

# MOU Attachment E: Transdermal Alcohol Monitoring Service

## **Program Description:**

Transdermal Alcohol Monitoring (TAM) services employ the use of body-worn devices to screen for alcohol consumption in client populations court-ordered to remain abstinent from alcohol. While TAM devices do not provide quantitative measures of blood alcohol, they can alert officers of possible alcohol consumption pending further testing.

TAM Service Providers must perform all required services including calibration, data download, and data analysis. TAM Service Providers must also provide DCCSCD a summary of all TAM device events, including compliance and violations, in accordance with a format acceptable to DCCSCD every thirty (30) days. The Service Provider will provide notifications of Violations or Discontinuation of Monitoring to DCCSCD within one (1) business day. For devices with instantly reported data, email notifications to the supervising officer will be limited to alcohol-related events, tampering, and two or more consecutively skipped tests. The monthly summary report will suffice in communicating all other data.

## **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 TAM 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 follows:

### **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 obtain 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. 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 two (2) business days of enrollment. All records, including client photos must be maintained and made available upon request to DCCSCD.
2. 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.
3. 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.
4. The Service Provider must ensure easy and user-friendly access to client information including summary reports, detail reports and client photographs. Direct links to photos must be provided. DCCSCD employees must be able to view client photos without scrolling through detail reports.
5. The Service Provider must provide a toll free number for clients and DCCSCD.
6. 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.
7. The Service Provider must provide English and Spanish versions of all instructions, documents and training materials.
8. 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.

9. The Service Provider will provide annual training to DCCSCD staff regarding the functionality of the TAM devices and how to interpret client violation reports.
10. The Service Provider shall maintain electronic records including, but not limited to, TAM enrollment forms, 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.
11. The Service Provider agrees to abide by all applicable Federal and State of Texas statutes and regulations pertaining to the confidentiality of the records of offenders referred by DCCSCD.
12. The Service Provider must have a reporting department/ unit for analyzing the data in reports, distributing reports, and designate a contact person(s) for DCCSCD.
13. 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.
14. 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 TAM without written permission from the court of jurisdiction.
15. The Service Provider agrees to provide to DCCSCD monthly aggregate outcome data including the number of clients enrolled, client status in terms of bond or probation, the number of new installations and removals, the total number and calculated percentage of clients with transdermal alcohol levels at or above 0.020 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 15<sup>th</sup> of each month for the previous month.
16. The Service Provider must take a photo of the client upon installation for master image comparison. The master image on file must be included on the standard report for comparison. If the camera is not functioning properly, the report will note the issue as well as the steps taken to resolve the problem.
17. The Service Provider shall conduct an orientation and issue a copy of all paperwork concerning the requirements, rules, and restrictions of TAM for all offenders receiving services. All paperwork and information shall be available in Spanish.

## **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 submitted to DCCSCD for 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. The Service Provider agrees that it will not hire or retain the employment of any of its employees or contractors who have been convicted of any felony or have been supervised under deferred adjudication within the past (5) five years. The Service Provider also agrees that it will not hire or retain the employment of any of its employees or contractors who have been convicted of or have been supervised under deferred adjudication for misdemeanor cases including driving while intoxicated, theft, or any crime involving moral turpitude within the past (5) five years. The Service Provider also agrees to extend these requirements to all its contractors who have direct client contact or access to client records and agrees to immediately notify DCCSCD upon arrest for any such offenses of such persons.
3. Upon request of DCCSCD the Service Provider must provide at no cost to DCCSCD qualified personnel to testify in court, concerning any aspects of the services it provides, including client reports, TAM operations, and violations.

## **Installation, Calibration and Removal Services**

1. Upon receipt of an Order from the court, the Service Provider must install a TAM device with the following capabilities: anti-tampering and anti-circumvention features, as well as remote monitoring capabilities.
2. The Service Provider will provide data download from the TAM Device every 30 days unless otherwise directed by DCCSCD. The Service Provider will send all reports to the assigned officer's email account for monthly review. The email address provided by DCCSCD for contact information inquiries is not to be used as a primary means of communication with DCCSCD officers or employees.
3. The Service Provider will regularly check all TAM devices for evidence of tampering. If 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 a TAM device no later than two (2) business days from receiving notification that the equipment is malfunctioning. All costs associated with repair or replacements are the sole responsibility of the provider.

5. The Service Provider will only discontinue TAM services 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 TAM report format. (See Attachment F). The requested information will include, but is not limited to the client information, Service Provider location, date of installation, monitoring period, alcohol detection events, and tampering/obstruction events.
2. The report summary must include a detailed report covering any abnormalities/violations. This report must be included with the summary report and not listed as a separate attachment. Positive readings must be reported on the summary report. Abnormalities such as tampering, and any equipment issues should be noted in the comment section.
3. The Service Provider must report via email notification of installation, removal, or failure of a client to report for scheduled service to DCCSCD within two (2) business days of the event. Violations 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. These email notifications will include client name along with "Summary", "Violation", "Installation" or "Removal" in the subject line of the email.
5. The Service Provider will not discuss violations with the client without prior contact with the DCCSCD management designee or DCCSCD officer.
6. The data analyzer must interpret TAM test results and determine if readings 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 Y/N/U determinations.

7. 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.
8. 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.
9. 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.
10. The Service Provider will provide online access to the DCCSCD standardized report format, installation notices, lockout notices, and removal notices.
11. 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.

**Attachment F : Dallas County Standard Format  
Dallas County Standard Format  
Transdermal Alcohol Monthly Summary Report**

<b><u>Client Information</u></b>	
Name:	Master Image
DOB:	
Court:	
Judge:	
Case #:	
SID #:	
County:	Dallas County
Client Type :	Probation or Pre-Trail Bond
Supervising Officer:	
<b><u>Service Provider</u></b>	
Location:	
Date of Installation:	
Monitoring Period:	
Number of Days Monitored this Month:	
Date of Removal (if applicable):	
<b><u>Reporting information</u></b>	
Drinking events :	
Tampers/Obstructions:	
Next Service Date:	

Comments: