

MOU Attachment A: Ignition Interlock Services

Program Description:

An Ignition Interlock Device (IID) is a device installed on a motor vehicle which measures an individual's breath alcohol concentration and prevents the motor vehicle from starting if the alcohol concentration meets or exceeds the startup set point of 0.030 g/ 210 liters of breath. The device requires the operator of the motor vehicle to provide a breath sample before the vehicle is started and at various times while the vehicle is running as part of an effort to reduce impaired driving due to the effects of alcohol. IIDs must be calibrated, installed and serviced by certified service representatives in certified service centers in accordance with the Texas Administrative Code, Title 37, Part I, Chapter 10, as well as the terms and conditions set forth in this MOU. IID service providers must perform all required services including calibration, data download and device inspection every (30) thirty days or as otherwise directed by the court and provide a summary of all IID events such as compliance, tampering, circumvention, vehicle activity, and all violations in accordance with a format acceptable to DCCSCD. The Service Provider will analyze the IID data and provide the results of those summaries within two (2) business days of IID service. The Service Provider will provide notifications of Lockout Violations or Discontinuation of Monitoring to DCCSCD within one (1) business day.

Allocation of Cost:

This program will be a self-paid program by the client and DCCSCD is not responsible for any financial payments whatsoever. The clients referred to the service provider assume full responsibility for all fees and costs associated with IID equipment, installation, calibration, monitoring, data analysis, and reporting. The Service Provider is to have a set fee for services. The Service Provider will provide DCCSCD with information on any and all fees assessed for these services annually or when modifications are made to established fees.

Responsibilities of Parties:

In recognition of the public benefits to be derived from the implementation of the program the parties agree that their responsibilities under the agreement shall be as followed:

A. Dallas County CSCD responsibilities:

1. DCCSCD will furnish the Service Provider with the supervising officer's name, email, business address, and phone number for all cases.
2. In cases where the service provider is unable to ascertain the supervising officer, an email contact will be provided by DCCSCD for the service provider to contact and get the relevant information.
3. DCCSCD will furnish the Service Provider with a signed authorization removal order completed by DCCSCD courts and signed by the Judge and delivered by fax or scanned email to the Service Provider.

4. Compliance monitoring reviews will be conducted at agencies as needed. Agencies must adhere to all covenants of this MOU as well as any applicable local, state or federal standards, including the standards established by the Texas Administrative Code.

B. Service Provider Responsibilities:

Facilities and General Provisions

1. All Service Provider installation centers must have approval and certification to operate in the State of Texas consistent with Texas Administrative Code Title 37, Part 1, Chapter 10.
2. The certified service center shall be located in a facility which properly and successfully accommodates installing, inspecting, downloading, calibrating, repairing, monitoring, maintaining, servicing and/or removing a specific IID device. A designated waiting area that is separate from the installation area is to be provided for the client. The client is not to witness the installation of the IID.
3. The Service Provider must maintain a copy of their Texas Department of Public Safety certification on site at all times.
4. The Service Provider must provide internet-based web access to all client reports. All reports should be uploaded to the website and available to DCCSCD officers for review within 2 business days of enrollment. All records, including client photos, must be maintained and made available upon request to DCCSCD.
5. The Service Provider must ensure that any and all DCCSCD employees have access to client's online reports via website. All User IDs and Passwords will be issued by the service provider. The responsibility to ensure client record confidentiality will rest on the service provider.
6. The Service Provider must include online help, including interpretive guides and a glossary of terms, for assisting DCCSCD officers and staff in the interpretation of reports and results.
7. The Service Provider must ensure easy and user-friendly access to client information including summary reports, detail reports and client photographs. This user-friendly format should allow DCCSCD employees to be able to view client pictures without scrolling through detail reports.

8. The Service Provider must provide a toll free number for clients and DCCSCD.
9. The Service Provider must provide and maintain a seven-day-per week, twenty-four hours per day (24/7) “on call” customer service access for clients and DCCSCD employees. Voicemail service is insufficient.
10. The Service Provider shall have a toll free number permanently marked on the IID and must be viewable by the client after the device is installed.
11. The Service Provider must provide English and Spanish versions of all instructions, documents and training materials.
12. The Service Provider shall conduct an orientation and issue a copy of all paperwork concerning the requirements, rules, and restrictions of IID for all offenders receiving services.
13. The Service Provider is to have a set fee for services. The Service Provider will provide DCCSCD with information on fees assessed for services annually or when modifications are made to established fees.
14. The Service Provider will provide annual training to DCCSCD regarding the functionality of the Interlock Device and how to interpret client violation reports.
15. The Service Provider shall maintain electronic records including, but not limited to IID installation, removal requests, photographs, and reports submitted to DCCSCD officers for five (5) years after the program completion by the client. The Service Provider agrees to maintain pictures and all electronic documents available on the website for this time frame.
16. The Service Provider will not use a subcontractor for any installation, calibration, downloads, maintenance, repair, data analysis, or reporting services without DCCSCD review and written consent.
17. The Service Provider agrees to abide by all applicable Federal and Texas statutes and regulations pertaining to the confidentiality of the records of offenders referred by DCCSCD.
18. The Service Provider must have a reporting department/ unit for analyzing the data in reports, distributing reports, and to be a contact person(s) for DCCSCD. The technician who installs the device and/or conducts downloads must not be the person performing data analysis duties.
19. So as to avoid potential conflicts of interest, the Service Provider agrees that service sites will not conduct any business with clients unrelated to the IID without written permission from the court of jurisdiction.

20. The Service Provider agrees to provide to DCCSCD monthly aggregate outcome data regarding the number of clients enrolled, status in terms of bond or probation, the number of new installations and removals per month, the number and calculated percentage of clients with BrAC tests at or above 0.020 per month, and the number and calculated percentage of clients with additional violations. Aggregate data reports will need to be sent to the designated DCCSCD representative on the 15th of each month for data concerning the previous month.
21. All IID installations as of September 1, 2013 must include a camera. If a non-camera device needs to be replaced for any reason, it will be replaced with a camera. A DCCSCD employee may inform the vendor that a client must switch from a non-camera to a camera device by phone or email.
22. For devices with a camera unit, the Service Provider must take a photo of the client upon installation for master image comparison. The master image on file will be included on the standard report for comparison. If the camera is not functioning properly, the report will note the issue and what steps the vendor took resolve the issue immediately.
23. Photos must be taken at the minimum with each test, upon request of a rolling retest, upon expiration of rolling retest, and during circumvention.
24. Temporary lockouts due to a failure (0.030 or above) must be programmed for a duration of five (5) minutes allowing clients to re-test in a reasonable amount of time and begin driving if cleared. If not cleared, the temporary lockout time will start over upon completion of the second failed test. Temporary lockouts shall be included in the "Report Results" chart for "lockouts" and included in the data log following an initial test failure.
25. The IID handset shall display a "warning" or "re-test" message to client when the BAC result is equal to or between 0.020 and 0.029 and a "fail" or "re-test" message when the BAC is at or above 0.030. While the terminology and display may vary, clients should be informed when they have submitted samples where breath alcohol is detected at or above 0.020.
26. After a BAC result at or above 0.020, the IID shall prompt a retest no less than two (2) times within the next fifteen (15) minutes.
27. The Service Provider shall provide one free six (6) hour unlock code per calibration period for an IID that is in lockout status. The IID will function normally for the six hour period. The six hour period begins once the unlock code is entered and a test is completed. If the client fails to complete the required service during that six

hour period, the IID will return to lockout status at the expiration of the six hours. The Service Provider shall not issue a second unlock code. The responsibility of transporting the vehicle to the service center will then fall on the client while the IID is in lockout, i.e vehicle tow at the cost of the client.

28. The Service Provider shall waive removal fees for clients who are required to change service providers due to the removal of the Service Provider from the DCCSCD approved provider list.

