

KERN COUNTY SHERIFF'S OFFICE

1350 Norris Road, Bakersfield, CA 93308
661.391.7500 - www.kernsheriff.org

DONNY YOUNGBLOOD
Sheriff - Coroner - Public Administrator



October 27, 2026

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

**PROPOSED AGREEMENT WITH CRS TECHNOLOGIES, LLC DBA JAILCORE TO
PROVIDE ELECTRONIC INMATE TRACKING AND HOUSING CHECK SYSTEM SERVICES
AT THE SHERIFF'S OFFICE DETENTIONS FACILITIES
(Fiscal Impact: \$770,131 [FY 2026-27 \$352,131]; Budgeted; Discretionary)**

The Sheriff's Office is requesting Board approval for the proposed Agreement with CRS Technologies, LLC dba JailCore to provide electronic inmate tracking and housing check system services in the Sheriff's Office Detentions Facilities. The initial term of this Agreement is from November 1, 2026, to October 31, 2029, for a maximum of \$770,131 with an option to extend the contract by two, one-year terms through October 31, 2031.

On April 30, 2025, the Butte County Sheriff's Office issued a Request for Proposal (RFP) seeking a qualified contractor to provide an electronic inmate tracking and housing check system. On September 30, 2025, Butte County Sheriff's Office awarded the contract services to CRS Technologies, LLC dba JailCore. The Kern County Sheriff's Office requested, and received approval from the Kern County Purchasing Division, to utilize the Butte County Sheriff's Office's competitively bid process and cooperative agreement for these services.

The County Administrative Office concurs with this request. County Counsel has approved Agreement as to form.

Therefore, IT IS RECOMMENDED that your Board approve the proposed Agreement with CRS Technologies, LLC dba JailCore to provide electronic inmate tracking and housing check system services for the Sheriff's Office Detentions Facilities from November 1, 2026, to October 31, 2029, with an option to extend through October 31, 2031, in an amount not to exceed \$770,131 and authorize the Chairman to sign.

Sincerely,
DONNY YOUNGBLOOD, Sheriff-Coroner

A handwritten signature in blue ink, appearing to read "J. Swanson", is written over a horizontal line.

By: Joel Swanson, Chief Deputy
Detentions Bureau

/sv
Attachment

cc: CAO
County Counsel
Auditor-Controller-County Clerk
Purchasing

**AGREEMENT FOR
ELECTRONIC INMATE TRACKING AND HOUSING CHECK SYSTEM SERVICES
(COUNTY OF KERN — CRS TECHNOLOGIES, LLC DBA JAILCORE)**

THIS AGREEMENT is made and entered into on _____, by and between the **COUNTY OF KERN**, a political subdivision of the State of California, with offices located at 1115 Truxtun Avenue, Bakersfield, California 93301 ("**County**") as represented by the Kern County Sheriff's Office located at 1350 Norris Road Bakersfield, CA 93308 ("**KCSO**") and **CRS TECHNOLOGIES, LLC DBA JAILCORE**, a limited liability company authorized to do business in California incorporated in the State of Tennessee ("**Contractor**") whose principal place of business is located at 215 Jamestown Park, Suite 201, Brentwood, Tennessee 37027. County and Contractor may be referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS:

- A. California Government Code sections 31000 and 53060 permit the County Board of Supervisors to contract for the furnishing of special services with individuals specially trained, experienced and competent to perform those services; and
- B. County of Butte issued a Request for Proposal ("**RFP**") on April 30, 2025; and
- C. In response to the RFP, County of Butte accepted proposals, reviewed the proposals for compliance with the RFP, and evaluated the potential benefit of JAILCORE's services for electronic inmate tracking and housing check system; and
- D. The County of Butte awarded the RFP to JAILCORE on April 28, 2026. The Agreement between the County of Butte and Jailcore provides that it is intended that any public agency shall have the option to participate in the award to JAILCORE as a result of open solicitation of Butte's RFP.
- E. JAILCORE's services have been reviewed by KCSO and selected to provide services consistent with their Scope of Work attached hereto and incorporated herein, as **Exhibit "C"** and the terms and conditions of this Agreement; and
- F. County desires to contract for the electronic inmate tracking and housing check system at certain specified correctional facilities in the County;
- G. JAILCORE holds itself out as experienced and competent to perform the services required by this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. TERM

The term of this Agreement will begin as of November 1, 2026 ("**Effective Date**") and terminate three (3) years from the Effective Date, subject to the terms, conditions, and restrictions as defined in the attached **Exhibit "A", Description of Services**, which is attached hereto and incorporated herein, or amended by the mutual written agreement of both Parties as hereinafter provided. The term will have an option of two (2) additional one (1) year term, unless either Party gives written notice of their intent not to renew a minimum of ninety (90) days prior to the end of the term;

provided however, County may terminate this Agreement at any time in accordance with **Section 13**.

2. SERVICES TO BE RENDERED BY JAILCORE

The services to be rendered by JAILCORE are set forth in **Exhibit "A" Description of Services**, which is attached hereto and incorporated herein. JAILCORE's proposal for **"Scope of Work"**, are attached hereto as **Exhibit "C"**, respectively, and incorporated herein. To the extent that **Exhibit "C"** is not in conflict with the services set forth in **Exhibit "A" Description of Services**, and will be performed as necessary by JAILCORE.

Should any conflicts arise between this Agreement and any of the Exhibits attached hereto, the provisions of this Agreement will control. Should any conflicts arise between **Exhibit "A"** and any other Exhibit(s) to this Agreement, the provisions of **Exhibit "A"** will control.

3. COUNTY RESPONSIBILITIES

County responsibilities under this Agreement are as set forth in **Exhibit "A", Description of Services, Section III, Responsibilities of County**.

4. LOCATION OF EQUIPMENT

Lerdo Detention Facilities

17695 Industrial Farm Road (Pre-Trial Facility)
17645 Industrial Farm Road (Max-Med Facility) – Currently Unpopulated
17635 Industrial Farm Road (Minimum Facility) – Currently Unpopulated
17801 Industrial Farm Road (Justice Facility)

Bakersfield, CA 93308

Sheriff's Office Central Receiving Facility

1415 Truxtun Avenue
Bakersfield, CA 93301

Sheriff's Mojave Station

1771 Highway 58
Mojave, CA 93501

Sheriff's Ridgecrest Substation – Currently Unpopulated

128 E. Coso Avenue
Ridgecrest, CA 93555

5. EQUIPMENT/CUSTOMER SERVICE

- A.** JAILCORE shall provide and maintain equipment as set forth in **Exhibit "A" Description of Services**, which is attached hereto and incorporated herein. JAILCORE's proposal for **"Scope of Work"**, are attached hereto as **Exhibit "C"**, respectively, and incorporated herein. To the extent that **Exhibit "C"** is not in conflict with the services set forth in **Exhibit "A" Description of Services**, and will be performed as necessary by JAILCORE.

6. REPORTS

- A.** JAILCORE shall provide a variety of management and detail reports in real time, receive alerts for mission-critical tasks, and generate tailored reports with ease as specified in **Exhibit "A,"**
- B.** JAILCORE shall ensure reports are formatted to align with Title 15 §1027.5 and Board of State and Community Corrections inspection standards.

7. MEETINGS

- A.** Upon County's request, the County Inmate Services Manager and JAILCORE's Account Manager shall meet, on reasonable notice, to discuss JAILCORE's performance and progress under this Agreement. If requested, JAILCORE's Account Manager and other personnel shall attend all meetings. JAILCORE shall provide such information that is requested by County for the purpose of monitoring progress under this Agreement.

8. SOFTWARE REQUIREMENTS

JAILCORE agrees to the following stipulations and shall meet the following requirements regarding any equipment that may be used in the Electronic Inmate Tracking and Housing Check System that is attached to the Sheriff's Office Network:

- A.** Operating System must be Windows 11, 64 bit or Windows Server 2025, 64 bit.
- B.** JAILCORE will collaborate in good faith with the Jail Management System and be responsible for its own portion of the interface with this software.
- C.** The County will install the associated Antivirus and End Point Security. JAILCORE will collaborate in good faith with the associated security and controls and be responsible for its own portion of the interface with this software.
- D.** The system will be configured to accept Microsoft OS updates from the Sheriff's update server. Notwithstanding the foregoing, County is exclusively responsible for the management of the server.
- E.** Network connection must be 10/100/1000baseT
- F.** The Sheriff's Office Technology Services Section Staff must be granted administrator access to the workstations.
- G.** All API communications shall use secure, documented, versioned endpoints. JAILCORE shall not modify integrations, schemas, or data structures without prior written approval from County.

9. STORAGE REQUIREMENTS

- A.** JAILCORE shall provide all archival hardware, software and supplies and shall perform all system and database backups and archiving, at no cost to the County.
- B.** JAILCORE shall provide a "Leave-Behind Solution" for the County, at the end of the

contract, as detailed in **Section 21.B** of this Agreement.

- C. Upon County request or upon termination of this Agreement, JAILCORE shall securely delete all County data – including data stored in backups, archives, or third-party systems – within 60 days and provide a certification of destruction that complies with NIST SP 800-88 standards.
- D. County retains sole and exclusive ownership of all data, metadata, images, reports, video, documents, logs, and derivative outputs ("County Data"). JAILCORE shall not use County Data for analytics, product development, or artificial intelligence model training, or any purpose other than direct performance of this Agreement.

10. CONFIDENTIALITY

- A. JAILCORE shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer, remote terminal or other means. JAILCORE will return the confidential information promptly and destroy all copies or derivations of that confidential information when its use ends, utilizing an approved method of confidential destruction: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the entity that provided it.
- B. Should JAILCORE enter into an agreement with a third party to provide services, JAILCORE agrees to include requirements listed under this **Section 10 CONFIDENTIALITY**, **Section 11 HIPAA COMPLIANCE** and **Section 12 SECURITY REQUIREMENTS** in the agreement with that third party. In no event will said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers or employees.

11. HIPAA COMPLIANCE

- A. JAILCORE has established internal policies and procedures regarding the Health Insurance Portability and Accountability Act ("HIPAA") and agrees to make such policies and procedures available to County upon request.
- B. During the term of this Agreement, the Parties may receive or create certain confidential health or medical information ("Protected Health Information" or "PHI"). This PHI is subject to protection under State and federal law, including 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 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws. Parties represent that they have in place policies and procedures that will adequately safeguard any PHI they receive or create, and Parties specifically agree, on behalf of themselves, sub-contractors, and agents, to safeguard and protect the confidentiality of PHI consistent with applicable law, including currently effective provisions of HIPAA, the HITECH Act, and the HIPAA Regulations.

For purposes of this section, PHI means any information, whether oral or recorded in any form or medium: (a) that relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the

past, present or future payment for the provision of health care to an individual, and (b) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Parties acknowledge that State and Federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. Parties hereto specifically agree to take such action as is necessary to implement the requirements of HIPAA, the HITECH Act, and HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI including the execution of a Business Associate Agreement (BAA) which is attached hereto as Exhibit D. Parties understand and agree that they must provide to each other, after request, written evidence that they are in compliance with the HITECH Act, and applicable HIPAA Regulations.

Notwithstanding any other provision of this Agreement, any Party may terminate this Agreement upon twenty (20) days' notice in the event: (a) one Party does not promptly provide written evidence of compliance with the HITECH Act, and applicable HIPAA Regulations, or (b) that a Party becomes aware that the other Party or any of its subcontractors or agents discloses PHI in a manner that is not authorized by applicable law. In the event of a conflict between this Agreement and the BAA, the BAA shall exclusively govern.

12. SECURITY REQUIREMENTS

- A. JAILCORE agrees to comply with the Security Requirements in **Exhibit "A"**, attached hereto and incorporated herein, and JAILCORE's proposal attached hereto in **Exhibit "C"** and incorporated herein.
- B. JAILCORE is aware of and understands the importance of having a high level of security, and is aware that such security of its systems was heavily considered in awarding this Agreement.
- C. JAILCORE shall ensure that all its employees, agents and contractors assigned or involved under this Agreement will learn and comply with the security policies and procedures in effect in the County throughout the term of this Agreement. Further, JAILCORE shall ensure that all its employees, agents and contractors assigned or involved under this Agreement will comply with all federal and state security and privacy laws, as amended, and that JAILCORE has provided adequate training to its employees, agents and contractors as to all applicable federal and state security and privacy laws, including, but not limited to, California Invasion of Privacy Act (Cal. Penal Code section 630 et seq.); California Electronic Communications Privacy Act (California Penal Code sections 1546 et. seq.); Federal and State Wiretap statutes; Fourth, Fifth, Sixth and Fourteenth Amendments to the United States Constitutions and California Constitutional provisions as they relate to the right to privacy, the right to counsel, and the protection against unlawful searches and seizures.
- D. JAILCORE shall ensure its systems are secure and protected from security breaches and that it has implemented a high level of security systems to prevent security breaches. In the event there is a security breach of their systems, JAILCORE will notify County within 24 hours of such breach and include location of breach, system(s)

affected, method of detection, nature of breach, breach description, and actions taken/resolution: In the event there is a security breach of other JAILCORE's systems, JAILCORE will notify County within 72 hours of such breach and include actions taken/resolution. JAILCORE shall take any and all steps necessary to remedy the situation/problem/issues that led to the breach and mitigate any and all possible damages in a timely, expeditious and thorough manner.

- E. JAILCORE shall fully defend and indemnify County and County's agents, board members, elected and appointed officials, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by County), expert fees, costs of staff time, and investigation costs, of whatever kind or nature, which arise out of or are in any way connected with any breach in security of JAILCORE's systems, whether by any agent, employee or contractor of JAILCORE, or by any third party.
- F. JAILCORE shall comply fully with the FBI Criminal Justice Information Services ("CJIS") Security Policy, as updated from time to time.
- G. JAILCORE shall implement and maintain industry-standard technical, administrative, and physical security measures, including but not limited to (a) encryption in transit using TLS 1.2 or higher; (b) encryption at rest using AES-256 or stronger; (c) multi-factor authentication ("MFA"); (d) role-based access control following least-privilege principles; (e) annual third-party penetration testing; (f) annual SOC 2 Type II audit or equivalent independent assessment.
- H. All County data, including metadata, logs, images, video, and derivative information, shall be stored, processed, and transmitted, and backed up exclusively within the United States. JAILCORE shall use only cloud services providers that maintain security controls consistent with CJIS requirements.
- I. JAILCORE personnel with access to County systems or data shall (a) be U.S. based; (b) pass background checks; (c) use County-approved access methods; (d) use MFA for all access; (e) be logged and monitored during all access.
- J. JAILCORE shall log, retain, and make available to County upon request all security-related events, including but not limited to authentication activity, failed login attempts, user privilege changes, vendor access sessions, administrative actions, data exports, system configuration changes, and API interactions. Logs shall be retained for no less than 5 years.

13. TERMINATION/MATERIAL BREACH OF AGREEMENT

Notwithstanding anything in this Agreement the parties agree:

- A. (a) This Agreement in all respects is subordinate and subject to the terms of the Indenture for the State Public Works Board of the State of California Lease Revenue Bonds 2018 Series A (Kern Jail Complex) (the "Bonds"), and the Site Lease, the Facility Lease, and the Facility Sublease (including but not limited to, reletting rights) related to the Bonds that involve, or are executed by, the County of Kern and any subsequent indenture or amended or restated site lease, facility lease, and facility sublease entered

into to facilitate a refunding of the Bonds; (b) to the extent the Bonds are refunded, the foregoing subordination shall be self-executing and effective automatically without the requirement that any further agreement or confirmation be executed or delivered by County; provided, however, that upon written request from the State Public Works Board in connection with any State Public Works Board Financing, County shall execute such further writings as may be reasonably required to separately document any such subordination; and

- B.** This Agreement is subject to the review and written consent of the State Public Works Board and Department of Corrections and Rehabilitation (CDCR) prior to execution, as is any amendment or modification thereto; and
- C.** This Agreement shall be terminable by the County, CDCR, or at the direction of the State Public Works Board upon thirty (30) days' written notice, without penalty or cause.
- D.** Notwithstanding the foregoing, County reserves the right to terminate this Agreement, without further obligation, upon written notice of a Material Breach (as herein defined) committed by JAILCORE and the expiration of any cure period provided herein. A "Material Breach" will occur if JAILCORE fails, for any reason, to substantially comply with all of the terms and conditions of this Agreement. Upon receipt of the notice by JAILCORE of a Material Breach, JAILCORE will have thirty (30) days in which to cure any such Material Breach. If the Material Breach is not cured within the thirty (30) day period, the County may direct JAILCORE to remove the Equipment and may terminate this Agreement immediately. Notwithstanding the foregoing, the 30-day cure period may be extended to 60 days if the default is not commercially reasonably amenable to cure within such 30-day period, but only if the defaulting party diligently pursues to cure the default in good faith during the 30-day period. In addition, JAILCORE will be liable to County for all damages suffered by County as a result of any such Material Breach.
- E.** County and JAILCORE agree that this Agreement will be immediately terminated if a conflict of interest is determined to exist which would impair the effective performance of services hereunder. Otherwise, either party may terminate this Agreement by providing thirty (30) days written notice to the other party, and such termination is effective on the last day of said thirty (30) day period.
- F.** Licensing, setup, and equipment fees are non-refundable. Upon termination or non-renewal, COUNTY will retain access to the web-based dashboard pursuant to the leave behind solution to export any necessary data, after which JailCore may delete it. Failure by COUNTY to pay renewal fees within 30 days of the renewal date may be deemed as a non-renewal by the CONTRACTOR. Any legal action must be brought in Kern County, California, or the applicable Federal Judicial District. The prevailing party shall be entitled to attorneys' fees and costs.

Should notice be given by either party, both parties agree to cooperate during said thirty (30) day period to act in the best interest of the County. Upon termination of this Agreement, neither party shall have any obligations or responsibilities to the other party beyond the effective date of its termination.

14. ASSIGNMENT

This Agreement will be binding upon the Parties and their respective successors, assigns and heirs. JAILCORE reserves the right to assign its rights under this Agreement, but will not do so without the written permission of County, which County will not unreasonably withhold within the constraints of then existing State law and County ordinance. No such assignment will relieve JAILCORE of its obligations to County nor diminish County's rights under this Agreement, unless so stated in a written instrument executed by County.

15. SOLE AGREEMENT

This Agreement, including the attachments hereto, contains the entire Agreement of the Parties relating to the services, rights, obligations and covenants contained herein and assumed by the Parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promises, modifications, change or inducement will be effective or given any force or effect.

16. NOTICES

Any notice required or permitted to be given under this Agreement will be in writing and will be served by certified mail, return receipt requested, or personal service upon the other Party. When served by certified mail, service will be conclusively deemed to be made three (3) days after deposit with the United States Postal Service (postage prepaid) addressed to the Party to whom such notice is to be given as follows:

To JAILCORE:

CRS Technologies, LLC dba JailCore
General Counsel
215 Jamestown Park, Suite 201
Brentwood, TN 37027

To County:

Kern County Sheriff's Office
Chief Deputy Joel Swanson
1350 Norris Road
Bakersfield, CA 93308

17. NONWAIVER

No covenant or condition of this Agreement can be waived except by the written consent of County. Forbearance or indulgence by County in any regard whatsoever will not constitute a waiver of the covenant or condition to be performed by JAILCORE. County will be entitled to invoke any remedy available to County under this Agreement or by law or in equity despite said forbearance or indulgence.

18. CONFLICT OF INTEREST

JAILCORE has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. JAILCORE agrees that they are unaware of any financial or economic interest of any public officer or employee of the County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the County may immediately terminate this Agreement by giving written notice thereof. JAILCORE will comply with the requirements of Government Code section 87100 et seq. during the term of this Agreement.

19. INDEMNIFICATION AND LIMITATION OF LIABILITY

- A.** JAILCORE agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by COUNTY, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any negligent act or omissions of JAILCORE or JAILCORE's officers, agents, employees, independent contractors, subcontractors or any tier, or authorized representatives. Without limiting the generality of the foregoing, the same will include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of JAILCORE by any person or entity. This Indemnification provision includes, but will not limit the indemnification provision set forth in **Section 12.E.** above.
- B.** Third Party Claims. If any third party claim is asserted or action or proceeding brought against County which alleges that all or any part of JAILCORE's System(s) or County's use thereof, infringes or misappropriates any United States or foreign patent or copyright, or any trade secret or other proprietary right, County will give JAILCORE prompt written notice thereof. JAILCORE shall defend any such claim or action with counsel of JAILCORE's choice and at JAILCORE's expense and will indemnify County for any costs, including reasonable attorney's fees and damages actually incurred by County in connection therewith, including steps County may take to avoid entry of any default judgment or other waiver of County's rights. County will cooperate fully with and may monitor and assist JAILCORE in the defense of any claim, action or proceeding and will make employees available as JAILCORE may reasonably request with regard to such defense.
- i.** This indemnity does not extend to modifications or additions to the System(s) made by County or any third party without written consent of JAILCORE, or to any unauthorized use of the System(s) by County.
- ii.** If the System(s) or a part thereof is, in JAILCORE's opinion, likely to become or does become the subject of a claim of infringement or misappropriation of a United States or foreign patent, copyright, trade secret or other proprietary right, or if a temporary restraining order or other injunctive relief is entered against the use of part or all of the System(s), JAILCORE will within ninety (90) days:
- a.** Promptly procure the right of County to continue using the System(s) or infringing part thereof;
- b.** Promptly modify the System(s) or infringing part thereof to make it non-infringing without materially impairing County's ability to use the System as intended;
- c.** Promptly replace the System(s) or infringing part thereof with a compatible functionally equivalent and non-infringing system(s); or

- d. As a last resort, if none of the foregoing alternatives are reasonably available to JAILCORE and County is enjoined or otherwise precluded legally from using the System(s), County will dispose of all software as ordered by the governing court at the expense of JAILCORE, or as determined by County if the court does not so direct, and JAILCORE will remove all of JAILCORE's Equipment at JAILCORE's expense.
- C. Except for liability arising from a party's gross negligence or willful misconduct, neither party shall be liable to the other for any indirect, incidental, special, consequential, exemplary, or punitive damages arising out of or related to this Agreement. Except for liability arising from a party's gross negligence or willful misconduct, each party's total aggregate liability arising out of or related to this Agreement shall not exceed the total amount paid or payable by the County to CRS Technologies, LLC. dba JailCore under this Agreement during the twelve (12) months immediately preceding the first event giving rise to the claim.

20. INSURANCE

- A. JAILCORE, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of JAILCORE's actions in connection with the performance of JAILCORE's obligations, as required in this Agreement, shall secure and maintain insurance as described below. JAILCORE shall not perform any work under this Agreement until JAILCORE has obtained all insurance required under this Section and the required certificates of insurance and all required endorsements have been filed with the County's authorized insurance representative. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, JAILCORE will supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. JAILCORE shall promptly deliver a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. JAILCORE will immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by JAILCORE or County as an additional insured.

i. Workers' Compensation and Employers Liability Insurance Requirement:

In the event JAILCORE has employees who may perform any services pursuant to this Agreement, JAILCORE shall submit written proof that JAILCORE is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

JAILCORE shall require any sub-contractors to provide workers' compensation for all

of the sub-contractors' employees, unless the sub-contractor's employees are covered by the insurance afforded by JAILCORE. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, JAILCORE shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

JAILCORE shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

ii. Liability Insurance Requirements:

- a. JAILCORE shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:
 - (1) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of JAILCORE's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. JAILCORE shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence and four million dollars (\$4,000,000) aggregate.
 - (2) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each accident.
 - (3) Cyber Liability Insurance/Technology Professional Liability Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, involving access to personal and or confidential information, software or technology services where a data breach or exposure to personal and or confidential information could impact the County, coverage shall be equal to the policy limits, which shall not be less than \$2,000,000 per occurrence and four million dollars \$4,000,000 aggregate. Coverage shall respond to the duties and obligations as is undertaken by JAILCORE in this agreement and shall include, but not limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic

information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

- b. The Commercial General Liability and Automobile liability Insurance required in this sub-paragraph ii., shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.
 - c. If Vendor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or higher limits maintained by JAILCORE. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.
 - d. JAILCORE may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Liability insurance. No insurance or self-insurance maintained by the County, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss.
 - e. Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.
 - f. If any of the insurance coverages required under this Agreement is written on a claims-made basis, JAILCORE, at JAILCORE's option, shall either (i) maintain said coverage for at least five (5) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than five (5) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.
- iii. Cancellation of Insurance – The above stated insurance coverages required to be maintained by JAILCORE shall be maintained until the completion of all of JAILCORE's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by JAILCORE shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by JAILCORE in the case of non-payment of premiums, or thirty (30)

days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. JAILCORE shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

- iv. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.
- v. County reserves the right to modify these requirements including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- vi. If JAILCORE is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, JAILCORE shall provide coverage equivalent to the insurance coverages and endorsements required above. The County shall not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by JAILCORE is equivalent to the above-required coverages.
- vii. All insurance afforded by JAILCORE pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. This requirement shall also apply to any Excess or Umbrella liability policies. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County. A waiver of right of recovery (waiver of subrogation) is only required on Workers' Compensation policies when a JAILCORE's personnel deliver or perform services for the County while on County property.
- viii. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve JAILCORE for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- ix. Failure by JAILCORE to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by JAILCORE. County, at its sole option, may terminate this Agreement and obtain damages from JAILCORE resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to JAILCORE, County shall deduct from sums due to JAILCORE any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to JAILCORE pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs, JAILCORE agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve JAILCORE of its obligation to obtain and maintain the insurance coverages required by this Agreement.

21. AUDIT, INSPECTION AND RETENTION OF RECORDS.

- A. Upon written notice, County will have access, at reasonable times, to all reports, Agreement records, documents, files and personnel necessary to audit. JAILCORE agrees to retain reports, recording, records, documents, and files related to charges hereunder for a period of five (5) years or for the life of the agreement following the date of final payment for JAILCORE's services hereunder. County reserves the right to audit and verify JAILCORE's records before final payment is made. The County's representative shall have the right to reproduce any of the aforesaid documents. Should JAILCORE cease to exist as a legal entity, JAILCORE's records pertaining to this Agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Inmate Services Manager.
- B. **Leave-Behind Solution:** JAILCORE upon expiration or termination of the Agreement, the County will continue to have access to all County-owned historical records and data through JailCore's web-based dashboard. This post-contract access will be limited to viewing, searching, retrieving, and downloading historical records and reports and will not include the ability to collect or create new data. At the County's request, JailCore will also work with the County's IT department to provide a complete export of County-owned data and records in a standard, commercially reasonable electronic format. Any custom data conversion, transformation, integration, or other services beyond JailCore's standard data export may be separately scoped and mutually agreed upon by the parties. If the County requires continued operational use of the JailCore platform, including the ability to collect new data, for a brief period following expiration of the Agreement, JailCore and the County may mutually agree to extend operational services on a prorated basis for the necessary transition period.

22. NEGATION OF PARTNERSHIP

In the performance of all services under this Agreement, JAILCORE shall be, and acknowledges that JAILCORE is, in fact and law, an independent contractor and not an agent or employee of County. Subject to the terms and conditions of this Agreement, JAILCORE has and retains the right to exercise full supervision and control of the manner and methods of providing services under this Agreement. JAILCORE retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting JAILCORE in the provision of services under this Agreement. With respect to JAILCORE's employees, if any, JAILCORE will be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any and all other laws regulating employment.

23. COMPLIANCE WITH LAW

JAILCORE shall observe and comply with all applicable local, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

For Applications that allow County to monitor, record, investigate, or analyze communications, County represents and warrants that it will operate such Applications in compliance with all applicable laws, and JAILCORE makes no representation or warranty as to the legality of such actions. To the fullest extent allowed by law, County agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and

expenses) arising out of County's non-compliance with applicable laws. County may designate certain communications (for example, attorney or clergy communications) as "Private" within certain of the Applications. County acknowledges and agrees that County has the sole discretion, authority, and responsibility to designate certain communications as Private, and that JAILCORE has no discretion, authority, or responsibility to make such designations, unless done so at County's instruction. Further, to the fullest extent allowed by applicable law, County agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out of the recording or monitoring of communications that County should have but failed to designate as Private. Similarly, to the fullest extent allowed by applicable law, JailCore agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out of the recording or monitoring of communications that JailCore should have but failed to designate as private.

24. AUTHORITY TO BIND COUNTY

It is understood that JAILCORE, in JAILCORE's performance of any and all duties under this Agreement, has no authority to bind County to any agreements or undertakings.

25. HEADINGS

Paragraph headings in this Agreement are used solely for convenience and will be wholly disregarded in the construction of this Agreement. No provision of this Agreement will be interpreted for or against a Party because that Party or its legal representative drafted such provision. This Agreement is the product of negotiation and both Parties are equally responsible for its authorship. Section 1654 of the California Civil Code will not apply to the interpretation of this Agreement.

26. CHOICE OF LAW

Parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, Parties agree that the venue of any action relating to this Agreement will be in the County of Kern.

27. ENFORCEMENT OF REMEDIES

No right or remedy herein conferred on or reserved to County is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each will be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

28. NON-COLLUSION COVENANT

JAILCORE represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtainment of this Agreement with County. JAILCORE has received from County no incentive or special payments, nor considerations not related to the provision of services under this Agreement.

29. NONDISCRIMINATION

Neither JAILCORE, nor any officer, agent, employee, servant or subcontractors of JAILCORE will discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or any other classification protected by law, either directly or through contractual or other arrangements.

30. REPRESENTATIONS

JAILCORE makes the following representations, which are agreed to be material to and form a part of the inducement for this Agreement:

- A.** JAILCORE has the expertise, support staff and facilities necessary to provide the services described in this Agreement; and
- B.** JAILCORE does not have any actual or potential interests adverse to County nor does JAILCORE represent a person or firm with an interest adverse to County with reference to the subject of this Agreement; and
- C.** JAILCORE will diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

31. SEVERABILITY

Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions will be deemed severable and will not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which the Parties intended to enter into in the first instance.

