

SCHEDULE B
REMOTE BREATH MONITORING SYSTEM (BREATH ALCOHOL)
PRODUCT & SERVICES AGREEMENT

This **SCHEDULE B** to the **MEMORANDUM OF UNDERSTANDING** (the “**AGREEMENT**”) is entered into on the Effective Date by and between **TOTAL COURT SERVICES, (TCS)** and **TIPPECANOE COUNTY COMMUNITY CORRECTIONS (AGENCY.)** This **SCHEDULE** is incorporated by reference into the **AGREEMENT** executed by the parties. All other terms and conditions of the **AGREEMENT** that are not in conflict with the terms of this Schedule are hereby ratified and remain in full force and effect.

1. TERMS & PRICING OF PRODUCTS

- a. **EQUIPMENT.** TCS agrees to furnish AGENCY with Remote Breath Monitoring System (Breath Alcohol) devices, power supplies, storage cases, batteries, tubes, tool sets, and any other necessary and consumable components required to operate a Breath Alcohol program in accordance with the pricing contained in this SCHEDULE.
- b. **SOFTWARE.** TCS agrees to furnish AGENCY with any applicable software program necessary for the operation of the provided hardware and equipment. AGENCY is required to properly maintain the caseload operations within the software and will address, per the AGENCY’s policy, any event or notification in the system within a specified period of time. Additional fees may be assessed for any events that are open and unresolved for a minimum of 15 days in the event TCS staff must resolve these events. Any action taken by TCS staff will be recorded in the event’s archival action log.
- c. **SHIPPING.** TCS agrees to supply any necessary equipment by way of hand delivery or courier service at its own expense with standard, non-expedited delivery. If expedited delivery is necessary, AGENCY agrees to assume responsibility for those costs to be included on the next invoice.
- d. **DELIVERY & STOCK.** TCS agrees to provide a reasonable supply of surplus stock of all components necessary to operate a Breath Alcohol program at no additional cost to the AGENCY.
- e. **MODE OF PRICING.** TCS shall charge a daily rate (monitoring fee) for only those pieces of equipment in operation. One day of use is counted as at least one minute of operation for any single calendar day. It is understood that the various fees may be changed in the future. In that event, TCS will provide no less than 30 days’ written notice. Options and costs are as follows:
 - Daily Rate: \$4.25/unit/day of use
 - Ethernet connector: \$25/unit, no daily charge
 - Alert Resolution: 25¢/unit/day of useCosts for Lost Equipment and Equipment Damaged Beyond Repair:
 - Breath Device: \$1200
 - Storage Case: \$50
 - Ethernet Connector: \$25
 - Power Supply: \$10

2. SERVICES

- a. **TRAINING.** TCS will provide AGENCY with personnel training and certification in the use of the products at no cost.
- b. **EQUIPMENT MAINTENANCE.** TCS and AGENCY shall establish a routine maintenance program designed to keep the Equipment in good repair, working order and condition in accordance with their then-published specifications, including establishing a schedule that will ensure the return of the Equipment to TCS at approximately annual intervals.
- c. **ON-SITE SERVICES.** TCS will provide staff to regularly visit AGENCY’s location in order to restock necessary components, ensure a supply of operational inventory and to address any questions AGENCY personnel may have.

3. OTHER SPECIAL TERMS

- a. **PHYSICAL OPERATIONS.** TCS Agrees to perform the following actions if required and in accordance with program policies and procedures of the AGENCY: installation, removal and maintenance to include replacing and cleaning of devices.
- b. **STATISTICAL DATA.** TCS agrees to furnish AGENCY with proprietary statistical data analysis of program effectiveness in regular intervals to be determined based on needs of the program.

In witness whereof the authorized representatives of the parties have executed this Schedule on the date below.

Tracy Brown, President
Representative of Tippecanoe County Board of
Commissioners

J. Robert Hawkins, President
Representative of Total Court Services

Date

Date

Jason Huber, Executive Director
Representative of Tippecanoe County Community
Corrections

Date