

**Amendment 2 to Master Agency Agreement
By and Between
Alcohol Monitoring Systems, Inc. ("AMS")
And
Board of County Commissioners of the County of Tulsa, Oklahoma
on behalf of
Tulsa County Court Services ("Agency")**

APPROVED
09/27/2021

This AMENDMENT 2 by and between AMS and Agency amends the Master Agency Agreement approved June 1, 2020, recorded in the records of the Tulsa County Clerk as CMF#20201257, as amended by Amendment 1 approved October 12, 2020, recorded as CMF#20202530, and renewed by CMF#20210928 (as amended and renewed the Master Agency Agreement is referred to herein as the "Agreement").

NOW THEREFORE, in consideration of the above premises and the mutual promises contained herein, it is hereby agreed that the Agreement and Schedules identified below shall be modified and amended as follows:

- A. The Initial Term for GPS Bracelet is amended to state July 1, 2021 – June 30, 2022.
- B. Section 4.2 – Rental Equipment Price – the pricing for GPS Bracelets reflected in the Schedule attached to the Agreement is amend to the following:

Equipment Type	Quantity	Rental Equipment Fee, per Unit, per Day	Service Fee per Unit, per Day	Daily Service Fee per Unit (includes Rental Equipment Fee)	Shelf Fee
GPS Bracelet	1+	\$0.55	\$2.60	\$3.15	\$0.74

- C. Section 6 of the Agreement – Reserved in the Agreement and previously amended to include the Touchpoint terms included in Amendment 1, is further amended by the addition of the following: Mobile Applications - Add Ally Mobile Application

ALLY MOBILE APPLICATION: The Ally Mobile Application is an AMS proprietary mobile application designed for Victim notification used to alert a Victim when a Client wearing an AMS GPS Bracelet is in geographic proximity of the Victim's phone. AMS will provide the Agency with Ally Mobile Application training. Victims will download the Ally Mobile Application to their cell phone and upon first use agree to the Ally Mobile application terms and Conditions of Use. The Agency will provide Ally Mobile Application training to the Victim. The alert geographic boundary is set by the Agency in the Monitoring Software. The Client must be on a 1x1 rate plan if they are paired with a Victim. The term "**Victim**" means a person who is a participant in a victim notification program managed by Customer and who is authorized by Customer to download and activate the Ally Mobile Application on his/her personal mobile device so that the Victim can receive alerts related to the Client based on parameters set up by Customer in the Monitoring Software.

Required Actions by Customer, Client and Victim:

It is understood and agreed by the parties that the Ally Mobile Application is to be used as a part of a written victim notification program managed by Customer whereby the Client is enrolled in a GPS monitoring program requiring the wearing of a SCRAM GPS Ankle Monitor Bracelet.

The Ally Mobile Application is not a substitute for the Victim remaining vigilant to protect his/her personal safety and cannot be relied upon as the sole means of maintaining the Victim's personal safety. Each Victim must comply is all respects with the detailed requirements listed in the Ally Mobile Application Terms and Conditions which are available via a link in the Ally Mobile Application. In addition, the timely receipt and/or accuracy of alerts from the Ally Mobile Applications are dependent upon: (i) the Victim's full compliance with the requirements of the Ally Mobile Application Terms and Conditions; (ii) full compliance of the Client with the requirements of his/her GPS location monitoring program, including but not limited to, the Client not tampering with or removing his/her device; (iii) the proper set up and maintenance in the Monitoring Software by Customer of all zones, schedules and victim information for the relevant Client; and (iv) the Client's SCRAM GPS Ankle Monitor Bracelet being "active" so that notifications can be sent to the Ally Mobile Application. Customer shall be solely responsible for the management and supervision of any Client, Victims or Customer personnel using the Monitoring Software. In addition, Customer is solely responsible for (i) the development of a Victim notification program, (ii) the maintenance of a separately contracted GPS monitoring program requiring the wearing by Clients of SCRAM GPS Ankle Monitor Bracelets, (iii) the selection and implementation of the Victim enrollment process, (iv) the set up and maintenance of the monitoring and notification options available in the Monitoring Software (including maintenance of all zones, schedules and victim information) and (v) the training of Victims in the set up and use of the Ally Mobile Application. AMS is not responsible or liable for Customer's failure to properly fulfill its foregoing responsibilities **AMS IS NOT RESPONSIBLE OR LIABLE TO CUSTOMER, CLIENT OR VICTIM IF THE ALLY MOBILE APPLICATION DOES NOT PROVIDE TIMELY OR ACCURATE NOTIFICATIONS OR ALERTS DUE TO A FAILURE OF CUSTOMER, CLIENT OR VICTIM TO COMPLY WITH ANY OF THE FOREGOING.**

Price: \$1 per day, per Victim per Ally user.

CMF# 20212163

Billing: AMS will invoice the Agency monthly in arrears for Ally. Payment terms will be those as set forth in the Agreement. Ally price is subject to change upon availability of additional features/function. AMS will contact Agency if the price changes and if the new price cannot be agreed on by Amendment on this Agreement, Ally will become unavailable with 30 days prior notice.

- D. Section 7 - SHELF FEE; SHELF ALLOWANCE; LOSS AND DAMAGE ALLOWANCE; LOST AND DAMAGE FEE: Add the following:

Shelf Allowance: GPS – 30%

Loss and Damage Allowance: GPS – 5%

Loss and Damage Fee: The replacement cost for GPS is \$550.00/unit

- E. Add Attachment 1 Monitoring Service Level Agreement and Schedule A Additional Monitoring Fees as attached hereto:

**ATTACHMENT 1 – MONITORING SERVICE LEVEL AGREEMENT INFORMATION
TO
PRODUCT AND SERVICE SCHEDULE
TO
MASTER AGENCY AGREEMENT**

1 OVERVIEW

The following information details the alert and notification protocols that AMS will provide to Agency for those Clients using Equipment that requires Additional Monitoring Services and is incorporated by reference into the Product and Services Schedule to the Master Agency Agreement between the parties.

1.1 SERVICES

- 1.1.1 **Additional Monitoring Services.** AMS will provide Additional Monitoring Services on a 24/7, 365-day basis. The Monitoring Services are provided by AMS and not a third party. Services generally consist of outbound calls made by AMS to Probation Officers, law enforcement or Clients, telephone calling or customized Monitoring Services based on alert protocol specifications entered into the Monitoring Software.
- 1.1.2 **Contact Information and Monitoring Service Level Agreement Form.** Agency will contract AMS to configure the Monitoring Software to maintain all alert protocols and contact information.
- 1.1.3 **Alert Protocols.** Agency will contact AMS to set up alert protocols that will be documented in a separate SLA for each Customer.
- 1.1.4 **Alert Response Time.** AMS will respond to outbound alerts within 30 minutes of receiving notification of alert and will follow the protocols as configured for Agency.
- 1.1.5 **Recording.** The Monitoring Software will record inbound and outbound requests made by telephone. For quality purposes AMS will provide individual recordings of the telephone transactions upon written request.
- 1.1.6 **Reporting.** Upon written request, AMS will provide Agency with the following information:
- Number of alerts received for a specific period of time
 - Average time to respond to alerts
 - Results/notes of calls

1.2 PRICE AND PAYMENT. Additional Monitoring Service standard fees are identified on Schedule A hereto, but will be formally agreed to in the SLA, and will be invoiced by AMS on a monthly basis as incurred and shall be paid by Agency the payment terms set forth in the Agreement from the date of such invoice and the remedies under the Agreement shall apply to any non-payment.

**SCHEDULE A – ADDITIONAL MONITORING SERVICE FEES
TO
ATTACHMENT 1 –SERVICE LEVEL AGREEMENT
TO
PRODUCT AND SERVICE SCHEDULE
TO
MASTER AGENCY AGREEMENT**

SERVICE LEVEL CHOSEN: PREMIER

SERVICE APPLICABLE PRODUCT(s): Check the box for the Product(s) you are purchasing the Additional Services for.

CAM **REMOTE BREATH** **HOUSE ARREST** **GPS**


ADDITIONAL MONITORING SERVICES	CAM	REMOTE BREATH, HOUSE ARREST, GPS (Per Day, Per Client)
Standard (Included in Services Fee)		
<ul style="list-style-type: none"> • 24/7/365 monitoring services • Online training and certifications • Automated alert notifications delivered via text, email or page • Daily summary reports • 24/7 alert generation and analysis 	No Additional Charge	No Additional Charge
Premier		
<ul style="list-style-type: none"> • Standard, plus: • High priority alert investigation/ handling/ resolution • Manual outbound officer and offender calls • Closed loop documentation of alert handling/ resolution (1-3 calls per alert) 	Not Available	\$.70
Premier Plus		
<ul style="list-style-type: none"> • Premier, plus: • Outbound offender and officer calls based on defined protocols and escalation procedures per SLA • Escalated alert notifications to officers and/or supervisors (e.g. highest authority for notification) (>3 calls per alert) 	Not Available	\$1.25/day/Client
Customized Services		
For data entry, schedule changes, on-site training, operational assessments, agency and court reporting packages	Priced for each service in the SLA	Priced for each service in the SLA

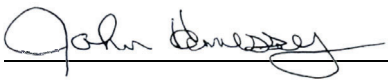
All other terms and conditions of the Agreement, as amended by Amendment 1, remain in force and unchanged. Unless otherwise defined herein, capitalized terms shall have the same meaning as ascribed to them in the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 2 to be executed by their duly authorized representatives as of the date last written below.

**Tulsa County Board of County Commissioners
on behalf of Tulsa County Court Services**

ALCOHOL MONITORING SYSTEMS, INC.

By: 

By: 

Name: Stan Sallee

Name: John Hennessey

Title: Chairman, Board of Commissioners

Title: Chief Revenue Officer

Date: 09/27/2021

**Signed by AMS and effective as of the date signed by
Customer's governing body ("Effective Date")** 09/21/2021

Attest:  
Michael Willis, County Clerk

Approved as to form:

James G. Rea Digitally signed by James G. Rea
Date: 2021.09.22 13:23:36 -05'00'
Assistant District Attorney