32. TIME OF ESSENCE

Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

33. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that the enforcement of these terms and conditions and all rights or action relating to such enforcement, will be strictly reserved to County and JAILCORE. Nothing contained in the Agreement will give or allow any claim or right of action whatsoever by any other third person. It is the express intention of County and JAILCORE that any such person or entity, other than County or JAILCORE, receiving services or benefits under this Agreement will be deemed an incidental beneficiary only.

34. IMMIGRATION REFORM AND CONTROL ACT

JAILCORE acknowledges that JAILCORE, and all subcontractors hired by JAILCORE to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). JAILCORE is and will remain in compliance with the IRCA and will ensure that any subcontractors hired by JAILCORE to perform services under this Agreement are in compliance with the IRCA. In addition, JAILCORE agrees to indemnify, defend and hold harmless the County,

its agents, officers and employees, from any and all liability, damages or causes of action arising out of or relating to any claims that JAILCORE's employees, or the employees of any subcontractors hired by JAILCORE, are not authorized to work in the United States for JAILCORE or its subcontractors and/or any other claims based upon alleged IRCA violations committed by JAILCORE or JAILCORE's subcontractor(s).

35. WAIVER OF CLAIMS

JAILCORE waives all claims and recourse against County, including the right to contribution for any loss or damage arising from, growing out of or in any way connected with or incident to this Agreement.

36. FORCE MAJEURE AND UNCONTROLLABLE CIRCUMSTANCES

Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party will use reasonable efforts to remove such causes of non-performance.

The financial arrangements in this Agreement are based on conditions existing as of the Effective Date; including, without limitation, any representations regarding existing and future conditions made by the County in connection with the negotiation and execution of this Agreement. If conditions change due to causes beyond JAILCORE's control (including, but not limited to, a change in the scope of JAILCORE's services; changes in rates, regulations, or operations mandated by law; material reduction in facility population or capacity; material changes in jail policy; material change in economic conditions; actions County takes for security reasons (e.g., lockdowns); or acts of God) which would negatively impact JAILCORE's business, the parties mutually agree to modify the Agreement to offset the impact of such change. Such modifications may include any or a combination of an adjustment to JAILCORE's pricing or modification of the Application offerings under the Agreement. JAILCORE will not unreasonably exercise such right. The foregoing shall be in addition to, and without limitation of, the parties' rights and obligations set forth herein in respect of an event of Force Majeure or any other rights of JAILCORE to adjust pricing set forth in this Agreement. Further, County acknowledges that Provider's provision of the services is subject to certain federal, state, or local regulatory requirements and restrictions that are subject to change from time-to-time and that JAILCORE may take any steps necessary to perform in compliance therewith.

The County does not expressly or by implication agree that the actual amount of services needed will correspond with any estimation provided in this Agreement and reserves the right to omit portions of the estimated amount of services needed as may be deemed necessary or advisable by County. The estimate services listed above are a good faith estimate and are not a guarantee of business and is subject to change depending on fluctuation in inmate population. The amounts indicated in this agreement will be used solely for the purposes of encumbering funds. The County makes no guarantee, expressed or implied for actual amount of services to be performed. However, the rates contained in **Exhibit B** shall be binding for the term of this Agreement.

37. SIGNATURE AUTHORITY

The person executing this Agreement on behalf of JAILCORE represents and warrants that he or she is duly authorized by JAILCORE to execute and deliver this Agreement on behalf of JAILCORE and that this Agreement is binding upon JAILCORE in accordance with its term.

38. POLITICAL/RELIGIOUS ACTIVITY

No person performing any service or providing any goods designated under this Agreement shall participate in any political or religious activity on County time or in any manner involving the use of county property or expenditure of public funds nor conveying the implication of County endorsement or support for a candidate for local, state, or federal office.

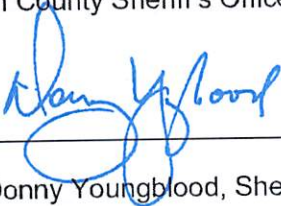
Notwithstanding the foregoing, nothing in this Agreement shall be construed to unlawfully limit an individual's Constitutional rights. Accordingly, the limitations contained in this section are for the sole purpose of preventing proselytizing and politicking while engaged in the performance of services under this Agreement.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first hereinabove written, and said Agreement will be in effect as of the Effective Date.

APPROVED AS TO CONTENT:

Kern County Sheriff's Office

By



Donny Youngblood, Sheriff-Coroner

COUNTY OF KERN

By

Chairman, Board of Supervisors

("COUNTY")

APPROVED AS TO FORM:

Office of the County Counsel

By

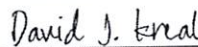
Kathleen Rivera, Chief Deputy

County Counsel

CRS TECHNOLOGIES, LLC DBA JAILCORE

By

Signed by:



3292D4A39BBC442...

DJ Kreal, President

("CONTRACTOR")

CONSENTED TO (Pursuant to a Facility Sublease Dated April 1, 2018, between the Department of Corrections and Rehabilitation of the State of California and the County of Kern and the County certificate to the Tax Certification referenced therein).

CONSENT

STATE PUBLIC WORKS BOARD
OF THE STATE OF CALIFORNIA

By _____

Koreen H. van Ravenhorst
Deputy Director

Date

DEPARTMENT OF CORRECTIONS AND
REHABILITATION OF THE STATE OF
CALIFORNIA

By _____

Michelle Weaver
Deputy Director

Date

"EXHIBIT "A"

DESCRIPTION OF SERVICES

I. BACKGROUND

Contractor shall provide an electronic inmate tracking and housing check system, hereinafter referred to as "System", that utilizes radio frequency identification (RFID) technology, near field communication (NFC) location tags, and ruggedized mobile handheld devices.

II. RESPONSIBILITIES OF CONTRACTOR

A. System Capabilities

1. Task Tracker: Assigning and monitoring specific tasks by County staff member, shift, or housing unit and allow County staff supervisors to create one-time or recurring tasks that appear directly on County staff devices.
2. Inventory Assist: A housing unit inventory tracker with built-in reorder alerts.
3. Contractor INTEL: This feature is a planned enhancement under development. Upon release contractor shall make the feature available to County at no additional cost. This feature shall allow County staff supervisors to upload documents, in PDF format, directly into Contractor System. Then, County staff shall be able to speak or type questions into a device and Contractor INTEL shall immediately provide relevant answers with precise citations.
4. Cell Checks: Real-time logging of required safety/security checks. Timestamps, County staff ID, and optional notes shall be recorded digitally, with validation to ensure compliance with Title 15.
5. Meal Pass: Logs meals served to each inmate, unit, or dietary type, and shall assist with accurate records and reducing food waste or miscounts.
6. Facility Counts: Conduct inmate count by housing unit or facility-wide, reconcile count against roster, and automatically flag discrepancies.
7. Custom Forms: System shall have the ability to build and deploy digital versions of County paper forms. County staff shall be able to complete and submit the forms through the devices.
8. Audible and Visual Alerts: Real-time colored badges and an audible sound are built into the alert engine to enable notification of County staff and supervisors of overdue checks, unresolved tasks, or critical issues.
9. Observation Patrol System (OPS): Web-based dashboard providing full oversight of facility activity. Allows user to track compliance, overdue items, task completion, and shift logs from one screen. View overdue checks, dispensations, and reports from any housing area with filters and alert tags on a centralized dashboard.

10. **Keep Separate Alerts:** Instantly notifies County staff when inmates assigned "keep-separates" status are logged in the same location, with acknowledgement required.
11. **Activities & Locations:** Log and monitor all inmate movement inside and outside of the facility.
12. **Items & Supplies:** Item issuance tracking at the inmate level to ensure delivery is logged, to help reduce disputes and loss.
13. **Daily Shift Log:** County staff shall be able to speak or type shift notes directly into device. These notes shall be instantly available on OPS, and all County staff can view all notes from all devices.
14. **Med Pass:** Log medication distribution event in order to track time, inmate, and any refusals.
15. **Visitor Tracking:** Track who visiting which inmate, when, and for duration.
16. **Devices** will be able to store data locally on the device until connected to an internet source (i.e. WiFi)

B. Security Protocols

1. Security controls that shall protect against cyber threats to include, but not limited to multi-factor authentication and role-based access control.
2. Undergo third-party audits and extended evaluations. Annual third-party penetration testing and SOC 2 Type II audit (or equivalent).
3. Continuously evaluate Contractor policies for data access, encryption, storage, and monitoring.
4. Ensure continuous compliance through proactive updates and team training.
5. Provide SSL Encryption (SHA-256) for secure transmission of data from JMS, order management, and record management systems, Google Cloud Platform (GCP) with multi-level encryption and key management, and Amazon S3 automatic server-side encryption and secure object storage.
6. Provide at rest encryption using AES-256 or stronger.

C. System Implementation and Configuration

1. Contractor System shall integrate with County Jail Management System (JMS) through both secure APIs and SFTP transfers, and provide intuitive workflows, quick deployment, and real-time responsiveness.
2. Contractor shall provide NFC location tags and devices purchased by County.

3. Contractor System shall capture all information included in Exhibit A Section II, A.
4. Contractor System infrastructure shall be hosted securely in the cloud (Google Cloud and Amazon S3), and shall provide high availability and encrypted access that focuses on minimizing service interruptions and maximizing uptime.
5. Contractor shall use only cloud service providers that maintain security controls consistent with CJIS requirements.

D. System Availability

1. Contractor shall provide stable platform that maintains 99.9% availability on a 24/7 basis outside of scheduled maintenance windows and force majeure events. Contractor shall use redundant infrastructure, continuous monitoring, and deployment practices that allow updates and maintenance to occur without taking the system offline.
2. Contractor shall maintain a Business Continuity and Disaster Recovery Plan that is reviewed and tested annually. Contractor shall meet the following minimum standards:
 - a. Recovery Time Objective (RTO): 4 hours
 - b. Recovery Point Objective (RPO): 1 hour

E. Data Integration

1. Contractor shall coordinate directly with County JMS and future JMS vendor, following County introduction to establish secure data flow for inmates and location information.
2. All County data shall be stored, processed, transmitted, and backed up exclusively within the United States. No County data shall be transferred, accessed, or view from outside the United States.

F. User Training

1. Contractor shall conduct initial training on-site in 90-minute, shift-based sessions and on-site "Train the Trainer" sessions. Contractor training shall focus on real-time usage scenarios to ensure County staff are knowledgeable and competent users of how the system operates.

G. Compliance Support

1. Contractor System shall ensure all housing checks are automatically time-stamped, linked to the performing County staff member, and log entries are locked to prevent tampering while still allowing timestamped notes.

H. Support

1. Contractor shall provide ongoing support, software updates, and remote diagnostics as necessary for the term of this agreement.
2. Upon release of new System features, Contractor shall provide County with feature information and review County system workflow to ensure System optimization.
3. Post Go-Live, Contractor shall provide additional training virtually as requested by County.
4. County shall be able to contact Contractor support through phone, email, and Contractor support portal 24/7/365.

I. Devices

1. Contract shall provide 130 ruggedized mobile handheld devices County internet for data to transmit real-time to Contractor System.
2. Contractor shall provide remote diagnostic testing and troubleshooting for both Contractor System and Contractor device-related issues.
3. All devices purchased from Contractor shall include a one (1) year Manufacturer Warranty that covers manufacturer defects. The manufacturer warranty period shall begin on the date County receive the device.
4. Contractor shall provide a five (5) year Contractor Warranty that runs concurrently with the one (1) year Manufacturer Warranty and shall be active on the Go-Live date. Contractor Warranty shall provide full coverage for accidental damages, including but not limited to, drops, liquid spills, and ensure repair or replacement is expedited.
5. If a device under warranty becomes non-functional:
 - a. County shall send an email to Contractor at dkreal@jailcore.com outlining the issue.
 - b. Contractor shall complete repair center's online form within two (2) business days of receiving the email from County.
 - c. County shall receive a prepaid shipping label, by email, within one (1) business day of the form submission.
 - d. County shall use the shipping label to ship the non-functional device.
 - e. County shall receive the repaired device or a replacement device within five (5) to seven (7) business days of shipping out the non-functional device.
6. If a device not under warranty becomes non-functional:

- a. County shall send an email to Contractor at dkreal@jailcore.com outlining the issue.
- b. County shall ship the device to Contractor headquarters located at 215 Jamestown Park, Suite 201, Brentwood, TN 37027.
- c. Contractor shall ship the non-functional device to the repair center.
- d. Prior to performing any out-of-warranty repair, Contractor shall provide County with a quote of the estimated repair costs. No out-of-warranty repair work shall be performed without County's prior written authorization.
- e. County shall receive the repaired device within 3-4 weeks of initial email.

J. Hardware

1. Contractor shall provide 500 NFC wall tags and mounting guidelines. NFC wall tags shall include 3M adhesive for placement and a center mounting hole for screw mounting. Mounting guidelines shall be best-practice recommendations for placement, visibility, scan reliability, and not mandatory installation instructions.
2. Contractor shall ensure compliance with all relevant state and federal regulations regarding the handling of sensitive data, particularly data involving criminal justice, law enforcement, or other protected information. This includes, but is not limited to multi-factor authentication, logging and monitoring, role-based access control, and encryption in transit and at rest.
3. Contractor shall have established policies and procedures in place for conducting background checks on all personnel who will have access to sensitive data or play a role in the handling of Contractor System. Background checks must include, but are not limited to, criminal history, and any other relevant checks necessary to ensure that Contractor staff are trustworthy, reliable, and have a history of ethical behavior. County might conduct their own background check or required a background check attestation for Contractor personnel with access to CJI.

K. Implementation and Milestones

1. Contractor shall dedicate one (1) implementation liaison to County and Contractor support team shall be available for remote troubleshooting, virtual training, or on-site assistance seven (7) days a week between the hours of 5:00 AM - 9:00 PM PST.

Project Milestones are the completion of the project phase, task, decision, and/or deliverable.

Key milestones, with timeframes, for the project are provided below:

- a. **Project Kickoff:** Contractor shall initiate a virtual kickoff meeting within two (2) weeks of contract execution. The meeting shall include, but is not limited to, Contractor's transition plan and training plan.
 - 1) **Transition Plan:** Contractor shall establish and follow a phased rollout model and collaborate with County to select an initial area of the facility where Contractor System shall be introduced.
 - 2) **Day One (1):** County staff in the initial area shall begin using Contractor System to complete required documentation.
 - 3) **Day Two (2):** Contractor shall expand System usage by enabling additional modules such as Head Count, Meal Pass, or Task Tracker.
 - 4) **Day Three (3):** Contractor system shall be introduced into the next area of the facility using the same structured and supportive rollout process as Day One (1) and two (2).
 - 5) The rollout model shall continue until the entire facility has transitioned from manual documentation to Contractor system.
 - 6) During the transition, Contractor shall remain available for both onsite and remote support seven (7) days a week between the hours of 5:00 AM - 9:00 PM PST. Contractor shall provide daily check-ins during the rollout period to address County staff feedback, make real-time adjustments, and ensure a successful adoption of the System.
- b. **Implementation:**
 - 1) **County Staff Information:** Upon contract execution, Contractor shall provide County access to Contractor System.
 - 2) Contractor shall provide County with instructions on how to create initial users. County shall be able to upload user information manually or via a bulk Excel upload.
 - 3) Ongoing user management such as, adding, modifying, or archiving users, shall be handled directly by County through Contractor System dashboard.
 - 4) Security roles shall be defined by County during implementation and selected at the time of user creation. Contractor system shall allow County to update security roles as needed.
 - 5) **JMS Information:** County shall facilitate the introduction of Contractor to County JMS provider to receive location hierarchy information. Contractor shall begin integration with County JMS to retrieve inmate information, location, and housing data within

one (1) week of kickoff meeting.

- c. Devices: Contractor shall ensure devices are delivered to County within 60 days of contract execution.
- d. Customization and Facility Layout Review: Within two (2) weeks of Contractor receipt of JMS information, Contractor shall hold a collaborative and virtual meeting with County to:
 - 1) Preview how inmate names, IDs, and housing information are displayed on Contractor System.
 - 2) Review the facility's location hierarchy using an informal floorplan, such as a schematic, hand drawing, or spreadsheet provided by County to Contractor.
 - 3) Name and map NFC Wall tag locations.
 - 4) Define special designations such as, suicide watch areas and required check intervals.
- e. Facility Layout Programing: Once the finalized location hierarchy is uploaded into Contractor System and the Wall tags are installed, County staff shall walk-through the facility to program the names on the NFC Wall tags using the devices.
- f. Staff Training: Contractor shall complete County staff training based on the anticipated Go-Live date.
- g. Go-Live: Contractor System shall Go-Live after all data has been received from JMS and milestones 1-6 have been completed.

L. Contacts

- 1. Primary Contact:
DJ Kreal
President
dkreal@jailcore.com
615-417-8210
- 2. Training and Operations Support:
Hunter White
Client Retention Specialist
hwhite@jailcore.com
615-491-3860
- 3. Technical Support:
Robby Clements
Chief Technology Officer
rclements@jailcore.com
360-632-8689

III. RESPONSIBILITIES OF COUNTY

- A.** County shall work with Contractor to enable and coordinate JMS system integration activities with current JMS.
- B.** County shall facilitate the introduction of future JMS provider (Harris Corrections) to enable future planning and system integrations.
- C.** County is responsible for installation of NFC Wall tags within the facility using the devices.
- D.** County is responsible for programming the names of the NFC Wall tags within the facility using the devices.
- E.** County is responsible for requesting new or replacement NFC wall tags from Contractor.
- F.** County is responsible for uploading all documents deemed necessary, in PDF format, into Contractor system to support the function of Contractor INTEL.
- G.** County is responsible for emailing Contractor contact below about non-functional devices, shipping devices in for repair or replacement to the appropriate place, depending on the warranty status, and authorizing out-of-warranty repairs.
- H. County Contacts:**
 - 1. Jail Operations & Contract**
Jacob Pierson
Inmate Services Lieutenant
piersonj@kernsheriff.org
661-391-2078
 - 2. Financial Services**
Sylvia Valdez
sheriffaccountspayable@kernsheriff.org
661-391-7790

EXHIBIT "B"
COST

Description	
Year 1 One Time Costs:	
Implementation Fees (Invoice on date of execution)	\$35,000.00
On-Site Training	\$0.00
500 NFC Wall Tags	\$0.00
500 Officer Login Key Fobs	\$0.00
Spare batteries (130) (Paid upon receipt)	\$7,800.00
Four-slot charging stations (35) (Paid upon receipt)	\$13,125.00
Devices including 5 year warranty (130) (Paid upon receipt)	\$175,500.00
Sales Tax	\$16,205.06
Year 1 One Time Total:	\$247,630.06
Years 1 Recurring Costs:	
Annual Software/License Fee (Invoice on completion of Milestone 7)	\$104,500.00
Year 1 Total:	\$352,130.06
Years 2-5 Recurring Costs:	
Annual Software/License Fee	\$418,000.00
Devices (130)	\$0.00
Years 1-5 One Time and Recurring Total:	\$770,130.06
Contract Total:	\$770,130.06

Contractor Annual/Licensing Fee shall include the following:

- Contractor mobile application that shall equip County staff with a streamlined and secure method for comprehensively recording the completion of, including but not limited to, all security checks, observations, inmate counts, location changes, and distribution of meal passes. The data collected shall be wirelessly transmitted to Contractor OPS, facilitating instantaneous oversight by County staff supervisors.
- Contractor OPS shall provide County staff supervisors the ability to monitor data transmitted by Contractor System in real time, receive alerts for mission-critical tasks, and generate tailored reports with ease.
- Contractor System shall support unlimited account users, inmate records, cloud-based data storage, and photo and video storage.

NFC Wall tags are available in blue, black, orange, and white and shall be shipped with 3M adhesive.

County shall designate the number of NFC Wall tags needed in each color. County shall request new or replacement NFC Wall tags by sending an email to Contractor at dkreal@jailcore.com.

Contractor shall provide additional or replacement tags at no cost to County for requests not exceeding 25% of the initial 500 tags during the contract term.

Contractor NFC Inmate location tags shall cost \$350.00 per box of 1000. County shall purchase NFC Inmate location tags as need throughout the term of the contract with an estimated total of \$10,000.

The annual term shall begin upon completion of milestone 7. Each subsequent Annual Software/License period shall period shall commence on the anniversary of such date. Contractor shall provide invoices to County annually thereafter for Annual Software/License costs.

All uncontested invoices shall be due NET 30 after services/goods are provided.

Invoices shall be sent to the following email address: Sheriffaccountspayable @kernsheriff.org

EXHIBIT "C"

**BUTTE COUNTY'S RFP PROPOSAL
SCOPE OF WORK**

EXHIBIT "D"
Business Associate Addendum

This Business Associate Addendum ("Addendum") supplements and is made a part of the contract ("Agreement") by and between County of Kern ("Covered Entity" or "CE"), and CRS TECHNOLOGIES, LLC DBA JAILCORE, Kern County ("Business Associate" or "BA"), dated with the Agreement. This Addendum is effective as of June 1, 2026 (the "Addendum Effective Date").

RECITALS

- A. CE may wish to disclose certain information to BA pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. CE and BA intend to protect the privacy and provide for the security of 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 ("the HITECH Act"), and regulations promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) 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(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the Parties agree as follows:

1. Definitions

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean CRS Technologies, LLC. dba JailCore.

(b) **Covered Entity.** "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean County of Kern.

(c) **HIPAA Rules.** "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(d) Electronic Health Record shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

(e) Privacy Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

2. Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(11) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- (e) Make available protected health information in a designated record set to the "covered entity" as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526
- (g) Maintain and make available the information required to provide an accounting of disclosures to the "covered entity" as necessary to satisfy covered entity's obligations under 45 CFR 164.528;
- (h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- (i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate

- (a) Business associate may only use or disclose protected health information as necessary to perform the services set forth in the attached Agreement.
- (b) Business associate may use or disclose protected health information as required by law.

- (c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.
 - (d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity except for the specific uses and disclosures set forth below.
 - (e) Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.
 - (f) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (g) Business associate may provide data aggregation services relating to the health care operations of the covered entity.
- 4. Provisions for Covered Entity to inform Business Associate of Privacy Practices and Restrictions**
- (a) Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.
 - (b) Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.
 - (c) Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.
 - (d) Reporting of Improper Access, Use or Disclosure. BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than two (2) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
 - (e) Business Associate's Agents. BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain

sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(eX1)).

- (f) Amendment of PHI. If applicable within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- (g) Accounting Rights. Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by 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. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. 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 Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information 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. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph shall survive the termination of this Agreement.
- (h) Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- (i) Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

- (j) Notification of Breach. During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- (k) Breach Pattern or Practice by Covered Entity. Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- (l) Audits, Inspection and Enforcement. Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection. (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties. If requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Addendum, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

5. Termination

- a. Material Breach. A breach by BA of any provision of this Addendum, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. 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 HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

- i. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
- ii. Return to covered entity the remaining protected health information that the business associate still maintains in any form;
- iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
- iv. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out in this Agreement above which applied prior to termination; and
- v. Return to covered entity or, if agreed to by covered entity, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

6. Indemnification

BA agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any negligent act or omission of BA or BA's officers, agents, employees, independent BAs, sub-contractor of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of BA by any person or entity.

7. Disclaimer

CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

8. Certification

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and

records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

9. Amendment

Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract or Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Addendum when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Addendum providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

10. 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 Contract or Addendum, 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 Sub-contractor, employee or agent is a named adverse party.

11. No Third-Party Beneficiaries

Nothing express or implied in the Contract or Addendum 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.

12. Effect on Contract

Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect.

13. Interpretation

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

By David J. Kreal

DJ Kreal, President

"Consultant"



REQUEST FOR PROPOSALS (RFP)

SO-20250423

Electronic Inmate Tracking and Housing Check System

RFP Publication Date: April 30, 2025

RFP Submission Deadline Date: May 30, 2025 at 3:00 PM (Pacific)

Issued by:

Angelique Passidakis
Administrative Analyst
Butte County Sheriff's Office
5 Gillick Way
Oroville, California 95965
530-552-5251
apassidakis@buttecounty.net

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Exhibit A.....Error! Bookmark not defined.

1) RESPONDENT ADMONISHMENT

Respondents are reminded it is their responsibility to:

- Carefully read the content of this entire document, address all requirements, and follow all procedures of this RFP
- Ask for clarification before final due date of questions
- Immediately inform County of any issues or problems with this solicitation
- Be complete in response
- Submit all responses by the required dates and times

2) INTRODUCTION

The County of Butte (hereafter referred to as "County") is seeking a firm/respondent (hereafter referred to as "respondent") to provide an Electronic Inmate Tracking and Housing Check System for the Butte County Sheriff's Office.

County intends to award a contract to a respondent that will meet the qualification criteria and has successfully performed services on similar projects in the past. The successful respondent will be required to enter into a contract with County for the services requested in this RFP within a reasonable time after award. A respondent submitting a proposal must be prepared to use County's standard contract template rather than its own contract. The contract will include terms appropriate for this project.

Generally, the terms of the contract will include, but are not limited to: (1) completion of the project within the timeframe provided, (2) no additional work authorized without prior written approval, (3) no payment without written approval, (4) funding availability, (5) termination of contract under certain conditions, (6) indemnification of County, (7) approval by County of any subcontractors, and (8) minimum appropriate insurance requirements. A Model Contract is attached as Exhibit A to this RFP. County intends to award and execute a contract substantially in the form of the Model Contract to the selected respondent. Respondents should list any requested exception(s) or changes to the Model Contract in a separate section of their proposal.

3) BACKGROUND

The Butte County Sheriff's Office is responsible for operations of the Butte County Jail (BCJ), located at 7 Gillick Way, Oroville, CA. The Butte County Sheriff's Office Corrections Division oversees the operation of the 614-bed county facility and other inmate-related programs. With an average daily population of 513 inmates, the BCJ is the largest county correctional facility north of Sacramento. Corrections Division staff supervise and care for inmates within the jail by providing for their safety, security, and basic needs. The County is in the process of building a 134-bed expansion to the existing facility that includes program classroom space and medical treatment space. Construction is expected to be complete at the end of calendar year 2025. For more information, please visit our website www.buttecounty.net/sheriff.

Daily Inmate Population – the average daily population of the jail for the past five years is as follows:

FY 21	FY 22	FY 23	FY 24	FY 25 (to date)
530	532	523	509	513

Bookings –The jail had 8,644 bookings or an average monthly booking of 720 inmates from July 1, 2023 through June 30, 2024.

The California Code of Regulations, Title 15, section 1027.5, requires hourly, random, safety checks of all inmates through direct visual observation. BCJ staff currently log all the mandated hourly safety checks manually on paper.

The California Board of State and Community Corrections (BSCC) provides oversight and requirements for the operation of the BCJ. BCJ staff are required to track inmate housing assignments, temporary movements within the jail, such as visits to the medical unit, and movements to locations outside of the jail, such as transportation to the court. BCJ staff currently track inmate location using radio communication and paper logs.

4) **SCOPE OF SERVICES**

County anticipates the respondent selected for this work shall provide an electronic system to assist with tracking inmate location as well as the frequency and location of cell checks. The system shall have the ability to identify inmate and/or location information wirelessly through the use of radio frequency identification (RFID) or similar technology. The system shall utilize a combination of tamper resistant monitoring devices that are worn by the inmates, devices that can be mounted in locations throughout the jail, and handheld devices used by BCJ staff. The system shall facilitate housing checks and tracking of inmate location.

The system shall function 24 hours a day, 7 days a week.

Respondent shall provide services to include the following:

1. **Equipment Specifications:**

Inmate tracking devices shall be capable of storing a unique number assignment specific to each individual inmate, and shall be wearable, wireless, battery-powered, waterproof, and tamper resistant. The tracking device shall transmit data to a hand-held portable device used by BCJ staff to log inmate checks and inmate location.

Location check devices shall be capable of securely transmitting data to a hand-held portable device used by BCJ staff for logging inmate checks. These location check devices shall be waterproof, tamper resistant, and designed for secure wall mounting adjacent to cells and at specific locations within the facility.

Hand-held devices shall be capable of scanning tamper resistant monitoring devices worn by inmates, as well as the devices mounted in various locations throughout the jail. Hand-held devices shall be capable of identifying the BCJ staff member operating the device and shall support note entry by BCJ staff through manual text input and/or voice-to-text functionality. These hand-held devices must be portable, wireless, battery-powered with a long-lasting battery, waterproof, and tamper resistant. The hand-held device design shall be compact and light enough for BCJ staff members to securely carry them. A charging station or similar charging device for the handheld devices must also be provided.

2. Tracking System Requirements:

The system shall be capable of logging housing checks and observations. Logs shall include the actual date, time, and location of each housing and safety check, each individual inmate name, inmate ID number, housing location, and name of BCJ staff member that performed the check. The system shall allow BCJ staff to add comments/notes for each location without the ability to alter other data included in the log.

The tracking system must allow BCJ staff to track and record, in-real time, every location and destination of each inmate, including when an inmate is off-site for court transports, work release programs, etc.

The tracking system used to support staff in logging checks shall meet the requirements set forth by the California Code of Regulations, Title 15, section 1027.5 and the BSCC.

3. End-User Training:

Respondent shall offer comprehensive training on the proper use of inmate tracking devices, portable hand-held devices used by BCJ Staff, proper logging of checks when comments or notes are necessary, and use of any related software.

County will give due consideration to alternative approaches for conducting the requested Electronic Inmate Tracking and Housing Check System.

Respondents shall have established policies and procedures in place to ensure compliance with all relevant state and federal regulations regarding the handling of sensitive data, particularly data involving criminal justice, law enforcement, or other protected information. Specifically, if applicable, the Respondent must be able to adhere to Title 15, Section 1063 of the California Penal Code, and access to sensitive data, including criminal justice or law enforcement data. This includes ensuring that all personnel involved in the data handling process meet the necessary legal qualifications and are authorized under applicable laws.

Respondents shall have established policies and procedures in place for conducting background checks on all personnel who will have access to sensitive data or play a role in the handling of the Electronic Inmate Tracking and Housing Check System. Background checks must include, but are not limited to, criminal history, and any other relevant checks necessary to ensure that staff are trustworthy, reliable, and have a history of ethical behavior.

5) FORMAT FOR PROPOSALS

Responses to the RFP must be made according to the requirements set forth in this section, both for content and sequence. Failure to adhere to these requirements, or inclusion of conditions, limitations or misrepresentations in a response may be cause for rejection of the submittal. Use 8-1/2" x 11" sheets (fold outs are acceptable for charts, etc.). Type size must be large enough to be easily legible, but shall not be smaller than 10-point. County shall receive all submissions no later than **May 30, 2025 at 3:00 PM (Pacific)**.

- a. The response shall include a cover letter, a table of contents, all items listed below, and shall be in one of the following formats:
 - One (1) signed, unbound original (printed material on 8-1/2" X 11" paper); and
 - One (1) electronic copy shall also be provided in thumb drive/USB format.
- b. The mandatory content and sequence of submittal is as follows:
 - i. Cover Letter and Introduction shall be a maximum two-page Cover Letter and Introduction, and shall include the name and address of the respondent submitting the proposal, together with the name, address, and telephone number of the contact person who will be authorized to make representations for the respondent, the respondent's federal tax ID number, and a list of subcontractors, if applicable. The Cover Letter shall include a statement that the proposal is valid for ninety (90) days after receipt.
 - ii. Table of Contents shall be a detailed Table of Contents and shall include an outline of submittal, identified by sequential page number and by section reference number and section title as described therein.
 - iii. Respondent's Experience Summary shall be a maximum of eight (8) pages (not including resumes) in length and shall describe the respondent's experience in Electronic Inmate Tracking and Housing Check System. Experience and focus providing services to incarceration facilities is of vital importance. County is looking to partner with a respondent that has a minimum of 5 years of experience providing an Electronic Inmate Tracking and Housing Check System. The proposal shall also include the timeline for completing all required tasks. Describe related past projects completed along with a discussion comparing similarities with this proposed project. Please provide a comprehensive narrative history of the respondent and its experience in providing an Electronic Inmate Tracking and Housing Check System to incarceration facilities. Resumes shall be included for any key personnel to be assigned to this project.
 - The Experience Summary shall also contain a comprehensive list of references including municipalities or government agencies for which similar services were performed. At a minimum, the following information must be included for each client reference:
 - Client name, address, contact person name, telephone number, and email address.

- Detailed description of services provided similar to the services outlined in the Draft Scope of Work.
- iv. Respondent Capabilities shall be a maximum of six (6) pages entitled "Respondent Capabilities," and shall include a description of the proposing respondent's resources for successfully developing and completing this project.
- Respondent shall include an explanation of its policies and practices in regard to the following:
 - Extracting inmate information, such as inmate names, ID numbers, and housing locations, from the existing jail management system to their program.
 - Warranty, maintenance, repairs, replacement, and customer support services for the program and equipment.
- v. Respondent Plan for Provision of Services shall describe in detail the Respondent's plan for providing staffing and services necessary to implement all items described in Section 4. Scope of Services above. The plan shall address the following:
- Transition Plan & Timeline: The County currently processes all inmate checks utilizing paper logs maintained by staff. Respondent's plan shall include an in-depth transition plan to include a timeline for training and implementation of system.
 - Subcontractors: Respondents shall identify all subcontractors they intend to use for the proposed scope of work. For each subcontractor listed, respondents shall indicate (1) what products and/or services are to be supplied by that subcontractor and (2) what percentage of the overall scope of work that subcontractor will perform, if applicable.
 - Exceptions: Respondents shall note any and all exceptions to the requirements and conditions of this RFP in this section. If exceptions are not noted, the County will assume that the respondent's proposal submission meets all the requirements and conditions and will be held responsible for same. This section shall fully explain the exception, reference the RFP page number and section number, and propose alternatives, if applicable.
- vi. Cost shall detail the cost portion of the proposal. Respondent shall provide pricing based on staffing and resources required to provide services described in Section 4. Scope of Services above. Respondent shall include a detailed explanation for methodology of pricing and list of costs that are included or specifically excluded from the cost. Prices quoted shall be valid for at least ninety (90) days following the proposal submission deadline and if a contract is entered into as a result of this RFP, shall become fixed for the term of the contract.
- If an hourly rate is quoted, the anticipated total number of hours shall be included along with a not-to-exceed price for the project.
- vii. Draft Scope of Work shall be identified as "*Attachment III – Scope of Work*" for incorporation in the Model Contract as the final contract to be awarded to the successful

respondent. This is the document in which the proposing respondents are requested to describe the work they will perform to complete this project. Should there be any tasks that are expected to be performed by County, these shall also be clearly described as County tasks in the Draft Scope of Work. If the respondent included a not-to-exceed price in the proposal, a proposed billing rate for all reimbursable expenses shall be included in the Draft Scope of Work.

6) SELECTION PROCESS

The selection committee will include representatives from the Butte County Sheriff's Office. The criteria for selecting the respondent are provided below:

- a. Cost. Are the costs reasonable for the proposed tasks?
- b. Experience/Qualifications. Does respondent have sufficient similar experience in the kind of work required? Does respondent have a reputation of being reliable, delivering on schedule and performing tasks to the satisfaction of its clients?
- c. Approach/Methodology. Does respondent have the resources and capability to meet the customer support and maintenance needs of County? Is the repair turn-around time acceptable? Does respondent have the ability to provide more advanced technology solutions? How are upgrades and maintenance handled? Does respondent have sufficient stability and ability to meet the needs of County both now and in the future?
- d. Equipment Proposed. Does respondent use equipment that will meet the needs of County? Is equipment on par with industry standards?

County may discuss the proposals and negotiate modifications of the proposal, draft scope of work, terms and conditions, and pricing with the prospective respondent as a part of the selection process.

7) SUBMITTAL EVALUATION

Overall criteria used to evaluate responses to include:

Criteria	Maximum Points
Cost	30
Experience/Qualifications	20
Approach/Methodology	20
Equipment Proposed	30
Total	100

Rating Methodology:

County evaluates responsive proposals for Cost, Experience/Qualifications, Approach/Methodology, and Equipment Proposed to determine the highest overall point score. The rating scale establishes standards by which the Proposal Evaluation Committee assigns points to proposals, and it ensures that members of the Proposal Evaluation Committee evaluate each proposal with consistent methodology. There is a maximum of 100 points available as follows:

Component	Maximum Points	Point Factor
Cost	30	Price of lowest cost proposal X maximum points available (below)
Experience/Qualifications	20	Qualitative Evaluation formula (below)
Approach/Methodology	20	Qualitative Evaluation formula (below)
Equipment Proposed	30	Qualitative Evaluation formula (below)
Total	100	

• COST

The RFP Facilitator calculates points for cost and verifies for accuracy.

The respondent with the lowest cost proposal receives the maximum points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest cost proposal. The total awarded points are calculated by dividing the lowest cost proposal received by the cost of the proposal, then multiplying the results by the maximum points.

County uses the following formula to award cost points:

*Lowest Proposal Cost / Second Proposal Cost = (factor)
(factor) X maximum cost points = cost points for Second Proposal*

EXAMPLE:

*The lowest proposal cost is \$100,000 (maximum 30 points awarded).
The second proposal cost is \$125,000.*

$\$100,000 / \$125,000 = .80$ (the lowest proposal cost is 80% of the second proposal cost).

$.80 \times 30$ (maximum points) = 24 points

The second proposal with the cost of \$125,000 gets 24 points.

Repeat formula above for each proposal.

In addition to the cost points, the Proposal Evaluation Committee judges and evaluates for cost/value effectiveness and cost adequacy. The Proposal Evaluation Committee awards points as part of the technical ("qualitative") score in the Experience/Qualifications, Approach/Methodology, and Equipment Proposed sections.

- **EXPERIENCE/QUALIFICATIONS, APPROACH/METHODOLOGY, AND EQUIPMENT PROPOSED**

The Proposal Evaluation Committee reviews the Experience/Qualifications, Approach/Methodology, and Equipment Proposed components of each responsive proposal submitted. After reviewing the proposals, the Proposal Evaluation Committee rates each proposal component using the following formulas and criteria:

	Experience/Qualifications (20 points)	Approach/ Methodology (20 points)	Equipment Proposed (30 points)
Rating	Point Range	Point Range	Point Range
Exceptional	17 – 20	17 – 20	25 – 30
Good	13 – 16	13 – 16	19 – 24
Acceptable	9 – 12	9 – 12	13 – 18
Marginal	5 – 8	5 – 8	7 – 12
Unacceptable	0 – 4	0 – 4	0 – 6

Rating	Definition and Criteria for Rating Program Design and Organizational Capacity components of Proposal
Exceptional	The proposal has exceptional merit and reflects an excellent approach which should clearly result in the superior attainment of all requirements and objectives. The proposed approach includes numerous substantial advantages, and essentially no disadvantages, and County can reasonably assume it will result in outstanding performance.
Good	The proposal demonstrates a sound approach which County expects to meet all requirements and objectives. This approach includes substantial advantages, and few relatively minor disadvantages, which collectively can be expected to result in better than satisfactory performance.
Acceptable	The proposal demonstrates an approach which is capable of meeting all requirements and objectives. The approach has both advantages and

	disadvantages; however, the disadvantages do not outweigh the advantages and County expects the approach to result in satisfactory performance.
Marginal	The proposal demonstrates an approach which, while being capable of meeting all requirements and major objectives, may not meet some lesser objectives. Any advantages that exist in the approach slightly outweigh existing disadvantages.
Unacceptable	The proposal demonstrates an approach which will very likely not be capable of meeting all requirements and objectives. This approach has one or more substantial disadvantages. Collectively, the advantages and disadvantages are not likely to result in satisfactory performance.

Selection may consist of two levels of review. Level I will consist of evaluating the proposals for the purpose of establishing the most qualified respondents. Level II will be used to select the finalist. This level may include a request for a presentation/demonstration from the finalists, proposal fact finding and negotiation of contract terms and conditions at no cost to County. The presentation/demonstration may be conducted virtually.

