

- A.3 California Penal Code sections 832.7 and 832.8: Regulate the confidentiality and disclosure of peace officer or custodial personnel records and records maintained by any state or local agency.
- A.4 California Publics Records Act (CPRA): Passed by California Legislature in 1968 for government agencies and requires that government records be disclosed to the public, upon request, unless there are privacy and/or public safety exemptions which would prevent doing so.
- A.5 Contract: The Contract between the County and the Contractor that specifies the terms and conditions in how the Contractor will provide services or products to the County.
- A.6 Contractor: Any individual, company, firm, corporation, partnership, or other organization identified as providing the Services, and to whom a Contract award is made by the County.
- A.7 Criminal Justice Information System (CJIS): A division of the Federal Bureau of Investigation that provides a comprehensive database of criminal justice information to law enforcement, national security, and intelligence partners.
- A.8 Electronic Discovery Reference Model (EDRM): Widely accepted framework for managing electronic data during the discovery (eDiscovery) phase of legal proceedings.
- A.9 Peace Officers: Release of Records (SB 1421/SB 16): Is a California state law that makes police records relating to officer shootings, certain use-of-force incidents, and sustained findings pertaining to unreasonable/ excessive force and failure to intervene in excessive force, sexual assault, prejudice or discrimination, unlawful arrest and unlawful search, and acts of dishonesty accessible under the California Public Records Act.
- A.10 Prison Rape Elimination Act (PREA): Law enacted by the Federal Government with the goal to eradicate prisoner rape in all types of correctional facilities in this country.
- A.11 Pro Per: A person who represents themselves in a lawsuit rather than be represented by an attorney.
- A.12 Purchasing Agent: The Director of the County Purchasing Department, or their designee.
- A.13 Purchase Order (PO): A contract specifying the types and quantity of Products, Services, or Software ordered, the method of delivery, the delivery date required, and the location to which Products or Software are to be shipped or the Services are to be provided.
- A.14 Services: The requested Services described in the Contract.
- A.15 Subcontractor: An individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Contractor, who is performing Services on behalf of Contractor under the Contract or under a separate contract with or on behalf of Contractor.

B. CONTRACTOR RESPONSIBILITIES

Legal redaction Services, performed under the direction of the Probation Division Director II or designee, and in cooperation with Probation personnel, shall meet or exceed the requirements herein:

B.1 CONTRACTOR EXPERIENCE AND FACILITY REQUIREMENTS

- B.1.1** Contractor must be an entity in existence at least three (3) years as an operating business and qualified to do business in the State of California.
- B.1.2** Contractor shall possess a minimum of three (3) years of experience providing legal document redaction services.
- B.1.3** All records review, analysis, redaction, and management by the Contractor, and any Subcontractors, under the Contract shall be performed at Contractor-owned and/or operated facility(ies) within the contiguous United States of America.

- B.1.4** Contractor shall ensure that facilities maintain compliance with all applicable local and state laws and regulations.
- B.1.5** Any costs associated with the operation and/or maintenance of Contractor's facilities shall be at no cost to the County.
- B.1.6** Contractor shall not be established and headquartered, or incorporated and headquartered, in a country recognized as Tier 3 in the most recent U.S. Department of State's Trafficking in Persons Report (TIP). The 2023 TIP Report may be located at the following location for reference: <https://www.state.gov/reports/2023-trafficking-in-persons-report/>.
- B.1.7** Contractor shall strictly comply with the economic sanctions imposed pertaining to Russia/Ukraine, including with respect to, but not limited to, the State of California Executive Department Executive Order N-6-22 (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>) and the federal executive orders identified on the U.S. Department of the Treasury website (https://home.treasury.gov/system/files/126/ukraine_overview_of_sanctions.pdf).
- B.1.8** Failure to comply with the requirements above shall be just cause for cancellation of the Contract.

B.2 CONTRACTOR AVAILABILITY

- B.2.1** Contractor's business hours shall be deemed Monday through Friday, 8:00 AM to 5:00 PM, Pacific Standard/Daylight time.
- B.2.2** Contractor shall provide technical support to keep its system running in production and fully functional without major defects.
- B.2.3** Contractor's technical support shall include telephone support to end users and troubleshooting Monday through Friday from 8:00 AM to 5:00 PM, Pacific Standard/Daylight time. Federal holidays excluded.
- B.2.4** Contractor's personnel shall be available to review, analyze, and redact Probation records within the specified turn-around time (TAT) requested below.
- B.2.5** Contractor's system shall be available 24 hours per day, 7 days per week, 365 days per year (366 in a leap year), except for predetermined/scheduled maintenance windows agreed to by the Probation and Contractor.

B.3 REDACTED RECORDS TURN-AROUND TIME (TAT)

- B.3.1** Contractor shall maintain reasonable turn-around times ("TAT") for redacting records. Contractor will achieve a cumulative annual rate of efficiency that is consistent with the following average TAT:
 - B.3.1.1** Document TAT – Ten minutes per page as provided by Probation to Contractor.
 - B.3.2.2** Audio and Video TAT – Fifteen minutes for every minute of audio and/or video provided by Probation to the Contractor.
- B.3.2** If County determines that TATs are not being maintained, the parties shall meet to discuss making staffing adjustments to increase efficiency.

B.4 ACCURACY

Contractor shall review and redact records in accordance with the CPRA, Penal Code section 832.7, all applicable legislation and regulations, and any Probation-supplied guidelines. Contractor shall establish quality control measures necessary to maintain an average accuracy rate of ninety-nine and one-half percent (99.5%). This accuracy rate shall be measured based on the total number of redactions needed pursuant to Probation-supplied guidelines as compared to the redactions actually marked by Contractor. If County determines that this accuracy rate is not being maintained, the parties shall meet to discuss instituting different or additional quality control measures.

B.5 HOSTING AND PROCESSING REQUIREMENTS

- B.5.1** Contractor shall provide electronic cloud-based, Criminal Justice Information Services (CJIS)-compliant litigation support services. Contractor shall be responsible for software or systems and services and provide a hosted eDiscovery platform solution to perform

and support the following eDiscovery and review services: processing, loading, hosting, audio and video redaction, document redaction, attorney review, and project management.

- B.5.1.1** Contractor shall meet the CJIS Security Policy compliancy requirements set forth herein:
- B.5.1.2** Contractor shall meet CJIS Security Policy compliancy and be aware of all FBI – CJIS Security addendums. Contractor shall be willing to sign specific agreements with the Contracted Government Agency (CGA) for the purposes of providing services. The agreement would incorporate a security addendum certification for signature by the Contractor and their personnel.
- B.5.1.3** Contractor shall be FBI/CJIS security compliant according to the CJIS Security Policy. The Contractor must retain employee records and fingerprints of all staff with access to Probation’s data. The Contractor shall have each employee sign the FBI/CJIS security addendum Certification Form. These records shall be on file for the duration of employment. Contractor shall provide signed documents to the Probation within ten (10) days of the Notice of Intent to Award (NOIA); records shall be on file for the duration of employment and shall be available upon request.
- B.5.1.4** Contractor shall provide documentation of Criminal Justice Information Service (CJIS) Security Policy Compliancy – and a signed FBI – CJIS Security Addendum Certification form from the Contractor’s Authorized Signer, or designee, signifying that the current mandated CJIS Security Policy, and any subsequent updated versions, is met. The Contractor must meet the CJIS compliancy requirements within 60 days of subsequent CJIS version releases and will constitute a system problem each day thereafter if compliancy is not met. The Contractor must be willing to provide said employee records and to have employees electronically submit fingerprints to the Probation upon request. Additional FBI – CJIS Security Addendum certification forms shall be required from all Contractor personnel with access to Probation data (Attachment D – CJIS Security Addendum). The security controls as mandated in Version 5.9 of the FBI – CJIS Policy (https://www.fbi.gov/file-repository/cjis_security_policy_v5-9_20200601.pdf/view) will be vetted by the Probation. The Contractor must be willing to provide all documentation in a timely manner to these security controls during the audit process. The inability to meet such security controls may result in termination of the Contract.
- B.5.2** Contractor shall provide a dedicated Project Manager to plan, control, and execute the services as described this Section. The Project Manager will be the primary point of contact and shall perform the following eDiscovery project management services:
 - B.5.2.1** Oversee all aspects of the receipt and processing of Probation’s data.
 - B.5.2.2** Arrange for end-user support, such as the creating of redactions and production sets.
 - B.5.2.3** Assist in work scoping, tracking, resource management, identifying opportunities to train staff, and identifying opportunities to limit data reviewed.
- B.5.3** Probation shall maintain ownership of all data deployed in the cloud solution.
- B.5.4** Contractor shall provide personnel and tools sufficient to process and load internally-collected data for use in a cloud-based, eDiscovery review platform provided by Contractor.
- B.5.5** Contractor shall maintain data access reliability to ensure records can be viewed in the eDiscovery system and are available for multiple users.

B.6 REVIEW AND ANALYSIS

Contractor must provide an eDiscovery platform with a web-based, user-friendly interface that allows Probation and Contractor staff to analyze, search, and code records to promote the efficient use of staff time and effort. Probation requires that the Contractor provide technical and case planning support to attorneys and other end users as needed. Contractor staff shall utilize

automated tools to perform auto and manual redactions of Personally Identifiable Information (PII) and other pertinent information as directed by Probation.

B.7 PRODUCTION

Contractor shall notify the designated Probation staff member by email upon completion of the review and marking of proposed redactions of each of Probation's records. The staff member will review the proposed redactions and, if approved, will notify the Contractor by email of such approval, upon which Contractor shall then create two versions of the record: (1) marked with redactions but with redactions not applied, and (2) marked with redactions and with redactions applied, and then notify the staff member that the two records have been created and are available for download. When the designated Probation staff member determines that additional redactions or revisions to the proposed redactions are warranted, the staff member shall notify Contractor of same and both shall work together so that the staff member is satisfied and can approve of the proposed redactions.

B.8 e-DISCOVERY SERVICES

B.8.1 Contractor maybe required to perform the following services:

- B.8.1.1** Database Creation – Loading, updating, and maintaining databases; information analysis, and database design; setting up and implementing databases; documenting data definition, formatting, validation, extraction, and reporting procedures; preparing database design, and document coding documentation; and performing quality control.
- B.8.1.2** Database Utilization – Producing reports; training and assisting Probation's users by providing help desk support and initial user training; providing end-user manuals; creating tools to assist end-users; maintaining databases, and ensuring proper data integrity, security, and recovery processes are in place; and performing quality control.
- B.8.1.3** Electronic Data Acquisition and Production – Extracting and converting data and data files; receiving (via media delivered to the Contractor by Contractor's secure courier, unless another method is specified by Probation), analyzing, and processing of electronic files, including email files and other files in their native formats, digital image files, load-ready data, and image files; digitizing audio and video tapes; and assisting in the production of electronic data to requesting parties.
- B.8.1.4** In order to provide the above support, the Contractor shall be required to perform the following:
 - B.8.1.4.1** Assess services and information requirements.
 - B.8.1.4.2** Design resource and staffing plans to meet these requirements.
 - B.8.1.4.3** Develop procedures for all aspects of Purchase Order work performance.
 - B.8.1.4.4** Implement plans and monitor performance.
 - B.8.1.4.5** Report on status including financial status, resolve problems, and redirect resources as needed.
 - B.8.1.4.6** Meet objectives and deadlines.
 - B.8.1.4.7** Evaluate project upon completion by summarizing the quality of objectives achieved for deliverables and services, evaluating adherence to budget and schedule requirements, and reporting on lessons learned.

B.9 TRAINING

Contractor shall provide any end-user training for Probation employees and Contractor staff needed to accomplish the hosting and processing requirements, review and analysis, production and discovery services outlined in this Contract. The Contractor shall recommend additional training for advanced eDiscovery topics, such as automated tools functionality and deployment, analytics workflows, and best practices.

B.10 SYSTEMS SECURITY

- B.10.1** Records shall be securely transferred from Probation to the Contractor, and from the Contractor to Probation, using a Secure File Transfer Protocol (SFTP) or a Hypertext Transfer Protocol Secure (HTTPS) website, an encrypted storage device, or a similar form of highly-secured file transfer system.
- B.10.2** All data shall be transmitted and stored on secure CJIS-compliant Contractor-owned servers, located onsite, cloud-based, or at Contractor-owned and/or operated collocated facility(ies) within the contiguous United States of America.
- B.10.3** Contractor shall follow Contractor's written and legally defensible chain-of-custody procedure (Exhibit A).
 - B.10.3.1** All steps of the redaction process shall be logged and tracked by the Contractor.
 - B.10.3.2** All records shall be available for audit by Probation at any time.
- B.10.4** All Probation Users and Contractor personnel must log in to Contractor's secure system using a unique username and password.
 - B.10.4.1** Probation Users must be authenticated using Contractor-provided authentication protocols.
 - B.10.4.2** Probation User logon information shall be available for audit by Probation at any time.
- B.10.5** All Contractor-owned workstations shall be fully encrypted to meet current industry CJIS standards.

B.11 DATA RETENTION AND DESTRUCTION

- B.11.1** Contractor shall retain all Probation data for 60 days from the date of notification to Probation that redactions are complete.
- B.11.2** Contractor shall destroy all Probation data after 60 days.
- B.11.3** Contractor shall deploy physical and technical data destruction methods to ensure all user-generated data stored beyond the retention period as established herein is deleted, unusable, and/or irretrievable for use.
- B.11.4** Contractor shall maintain and enforce a comprehensive list of destruction methods for the complete destruction of all data appropriate to the physical media type. This includes, but is not limited to, paper documentation, CD-ROMs, DVDs, tape backups, hard drives, mobile devices, portable devices, or software-based applications.
- B.11.5** Contractor shall publish and render a monthly itemized report to Probation's designee(s) detailing every timestamped deletion for the given duration.

B.12 LEAVE-BEHIND SOLUTION REQUIREMENTS

Contractor shall provide a leave-behind solution at the end of the contract term and shall cooperate in the transition of services to a new vendor for a period not to exceed 90 days, unless mutually agreed upon in writing. All related data generated by the Contractor are property of the County and shall be provided to the County by the Contractor on a secure storage medium, and in a usable, user-friendly, searchable electronic format at no cost to the County, within fifteen (15) calendar days following the expiration and/or cancellation of the Contract. Contractor shall accept County's reasonable decision whether the solution provided is acceptable. The leave-behind solution shall be easily accessible for seven (7) years after Contract end date and, at Probation's option, the leave-behind solution must be in a County-designated location.

B.13 CONTRACT RENEWAL OPTION

Contract extension shall be subject to the County's discretion.

B.14 SERVICE LEVEL AGREEMENT

B.14.1 SYSTEM PROBLEMS, NON-DELIVERY, AND OTHER DEFICIENCIES

Failure to provide services and/or access to the system, due to matters within the Contractor's control, within the agreed-upon timeframes, may incur \$500.00 per business day in liquidated damages until fully functional.

B.14.2 FAILURE TO MEET TURN AROUND TIME

B.14.2.1 On a project-by-project basis, and prior to starting a project, Probation will meet with the Contractor to provide a schedule specifying reasonable turn-around times.

B.14.2.2 Failure to meet the scheduled turn-around times, as mutually agreed upon by Probation and Contractor, as stated in Section B.3, shall cause Contractor to incur a \$25.00 performance penalty, per business day, for each record not reviewed and marked for proposed redaction within the timeframe as required.

B.14.3 DATA DESTRUCTION

The Contractor shall incur a \$1,000.00 penalty per record retrievable after the required 60-day retention period.

B.15 TECHNOLOGY AND SOFTWARE

B.15.1 All technological improvements made by Contractor shall be made at no cost to the County.

B.15.2 Contractor shall be able to process and redact the following digital file formats:

B.15.2.1 Common Digital Audio Formats:

B.15.2.1.1 WAV: Waveform Audio File Format is a lossless format that can store uncompressed PCM audio data.

B.15.2.1.2 AIFF: Audio Interchange File Format is similar to WAV but designed for Mac systems. It can also store uncompressed PCM audio data.

B.15.2.1.3 FLAC: Free Lossless Audio Codec is a lossless format that can compress PCM audio data without losing quality.

B.15.2.1.4 MP3: MPEG-1 Audio Layer 3 is a lossy format that can reduce the size of PCM audio data by discarding some information.

B.15.2.1.5 AAC: Advanced Audio Coding is a lossy format that can achieve better sound quality than MP3 at similar bit rates.

B.15.2.1.6 HEIC: High Efficiency Image Container is an updated file format that contains one or more images saved in the High Efficiency Image Format (HEIF), a file format most commonly used to store photos on iOS devices. It uses High Efficiency Video Coding (HEVC) to compress and store images across your devices with higher quality and less space than JPEG23. However, HEIC files are not widely supported by other platforms or applications, so you may need to install special software or convert them to other formats such as JPG.

B.15.2.2 Common Digital Video Formats:

B.15.2.2.1 MP4 (MPEG-4 Part 14): This is a universal and high-quality format that can play on most devices and platforms. It uses the MPEG-4 codec to compress video and audio data.

B.15.2.2.2 MOV (Apple QuickTime Movie): This is a popular format for Apple devices and applications. It stores high-quality video, audio, and effects, but it has large file sizes.

B.15.2.2.3 WMV (Windows Media Video): This is a common format for Windows devices and applications. It offers good video quality and large file sizes, but it has limited compatibility with other platforms.

B.15.2.2.4 AVI (Audio Video Interleave): This is one of the oldest video formats that can play on almost any web browser. It offers high-quality video and audio, but it also has very large file sizes.

B.15.2.2.5 WebM (webMethods, Inc.): This is a newer format that is designed for web streaming. It uses the VP8 or VP9 codec to compress video data and offers high-quality playback on browsers that support HTML5.

B.15.2.3 Common Digital Photo Formats:

B.15.2.3.1 JPEG (Joint Photographic Experts Group): This is a widely used format that compresses image data to reduce file size and storage

space. It is suitable for web images, non-professional printing, email, and PowerPoint. However, it is a lossy format, which means some image quality is lost during compression.

B.15.2.3.2 PNG (Portable Network Graphics): This is a newer format that supports transparency and lossless compression. It is ideal for web graphics, logos, and icons that need to have a transparent background. It also preserves more colors and details than JPEG.

B.15.2.3.3 TIFF (Tagged Image File Format): This is a high-quality format that retains all the original image data without any compression or loss. It is popular for professional printing, publishing, and graphic design. However, it has very large file sizes and limited compatibility with some platforms.

B.15.2.3.4 GIF (Graphics Interchange Format): This is an older format that supports animation and transparency. It can create simple animations by combining multiple images into one file. It also uses lossless compression, but it can only display up to 256 colors.

B.15.2.3.5 RAW (Raw Image Data): This is not a single format, but a category of formats that store the raw data captured by digital cameras without any processing or compression. It allows more control over editing parameters such as exposure, white balance, and color correction. However, it requires special software to view and edit, and it has very large file sizes.

B.15.2.4 Common Digital Document Formats:

B.15.2.4.1 PDF (Portable Document Format): This is a widely used format that can present documents independent of the software, hardware, or operating systems used. It preserves the layout, fonts, images, and graphics of the original document. It is suitable for sharing, printing, and archiving documents.

B.15.2.4.2 DOC/DOCX (Microsoft Word Document): This is a popular format for creating and editing text-based documents with Microsoft Word. It supports various features such as formatting, tables, charts, images, and hyperlinks. It is compatible with most platforms and applications. However, it may lose some formatting or layout when opened with different software.

B.15.2.4.3 XLS/XLSX (Microsoft Excel Spreadsheet): This is a common format for creating and editing spreadsheet-based documents with Microsoft Excel. It supports various features such as formulas, functions, charts, graphs, and pivot tables. It is compatible with most platforms and applications. However, it may lose some functionality or accuracy when opened with different software.

B.15.2.4.4 PPT/PPTX (Microsoft PowerPoint Presentation): This is a widely used format for creating and editing presentation-based documents with Microsoft PowerPoint. It supports various features such as animations, transitions, audio, and video clips. It is compatible with most platforms and applications. However, it may lose some quality or effects when opened with different software.

B.15.2.4.5 ODT/ODS/ODP (OpenDocument Format): This is an open-source format for creating and editing text-based (ODT), spreadsheet-based (ODS) and presentation-based (ODP) documents with LibreOffice or other compatible software. It supports various features similar to Microsoft Office formats but has better interoperability across different platforms and applications.

B.16 PERSONNEL BACKGROUND AND CONFIDENTIALITY REQUIREMENTS

Probation shall have the sole discretion to determine security acceptability of all Contractor's personnel at any time during a resulting Contract period. Personnel found to be unacceptable

security risks shall not be permitted to provide Services. Violation of the below provisions may result in the loss of Contractor personnel security clearance. In addition to the terms and conditions listed in Section C.6 – Background Checks for Contractor Personnel, Contractor shall adhere to the following:

- B.16.1** Contractor shall provide a list of individuals who render Services as personnel or Subcontractors who will access and review Probation’s records under this Contract. The list shall be kept current and updated by the Contractor for the duration of the Contract period. Personnel or Subcontractors may not be changed without prior written approval of Probation.
- B.16.2** Contractor shall immediately notify Probation regarding any personnel reassignments, discharges, or terminations. Contractor notifications regarding such action shall be submitted verbally within twenty-four (24) hours, followed by written notification within five (5) business days. Additionally, Probation shall maintain information on Contractor’s personnel for safety and security purposes.
- B.16.3** Contractor personnel and Subcontractors shall be required to complete additional forms, including non-disclosure agreements (Attachment E), at any time. Criminal report information is confidential in nature; Contractor’s personnel and Subcontractors are subject to a non-disclosure agreement. Non-disclosure agreements acknowledge that information Contractor personnel and Subcontractors may encounter while at any County facility or while reviewing County records is confidential and proprietary. Any unauthorized release of confidential or proprietary information by Contractor, its personnel, or Subcontractors shall constitute a breach of Contract and will be punishable by law. Probation reserves the right to enforce any available remedy at law, or in equity, in the event of such breach.
- B.16.4** Background Investigation – At Contractor’s sole expense, all personnel and Subcontractors performing work on behalf of the Contractor under this Contract are required to undergo, and pass to the satisfaction of the Probation, a background investigation as a condition of providing Services. Background investigations may include, but are not limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice and the Federal Bureau of Investigations, Live Scan, background questionnaire, and photographs.

When applicable, Contractor personnel must complete Live Scan fingerprinting services at Sheriff’s Headquarters located at 655 East Third Street, San Bernardino, California 92415. Upon Contractor’s personnel, Subcontractors, or agents failing a background investigation, Probation will request that the individual be removed from performing work at any time during this Contract. Contractor shall only be notified of the final security determination of its personnel. Specific details shall remain confidential and will not be provided to the Contractor

- B.16.5** CJIS Security Policy Compliance
 - B.16.5.1** The Contractor must meet CJIS Security Policy compliance, be aware of all Federal Bureau of Investigation (FBI) – CJIS Security addendums, and be willing to sign specific agreements with Probation as the “Contracted Government Agency (CGA)” for the purposes of providing services. The agreement would incorporate a security addendum certification for signature by the Contractor and all their staff.
 - B.16.5.2** The Contractor must retain employee records and fingerprints of all staff with access to Probation’s data and records. The Contractor shall have each employee sign the FBI/CJIS security addendum Certification Form. These records shall be on file for the duration of employment. Contractor shall provide signed documents to Probation within ten (10) days of the execution of this Contract;

records shall be on file for the duration of employment and shall be available upon request.

B.16.5.3

The Contractor must meet the CJIS compliance requirements within 60 days of subsequent CJIS version releases and will constitute a system problem each day thereafter if compliance is not met. The Contractor must retain employee records and fingerprints of all staff with access to Probation's data and records on file for the duration of employment. The Contractor must be willing to provide said employee records and to have employees electronically submit fingerprints to Probation upon request. Additional FBI – CJIS Security Addendum certification forms shall be required from all Contractor personnel with access to Probation data under this contract. The security controls as mandated in Version 5.8 of the FBI – CJIS Policy (https://www.fbi.gov/file-repository/cjis-security-policy_v5-8_20190601.pdf/view) will be vetted by Probation. The Contractor must be willing to provide all documentation in a timely manner to these security controls during the audit process. Failure to provide a signed Security Addendum Certification form (Attachment D) as part of the contract's section C.23 – Licenses, Permits, and/or Certifications, will result in an automatic breach of contract.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

C.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a Contract with other Contractors for the same or similar Services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of the Contract.

C.5 Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under the Indemnification and Insurance Requirements.

C.6 Background Checks for Contractor Personnel

In addition to Section B.17.4, Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) have not been convicted of a felony, are not proven substance abusers, and do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. Contractor shall provide the results of the background check of each individual to verify that the individual meets County's standards for employment. Such background check shall be in the form generally used by

Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed in accordance with Section B.17. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or provide Services, and County shall have the right, at its sole option, to refuse access to any Contractor personnel to any County facility.

C.7 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

The Contract shall be governed by and construed according to the laws of the State of California.

C.9 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under the Contract.

C.10 Confidentiality

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Rule and Security Rule specify requirements with respect to contracts between a Covered Entity and its Business Associates. Contractor shall execute and comply with the attached Business Associate Agreement (Attachment B). Contractor further agrees to comply with the requirements of other federal and state law that applies to the information collected and maintained by Contractor for Services performed pursuant to this Contract.

C.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Representative

The Chief Probation Officer, or designee shall represent the County in all matters pertaining to the Services to be rendered under the Contract, including termination and assignment of the Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If the Contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to the Contract.

C.13 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. For such repairs, the Contractor, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C. 14 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.15 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of the Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing Services for the County, on County property, or while using County equipment:

- C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing Services for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such Services for the County.

The County may terminate for default or breach of Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

C.16 Duration of Terms

The Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of the Contract.

C.17 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex,

gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of the Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.19 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.20 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding the Contract.

The County, by written notice, may immediately terminate the Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.21 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to the Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.22 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of the Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or

unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.23 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits, and/or certifications required by Federal, State, County, and municipal laws, ordinances, rules, and regulations. The Contractor shall maintain these licenses, permits, and/or certifications in effect for the duration of the Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain required licenses, permits, and/or certifications may result in immediate termination of the Contract.

C.24 Material Misstatement/Misrepresentation

If during the course of the administration of the Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Contract may be immediately terminated. If the Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.25 Mutual Covenants

The parties to the Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of “good faith” and “fair dealing”.

C.26 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor’s agent in connection with the Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of the Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialized and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of the Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.28 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for Services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract.

C.29 Participation Clause

The County desires that Municipalities, School Districts, and other Tax Districts within the San Bernardino County requiring the same Services provided herein may at their option and through the County Purchasing agent, avail themselves of the Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

C.29.1 Such governmental body does not have and will not have in force any other contract for like purchases.

C.29.2 Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of the Contract.

C.30 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to the Contract.

C.31 Records

Contractor shall maintain all records and books pertaining to the delivery of Services under the Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to the Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

C.32 Relationship of the Parties

Nothing contained in the Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.33 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

C.34 Representation of the County

In the performance of the Contract, Contractor, its agents, and employees, shall act in an independent capacity and not as officers, employees, or agents of the County.

C.35 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of the Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of the Contract thereafter.

C.36 Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section

G. All approved subcontractors shall be subject to the provisions of the Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- C.36.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- C.36.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- C.36.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of the Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

C.37 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under the Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C.38 Termination for Convenience

The County reserves the right to terminate the Contract, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) to all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.39 Time of the Essence

Time is of the essence in performance of the Contract and of each of its provisions.

C.40 Venue

The parties acknowledge and agree that the Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to the Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning the Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

C.41 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties.

Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.42 Former County Administrative Officials

Contractor agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of Services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.44 Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under the Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed

under the terms of the Contract shall acknowledge the County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under the Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to the Contract must be filed with the County prior to publication.

C.45 Artwork, Proofs and Negatives

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of the Contract are the property of the County. These items must be returned to the County within ten (10) calendar days, upon written notification to the Contractor. In the event Contractor fails to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

C.46 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code section 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204, subdivision (a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202, subdivision (e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

C.47 Reserved

C.48 California Consumer Privacy Act

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to the Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Civil Code §1798.100, et seq.). For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of the Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150, subdivision (b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to the Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155, subdivision (b).

C.49 Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain

from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

C.50 Campaign Contribution Disclosure (SB 1439)

Contractor has disclosed to the County using Attachment C - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date the Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to the Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

C.51 Reserved

D. TERM OF CONTRACT

The Contract is effective as of August 20, 2024 and expires August 19, 2027 and may be extended for one additional two-year period, or two additional one-year periods, upon written agreement by the County and the Contractor, and County Board of Supervisors' approval, but may be terminated earlier in accordance with provisions of the Contract.

E. RESERVED

F. FISCAL PROVISIONS

F.1 The maximum amount of payment under the Contract shall not exceed \$600,000, and shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's Services and expenses incurred in the performance hereof, including travel and per diem.

F.2 Contractor shall provide County itemized monthly invoices, in arrears, and in a format acceptable to the County for Services performed under the Contract, based on the rates listed in Attachment A – Cost, attached hereto and incorporated by reference, within twenty (20) days of the end of the previous month. Invoices shall be issued with a net sixty (60) day payment term with corresponding Purchase Order and/or Contract number stated on the invoices. County reserves the right to audit invoices submitted by Contractor. County shall make payment to Contractor within sixty (60) working days after receipt of invoice or the resolution of any billing dispute. All invoices shall be sent to the County via one of the following methods:

- Email invoices to: Probation.APPurchasingInquiries@prob.sbcounty.gov
- Mail invoices to: San Bernardino County Probation Department
175 West Fifth Street, Third Floor
San Bernardino, California, 92415

- F.3** Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- F.4** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the Services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- F.5** Costs for Services under the terms of the Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F.6** Funds made available under the Contract shall not supplant any federal, state or any governmental funds intended for Services of the same nature as the Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to the Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- F.7** **Reserved**

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers (Indemnitees) from any and all claims, actions, losses, damages and/or liability arising out of the Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

G.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of Services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.3 Waiver of Subrogation Rights

Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, Contractors and Subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

G.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

G.5 Severability of Interests

Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

Contractor shall furnish Certificates of Insurance to the County evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of Services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of Services hereunder until the completion of such Services. Within fifteen (15) days of the commencement of the Contract, Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under the Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to the Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

G.11 Insurance Specifications

Contractor agrees to provide insurance set forth in accordance with the requirements herein. If Contractor uses existing coverage to comply with these requirements and that coverage does not

meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

G.11.1 Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a State-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing Services on behalf of the Contractor and all risks to such persons under the Contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

G.11.2 Commercial/General Liability Insurance – Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

G.11.3 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of Contract Services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

G.11.4 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

G.11.5 Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the Contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after Contract completion.

G.11.6 **Reserved**

G.11.7 **Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

H. RIGHT TO MONITOR AND AUDIT

H.1 The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of Services provided under the Contract. Contractor shall give full cooperation in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of the Contract and comply with any and all reporting requirements established by the County. Contractor shall repay to County within thirty (30) days of receipt of audit findings any reimbursements made by County to Contractor that are determined by subsequent audit to be unallowable pursuant to the terms of the Contract or by law.

In the event the County determines that Contractor’s performance of its duties or other terms of the Contract are deficient in any manner, County will notify Contractor of such deficiency in writing, or orally, provided written confirmation is given five (5) days thereafter. Contractor shall remedy any deficiency within forty-eight hours of such notification or County, at its option, may terminate the Contract immediately upon written notice, or remedy deficiency and off-set the cost thereof from any amounts due the Contractor under the Contract or otherwise.

H.2 Contractor shall maintain all records and books pertaining to the delivery of Services under the Contract and demonstrate accountability for Contract performance. All records pertaining to Services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

I.1 Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of the Contract shall be a material breach of the Contract.

- I.2** In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in the Contract:
- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
 - b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - c. Withhold funds pending duration of the breach; and/or
 - d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item “b” of this paragraph; and/or
 - e. Terminate the Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under the Contract and the balance, if any, shall be paid by the Contractor upon demand.

J. NOTICES

All written notices provided for in the Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County
Probation Department
175 West 5th Street, 4th Floor
San Bernardino, CA 92415

Innovative Discovery LLC, dba Innovative Driven
Attn: Victor Ing
1700 North Moore Street, Suite 1500
Arlington, VA 22209

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

K. ENTIRE AGREEMENT

The Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of the Contract not expressly set forth herein are of no force or effect. The Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read the Contract and signs the same of its own free will.

L. ELECTRONIC SIGNATURES

This Contract and, if applicable, subsequent amendments, may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused the Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County

By _____
Deputy

Innovative Discovery LLC dba Innovative Driven
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address 1700 North Moore Street, Suite 1500
Arlington, VA 22209

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► _____ Maria Insixiengmay, Deputy County Counsel	► _____	► _____ Tracy Reece, Chief Probation Officer
Date _____	Date _____	Date _____

ATTACHMENT A – COST

Item/Quantity	Unit Cost	Tax Amount	Discount	Total Amount	Description
Data Processing - ALL IN (per GB)/TBD	\$80.00	N/A	50%	\$40.00	Per Gigabyte (GB) culling of custodian data by Known Hash Sets (De-NSRL), Binary Header Recognition, Relevant File Type, Loading, Indexing, Keyword Searching, De-duplication, Text and Metadata Extraction and loading resultant set into Relativity. Client is invoiced on total received original size of data set. No additional charge for processing foreign language data. Processing will be performed in StateRAMP environment.
Tiff Production (per GB)/TBD	\$175.00	N/A	29%	\$125.00	Tiff production plus metadata and load file. Productions are performed in ID's StateRAMP environment.
User Access Fee (per user per month)/TBD	\$100.00	N/A	20%	\$80.00	Per User/Per Month Relativity User Fees. Users are accessing ID's StateRAMP environment.
StateRAMP Active Storage/Hosting 1 GB - 999 GB (per GB)/TBD	\$8.00	N/A	31%	\$5.50	Per GB/Per Month Hosting Fee. Includes all associated storage, i.e. database, metadata, text, native and Tiff files, etc. No additional charge for hosting foreign language data. Includes <u>ECA hosting option</u> where ID will host in a workspace metadata and text for ECA review before promoting associated documents for full review. Data is hosted within ID's StateRAMP environment.
StateRAMP Active Storage/Hosting 1 TB - 1.99 TB (per GB)/TBD	See above	N/A	34%	\$5.25	See above
StateRAMP Active Storage/Hosting 2 TB - 5 TB (per GB)/TBD	See above	N/A	38%	\$5.00	See above
StateRAMP Nearline Storage 1 GB - 999 GB (per GB)/TBD	\$3.20	N/A	34%	\$2.10	Nearline Storage/Hosting Fee (No User Fees). No additional charge for hosting foreign language data. Data is hosted within ID's StateRAMP environment.
StateRAMP Nearline Storage 1 TB - 1.99 TB (per GB)/TBD	See above	N/A	38%	\$2.00	See above
StateRAMP Nearline Storage 2 TB - 5 TB (per GB)/TBD	See above	N/A	41%	\$1.90	See above
StateRAMP Archive Storage 1 GB - 999 GB (per GB)/TBD	\$2.00	N/A	35%	\$1.30	Archive Storage/Hosting Fee (No User Fees). No additional charge for hosting foreign language data. Data is hosted within ID's StateRAMP environment.

StateRAMP Archive Storage 1 TB - 1.99 TB (per GB)/TBD	See above	N/A	38%	\$1.25	See above
StateRAMP Archive Storage 2 TB - 5 TB (per GB)/TBD	See above	N/A	41%	\$1.18	See above
Relativity Analytics/TBD	Included	N/A	N/A	Included	Provides Email Threading, Conceptual Searching, Categorization, Clustering, Keyword Expansion, Similar Document Detection and Predictive Coding. All analytics are performed within ID's StateRAMP environment.
Blackout Redactions (per DOC)/TBD	\$3.00	N/A	8%	\$2.75	Automatic/Native Redactions. Blackout redactions performed within ID's StateRAMP environment.
Veritone (see below for cumulative annual cost structure and discounts)/TBD	See Notes	N/A	See Notes	See Notes	Artificial intelligence-based cognitive computing platform that delivers automated processing and analytics of audio and video media files. Veritone has an AI module with redaction and auto-redaction capabilities.
First Level Contract Attorney Review (Remote) (per hour)/TBD	\$50.00	N/A	10%	\$45.00	Remote First Level Review. Rate is subject to change based on market conditions and only applies to hours at or under 40 hours per week.
First Level Contract Attorney Review (Remote) – OT (per hour)/TBD	See above	N/A	10%	\$67.50	Remote First Level Review. Rate is subject to change based on market conditions and only applies to overtime hours (hours exceeding 40 per week).
First Level JD Review (Remote) (per hour)/TBD	\$36.00	N/A	11%	\$32.00	Remote First Level Review. Rate is subject to change based on market conditions and only applies to hours at or under 40 hours per week.
First Level JD Review (Remote) - OT (per hour)/TBD	See above	N/A	11%	\$48.00	Remote First Level Review. Rate is subject to change based on market conditions and only applies to hours at or under 40 hours per week.
First Level Paralegal Review (Remote) (per hour)/TBD	\$33.00	N/A	9%	\$30.00	Remote First Level Review. Rate is subject to change based on market conditions and only applies to hours at or under 40 hours per week.
First Level Paralegal Review (Remote) - OT (per hour)/TBD	See above	N/A	9%	\$45.00	Remote First Level Review. Rate is subject to change based on market conditions and only applies to hours at or under 40 hours per week.
TAR/CAL Consulting (per hour)	\$325.00	N/A	23%	\$250.00	Consultation on and implementation of review workflows leveraging advanced analytics (e.g., predictive coding; strategic prioritization utilizing continuous active learning, etc.), including validation of the workflows employed.
Project Management (per hour)	\$195.00	N/A	10%	\$175.00	Project reporting, organization and execution of project tasks, project status reporting, cost estimates, conference calls, help desk etc. Includes 24/7 helpdesk service.

Legal Project Management (per hour)	\$150.00	N/A	17%	\$125.00	Consultation on and implementation of review workflows, review management, administration, documentation, reporting, and quality control.
Technical Time (per hour)	\$195.00	N/A	10%	\$175.00	Database creation, document loading, searching, batching, tagging, production, report generation, forensic intake of data, data conversion, data prep for processing, validation, quality control of received data, etc.
Shipping	AT COST	N/A	N/A	AT COST	Transfer of data in a secured manner via overnight delivery.

Any additional proposed charges (explanation of charges, include unit of measurement):

- Discount amounts are relative to standard commercial rates.
- Veritone pricing is cumulative, discounted by volume.

Cost of Annual Hours of Redaction	Price
24	\$2,400
50	\$5,000
100	\$9,500
250	\$22,500
400	\$30,000
550	\$37,400
700	\$45,500
1000	\$60,000
2000	\$114,000
5000	\$250,000

ATTACHMENT B

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (Agreement) supplements and is made a part of the contract (Contract) by and between the San Bernardino County Probation Department (hereinafter Covered Entity) and Innovative Discovery LLC dba Innovative Driven (hereinafter Business Associate). This Agreement is effective as of the effective date of the Contract.

RECITALS

WHEREAS, Covered Entity (CE) wishes to disclose certain information to Business Associate (BA) pursuant to the terms of the Contract, which may include Protected Health Information (PHI); and

WHEREAS, CE and BA intend to protect the privacy and provide for the security of the PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act), their implementing regulations, and other applicable laws; and

WHEREAS, The Privacy Rule and the Security Rule require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314, subdivision (a), 164.502, subdivision (e), and 164.504, subdivision (e) of the Code of Federal Regulations (C.F.R.) and contained in this Agreement; and

WHEREAS, Pursuant to HIPAA and the HITECH Act, BA shall fulfill the responsibilities of this Agreement by being in compliance with the applicable provisions of the HIPAA Standards for Privacy of PHI set forth at 45 C.F.R. sections 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards), 164.316 (Policies and Procedures and Documentation Requirements), and, 164.400, et seq. and 42 United States Code (U.S.C.) section 17932 (Breach Notification Rule), in the same manner as they apply to a CE under HIPAA;

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

A. Definitions

Unless otherwise specified herein, capitalized terms used in this Agreement shall have the same meanings as given in the Privacy Rule, the Security Rule, the Breach Notification Rule, and HITECH Act, as and when amended from time to time.

1. Breach shall have the same meaning given to such term under the HIPAA Regulations [45 C.F.R. §164.402] and the HITECH Act [42 U.S.C. §17921 et seq.], and as further described in California Civil Code section 1798.82.
2. Business Associate (BA) shall have the same meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 U.S.C. section 17921 and 45 C.F.R. section 160.103.
3. Covered Entity (CE) shall have the same meaning given to such term as under the Privacy Rule and Security Rule, including, but not limited to 45 C.F.R. section 160.103.
4. Designated Record Set shall have the same meaning given to such term under 45 C.F.R. section 164.501.
5. Electronic Protected Health Information (ePHI) means PHI that is maintained in or transmitted by electronic media as defined in the Security Rule, 45 C.F.R. section 164.103.
6. Individual shall have the same meaning given to such term under 45 C.F.R. section 160.103.

7. Privacy Rule means the regulations promulgated under HIPAA by the United States Department of Health and Human Services (HHS) to protect the privacy of Protected Health Information, including, but not limited to, 45 C.F.R. Parts 160 and 164, subparts A and E.
8. Protected Health Information (PHI) shall have the same meaning given to such term under 45 C.F.R. section 160.103, limited to the information received from, or created or received by Business Associate from or on behalf of, CE.
9. Security Rule means the regulations promulgated under HIPAA by HHS to protect the security of ePHI, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, subparts A and C.
10. Unsecured PHI shall have the same meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act, including, but not limited to 42 U.S.C. section 17932, subdivision (h).

B. Obligations and Activities of BA

1. Permitted Uses and Disclosures

BA may disclose PHI: (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) for purposes of Treatment, Payment and Operations (TPO); (iv) as required by law; or (v) for Data Aggregation purposes for the Health Care Operations of CE. Prior to making any other disclosures, BA must obtain a written authorization from the Individual.

If BA discloses PHI to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the PHI, to the extent it has obtained knowledge of such breach. [42 U.S.C. section 17932; 45 C.F.R. sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)]

- i. **Limitation on Liability. CONTRACTOR'S LIABILITY FOR A BREACH OF THIS BUSINESS ASSOCIATE AGREEMENT (ONLY) SHALL BE LIMITED TO \$10,000,000.00. BUSINESS ASSOCIATE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, SPOILIATION OF EVIDENCE, AND/OR LOSS OF BUSINESS INFORMATION) ARISING UNDER THIS BUSINESS ASSOCIATE AGREEMENT (ONLY), EVEN IF BUSINESS ASSOCIATE HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.**

2. Prohibited Uses and Disclosures

- i. BA shall not use, access or further disclose PHI other than as permitted or required by this Agreement and as specified in the attached Contract or as required by law. Further, BA shall not use PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act. BA shall disclose to its employees, subcontractors, agents, or other third parties, and request from CE, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder.
- ii. BA shall not use or disclose PHI for fundraising or marketing purposes.
- iii. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. (42 U.S.C. section 17935(a) and 45 C.F.R. section 164.522(a)(1)(i)(A).)
- iv. BA shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of CE and as permitted by the HITECH Act (42 U.S.C. section 17935(d)(2); and 45 C.F.R. section 164.508); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to this Agreement.

3. Appropriate Safeguards

- i. BA shall implement appropriate safeguards to prevent the unauthorized use or disclosure of PHI, including, but not limited to, administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of the PHI BA creates, receives, maintains, or transmits on behalf of the CE, in accordance with 45 C.F.R. sections 164.308, 164.310, 164.312 and 164.316. [45 C.F.R. sections 164.504(e)(2)(ii)(b) and 164.308(b).]
- ii. In accordance with 45 C.F.R. section 164.316, BA shall maintain reasonable and appropriate written policies and procedures for its privacy and security program in order to comply with the standards, implementation specifications, or any other requirements of the Privacy Rule and applicable provisions of the Security Rule.
- iii. BA shall provide appropriate training for its workforce on the requirements of the Privacy Rule and Security Rule as those regulations affect the proper handling, use confidentiality and disclosure of the CE's PHI.

Such training will include specific guidance relating to sanctions against workforce members who fail to comply with privacy and security policies and procedures and the obligations of the BA under this Agreement.

4. Subcontractors

BA shall enter into written agreements with agents and subcontractors to whom BA provides CE's PHI that impose the same restrictions and conditions on such agents and subcontractors that apply to BA with respect to such PHI, and that require compliance with all appropriate safeguards as found in this Agreement.

5. Reporting of Improper Access, Use or Disclosure or Breach

Every suspected and actual Breach shall be reported immediately, but no later than one (1) business day upon discovery, to CE's Office of Compliance, consistent with the regulations under HITECH Act. Upon discovery of a Breach or suspected Breach, BA shall complete the following actions:

- i. Provide CE's Office of Compliance with the following information to include but not limited to:
 - a) Date the Breach or suspected Breach occurred;
 - b) Date the Breach or suspected Breach was discovered;
 - c) Number of staff, employees, subcontractors, agents or other third parties and the names and titles of each person allegedly involved;
 - d) Number of potentially affected Individual(s) with contact information; and
 - e) Description of how the Breach or suspected Breach allegedly occurred.
- ii. Conduct and document a risk assessment by investigating without unreasonable delay and in no case later than five (5) calendar days of discovery of the Breach or suspected Breach to determine the following:
 - a) The nature and extent of the PHI involved, including the types of identifiers and likelihood of re-identification;
 - b) The unauthorized person who had access to the PHI;
 - c) Whether the PHI was actually acquired or viewed; and
 - d) The extent to which the risk to PHI has been mitigated.
- iii. Provide a completed risk assessment and investigation documentation to CE's Office of Compliance within ten (10) calendar days of discovery of the Breach or suspected Breach with a determination as to whether a Breach has occurred. At the discretion of CE, additional information may be requested.
 - a) If BA and CE agree that a Breach has not occurred, notification to Individual(s) is not required.

- b) If a Breach has occurred, notification to the Individual(s) is required and BA must provide CE with affected Individual(s) name and contact information so that CE can provide notification.
- iv. Make available to CE and governing State and Federal agencies in a time and manner designated by CE or governing State and Federal agencies, any policies, procedures, internal practices and records relating to a Breach or suspected Breach for the purposes of audit or should the CE reserve the right to conduct its own investigation and analysis.

6. Access to PHI

To the extent BA maintains a Designated Record Set on behalf of CE, BA shall make PHI maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule. If BA maintains ePHI, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act. If BA receives a request from an Individual for access to PHI, BA shall immediately forward such request to CE.

7. Amendment of PHI

If BA maintains a Designated Record Set on behalf of the CE, BA shall make any amendment(s) to PHI in a Designated Record Set that the CE directs or agrees to, pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy CE's obligations under 45 C.F.R. section 164.526, in the time and manner designated by the CE.

8. Access to Records

BA shall make internal practices, books, and records, including policies and procedures, relating to the use, access and disclosure of PHI received from, or created or received by BA on behalf of, CE available to the Secretary of HHS, in a time and manner designated by the Secretary, for purposes of the Secretary determining CE's compliance with the Privacy Rule and Security Rule and patient confidentiality regulations. Any documentation provided to the Secretary shall also be provided to the CE upon request.

9. Accounting for Disclosures

BA, its agents and subcontractors shall document disclosures of PHI and information related to such disclosures as required by HIPAA. This requirement does not apply to disclosures made for purposes of TPO. BA shall provide an accounting of disclosures to CE or an Individual, in the time and manner designated by the CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure.

10. Termination

CE may immediately terminate this agreement, and any related agreements, if CE determines that BA has breached a material term of this agreement. CE may, at its sole discretion, provide BA an opportunity to cure the breach or end the violation within the time specified by the CE.

11. Return of PHI

Upon termination of this Agreement, BA shall return all PHI required to be retained by the BA or its subcontractors, employees or agents on behalf of the CE. In the event the BA determines that returning the PHI is not feasible, the BA shall provide the CE with written notification of the conditions that make return not feasible. Additionally, the BA must follow established policies and procedures to ensure PHI is safeguarded and disposed of adequately in accordance with 45 C.F.R. section 164.310, and must submit to the CE a certification of destruction of PHI. For destruction of ePHI, the National Institute of Standards and Technology (NIST) guidelines must be followed. BA further agrees to extend any and all protections, limitations, and restrictions contained in this Agreement, to any PHI retained by BA or

its subcontractors, employees or agents after the termination of this Agreement, and to limit any further use, access or disclosures.

12. Breach by the CE

Pursuant to 42 U.S.C. section 17934, subdivision (b), if the BA is aware of any activity or practice by the CE that constitutes a material Breach or violation of the CE's obligations under this Agreement, the BA must take reasonable steps to address the Breach and/or end eliminate the continued violation, if the BA has the capability of mitigating said violation. If the BA is unsuccessful in eliminating the violation and the CE continues with non-compliant activity, the BA must terminate the Agreement (if feasible) and report the violation to the Secretary of HHS.

13. Mitigation

BA shall have procedures in place to mitigate, to the extent practicable, any harmful effect that is known to BA of a use, access or disclosure of PHI by BA, its agents or subcontractors in violation of the requirements of this Agreement.

14. Costs Associated to Breach

BA shall be responsible for reasonable costs associated with a Breach. Costs shall be based upon the required notification type as deemed appropriate and necessary by the CE and shall not be reimbursable under the Agreement at any time. CE shall determine the method to invoice the BA for said costs. Costs shall incur at the current rates and may include, but are not limited to the following:

- Postage;
- Alternative means of notice;
- Media notification; and
- Credit monitoring services.

15. Direct Liability

BA may be held directly liable under HIPAA for impermissible uses and disclosures of PHI; failure to provide breach notification to CE; failure to provide access to a copy of ePHI to CE or individual; failure to disclose PHI to the Secretary of HHS when investigating BA's compliance with HIPAA; failure to provide an accounting of disclosures; and, failure to enter into a business associate agreement with subcontractors.

16. Indemnification

BA agrees to indemnify, defend and hold harmless CE and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, penalties, injuries, costs and expenses (including costs for reasonable attorney fees) that are caused by or result from the acts or omissions of BA, its officers, employees, agents and subcontractors, with respect to the use, access, maintenance or disclosure of CE's PHI, including without limitation, any Breach of PHI or any expenses incurred by CE in providing required Breach notifications.

17. Judicial or Administrative Proceedings

CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws or (ii) a finding or stipulation is made in any administrative or civil proceeding in which the BA has been joined that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws.

18. Insurance

In addition to any general and/or professional liability insurance coverage required of BA under the Contract for services, BA shall provide appropriate liability insurance coverage during the term of this Agreement to cover any and all claims, causes of action, and demands whatsoever made for loss, damage, or injury to any person arising from the breach of the security, privacy, or confidentiality

obligations of BA, its agents or employees, under this Agreement and under HIPAA 45 C.F.R. Parts 160 and 164, Subparts A and E.

19. Assistance in Litigation or Administrative Proceedings

BA shall make itself, and any subcontractors, employees, or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers, or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

C. Obligations of CE

1. CE shall notify BA of any of the following, to the extent that such may affect BA's use, access, maintenance or disclosure of PHI:
 - i. Any limitation(s) in CE's notice of privacy practices in accordance with 45 C.F.R. section 164.520.
 - ii. Any changes in, or revocation of, permission by an individual to use, access or disclose PHI.
 - iii. Any restriction to the use, access or disclosure of PHI that CE has agreed to in accordance with 45 C.F.R. section 164.522.

D. General Provisions

1. Remedies

BA agrees that CE shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which CE may have at law or in equity in the event of an unauthorized use, access or disclosure of PHI by BA or any agent or subcontractor of BA that received PHI from BA.

2. Ownership

The PHI shall be and remain the property of the CE. BA agrees that it acquires no title or rights to the PHI.

3. Regulatory References

A reference in this Agreement to a section in the Privacy Rule and Security Rule and patient confidentiality regulations means the section as in effect or as amended.

4. No Third-Party Beneficiaries

Nothing express or implied in the Contract or this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

5. Amendment

The parties acknowledge that state and federal laws related to privacy and security of PHI are rapidly evolving and that amendment of the Contract or this Agreement may be required to ensure compliance with such developments. The parties shall negotiate in good faith to amend this Agreement when and as necessary to comply with applicable laws. If either party does not agree to so amend this Agreement within 30 days after receiving a request for amendment from the other, either party may terminate the Agreement upon written notice. To the extent an amendment to this Agreement is required by law and this Agreement has not been so amended to comply with the applicable law in a timely manner, the amendment required by law shall be deemed to be incorporated into this Agreement automatically and without further action required by either of the parties. Subject to the foregoing, this Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed and agreed to by BA and CE.

6. Interpretation

Any ambiguity in this Agreement shall be resolved to permit CE to comply with the Privacy and Security Rules, the HITECH Act, and all applicable patient confidentiality regulations.

7. Compliance with State Law

In addition to HIPAA and all applicable HIPAA Regulations, BA acknowledges that BA and CE may have confidentiality and privacy obligations under State law, including, but not limited to, the California Confidentiality of Medical Information Act (Civil Code §56, et seq. (CMIA)). If any provisions of this Agreement or HIPAA Regulations or the HITECH Act conflict with CMIA or any other California State law regarding the degree of protection provided for PHI and patient medical records, then BA shall comply with the more restrictive requirements.

8. Survival

The respective rights and obligations and rights of CE and BA relating to protecting the confidentiality or a patient's PHI shall survive the termination of the Contract or this Agreement.



ATTACHMENT C

Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Innovative Discovery LLC, dba Innovative Driven
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: Bryan Campbell
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):
Innovative Discovery Holdings, LLC
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Innovative Discovery Holdings, LLC	Parent Company
Innovative Discovery Immediate Holdings, LLC	Parent Company

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
ID LLC		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):
N/A		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If **no**, please skip Question No. 10.

Yes If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of the Contract is being considered and for 12 months after a final decision by the County.

ATTACHMENT D

FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

Legal Authority for and Purpose and Genesis of the Security Addendum

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security

addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
- 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
 - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
 - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power

and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION
SERVICES SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee _____
Date

Printed Name/Signature of Contractor Representative _____
Date

Organization and Title of Contractor Representative

Exhibit A – Chain of Custody

ID will continue to follow the agreed upon process for receiving encrypted hard drives from the County, ID will provide a chain of custody document for shipping and receiving these encrypted drives to/from the Probation's office. Expanding on ID's chain of custody and defensibility, ID's data receiving, processing, and generation of deliverables are governed by ISO 9001 policies and quality objectives: Data Attributes, Client Request, Execution Accuracy, Execution of Resolution, as well as ID's Standard Operating Procedures (SOPs) for original client data storage, data staging/delivery, deliverable encryption, and data processing.

ID maintains a formal Information Transfer Policy that governs the secure transfer of information within or external to the organization. The ID Network Security Policy outlines the technical controls that are in place to protect data in transit. ID-managed file transfer system (MFT) only allows secure data transfer via authenticated HTTPS/SFTP connections. The system is configured with SSL/TLS 1.2 or greater with 2048 encryption standards.

Received data is verified to match expected volumes. After the secure receipt of data on physical media or via encrypted channels, data are logged at each stage and handled in a way to preserve original data attributes.

ID maintains best practices for defensible evidence handling and offers both physical and electronic data transfer methods. For data shipped to ID via a parcel service (e.g., FedEx, UPS, etc.), ID ensures tracking information is provided and chain of custody is maintained throughout. ID utilizes both electronic and hard copy methods for tracking original materials. Chain of Custody and tracking logs live with the evidence media, and electronic logging of all evidence tracks the evidence media by location and disposition in multiple locations. All tracking logs and Chain of Custody are available for the County in either hard copy or electronic format.

Each volume of information--whether a set of digital files delivered via secure FTP or physical--is considered a piece of media. Each piece is uniquely labeled and logged in our tracking system upon receipt. Each time a piece of media changes hands, the system is updated with the current responsible employee/department and the date/time of the event. A chain of custody can be generated using this system. Time constraints are used to keep the media in secure storage when it is not actively being used. Data validation is in place to ensure accuracy and prevent unnecessary storage. Within 30 days (or client-specific SLA), clients are contacted with options for return, storage, or destruction. Return shipping information is provided with all returns, and certificates of destruction are generated by default.

During the processing stage, reports are generated and delivered to account for all received, processed, corrupted, culled, and delivered data. These stages are accompanied by in-line, post-process, and final deliverable quality control steps. Processing personnel actively participate in training programs and ID's Continuous Improvement Process to ensure accuracy.

Business requirements are discussed at the project setup stage, documented, and translated into standard processing steps or well-defined custom procedures, facilitating a repeatable process for creating a deliverable in accordance with business requirements.

At each stage of the data life cycle, ID provides both standard and custom reports as desired by the County.

Redaction Workflow:

The ID team has discussed with the County team on calls the following high level Redaction Workflow:

- ID will first run blackout to redact out/highlight anything automatically.
- Next, ID would have human eyes on the document and will modify/add in redactions where needed.
- ID would also clean up any auto redactions/highlights where necessary.
- After the described review completes, Quality Control checks would take place.
- ID will provide a Relativity search of the redacted documents to the County team, to be 2nd Level Reviewed
- Redacted documents may then be pulled down and loaded to the County website as deemed appropriate.

Manual analysis, review, and redaction of documents are performed within a secure Relativity environment. Relativity logs every user action, including the name of the user who coded/redacted a document, the time that action was taken, and the coordinates of the redaction. This item is available in the user interface. An aggregate of activity can be generated as a report or overlaid into Relativity, upon request.

Auto-redaction tools (such as Blackout and Veritone) generate redaction audit logs, by user, containing every change made to the redacted file since the file was uploaded. Blackout provides detailed information including usage metrics, a markup report showing the type of redaction placed (manual or automated), the markup scope, markup reasons, and information regarding the user who generated the markup or executed the job. For Veritone, a redaction report is also available for each redacted file including specific details of each redaction. This includes start and stop times in milliseconds, type of redaction, the redaction code applied to an individual redaction, label type, and any added notes.

Case Number		Client		Project Name			
Item	Quantity	Evidence #	Custodian	Description (Make/Model/SN/Size)			
Additional Information / Notes							
CAME WITH CABLES = YES/NO CAME WITH COC = YES/NO CAME WITH PAPERWORK = YES/NO ANY DEFECTS/ISSUES = YES/NO COMMENTS:							
Item	Date/Time	Released By		Received By		Purpose	Location
		Name:		Name:			
		Organization		Organization			
		Signature		Signature			
		Name:		Name:			
		Organization		Organization			
		Signature		Signature			
		Name:		Name:			
		Organization		Organization			
		Signature		Signature			
		Name:		Name:			
		Organization		Organization			
		Signature		Signature			

1700 N Moore Street, Suite 1500, Arlington, VA 22209
 (703) 875-8003 www.innovativedriven.com

ATTACHMENT E

MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (this "Agreement") is dated and effective as of August 20, 2024 (the "Effective Date") between San Bernardino County, through its Probation Department, having offices located at 175 West 5th Street, 4th Floor, San Bernardino, California 92415 ("Agency"), and Innovative Discovery, LLC, d.b.a., Innovative Driven, a Delaware corporation having offices located at 1700 N. Moore Street, Suite 1500, Arlington, VA 22209 ("ID"). Agency and ID sometimes are collectively referred to herein as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, in connection with the evaluation or implementation of mutually beneficial business opportunities ("Business Purpose"), Agency and ID may disclose or provide access to valuable proprietary and confidential information to each other relating to their respective operations and businesses; and

WHEREAS, the Parties desire to protect the confidentiality of their respective information;

NOW, THEREFORE, in consideration of the foregoing, and of the covenants and agreements contained herein, each Party in its capacity as a recipient of information (in such capacity, "Recipient") agrees as follows with the other Party in its capacity as a provider of information (in such capacity, "Discloser"):

1. CERTAIN DEFINED TERMS

As used in this Agreement,

(a) the term "Representative" means, as to any person, such person's affiliates, and its and their directors, officers, managers, partners, members, employees, and agents, advisors (including, without limitation, financial advisors, legal counsel, and accountants), and controlling persons; and the term "person" means natural persons and all legal persons including, without limitation, any corporation, general or limited partnership, limited liability company, trust, other entity or agency or governmental authority.