Staffing

1. The Service Provider will conduct pre-employment and annual criminal background checks on all its employees and contractors. Results of these criminal background checks will be subject to DCCSCD review. The Service Provider agrees to immediately report to DCCSCD if any of its employees and or contractors are currently under community supervision including deferred adjudication.
2. All Service Center installation technicians must have current certification to provide IID consistent with Texas Administrative Code Title 37, Part 1, Chapter 19, Subchapter B50. Installation technicians in training may only provide services under the direct supervision of an onsite certified technician and the training period may not exceed one year.
3. The Service Provider must provide qualified personnel to testify in court at the Service Provider's expense; concerning client reports, interlock operations, and violations.

Installation, Calibration and Removal Services

1. Upon Order from the court, the service provider must install an ignition interlock device with the following capabilities: a camera, an anti-circumvention feature that cannot be disengaged by the client, as well as remote unlocking and service capabilities, restricted driving and occupational lockout capabilities, that is programmed for violations lockout, and is consistent with Texas Administrative Code Title 37, Part 1, Chapter 19, Subchapter A.
2. The Service Provider will provide calibration and data download service for the Interlock Device every 30 days unless otherwise directed by DCCSCD. Service Provider will also send all reports to the assigned officer's email account for monthly review. The generic DCCSCD email address is not to be used as a primary means of communication with DCCSCD officers or employees.
3. The Service Provider will physically check all interlock devices for evidence of tampering, including connections and tamper seals at each calibration and

download. When evidence of tampering is discovered, the appropriate judicial authority shall be notified in writing and appropriate records made available to DCCSCD.

4. The Service Provider will repair or replace an Interlock Device no later than two (2) business days after receiving a complaint or equipment malfunction regarding the operation of the device. All costs associated with repair or replacements are the sole responsibility of the Service Provider.
5. Client's failure to pay necessary fees which renders discontinuation of monitoring by the Service Provider is considered a violation by the client and must be reported to the assigned DCCSCD officer within one (1) business day.
6. The Service Provider will only remove Interlock Device upon receipt of a judicial court order.

Reports and Communications with DCCSCD:

1. The Service Provider will provide and report requested information to DCCSCD officers in the DCCSCD standardized report format. (See Attachment B). The requested information will include, but is not limited to Service Provider representative conducting service, service center information, date and service conducted, client information, master image and photographs, vehicle information and mileage, illegal starts, BrAC results at or above 0.020, rolling retest refused, rolling retest failed, authorized starts, calibrations, confirmation results, or client not appearing for calibration confirming results.
2. The report summary must include a portion of the detailed report covering any abnormalities/ violations. This should be included with the summary report and not a separate attachment. Positive readings at or above 0.020 are to be on the summary report along with three (3) prior tests and three (3) subsequent tests (even if days change). The report summary must also include information regarding when the engine/motor is turned off during that period. Refused rolling retests must be treated similarly for reporting purposes (include the 3 prior and 3 subsequent tests in the summary). Pictures taken for all of these events must also be included in the report summary. Abnormalities such as tampering, and handset disconnects while driving should be noted in the comment section.
3. The Service Provider must report via email notification of installation, removal, or transfer of IID to another vehicle to DCCSCD within two (2) business days of the

event. Lockout notification must be reported to DCCSCD within one (1) business day of the event.

