

SERVICES OPERATIONS CONTRACT



Contractor: RECOVERY MONITORING SOLUTIONS (RMS)

Participating Entity: WEBB COUNTY ADULT DRUG COURT PROGRAM (DEPARTMENT)

Webb County Adult Drug Court
CJAD Grant No. 4448103
4101 Juarez Street
Laredo, TX 78040
(956) 523-4797

The following products or services are included in this contract portfolio:

- Global Positioning System Monitoring
- Continuous Alcohol Monitoring
- Portable Alcohol Monitoring
- Drug Patch Testing

Term: This AGREEMENT shall become effective for an eleven (11) month period beginning on **September 30, 2024 and ending on August 31, 2025** (unless terminated herein under the provisions below). The agreement shall automatically renew for another one (1) year term for a period not to exceed three (3) total years, unless either party provides notice to the other of its intent to terminate the agreement not less than thirty (30) days before the end of the then current term.

ARTICLE I RATES, MINIMUM REQUIREMENTS, AND STATEMENT OF SERVICES

1.1 RMS and the Department agree to the following rates:

FULL SERVICE ELECTRONIC MONITORING PROGRAM	DEPARTMENT FUNDED DAILY RATE
GPS Monitoring Active	\$8.50
GPS Monitoring Passive	\$7.50
Enhanced Monitoring (Only if Requested by the Department)	\$1.00

SERVICES OPERATIONS CONTRACT



FULL-SERVICE ALCOHOL MONITORING PROGRAM	DEPARTMENT FUNDED DAILY RATE
SCRAM CAM Continuous Alcohol Monitoring	\$10.00
Portable Alcohol Monitoring	\$6.00

DRUG PATCH	DEPARTMENT FUNDED
Drug Patch	\$80.00 (Per Patch)
Drug Patch Overlay With Application of New Patch	No Charge
Drug Patch Overlay Replacement Overlay for Same Patch	\$2.00 Each

1.2 Certified Provider. **RMS** has been duly certified as a provider for GPS, SCRAM CAM Continuous Alcohol Monitoring System, and the SCRAM Remote Breath Alcohol Testing Device in the State of Texas.

1.3 Scope of Services. **RMS** shall, in accordance with the terms of this AGREEMENT, provide all necessary personnel, equipment, materials, supplies, and services (except as may be furnished by the **Department** as specified in writing as part of this agreement) and do all things necessary for, or incidental to, the provision of the services.

1.4 Court Testimony. **RMS** agrees to provide testimony in court, if required, at no additional cost to the **Department** with fourteen (14) calendar days' advance notice.

1.5 Other:

I. General Duties of **RMS**:

- (a) **RMS** may offer, with advanced notice and for no additional cost, on-site program training and assistance for the **Department's** staff to explain the procedures for installation, monitoring, maintenance, de-installation and utilization of the monitoring software systems;
- (b) **RMS** (844) 909-8555 provides live technical support to assist **Department** staff with questions or issues that may arise with the Continuous Alcohol Monitoring (CAM) and Breath-Alcohol Testing (BAT) programs from 7:00 a.m. to 9:00 p.m. CST, Monday through Saturday including holidays;
- (c) **RMS** provides live technical support to assist **Department** staff with questions or issues that may arise with the GPS program 24 hours, seven days per week including holidays. **Department** staff should contact **RMS** at (844) 909-8555 for issues pertaining to individual participants or equipment repair needs;

SERVICES OPERATIONS CONTRACT



- (d) **RMS** will configure and establish automated notification programs, as applicable per technology, for alcohol and GPS monitoring technologies that include the system-generated automated text and electronic mail notifications to **Department** designees;
- (e) **RMS**, for an additional fee as noted in Section 1.1, offers Enhanced GPS Monitoring consisting of:
 - Violation alert management 24/7/365 including holidays;
 - After hours text message and/or e-mail notification to **Department** staff, if desired;
 - After hours telephone contact with the participant to investigate specific alerts per **Department** Notification Protocol;
 - After hours e-mail reports from Central Monitoring Center staff to **Department** representatives of specified violations per **Department** Notification Protocol;
 - **RMS** will provide a template for the development of the **Department** Notification Protocol for Enhanced GPS Monitoring.
- (f) **RMS** will require the participant to complete a Program Participant Agreement;
- (g) **RMS** will abide sole responsibility for participant enrollment; program orientation; alcohol sobriety verification; violation reporting; participation fee collection; and equipment installation, troubleshooting, fit adjustments, maintenance, replacement, removal, and device recovery;
- (h) **RMS** will provide a program orientation consisting of an explanation of program rules and the proper maintenance, care, and operational features of the monitoring equipment;
- (i) **RMS**, with the participant's cooperation, will make a good faith effort to schedule installation of monitoring equipment in accordance with the manufacturer's recommended guidelines and begin monitoring within forty-eight (48) business hours of referral for incarcerated participants;
- (j) **RMS** will monitor participants through the web-based, password protected information management system;
- (k) **RMS** will provide written reports via e-mail of participant enrollment, noncompliance, termination, and any other information requested;
- (l) **RMS** shall notify referring authorities of participant non-compliance (curfew violations, missed alcohol tests, alcohol detection or device manufacturer-confirmed consumption, equipment manipulation/obstructions/tampers, unauthorized device removal, etc.) and provide written reports as required by agreement with the referring agent, typically within twenty-four (24) hours of reporting the act of noncompliance;

SERVICES OPERATIONS CONTRACT



- (m) **RMS** will provide the **Department** with a monthly SCRAM CAM and Breath Alcohol Testing compliance report for each individual participating in the program;
- (n) **RMS's** Dallas-based Division Managers will provide oversight to ensure prompt participant enrollment, secure monitoring, thorough documentation and timely dissemination of violation notifications;
- (o) **RMS** will provide to the **Department** a monthly invoice identifying the participant's names and number of days monitored under the **Department** funding model;
- (p) **RMS** will initiate program termination proceedings in response to the following violations:
 - SCRAM CAM: When the participant has committed certain program violations, including failure to return phone calls from **RMS** staff in a timely manner, failure to download data from the SCRAM CAM device, and failure to report for equipment maintenance (deactivation requires **Department** approval).
 - Breath-Alcohol Testing: When the participant has committed certain program violations, including failure to perform a test for 24 consecutive hours without authorization or failure to report for equipment maintenance (deactivation requires **Department** approval).
- (q) **RMS** will pay the shipping costs for all equipment distributed to **Department** via standard three (3) day delivery service;
- (r) **RMS** will collect a deposit fee equal to the replacement costs of all equipment assigned to participants who reside or travel out of state for extended periods of time;
- (s) **RMS** will terminate monitoring immediately upon written request from the **Department** and make a good faith effort to recover all equipment within twenty-four (24) hours of deactivation;
- (t) **RMS** will abide the sole responsibility for collecting, from the participant/guardian, 100% of the cost for repairing or replacing all lost, damaged or stolen equipment;
- (u) **RMS** will bill the participant/guardian for the replacement and repair costs of all lost, damaged and stolen equipment:

GPS Bracelet	\$1,000.00
GPS Charger	\$ 50.00
GPS Strap	\$ 20.00
GPS Beacon	\$ 400.00
SCRAM CAM Bracelet	\$1,300.00
SCRAM CAM Base Station	\$ 500.00
SCRAM CAM Strap	\$ 75.00
SCRAM CAM Power Cord	\$ 50.00
SCRAM CAM Phone Cord	\$ 10.00

SERVICES OPERATIONS CONTRACT



Breath Alcohol Device	\$ 800.00
Breath Alcohol Charger	\$ 25.00
Breath Alcohol Case	\$ 30.00

- (v) **RMS** reserves the right to initiate criminal or civil action against any participant who is responsible for lost, damaged or stolen equipment.

II. General Duties of **DEPARTMENT**:

- (a) The **Department** will provide reasonable workspace for equipment installer(s), if applicable;
- (b) The **Department** will provide the name, job title, and contact information (e-mail address and phone number) for the person or persons designated to receive reports of noncompliance, notification of installation and de-installation, and other administrative and informational reports;
- (c) The **Department** will notify **RMS** on or before the date that a different person(s) identified in paragraph (b) above has been designated to receive the reports or any revisions have been made to the existing individual's contact information;
- (d) The **Department** will provide initial and updated information for participants monitored on GPS/RF in a timely manner for required notification of law enforcement agencies or victim(s);
- (e) The **Department** will provide initial and updated information in a timely manner for the effective monitoring of participants on GPS/RF (curfew timeframes, inclusion zones, exclusion zones, etc.);
- (f) The **Department** will develop a **Department** Notification Protocol document should GPS Enhanced Monitoring be included in any **Department** program;
- (g) The **Department** will designate staff requiring proper authorization to access the web-based monitoring system;
- (h) The Department will assist Recovery regain possession of all equipment within twenty-four (24) hours of deactivation;
- (i) The Department will report all incidents of lost, damaged and stolen equipment to Recovery within one (1) calendar day of discovering the event.

III. Limitations and Liabilities

- (a) **RMS** expressly disclaims any warranty that it's service or that its system is impervious to tampering. In no event shall **RMS** be liable for any direct, indirect, special, consequential, or incidental damages in connection with or arising out of the performance or use of the products or services provided under this agreement or any orders hereunder. In no event shall **RMS** assume or bear any responsibility or liability for acts that may be committed by a participant or persons subject to, using or monitoring the equipment;

SERVICES OPERATIONS CONTRACT



- (b) **RMS** shall not be liable for any failure or delay in performance of this agreement hereunder which is due in whole or in part to any cause beyond its control;

ARTICLE II REPRESENTATIONS AND WARRANTIES

RMS represents and warrants to and for the benefit of **Department** with the intent that **Department** rely thereon for the purposes hereof, the following:

2.1 Legal Status. **RMS** (1) is a validly organized and constituted sole proprietorship or partnership in the jurisdiction in which it is formed and in good standing therein; or, is a corporation duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and in good standing therein; (2) is duly qualified to conduct business in the State of Texas; and (3) has legal power and authority to own or lease its properties and conduct its business as presently conducted.

2.2 Authorization. The making and performance of this AGREEMENT has been duly authorized by all necessary action and will not violate any provision of current law or **RMS's** charter or by-laws. The AGREEMENT has been duly executed and delivered by **RMS** and, assuming due execution and delivery by **Court**, constitutes a legal, valid, and binding AGREEMENT enforceable against **RMS** in accordance with its terms.

2.3 Taxes. **RMS** has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon, including penalties and interest, or provided adequate reserves for payment thereof, except to the extent that same have become due and payable but are not yet delinquent, and except for any taxes and assessments of which the amount applicability or validity is currently being contested in good faith by appropriate proceedings.

2.4 No Child Support Owing. In accordance with 231.006 of the Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five percent (25%) or more of **RMS** and who is now more than thirty (30) days delinquent in paying court ordered approved child support may receive payment from state funds under a contract. Under 231.006, Family Code, **RMS** certifies that it is not ineligible to receive the Payments and acknowledges that this AGREEMENT may be terminated, and payments may be withheld if this certification is inaccurate.

2.5 Use of Payments. No part of the payments made to **RMS** will be expended for any consultant fees, honorariums, or any other compensation to any employee of **Department** or for unallowable costs as defined by the **Department**. **RMS** shall expend payments made hereunder solely for providing direct services and for reasonable and allowable expenses directly related to the provision of Services.

2.6 Non-Discrimination. In the performance hereof, **RMS** warrants that it shall not discriminate against any employee, subcontractor, or participant on account of race, color, disability, religion, sex, national origin, age, or those who have or are perceived to have a disability because of AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. **RMS** shall include the provisions of this paragraph regarding non-discrimination in each of its contracts with subcontractors so that such provisions will be binding upon each subcontractor.

SERVICES OPERATIONS CONTRACT



2.7 Non-Collusion. **RMS** warrants that no person, other than a bona fide employee, has been employed to solicit or secure this AGREEMENT with **Department**, and **RMS** has not paid or agreed to pay any person, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift, or any other consideration, contingent upon or resulting from the execution hereof. For breach or violation of this provision, **Department** shall have the right to terminate this AGREEMENT without liability, or at its discretion to deduct from payments, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingency fee.

ARTICLE III GENERAL CONDITIONS

3.1 Duties and Obligations. **RMS** shall provide the services in compliance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereafter affected or implemented.

3.2 No Subcontractors. No subcontractor may be utilized by **RMS** unless **Department** has furnished prior written approval.

3.3 Confidentiality. When applicable, records of identity, diagnosis, prognosis, or treatment of any participant through this AGREEMENT shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the participant's written consent as documented by a signed information release form. **RMS** shall notify **Department** in writing if any legal process requires disclosure of a participant's record and shall obtain written acknowledgement of same from **Department's** Authorized Representative.

3.4 Termination at Will. Either party may terminate this AGREEMENT for any reason whatsoever, without cause and at any time, by furnishing the other party thirty (30) days prior written notice. **Department's** only obligation for terminating the AGREEMENT pursuant to this section shall be the payment to **RMS** of payments earned hereunder up to the date of termination. **RMS's** only obligation for terminating this AGREEMENT pursuant to this section shall be to provide services until the date of termination. Neither **RMS** nor **Department** shall thereafter be entitled to any other compensation.

ARTICLE IV ADMINISTRATION AND FISCAL SYSTEM

4.1 Administrative Controls. **RMS** shall establish, document and maintain adequate administrative, financial, and internal controls to ensure that only allowable and reasonable costs are expended under this AGREEMENT.

4.2 Governing Board Responsibility. The appropriate governing board or entity of **RMS** shall bear full responsibility for the integrity of the services provided, including compliance with applicable federal and state laws and regulations. Ignorance of any AGREEMENT provisions or other requirements contained herein shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

SERVICES OPERATIONS CONTRACT



4.3 Conflict of Interest. **RMS** shall not refer participants for additional services without prior written approval of the **Department**. **RMS** shall develop and implement written internal policies that may be reviewed by the **Department** to ensure that members of the governing board, contractual personnel, consultants, volunteers, and employees do not use their positions with **RMS** for a purpose that is, or gives the appearance of being, motivated by a desire for personal gain or gain by a family member.

4.4 Remuneration. Staff of **RMS** shall not pay or receive any commission, consideration, or benefit of any kind.

4.6 Withhold Payments. The **Department** may withhold payments for any ineligible claims including inadequate or untimely monthly invoices until such time as the ineligible, inadequate or untimely claim is resubmitted and/or corrected by **RMS**. **RMS** agrees to return any unearned amounts paid by the **Department** within (30) days following the final date of the contract period, or at the **Department's** option, within thirty (30) days following the **Department's** delivery to **RMS** a notice that amounts paid are to be returned to the **Department**.

4.7 Accounting Records. **RMS** agrees to maintain a separate accounting or bookkeeping system specifically isolating the revenue and expenditures associated with this AGREEMENT in accordance with fund accounting principles.

4.8 Payments to RMS. **RMS** shall submit monthly invoices (in writing or electronically) as required herein and shall receive payments from **Department** based thereon, subject to the provisions in this AGREEMENT. **RMS** will provide an itemized list of services performed during the invoice period, including the names of all participants served, the service provided, and the amount of time rendered with each. **Department** agrees to pay **RMS** within thirty (30) days after receipt of the monthly invoice.

4.9 Specific Measures. All terms of this AGREEMENT are subject to monitoring and verification; however, **RMS** must have available for the **Department's** inspection records to support performance of those measures outlined in Article I herein.

4.10 Misspent Funds. **RMS** will refund expenditures of **RMS** that are contrary to this AGREEMENT and deemed inappropriate by the **Department** or designee.

ARTICLE V DEFAULT AND TERMINATION

5.1 Default by RMS. Each of the following shall constitute an Event of Default on the part of the **RMS**:

- a. A material failure to keep, observe, perform, meet, or comply with any covenant, term, or provision hereof, which failure continues for a period of twenty (20) days after receipt of **RMS** of written notification thereof;

SERVICES OPERATIONS CONTRACT



- b. (1) Admit in writing its inability to pay its debts;
(2) make a general assignment for the benefit of creditors;
(3) suffer a decree or order appointing a receiver or trustee for it or substantially all of its property, and, if entered without its consent, same is not stayed or discharged within sixty (60) days of such decree or order, (4) suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing; or (5) suffer any judgment, writ of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not released, stayed, bonded, or vacated with sixty (60) days after such issuance or levy, and
- c. The discovery by **Department** that any statement, representation or warranty in this AGREEMENT is false, misleading, or erroneous in any material respect.

5.2 Remedy of DEPARTMENT. Upon the occurrence of an event of default by **RMS**, **Department** shall notify **RMS** of such event of default, and subject to the time provisions of Section 5.1 hereof, **Department** shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (a) suspend referral of participant; (b) suspend payment; (c) taking action to cure the event of default, in which case **Department** may offset against any payments owed to **RMS** all reasonable costs incurred by **Department** in connection with its efforts to cure such event of default; and (d) termination and removal of **RMS** as provider of services. In the event of **RMS's** removal due to an Event of Default, **Department** shall have no further obligations to **RMS** after such removal and in such event, **RMS** agrees to cooperate with **Department** regarding a transition to new provider of services.

ARTICLE VI MISCELLANEOUS PROVISIONS

6.1 Force Majeure. **RMS** and **Department** agree that **RMS** shall not be liable for any delay or inability to perform this agreement, directly or indirectly caused by, or resulting from, strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot, civil commotion, lack of material, delays of transportation, pandemics, acts of God or other cause beyond reasonable control of **RMS** and the **Department**.

6.2 Inconsistencies. Where there exists any inconsistency between this AGREEMENT and other provisions of collateral contractual Agreements that are made a part hereof by reference or otherwise, the provisions of this AGREEMENT shall control.

6.3 Severability. Each paragraph and provision hereof is severable from the entire AGREEMENT and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

6.4 Prohibition Against Assignment. There shall be no assignment or transfer of this AGREEMENT without the prior written consent of both parties.

6.5 Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage paid.

SERVICES OPERATIONS CONTRACT



6.6 Entire. This AGREEMENT incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written AGREEMENT. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto and/or embodied herein.

6.7 Amendment. No changes to this AGREEMENT shall be made except upon written agreement of both parties.

6.8 Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

6.9 Counterparts. This AGREEMENT may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

6.10 Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT including the Exhibits attached hereto and incorporated herein by reference to be executed as of the date first above written.

Autumn Ledbetter

Vice President of Business Development
Recovery Monitoring Solutions

Date: _____

The Honorable Tano E. Tijerina

County Judge
Webb County

Date: _____

SERVICES OPERATIONS CONTRACT



**Recovery
Monitoring
Solutions**

EXHIBIT A

MONITORING EQUIPMENT RECOVERY

- I. Participant Financial Responsibility for Lost, Damaged or Stolen Monitoring Equipment
 - A. Participants are issued equipment in new or like new condition and are expected to return each piece in good working order with only a reasonable amount of wear and tear.
 - B. Participants who lose, steal, damage, or otherwise fail to return equipment will be instructed to reimburse Recovery in a lump sum payment or in accordance with the terms of the Equipment Restitution Schedule. This includes those articles lost – even as a result of the participant's incarceration – or destroyed due to theft, fire, accidents, or any other event beyond the participant's control.
 - C. Lost/Stolen Equipment: A significant, pre-determined portion of the value of the device and its key components (base station, multi-connect, beacon, etc.) shall be collected prior to issuance of another piece. Restitution for the remaining amount is due in three or fewer payments of equal sums. Before obtaining ancillary items such as straps, chargers, carrying cases, and power cords, participants shall render the entire cost in full.
 - D. Damaged Equipment: Participants shall pay a minimum \$75.00 non-refundable fee (or more if the manufacturer's repair costs exceed that amount) prior to receipt of a replacement device for one that has been damaged. NOTE: This charge may be waived at the discretion of Recovery.
 - E. Malfunctioning Equipment: If returned within the first 30 days, participants will not be charged for replacement of malfunctioning equipment that bears no evidence of damage.
- II. Participant Legal Liability for Lost, Damaged or Stolen Monitoring Equipment
 - A. If any equipment remains unaccounted-for that was last known to be under the participant's control, Recovery reserves the right to initiate the process of having criminal charges filed, in the county where installation took place, against the participant who fail to reimburse the company for lost, damaged or unreturned equipment.
 - B. Attempt will be made to contact the participant at all phone numbers and e-mail addresses provided in the Program Participant Contract.

SERVICES OPERATIONS CONTRACT



- C. Thirty (30) days following issuance of an-unreturned equipment invoice to the participant, a First Letter will be mailed to his/hers last known address to warn that criminal charges may be filed if the equipment is not returned or reimbursement rendered within a reasonable period of time. The value of each missing piece shall be identified in the letter.
 - D. If the account is not reconciled within thirty (30) additional days, a certified Demand Letter will be delivered stating that criminal charges for Theft of Service will be filed if the equipment is not returned or reimbursement rendered within ten (10) days. The value of each missing piece shall be identified in the letter.
 - E. If the account is not reconciled within thirty (30) additional days or any returned equipment bears evidence of damage, the certified Demand Letter, Affidavit of Fact (Complaint), and a signed copy of the Program Participant Contract will be presented to the proper authorities and request the filing of criminal charges.
- III. Participant Civil Liability for Lost, Damaged or Stolen Monitoring Equipment
- A. If returned equipment is not operating within the manufacturer's specifications or exhibits a degree of wear and tear that is deemed to be excessive, Recovery reserves the right to pursue civil action as follows:
 - 1. Obtain written documentation of the manufacturer's estimated cost for equipment repair or replacement;
 - 2. Obtain photographs from the manufacturer, if applicable, showing the damaged parts;
 - 3. Invoice the participant for the actual cost of repair or replacement as determined by the manufacturer; and
 - 4. Request imposition of a special condition requiring restitution for equipment repair or replacement costs during the term of the participant's period of supervised probation.