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FIRST AMENDMENT TO AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
<NAME OF CONTRACTOR>
FOR THE PROVISION OF
SECURE CONTINUOUS REMOTE ALCOHOL MONITOR
CONTINUOUS ALCOHOL MONITORING SERVICES

THIS FIRST AMENDMENT, made and entered into upon execution of all necessary signatures, is to that certain AGREEMENT Number CML0219 between the parties hereto, hereinafter referred to as the “Agreement” and is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and <NAME OF CONTRACTOR>, a California non-profit corporation, hereinafter referred to as “CONTRACTOR.” This Amendment shall be administered by the County of Orange Social Services Agency, hereinafter referred to as “ADMINISTRATOR.”

WITNESSETH:

WHEREAS, on July 1, 2019, COUNTY and CONTRACTOR entered into an Agreement for the provision of Secure Continuous Remote Alcohol Monitor Continuous Alcohol Monitoring (SCRAM CAM) services, for the period of July 1, 2019, through June 30, 2021;

WHEREAS, COUNTY desires to expand the scope of work to include optional mobile installation services under the terms and conditions set forth in this Agreement; and

WHEREAS, CONTRACTOR agrees to such modified terms and to continue to provide such services under the terms and conditions set forth in this Agreement;

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

1. Subparagraph 13.7 of the Agreement is hereby amended to read as follows:

“13.7 The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made”

2. Subparagraph 13.8 of the Agreement is hereby amended to read as follows:

“13.8 Required Coverage Forms

13.8.1 Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage at least as broad.

13.8.2 Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

13.8.2.1 Business Auto Liability coverage shall be required if CONTRACTOR provides Mobile Installation services as specified in Subparagraph 4.1.22.”

3. Subparagraph 4.1.22 is hereby added to Exhibit A of the Agreement to read as follows:

“4.1.22 CONTRACTOR may choose to provide Mobile Installation services, which shall include the following:

4.1.22.1 CONTRACTOR shall drive to CLIENT's location (e.g., home) to secure SCRAM CAM Bracelet to the CLIENT's ankle and commence monitoring services. SCRAM CAM Bracelet should remain in place until it is removed by CONTRACTOR;

4.1.22.2 Mobile Installation services shall be provided within CONTRACTOR's mobile vehicle or general vicinity. Mobile Installation services shall not be

1 provided in CLIENT's home nor include the transportation of CLIENTS.

2 4.1.22.3 CONTRACTOR shall provide each CLIENT a base station.
3 In the event a CLIENT cannot utilize a standard base station because CLIENT lacks connectivity
4 to transmit data stored in the SCRAM CAM Bracelet to the base station, CONTRACTOR shall
5 require the CLIENT to report in person to the CONTRACTOR's facility a minimum of every three
6 (3) calendar days for the purpose of transmitting data stored in the SCRAM CAM Bracelet to a
7 base station located at CONTRACTOR's facility.”

8 4. Paragraph 19 of the Agreement is hereby amended to read as follows:

9 “19. PAYMENTS

10 19.1 Maximum Contractual Obligation

11 The maximum obligation of COUNTY under this Agreement shall not exceed
12 the amount of \$935,200 or actual allowable costs, whichever is less. The estimated annual amount
13 for each twelve (12) month period is as follows:

14 19.1.1 \$467,600 for July 1, 2019 through June 30, 2020; and

15 19.1.2 \$467,600 for July 1, 2020 through June 30, 2021.”

16 5. All other terms and conditions of the Agreement shall remain the same and in full force and
17 effect.

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WHEREFORE, the parties hereto have executed this First Amendment to Agreement dated March 1, 2019 in the County of Orange, California.

By: _____
NAME
TITLE
ORGANIZATION

By: _____
DIRECTOR
COUNTY OF ORANGE
SOCIAL SERVICES AGENCY

Dated: _____

Dated: _____

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: Carolyn S. Frost
DEPUTY

Dated: 12/19/19