(b) the term "Confidential Material" means all oral and written information, documents, records, specifications, and data that the Discloser or any of its Representatives furnishes or otherwise discloses to Recipient or any of Recipient's Representatives, including any such items furnished prior to the execution of this Agreement, in whatever form maintained, whether documentary, computer or other electronic storage, or otherwise, together with all analyses, compilations, studies, memoranda, notes, or other documents, records, or data prepared or provided to Recipient or any of Recipient's Representatives to the extent they contain or otherwise reflect such information, documents, records, specifications, or data, or any other information that by its very nature constitutes information of a type that any reasonable business person would conclude was intended by the Discloser or any of its Representatives to be treated as proprietary, confidential, or private, whether labeled or marked as such or not. The term "Confidential Material" does not include information that (A) has become generally known to the public other than as a result of a disclosure by Recipient or Recipient's Representatives, (B) was within Recipient's possession prior to its being furnished to Recipient by or on behalf of the Discloser, provided that the source of such information was not bound by a confidentiality agreement with, or other contractual, legal, or fiduciary obligation of confidentiality to, the Discloser or any other person with respect to such information, (C) has become available to Recipient on a non-confidential basis from a source other than the Discloser or any of the Discloser's Representatives if such source was not bound by a confidentiality agreement with, or other contractual, legal, or fiduciary obligation of confidentiality to, the Discloser or any other person with respect to such information, or (D) otherwise must be disclosed by law.

2. USE OF CONFIDENTIAL MATERIAL

Recipient will use the Confidential Material solely for the purpose of evaluating, considering, and carrying out its obligations under the Business Purpose, will keep the Confidential Material strictly confidential, and will not disclose

any of the Confidential Material in any manner whatsoever without the prior written consent of the Discloser; provided, however, that Recipient may disclose the Confidential Material on a need-to-know basis to Recipient's Representatives who agree to use the Confidential Material solely for the purpose of assisting Recipient in evaluating considering, and carrying out its obligations under the Business Purpose, to keep the Confidential Material strictly confidential, and not to disclose any of the Confidential Material in any manner whatsoever without the prior written consent of the Discloser; provided, further, that such Representatives are provided with a copy of this Agreement and agree to be bound by the terms of this Agreement to the same extent as if they were parties hereto. Notwithstanding anything herein to the contrary, Recipient may not disclose any Confidential Material to any subcontractor or other third party without the express written consent of the Discloser. In any event, Recipient will be responsible for any breach of this Agreement by any of its Representatives and Recipient agrees, at its sole expense, to take all reasonable measures to assure that its Representatives do not make any prohibited or unauthorized disclosure or use of the Confidential Material. Except as set forth in Paragraph 3, Recipient further agrees that without the Discloser's prior written consent, neither Recipient nor any of its Representatives will disclose to any other person the fact that the Confidential Material has been made available, the fact that discussions or negotiations between the Parties are or may be taking place, or have taken place, or any of the terms, conditions, or other matters discussed with respect thereto.

3. LEGALLY COMPELLED DISCLOSURE

If Recipient or any of its Representatives is required, in the written opinion of its legal counsel who has been informed of the relevant facts, by law or in any judicial, administrative, or other legal proceeding, or pursuant to subpoena, civil investigative demand, or other compulsory process, to disclose any of the Confidential Material, Recipient and its Representative shall provide the Discloser with prompt written notice of any such requirement, to the extent Recipient and its Representatives may legally do so, so that the Discloser may seek a protective order or other appropriate remedy, and will consult with the Discloser with respect to the Discloser or Recipient (or such Representative) taking steps to resist or narrow the scope of such required disclosure. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Discloser, Recipient or any of its Representatives are nonetheless, in the further written opinion of legal counsel, legally compelled to disclose Confidential Material to any tribunal or other authority or else stand liable for contempt or suffer other censure or penalty, Recipient (or such Representative) may disclose only that portion of the Confidential Material that such counsel advises is legally required to be disclosed, provided that Recipient (or such Representative) exercise best efforts to preserve the confidentiality of the Confidential Material, including, without limitation, by cooperating with the Discloser to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Material by such tribunal or other authority.

4. RETURN OF CONFIDENTIAL MATERIAL

- (a) At any time upon the request of the Discloser for any reason, Recipient will promptly, and in any event no later than 30 days after the request, deliver to the Discloser or, at the Discloser's option, destroy all Confidential Material furnished by Discloser or its Representatives (and all copies, extracts, or other reproductions thereof), whether in paper, electronic, or other form or media. Notwithstanding the foregoing, Recipient may retain Confidential Material prepared by Recipient or its Representatives, including data or electronic records containing Confidential Material for the purposes of backup, recovery, contingency planning, or business continuity planning, so long as such data or records, to the extent not permanently deleted or overwritten in the ordinary course of business, are not accessible in the ordinary course of business and are not accessed except as required for backup, recovery, contingency planning, or business continuity purposes. If such data or records are restored or otherwise become accessible, the Recipient agrees to permanently delete them.
- (b) Through an authorized supervising officer, the Recipient shall certify in writing to the Discloser the destruction of the Confidential Material furnished by Discloser or its Representatives promptly after

such destruction occurs. Notwithstanding the return or destruction of the Confidential Material furnished by Discloser or its Representatives, Recipient and its Representatives will continue to be bound by obligations of confidentiality and other obligations hereunder for all Confidential Material.

5. REMEDIES

Recipient acknowledges and agrees that monetary damages alone would not be a sufficient remedy for breach of this Agreement by Recipient or any of its Representatives and that the Discloser will also be entitled to equitable relief, including injunctions and specific performance, as a remedy for any such breach without the necessity of posting any bond or other security and without proof of irreparable harm or of any actual damages. Such remedies will nonetheless not be deemed to be the exclusive remedies for a breach of this Agreement and will be in addition to all other remedies available at law or in equity.

6. NOTICES

All notices to be given to a Party hereunder shall be in writing and delivered personally (with a written receipt obtained from a responsible Representative) or by overnight courier, addressed to the recipients below:

Innovative Driven

1700 North Moore Street, Suite 1500
Arlington, VA 22209
Attention: Logan Mims

San Bernardino County Probation Department

175 West 5th Street, 4th Floor
San Bernardino, CA 92415
Attention: Professional Standards

7. MISCELLANEOUS

- (a) **Entire Agreement.** This Agreement supersedes all prior agreements, whether written or oral, between the Parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter.
- (b) **Modification.** This Agreement may only be amended, supplemented, or otherwise modified by a writing executed by the Parties.
- (c) **Governing Law.** All matters relating to or arising out of this Agreement and the rights of the Parties (sounding in contract, tort, or otherwise) will be governed by and construed and interpreted under the laws of the State of California, without regard to conflicts of laws principles that would require the application of any other law.
- (d) **Term/Survival.** The Parties agree that unless modified in writing by the Parties in accordance with this Agreement, the term of this Agreement shall commence on the Effective Date and shall remain in effect until terminated by either of the Parties, or until such time as the funding outlined in the Parties' Contract No. _____ dated August 20, 2024, has been exhausted. The provisions shall survive termination of the Agreement and shall remain in effect for a period of two (2) years after termination.
- (e) **Mutual Non-Solicitation.** Both parties acknowledge that information about existing employees is confidential competitive information and constitutes a trade secret. Accordingly, both parties agree that during the term of this Agreement and for a period of one (1) year after, they will not, either directly or indirectly, separately or in association with others, solicit or encourage others to solicit or attempt to hire any existing employees or cause others to solicit or encourage any existing employees to discontinue their employment with their current employer.
- (f) **Non-Compete.** The Parties agree to a non-compete agreement for opportunities that one Party brings to the attention of the other Party. If a preexisting relationship exists between the introduced Party and the opportunity, that Party will disclose this information immediately to the introducing Party.

- (g) **No Waiver.** Neither any failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (i) no claim or right arising out of this Agreement can be waived by a Party, in whole or in part, unless made in a writing signed by such Party; (ii) a waiver given by a Party will only be applicable to the specific instance for which it is given; and (iii) no notice to or demand on a Party will (A) waive or otherwise affect any obligation of that Party or (B) affect the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement.
- (h) **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
- (i) **Counterparts/Electronic Signatures.** This Agreement, and if applicable, any subsequent amendments, may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, intending to be legally bound, the Parties' authorized representatives have signed this Agreement on, and effective as of, the date first written above.

INNOVATIVE DRIVEN

By: _____
 Name: _____
 Title: _____
 Date: _____

SAN BERNARDINO COUNTY

By: _____
 Name: Dawn Rowe
 Title: Chair, Board of Supervisors
 Date: _____