

MOU Attachment C: Portable Alcohol Monitoring Service

Program Description:

Portable Alcohol Monitoring (PAM) services assist DCCSCD in determining whether clients who have been ordered to remain abstinent from alcohol are in compliance with that condition. PAM devices require the client to provide a breath sample at various predetermined times in a day to detect the presence of ethanol and document whether an individual's breath alcohol concentration meets or exceeds a concentration of 0.020 g/ 210 liters of breath.

PAM devices must be handheld, wireless devices, which do not require being plugged into a stationary power source, e.g. a wall socket, to complete breath tests (when the battery is sufficiently charged). Breath tests must be completed through the PAM device (i.e. breath tests cannot be completed through a smart phone attachment). The PAM device must automatically transmit data to the Service Provider within a matter of minutes.

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

Allocation of Cost:

This program shall 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 PAM equipment, installation, calibration, monitoring, data analysis, and reporting. The Service Provider must have a set fee for services. It is the Service Provider's responsibility to provide DCCSCD with information regarding any changes to any fee prior to the date those fees will be changed.

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 shall 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 shall be provided by DCCSCD for the Service Provider to obtain the relevant information.
3. DCCSCD shall 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 shall 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 shall be issued by the Service Provider. The responsibility to ensure client record confidentiality shall 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 shall provide training to DCCSCD staff upon request regarding the functionality of PAM devices and how to interpret client violation reports.
9. The Service Provider shall maintain electronic records including, but not limited to, PAM 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.
10. 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.
11. 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.
12. The Service Provider shall not use a subcontractor for any installation, calibration, downloads, maintenance, repair, data analysis or reporting services without DCCSCD review and written consent.
13. So as to avoid potential conflicts of interest, the Service Provider agrees that service sites shall not conduct any business with clients unrelated to the PAM without written permission from the court of jurisdiction.
14. 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 number and calculated percentage of clients with BrAC tests at or above 0.020, and the number and calculated percentage of clients with additional violations. Aggregate data reports must be sent to the designated DCCSCD representative on the 15th of each month for the previous month.
15. 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 must note the issue as well as the steps taken to resolve the problem.
16. Photos must be taken at each PAM breath test.

17. PAM handsets shall display a “warning” or “re-test” message to client when the BrAC result is equal to or between 0.020 and 0.029 and “fail” or re-test” message when the BrAC result is equal to 0.030 or above. While the terminology or display may vary; the client must be informed when they have submitted a sample other than a clean test at or above 0.020.
18. After a BrAC result at or above 0.020, the device shall prompt at least one retest at or within the next fifteen minutes to determine whether the event was consistent with alcohol use.
19. The Service Provider shall conduct an orientation and issue a copy of all paperwork concerning the requirements, rules, and restrictions of PAM for all offenders receiving services. All paperwork and information shall be available in Spanish.
20. 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, PAM operations, and violations.

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.

Installation, Calibration and Removal Services

1. Upon receipt of an Order from the court, the Service Provider must install a PAM device with the following capabilities: a camera, lockout features, anti-tampering and anti-circumvention features, as well as remote unlocking and service capabilities, that is programmed for violations lockout.

2. The Service Provider shall provide data from the PAM device every 30 days unless otherwise directed by DCCSCD and shall 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 must regularly check all PAM 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 shall repair or replace a PAM 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 shall only discontinue PAM services upon receipt of a judicial court order.

Reports and Communications with DCCSCD:

1. The Service Provider shall provide, and report requested information to DCCSCD officers in the DCCSCD standardized PAM report format. (See Attachment D). The requested information must include but is not limited to the Service Provider representative conducting service, service center information, date and service conducted, client information, master image and photographs, test schedule, missed tests, BrAC, levels above 0.020 or above, and circumvention and tampering results.
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 at or above 0.020 must be reported on the summary report along with three (3) prior tests and three (3) subsequent tests (even if days change). Skipped portable alcohol monitor tests must be treated similarly (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 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. Lockout violations must be reported to DCCSCD within one (1) business day of the event.

4. Service Provider shall send violation notifications to the supervising officer's email address. These email notifications must include client name along with "Summary", "Lockout", "Installation" or "Removal" in the subject line of the email.
5. Service Provider shall report events including, but not limited to: failure or refusing to take a test or re-test, permanent and temporary lockout status, tampering; and when a BrAC level at or above 0.020 is detected. A confirmed violation encompasses any violation that is not an equipment malfunction or defect.
6. Service Provider shall not discuss violations with the client without prior contact with the DCCSCD management designee or DCCSCD officer.
7. The data analyzer must interpret PAM 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 does 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. 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 must 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.
10. 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.
11. For Transfer-Out cases where DCCSCD sends courtesy supervision to another county or state, the Service Provider agrees to provide the summary reports to the receiving jurisdiction in Dallas County format. DCCSCD may request receipt

of reports as DCCSCD shall be the primary recipient and the supervising officer shall be the secondary recipient.

12. 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 {or} make payments as required), and the portable alcohol monitor is in LOCKOUT as of (date). At this time the portable alcohol monitor is inoperable and must remain inoperable until (it is serviced {or} payment is made). Attempts were made to contact the client prior to lockout.”
13. The Service Provider shall provide online access to the DCCSCD standardized report format, installation notices, lockout notices, and removal notices.
14. The Service Provider shall include comments on the DCCSCD standardized report format when a calibration or download occurs at a less than regular interval (normally every 30 days).
15. The DCCSCD standardized report format must 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 D: Dallas County Standard Format
Dallas County Standard Format
Portable Alcohol Monitor Summary Report**

<u>Client Information</u> Name: DOB: DL: Address: Phone: Case #: SID #: County: Dallas	<u>Monitor Information</u> Name: Address: Phone: Fax: Email: Condition:	<u>Master Image</u>
<u>Service Center Information</u> Location: Date of Installation: Date of removal: Calibration Confirmation:		
<u>Reporting information</u> Technician Conducting Service: Date Service Conducted: Next Service Date: Reporting Period:		<u>Test Schedule</u>

Report Results

<u>Event</u>	<u>Number</u>	<u>Consistent with Alcohol (Y, N,U)</u>
In Window Tests:		N/A
Out of Window Tests:		N/A
Skipped Tests:		N/A
BrAC 0.020- 0.029:		
BrAC = > 0.030:		

Was the camera functioning properly for the report period (If no, utilize comment section)?

Do the pictures appear to be consistent with the client's image comparison (If no, utilize comment section)?

Comments: