

# Contract Cover Sheet

**Note: Shaded areas are for County Executive review.**

*Res 324  
Significant*

Department Sheriff Office, Clerk of Courts, District Attorney, Human Services	Contract/Addendum #: <span style="font-size: 1.5em; font-weight: bold;">12888</span>																				
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; text-align: left;">Contract</th> <th style="width: 50%; text-align: left;">Addendum</th> </tr> <tr> <td colspan="2" style="text-align: center; font-size: 0.8em;">If Addendum, please include original contract number</td> </tr> <tr> <td><input checked="" type="checkbox"/> POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Grant</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lease</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td><input type="checkbox"/></td> </tr> </table>	Contract	Addendum	If Addendum, please include original contract number		<input checked="" type="checkbox"/> POS	<input type="checkbox"/>	<input type="checkbox"/> Grant	<input type="checkbox"/>	<input type="checkbox"/> Co Lease	<input type="checkbox"/>	<input type="checkbox"/> Co Lessor	<input type="checkbox"/>	<input type="checkbox"/> Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/> Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/> Property Sale	<input type="checkbox"/>	<input type="checkbox"/> Other	<input type="checkbox"/>
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<input type="checkbox"/> Other	<input type="checkbox"/>																				
2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
3. Term of Contract or Addendum: 11/8/2016 – 9/30/2021																					
4. Amount of Contract or Addendum: \$2,500,000																					
5. Purpose: request approval to award a contract to Alcohol Monitoring Systems, Inc., to provide electronic GPS and alcohol monitoring products and service.																					
6. Vendor or Funding Source: Alcohol Monitoring Systems Inc.																					
7. MUNIS Vendor Code: 27058																					
8. Bid/RFP Number: GSA Federal Supply Schedule 84, Contract #GS-07F-0003Y																					
9. Requisition Number:																					
10. If grant: Funds Positions? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																					
11. Are funds included in the budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
12. Account No. & Amount, Org & Obj. -- \$500,000 annualized, SHRFSEC 30940 \$63,000 (12.6%); SHRFSEC 30941 \$290,000 (58%); ATIP 30940 \$122,000 (24.4%); CYFJOSCT RZPPAA \$25,000 (5%).																					
13. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year --																					
14. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption 2016 RES-324																					
15. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
16. Director's Approval:																					

Contract Review/Approvals				Vendor	
Initials	Ftnt	Date In	Date Out	Vendor Name	
Received	_____	10/13/16	_____	Alcohol Monitoring Systems Inc. 1241 West mineral Avenue, Suite 200, 17 Littleton, CO, 80120	
Controller	_____	_____	10/13/16	<b>Contact Person</b> Chris Miyashiro   Director Government Sales Eastern Region	
Corporation Counsel	_____	10-13-16	10-13-16	<b>Phone No.</b> mobile (727) 808-1251	
Risk Management	_____	10/13/16	10/13/16	<b>E-mail Address</b> scramsystems.com	
Purchasing	_____	10/13/16	10/13/16		
_____ County Executive	_____	_____	_____		

**Footnotes:**

1.

<b>Return to:</b> Name/Title: Lillian Radivojevich Phone: 608.284.4801 E-mail Address: radivojevich@danesherriff.com	Dept.: Sheriff's Office Mail Address: PSB, 115 W. Doty Street, Madison, WI, 53703
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**Certification**

The attached contract: *[check as many as apply]*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract which has been reviewed or developed by corporation counsel and which has not been changed since that review/development
- is a non-standard contract previously review or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy<sup>1</sup>

Date: 10-12-16

Signed: 

Telephone Number \_\_\_\_\_

Print Name: \_\_\_\_\_

**Major Contracts Review (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**Executive Summary** (attach additional pages, if needed).

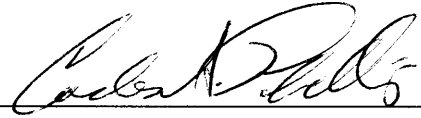
1. **Department Head**  Contract is in the best interest of the County.  
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 10-12-16

Signature: 

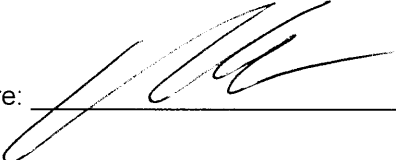
2. **Director of Administration**  Contract is in the best interest of the County.  
*Comments:*

Date: 10/16/16

Signature: 

3. **Corporation Counsel**  Contract is in the best interest of the County.  
*Comments:*

Date: 10/13/16

Signature: 

<sup>1</sup> A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

**COUNTY OF DANE**  
**Purchase of Services Agreement**

Number of Pages, including schedules: 32

Agreement No. 12888

Expiration Date: September 30, 2021

Authority: Res. 324, 2016-2017

Department: Sheriff, Clerk of Courts, District  
Attorney, Human Services

Maximum Cost: \$2,500,000

Registered Agent: \_\_\_\_\_

Address: \_\_\_\_\_

**THIS AGREEMENT**, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Alcohol Monitoring Systems Inc. (hereafter, "PROVIDER"),

**WITNESSETH:**

**WHEREAS** COUNTY, whose address is 115 W. Doty St., Madison, WI 53703, desires to purchase services from PROVIDER for the purpose of providing electronic GPS and alcohol monitoring products and services; and

**WHEREAS** PROVIDER, whose address is 1241 West Mineral Avenue, Suite 200, 17 Littleton, CO 80120, is able and willing to provide such services;

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

- I. TERM. The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.
- II. SERVICES.
  - A. PROVIDER agrees to provide the services detailed in the attached Agency Products And Services Agreement, Schedule G, Schedule H, Schedule R and Schedule W which are fully incorporated herein by reference. In the event of a conflict between the terms of the Agreement and terms of the attached documents, it is agreed that the terms of this Agreement, to the extent of any conflict, are controlling.
  - B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.
- III. ASSIGNMENT/TRANSFER: PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.
- IV. TERMINATION.
- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.
  - B. The following shall constitute grounds for immediate termination:
    - 1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
    - 2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
    - 3. failure of PROVIDER to comply with reporting requirements contained herein.
    - 4. inability of PROVIDER to perform the work provided for herein.
  - C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
  - D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.
- V. PAYMENT. COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Agency Products And Services Agreement, Schedule G and Schedule R which are fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.
- VI.

VII. DELIVERY OF NOTICE. Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VIII. NO MUTUAL INDEMNIFICATION & INSURANCE.

A. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations of joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. Subparagraph B (regarding the allocation of liability), shall not affect this "no mutual indemnification" clause. It is not the intent of the parties to impose liability beyond that imposed by Wisconsin State.

B. UNDER NO CIRCUMSTANCES SHALL A PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY OR ANY OTHER THIRD PARTY FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, PROFITS, DATA, (OR USE THEREOF), OR BUSINESS INTERRUPTION ARISING OUT OF ANY ACTS OR FAILURES TO ACT, WHETHER SUCH DAMAGES ARE LABELED IN STRICT LIABILITY, TORT, CONTRACT OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BOTH PARTIES AGREE THAT NEITHER PARTY HAS ANY RESPONSIBILITY OR LIABILITY FOR ACTS THAT MAY BE COMMITTED BY INDIVIDUALS WHILE THEY ARE CLIENTS

C. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

Workers' Compensation.

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability.

PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

- D. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- IX. NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.
- X. NON-DISCRIMINATION. During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.
- XI. CIVIL RIGHTS COMPLIANCE.
- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances.

PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.

- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. LIVING WAGE.

- A. PROVIDER agrees to pay all workers employed by PROVIDER in the performance of this Agreement, whether on a full-time or part-time basis, the prevailing living wage as defined in section 25.015(1)(f), Dane County Ordinances. PROVIDER agrees to make available for COUNTY inspection PROVIDER's payroll records relating to employees providing services on or under this Agreement or subcontract.
- B. If any payroll records of PROVIDER contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with the provisions of section 25.015 of the Dane County Code of Ordinances, COUNTY may withhold payments on the Agreement, terminate, cancel or suspend the Agreement in whole or in part, or, after a due process hearing, deny PROVIDER the right to participate in bidding on future county contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.
- C. PROVIDER agrees to submit to COUNTY a certification as required in section 25.015(7) of the Dane County Code of Ordinances.
- D. PROVIDER agrees to display COUNTY's current living wage poster in a prominent place where it can be easily seen and read by persons employed by PROVIDER.

- E. PROVIDER shall ensure that any subcontractors comply with the provisions of this section.
- F. The following are exemptions from the requirements of this section:
  - 1. When the Maximum Cost of the Agreement is less than \$5,000;
  - 2. When the provider is a school district, a municipality, or other unit of government;
  - 3. When the County is purchasing residential services at an established per bed rate;
  - 4. When employees are persons with disabilities working in employment programs and the provider holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
  - 5. When an individual receives compensation for providing services to a family member;
  - 6. When employees are student interns;
  - 7. When the provider meets any other criteria for exemption outlined in section 25.015(1)(d) of the Dane County Code of Ordinances; and
  - 8. Where the contract is funded or co-funded by a government agency requiring a different living wage, the higher wage requirement shall prevail.

XIII. DOMESTIC PARTNER EQUAL BENEFITS. The PROVIDER agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. The PROVIDER agrees to make available for County inspection the PROVIDER's payroll records relating to employees providing services on or under this contract or subcontract. If any payroll records of a PROVIDER contain any false, misleading or fraudulent information, or if a PROVIDER fails to comply with the provisions of s. 25.016, D. C. Ords., the contract compliance officer may withhold payments on the contract; terminate, cancel or suspend the contract in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found.

XIV. COMPLIANCE WITH FAIR LABOR STANDARDS.

- A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations,. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.
- B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).
- C. Notice Requirement. PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XV. MISCELLANEOUS.

- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and



address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.

- B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- C. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- D. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

**FOR PROVIDER:**

Date Signed: 10/12/16

Lowry Hugo, VP Sales & Marketing

Date Signed: \_\_\_\_\_

\_\_\_\_\_

\*\*\*

**FOR COUNTY:**

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
JOSEPH PARISI, County Executive

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
SCOTT MCDONELL, County Clerk

\* [print name and title, below signature line of any person signing this document]

rev. 11/15



1241 West Mineral Avenue, Suite 200  
Littleton, CO 80120

### AGENCY PRODUCTS AND SERVICES AGREEMENT

AGENCY: Dane County

TELEPHONE: (608) 284-6871

ADDRESS: 115 W Doty Street

Madison, WI 53703-3276

CONTRACT TERM: 60 Months

This AGENCY PRODUCTS AND SERVICES AGREEMENT (the "Agreement"), is entered into as of the Effective Date by and between ALCOHOL MONITORING SYSTEMS, INC. ("AMS"), a Delaware corporation located at 1241 West Mineral Avenue, Suite 200, Littleton, Colorado 80120, and the Agency listed above. This Agreement incorporates by reference any and all Schedules executed by the parties.

**1 GENERAL SCOPE OF AGREEMENT**

Subject to the terms and conditions of this Agreement, Agency shall have the option to purchase or rent the equipment specified in any Schedule(s) attached hereto (the "Equipment") and related parts and accessories ("Parts"), and receive monitoring and tracking services ("Services") from AMS related to individuals (hereinafter "Clients") to enforce compliance by those individuals who are required to or opt to wear the Equipment ("Clients"). Such Services utilize a web-based software application, including any related documentation (the "Monitoring Software"). Equipment and Parts may be referred to herein as the "Products". The foregoing rights are granted to Agency solely in the Territory stated on the Schedule(s) for such Products.

**2 PAYMENT**

**2.1 Payment Terms for Products.**

2.1.1 Purchased Products. The purchase price of the Products is due and payable within ten (10) days of date of invoice.

2.1.2 Equipment Rental. Monthly payments for Equipment Rental Fees will be invoiced to Agency by AMS on or before the tenth (10<sup>th</sup>) day of each month and shall be paid by Agency to AMS within thirty (30) days from the date of such invoice.

2.1.3 Other Fees. All other Fees on the Schedules, including Services Fees, if applicable, will be invoiced by AMS on a monthly basis as incurred and shall be paid by Agency within thirty (30) days from the date of such invoice.

2.1.4 Currency; Invoiced Taxes. All fees are payable in U.S. Dollars. In addition, Agency is responsible for the timely payment of all taxes invoiced by AMS related to the purchase price for Products, Equipment Rental Fees and other Fees to the extent such taxes are applicable to the Agency.

2.2. Requirements for Purchase Orders. AMS will provide Agency with its standard order form to use for purchases or rentals under this Agreement. Agency may use its own purchase order form in addition to the AMS order form. All terms on any Agency purchase order shall not alter or amend the terms of this Agreement and any additional or varying terms contained in such instrument are expressly rejected.

2.3. Taxes. Agency shall be solely responsible for all taxes related to Products or Services provided to it by AMS under this Agreement including, by way of example and not limitation, sales, use, property, excise, value added, and gross receipts irrespective of whether the Products are purchased or rented. If Agency is exempt from taxes of any kind, including but not limited to sales tax, use tax and excise tax, Agency will provide appropriate exemption documentation for all such taxes applicable to the transactions contemplated by this Agreement.

2.4. Failure to Make Payments; Suspension of Services. Any amounts due and payable to AMS which are not paid in accordance with the terms of Sections 1.1 will be subject to interest, accruing from the due date at the rate of either one-and-one-half percent (1.5%) per month or the highest rate specified by applicable

statute, whichever is lower. If Services are provided under this Agreement and Agency has not paid all applicable amounts when due, AMS may provide written notice to Agency of such failure and, if Agency does not pay all outstanding amounts within thirty (30) days of AMS' notice of delinquency, AMS may suspend Agency's access to the Services until all past due amounts are paid in full. In addition, AMS may reject orders from Agency for additional Equipment or withhold delivery of Equipment already ordered until all outstanding amounts are paid in full by Agency.

- 2.5 **Title to Products – Rental Option.** Title and ownership of any rented Equipment delivered by AMS shall remain with AMS and Agency will not encumber or dispose of such Equipment. In the event of the loss of any of the Equipment, Agency agrees to pay AMS the Replacement Cost or applicable Purchase Price specified in the Schedule(s). AMS reserves the right, at its sole option, to reduce Agency's inventory of owned Equipment, if any, if Agency does not remit the Replacement Cost or applicable Purchase Price within thirty (30) days from the loss of the Products. Agency shall cooperate with AMS in the preparation and filing of any documents considered necessary by AMS to preserve AMS' title and ownership rights to the Equipment. AMS reserves the right to audit rental inventory on a monthly basis.

### 3 RESTRICTIONS; LICENSE; OWNERSHIP; DISCLAIMER

- 3.1 **Restrictions on Use; No Modification.** Agency shall not do any of the following acts: (i) wilfully tamper with the security of the Monitoring Software or Equipment; (ii) access data on the Monitoring Software not intended for Agency; (iii) log into an unauthorized server or account on the Monitoring Software; (iv) attempt to probe, scan or test the vulnerability of the Monitoring Software or to breach the security or authentication measures without proper authorization; (v) wilfully render any part of Monitoring Software unusable; (vi) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Monitoring Software; (vii) modify, translate, or create derivative works based on the Monitoring Software; (viii) rent, lease, distribute, license, sublicense, sell, resell, assign, or otherwise commercially exploit the Monitoring Software or make the Monitoring Software available to a third party other than as contemplated in this Agreement; (ix) use the Monitoring Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; (x) publish or disclose to third parties any evaluation of the Monitoring Software without AMS' or its third party supplier's prior written consent; (xi) remove, modify, obscure any copyright, trademark, patent or other proprietary notice that appears on the Monitoring Software; or (xii) create any link to the Monitoring Software or frame or mirror any content contained or accessible from the Monitoring Software. Except as expressly provided in this Agreement, no right or license is granted hereunder, by implication, estoppel or otherwise.
- 3.2 **Firmware License.** The Equipment contains firmware developed and owned by AMS or its third party suppliers and Agency is hereby granted a limited, non-exclusive, non-transferable, royalty-free license, for the Term, to use the firmware in the Equipment. AMS and its third party suppliers shall retain all rights to the firmware contained in the Equipment. This license shall be deemed to be in effect upon delivery of the Equipment.
- 3.3 **Ownership.** Agency acknowledges that all right, title and interest in any software or firmware provided under this Agreement and all modifications and enhancements thereof, including all rights under copyright and patent and other intellectual property rights, belong to and are retained solely by AMS or its third party suppliers. This Agreement does not provide Agency with title or ownership of any software or firmware provided under this Agreement, but only the rights specified in this Agreement. Further, if Agency suggests any new features or functionality for the Products or the Monitoring Software that AMS or its third party suppliers subsequently incorporates into the Products or Monitoring Software, any such new features or functionality shall be the sole and exclusive property of AMS or its third party suppliers and shall be free from any confidentiality restrictions that might otherwise be imposed upon AMS pursuant to Section 6 below.
- 3.4 **EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TO THE EXTENT ALLOWED BY LAW, AMS DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. AMS SHALL HAVE NO LIABILITY WHATSOEVER AS A RESULT OF THE EQUIPMENT BEING LOCATED IN AN AREA NOT COVERED BY APPROPRIATE WIRELESS COVERAGE (IF APPLICABLE), OR IF THE EQUIPMENT FAILS TO ESTABLISH A CONNECTION WITH THE MONITORING SOFTWARE OR THE SERVICES ARE DISABLED DUE TO NETWORK RELATED ISSUES.** Without limiting the express warranties set forth in this Agreement, AMS does not warrant that the Services will meet Agency's requirements or that access to and use of the Services will be uninterrupted or free of errors. AMS cannot and does not guarantee the privacy, security, authenticity and non-corruption of any information transmitted through, or stored in any system connected to, the Internet. Neither AMS nor its

third party suppliers shall be responsible for any delays, errors, failures to perform, or disruptions in the Services caused by or resulting from any act, omission or condition beyond AMS' or its third party supplier's reasonable control.

#### 4 SERVICES TERMS (IF SERVICES ARE PROVIDED BY AMS UNDER THE AGREEMENT)

- 4.1 **Availability of Services.** AMS shall use commercially reasonable efforts to make the Services available for twenty-four (24) hours a day, seven (7) days a week. Agency agrees that from time to time the Services may be inaccessible or inoperable for reasons beyond the control of AMS, including: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which AMS may undertake; or (iii) interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other similar failures. Agency shall not be entitled to any setoff, discount, refund or other credit as a result of unavailability of the Services except as expressly provided herein.
- 4.2 **Security.** AMS shall use commercially reasonable efforts to prevent unauthorized access to restricted areas of the Monitoring Software and any databases or other sensitive material. AMS reserves the right to deactivate or suspend access to the Monitoring Software by a user if such user is found or reasonably suspected to be using his/her access to facilitate illegal, abusive or unethical activities. Such activities include pornography, obscenity, violations of law or privacy, hacking, computer viruses, or any harassing or harmful materials or uses. Agency agrees to hold AMS harmless from any claims resulting from such use or for any unlawful disclosure or use of Client data by Agency.
- 4.3 **Access To Monitoring Software.** Agency agrees to limit requests for access to the Monitoring Software to only personnel of Agency who are authorized to enroll Clients, set notification options and otherwise access the information residing within the Monitoring Software. AMS will provide to Agency user names, passwords and other information necessary to access the Monitoring Software. Agency is responsible for keeping its user names and passwords protected as Confidential Information under the terms of this Agreement and for any communications or transactions made using its user names and passwords. Agency personnel are responsible for changing their respective user names and passwords if they believe that either has been stolen or might otherwise be misused. Agency shall provide written notice to AMS within ten (10) days if any previously authorized personnel's status changes such that access should no longer be allowed, including but not limited to termination or resignation of any Agency personnel who had access to the Monitoring Software. These requirements are subject to change based on reasonable review by AMS of its information security needs. AMS will also provide regular off-site data storage and backup services for Agency data.
- 4.4 **Equipment and Utilities.** Agency is responsible and shall bear the costs associated with providing and maintaining internet access and all necessary telecommunications equipment, software and other materials necessary for accessing the Monitoring Software. Agency agrees to notify AMS of any changes in the foregoing, including any system configuration changes or any hardware or software upgrades, which may affect Agency's ability to access the Monitoring Software.
- 4.5 **Consents.** Agency shall obtain the necessary consent from any Client authorizing the tracking and/or monitoring of such Equipment by AMS or its subcontractors. Further, Agency will obtain all consents from its Clients necessary to collect and transmit personal data to AMS or its designated third party vendors in compliance with the relevant privacy and data protection laws. Agency agrees to indemnify and hold AMS, and its subcontractors, harmless from any and all costs and expenses regarding any claims arising from the failure of Agency to obtain the necessary consents referenced above.
- 4.6 **Additional Agency Responsibilities.** Agency shall be solely responsible for the management and supervision of the Equipment and any personnel utilizing the Equipment and the Monitoring Software, as well as the selection and implementation of the Client enrollment, monitoring and notification options provided for the Monitoring Software. Agency is solely responsible for the management of the Clients, including the response to any Client violations reported by AMS or its third party providers. AMS is not responsible or liable for Agency's failure to properly fulfill its foregoing responsibilities.
- 4.7 **Third Party Call Center Support.** If Agency determines that it will establish and use a third party call center to monitor and receive alerts from the Monitoring Software, then Agency will notify AMS and shall ensure that personnel certified by AMS will operate the call center. Agency shall be responsible for all acts and omissions of the third party call center personnel granted access to Monitoring Software as if they were employees of Agency.

- 4.8 **Additional or Changed Services at AMS' Initiative.** From time to time, AMS may revise the scope of the Services or delegate to a third party some or all of the provision of the Services, or make substitutions, additions, modifications and improvements to Monitoring Software and/or Services. Additionally, as a part of these changed Services, AMS also may determine, at its sole option, to discontinue providing Services hereunder for specific versions of the Products upon a minimum of one (1) year prior notice to Agency.

## 5 SERVICE AND REPAIR

- 5.1 **Service and Repair Policy.** So long as Agency (i) pays to AMS the Daily Services Fee for such Equipment (or the Equipment Rental Fee in the case of rented Equipment) and (ii) installs the Equipment in accordance with AMS' instructions, for all Equipment manufactured by and purchased or rented directly from AMS, AMS will provide the necessary service and repair for such Equipment at AMS' expense to enable it to function with the Monitoring Software in a manner substantially in accordance with the performance parameters specified in the SCRAM Systems Quick Reference Guide for the specific Equipment. For any Equipment manufactured by third parties and sold by AMS, any service or repair commitment for that Equipment shall be solely as described in the relevant Schedule for that Equipment.
- 5.2 **Exclusions from Service and Repair Policy.** The above policy does not cover Equipment that is obtained from sources outside of AMS or is defective due to (i) improper use or installation, damage, accident, abuse or alteration; (ii) failure to comply with the operating and maintenance instructions set forth in the SCRAM Systems Quick Reference Guide for the specific Equipment; (iii) servicing of the Equipment by anyone not previously authorized by AMS; (iv) failure of Agency to obtain reasonable and necessary maintenance of the Equipment as contemplated under the Agreement; or (v) use of Parts in the repair of the Equipment that have not been approved in writing by AMS for use in the Products.
- 5.3 **Sole Remedy.** In the event of a breach of the above service and repair policy, Agency's sole remedy shall be, at AMS' option, the repair or replacement of the defective Equipment by AMS.
- 5.4 **Changes to Products; Retrofit Activities.** AMS shall have the right at any time (i) to change the design or specifications of any Product without notice and without obligation to make the same or any similar change on any Product previously purchased by Agency; and (ii) to retrofit or replace (during routine maintenance or otherwise) any of Agency's Products to incorporate any upgrades or updates then available. However, nothing herein shall obligate AMS to provide Agency with all new models of Products at no additional cost, and AMS may charge a fee for model upgrades in certain circumstances including, but not limited to, a new line of products or a change in underlying technology or technological advancements requiring significant changes to an existing product model. Regarding the foregoing, in any case where AMS charges a fee for a model upgrade, it will provide no less than six (6) months' notice to Agency prior to discontinuing the sale or rental of the discontinued model. In addition, AMS will continue to offer repair and/or replacement services for the discontinued model under the Service and Repair Policy referenced in this Section 5 for no less than three (3) years after the date of discontinuation.

## 6 CONFIDENTIAL INFORMATION

- 6.1 **Confidential Information.** In connection with this Agreement a party ("Discloser") may furnish to the other party ("Recipient") software, user and training manuals, data, Client information, designs, drawings, tracings, plans, layouts, specifications, samples, equipment and other information provided by or on behalf of Discloser to Recipient, that should reasonably have been understood by Recipient, because of (i) legends or other markings, or (ii) the circumstance of disclosure or the nature of the information itself, to be proprietary and confidential to Discloser or to a third party ("Confidential Information"). Confidential Information specifically includes all information accessed by Agency via the Monitoring Software. Confidential Information may be disclosed in written or other tangible form (including digital or other electronic media) or by oral, visual or other means. Each party agrees not to disclose to the other party any confidential or proprietary information of third parties unless authorized to do so. The parties each agree to treat this Agreement, including all exhibits hereto, as Confidential Information of each party.
- 6.2 **Nondisclosure.** It is agreed that, after receipt of Confidential Information of the other party, Recipient shall: (i) restrict the dissemination of such Confidential Information to those employees who need to use the Confidential Information in the performance of this Agreement, and (ii) to use no less than a reasonable standard of care in safeguarding against unauthorized disclosure of such Confidential Information. Recipient agrees to have an appropriate nondisclosure agreement signed by each of its employees, agents and contractors who may be exposed to Discloser's Confidential Information.

- 6.3 **Exceptions From Confidential Information.** Confidential Information shall not include information that: (i) is or becomes part of the public domain without violation of this Agreement by Recipient, (ii) is already in Recipient's possession free of any restriction on use or disclosure, (iii) becomes available to Recipient from a third party provided that such party was free from restriction on disclosure of the information or (iv) has been independently developed by Recipient.
- 6.4 **Required Disclosures.** If Recipient is required by legal proceeding discovery request, "open records" or equivalent request, investigative demand, subpoena, court or government order to disclose Confidential Information, Recipient may disclose such Confidential Information provided that: (i) the disclosure is limited to the extent and purpose legally required; and (ii) prior to any disclosure, Recipient shall immediately notify Discloser in writing of the existence, terms and conditions of the required disclosure and, at Discloser's request and expense, cooperate in obtaining a protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

## 7 INDEMNITY

Each party agrees, to the extent allowed by law, to defend, indemnify and hold the other party and its officers, directors, shareholders, employees and third party suppliers (collectively, the "Indemnified Parties") harmless from and against all losses, damages and expenses, including reasonable attorneys' fees, in connection with any claims against the Indemnified Parties arising out of or related to the negligence or willful misconduct of the other party's employees or agents. Further, Agency shall indemnify and hold harmless AMS and its officers, directors, shareholders, employees and third party suppliers against the acts of any Client assigned to wear a Equipment, including claims for personal, injury property damage or death. An indemnifying party shall have the foregoing obligation only if the other party provides: (i) a prompt written request for indemnification and defense in such claim or action; (ii) sole control of the defense and settlement thereof; and (iii) all available information, assistance and authority reasonably necessary to settle and defend any such claim or action.

## 8 TERM AND TERMINATION

- 8.1 **Term.** The term of this Agreement shall commence from the Effective Date and shall continue for the period specified on page one (the "Initial Term") unless earlier terminated in accordance with the provisions of this Agreement. After the Initial Term, this Agreement may be renewed upon execution by the parties of an amendment to this Agreement ("Renewal Term") (the Initial Term together with any Renewal Term, referred to as the "Term").
- 8.2 **Termination by Consent.** This Agreement may be terminated at any time upon mutual consent of the parties, which termination will be evidenced by a written agreement providing for such termination.
- 8.3 **Termination for Breach.** Either party may terminate this Agreement (i) if a voluntary or involuntary petition in bankruptcy, receivership, assignment for the benefit of creditors or other similar insolvency action is filed or levied against the other party and not discharged within sixty (60) days after the filing or levied thereof; (ii) by written notice by the non-breaching party, if the other party fails to cure any nonpayment of money owed to the other party under this Agreement within thirty (30) days of such notice, (iii) by written notice by the non-breaching party, if the other party fails to cure any material breach of this Agreement (other than non-payments described in clause (ii) above) within sixty (60) days of such notice (it is understood; however, that a violation of law, breach of confidentiality or misuse of access grants that cannot be cured shall be grounds for immediate termination); or (iv) immediately, by written notice by the non-breaching party, upon the second commission of a previously remedied material breach under clause (iii) above.
- 8.4 **Termination for Non-Appropriation of Funds.** In the event that Agency is unable to continue to make payments required hereunder due to a failure of the responsible governmental entity to make available funding to the level and in the amount required to remain in compliance with Agency's financial obligations, hereunder, then upon the occurrence of such a non-appropriation event and on the date that the requisite funding ceases to be available to the Agency, Agency may terminate this Agreement, without further financial obligation or liability to AMS other than to pay for Products and Services previously delivered to Agency or performed for Agency.
- 8.5 **Survival.** This Section, any indemnity obligations of either party, and Sections 3.3, 3.4, 6, 9, 10, 11.1 and 11.2 shall survive termination of this Agreement.

## 9 EFFECT OF TERMINATION

- 9.1 **Payments; Return of Rented Equipment.** Upon any termination of this Agreement or any Schedule incorporated by reference herein, Agency shall provide AMS with all outstanding payments due and, within ten (10) days of the termination, return all rented and spare Equipment to AMS or, if so directed by AMS, to AMS' third party supplier. Upon termination of this Agreement, each party shall deliver or destroy all Confidential Information of the other party which is in its possession, care or control within thirty (30) days of termination except for backup and archived Client data.
- 9.2 **Rights to Equipment.** Upon any termination of this Agreement or any Schedule incorporated by reference herein, if Agency has rented the Equipment and not returned such Equipment in accordance with Section 9.1 above, to the extent permitted by law, AMS shall have the right to enter (directly or through an authorized designee) upon Agency's premises and remove the Equipment, and Agency shall reimburse AMS for the expenses, including legal fees, incurred in connection with any such removal. To the extent permitted by law, Agency hereby waives any right to notice and a judicial hearing prior to such removal by AMS.

## 10 ALLOCATION OF LIABILITY

- 10.1 UNDER NO CIRCUMSTANCES SHALL A PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY OR ANY OTHER THIRD PARTY FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, PROFITS, DATA, (OR USE THEREOF), OR BUSINESS INTERRUPTION ARISING OUT OF ANY ACTS OR FAILURES TO ACT, WHETHER SUCH DAMAGES ARE LABELED IN STRICT LIABILITY, TORT, CONTRACT OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10.2 AMS HAS NO RESPONSIBILITY OR LIABILITY FOR ACTS THAT MAY BE COMMITTED BY INDIVIDUALS WHILE THEY ARE CLIENTS. UNDER NO CIRCUMSTANCES SHALL THE TOTAL LIABILITY OF AMS FOR ALL CLAIMS OF ANY KIND WHATSOEVER, AND UNDER ANY THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY AGENCY TO AMS DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EARLIEST EVENT GIVING RISE TO THE CLAIM.
- 10.3 The limitations set forth in this Section 10 shall apply even if any exclusive remedy in this Agreement fails of its essential purpose. The allocation of liability in this Section 10 represents the agreed and bargained for understanding of the parties and each party's compensation hereunder reflects such allocations.

## 11 MISCELLANEOUS PROVISIONS

- 11.1 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to its conflicts of laws provisions. AMS and Agency hereby irrevocably consent to jurisdiction, service of process and venue in the City and County of Denver, Colorado.
- 11.2 **Arbitration.** Disputes arising under this Agreement that cannot be resolved informally by the parties through good faith negotiations shall be resolved by arbitration before a sole arbitrator appointed and operating pursuant to the Federal Arbitration Act and Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted in the City and County of Denver, Colorado. The written decision of the arbitrator shall be final, binding and convertible to a court judgment in any appropriate jurisdiction. Each party shall bear its own expenses with respect to such arbitration and shall share equally in the expenses of the arbitrator and the fees of the American Arbitration Association.
- 11.3 **Injunctive Relief.** Notwithstanding anything above to the contrary, either party at any time may apply to a court having jurisdiction thereof for a temporary restraining order, preliminary injunction or other appropriate order where such relief may be necessary to protect its interests (including, without limitation, any breach of the obligations under Sections 3 and/or 6), without any showing or proving of any actual damages and without posting a bond or other security.
- 11.4 **Non-Discrimination.** To the extent required by law, AMS shall have in place a policy against discrimination such that no person shall be excluded from full employment rights or participation in or the benefits of any program, services or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status or national origin, and no person who is protected by applicable federal or state laws shall be otherwise subjected to discrimination.



- 11.5 **Assignment.** Except as expressly permitted herein, neither party may transfer or assign this Agreement, in whole or in part, without the written consent of the other party and any such attempt at transfer or assignment shall be void. Notwithstanding the foregoing, AMS may transfer or assign this Agreement to an entity that is an affiliate of AMS or, in the event of a sale of all or substantially all of its assets or equity, each without the consent of Agency. This Agreement shall extend to and be binding upon any successors and permitted assigns of the parties.
- 11.6 **No Agency; Independent Contractor.** The use of the term "Agency" in this Agreement is solely for convenience and is not intended to make either party an agent of the other party. This Agreement does not constitute and shall not be construed as constituting a partnership, agency, distributorship or joint venture between the parties. AMS is to be and shall remain an independent contractor with respect to Products provided or Services performed under this Agreement. AMS may subcontract the performance of any of its obligations under this Agreement. However, such subcontracting will not relieve AMS of its obligations under this Agreement.
- 11.7 **Force Majeure.** Except for the obligation to make payments as provided herein, neither party shall be in default under this Agreement by reason of its delay in the performance of, or failure to perform, any of its obligations under this Agreement, if, and to the extent that, such delay or failure is caused by strikes, wars, natural disasters, acts of the public enemy, government restrictions or acts of terrorism. Upon claiming any excuse or delay under this Section, such party shall promptly notify the other party, use reasonable efforts to remove the cause and continue its performance under this Agreement whenever the cause is removed.
- 11.8 **Notices.** All notices, requests, demands or communications required or permitted hereunder shall be in writing, delivered personally or by electronic mail, facsimile or overnight delivery service at the respective addresses set forth herein (or at such other addresses as shall be given in writing by either party to the other). All notices, requests, demands or communications shall be deemed effective upon receipt for personal delivery, or on the business day following the date of sending by electronic mail, facsimile or overnight delivery service.
- 11.9 **Waiver; Severability.** Any waiver of any default or breach of this Agreement shall be effective only if in writing and signed by an authorized representative of the party providing the waiver. No such waiver shall be deemed to be a waiver of any other or subsequent breach or default. If any provision of this Agreement is held to be invalid, the remaining portions of this Agreement shall remain in full force.
- 11.10 **Publicity.** AMS shall have the right to issue news releases, press releases or other communications regarding this Agreement to potential investors and customers. However, AMS shall not disclose any names of Clients without the prior written approval of the Client and Agency.
- 11.11 **Headings.** Headings used in this Agreement are for convenience of reference only and shall not be construed as altering the meaning of this Agreement or any of its parts.
- 11.12 **Execution.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The parties agree that signatures on this Agreement, as well as any other documents to be executed under this Agreement, may be delivered by facsimile in lieu of an original signature, and the parties agree to treat facsimile signatures as original signatures and agree to be bound by this provision.
- 11.13 **Entire Agreement.** This Agreement constitutes the entire understanding of the parties, and supersedes all prior or contemporaneous written and oral agreements, representations or negotiations with respect to the subject matter hereof. This Agreement may not be modified or amended except in writing and signed by both parties.

FOR AND ON BEHALF OF AGENCY

ALCOHOL MONITORING SYSTEMS, INC.

By: \_\_\_\_\_

By: Lou Sugo

Name: Joseph Parisi

Name: Lou Sugo

Title: County Executive

Title: Vice President – Sales and Marketing

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Scott McDonell

Title: County Clerk

Date: \_\_\_\_\_

Signed by AMS and effective as of: 10/12/16  
"Effective Date"



1241 West Mineral Avenue, Suite 200  
Littleton, CO 80120

**SCHEDULE G  
SCRAM GPS  
AGENCY PRODUCTS AND SERVICES AGREEMENT**

**AGENCY:** Dane County

This SCHEDULE G to the AGENCY PRODUCTS AND SERVICES AGREEMENT (the "Agreement") is entered into on the Effective Date by and between ALCOHOL MONITORING SYSTEMS, INC., ("AMS") and the Agency identified above. This Schedule is incorporated by reference into the Agreement dated \_\_\_\_\_ executed by the parties. All other terms and conditions of the Agreement that are not in conflict with the terms of this Schedule are hereby ratified. Each capitalized term herein shall have the meaning assigned to it in the Agreement.

**1 GENERAL SCOPE OF AGREEMENT**

Subject to the terms and conditions of the Agreement, Agency shall have the option to purchase or rent the SCRAM GPS Equipment, purchase related Parts, and receive Monitoring Services from AMS to enable Agency to acquire and track geophysical information regarding its Clients solely in the Territory specified herein.

**2 COMMERCIAL TERMS FOR EQUIPMENT AND SERVICES**

**2.1 Equipment.** Agency may purchase or rent Equipment for the Purchase or Monthly Rental Fees specified in this Schedule. Daily Services Fees for the Services apply to this Equipment when it is in use. Agency may also rent Equipment for the Active Unit Daily Fees specified on this Schedule. Active Unit Daily Fees include the Services specified herein. Any Daily Services Fees for purchased or rented Equipment and any Active Unit Daily Fees will be invoiced to Agency for all Equipment in use during any portion of a day during the month. For purposes of this Schedule, the term "in use" is defined as any Equipment that is assigned to a Client and accessing the Monitoring Software (currently SCRAMNET and INSIGHT). Agency shall use the AMS Equipment Order Form for additional Equipment ordered by Agency during the Term.

**2.2 Spare Equipment Fees – Active Unit Pricing.** For Agencies with any Equipment in inventory acquired under Active Unit pricing, Agency is allowed to maintain up to a specified percentage of its Equipment in use for the month as spare inventory ("Spare Allowance"). After the first sixty (60) days from the Effective Date of this Schedule, if it is determined by AMS, based on the Agency's utilization rate for the month, that Agency's unused inventory is in excess of the Spare Allowance for month, AMS will invoice and Agency will pay a Daily Shelf Fee for each of the unused Equipment in excess of the Spare Allowance. The utilization rate for the month will be based on a calculation of Equipment in use per day for the month as compared to the average Equipment in inventory per day for the month. The Spare Allowance and Daily Shelf Fee are as specified below. Agency must return any excess Equipment inventory in order to avoid being charged a Daily Shelf Fee.

**2.3 Delivery and Shipment Terms.** Products ordered by Agency shall be delivered FOB to Agency's designated facility. AMS shall determine the type of packaging, mode and time of transportation. Agency shall be responsible for all shipping fees related to any shipments of the Equipment or Parts, including new orders and returns.

**3 SERVICES**

**3.1 General Scope of Services ("Services").** In consideration of the payment by Agency of the Daily Services Fee or Active Unit Daily Fee for the Equipment, AMS shall provide Agency with the Services and support functions set forth herein (the "Services"). Further, unless otherwise expressly agreed to by the parties, AMS is not obligated to and will not provide Services for any Equipment not purchased or rented by Agency directly from AMS. The Services shall consist of: (i) the remote collection and compilation of reports and data from the Equipment via the Monitoring Software; (ii) the provision of training and certification for Agency personnel as described below; (iii) the provision of technical support and telephone assistance from AMS professionals; (iv) the scheduled maintenance of the Equipment; (v) the provision of reasonable disaster recovery and backup Services for Client data stored on the Monitoring Software; and (vi) the provision of such other Services and support functions as may be agreed to in writing by the parties from time to time.

- 3.2 **Training and Certification.** AMS will provide Agency with personnel training and certification in the use of the Products at AMS' then-current training rates. Agency personnel using the Products to monitor home detention Clients must complete any training and certification specified by AMS.
- 3.3 **Equipment Maintenance.** AMS and Agency shall establish a routine maintenance program designed to keep the Equipment in good repair, working order and condition in accordance with AMS' then-published specifications, including establishing a schedule that will ensure the return of the Equipment to AMS at approximately annual intervals. Unless otherwise agreed, Agency shall be responsible for (i) collecting any Equipment from Clients that is scheduled for maintenance and (ii) shipping it to AMS having first obtained a Return Merchandise Authorization (RMA) Number from AMS. Such maintenance program shall not cover Equipment damaged or rendered inoperative for any cause not due to defects covered by the service and repair policy in this Agreement. Agency shall not, without prior approval from AMS, send to AMS for maintenance any Equipment not then scheduled for maintenance. Equipment returned to AMS for any reason, including rental returns, damages, and scheduled repairs, that are not accompanied with a properly issued RMA may be assessed a returned administrative charge.
- 3.4 **Agreements with Clients.** Agency is solely responsible for notifying Clients in writing of any restrictions or limitations on the use of the Equipment of which it is made aware by AMS. These mandatory restrictions and prohibitions to be communicated to Clients are available on SCRAMNET in the form of a "Participant Agreement". This Participant Agreement is not intended to cover all possible requirements of the relationship between Agency and its Clients and should be reviewed by Agency's legal advisors prior to use. Agency agrees to hold AMS harmless for the failure of Agency to notify Clients of the restrictions and prohibitions contained in the Participant Agreement and for the failure of Clients to heed the restrictions and prohibitions contained therein.

#### 4 ACCESS RIGHTS

In consideration of the payment of the Daily Services Fees set forth below and subject to the terms and restrictions set forth herein, AMS grants Agency a limited, non-exclusive right to access the Monitoring Software for the purpose of monitoring Client data.

#### 5 SERVICE AND REPAIR

- 5.1 **Service and Repair Policy.** So long as Agency (i) pays to AMS the Daily Services Fee or the Active Unit Daily Fees for such Equipment and (ii) installs the Equipment in accordance with AMS' instructions, for all Equipment manufactured by and purchased or rented directly from AMS, AMS will provide the necessary service and repair for such Equipment at AMS' expense to enable it to function with the Monitoring Software in a manner substantially in accordance with the performance parameters specified in the SCRAM Systems Quick Reference Guide for the specific Equipment.
- 6.2 **Exclusions from Service and Repair Policy.** The above policy does not cover Equipment that is obtained from sources outside of AMS or is defective due to (i) improper use or installation, damage, accident, abuse or alteration; (ii) failure to comply with the operating and maintenance instructions set forth in the SCRAM Systems Quick Reference Guide for the specific Equipment; (iii) servicing of the Equipment by anyone not previously authorized by AMS; (iv) failure of Agency to obtain reasonable and necessary maintenance of the Equipment as contemplated under the Agreement; or (v) use of Parts in the repair of the Equipment that have not been approved in writing by AMS for use in the Products.
- 6.3 **Sole Remedy.** In the event of a breach of the above service and repair policy, Agency's sole remedy shall be, at AMS' option, the repair or replacement of the defective Equipment by AMS.

SCHEDULE G  
 SCRAM GPS  
 AGENCY PRODUCTS AND SERVICES AGREEMENT  
 TERRITORY, PRICING AND OTHER TERMS

1. Territory:

Dane County in the State of Wisconsin

2. Equipment Fees:

Equipment Daily Lease & Monitoring:

Quantity	Daily Services Fee/Active Unit
1-49	\$3.50/Day
50-149	\$3.36/Day
150-500	\$3.27/Day
500	\$3.19/Day

GPS Bracelet – Purchase Pricing:

Quantity	Daily Services Fee/Active Unit
1-49	\$604.48
50-149	\$685.88
150-500	\$562.63
500	\$544.04

Daily Monitoring for use with purchased equipment:

Quantity	Daily Services Fee/Active Unit
1-49	\$2.66/Day
50-149	\$2.57/Day
150-500	\$2.52/Day
500	\$2.43/Day

Lost or Damaged Allowance 5%

(for leased equipment only): Customers are allowed a 5% Lost or Damaged Allowance. This means that 5% of their total inventory (both in use and not in use) may be reported to AMS as "lost" or returned to AMS as "damaged", at no charge. At the end of a 12 month billing cycle or the termination of contracting for equipment and services, customers will be billed for the listed GSA purchase price of that piece of equipment for the number of devices lost or damaged above 5% of their average total inventory for the year.

Shelf inventory allowance: 20%

Shelf Allowance (for leased equipment only): Customers are allowed a 20% shelf stock allowance. This means that 20% of their total inventory (both in use and not in use) may sit on the shelf (not in use), at no charge.

Shelf Fee Above 20%

Quantity	Daily Services Fee/Active Unit
1-49	\$0.74/Day
50-149	\$0.74/Day
150-500	\$0.70/Day
500+	\$0.65/Day

3. Other Special Terms:

In reference to the U.S. General Services Administration (GSA) Schedule Contract #GS-07F-0003Y

SCHEDULE G  
SCRAM GPS  
AGENCY PRODUCTS AND SERVICES AGREEMENT  
TERRITORY, PRICING AND OTHER TERMS

THIS SCHEDULE G, AND THE AGREEMENT OF WHICH IT IS A PART, IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PRIOR SCHEDULE Gs, PROPOSALS AND UNDERSTANDINGS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS SCHEDULE. This Schedule G shall not be effective until executed by Agency and accepted and executed by an authorized representative of AMS. By execution, both signers certify that each is authorized to execute this Schedule on behalf of their respective companies.

FOR AND ON BEHALF OF AGENCY

ALCOHOL MONITORING SYSTEMS, INC.

By: \_\_\_\_\_  
Name: Joseph Parisi  
Title: County Executive  
Date: \_\_\_\_\_

By: Lou Sugo  
Name: Lou Sugo  
Title: Vice President – Sales and Marketing

By: \_\_\_\_\_  
Name: Scott McDoneil  
Title: County Clerk  
Date: \_\_\_\_\_

Signed by AMS and effective as of: 10/12/16  
"Effective Date"



1241 West Mineral Avenue, Suite 200  
Littleton, CO 80120

**SCHEDULE H  
SCRAM House Arrest  
AGENCY PRODUCTS AND SERVICES AGREEMENT**

**PARTNER:** Dane County

This **SCHEDULE H** to the **AGENCY PRODUCTS AND SERVICES AGREEMENT** (the "Agreement") is entered into on the Effective Date by and between **ALCOHOL MONITORING SYSTEMS, INC.**, ("AMS") and the Agency identified above. This Schedule is incorporated by reference into the Agreement dated \_\_\_\_\_ executed by the parties. All other terms and conditions of the Agreement that are not in conflict with the terms of this Schedule are hereby ratified. Each capitalized term herein shall have the meaning assigned to it in the Agreement.

**1 GENERAL SCOPE OF AGREEMENT**

Subject to the terms and conditions of the Agreement, Agency shall have the option to purchase or rent the SCRAM House Arrest Equipment, purchase related Parts, and receive Monitoring Services from AMS to enable Agency to monitor and enforce compliance by Clients who are subject to home detention programs solely in the Territory specified herein.

**1 2 COMMERCIAL TERMS FOR PRODUCTS AND SERVICES**

**1.1 2.1 Terms and Pricing of Products.**

**2.1.1 Equipment.** Agency may rent the Equipment for the Daily Fees specified herein. Daily Fees also include the Services specified herein. Daily Fees will be invoiced to Agency for any Equipment assigned to a Client and accessing the Services during any portion of a month. Agency shall use the AMS Equipment Order Form for additional Equipment subsequently rented by Agency during the Term. Rental products must be returned to AMS at Agency's expense and must have a Return Merchandise Authorization (RMA) Number prior to shipment.

**2.1.2 Shipments.** Agency shall have no more than 20% of their total Equipment units as spare inventory. If Agency has in excess of 20% spare inventory, Agency will be required to return the overage. After the first 90 days from the Effective Date, should the Agency maintain less than an 80% utilization rate and has not returned sufficient excess Equipment to AMS such that the month end utilization rate is 80% or greater, AMS reserves the right to charge a \$1.00 daily shelf fee for each of the unassigned Equipment. Agency shall be responsible for all shipping fees related to any shipments of the Equipment or Parts, including new orders and returns.

**2.1.3 Delivery Terms.** Products ordered by Agency shall be delivered FOB to Agency's designated facility at Agency's expense. AMS shall determine the type of packaging, mode and time of transportation.

**2.2 Fees for Services.** Agency shall pay AMS for the Services and for the right to access the Monitoring Software at the current per diem rate for each SCRAM House Arrest Set in use on a Client, (collectively, the "Daily Services Fee"). The current per diem rate as of the Effective Date is specified herein.

**3 SERVICES AND SUPPORT**

**3.1 General Scope of Services ("Services").** In consideration of the payment by Agency of the Daily Services Fee for the Equipment, AMS shall provide Agency with the Services and support functions set forth herein (the "Services"). Further, unless otherwise expressly agreed to by the parties, AMS is not obligated to and will not provide Services for any Equipment not purchased or rented by Agency directly from AMS. The Services shall consist of: (i) the remote collection and compilation of reports and data from the Equipment via the Monitoring Software; (ii) the provision of training and certification for Agency personnel as described below; (iii) the provision of technical support and telephone assistance from AMS professionals; (iv) the scheduled maintenance of the Equipment; (v) the provision of reasonable disaster recovery and backup Services for Client data stored on the Monitoring Software; (vi) the outlined in Section 3 of the Territory, Pricing and Other Terms Section, and (vii) the provision of such other Services and support functions as may be agreed to in writing by the parties from time to time.

- 3.2 **Agency Responsibilities.** Agency is responsible for entering and updating schedules for each Client and setting up all relevant notifications, including all methods and events. Client Verification Calls are not included in the monthly Services Fees and there is an additional charge for this service as noted under Service Fees.
- 1.2 3.3 **Training and Certification.** AMS will provide Agency with personnel training and certification in the use of the Products at AMS' then-current training rates. Agency personnel using the Equipment to monitor home detention Clients must complete training and certification as specified by AMS prior to being granted access to Monitoring Software. In addition, AMS will provide Agency access to a reasonable number of copies of its SCRAM Systems Quick Reference Guide and the AMS required training curriculum and syllabus.
- 1.3 3.4 **Equipment Maintenance.** AMS and Agency shall establish a routine maintenance program designed to keep the Equipment in good repair, working order and condition in accordance with their then-published specifications, including establishing a schedule that will ensure the return of the Equipment to AMS at approximately annual intervals. Unless otherwise agreed, Agency shall be responsible for (i) collecting any Equipment from Clients that is scheduled for maintenance and (ii) shipping it to AMS having first obtained a Return Merchandise Authorization (RMA) Number from AMS. Such maintenance program shall not cover Equipment damaged or rendered inoperative for any cause not due to defects covered by the service and repair policy in the Agreement. Agency shall not, without prior approval from AMS, send to AMS for maintenance any Equipment not then scheduled for maintenance. Equipment returned to AMS for any reason, including rental returns, damages, and scheduled repairs, that are not accompanied with a properly issued RMA may be assessed a returned administrative charge.
- 3.5 **Agreements with Clients.** Agency is solely responsible for notifying Clients in writing of any restrictions or limitations on the use of the Equipment of which it is made aware by AMS-. These mandatory restrictions and prohibitions to be communicated to Clients are available to Agency on SCRAMNET in the form of a "Participant Agreement". This Participant Agreement is not intended to cover all possible requirements of the relationship between Agency and its Clients and should be reviewed by Agency's legal advisors prior to use. Agency agrees to hold AMS harmless for the failure of Agency to notify Clients of the restrictions and prohibitions contained in the Participant Agreement and for the failure of Clients to heed the restrictions and prohibitions contained therein.

#### 4 ACCESS RIGHTS

In consideration of the payment of the Daily Services Fees described herein and subject to the terms and restrictions set forth below, AMS grants Agency a limited, nonexclusive right to access the Monitoring Software for the purposes of monitoring Client data. Agency personnel using the Products to monitor home detention Clients must complete training and certification as specified by AMS prior to being granted access to the Monitoring Software.



**SCHEDULE H  
SCRAM HOUSE ARREST  
AGENCY PRODUCTS AND SERVICES AGREEMENT  
TERRITORY, PRICING, OTHER TERMS**

**1. Territory:**

Dane County in the State of Wisconsin

**2. Equipment Fees:**

**Equipment Daily Lease & Monitoring:**

Quantity:	Daily Monitoring Fees/Active Unit:
1-49	\$2.51
50-149	\$2.46
150-499	\$2.42
500+	\$2.37

House Arrest Bracelet Lost Unit Replacement Fee      \$240.00/Device  
House Arrest Base Station Lost Unit Replacement Fee      \$400.00/Device

Optional Ethernet Connectivity:    \$0.50/day when in use

**Purchase Pricing:**

Quantity	HA Bracelet Kit
1-49	\$558.59
50-149	\$539.97
150-499	\$521.35
500+	\$502.73

\*Kit includes Bracelet and Base Station

**Daily Monitoring for use with purchased equipment:**

Quantity:	Daily Services Fees
1-49	\$1.70
50-149	\$1.69
150-499	\$1.68
500+	\$1.67

**Lost or Damaged Allowance – 5%**

(for leased equipment only): Customers are allowed a 5% Lost or Damaged Allowance. This means that 5% of their total inventory (both in use and not in use) may be reported to AMS as "lost" or returned to AMS as "damaged", at no charge. At the end of a 12 month billing cycle or the termination of contracting for equipment and services, customers will be billed for the listed GSA purchase price of that piece of equipment for the number of devices lost or damaged above 5% of their average total inventory for the year.

**Shelf inventory allowance: 20%**

(for leased equipment only): Customers are allowed a 20% shelf stock allowance. This means that 20% of their total inventory (both in use and not in use) may sit on the shelf (not in use), at no charge.

**Shelf Fee Above 20%**

Quantity	Daily Services Fee/Active Unit
1-49	\$0.70/Day
50-149	\$0.67/Day
150-500	\$0.64/Day
500+	\$0.64/Day

**SCHEDULE H  
SCRAM HOUSE ARREST  
AGENCY PRODUCTS AND SERVICES AGREEMENT  
TERRITORY, PRICING, OTHER TERMS**

**Optional Full Service Monitoring:** \$1.00 additional per active client

Full service monitoring includes the additional service where AMS will call an officer or Agency on certain alerts and/or will call a client to troubleshoot equipment issues.

**Basic Service Fees include:**

- 24x7 monitoring
- A single automated Alphanumeric text or email on all notifications
- Standardized notification parameters for curfew and power-related alerts
- Secured Internet access to SCRAMNET
- Alerts automatically processed within agency-defined parameters
- Daily Action Plans delivered by email or through secured internet access
- Initial Go To Meeting software training during agency implementation
- Agency and/or Officer solely responsible for
  - Client enrollments
  - Schedules and modifications
  - Client deletions
  - Accessing and printing reports
  - Inventory management
- Equipment and supplies include 5 straps, 1 battery per year per unit based on average usage
- Does not include: client calls, calling officers on alerts, creating or sending custom reports, return shipping
- Archived data retrieval and voice recording retrieval available for an additional fee

**3. Other Special Terms:**

In reference to the U.S. General Services Administration (GSA) Schedule Contract #GS-07F-0003Y

SCHEDULE H  
SCRAM HOUSE ARREST  
AGENCY PRODUCTS AND SERVICES AGREEMENT  
TERRITORY, PRICING, OTHER TERMS

THIS SCHEDULE H, AND THE AGREEMENT OF WHICH IT IS A PART, IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PRIOR SCHEDULE HS, PROPOSALS AND UNDERSTANDINGS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS SCHEDULE. This Schedule H shall not be effective until executed by Partner and accepted and executed by an authorized representative of AMS. By execution, both signers certify that each is authorized to execute the Schedule on behalf of their respective companies.

FOR AND ON BEHALF OF AGENCY

ALCOHOL MONITORING SYSTEMS, INC.

By: \_\_\_\_\_

By: Lou Sugo

Name: Joseph Parisi

Name: Lou Sugo

Title: County Executive

Title: Vice President – Sales and Marketing

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Scott McDonell

Title: County Clerk

Date: \_\_\_\_\_

Signed by AMS and effective as of: 10/12/16  
"Effective Date"



1241 West Mineral Avenue, Suite 200  
Littleton, Dane County Sheriffs' Office

**SCHEDULE R  
SCRAM Remote Breath  
AGENCY PRODUCTS AND SERVICES AGREEMENT**

**AGENCY:** Dane County

This SCHEDULE R to the AGENCY PRODUCTS AND SERVICES AGREEMENT ("Agreement") is entered into on the Effective Date by and between ALCOHOL MONITORING SYSTEMS, INC. ("AMS") and the Agency listed above. This Schedule is incorporated by reference into the Agreement dated \_\_\_\_\_ executed by the parties. All other terms and conditions of the Agreement that are not in conflict with the terms of this Schedule are hereby ratified. Each capitalized term herein shall have the meaning assigned to it in the Agreement.

**1 GENERAL SCOPE OF AGREEMENT**

Subject to the terms and conditions of the Agreement, Agency shall have the option to purchase or rent SCRAM Remote Breath Products and Services from AMS to monitor and enforce compliance by Clients who are subject to alcohol monitoring programs solely in the Territory specified herein.

**2 COMMERCIAL TERMS FOR PRODUCTS AND SERVICES**

**2.1 Terms and Pricing of Products.**

**2.1.1 Products.** Agency may purchase or rent the Products at the prices set forth herein. The Equipment Rental Fees are payable irrespective of whether the Equipment is in use by a Client. Equipment Rental Fees will begin to accrue five (5) days following the shipping of the Equipment by AMS to Agency. Accepted orders for Products are non-cancelable unless written notice is given by either party to cancel all or any part of such order at least thirty (30) days prior to delivery. For additional Equipment, Agency shall use an AMS Equipment Order Form for any Equipment purchased or rented by Agency during the Term. Rental products must be returned to AMS at Agency's expense and must have a Return Merchandise Authorization (RMA) Number from AMS prior to shipment.

**2.1.2 Shipments and Delivery Terms.** Products ordered by Agency shall be delivered FOB to Agency's designated facility. AMS will pay shipping costs for any order of at least five (5) SCRAM Remote Breath Units. Agency shall pay shipping for all other orders, including the cost of any expedited order. AMS shall determine the type of packaging, mode and time of transportation.

**2.2 Fees for Services.** Agency shall pay AMS for the Services described in Section 2 and for the right to access the Monitoring Software at the current per diem rate for each SCRAM Remote Breath Set in use on a Client, (collectively, the "Daily Services Fee"). The current per diem rate as of the Effective Date is specified herein.

**3 SERVICES AND SUPPORT**

**3.1 General Scope of Services ("Services").** In consideration of the payment by Agency of the Daily Services Fee for the Equipment, AMS shall provide Agency with the Services and support functions set forth herein (the "Services"). Further, unless otherwise expressly agreed to by the parties, AMS is not obligated to and will not provide Services for any Equipment not purchased or rented by Agency directly from AMS. The Services shall consist of: (i) the remote collection and compilation of reports and data from the Equipment via the Monitoring Software; (ii) the provision of training and certification for Agency personnel as described below; (iii) the provision of technical support and telephone assistance from AMS professionals; (iv) the provision of reasonable disaster recovery and backup Services for Client data stored on the Monitoring Software; and (vi) the provision of such other Services and support functions as may be agreed to in writing by the parties from time to time.

**3.2 Training and Certification.** The Equipment is intended to be used to determine if a Client has consumed alcohol. It is a professional device designed to be used by trained Agency personnel in conjunction with a routine equipment maintenance and calibration program. Use by untrained personnel or without periodic maintenance or calibration may result in invalid results or incorrect interpretation of results. AMS will provide Agency with personnel training and certification in the use of the Products at AMS' then-current training rates. In addition, AMS will provide Agency access to a reasonable number of copies of its *SCRAM Continuous Alcohol Monitoring Operational Reference*

Guide and the AMS required training curriculum and syllabus. Any travel, lodging and reasonable expenses incurred by AMS personnel for purposes of training and personnel certification will be reimbursed by the Agency.

3.3 **Equipment Maintenance.** AMS and Agency shall establish a routine maintenance program designed to keep the Equipment in good repair, working order and condition in accordance with AMS' then-published specifications, including calibrating the Equipment on a no less than annual basis. AMS is not responsible for Agency's failure to adequately or timely calibrate the Equipment

#### 3.4 **Equipment Calibration.**

3.4.1 **Self-Calibration.** Agency may elect to perform its own calibration using calibration equipment purchased from AMS. In those instances where Agency elects to self-calibrate the Equipment, Self-Calibration Kits are available for purchase from AMS and will include calibration gas that will be shipped to Agency in non-refillable, non-returnable cylinders, and which shall become Agency's sole property. Agency will handle, use, and dispose of such cylinders in compliance with all applicable federal, state, and local laws, rules, regulations, and other legal requirements; and shall indemnify and hold AMS harmless from and against any and all legal proceedings and damages it may suffer if Agency breaches these obligations.

3.4.2 **AMS Calibration.** Agency may elect to have AMS calibrate the equipment by completing a Return Material Authorization and paying the Unit Calibration Fee.

3.4.3 **Calibration Options.** For quality assurance purposes, Agency's only options hereunder are to self-calibrate using the Self Calibration Kits from AMS or to return the Equipment for calibration by AMS.

#### 3.5 **Equipment Limitations.**

3.5.1 **Automated Facial Recognition.** The Equipment, working with the Monitoring Software, includes automated facial recognition software. This software is provided "as is" with no warranty, express or implied, and AMS makes no guarantee as to the accuracy or ability of this software to reliably determine matching and non-matching Client photos, or to detect circumvented tests. AMS makes no claims about the suitability or fitness of using this software for any particular court, agency, or Client, and it is recommended for increased accuracy that Agency manually review the pictures associated with each test.

3.5.2 **Breath Test Results.** AMS will not analyze or interpret testing results, reporting histories, or provide an opinion as to whether the Client has consumed alcohol. The concentration of alcohol in the blood of the Client cannot be exactly determined by using a breath alcohol-screening device. Blood alcohol concentration depends on a number of variables including, but not limited to, the amount of alcohol consumed, the rate at which it was consumed, body size, age, physical health and the rate of which the Client metabolizes alcohol. No vehicle or machinery should ever be operated after alcohol consumption, regardless of the breath test result as even small quantities of alcohol can result in driving impairment.

3.5.3 **Wireless/ Cellular Service.** While AMS provides the AT&T data network coverage as a part of its Services for the Equipment, AMS accepts no responsibility or liability for wireless data coverage or lack thereof. No data will be transmitted when the AT&T data network is not available.

3.6.4 **Other Limitations.** The SCRAM Remote Breath Equipment is not waterproof and should not be immersed in or exposed to water. Equipment damaged by Clients or by exposure to water will not be repaired and is subject to the Lost Unit Replacement Fee.

## 4 ACCESS RIGHTS

In consideration of the payment of the Daily Services Fees set forth below and subject to the terms and restrictions set forth herein, AMS grants Agency a limited, non-exclusive right to access the Monitoring Software for the purpose of monitoring Client data. Any Agency personnel using the Products to monitor Clients must complete training and certification as specified by AMS prior to being granted access to the Monitoring Software.

**SCHEDULE R  
 SCRAM REMOTE BREATH  
 AGENCY PRODUCTS AND SERVICES AGREEMENT  
 TERRITORY, PRICING, AND OTHER TERMS**

**1. Territory:**

Dane County in the State of Wisconsin

**2. Equipment Fees:**

**Remote Breath – Equipment Daily Lease & Monitoring:**

Quantity	Daily Services Fees
1-49	\$6.50/Day
50-149	\$6.00/Day
150-500	\$5.50/Day
500+	\$5.00/Day

**Remote Breath– Purchase Pricing:**

Quantity	Purchase Price
1-49	\$1,151.03
50-149	\$1,112.34
150-500	\$1,073.65
500+	\$1,034.96

**Daily Monitoring – For use with purchased equipment**

Quantity	Daily Services Fees
1-49	\$2.66/Day
50-149	\$2.67/Day
150-500	\$2.52/Day
500+	\$2.43/Day

For each individual order of 25 units or more, AMS will provide one Calibration Kit per each 25 units on the order

**Lost or Damaged Allowance – 5%**

(for leased equipment only): Customers are allowed a 5% Lost or Damaged Allowance. This means that 5% of their total inventory (both in use and not in use) may be reported to AMS as "lost" or returned to AMS as "damaged", at no charge. At the end of a 12 month billing cycle or the termination of contracting for equipment and services, customers will be billed for the listed GSA purchase price of that piece of equipment for the number of devices lost or damaged above 5% of their average total inventory for the year.

**Shelf inventory allowance: 20%**

(for leased equipment only): Customers are allowed a 20% shelf stock allowance. This means that 20% of their total inventory (both in use and not in use) may sit on the shelf (not in use), at no charge.

**Shelf Fee Above 20%**

Quantity	Daily Services Fees
1-49	\$1.48
50-149	\$1.45
150-499	\$1.38
500+	\$1.35

**3. Other Special Terms:**

In reference to the U.S. General Services Administration (GSA) Schedule Contract #GS-07F-0003Y

**SCHEDULE R  
SCRAM REMOTE BREATH  
AGENCY PRODUCTS AND SERVICES AGREEMENT  
TERRITORY, PRICING, AND OTHER TERMS**

THIS SCHEDULE R, AND THE AGREEMENT OF WHICH IT IS A PART, IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PRIOR SCHEDULE R's, PROPOSALS AND UNDERSTANDINGS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS SCHEDULE. This Schedule R shall not be effective until executed by Agency and accepted and executed by an authorized representative of AMS. By execution, both signers certify that each is authorized to execute the Schedule on behalf of their respective companies.

FOR AND ON BEHALF OF AGENCY

ALCOHOL MONITORING SYSTEMS, INC.

By: \_\_\_\_\_

By: Lou Sugo

Name: Joseph Parisi

Name: Lou Sugo

Title: County Executive

Title: Vice President – Sales and Marketing

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Scott McDonell

Title: County Clerk

Date: \_\_\_\_\_

Signed by AMS and effective as of: 10/12/16  
"Effective Date"

SCHEDULE W  
SCRAM WIRELESS  
AGENCY PRODUCTS AND SERVICES AGREEMENT



1241 West Mineral Avenue, Suite 200  
Littleton, CO 80120

AGENCY: Dane County

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This SCHEDULE W to the AGENCY PRODUCTS AND SERVICES AGREEMENT (the "Agreement") is entered into on the Effective Date by and between ALCOHOL MONITORING SYSTEMS, INC., ("AMS") and the Agency identified above. This Schedule is incorporated by reference into the Agreement dated \_\_\_\_\_ executed by the parties. All other terms and conditions of the Agreement that are not in conflict with the terms of this Schedule are hereby ratified. Each capitalized term herein shall have the meaning assigned to it in the Agreement.

A) Product Information –SCRAM Wireless Device ("Device"):

- a. The Device is been configured to pass information wirelessly from a SCRAM Base Station to SCRAMNET via the AT&T data network.
  - b. Agency is solely responsible for inventory management and all lost and damaged equipment
  - c. Devices ordered by Agency shall be delivered FOB to Agency's designated facility at AMS' expense for any order of at least five (5) units. Agency shall pay shipping for any order of less than five (5) units and for any expedited order. AMS shall determine the type of packaging, mode and time of transportation.
- B) Agency agrees and understands the Device does not provide caller location, caller identification, contain a motion sensor to detect if it is moved from its location, or come with a backup battery.
- C) While AMS provides the AT&T data network coverage as a part of its Services for the Device, AMS accepts no responsibility or liability for wireless data coverage or lack thereof. No data will be sent by the SCRAM Base Station when the AT&T data network is not available.
- D) The Device is a third party product sold by AMS to which the Service and Repair Policy does not apply. AMS warrants that for a period of one (1) year following delivery that the Device will (a) perform in accordance with published specifications, and (b) will be free from defects in materials or workmanship. In the event the Device performance does not meet this warranty, AMS' sole obligation will be to repair or replace the Device.
- E) The warranty in Section E will not apply to any Device that has been (a) damaged by lightning, water, or power surges, (b) neglected, altered, abused, or used for a purpose other than the purpose for they were provided, (c) disassembled or repaired by Agency or any other party, or (d) used in conjunction with a third party product other than the SCRAM Base Station.
- F) AMS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE DEVICE AND ALL OTHER EXPRESS WARRANTIES IN THE AGREEMENT AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

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SCHEDULE W  
SCRAM WIRELESS  
AGENCY PRODUCTS AND SERVICES AGREEMENT

1. Territory:

Dane County in the State of Wisconsin

2. Equipment Fees:

Equipment Daily Lease & Monitoring:

Quantity	Daily Services Fee/Active Unit
1-49	\$3.79
50-149	\$3.71
150-500	\$3.63
500	\$3.55

\*Wireless/Cellular monitoring pricing above includes SCRAM House Arrest Bracelet and Base Station, as referenced in Schedule H.

3. Other Special Terms:

In reference to the U.S. General Services Administration (GSA) Schedule Contract #GS-07F-0003Y

**SCHEDULE W  
SCRAM WIRELESS  
AGENCY PRODUCTS AND SERVICES AGREEMENT**

THIS SCHEDULE W, AND THE AGREEMENT OF WHICH IT IS A PART, IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PRIOR SCHEDULE Ws, PROPOSALS AND UNDERSTANDINGS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS SCHEDULE. This Schedule W shall not be effective until executed by Agency and accepted and executed by an authorized representative of AMS. By execution, both signers certify that each is authorized to execute this Schedule on behalf of their respective companies.

FOR AND ON BEHALF OF AGENCY

ALCOHOL MONITORING SYSTEMS, INC.

By: \_\_\_\_\_

By: Lou Sugo

Name: Joseph Parisi

Name: Lou Sugo

Title: County Executive

Title: Vice President – Sales and Marketing

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Scott McDonnell

Title: County Clerk

Date: \_\_\_\_\_

Signed by AMS and effective as of: 10/12/16  
"Effective Date"