4. The Service Provider will send violation notifications to the supervising officer's email address. In cases where the supervising officer is not known, the Service Provider will send an email to the contact email address provided by DCCSCD. All email notifications will include client name along with "Summary", "Lockout", "Installation" or "Removal" in the subject line of the email.
5. The Service Provider will report events including, but not limited to: the engine/motor being started without passing a breath test; failure of or refusing to take a rolling re-test; the engine/motor is started when the Interlock Device is in lockout state (permanent or temporary); tampering; and a BrAC at or above 0.020 is detected. A confirmed violation encompasses any violation that is not an equipment malfunction or defect.
6. The Service Provider will not discuss violations with the client without prior contact with the DCCSCD management designee or DCCSCD officer.
7. The Service Provider data analyzer must interpret IID test results and determine if BrAC readings at or above 0.020 are consistent with alcohol use. This interpretation should be documented in the report section entitled "Consistent with Alcohol," where the data analyzer will indicate whether the results were "yes"- consistent with alcohol, "no"- not consistent with alcohol, or "undetermined" – inadequate test result data to determine if the results are or are not consistent with alcohol use. The "comments" section should be utilized to explain the Y/N/U determination. For example, if a client has two consecutive BrAC results of 0.020, but fails to test a third time for conclusive evidence, the summary chart would list the two 0.020 BrAC tests in the detail section along with three prior tests and three subsequent tests (including photos). In this example, the data analyzer may indicate "Undetermined" as consistent with alcohol.
8. When a client's failure to pay fees results in discontinuation of monitoring by the Service Provider, a violation must be reported to the assigned DCCSCD officer within one (1) business day.
9. The Service Provider will ensure that, in the event the client fails to have their IID calibrated on their scheduled service date, the IID will go into "lockout" within 72 hours (3 days).

10. The Service Provider will note any verification of any vehicle repair by a mechanic in the comments section for the DCCSCD report.
11. The Service Provider will ensure that all instances of device malfunctioning/inability to download and collect data are documented on the summary report along with all steps taken by the Service Provider to remedy and resolve any issues immediately.
12. For Transfer-In cases where DCCSCD is providing courtesy supervision for another county or state, the Service Provider agrees to provide the summary reports to DCCSCD in a format approved and acceptable to the county or state of jurisdiction.
13. For Transfer-Out cases where DCCSCD sends courtesy supervision to another county or state, the Service Provider agrees to provide the summary reports to DCCSCD and the receiving jurisdiction in Dallas County format. DCCSCD will be the primary recipient and the supervising officer will be the secondary recipient.
14. Lockout notices due to failure to calibrate shall include this terminology: “Missed Service Date: (date)” and “client failed to return at their required service date, and the ignition interlock is in LOCKOUT as of (date). At this time the interlock device is inoperable and will remain inoperable until it is serviced. Attempts were made to contact the client after missed service date and prior to lockout.”
15. The Service Provider will provide online access to the DCCSCD standardized report format, installation notices, lockout notices, and removal notices.
16. The Service Provider will include comments on the DCCSCD standardized report format when a calibration or download occurs at a less than regular interval (normally every 30 days).
17. The DCCSCD standardized report format will be on the Service Provider’s letterhead with a contact phone number. The pages shall be numbered in the format of “page 1 of 3”, “page 4 of 4”, etc. The client’s name shall be included on every page of the report.
18. The Service Provider shall notify the officer when the IID is switched from one vehicle to another, either through a separate notice or using the comments section on the summary report. The make and model of both vehicles shall be noted.

**Attachment B: Dallas County Standard Format
Dallas County Standard Format
Ignition Interlock Summary Report**

<p><u>Client Information</u> Name: DOB: DL: Address: Phone: Case #: SID #: County: Dallas</p>	<p><u>Monitor Information</u> Name: Address: Phone: Fax: Email: Condition:</p>	<p><u>Master Image</u></p>
<p><u>Service Center Information</u> Location: Date of Installation: Date of removal: Device/ Model: Camera: Calibration Confirmation:</p>	<p><u>Vehicle Information</u> Year: Make/ Model: Color: Mileage:</p>	
<p><u>Reporting Information</u> Technician conducting service: Date Service Conducted: Next Service Date: Reporting Period:</p>		

Report Results

<u>Event</u>	<u>Number</u>	<u>Consistent with Alcohol (Y, N,U)</u>
Illegal starts:		N/A
BrAC 0.020- 0.029:		
BrAC = > 0.030:		
Rolling Retest Refused:		N/A
Lockouts:		
Engine/Motor Starts:		N/A
Engine/Motor Stops:		N/A

If the device is a camera unit, was the camera functioning properly for the report period (If no, utilize comment section)?

Comments: