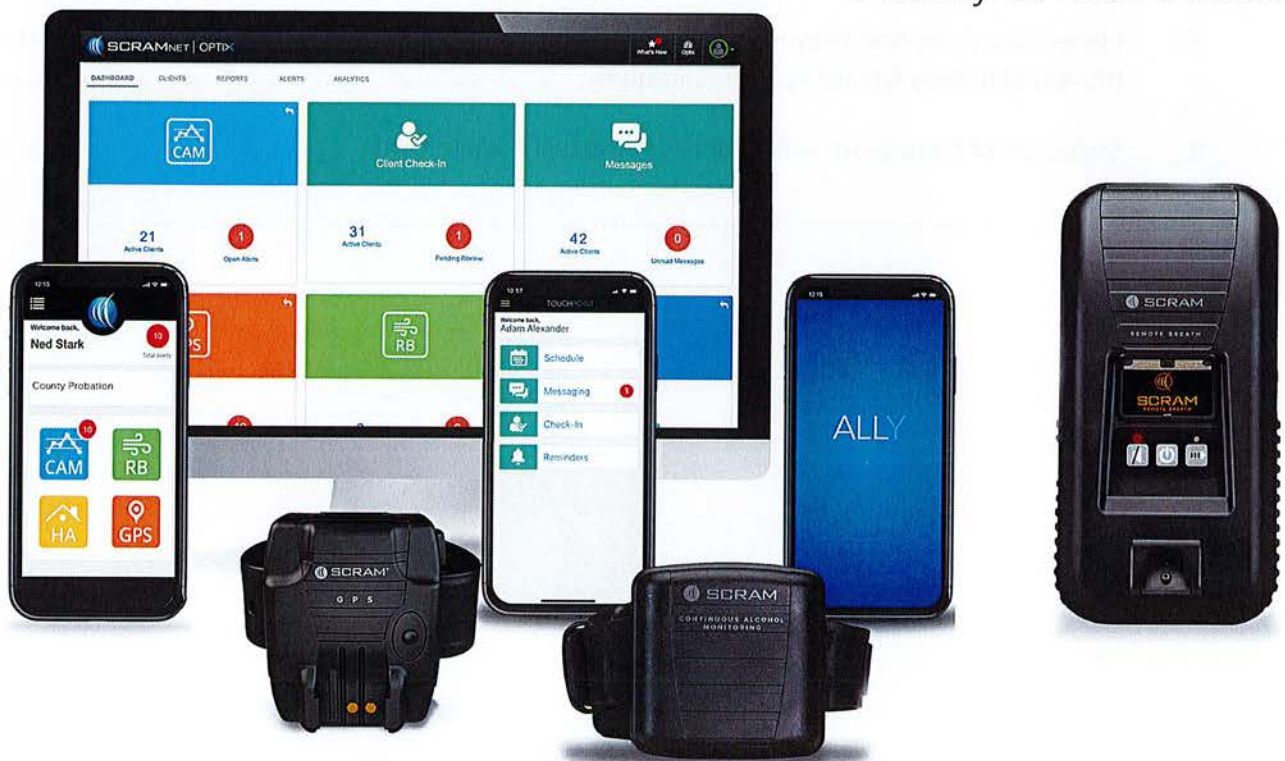
County of San Mateo
Tabulation Report RFP #PROB 2022-001 - Electronic
Monitoring
Vendor: SCRAM of California, Inc

General Comments:

General Attachments: Appendix A RFP Electronic Monitoring PROB 2022-001.pdf
RFP Electronic Monitoring PROB 2022-001 SCRAM of California.pdf

RFP No. PROB 2022-001 Request for Proposal (RFP) for Electronic Monitoring

Probation Department
County of San Mateo



Prepared by:
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1. INTRODUCTION AND EXECUTIVE SUMMARY

SCRAM of California, Inc. is pleased to provide this response to *Request for Proposal No. PROB 2022-001, Electronic Monitoring Program*, and we appreciate the opportunity to continue and build on our partnership with San Mateo County Probation.

Over the past five years, SCRAM of California has partnered with the County in support of your efforts to improve community safety through the use of Electronic Monitoring and a focus on client rehabilitation and accountability. That partnership began with one SCRAM of California staff member in a small office next to the Superior Courthouse in Redwood City. Five years, 1,181 program participants, and 155,026 Sober Days later, our team has built a customized program model designed to meet the needs of the Probation Department, the County, and the community. Both our staff and our office space have expanded as the needs of the County have expanded.

We are proposing the continued utilization of the **SCRAM Systems suite of fully integrated electronic monitoring products, all powered by SCRAM Optix™**. This menu of options includes **SCRAM GPS®**, **SCRAM Continuous Alcohol Monitoring®**, **SCRAM Remote Breath®**, and **SCRAM House Arrest®**. We also are making the newest, innovative options within the SCRAM Systems suite available to San Mateo County, including **SCRAM Ally®**, our victim notification app that pairs with SCRAM GPS; and **SCRAM TouchPoint®**, a client-facing electronic monitoring mobile app that can enhance client supervision and communication, or serve as a standalone monitoring and engagement tool.

THE SCRAM OF CALIFORNIA DIFFERENCE

- ✓ Largest SCRAM Systems provider in the Western U.S.
- ✓ 3,300 clients monitored daily
- ✓ 23 office locations
- ✓ 46 county contracts
- ✓ 56,071 clients monitored to-date

Our Focus

SCRAM of California operates from a Public Safety-First culture, with a laser focus on delivering swift and certain monitoring using the best monitoring technologies and unparalleled operational quality. And we take great pride in providing responsive service to both our customers and our clients. Today, SCRAM of California is the largest SCRAM Systems provider in the Western U.S. In California alone, our headquarters state, we now monitor more than 2,500 clients per day throughout 32 counties.

Our Team

We also have built an exceptional team of corrections industry professionals, most of whom have advanced degrees and bring experience in probation, program management, adult and juvenile programming, and criminal justice administration to the table. The team that supports and manages the San Mateo County program has a combined 40 years of experience servicing government agencies with electronic monitoring programs.

We believe that our experience with the requirements of San Mateo County, our uniquely qualified and experienced team, and our ability to deliver the most reliable and cost-effective monitoring technologies, positions SCRAM of California as the ideal provider for this program. We are pleased to provide this proposal and the opportunity to expand our existing San Mateo County programming.

Sincerely,

Danny Prokosch, Vice President Business Development / Authorized Agent

SCRAM of California, Inc.

555 W. Beech Street, #400, San Diego, CA 92101

Phone (925) 597-0340 | dprokosch@scramca.com



2. QUALIFICATIONS AND EXPERIENCE

- a. Provide a statement of qualifications for your organization, a statement of the size of firm, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this RFP.

In 2007, SCRAM of California, Inc. was founded with the mission of utilizing best-in-industry monitoring and substance abuse testing technologies and delivering them via best-practice models for customer service, client service, and community safety, to programs throughout the State of California. Our team was comprised of industry professionals from multiple areas of the criminal justice system and decades of experience working with OEMs, probation, parole, and treatment programs.

Today, we employ 60 team members throughout the Western U.S., with programs throughout California, Nevada, Arizona, Idaho, and Hawaii. We serve an average of 3,300 clients each day through 46 county contracts and 23 office locations, supporting a wide variety of pretrial, re-entry, probation, juvenile, treatment court, and substance abuse programs. Our menu of monitoring options includes a comprehensive selection of the best available location, alcohol, and drug monitoring systems, with choices designed to ensure our customers have a continuum of supervision choices for the full range of client risk and need levels. To-date, we've monitored over 56,071 transdermal alcohol, remote breath, house arrest, and GPS clients.

Our San Mateo Experience

In 2017, using our then decade of experience managing and supporting DUI and alcohol supervision programs, SCRAM of California began our partnership with San Mateo County Probation, providing full-service Continuous Alcohol Monitoring for the newly created DUI Treatment Court. As the success of this program and our partnership with the County grew, our team had the opportunity to expand our services to include monitoring support for Pretrial Services, the Adult Probation Bridges Program, and the Juvenile Probation House Arrest program. In 2019, we again expanded our services for the County by participating in the Judicial Counsel's Pretrial Pilot programming.

SCRAM OF CALIFORNIA AND SAN MATEO COUNTY

- ✓ 5 Year Partnership
- ✓ 5 Experienced Team Members
- ✓ 1,181 Program Participants
- ✓ 155,026 Sober Days
- ✓ 98.8% Sober Days Rate

Our Transdermal Alcohol Monitoring program specifically has achieved 98.8% Sober Days, which means that each and every day, 98.8% of San Mateo County clients are completely sober and compliant.

Testing and Monitoring Offerings

We are the only provider in the Western region, with the ability to provide all SCRAM Systems technologies to San Mateo County. Our offerings include:

SCRAM Continuous Alcohol Monitoring® (SCRAM CAM®)—The world's most widely used and the gold standard in alcohol monitoring technology, this automated, 24/7 transdermal system continuously monitors for alcohol consumption without any client participation.

SCRAM GPS®—A one-piece GPS that provides superior tracking and reporting using SCRAM GPS Analytics.™ The unique, patented strap design virtually eliminates false alerts.



SCRAM Ally®—A victim notification mobile app that provides a way to inform a victim or protected party when a SCRAM GPS offender is in proximity.

SCRAM House Arrest®—A standalone RF/House Arrest system designed to work with any available communications system: standard telephone, cellular service, Ethernet, or WiFi.

SCRAM CAM + House Arrest—Our SCRAM CAM system allows you to increase or decrease supervision intensity by adding optional RF/House Arrest supervision to the alcohol testing protocol, through the same bracelet, with just the click of a button in the software.

SCRAM Remote Breath®—The most durable mobile, point-in-time breath testing device on the market, with Automated Facial Intelligence™, a government-grade facial verification software that increases accuracy and reduces the need to manually match photos by up to 95%.

SCRAM TouchPoint®—Our client-facing mobile check-in app, TouchPoint is used as a supplement to electronic monitoring or standalone as a no-touch client supervision tool.

SCRAM Optix™—The SCRAM Systems Suite is powered by SCRAM Optix, an elegant, user-friendly software system that fully integrates the data and client monitoring for every client, on every SCRAM monitoring technology, into this single, cloud-based platform. Fully mobile responsive, Optix gives you access to information for every offender, on every technology in your program—right at your fingertips, right when you need it.

We also offer:

24/7 Transdermal Drug Patch—This is an effective, low-cost, low-touch drugs of abuse testing system that is continuous (no testing windows) and tests for both the metabolite and the parent drug.

Full Case Management Services—SCRAM of California has more than a decade of experience providing case management services implemented by educated and experience staff. We have the ability to customize programs and services to meet the needs of courts and agencies.

- b. *Describe how the firm meets the minimum qualifications as set forth in Section IV. A Minimum Qualifications for this RFP.*

SCRAM of California meets and exceeds the minimum requirements set forth in *Section IV. A Minimum Qualifications*. We've been providing multi-product, full-service location and substance use monitoring solutions throughout the region since 2014 and have specialized in providing Continuous Alcohol Monitoring programs since 2007. SCRAM of California is registered and in good standing with sam.gov/SAM, as well as all Federal Government agencies and the State of California. SCRAM of California has not been debarred, suspended, proposed for debarment, or declared ineligible by Federal or State agencies.



3. PROJECT APPROACH

- a. *Describe how you will fulfill the needs of the County described in this RFP. Attach a project plan, if appropriate.* SCRAM of California is an established partner in San Mateo County, with locally-based staff and a local, recently expanded, full-service office in Redwood City. Our team currently works with multiple courts and agencies in the County, providing full-service electronic and alcohol monitoring services as well as case management and court testimony, under contract number 32000-18-D006. Below is SCRAM of California's Project Plan for the transition, implementation, and ongoing support of this program:

San Mateo Probation Department Electronic Monitoring Program Project Plan

Contract Renewal Meetings

While SCRAM of California has regular meetings with probation leadership, we will utilize the beginning of the new contract term to formally review all policies and procedures, determine the need for any changes, and do a housekeeping review of all day-to-day services we provide for the program. This review will include an evaluation of:

- Enrollment and documentation processes
- Reporting processes, schedules, and structure
- Referrals processes
- Scheduling requirements
- Any other operational trainings and logistics as required

Our San Mateo team will also host a Lunch & Learn program to provide any refresher training on both equipment and software, answer questions, and ensure optimal utilization of our products and services.

Client Management

SCRAM of California enjoys an impeccable reputation for both customer service and client management, including extensive experience working with juvenile clients. Our strong staffing in San Mateo County will allow for optimum scheduling and support for participants as well as the County in all programs. Our team can service clients from our convenient Redwood City location, or on-site at a County location as required.

For clients, SCRAM of California knows that clearly communicated expectations are a significant element of any successful electronic monitoring program. Our Enrollment and Orientation processes are the opportunity to provide the client with the expectations and standards they will need to meet to successfully complete their monitoring program. We believe our detailed enrollment processes contribute to our higher compliance rates.

Our SCRAM of California Participant Orientation follows a detailed, step by step protocol designed to ensure that every participant and, in the case of juveniles, their parent(s) or guardian(s), have very clear expectations of their specific technology, the company, and the requirements of their monitoring. Product and program information is provided in written, audio, and video form, and our checklist ensures there are multiple opportunities for clients to ask questions. All materials are available in both English and Spanish and are appropriate for adult and juvenile clients. The information provided covers details regarding the equipment, any restrictions, charging requirements, and any relevant safeguards for proper use. Clients (and when applicable, their parent(s) or guardian(s)) must add their initials and signature to several specific rules outlined in the Orientation Checklist, and they are encouraged to ask clarifying questions. Participants leave with copies of every reviewed and signed document, as well as clear contact information so they



know how to contact their case manager and customer support 24/7/365 in case of questions or concerns. These documents are customized based on the specifics of each technology, each contract, and the preferences of the County. All materials designed for clients are provided to the DPO and Group Supervisor in order to provide to both juvenile and adult clients.

In addition, SCRAM of California employs several team members, including staff in our San Mateo office, who are bilingual in various languages. And all of our materials, including our SCRAM of California Participation Agreement, have been translated in to Spanish. If a client is unable to communicate in the languages for which we have employees, we allow a designated family member of the client to translate into their native language, or we provide a certified interpreter, to include American Sign Language.

Alerts and Reporting

All data is available 24/7/365, from any Internet-enabled computer, tablet, or smart phone, via SCRAM Optix, our secure, cloud-based system that stores all monitoring data and generates all alerts and reports. Information stored and available 24/7 through Optix includes: all client personal data; program data such as start and end dates for monitoring; forms; court documentation; 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.

Alert notification can be completely customized by County, department, agent, or client. Notifications can be automated to send via email or text.

Reporting options via SCRAM Optix are robust and completely customizable. Officers can view data by individual client, by agent, or for the entire program, and can customize the reports to be for a specified time period. Reporting will show trends in compliance and will compare program data to national averages on data points such as compliance rates and average days monitored per client. In addition, County personnel have 24/7 access to all data and reporting options. ***Please see Exhibit A for sample SCRAM Optix Program Reports.***

Equipment and Inventory Management

Technology constantly progresses, and as a forward-thinking company, we are always aware of future advances in the field. SCRAM of California has selected our vendors specifically to ensure our equipment is the best quality as well as the most advanced solutions available. As the only SCRAM Authorized Service Provider in California with all SCRAM Systems technologies, we enjoy a strong relationship with the manufacturer that puts us on the leading edge of the newest generation of hardware and software releases. All new releases are thoroughly tested and approved by our customers prior to implementation, and they will be provided at no cost to the County.

For Inventory Management, SCRAM of California owns more than 8,700 pieces of SCRAM Systems equipment that is used throughout our company. SCRAM of California ensures extra inventory, in addition to any required allotment, is available in our San Mateo office. Our pricing in this proposal is inclusive of all consumables and there is no cost to the County for shelf allowance. This will ensure a top level of service and responsiveness, which is essential to public safety.

Quality Control and Assurance

Unique to SCRAM of California is our dedicated Director of Quality Control and Assurance. The primary purpose of this position is to engage with both our SCRAM of California account teams and County staff to ensure our staff are properly trained, that our customers are up to date on training, and that our service meets and exceeds both contract requirements and the expectations of County personnel.

Ongoing Evaluations and Training

SCRAM of California will automatically provide San Mateo County with weekly reports of all active participants (including violations) and can provide broader program reporting on a monthly, quarterly, or annual basis, or as



requested by each program. In addition, our dedicated Director of Quality Control and Assurance will work proactively to ensure we meet and exceed all program expectations and requirements. Training is also available at any time, from refresher training to new officer training, and includes curriculum for both the equipment and the software. Training can be done online/remotely or in-person at the convenience of County staff.

- b. *List your needs for physical space and/or equipment at the County during this engagement, if any, aside from space or equipment that would be provided by the County as an aspect of the requested services.*

Since 2017, SCRAM of California's San Mateo County program has operated from a local office near the San Mateo County Courthouse in downtown Redwood City. In 2020, we expanded to a larger location in order to better serve the growing San Mateo County program, ensuring more privacy for clients and the ability to safely serve multiple participants at one time. Our current location will be able to perform all of the necessary services required for this contract. Should the County prefer that we provide services from a workspace at the Juvenile or Pretrial Probation Department, SCRAM of California can perform all duties from those locations, as well.

- c. *Identify how you will meet all other aspects of the scope of work. List any items that you cannot provide.*

There are no items required in this RFP that SCRAM of California cannot provide. The summary of how we will meet all other aspects of the scope of work follows.

SCRAM of California has experience with a wide variety of programs and participants, and our technology and service offerings are broad in order to ensure agencies have access to the right level of supervision, right when they need it. SCRAM of California is pleased to offer the following **SCRAM Systems suite** of monitoring technologies to support all San Mateo programs.

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.

The device is FCC-certified and one of the smaller devices on the market today. Key features include:

- Unified platform with mobile app
- Superior accuracy
- 2+ days of battery life
- GPS Analytics to simplify large amounts of data
- On-demand Pursuit Mode
- Robust tamper detection
- Superior Monitoring Software
- Unparalleled mapping capabilities
- Secondary location technology
- An optional RF Beacon to assist in impaired environments
- 30-second tool-free installation

In an industry with a lot of similar GPS tracking devices, SCRAM GPS distinguishes itself by providing functionality designed to decrease workload while also improving supervision and reporting.

Highlights include:

Alert Reduction. SCRAM GPS has a unique, patented strap design that virtually eliminates false open strap alerts. No need for pre-determined wait periods, which minimizes community and agency risk and reduces workloads.

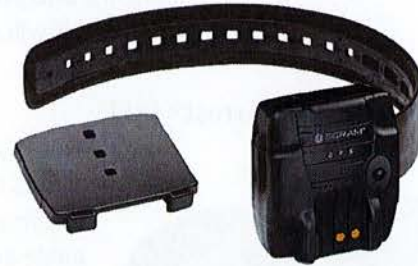


Extended Battery Life. SCRAM GPS enjoys an extended battery life of 40+ hours—and that’s at an aggressive 1 x 10 Active Rate Plan. This feature reduces low battery alert generation and management by upwards of 50%.

Superior Accuracy. During side-by-side tests with competitive devices, SCRAM GPS continually equals or outperforms each time. SCRAM Systems designed the SCRAM GPS device to function in line with the U.S. government GPS Performance Standard of 95% confidence level, which means that under ideal circumstances, SCRAM GPS demonstrates high-quality GPS accuracy to within three meters.

Optional Beacon. SCRAM GPS uses cell tower triangulation through the AT&T (GSM) or Verizon (CDMA) networks, or M2M location-based services (LBS) to locate clients in GPS-impaired environments and places in which GPS alone does not work. In addition, 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 to 70+ hours.

Robust Tamper and Removal Detection. If the patented strap is cut or the backplate (which locks the strap into place) is removed, the SCRAM GPS device sends an immediate strap tamper alert notification. The backplate is one of the most robust tamper features in the industry. Participants often attempt to remove a strap undetected by releasing “locking pins,” which can be difficult to visually verify. SCRAM GPS’s unique design requires a participant to break the entire backplate in order to remove a strap. During inspection, physical damage to the backplate is clearly evident because the design prohibits participants from reattaching the backplate once broken.



SCRAM GPS Analytics™. SCRAM GPS includes a superior tracking and reporting software designed to help officers spend less time sorting through data. SCRAM’s software tools transform up to a month of GPS data points in to easy-to-view information with the click of a button. Officers can view up to 30 days of GPS tracking data at once and see where an offender stopped, for how long, and how often. What previously took hours or days can now be done in seconds. Additional GPS Analytics features:

- Playback offender travel patterns.
- Identify participant stop/location patterns outside of pre-defined inclusion/exclusion zones within seconds. Zoom down using Google Maps to see exactly where the client was and for how long.
- Create inclusion and exclusion zones based on travel observations indicated in the software.
- Locate two or more offenders within proximity of the same place, at the same time, or at the same place at different times (such as a “dead drop” scenario).

On-Demand Pursuit Mode: While the location of a client can be pinged at any time via the software in order to determine their whereabouts, SCRAM GPS also offers automated, near real-time tracking with the ability to access GPS points multiple times per minute in a 15 second acquisition by 15 second transmission rate plan. Pursuit Mode is specifically helpful when attempting to apprehend or quickly locate a client in motion. This rapid tracking and calling feature can be activated with a single click of a button in the software and automatically continues for 15 minutes or until the officer cancels the process.

Please see Exhibit B for additional SCRAM GPS information and SCRAM GPS Analytics sample reports.



SCRAM Ally®



SCRAM GPS can be paired with SCRAM Ally, our victim notification mobile application. SCRAM Ally provides a way to inform a victim or protected party when an offender is in proximity, has entered a location that the victim deems important (e.g., home or work), is no longer being monitored, or tampers with the device. This is done using a floating zone around the victim’s phone or designated zone. The system automatically notifies the victim and/or supervising authority if there is a violation. SCRAM Ally:

- **Includes a “panic button”** that provides immediate contact to emergency services if pressed.
- **Is easily installed on the victim’s personal phone**—no separate device needed that can be forgotten, lost, or needs charged.
- **Is secure and private**—only correlating location information to the designated offender. It will not permanently store any victim location tracking information.

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. The system includes:

- A reliable strap with virtually no false tamperers.
- An LCD screen on the base station for client communication.
- A one-year field replaceable bracelet battery.

Please see Exhibit C for additional information on SCRAM House Arrest.

SCRAM Continuous Alcohol Monitoring® (SCRAM CAM®)



This technology revolutionized the way corrections agencies manage, monitor, and treat alcohol-involved clients. SCRAM CAM is the world’s first, most advanced, and only court-validated transdermal alcohol monitoring technology available today.

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 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 SCRAM 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 is the **only** transdermal alcohol testing system on the market today that is:

- Single-source admissible. No secondary test is required to prove there was a violation.
- Independently tested, peer-reviewed, and court-validated.
- Upheld in courts in every state where it's in use and has met the Frye, Daubert, Kelly-Frye, and FRE 702/703 standards of admissibility.

To-date, SCRAM CAM has monitored nearly 863,000 alcohol-involved clients. **And each and every day in San Mateo County, 99.8% of all CAM clients are completely sober and compliant.** That's higher than the national average. No drinking, no drinking and re-offending. *See Exhibit D for additional SCRAM CAM information and a sample noncompliance report.*

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 with the click of a button in SCRAM Optix. This enhanced functionality allows supervising agents to increase monitoring intensity as needed and monitor compliance with curfew and schedule restrictions while continuously monitoring for alcohol.

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.

Optix offers dependable client management that includes a convenient and versatile dashboard. County personnel can do any of the following through SCRAM Optix:

- View information about the client, including—but not limited to—personal information, current EM data, historical EM data, violation statuses, notification settings, and reports
- Enroll/edit/remove participants without calling the monitoring center
- Create, edit, delete, and apply monitoring parameters (such as daily/weekly schedules) for individuals or groups of participants
- Create and manage GPS zones



- Determine which violations/events must trigger notifications and by what means the notifications must be sent to County personnel
- Set up notifications to be sent to County personnel
- Enter information to initiate multiple alert notifications (e.g., officers, law enforcement) for specified key events or non-compliance with monitoring parameters

d. *Describe the measurements/metrics/deliverables/assessments that you will provide on at least an annual basis to allow the County to assess the services you will provide.*

Because SCRAM of California utilizes the full suite of SCRAM Systems technologies, all data and reporting for every technology is integrated into SCRAM Optix. Optix includes a robust, customizable reporting module that can provide a wide range of reports by client, by agent, by court, or for the entire program. SCRAM of California welcomes the opportunity to provide regular, custom reporting on Key Performance Indicators (KPIs). Reports can be customized and run by the SCRAM of California account team or easily generated through the Optix software. Optix reports can be viewed online, printed, saved, emailed, or downloaded as PDFs, Excel files, or Word documents, 24/7.

At a minimum, SCRAM of California meets annually with probation management and provides annual program compliance reporting, along with a yearly summary report. The standard compliance reports show the number of participants, the number of participants who have completed their monitoring, monitored days, the average daily compliance rate, the average number of days monitored per client, and will compare those numbers to national averages. You can compare compliance trends month to month, year to year, or for any time duration you need to better understand program performance. And all reporting is completely customizable to ensure management has the right information, exactly how they need it.

Please see Exhibit E for the most recent SCRAM Optix Program Report for San Mateo County Probation.

e. *Provide information on any other pertinent services, if any, that you will offer that will reduce costs or enhance revenue for the County.*

SCRAM of California provides additional technologies and services outside the scope of this bid that are all designed to reduce workload and costs while ensuring public safety and program success. Additional information on these solutions is available in the Exhibits. These additional offerings include:

- **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.
- **SCRAM TouchPoint®**—A client-facing mobile application that enables you to more effectively manage pretrial, probation, and parole clients. With secure and stored messaging, configurable mobile phone check-ins, automated reminders, and document management, SCRAM TouchPoint streamlines the most common interactions with clients. It integrates seamlessly with existing SCRAM electronic monitoring caseloads or can be used as a standalone tool for community supervision. Clients can download the app through both iOS and Android stores.
- **PharmChek® 24/7 Transdermal Drug Patch**—A reliable and cost-effective drug testing solution that reduces supervision, reduces costs, and greatly increases testing accuracy. FDA-approved and court-validated, PharmChek provides continuous testing while worn, meaning no need to manage and test around varying testing windows. The patch is noninvasive and requires no supervised, gender-matched testing. Available in both a standard five-panel and expanded nine-panel patch, PharmChek tests for both the parent drug *and* the metabolite.

Please see Exhibit F for more detailed information on these additional monitoring solutions.



4. COST ANALYSIS AND BUDGET FOR PRIMARY SERVICES

- a. *Provide a detailed explanation for all costs associated with your providing of the requested services if you are selected. Include daily rates (with installation and without installation) for the requested equipment rentals and monitoring rates. List costs for damaged and lost equipment.*

The electronic monitoring industry is constantly evolving. Every year there are new products that are introduced that attempt to offer the same features and functions at lower costs. At SCRAM of California, we enjoy relationships with a number of equipment manufacturers, and we are on the leading edge of the industry, actively testing new monitoring systems in R&D and as they are released to the market, to ensure we are offering the best options for our customers.

Quality, Value

Our full-service, all-inclusive pricing proposal reflects quality, reliability, and experience of our technologies and our program team, balanced with the best value for the County. Our pricing is inclusive of:

- ✓ Our established offices near the courthouse in Redwood City, which are designed to ensure we can safely and privately accommodate multiple San Mateo County clients simultaneously
- ✓ Availability of our team members for afterhours installations as needed
- ✓ Best-available monitoring solutions that are ideally suited for the program requirements
- ✓ The costs for all installations, removals, and equipment maintenance
- ✓ All inventory management
- ✓ Swift and certain notifications
- ✓ Comprehensive automated, customized, and on-demand reporting
- ✓ Full case management
- ✓ Court support and testimony
- ✓ Ongoing staff training
- ✓ 24/7/365 access to our team for both clients and the County in order to meet any and all program needs
- ✓ All consumables, shipping, and shelf allowance

Pricing for lost or damaged equipment is listed at the bottom of the table.

- b. *Is travel time to the County expected to be billable? If so, how will travel time invoices be calculated?*
SCRAM of California does not bill for travel-related expenses.
- c. *Include start-up costs, if any.*

Because SCRAM of California is well established in California and is the current provider for the San Mateo County Probation program, there are no additional start-up costs.

Please see the complete SCRAM of California Cost Proposal on Page 12.



SCRAM of California Cost Proposal

PRODUCT	Equipment Only	Full Services	Full-Service
	Daily Rate No Services/No Installations	Daily Rate (when active)	One Time Installation Fee
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® + Optional RF	\$6.35	\$9.17	\$50.00
SCRAM Continuous Alcohol Monitoring + WIFI/CELLULAR BASE STATION <i>Includes Optional RF</i>	\$8.35	\$11.17	\$50.00
SCRAM Remote Breath®	\$4.00	\$6.50	\$50.00
SCRAM GPS®	\$3.50	\$6.37	\$50.00
<i>Additional Product Offerings</i>			
Specialty Court Participant Pay Sliding Scale SCRAM Continuous Alcohol Monitoring + Optional RF	<i>n/a</i>	\$8-\$15	\$50.00
Specialty Court Participant Pay Sliding Scale SCRAM Continuous Alcohol Monitoring + WIFI/CELLULAR BASE STATION <i>Includes Optional RF</i>	<i>n/a</i>	\$10-\$17	\$50.00
Afterhours and Weekend Installation Fee	<i>n/a</i>	<i>n/a</i>	\$150.00
24/7 Transdermal Drug Patch (5-panel)	<i>n/a</i>	\$5.71	\$50.00
24/7 Transdermal Drug Patch (expanded opiate-panel)	<i>n/a</i>	\$8.36	\$50.00
Ally® Victim Notification App for SCRAM GPS	\$1.00	\$1.00	<i>n/a</i>
SCRAM TouchPoint® Check-In App	\$0.50	with EM no additional cost	<i>n/a</i>
Shelf Allowance	No Cost	No Cost	<i>n/a</i>

EQUIPMENT REPLACEMENT COSTS FOR LOST AND DAMAGED <i>Above 5% of average daily active equipment</i>	COST
SCRAM House Arrest - DEVICE	\$400.00
SCRAM Continuous Alcohol Monitoring - 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
SCRAM GPS - DEVICE	\$585.00



5. QUALITY/PROGRAM EVALUATION

a. Describe your organization’s capacity to meet the goals identified in the Vender Performance Management outlined below.

Theme	Measure	Weight	Description
Performance	On-time Delivery of Services	40%	Staff are available for installation during necessary hours. Inactive equipment is picked-up in a timely manner.
Relationship	Responsiveness	30%	Issues are addressed in a timely manner and addressed with appropriate urgency.
	Communication		Professional and clear communication is utilized.
Financial	Invoicing	20%	Invoices are timely, accurate, and easy to understand.
Leadership	Alignment	10%	Knowledgeable of trends related to electronic monitoring; follow best practices to electronic monitoring.
	Innovation		Provide services with up-to-date technology.

Performance: SCRAM of California’s strong and experienced staffing in San Mateo County solidifies the foundation to deliver and exceed the performance needs of his program. Our team is available during business hours, afterhours for installations as needed, and 24/7/365 to address program needs as needed. In addition, we have a Vice President, a Program Manager, and two case managers in the immediate geographic area who provide support servicing the County programs as required. This should provide the County with great confidence that our team will be able to conduct timely services and operate at the highest level of responsiveness to County needs.

SCRAM of California owns more than 8,700 pieces of EM equipment and inventory, which is readily available to meet the needs of this contract.

Relationship: Both our geography and our staffing will ensure immediate responsiveness to any County needs. In addition, SCRAM of California staffs a unique Quality Control & Assurance Director position that proactively evaluates all programs and performance, working to prevent issues and lapses before they happen and ensuring smooth response when needed. Our team is staffed with highly educated and highly experience community corrections staff. We enjoy an impeccable reputation with our customers for quick and professional communication.

Financial: Invoicing is generally done via email by the 5th of each month. The schedule and terms are based on the contractual agreement with the County.

Leadership: Our highly experienced Executive Team of criminal justice professionals includes four team members who previously worked for SCRAM Systems, including CEO Aaron Fleisher, COO Royce McDonald, Vice President of Operations Kim Mattison, and Vice President for Business Development Danny Prokosch. Combined, this team has more than 65 years of experience developing, delivering, and supporting EM programs worldwide. In addition, McDonald was one of the original staff members of SCRAM Systems and today holds patents related to the development of the SCRAM CAM technology. The advantage of these relationships, and of being an All In/all technologies provider with SCRAM Systems, is that we enjoy early access to new technologies and new updates. SCRAM is an industry leader when it comes to developing and deploying both hardware and software solutions that meet the many needs of community corrections agencies. Our strong relationship with SCRAM Systems allows us to be on the leading edge of commenting, developing, evaluating, and deploying new and improved solutions.



6. REFERENCES

- a. *List two business references for which you have recently provided similar services (not part of San Mateo County Probation). Include contact names, titles, phone numbers and e-mail addresses for all references provided.*

El Dorado County Probation Department

Gary Romanko, Deputy Chief Probation Officer
El Dorado County Probation Department
Office: (530) 621-6562
gary.romanko@edcgov.us

Santa Barbara County Probation Department

Spencer Cross, Adult Services Probation Manager
Santa Barbara County Probation
Office: (805) 882-3753
scross@countyofsb.org



7. PROTOCOLS FOR ADDRESSING CONCERNS

a. *In the event of a routine problem, who is to be contacted within your organization?*

- At any one time, a minimum of 5 locally-based SCRAM of California San Mateo team members will be completely briefed on the County's program and the current caseload data.
- Two SCRAM Agents (Case Managers) currently work directly with San Mateo County and your clients daily, and they are a first line of response for routine problems.
- San Mateo also has a dedicated Program Manager, who resides and works in San Mateo County and is an additional point of contact, available 24/7 for all needs.
- Both our Program Manager for Northern California and our Vice President of Business Development live and work locally and are available for any County or client needs.
- An additional layer of account service includes both our afterhours 800 number, given to both customers and clients, and the SCRAM Systems 24/7 call center, which is always available to provide information and assistance if required.

b. *In the event of the identification of a problem by the County, stakeholders, the public, and/or other applicable constituents, describe how you will address such problems and the timeframe for addressing them.*

- Our San Mateo team works in lock step to service both clients and our customers. This contract will be serviced daily by a locally-based team that includes our Vice President of Business Development, our Northern California Program Manager, our Redwood City Program Manager, and two SCRAM Agents (Case Managers). In addition, the entire SCRAM of California leadership team, including our COO and CEO, are available 24/7 to address concerns and solve any issues you may have.
- SCRAM of California enjoys a strong reputation for being proactive to avoid issues, and for responsiveness whenever questions or issues arise.



8. CLAIMS, LICENSURE, NON-DISCRIMINATION, AND HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) VIOLATIONS AGAINST YOUR ORGANIZATION

List any current licensure, HIPAA, non-discrimination claims against you/your organization and those having occurred in the past five years, especially any resulting in claims or legal judgments against you.

SCRAM of California does not currently have and has never had any licensure, HIPAA, or non-discrimination claims against the organization or any individual within the organization.



9. STATEMENT OF COMPLIANCE WITH COUNTY CONTRACTUAL REQUIREMENTS

A sample of the County's standard template contract for both Department Head approval (contracts under \$100,000) and Board of Supervisors approval (contracts over \$100,000) is attached to this RFP as Appendix B. Each proposal must include a statement of the proposer's commitment and ability to comply with each of the terms of the County's standard contract, including but not limited to the following:

- 1) Hold Harmless provision*
- 2) Liability Insurance requirements*
- 3) Non-discrimination policy*
- 4) Equal Employment Opportunity requirements*
- 5) Equal Benefits Ordinance*
- 6) Living Wage Ordinance*
- 7) Jury Service Ordinance*
- 8) All other provisions of the county's standard template contract.*

In addition, the proposer should include a statement that it will agree to have any disputes regarding the contract venued in San Mateo County or Northern District of California.

The proposal must state any objections to any terms in the County's contract template and provide an explanation for the inability to comply with the required term(s). If no objections are stated, the County will assume the proposer is prepared to sign the County standard contract template as-is.

- SCRAM of California is committed and able to comply with each of the terms of the County's standard contract, including items 1 through 8 listed above.
- SCRAM of California agrees to have any disputes regarding the contract venued in San Mateo County or the Northern District of California.
- SCRAM of California has no objections to any of the terms in the County's contract template.



EXHIBITS

A.	SCRAM Optix Sample Program Reports.....	19
B.	SCRAM GPS Information and Sample Analytics Reports.....	35
C.	SCRAM House Arrest Information	47
D.	SCRAM Continuous Alcohol Monitoring Information and Sample Noncompliance Report.....	49
E.	San Mateo Probation Program Report.....	52
F.	Information on SCRAM Remote Breath, SCRAM TouchPoint, and PharmChek Transdermal Drug Patch.....	53

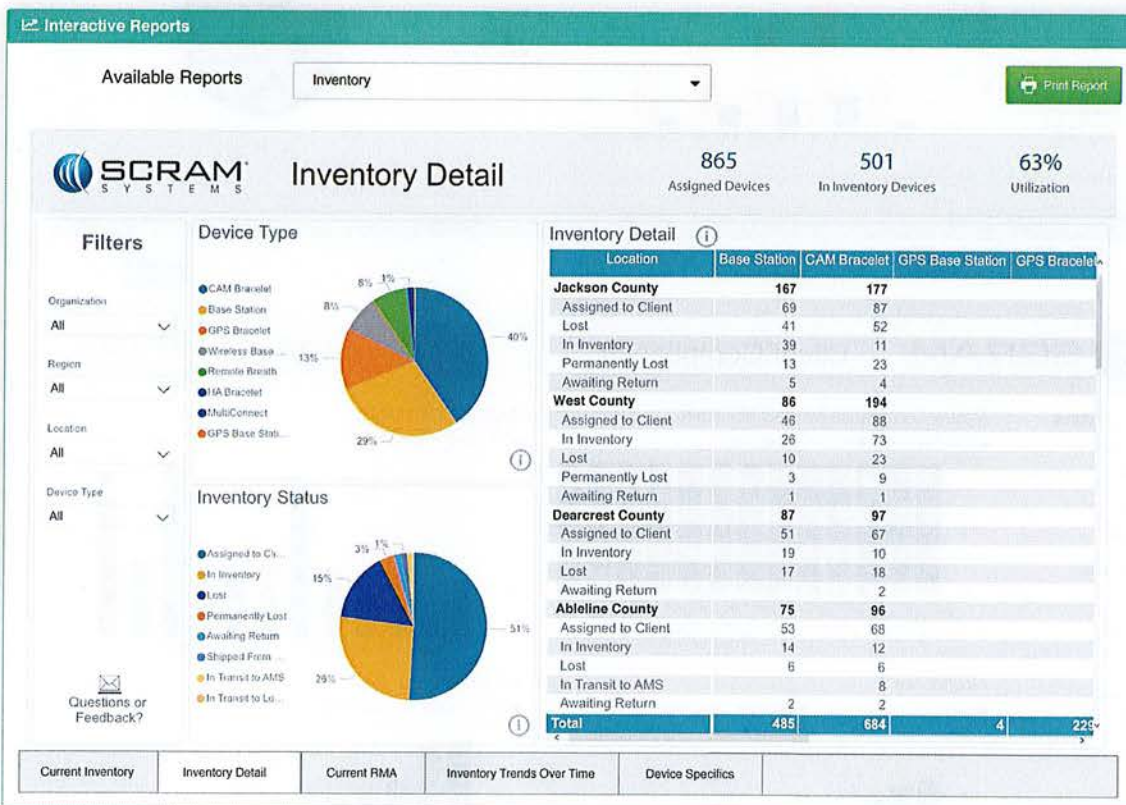
Exhibit A Sample SCRAM Optix Repots

SCRAM Optix Analytics

SCRAM Optix Analytics (Powered by Microsoft® PowerBI®) provides dynamic reporting that enables users to visualize program activity and performance statistics, reveal trends and opportunities, and identify areas for growth or improvement across the full suite of our technologies. Our advanced analytics transform large amounts of program data into unique visualizations about a program’s health, alert trends, compliance history, and inventory utilization.

Staff can filter by a number of program criteria to determine program performance across all caseloads, allowing quick access to analyze and present key performance metrics and make informed decisions. This unparalleled insight into an agency’s program is easily accessed and intuitively queried so program efficacy can always be measured. SCRAM of California staff can provide customized reporting regularly or on-demand as preferred by the County.

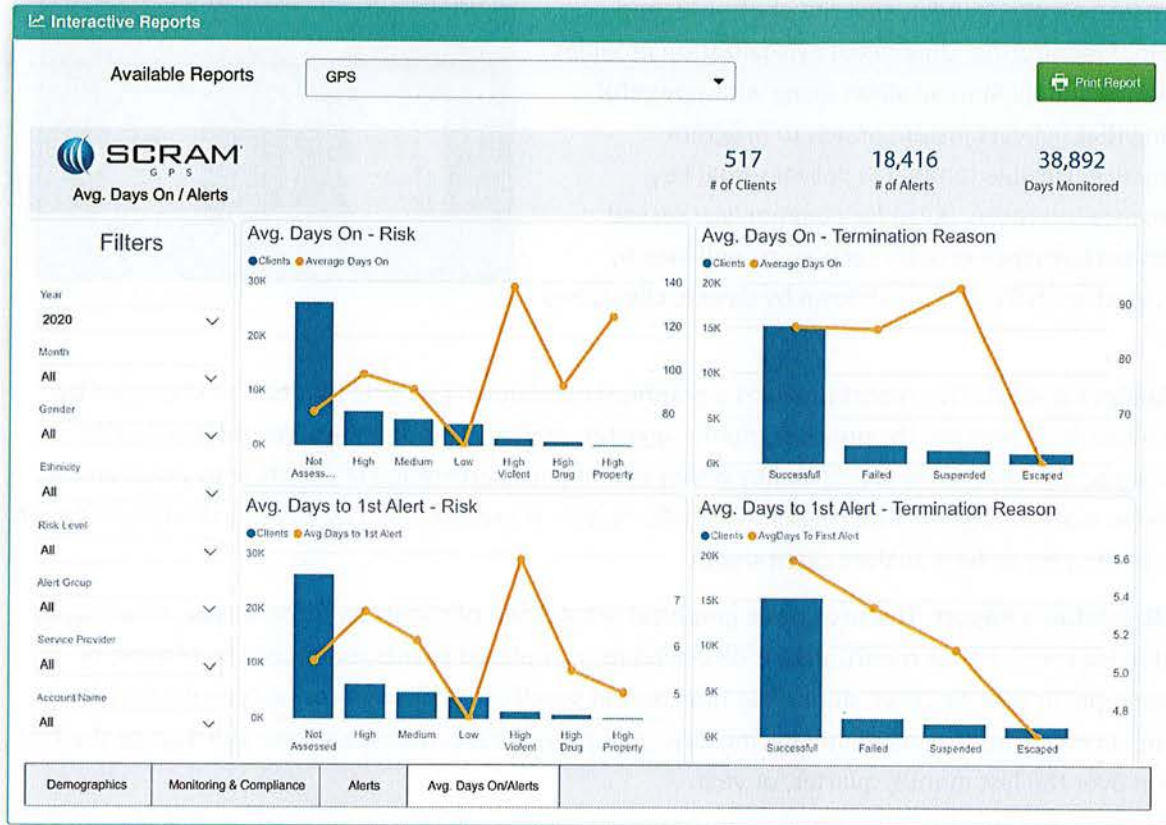
Inventory. These reports enable users to review the total utilization and inventory status for a program’s equipment, including current inventory, inventory detail, current RMA, inventory trends over time, and device specifics. This resource helps our providers make decisions about how best to distribute devices across program locations and provides insight into how much of the device inventory is truly being used over time to promote inventory efficiency.



Monitoring and Compliance. These reports are designed to help optimize a monitoring program by providing detailed data on the types of clients being monitored, the referring authorities, the types of alerts generated, and client compliance success. This can be used to help evaluate business operation efficiency and identify areas for growth or improvement.



GPS Compliance. Reports for GPS compliance are designed to provide information on client demographics, compliance percentage, the amount and types of alerts that are being generated for a specific agency, and the average amount of days clients are on the program before the first alert is generated. Each report can be filtered to pinpoint desired information to thoroughly examine the most critical data.



SCRAM Optix Program Reports

SCRAM Optix Program Reports offer unprecedented options to acquire, store, analyze, evaluate, and convert raw data into valuable information—such as compliance rates and average monitoring periods, as well as behavioral trends based on age, gender, severity of offense, and duration of monitoring. Unique data visualization provides quantitative and qualitative views along with powerful reporting that delivers instant access to program performance. Flexible templates deliver visual Key Performance Indicators (KPIs) for commonly accessed program performance metrics such as: compliance by officer, alert analysis, and breakdown by device, client, and courts.



Alert Analysis Report. This report provides a graphical breakdown of alerts that can be displayed by device monitoring type for the previous month, quarter, or year. This analytical resource provides customers an efficient, time-saving tool by which to compare percentage of clients with violations as opposed to violations generated overall. Alert information is broken down by day of the week and each month of the year to help analyze client trends.

Client Breakdown Report. This provides a graphical breakdown of clients by offense type, client type, and referring court. In this report, data is displayed for completed clients monitored by offense or offender type, or specific court, during the time period specified. Each monitoring type displays the total clients monitored, average monitoring days, compliance percentage, and average days to the first violation over the last month, quarter, or year.

Client Compliance Report. Caseload management is simplified when data is straightforward and easily reviewed. This report shows daily compliance percentage per equipment type, providing number of clients monitored, amount of violations by type, and average number of monitoring days. The report can be displayed by week, month, or year. Officers can accurately assess program needs and compare individual program statistics to the national average, by product types, providing customers a simple and effective means to easily analyze program strengths and weaknesses.

Inventory Breakdown Report. This report provides a graphical breakdown of total equipment inventory by status, utilization percentage by month, and returned units (RMAs) broken down by type and month for a 12-month period. Officers can select any date and quickly view data by type, to assist in reconciling inventory records and establishing program trends for utilization and RMAs.

Samples are included on the following pages.

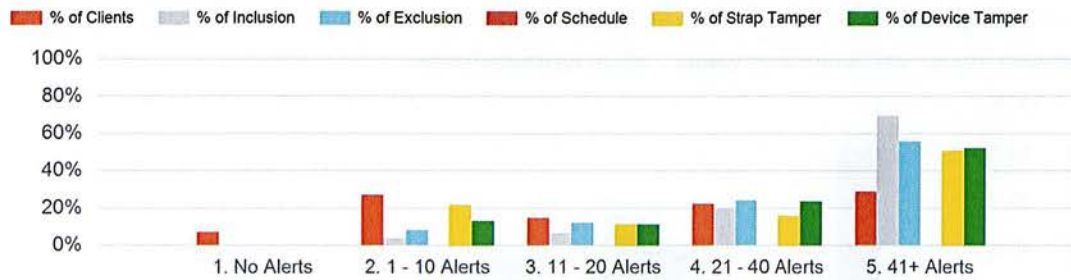


Alert Analysis

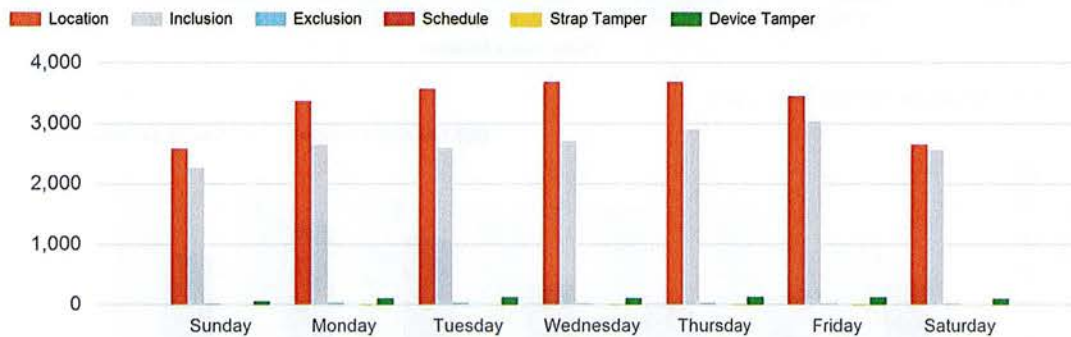
Jefferson County: Account: All
 Analysis of Alerts during date range
 For: 1/1/2017 - 9/17/2017

GPS	260 Days in Period	736 Clients Monitored	31,650 Days Monitored	69% Compliance %	2.50 Average days to first alert.
18,739 Inclusion	149 Exclusion	0 Schedule	69 Strap Tamper	722 Device Tamper	22,989 Location Failure

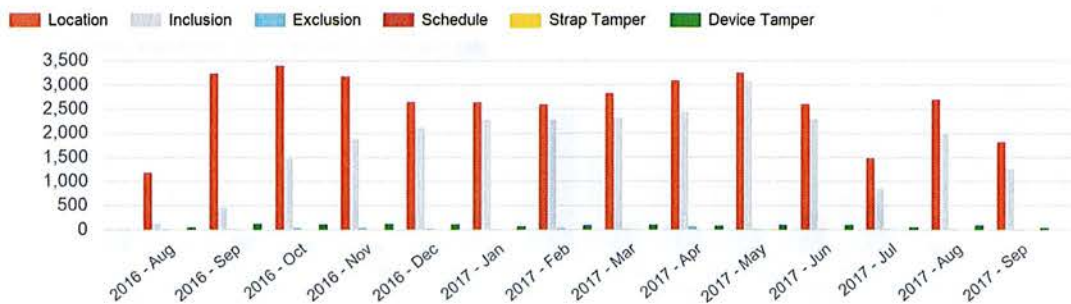
Percentage of clients with alerts vs percentage of alerts generated.



Number of alerts generated by day of week.



Number of alerts generated by month, Last 12 Months.



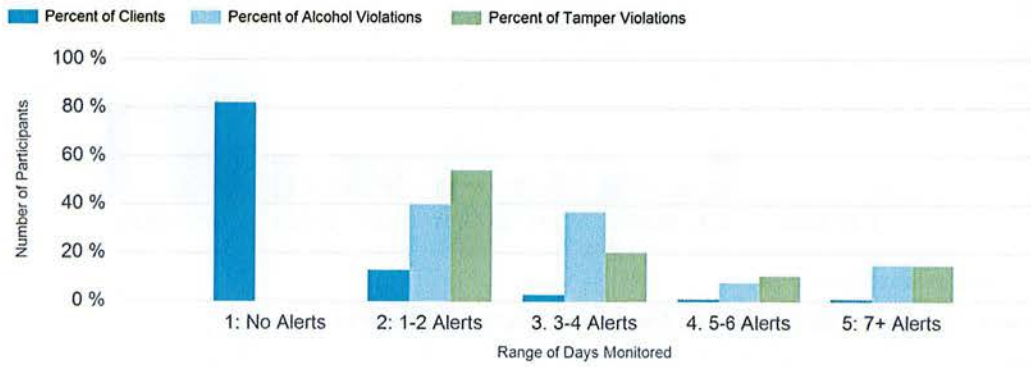


Alert Analysis

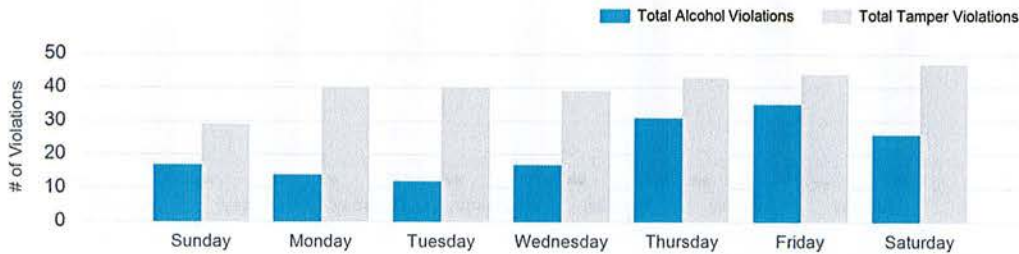
Jefferson County: Agency: All
 Analysis of Alerts generated during date range
 Date Range: 1/1/2017 - 9/17/2017

Continuous Alcohol Monitoring	260 Days In Period	57,285 Days Monitored	719 CAM Clients Monitored	1,075 CAM + HA Clients Monitored
	152 Alcohol Violations	282 Tamper Violations	1,557 Completed Clients	

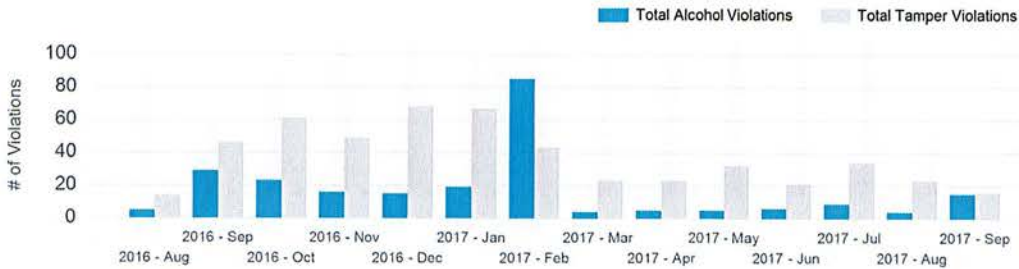
Percentage of clients with violations vs percentage of violations generated.



Number of Violations generated by day of week.



Number of Violations generated by month



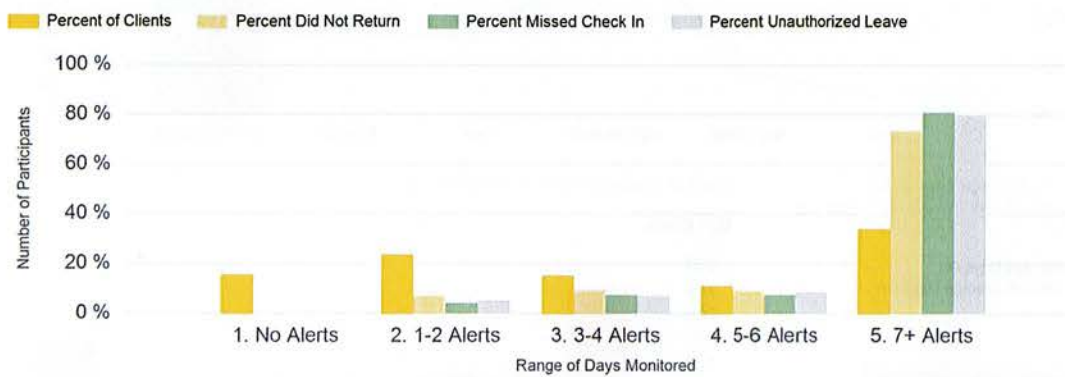


Alert Analysis

Jefferson County: Agency: All
 Analysis of Alerts generated during date range
 Date Range: 1/1/2017 - 9/17/2017

	House Arrest	260	66,118	1,162	1,075
		Days In Period	Days Monitored	House Arrest Clients Monitored	CAM + HA Clients Monitored
		2,246	3,209	8,771	
		Did Not Return	Missed Check In	Unauthorized Leave	

Percentage of clients with violations vs percentage of violations generated.



Number of Violations generated by day of week.



Number of Violations generated by month





Client Breakdown

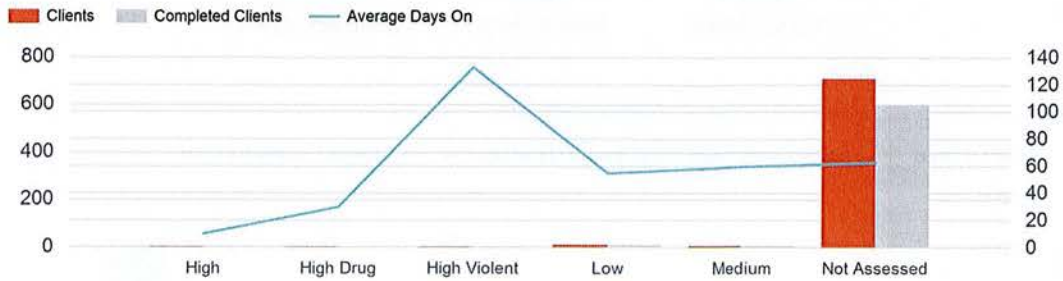
Jefferson County: Account: All

Breakdown of Clients by Risk Assessment and Age For:

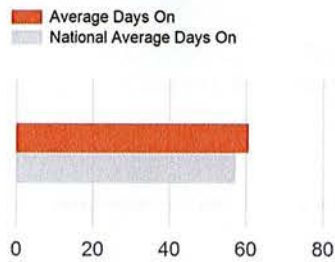
1/1/2017 - 9/17/2017

GPS	31,650 Days Monitored	736 Clients Monitored	623 Completed Clients	61 Average Days on Completed	3 Average days to first alert.
-----	---------------------------------	---------------------------------	---------------------------------	--	--

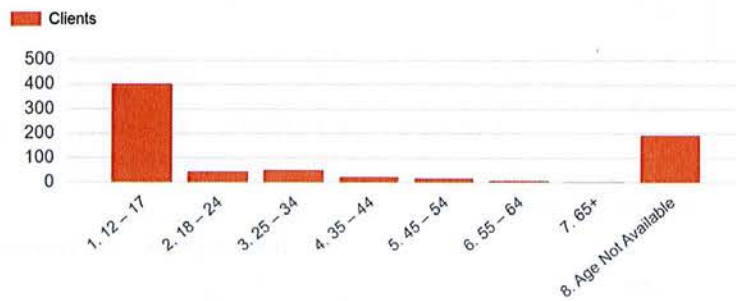
Clients and Completed Clients by Risk Assessment with Average Days On.



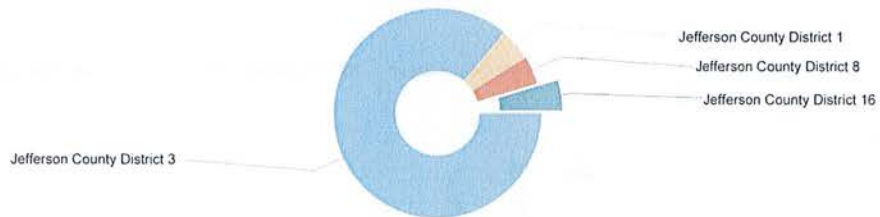
Customer Average days on for completed clients compared to National Average.



Count of Clients monitored by Age Range



Clients monitored during time period broken out by Account



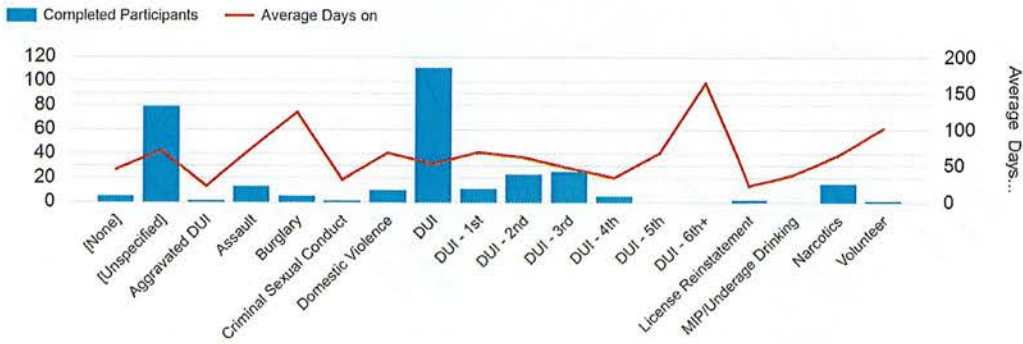


Client Breakdown

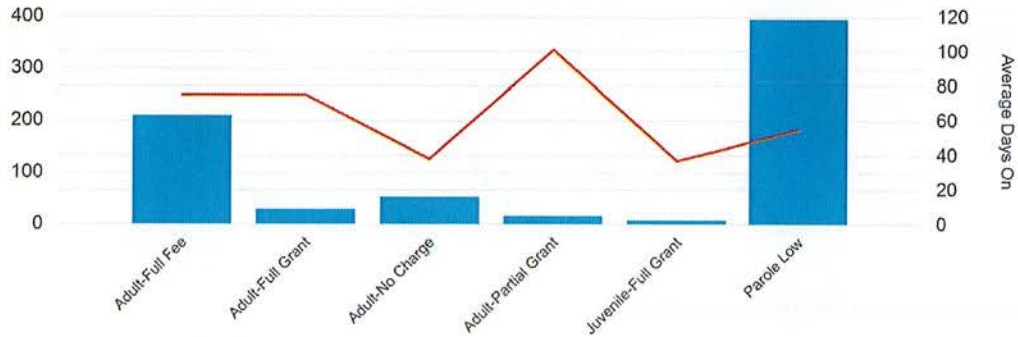
Jefferson County
 Breakdown of clients by Offense Type & Court
 Date Range: 7/1/2016 - 8/10/2016

Continuous Alcohol Monitoring	13,022 Days Monitored	255 Cam Clients Monitored	463 Cam + HA Clients Monitored	99.88 % Daily Compliance %	47 Average Days to First Violation
-------------------------------	---------------------------------	-------------------------------------	--	--------------------------------------	--

Completed clients monitored by Offense during the time period, with Average Days On.



Completed clients monitored by Offender Type during the time period, with Average Days On.



Clients monitored during time period broken out by Court





Client Breakdown

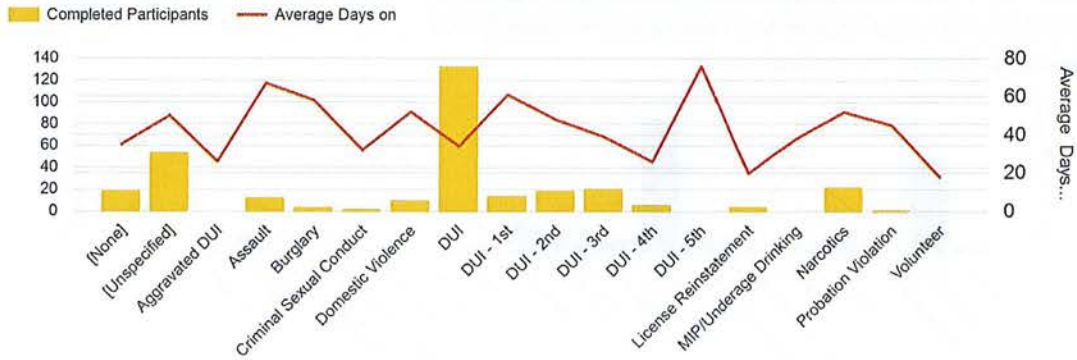
Jefferson County

Breakdown of clients by Offense Type & Court

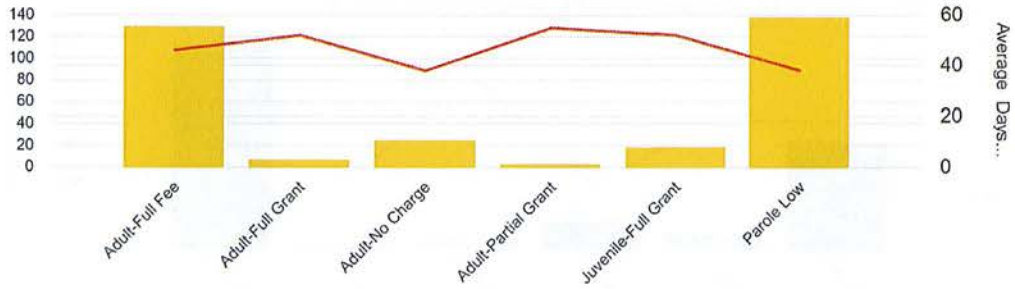
Date Range: 7/1/2016 - 8/10/2016

 House Arrest	11,195 Days Monitored	216 House Arrest Clients Monitored	463 Cam + HA Clients Monitored	6 Average Days to First Violation
---	---------------------------------	--	--	---

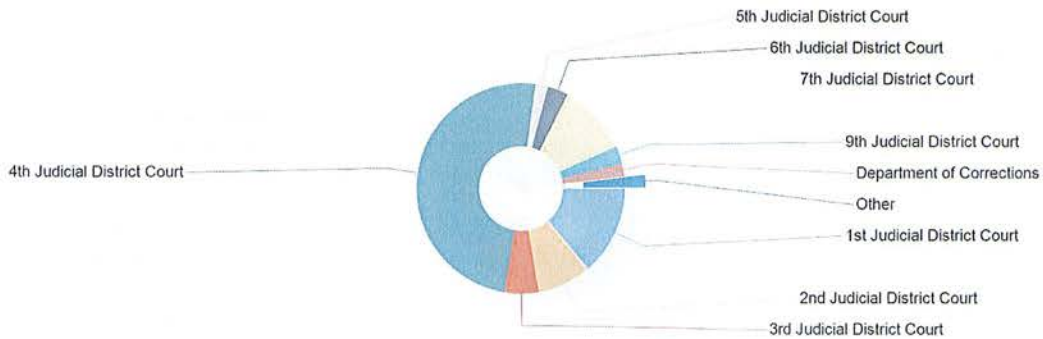
Completed clients monitored by Offense during the time period, with Average Days On.



Completed clients monitored by Offender Type during the time period, with Average Days On.



Clients monitored during time period broken out by Court.





Client Compliance

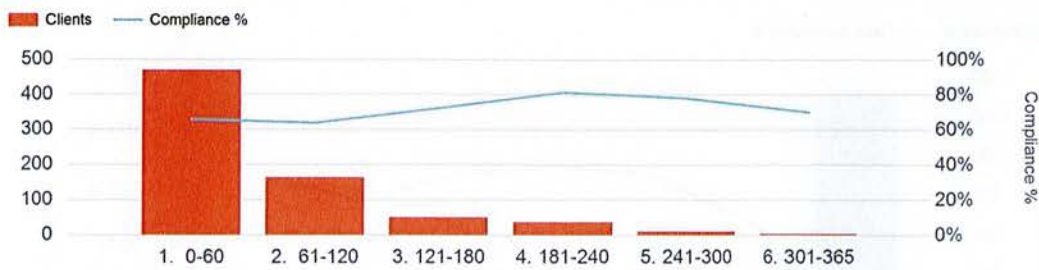
Jefferson County: Account: All

Daily Compliance for date range

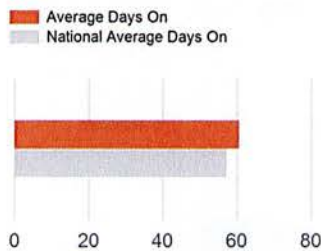
For: 1/1/2017 - 9/17/2017

GPS	260	736	623	31,650	69%
	Days in Period	Clients Monitored	Completed Clients	Days Monitored	Compliance %
	18,739	149	0	69	722
	Inclusion	Exclusion	Schedule	Strap Tamper	Device Tamper

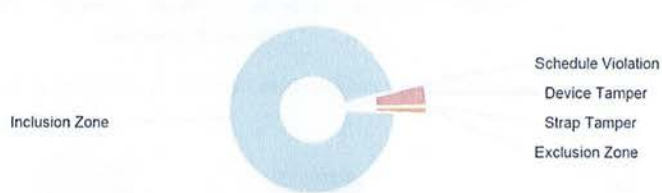
Daily compliance for clients by number of days monitored.



Customer Average days on for completed clients compared to National Average



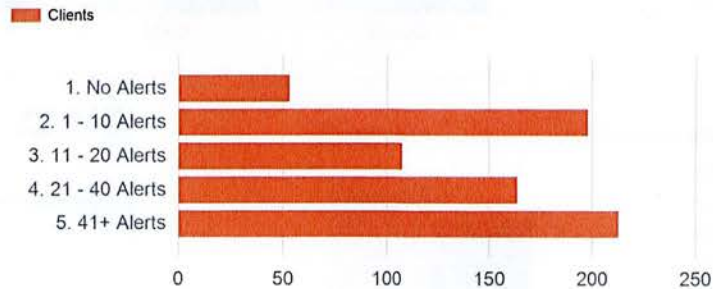
Alerts during time period



Customer Average days to first Alert compared to National Average



Clients broken down by number of alerts during time frame



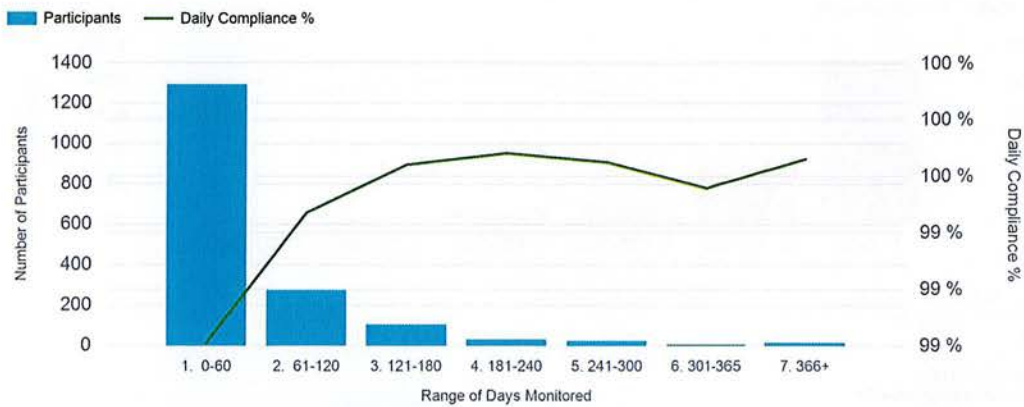


Client Compliance
 Jefferson County: Agency: All
 Daily client compliance by date range
 Date Range: 1/1/2017 - 9/17/2017

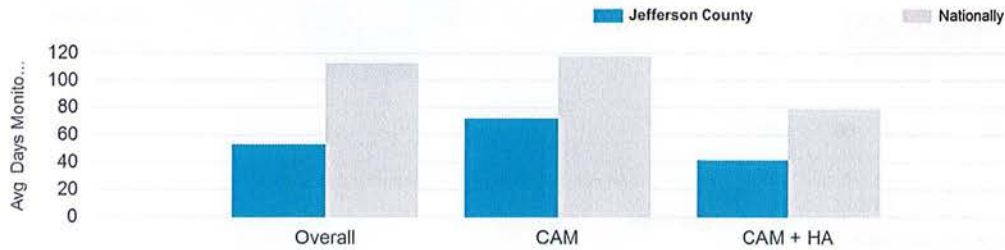
Continuous Alcohol Monitoring	260 Days In Period	57,285 Days Monitored	719 CAM Clients Monitored	1,075 CAM + HA Clients Monitored
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99 % Daily Compliance %	99 % Daily Compliance % Nationally	152 Alcohol Violations	282 Tamper Violations	1,557 Completed Clients
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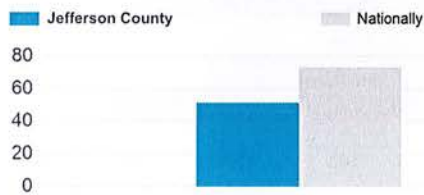
Daily compliance for clients by number of days monitored.



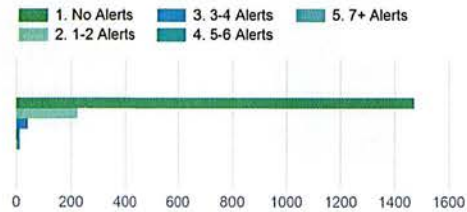
Average number of days monitored for completed clients, compared to nationally by monitoring type.



Average days to first violation for completed clients compared to Nationally



Clients broken down by number of alerts



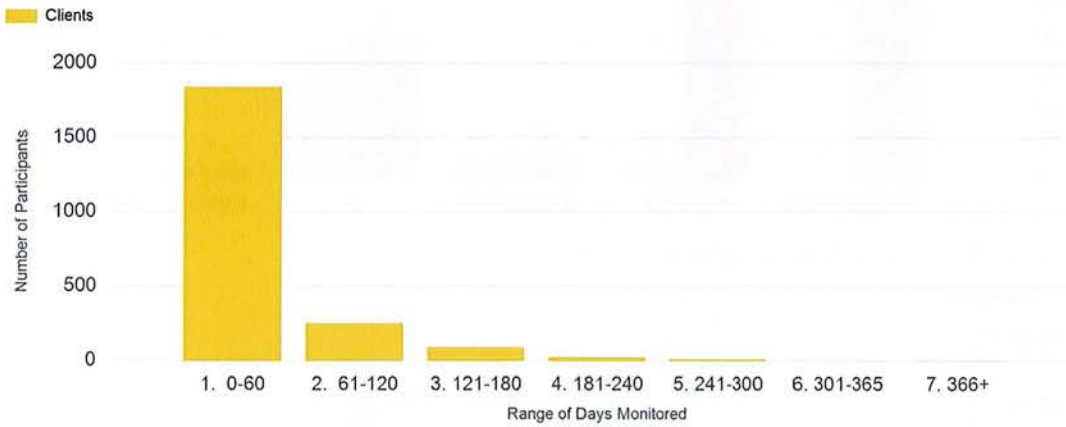


Client Compliance

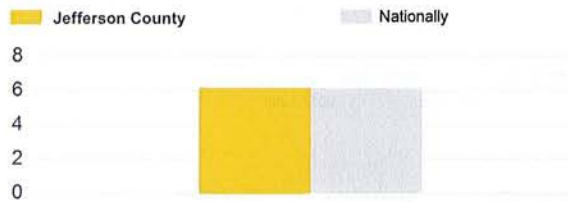
Jefferson County: Agency: All
 Daily client compliance by date range
 Date Range: 1/1/2017 - 9/17/2017

	House Arrest	260	66,118	1,075	1,162
		Days In Period	Days Monitored	CAM + HA Clients Monitored	House Arrest Clients Monitored
		3,209	8,771	2,246	2006
		Missed check in	Unauthorized leave	Did not return	Completed Clients

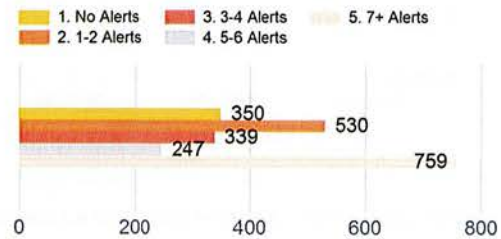
Clients by number of days monitored



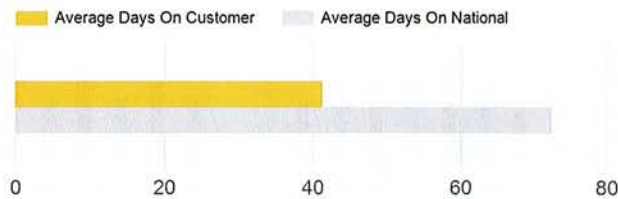
Average days to first violation for completed clients compared to nationally.



Clients broken down by number of alerts



Average days on program for completed clients compared to nationally





Inventory Breakdown

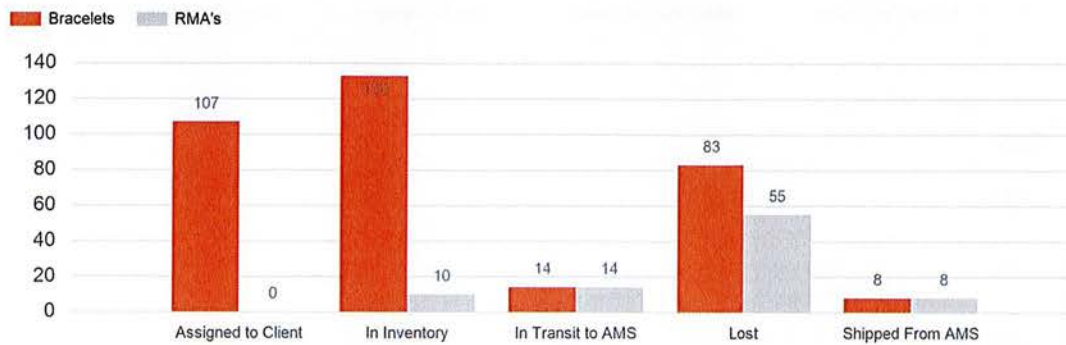
Jefferson County

Inventory by Service Type, Utilization % and RMA Trend

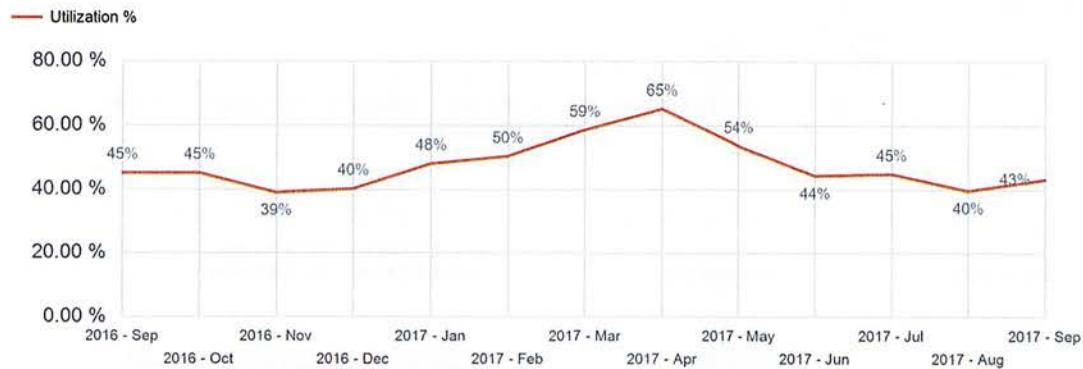
For: 9/17/2017

GPS	GPS Bracelet	269	30	83	230	216	14
		Purchased Devices	Rental Devices	Lost Devices	Functional units on site In Transit	Net Commitment	Over / Under

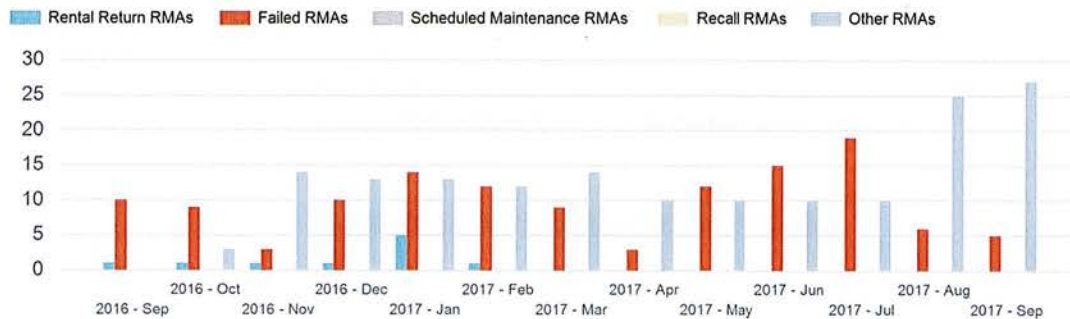
Bracelets broken down by Inventory Status for All



Percentage of bracelets in use for the last year for All



RMA's broken down by type and month over the last year for All





Inventory Breakdown

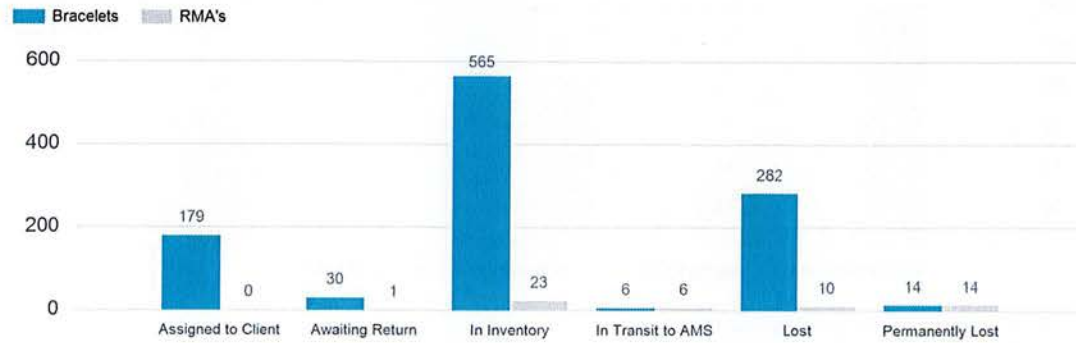
Jefferson County

Inventory by Service Type, Utilization % and RMA Trend

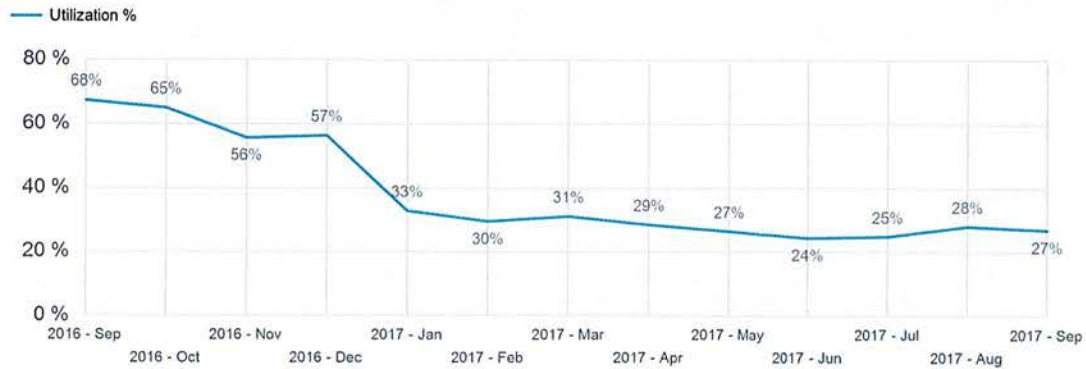
For: 9/17/2017

 CAM Bracelet	1,049	0	296	750	753	-3
	Purchased Devices	Rental Devices	Lost Devices	Functional units on site In Transit	Net Commitment	Over / Under

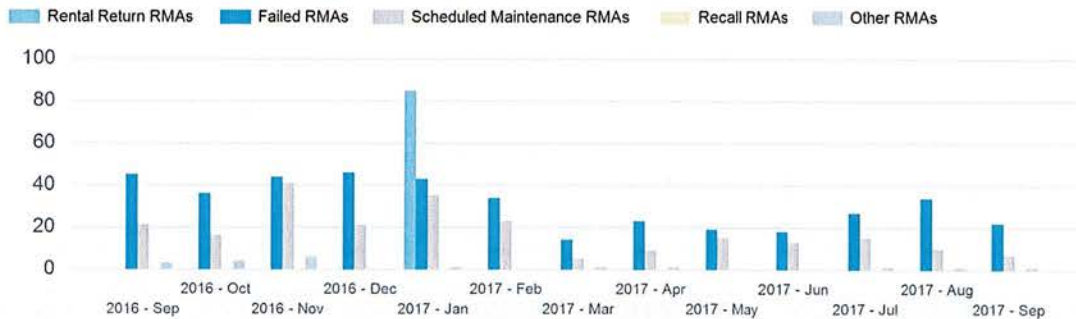
CAM Bracelets broken down by Inventory Status for All



Percentage of CAM bracelets in use for the last year for All



RMA's broken down by type and month over the last year for All





Inventory Breakdown

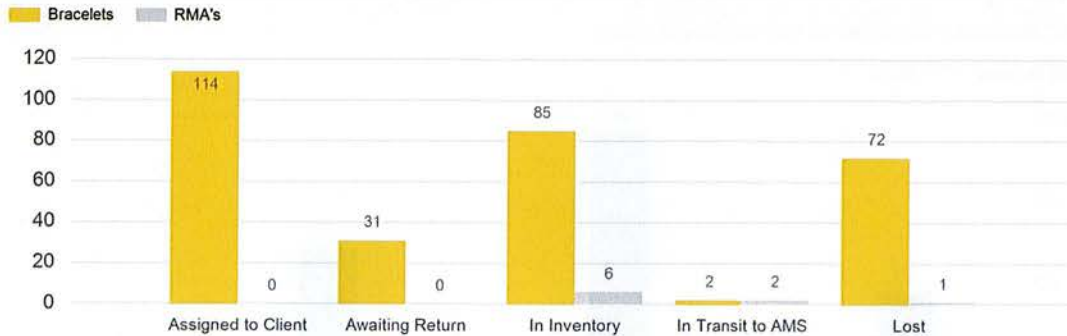
Jefferson County

Inventory by Service Type, Utilization % and RMA Trend

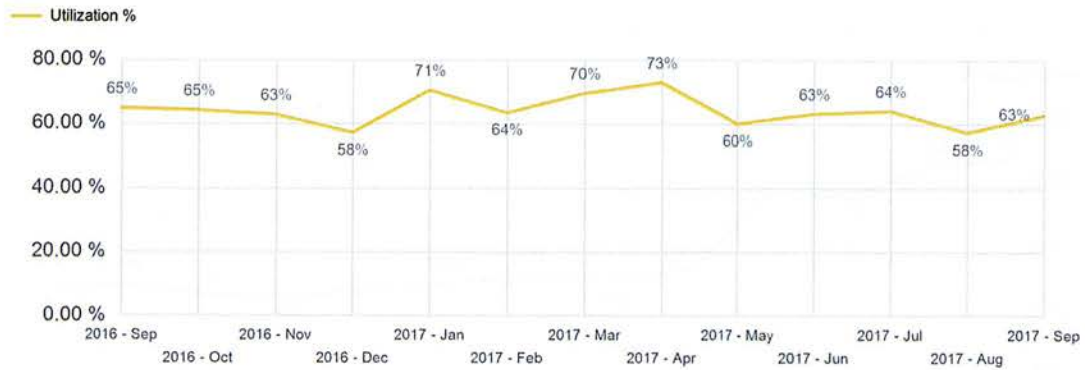
For: 9/17/2017

	House Arrest Bracelet	300 Purchased Devices	0 Rental Devices	72 Lost Devices	224 Functional units on site In Transit	228 Net Commitment	-4 Over / Under
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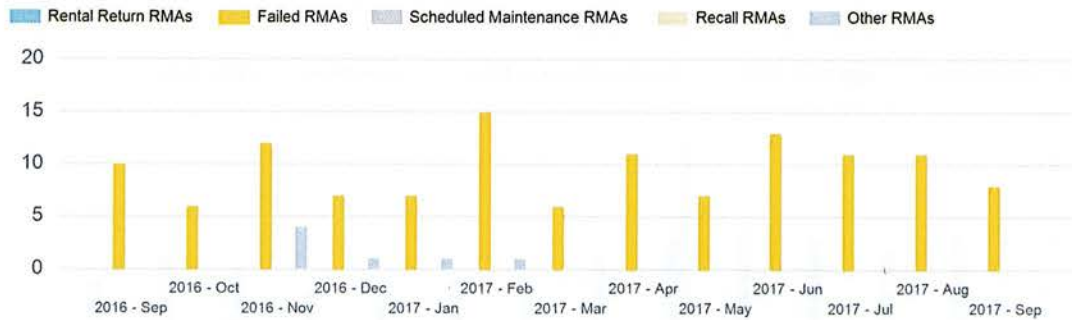
Bracelets broken down by Inventory Status for All



Percentage of bracelets in use for the last year for All



RMA's broken down by type and month over the last year for All





SCRAM GPS[®]

The best tracking device meets the best reporting software

SCRAM GPS Maximizes Performance



Patented Strap Design

- Unique design virtually eliminates false open strap alerts and intermittent strap disruptions

SCRAM GPS Beacon

- Optional beacon maximizes performance
- Reduces communication and location alerts, extends battery life
- Ideal for clients in apartments or areas with limited cellular communication



SCRAM GPS Key Features

- Unique strap design reduces alert workload
- 30-second, tool free installation
- Variable range and window leave settings
- On-Demand Pursuit Mode with GPS points every 15 seconds to aid in apprehension
- Long battery life minimizes low battery alerts
- On-board zone storage
- 2-Way client communication
- Industry-leading battery life even on the most aggressive rate plan

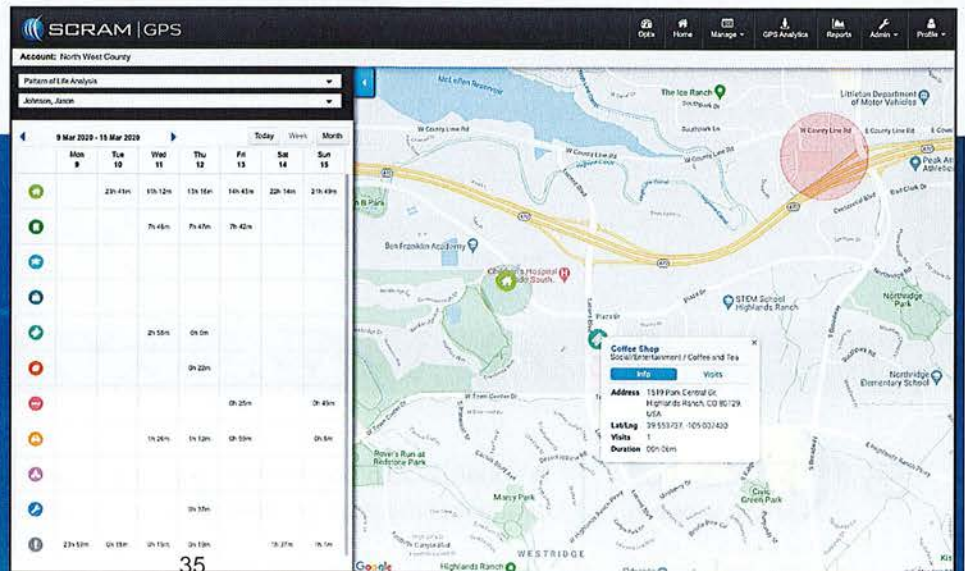


On-Body Charger

- Doubles SCRAM GPS battery life
- Charges on-the-go in approximately 2 hours

Pattern of Life Mapping With SCRAM GPS

Quickly identify a client's exact location and puts client movements into context with integrated Google Maps and Google Info windows.



SCRAM Optix™

- Manage all SCRAM Systems clients, on every technology, through a single login on our integrated platform.
- The dashboard automatically prioritizes your caseload based on urgency status.
- Easy, one-click access to notes, mapping, alert actions, and client information.
- Simplifies data management of even the largest caseloads.
- Integrated, simple, customized reporting graphically illustrates key program metrics.
- Data accessible on-the-go from any computer, tablet, or smart phone with an Internet connection.



SCRAM GPS Analytics

- Quickly make sense of thousands of data points in order to visually see a client's travel patterns.
- See specific locations visited by a client, easily distinguish travel patterns, and identify unknown locations with integrated Google Maps.



SCRAM Ally™ Mobile App

Works in conjunction with SCRAM GPS to notify a victim and the supervising agents when a GPS client is in proximity to the victim's phone.

What Sets Us Apart: The SCRAM of California Difference

Not all service providers are alike. **SCRAM of California** is a public safety-first organization. With office locations and mobile support teams throughout California, Nevada, Arizona, Hawaii, and Idaho, we hold the designation of being a **SCRAM Systems Preferred Partner**, and we are the largest SCRAM Systems provider in the Western U.S. Our staff, our team, and the diversity of our technology offerings go above and beyond the industry standard. We partner with courts and agencies to maximize efficiencies and results while minimizing the time and resources spent on the administration of your program.

- ✓ Comprehensive offender case management
- ✓ 24/7 monitoring center operations **and** 24/7 customer and client support
- ✓ Full-service, customizable client-pay programs
- ✓ The most experienced court support team in the U.S.
- ✓ Unsurpassed product and program training—online, in-person, ongoing
- ✓ A dedicated court liaison for every program
- ✓ Inventory management
- ✓ Our Quality Assurance and Compliance Program



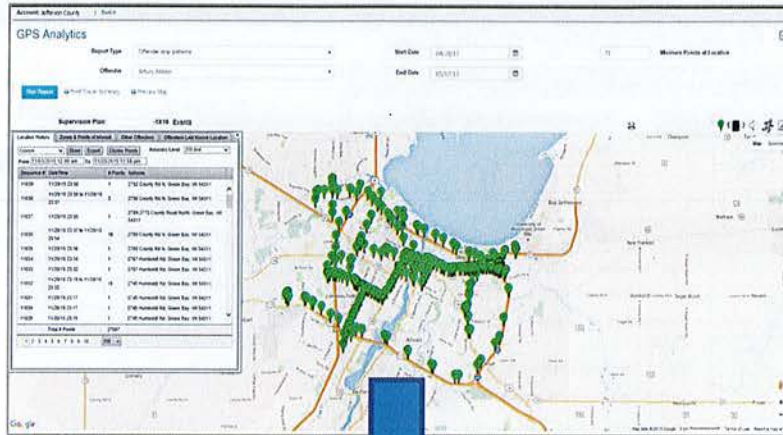
We operate 23 office locations plus mobile support teams throughout the state of California and the Western region.

Making a Difference
(619) 237-0300 | scramca.com

Analytical Mapping Tools

Officers can save time by using SCRAM GPS' software analytical mapping tools to quickly view and analyze up to a month of GPS points, easily distinguish travel patterns, and identify unknown locations.

Typically, officers must review hundreds of GPS points in order to determine an offender's location patterns. Our mapping tools makes this process more efficient and time saving by automatically plotting these points quickly so that officers can view a snapshot of these patterns in seconds.



Without GPS Analytics, officers must sort through a pile of overlapping data points. In a three-week recap of an offender's travel patterns, this can add up to 30,000 location points to review, resulting in



With SCRAM GPS Analytics, these points are automatically plotted so that officers have a snapshot of travel patterns within seconds.



Officers can zoom down to a location point of concern quickly.

Travel Route Playback. The software offers the most advanced technology to retrace travel routes from point-to-point, with the ability to watch the point move from one location to the next. As points are played back, users can choose to keep the points centered so that the most recently dropped point is always in the center of the map. There is also an option to keep the information window open to display additional information about the most recently dropped point, such as location date/time, address, latitude/longitude, accuracy, speed, direction, and number of satellites per point. Travel can be observed in standard map or satellite view at three speeds and at any zoom level. The user can also pause the playback, as well as skip to the next location.

Location Information
 Mike McGee ID : 2021CC372234 Supervision Plan: GPS-Active 1X1 CDA Events

Location History | Zones & POI | Other Offenders | Offenders Last Known Location

Custom Show Export Cluster Points Accuracy Level : No Accuracy Filter

From: 11/02/2021 08:00 am Show Zone Icons:
 To: 11/02/2021 08:12 am Show Direction:
 Show Victims:

Sequence #	DateTime	# Points	Address
13	11/02/2021 08:12 AM	1	1101 W Mineral Ave, Littleton, CO 80120
12	11/02/2021 08:11 AM	1	161 W Mineral Ave, Littleton, CO 80120
11	11/02/2021 08:10 AM	1	S Broadway & W Mineral Ave, Littleton, CO 80122
10	11/02/2021 08:09 AM	1	8053 S Broadway, Littleton, CO 80122
9	11/02/2021 08:08 AM	1	8411 Timberwood St, Highlands Ranch, CO 80126
8	11/02/2021 08:07 AM	1	9095 S Broadway, Highlands Ranch, CO 80129
7	11/02/2021 08:06 AM	1	9200-9242 S Broadway, Highlands Ranch, CO 80126
6	11/02/2021 08:05 AM	1	9817 S Broadway, Highlands Ranch, CO 80129
5	11/02/2021 08:04 AM	1	10270 S Broadway, Highlands Ranch, CO 80126
4	11/02/2021 08:03 AM	1	10413 Startrail Ct, Highlands Ranch, CO 80126
3	11/02/2021 08:03 AM	1	1157 Southbury Pl, Highlands Ranch, CO 80129
2	11/02/2021 08:02 AM	1	1404 W Wildcat Reserve Pkwy, Highlands Ranch, CO 80129

Total # Points 14

1 100

Display Trail Keep Info Window Open
 Snap Trail to Road Drop Close Points Together
 Keep Current Point Centered Points to Display [All]

Stopped

© Copyright 2021 SCRAM Systems

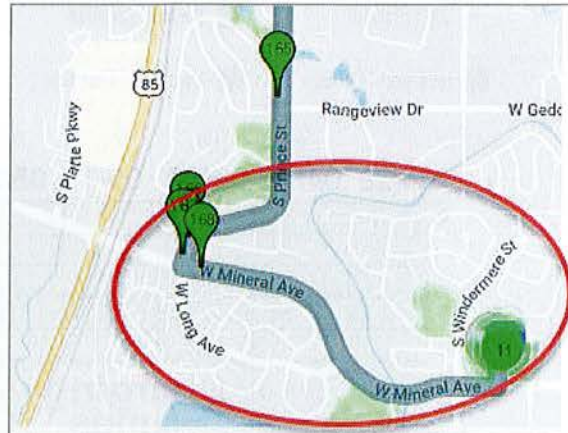
Multiple playback options help to provide clear travel playback detail, showing detailed Information for better monitoring.

Additional features include:

- **Show Direction.** When the Show Direction checkbox is selected, the map marker includes an arrow indicating the direction of travel. The direction is also shown on the information window of the map marker.
- **Show Zone.** By selecting this option, users can see the location points, as well as any existing zones in the travel playback area chosen.
- **Snap to Road.** The software also offers a Snap to Road option, which pinpoints the specific roads most likely taken as opposed to a general travel pattern.



The "Display Trail" feature displays a blue line showing travel of pattern and connects points in a straight line from first to last.

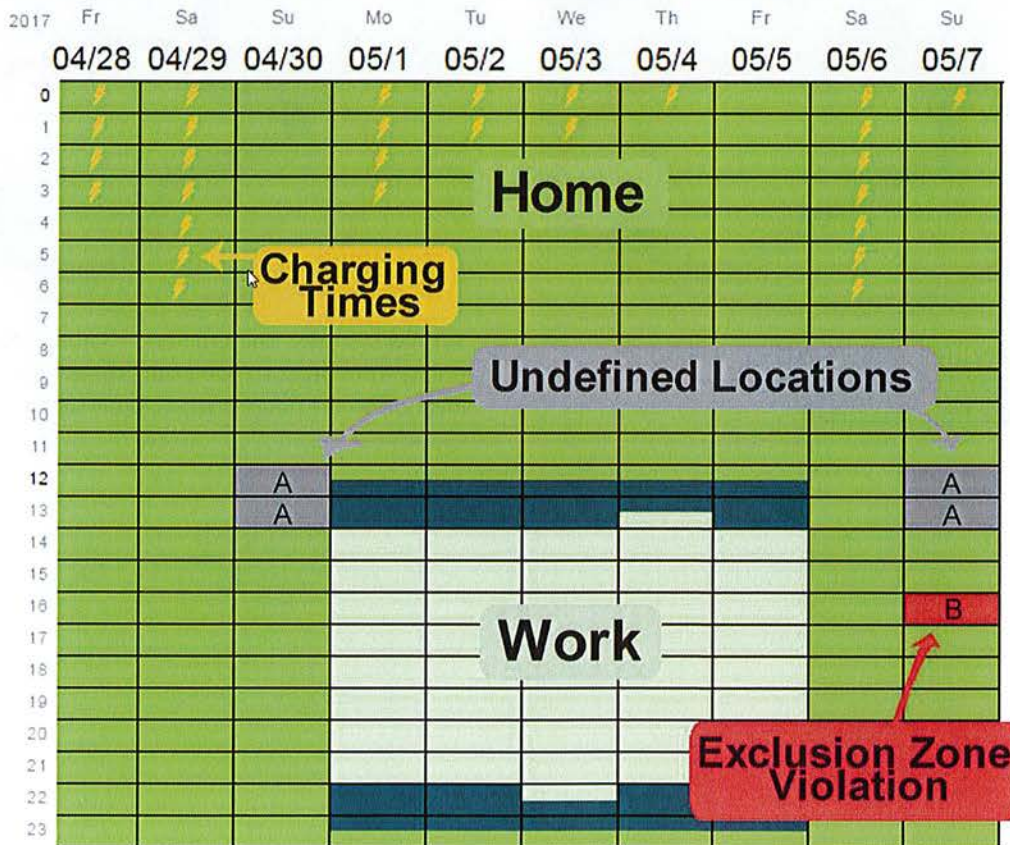


SCRAM Systems "Snap to Road" feature plots GPS points from point to point but "snaps" the location to the nearest roads likely taken.

Stop Patterns. Stop/location patterns outside of pre-defined inclusion/exclusion zones can be identified within seconds. The stop colors are included in the report so users can quickly identify various stop types. In addition, lightning bolt icons depict charging times so that officers have a clear picture of when and where an offender is charging the device.

Legend

- Home
- Point of Interest
- Travel
- Exclusion Zone
- Work/School
- Defined Location
- + Travel w/ Stops
- ! Alert
- Inclusion - Other
- Undefined Location
- No Points



Red indicates an exclusion zone violation, green indicates time when the client was home, and grey shows when the client was in an undefined location.

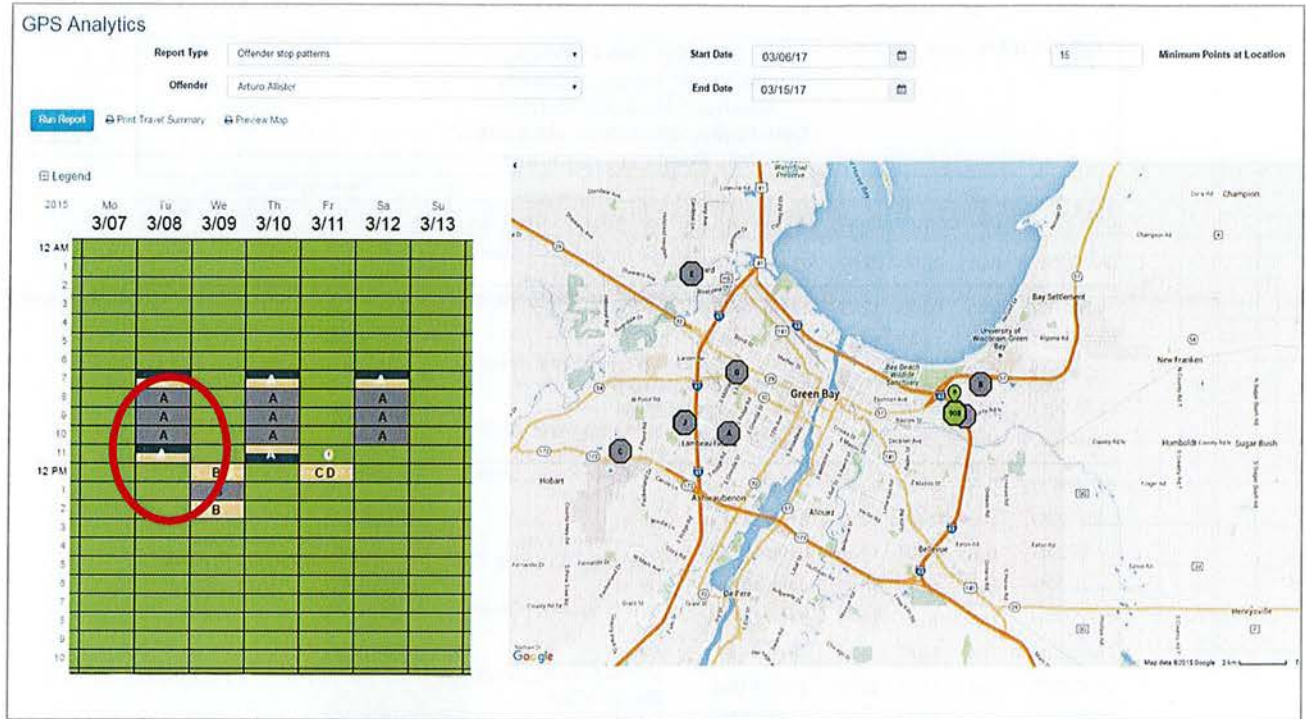
Offender Stop Patterns
Account: Jefferson County
Offender: Madeline Morrison
Date Range: 04/23/2017 - 05/02/2017
Min. Points at Location: 5

Printed by: Janet Jong

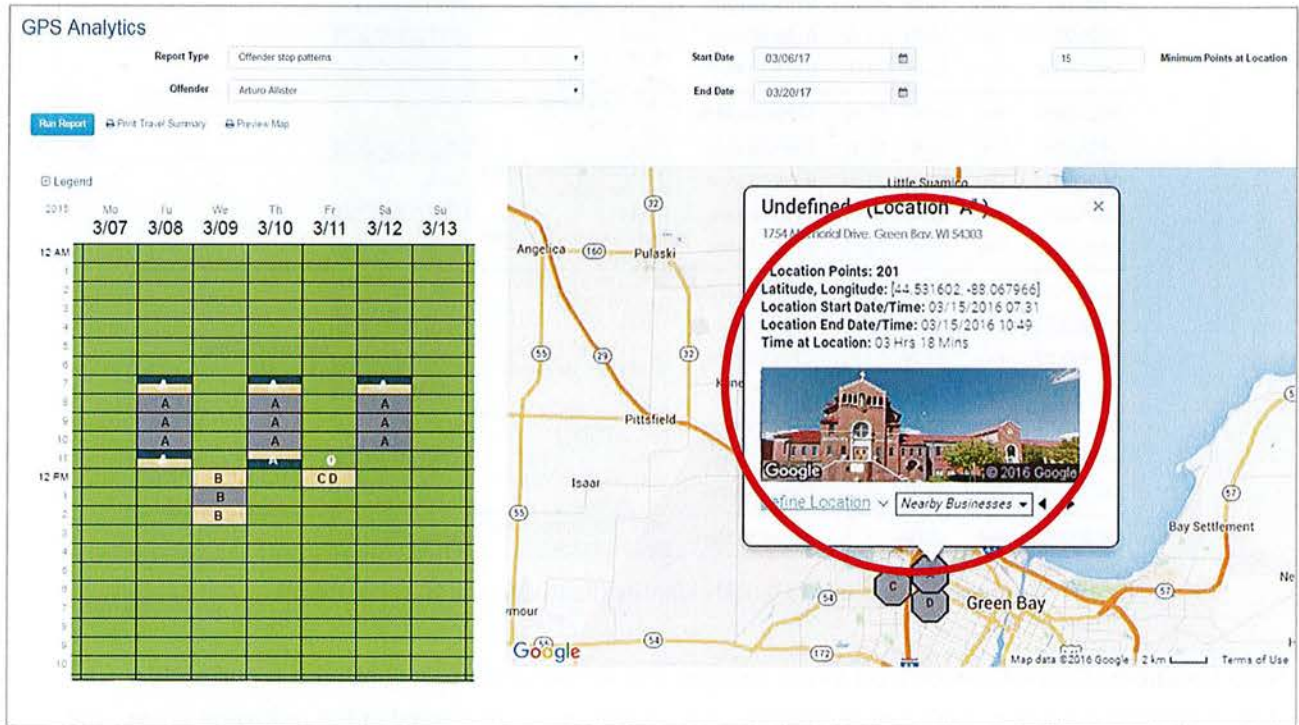
Date	Day	Begin	End	Duration	Location	Place/Zone	Alert
04/23/2017	Sun	00:00	23:59	23 Hrs 59 Mins	1884 Main Street, Green Bay, WI 54318	Home	
04/24/2017	Mon	00:00	12:41	12 Hrs 40 Mins	1884 Main Street, Green Bay, WI 54318	Home	
04/24/2017	Mon	12:42	13:34	0 Hrs 52 Mins	Travel	Travel	
04/24/2017	Mon	13:35	22:59	9 Hrs 24 Mins	830 South Street, Green Bay, WI 54302	Work	
04/24/2017	Mon	23:00	23:42	0 Hrs 42 Mins	Travel	Travel	
04/24/2017	Mon	23:43	23:59	0 Hrs 16 Mins	1884 Main Street, Green Bay, WI 54318	Home	
04/25/2017	Tue	00:00	9:49	9 Hrs 49 Mins	1884 Main Street, Green Bay, WI 54318	Home	
04/25/2017	Tue	09:50	10:03	0 Hrs 13 Mins	Travel	Travel	
04/25/2017	Tue	10:04	10:15	0 Hrs 11 Mins	6789 Hartfeld Way, Green Bay, WI 54318	Co-Defense	Exclusion Zone Violation - 10:04 AM
04/25/2017	Tue	10:16	10:26	0 Hrs 10 Mins	Travel	Travel	
04/25/2017	Tue	10:27	12:42	2 Hrs 14 Mins	1884 Main Street, Green Bay, WI 54318	Home	
04/25/2017	Tue	12:43	13:30	0 Hrs 46 Mins	Travel	Travel	
04/25/2017	Tue	13:31	22:38	9 Hrs 4 Mins	830 South Street, Green Bay, WI 54302	Work	
04/25/2017	Tue	22:41	23:28	0 Hrs 47 Mins	Travel	Travel	
04/25/2017	Tue	23:29	23:59	0 Hrs 30 Mins	1884 Main Street, Green Bay, WI 54318	Home	
04/26/2017	Wed	00:00	12:42	12 Hrs 40 Mins	1884 Main Street, Green Bay, WI 54318	Home	
04/26/2017	Wed	12:43	13:38	0 Hrs 54 Mins	Travel	Travel	
04/26/2017	Wed	13:39	22:52	9 Hrs 12 Mins	830 South Street, Green Bay, WI 54302	Work	
04/26/2017	Wed	22:53	23:40	0 Hrs 47 Mins	Travel	Travel	
04/26/2017	Wed	23:48	23:59	0 Hrs 10 Mins	1884 Main Street, Green Bay, WI 54318	Home	
04/27/2017	Thu	0.00	12:45	12 Hrs 44 Mins	1884 Main Street, Green Bay, WI 54318	Home	
04/27/2017	Thu	12:45	13:31	0 Hrs 46 Mins	Travel	Travel	
04/27/2017	Thu	13:32	22:44	9 Hrs 12 Mins	830 South Street, Green Bay, WI 54302	Work	
04/27/2017	Thu	22:45	23:41	0 Hrs 46 Mins	Travel	Travel	
04/27/2017	Thu	23:42	23:59	0 Hrs 17 Mins	1884 Main Street, Green Bay, WI 54318	Home	
04/28/2017	Fri	00:00	12:13	11 Hrs 13 Mins	1641 Smith St, Green Bay, WI 54302	Home	
04/28/2017	Fri	12:14	12:23	0 Hrs 9 Mins	Travel	Travel	
04/28/2017	Fri	11:24	12:40	1 Hrs 16 Mins	1818 Peaceful Lane, Green Bay, WI 54302	Treatment Center	Inclusion Zone - 11:24 AM
04/28/2017	Fri	12:41	13:26	0 Hrs 45 Mins	Travel	Travel	
04/28/2017	Fri	13:27	22:36	9 Hrs 16 Mins	830 South Street, Green Bay, WI 54302	Work	
04/28/2017	Fri	22:37	23:35	0 Hrs 58 Mins	Travel	Travel	
04/28/2017	Fri	23:36	23:59	0 Hrs 23 Mins	1641 Smith St, Green Bay, WI 54302	Home	
04/29/2017	Sat	00:00	23:59	23 Hrs 59 Mins	1884 Main Street, Green Bay, WI 54318	Home	

Set report parameters to quickly identify client stop and travel patterns.

Stop Locations. Officers can click on a stop location and immediately see whether it is currently a defined location (such as work, home, school) or is undefined. As displayed in the following image, the location point includes the physical address, the Google street view image of that location, latitude/longitude coordinates, how the location point was acquired, and how long the offender was at that location.



SCRAM GPS Analytics automatically plots points quickly so that officers have a snapshot of travel patterns and can identify concerning behavior patterns in seconds.



Zoom down using Google Maps to see exactly where the client was and for how long.

Pattern of Life (POL) Mapping

An enhanced version of the GPS Stop Patterns analytics, POL mapping gives officers instant access to details on client movement by summarizing GPS location points by category, giving insight within minutes on a client's typical travel pattern.

Mapping Categories. POL puts each point into one of ten categories allowing a quick overview of where clients are spending their time. The categories help officers to quickly analyze future stops and diversions from a client's typical travel pattern.



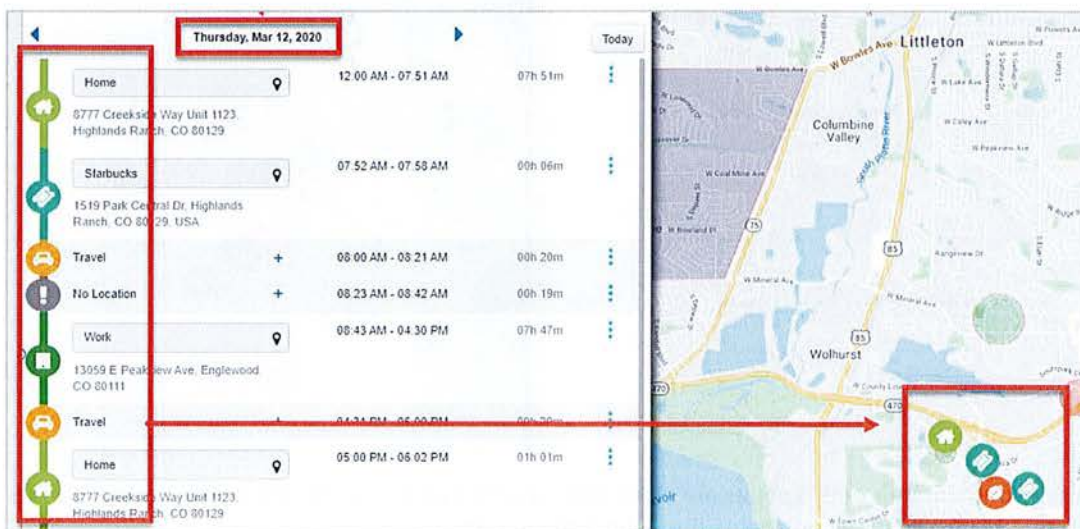
Mapping categories provide quick insight as to where clients are spending their time.

Travel Details. Each stop includes the address, arrival/departure time, and the total time spent at each location.

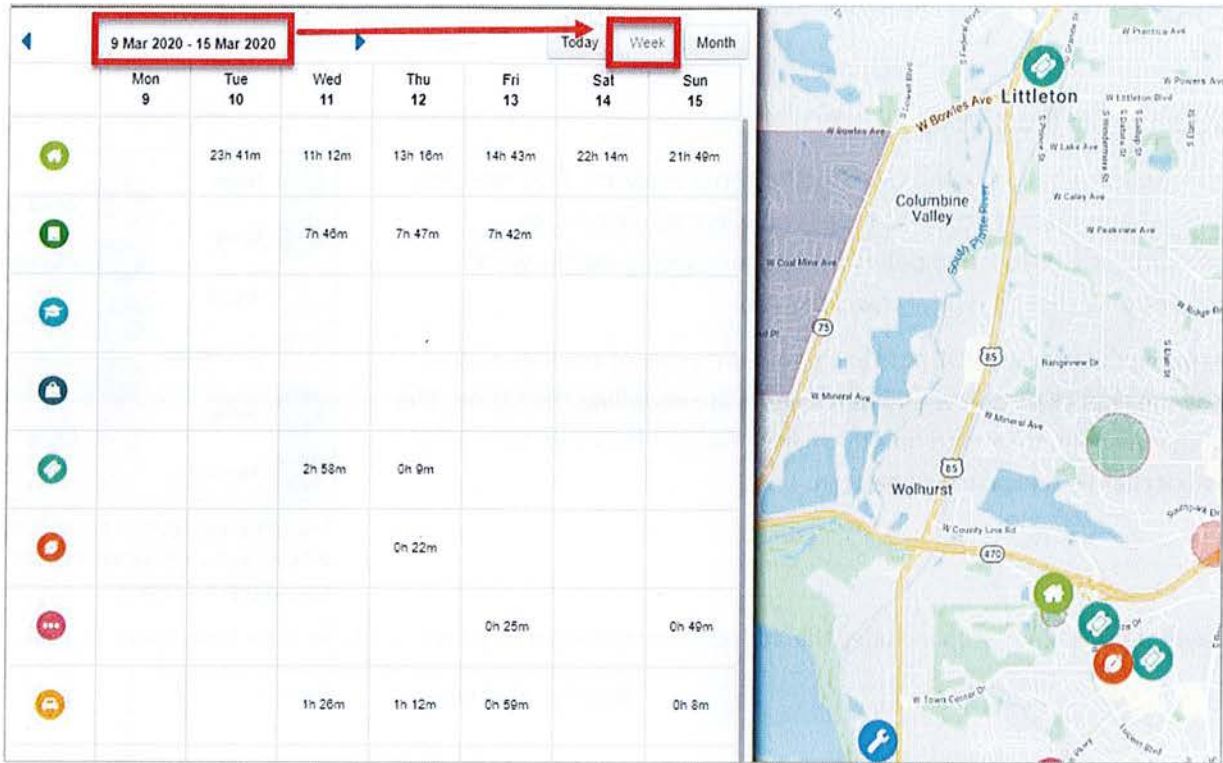
	Home	05:00 PM - 06:02 PM	01h 01m	⋮
877 Creekside Place #123, Highlands Ranch, CO 80129				
	Travel	-	06:03 PM - 06:09 PM	00h 05m
Begin: Home End: Nick's Auto Shop				
	Nick's Auto Shop	06:10 PM - 06:47 PM	00h 37m	⋮
123 Main Street, Littleton, CO 80125, USA				

Officers can see the travel details between stops with a click of a button.

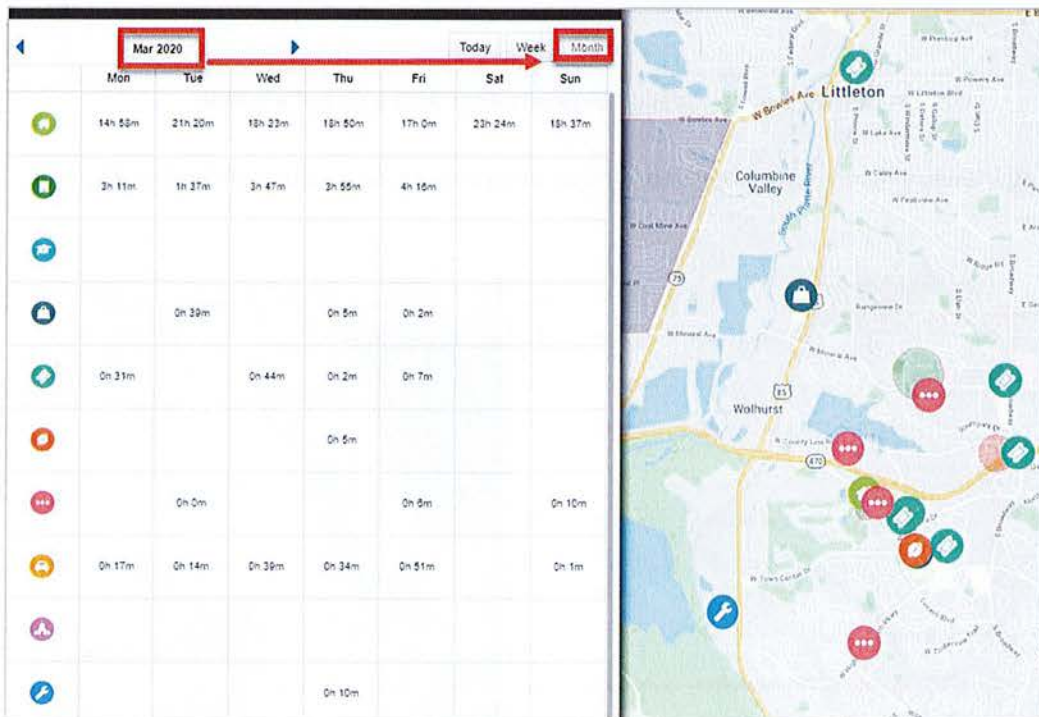
POL Mapping Views. Officers have access to various mapping options such as daily, weekly, and monthly views.



The Daily Activity Summary shows all stop and travel details for a particular day.



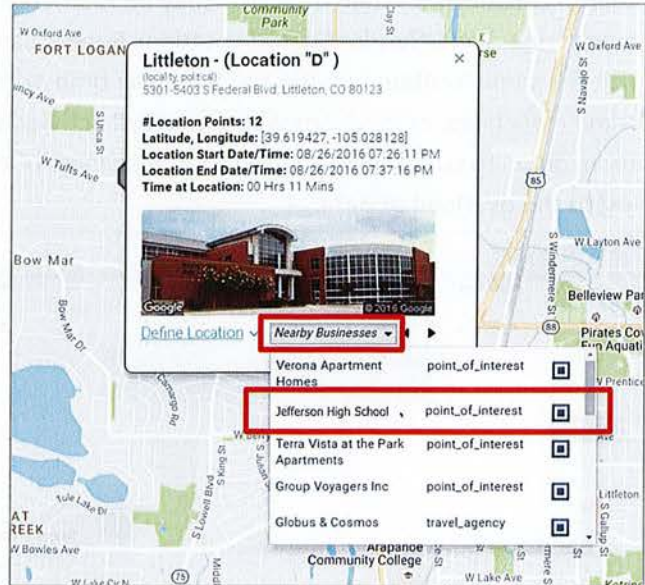
Officers can easily assess icons and patterns to quickly determine where a client spends most of their time. In this Weekly Activity Summary, it is easy to see that the client did not work and spent most of their time at home, with a few short recreation and social outings on Wednesday and Thursday of the week.



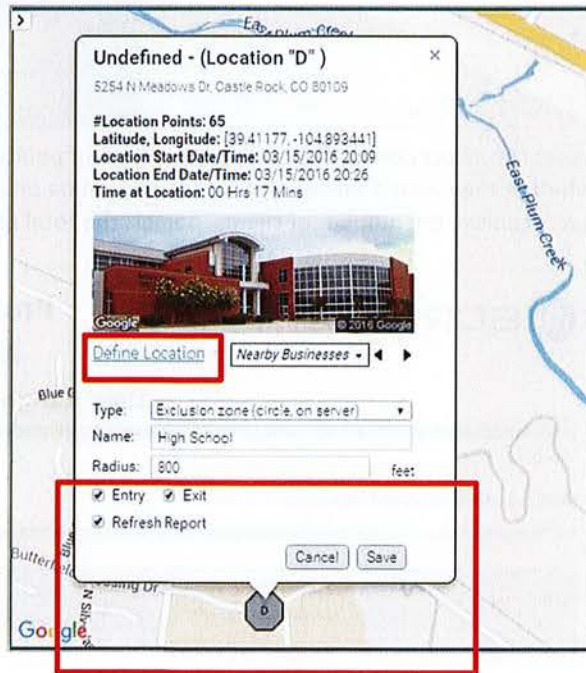
Thirty days of thousands of GPS points are nicely captured for a clear pattern of behavior that tells a fact-based story of the client's whereabouts throughout the month.

Defining a Location. If an officer does not know what is at that location, they can click on the “Nearby Businesses” link, and any business registered with Google within 150 meters of the plotted point will populate so that the location can be accurately labeled. Additionally, users can click on the image and see the Google street view image and use the information windows, which provide details about the location (such as name of business/location, address, phone number, website, and street view images). All locations defined within GPS Analytics will be defined across all offenders on their caseload, so that officers will only need to define it once.

If the location is known, users simply click on the “Define Location” link and label the location.



New Zones Based on Travel Patterns. Many officers like to adjust and add new inclusion, exclusion, or notification zones based on what they observe in the offender’s normal travel patterns. Through GPS Analytics, officers can quickly and efficiently drill down to a location of interest and have the option to define it as a known location (ex. girlfriend’s house); or create a new inclusion, exclusion, or notification zone, all from reviewing travel patterns identified by the software.



Shared Locations. Certain offenders may be restricted from associating with each other while on GPS monitoring. The Offender Shared Locations Report can be used to identify when multiple offenders visit the same location (whether at the same time or not), which may help identify parole violations, crime associates, or locations where criminal activity is taking place. With Google Maps, the officer can zoom down to street level and see a detailed view of the location. This report shows trends previously lost in the overload of data.

GPS Analytics

Report Type: Offender shared locations

Start Date: 03/01/2017

End Date: 03/15/2017

Minimum Points at Location: 5

Offender(s): Select All

- Wilma Wales
- Reed Redrick
- Darrin Devries
- Gloria Germaine

Only Locations Visited at Same Time

Run Report

Legend

Address	Offender	Count	Duration	Date / Time
1818 Brooklyn Ave, Santa Maria, CA 93455	Wilma Wales	1	12 Mins	03/03/17 01:16PM
1818 Brooklyn Ave, Santa Maria, CA 93455	Reed Redrick	1	17 Mins	03/03/17 01:27PM
1818 Brooklyn Ave, Santa Maria, CA 93455	Darrin Devries	1	24 Mins	03/03/17 02:19PM
1818 Brooklyn Ave, Santa Maria, CA 93455	Madeline Morrison	1	47 Mins	03/05/17 01:27PM
1818 Brooklyn Ave, Santa Maria, CA 93455	Arturo Alister	1	16 Mins	03/05/17 04:14PM
1818 Brooklyn Ave, Santa Maria, CA 93455	Gloria Germaine	1	8 Mins	03/05/17 04:33PM

Users can select clients, the minimum number of points at a location together (in this case five points), and whether they visited these points at the same time or at different times. When resting the cursor over the point, users can see the number of clients, names, the total points together at that location, and the address.

SCRAMNET | GPS

Proximity Report

Account: POC

Date Range: 10/20/2019 - 11/1/2019

Account : POC

Address : 1035 Windward ridge pkwy

Printed by : Iruku MakangaSA

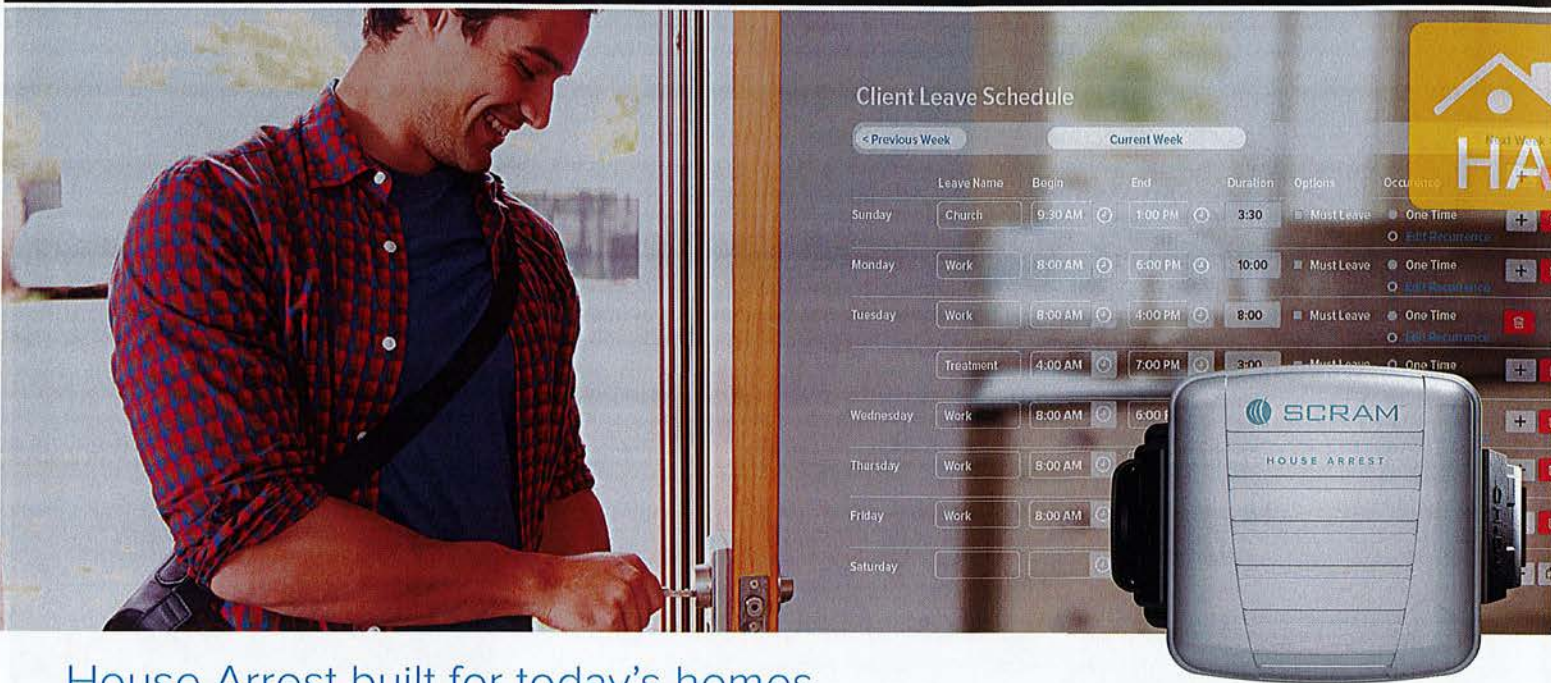
Proximity Range : 500

Offender	Date / Time of First Location Point	Date / Time of Last Location Point	Time in Proximity
13570 Iruku	10/30/19 09:21:14 AM	10/30/19 03:47:13 PM	6 hours 25 minutes
13570 Iruku	10/29/19 09:22:19 AM	10/29/19 04:24:18 PM	7 hours 1 minutes
13570 Iruku	10/23/19 09:34:02 AM	10/28/19 05:13:23 PM	127 hours 39 minutes
13570 Iruku	10/22/19 10:17:06 AM	10/22/19 04:24:05 PM	6 hours 6 minutes
13570 Iruku	10/21/19 09:35:12 AM	10/21/19 05:07:10 PM	7 hours 31 minutes

This report indicates the proximity of a client to a specific address (or latitude/longitude location) over a defined time period in sequence. This GPS client tracking data is available at any time from the web-based dashboard and can be compared by date and location to crime incident data collected by local law enforcement agencies.



A flexible home curfew system with reliable tamper technology



House Arrest built for today's homes.

SCRAM House Arrest® is an effective home curfew monitoring solution for low-risk offenders, providing required supervision while allowing clients to remain accountable for their actions. Optimized to work with today's home communications, the House Arrest system can transmit data through traditional landline, cellular, Ethernet, or Wi-Fi and fully integrates with all of SCRAM Systems' technologies on the SCRAM Optix™ software platform.

SCRAM House Arrest is ideal for:

- Community corrections
- Domestic and family caseloads
- Bail and sentencing reform
- Prison and jail overcrowding



Bracelet Features

- Waterproof design
- Multiple anti-tamper systems
- 30-second installation process
- One-year field-replaceable battery



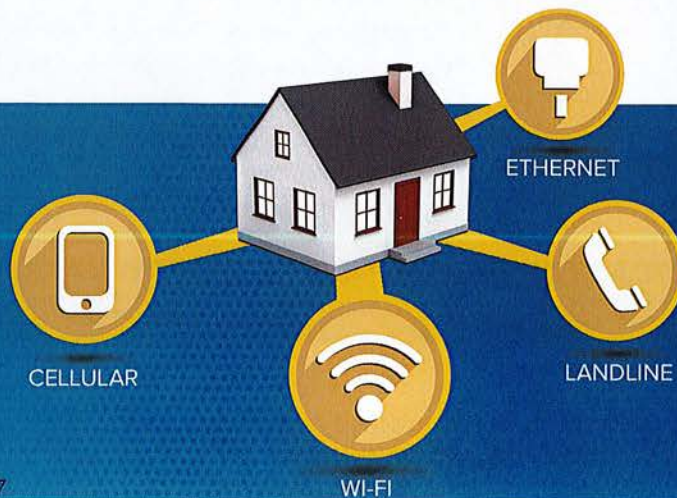
Wireless Base Station Features

- Multiple connectivity options
- Smallest base station on the market
- 24- to 48-hour backup battery life
- Digital LCD Display

Connection Technology Designed to Work in Any Home

In today's homes:

- Less than 50% have a landline
- Nearly 75% have internet
- Almost 40% are wireless only



Software & Mobile Solutions

Client Accountability with SCRAM TouchPoint™

- Improves client engagement while making SCRAM electronic monitoring programs more efficient
- Secure, real-time messaging, and mobile check-ins help clients successfully complete the terms of their supervision



Caseload Management with SCRAM Optix™

- Streamline officer workflows by allowing them to manage their entire SCRAM electronic monitoring caseload with a single login
- Search for clients, view and work alerts, and run advanced reports and interactive program analytics

Flexible Options

House Arrest for Any Client

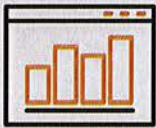
- Works in any home, office, or location with electricity, without the need to install new communication systems
- Variable range and leave window settings can be easily set by agents to accommodate varying proximity distances and configurable schedules



Analytics & Reports

Dynamic and Interactive Program Insights

- Integrated analytics powered by Microsoft® PowerBI® provide comprehensive, actionable reports
- Filter by criteria such as monitoring type, date ranges, and locations to visualize performance across all caseloads
- Generate and view a variety of reports including client monitoring and compliance, inventory, alert analysis, and more



Customer Support

Providing Help 24/7

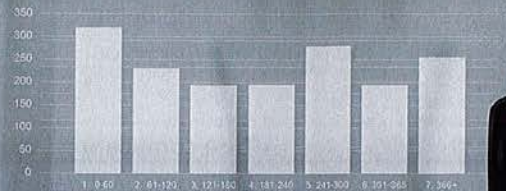
- Customer support via phone, email, or online chat available around the clock
- Personalized support built on collaborative relationships
- Comprehensive court support including proper documentation and court reports
- Automated visibility into inventory with built-in tools to manage devices
- Dynamic web-based and in-person training courses





CLIENT COMPLIANCE REPORT

355 Clients Monitored	99% Daily Compliance %	296 Completed Clients	17,304 Days Monitored
---------------------------------	----------------------------------	---------------------------------	---------------------------------



SCRAM Continuous Alcohol Monitoring

The world's most trusted and widely used alcohol monitoring solution

SCRAM CAM® provides 24/7 continuous, transdermal testing for your mid- to high-risk alcohol clients. By automatically sampling the wearer's perspiration every 30 minutes, SCRAM CAM eliminates testing gaps and supports true accountability.

Reliability

- No testing windows, no missed tests, no missed drinking.
- Single-source admissible—no secondary tests required.
- Alerts are subject to rigorous data analysis before confirmation.
- The **only** transdermal system where the technology and confirmation criteria are independently tested, peer-reviewed, published, and court-validated.

- Continuous, automated, 24/7 sample collection.
- Automatically samples Insensible Perspiration every 30 minutes.
- Industry-leading anti-tamper technology.
- Optional RF/House Arrest monitoring in the same bracelet.
- Automatic data uploads.
- No in-person, supervised testing.



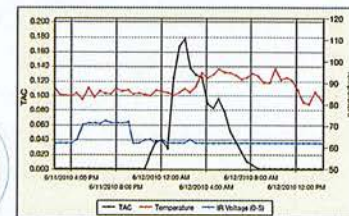
Automated testing
48 times a day



Automatic
downloads

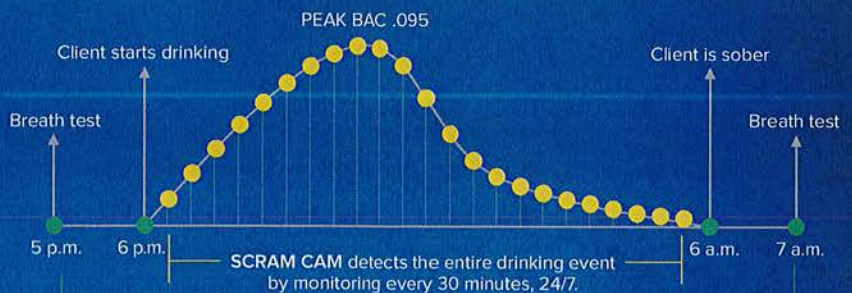


CELLULAR
WIRELESS
ETHERNET
LANDLINE



Continuous Testing Ensures True Compliance

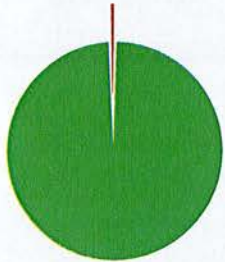
Alcohol metabolizes quickly, which means clients can drink around EtG and breath tests.



Random tests can easily miss drinking events.

SCRAM CAM is proven to increase compliance and modify long-term behavior.

SCRAM CAM programs have been shown to actually change behavior, both during monitoring and subsequent to the period of supervision.



Daily Compliance*:

99.4% ● Compliant
0.6% ● Noncompliant

* Rate of violations on any given monitoring day

- **True compliance**—99.4% of SCRAM CAM clients are completely sober and compliant each and every day. No drinking, no tampering.
- **Behavior modification**—Studies show as much as a 45% decrease in DUI recidivism for repeat, high-risk offenders who wear SCRAM CAM more than 90 days vs DUI offenders who were not monitored with CAM.
- **Deterrence**—88% of participants report that SCRAM CAM deterred them from drinking.



SCRAM Optix™

- **Manage all SCRAM clients**, on all technologies, from a single platform with a single login.
- **Robust dashboards and customizable reporting and analytics**—by agent, department, or for an entire program.
- **Accessible 24/7 from any location** via any computer, smartphone, or tablet with Internet access.

What Sets Us Apart: The SCRAM of California Difference

Not all service providers are alike. **SCRAM of California** is a public safety-first organization. With office locations and mobile support teams throughout California, Nevada, Arizona, Hawaii, and Idaho, we hold the designation of being a **SCRAM Systems Preferred Partner**, and we are the largest SCRAM Systems provider in the Western U.S. Our staff, our team, and the diversity of our technology offerings go above and beyond the industry standard. We partner with courts and agencies to maximize efficiencies and results while minimizing the time and resources spent on the administration of your program.

- ✓ Comprehensive offender case management
- ✓ 24/7 monitoring center operations **and** 24/7 customer and client support
- ✓ Full-service, customizable client-pay programs
- ✓ The most experienced court support team in the U.S.
- ✓ Unsurpassed product and program training—online, in-person, ongoing
- ✓ A dedicated court liaison for every program
- ✓ Inventory management
- ✓ Our Quality Assurance and Compliance Program



We operate 23 office locations plus mobile support teams throughout the state of California and the Western region.

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(619) 237-0300 | scramca.com

Client: Lou, Lightswitch
Case Number: Test
Date of Birth: 5/22/1985
CAM Bracelet Number: 83587

Agency: Test Agency
Agent: Johnson, Steve
Court: Test Court

Alert Status

Not Confirmed.

Data Interpretation

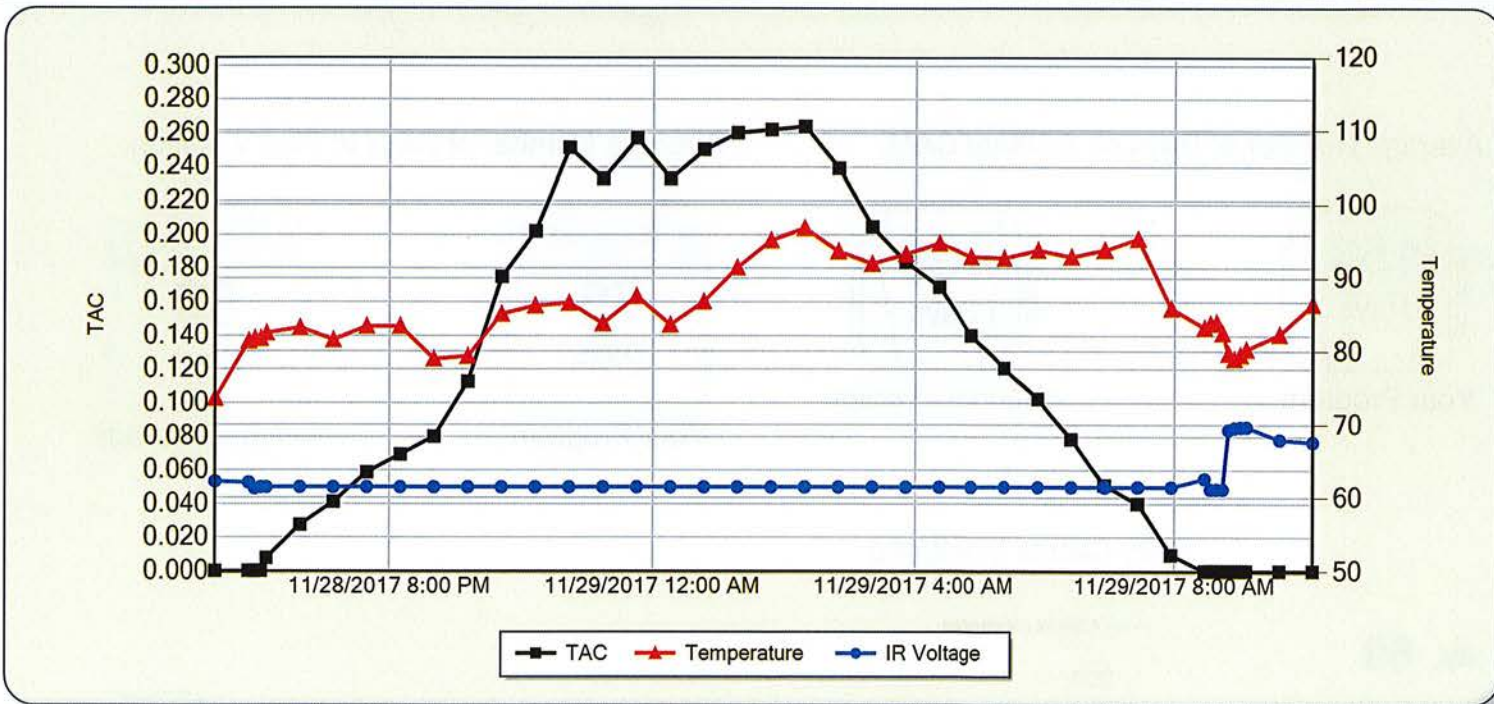
The Transdermal Alcohol Concentration (TAC) readings are the black line and are represented on the scale to the left of the graph. The Infrared (IR) readings are identified on the light blue line and the temperature readings are displayed on the red line and represented by the scale on the right of the graph.

Confirmed Consumption

Alcohol detections confirmed as consumption identify the Transdermal Curve and include both the presence of absorption to the peak with an absorption rate less than 0.10% per hour, and the presence of elimination with an elimination rate less than or equal to 0.035%

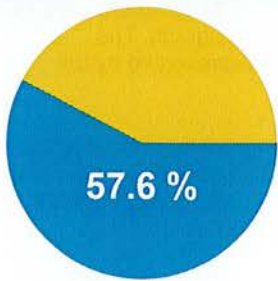
The graph below isolates the confirmed alcohol consumption event.

Overlay Graph

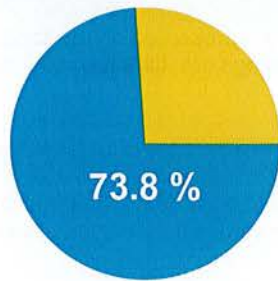


Continuous Alcohol Monitoring	429 CAM Clients	8 CAM + HA Clients	1 Both CAM & CAM + HA	243 Completed Clients	43,629 CAM Days Monitored	552 CAM + HA Days	98.9% Sober Days Total
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Overall Program Compliance

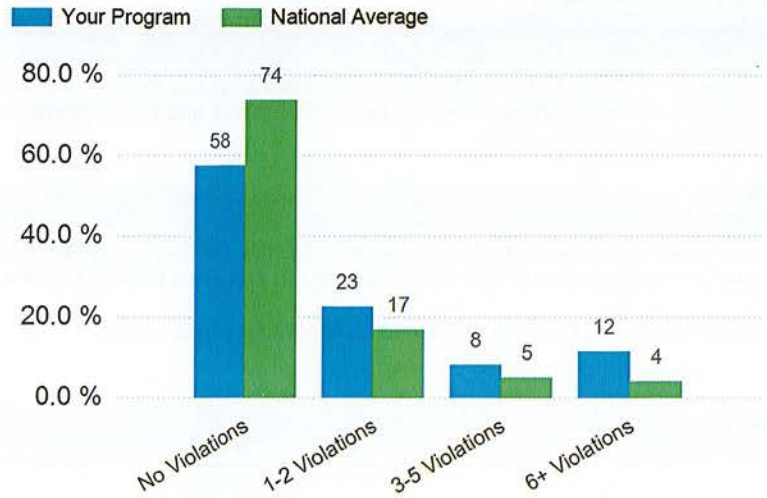


Your Program



National Average

Percentage of Participants by Confirmed Violations



Average Number of Days on SCRAM CAM



Your Program

VS



National Average

Average Number of Days to First Violation



Your Program

VS



National Average

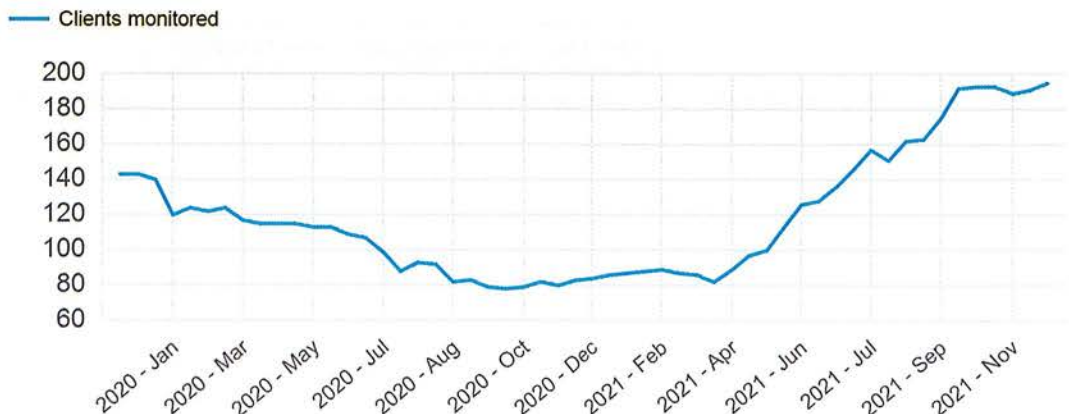
Daily Clients Monitored

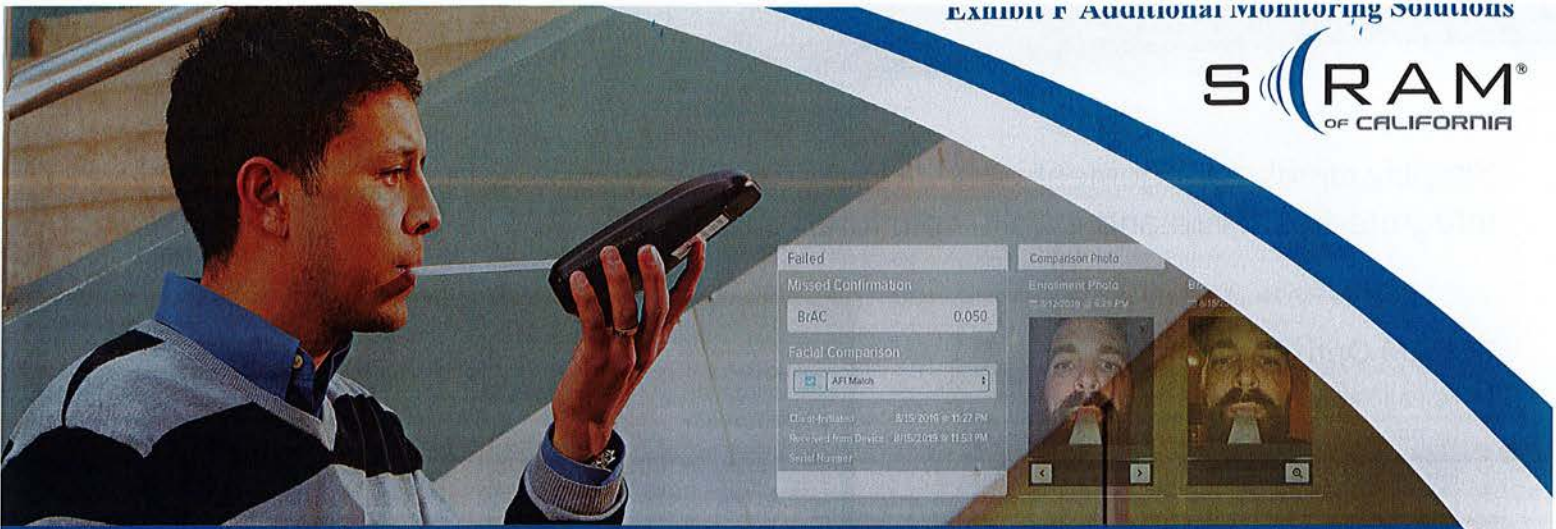
69

Client Net Loss/Gain Last 6 Months

112

Client Net Loss/Gain Last 12 Months





SCRAM Remote Breath®

Mobile breath alcohol testing built to meet the needs of community corrections

SCRAM Remote Breath® provides handheld, portable breath alcohol monitoring with options for scheduled, random, and on-demand testing. For your lower-risk clients or those who have earned less intensive monitoring.

Features

- Immediate notification of BrAC and client ID results
- Ethernet capability enables enrollment anywhere with Internet access
- GPS location with *both* taken and missed tests
- Flexible testing schedules
- Device automatically turns on and prompts client to test
- STORE & FORWARD technology ensures all test results and data are captured and reported
- Optional client text reminders improve compliance
- Rugged, built for corrections
- Proven fuel cell technology with ability to test down to 0.00 BrAC
- Easy to carry, easy to use



Automated Facial Intelligence™ Decreases Manual Photo Review by 90-95%

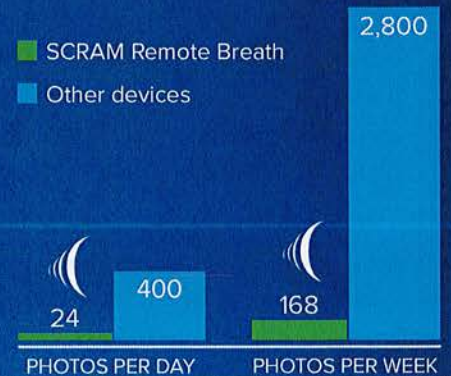
- Facial authentication software provides real-time client verification—not just photos
- Significantly reduces manual matching of photos
- High resolution camera ensures clear, quality images
- Smart technology further improves matches by automatically prompting clients to retake tests with poor photos

AFI Identifies Circumventions



Remote Breath caught mismatched photos. Client admitted to having his cousin take his scheduled test.

Workload Reduction

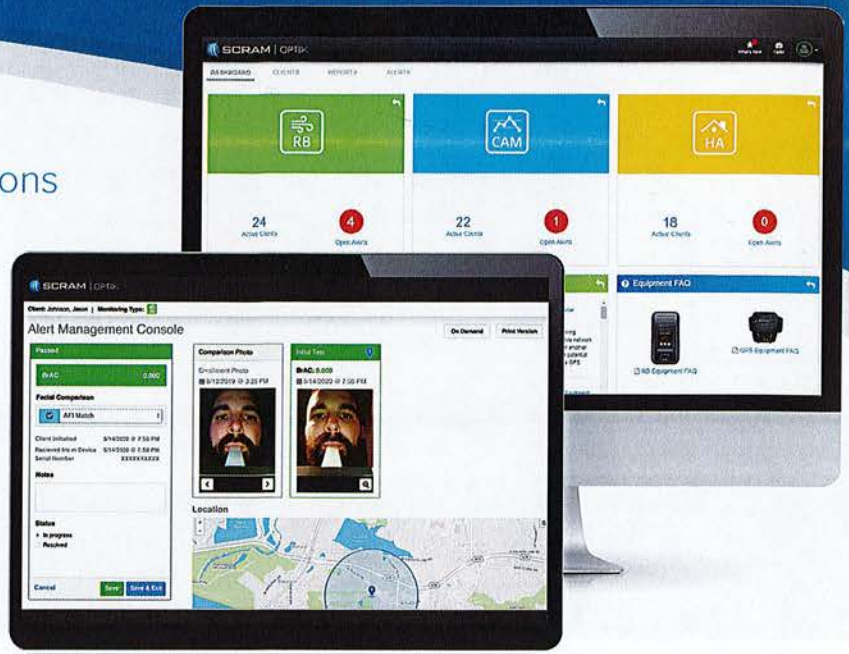


Industry comparison of manual photo matching in an average program.

Simplify client management with integrated software and mobile solutions

SCRAM Optix™

- Manage all SCRAM Systems clients, on all technologies, from one platform with one login
- Integrated reporting illustrates key program metrics, turning data into insights
- SCRAM Interactive Program Analytics provide in-depth, configurable analysis of your program's health



Mobile Client Management

- Manage Remote Breath clients anytime, anywhere
- Receive instant notification of alcohol events, missed tests, and attempted circumventions
- Resolve alerts, add notes, and send on-demand breath tests on-the-go, 24/7
- Call clients with a single tap and view a client's address or testing location in Google Maps

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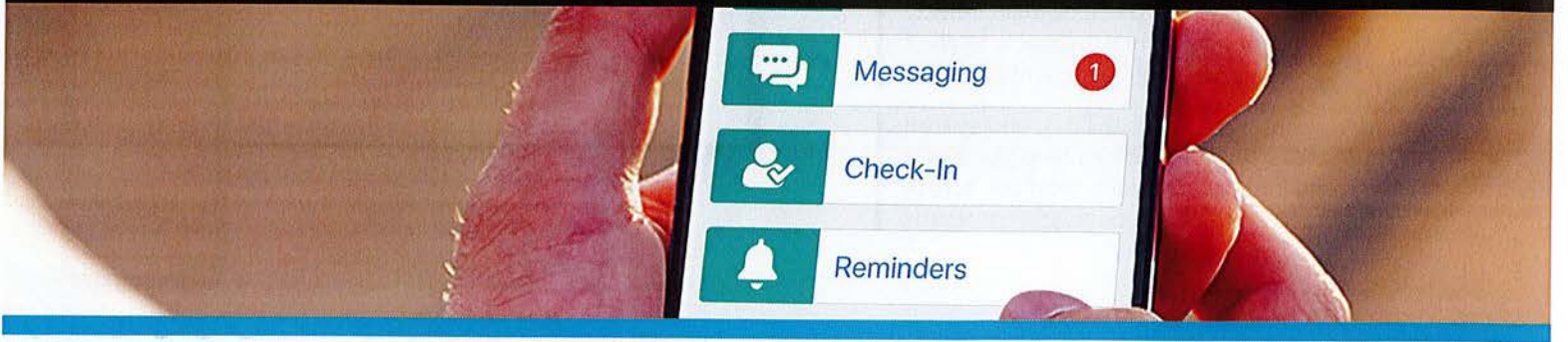
- ✓ Comprehensive offender case management
- ✓ 24/7 monitoring center operations **and** 24/7 customer and client support
- ✓ Full-service, customizable client-pay programs
- ✓ The most experienced court support team in the U.S.
- ✓ Unsurpassed product and program training—online, in-person, ongoing
- ✓ A dedicated court liaison for every program
- ✓ Inventory management
- ✓ Our Quality Assurance and Compliance Program



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Smartphone-based supervision tool for better client engagement, communications.

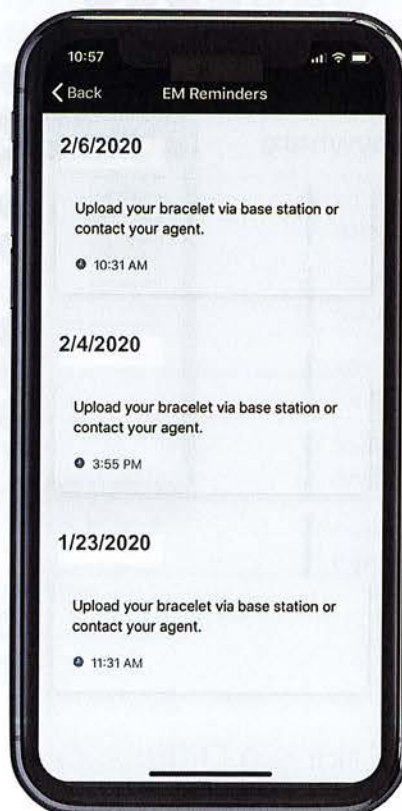


Stay connected. Stay safe.

- No touch, remote activation
- Simple and familiar interface
- Frequent and consistent client contact
- Enhance contact with current EM clients
- Use as a standalone tool
- Logs engagement for easy reference and reporting
- Reduces time spent per client
- Reduces technical violations
- Increases program compliance



Two-Way Messaging



Automated Monitoring Reminders



Mobile Check-Ins

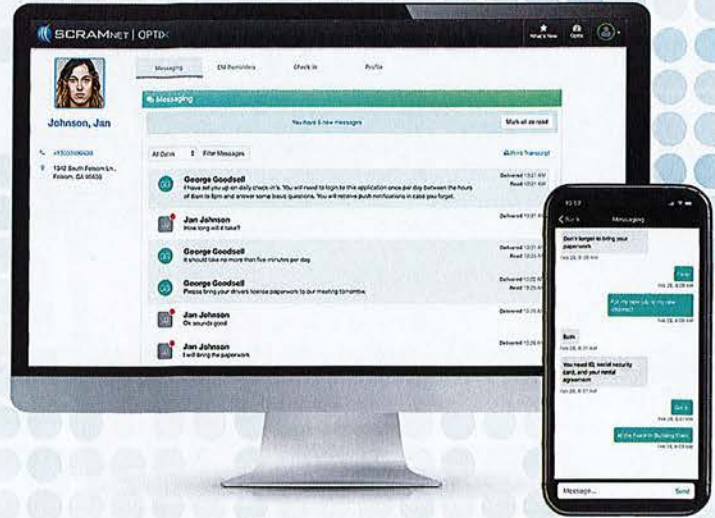
Secure, Real-Time Messaging

Text-like messages support effective two-way responses between you and your clients

Read receipts ensure you know when clients open and view messages

Text-to-All feature allows you to simultaneously send important announcements to all or a portion of your client caseload

Stored transcripts, print capabilities, and shared messaging permissions help you easily manage client communications across workloads and caseloads



Upload your bracelet via base station or contact your agent.

3:55 PM



Automatic Reminders Promote Compliance

Push notifications prompt clients to take action on the most common electronic monitoring tasks

Reminders on upcoming appointments and obligations help clients meet their supervision requirements

Saves officers up to 42 min/per client/per month to focus on the tasks and alerts that matter most

Client Check-Ins Anytime, Anywhere

Scheduled or on-demand check-ins directly from the client's smartphone

Program-configured questions verify or capture updates on key information

Automated Facial Intelligence™ saves staff time by providing real-time client verification

Receive a GPS point and client photo with each check-in for additional insights into a client's response

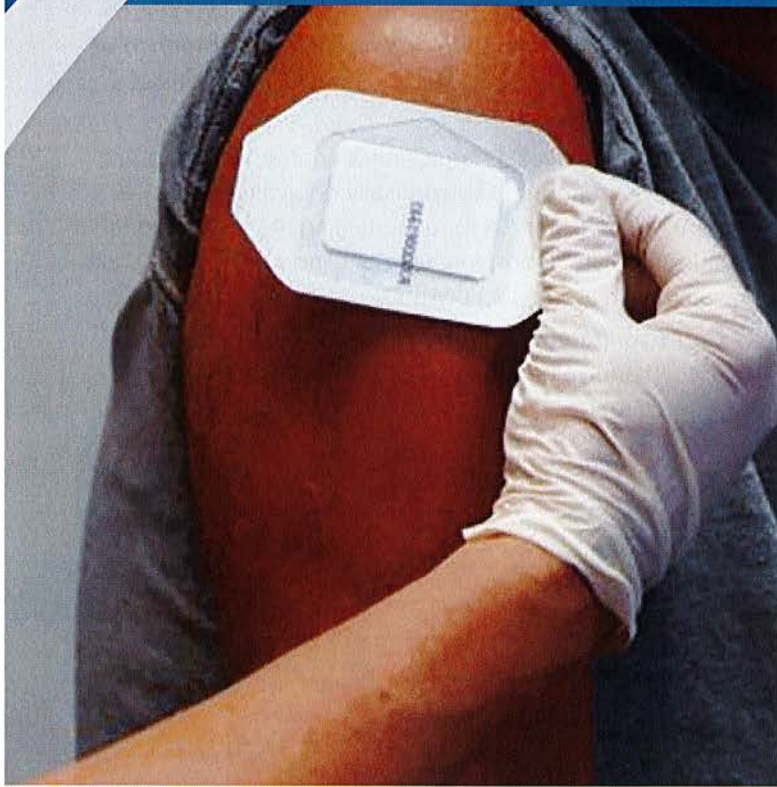
Review client responses and updates directly in the SCRAM dashboard



Making a Difference

Substance Abuse Testing Solutions

24/7 transdermal drug testing, from PharmChem, Inc.



The PharmChek® Drugs of Abuse Sweat Patch—the economical, more reliable alternative to urine testing for cocaine, opiates, amphetamines, PCP, and marijuana.

Features:

- Continuous, 24/7 sample collection and storage—no missed testing windows, no missed drug use
- Tamper-evident—cannot be diluted or adulterated
- Fast installation
- Allows for normal activities such as bathing, swimming, and exercise
- FDA-approved
- Independently tested and court-validated
- Noninvasive, no supervised testing
- Continuous sample collection functions as a deterrent to drug use

24/7 Transdermal Drug Patch VS Urine Testing

- Detects the drug metabolite **and** the parent drug
- Can't dilute, substitute, or adulterate without detection



- Continuous testing eliminates "windows" of detection, which vary with each drug
- Testing is automated and continuous—that means no missed or delayed tests, no supervision
- Each patch lasts up to 14 days

- Invasive
- Requires same gender supervision
- Every drug has a different window of detection—must test every 2 to 3 days for reliability
- Supervised visits every 2 to 3 days vs. every 2 weeks
- Detects only the metabolites—you can't distinguish between drugs such as heroine and codeine because they have the same metabolites



Continuous testing and storage, for your drug-involved clients.

How It Works

- The PharmChek Sweat Patch captures Insensible Perspiration, which is the uncontrolled excretion of sweat through the skin.
- The patch includes a polyurethane film, which is a semi-permeable membrane that allows small molecules such as oxygen, carbon dioxide, and water vapor to pass through the patch, leaving the skin healthy and sterile.
- Large molecule substances, such as drugs, are trapped in the absorption pad portion of the patch.
- Removal is easy. The patch is packaged with PharmChem-provided bags, and each patch is stamped with a unique number to ensure chain-of-custody.



Tamper Detection

- Because of the semi-permeable covering, any attempt to adulterate or remove the patch is clearly visible when the client reports for removal. Once removed it cannot be reapplied.

What Sets Us Apart

SCRAM of California is a public safety-first organization dedicated to delivering swift and certain monitoring programs using the best products and technologies. With 23 office locations and mobile support teams throughout Arizona, California, Nevada, Idaho, and Hawaii, we are the largest provider of SCRAM and substance abuse monitoring technologies in the Western U.S. We specialize in partnering with courts and agencies to deliver evidence-based programs that maximize efficiencies and results while minimizing the time and resources spent on the administration of your program.

Reliability

- **No environmental contaminants.** In comprehensive studies of the semi-permeable membrane, which allows for the transfer of water vapor and gases to the skin, drugs were applied to the exterior of the patch and subsequently collected and analyzed. **No drugs were found in any of the testing.**
- **No windows of detection.** The PharmChek Drug Patch is **continuously sampling and retaining all evidence of drug use**, meaning no testing windows and no missed drug use.
- **No false positives.** PharmChem's contract laboratory employs procedures substantially equivalent to those required by SAMHSA for urine testing. As an additional safeguard, the laboratory utilizes blind quality assurance samples in the testing process.
- **Court-validated.** PharmChek sweat patch has been upheld and validated as reliable in all 50 state and federal courts.

	Standard Panel	Optional Expanded Panel
Methamphetamine	X	X
Cocaine	X	X
Opiates	X	X
Phencyclidine	X	X
Marijuana	X	X
Hydrocodone (Vicodin)		X
Hydromorphone (Dilaudid)		X
Oxycodone (OxyContin®)		X
Oxymorphone (Opana)		X



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Appendix A – Minimum Qualifications Checklist

Complete this form and attach it to your firm's Proposal

I, **Danny Prokosch**, am a Vice President of Business Development at **SCRAM of California** and am authorized to execute this Certification on its behalf.

Minimum Qualifications

Proposals will be accepted only from firms that meet the following required qualifications:
Please check box if your firm meets these qualifications:

- Proposer has been providing electronic monitoring services for a minimum of four (4) years within the last six (6) years

Required Registration

Please check box to indicate your firm is registered with the System for Award Management (SAM).

Proposer is required to be in good standing with <https://sam.gov/SAM/>

- Registered as SCRAM of California, Inc.

DUNS No. : 965693679

I certify that the foregoing information is true and correct as of the date of

this Certificate.

Signature: _____



Date: February 10, 2022



PROBATION DEPARTMENT COUNTY OF SAN MATEO

March 16, 2022

John T. Keene
Chief Probation Officer

Bonnie MacAskill
Assistant Chief Probation Officer

Michelle Kozul
Deputy Chief Probation Officer
Juvenile and Institutions Services

Michael Leon
Deputy Chief Probation Officer
Adult and Pretrial Services

Christopher Abalos
Deputy Chief Probation Officer
Administrative Services

Hong Liu
Deputy Director
Administrative Services

222 Paul Scannell Drive
San Mateo, CA 94402
650-312-8816 T
650-312-5597 F
<http://probation.smcgov.org/>

SCRAM of California, Inc.
Attn: Danny Prokosch, Vice President Business Development
555 W. Beech Street, #400
San Diego, CA 92101

Dear Mr. Prokosch,

The San Mateo County Probation Department is pleased to inform you that SCRAM of California has been chosen as the provider in response to the Request for Proposals PROB 2022-001 for Electronic Monitoring. The award amount will be finalized during contract negotiations.

The term of the contract shall be for three years, beginning July 1, 2022 through June 30, 2025, with an evaluation of the program's progress toward identified goals and objectives on a quarterly basis.

Management Analyst Melissa Larrarte will be in contact with you the week of March 28, 2022 to begin the negotiations process and, if necessary, schedule a time to meet via Microsoft Teams. Should you have any questions, please do not hesitate to contact Melissa Larrarte directly via email at mlarrarte@smcgov.org.

We look forward to the continued partnership in the coming years.

Sincerely,

John T. Keene
Chief Probation Officer



County of San Mateo

Inter-Departmental Correspondence

Department: PROBATION

File #: 22-446

Board Meeting Date: 6/14/2022

Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: John T. Keene, Chief Probation Officer

Subject: Agreement with SCRAM of California Inc., to provide electronic monitoring services to adult and juvenile probationers and to defendants in Pretrial Services.

RECOMMENDATION:

Adopt a resolution authorizing an agreement with SCRAM of California Inc. to provide continuous alcohol monitoring (CAM), global positioning system (GPS), and house arrest services to adult and juvenile probationers and to defendants in Pretrial Services for the term of July 1, 2022 through June 30, 2025, in an amount not to exceed \$600,000.

BACKGROUND:

In March 2022, the Probation Department completed an RFP process and selected SCRAM of California Inc. as the vendor to provide the necessary electronic monitoring services (house arrest, CAM, and GPS) to adult and juvenile probationers and to defendants in Pretrial Services.

The Probation Department protects the public by providing safe, humane, and cost-effective services for adult and juvenile offenders. SCRAM of California Inc. will provide these electronic monitoring services to juveniles as an alternative to detention, as well as adults in Specialty Court Programs (Multiple Driving Under the Influence Court, Veterans Treatment Court, and Military Diversion), Pretrial Services, and Sex Offender supervision. Electronic monitoring has been proven to be an effective alternative to detention for individuals in the criminal justice system.

In recent months, there are approximately 20 juveniles and 45 adults on electronic monitoring. The Department estimates 80 juveniles and 90 adults will need electronic monitoring per year. Juveniles are in the program for approximately 3 months, while most adults are monitored for approximately 6 months.

DISCUSSION:

Through this agreement, SCRAM of California Inc. will provide electronic monitoring services to adult and juvenile probationers and to defendants in Pretrial Services. SCRAM of California Inc. will support the department via onsite and web-based trainings, installation and maintenance of

equipment, file and client management, and data reporting.

The County Attorney has reviewed and approved the resolution and agreement as to form and content.

PERFORMANCE MEASURES:

Measure	FY 2022-23 Target	FY 2023-24 Target	FY 2024-25 Target
Percent of probationers or Pretrial defendants on CAM without any confirmed violations	70%	70%	70%
Percent of probationers or Pretrial defendants on house arrest without any confirmed violations	70%	70%	70%
Percent of probationers or defendants on GPS without any confirmed violations	70%	70%	70%

FISCAL IMPACT:

The term of this agreement is from July 1, 2022 through June 30, 2025. The total funding is \$600,000 (\$200,000 per Fiscal Year), funded by the Office of Traffic Safety Grant, Pretrial Pilot Program Grant, Substance Abuse Focus Grant, and net county costs. Funds have been included in the FY 2022-23 budget and will be included in the FY 2023-24 and FY 2024-25 budgets.

RESOLUTION NO. 078954

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING AN AGREEMENT WITH SCRAM OF CALIFORNIA INC. TO PROVIDE CONTINUOUS ALCOHOL MONITORING (CAM), GLOBAL POSITIONING SYSTEM (GPS), AND HOUSE ARREST SERVICES TO ADULT AND JUVENILE PROBATIONERS AND TO DEFENDANTS IN PRETRIAL SERVICES FOR THE TERM OF JULY 1, 2022 THROUGH JUNE 30, 2025, IN AN AMOUNT NOT TO EXCEED \$600,000

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, the Probation Department wishes to enter into an agreement with SCRAM of California Inc. to provide global positioning system (GPS), house arrest, and continuous alcohol monitoring (CAM) services to adult and juvenile probationers and defendants in Pretrial Services to ensure compliance with the program requirements; and

WHEREAS, in March 2022, the Probation Department completed a Request for Proposals (RFP) process and selected SCRAM of California Inc. as the vendor to provide necessary continuous alcohol monitoring (CAM), house arrest, and global positioning (GPS) services to both adult and juvenile probationers and to defendants in Pretrial Services; and

WHEREAS, SCRAM of California Inc. will provide these electronic monitoring services to juveniles as an alternative to detention, as well as adults in Specialty Court Programs (Multiple Driving Under the Influence Court, Veterans Treatment Court, and

Military Diversion), Pretrial Services, and Sex Offender supervision. The Department estimates 80 juveniles and 90 adults will need electronic monitoring per year; and

WHEREAS, the Board has been presented with this agreement and has examined and approved it as to both form and content and desires to enter into said agreement.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of the Board is hereby authorized and directed to execute said agreement for and on behalf of the County of San Mateo, and the Clerk of the Board shall attest the President's signature thereto.

BE IT FURTHER RESOLVED that the Chief Probation Officer or designee is authorized to execute contract amendments that modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

* * * * *

RESOLUTION NUMBER: 078954

Regularly passed and adopted this 14th day of June, 2022

AYES and in favor of said resolution:

Supervisors:

DAVE PINE

CAROLE GROOM

DON HORSLEY


WARREN SLOCUM

DAVID J. CANEPA

NOES and against said resolution:

Supervisors:

NONE



President, Board of Supervisors
County of San Mateo
State of California

Certificate of Delivery

I certify that a copy of the original resolution filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.



Assistant Clerk of the Board of Supervisors

Agreement No. Resolution No. 078954

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

This Agreement is entered into this 14 day of June, 2022, 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,

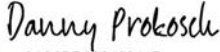
luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability 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.

DocuSigned by:

01C6BD22842941D...
Contractor Signature

5/2/2022 | 11:15 AM PDT
Date

Danny Prokosch
Contractor Name (please print)

COUNTY OF SAN MATEO

By:  Resolution No. 078954
President, Board of Supervisors, San Mateo County

Date: June 14, 2022

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

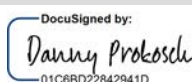
Record Tracking

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

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.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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