County may discuss the proposals and negotiate modifications of the proposal, draft scope of work, terms and conditions, and pricing with the prospective respondents as a part of the selection process.

8) RULES OF PROCUREMENT

Timeline Summary:

Event	Anticipated Date/Time (Subject to Change)
Solicitation Publication	April 30, 2025
Final Date to Submit Questions and Requests for Clarification	May 14, 2025 at 3:00 PM (Pacific)
Questions Answered via Addendum(s)	May 20, 2025
RFP Submittals Due	May 30, 2025 at 3:00 pm (Pacific)
Anticipated Evaluation Completion	June 2025
Anticipated Award of Contract	June-July 2025

County Contact Information:

Any and all communication regarding this solicitation shall be in writing, submitted through Public

Purchase and/or directed to:

Angelique Passidakis
Administrative Analyst II
Butte County Sheriff's Office
5 Gillick Way
Oroville, California 95965
530-552-5251
apassidakis@buttecounty.net

This person will serve as County's contact for this project regarding questions and inquiries during the solicitation. **Do not** contact other County personnel or selection committee members regarding this project or the selection procedures.

Respondents interested in participating in this solicitation shall register at the Public Purchase website: www.publicpurchase.com.

Questions:

Questions and requests for clarification may only be submitted through the Public Purchase website. Verbal and phone inquiries will not be answered. All questions and requests for clarification shall be submitted no later than **May 14, 2025 at 3:00 PM (Pacific)**. County will provide answers and clarifications by posting an addendum(s) through the Public Purchase website by **May 20, 2025** so all respondents receive consistent information. It is the responsibility of all interested respondents to access the website for this information. **Questions received after May 14, 2025 at 3:00 PM (Pacific) will not be answered.**

9) COUNTY NOTICES

All proposing respondents answering this RFP should note the following:

- c. All work performed for County, including all documents associated with the project, shall become the exclusive property of County.
- d. The selected respondent is expected to perform and complete the project in its entirety.
- e. Any and all costs including travel, arising from development and delivery of a response to this RFP incurred by any proposing respondent shall be borne by the respondent without reimbursement by County.
- f. The selected respondent shall remain an independent contractor, working under his/her own supervision and direction and is not a representative or employee of County. Respondents agree to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.

- g. The opening of proposals in response to this solicitation is not subject to attendance by the general public. This restriction is necessitated by the fact that the contract award is subject to negotiations, and it would be unfair for competing companies to know the prices quoted by one another.
- h. The successful respondent must be prepared to begin work promptly following execution of the contract and is expected to complete the project in its entirety.
- i. Issuance of this solicitation in no way constitutes a commitment by County to award a contract. If County determines it is in its best interest to do so, no respondent may be selected and no contract may be executed.
- j. Upon acceptable negotiations and contract award, the respondent shall be required to execute the Model Contract as provided in Exhibit A and comply with County insurance requirements. County may modify the contractual requirements of the contract prior to execution of a contract for services.
- k. County reserves the right to request additional information from respondents that have submitted a response to this solicitation and to enter into negotiations with more than one respondent should a contract be awarded or to award a purchase order or contract to the respondents with the most favorable quotation without conducting negotiations. County reserves the right to award more than one contract if it is in the best interest of County.
- l. County reserves the right to reject any or all submittals received if County determines it is in its best interest to do so. Further, County may cancel or amend this solicitation at any time and may submit similar solicitations in the future.
- m. County may reject any submittal that does not meet all of the mandatory requirements of this solicitation, is conditional, or is incomplete.
- n. County may request clarification of any submitted information and may request additional information on any or all responses provided. County may also waive minor inconsistencies deemed to be irrelevant.
- o. Respondents that submitted a proposal in response to an RFP but were unsuccessful in their attempt to obtain a contract or recommendation for contract award, may request a debriefing to learn the general reasons for selection of a competitor for contract award. Requests for debriefings shall be directed to the General Services Department, 2081 2nd Street, Oroville, CA 95965-3413, telephone 530.552.3500. **Requests for debriefings shall be requested within five (5) business days of the receipt of the Intent to Award and/or No Award notification.** Requests for debriefings may be conducted via telephone, email, or during a face-to-face

meeting at County Offices in Oroville, CA.

- p. Respondents that have received a debriefing, but continue to feel aggrieved in connection with the solicitation or award of a contract may submit a protest to the Director of General Services, 2081 2nd Street, Oroville, CA 95965-3413. All protests must be made in writing, signed by an individual authorized to sign the submitted proposal, and must contain a statement of the reason(s) for the protest, citing the law, rule, regulation, or procedure on which the protest is based. Respondent's capabilities, project characteristics and/or pricing features that were not included in the respondent's proposal shall not be introduced during the protest process. **The protest shall be submitted within seven (7) working days after such aggrieved respondent knows or should have known of the facts giving rise thereto or within seven (7) working days following the debriefing.**
- q. The withdrawal of any submittal must be made in writing prior to the required submission date and time, and must be signed by an authorized representative of the respondent. An error in the submission may cause the rejection of that submittal. However, the respondent may reissue a new or modified submittal prior to the date and time required for submission.

10) MODEL CONTRACT

The respondent selected shall be expected to execute a contract substantially as the one shown as Exhibit A. However, County reserves the right to substitute Exhibit A, Model Contract with a different template if deemed necessary.

11) DISCLOSURE OF INFORMATION

All information and materials submitted to County in response to this RFP may be reproduced by County for the purpose of providing copies to authorized County personnel involved in the evaluation of the proposals, but shall be exempt from public inspection under the California Public Records Act until such time as a contract is executed. Bid awards are a matter of public record. Once a contract is executed, proposals submitted in response to this RFP are subject to public disclosure as required by law. Respondent's submission of a proposal is considered consent by respondent to County's disclosure of the proposal. County shall not be liable for disclosure of any information or records related to this procurement.

**EXHIBIT A - Model Contract
STANDARD CONTRACT
Greater than \$25,000**

This Contract, dated as of the last date executed by the County of Butte is between the County of Butte, a political subdivision of the State of California, hereinafter referred to as "County," and the Contractor indicated in the variable information table below, hereinafter referred to as "Contractor."

VARIABLE INFORMATION TABLE					
Term of This Contract (Complete Dates in Just One of the Following Three Rows)					
☒ Below	Term Begins		Term Completion Date		
☐	On Following Date		☐	On Following Date	
☐	Upon Date Notice to Proceed Received		☐	Calendar Days Following Receipt of Notice to Proceed	
☐	Upon Last Date Executed by County		☐	Calendar Days Following Execution of Contract by County	
County Department			FOB Point		
Terms	NET 30	Basis of Price (Do Not ☒ More Than One of the Following Four Blocks)			
Price		☐ Fixed Price	☐ Annual Price	☐ Monthly Price	☐ Hourly Rate
Not-to-Exceed Price		☒ if Reasonable Expenses are authorized in addition to Hourly Rate			
Contractor Contact Information			County Contact Information		
Contractor			Project Manager		
Address			Address		
City, State & ZIP			City, State & ZIP		
Telephone			Telephone		
Email			Email		

WHEREAS, County, through the County Department identified above, desires to have work described in the Attachment III - Scope of Work performed; and

WHEREAS, Contractor possesses the necessary qualifications to perform the work described herein.

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein, precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

- Attachment I – Terms and Conditions
- Attachment II – Insurance Requirements for Most Contracts
- Attachment III – Scope of Work

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment I – "Terms and Conditions" and/or the Attachment II – "Insurance Requirements for Most Contracts".

Typed or Printed Name

Signature

Date

This Contract and the above listed Attachments represent the entire undertaking between the parties.

COUNTY

CONTRACTOR

Tod Kimmelshue Date
Chair, Butte County Board of Supervisors

Name Date

REVIEWED FOR CONTRACT POLICY COMPLIANCE
General Services Contracts Division

APPROVED AS TO FORM
BRAD J. STEPHENS
Butte County Counsel

By Date

By Date

ATTACHMENT I TERMS AND CONDITIONS

1. **Scope of Work.** The work to be undertaken is identified in the attached "Attachment III – Scope of Work" which is made a part of this Contract.
2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses are authorized in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor.
3. **County Project Manager.** The County project manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.
4. **Independent Contractor.** Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of County. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.
5. **Confidentiality and Ownership.** The COUNTY retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the COUNTY by the CONTRACTOR, and the CONTRACTOR shall not disclose any information, whether developed by the CONTRACTOR or given to the CONTRACTOR by the COUNTY. The parties agree that the COUNTY will own the work, products, inventions or information produced by the CONTRACTOR pursuant to this Contract.
6. **Termination.** This Contract may be terminated by either the County or Contractor by a thirty-day written notice. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.
7. **Indemnification.** Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the County, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the active negligence or willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to County for any loss of or damage to County property arising out of or in connection with Contractor's negligence or willful misconduct.
8. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. At the very least, Contractor shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.
9. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract.

10. **Contractor's Standard of Care.** County has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Contract. Contractor hereby warrants that all of Contractor's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.
11. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.
12. **Termination for Exceeding Maximum Term.** Contracts exceeding the five-year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds five years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the five-year limitation unless duly executed by the Chair of the Board of Supervisors.
13. **Compliance with Laws.** Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.
14. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the County of Butte.
15. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.
16. **No Delegation or Assignment.** Contractor shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of County and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to Provider. County will not be obligated to make payment under the Agreement until such time that the amendment is entered into.
17. **Electronic Signatures.** Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

ATTACHMENT II
INSURANCE REQUIREMENTS FOR MOST CONTRACTS
Not for Professional Services or Construction Contracts

***Please provide a copy of Attachment II to your insurance agent.**

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

- 1) Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability:** ISO's Commercial Automobile Liability coverage form CA 00 01.
 1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
 2. If no transportation services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits no less than **\$100,000** per person, **\$300,000** each accident, **\$50,000** property damage may be provided in lieu of Commercial Automobile Liability Insurance.
- 3) Workers' Compensation Insurance:** As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS - The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1) The County of Butte, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL and Commercial Auto policies with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).**
- 2) For any claims related to this contract, Contractors insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the County, its officers,**

officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

- 3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

C. WAIVER OF SUBROGATION: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the County. The County may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

F. VERIFICATION OF COVERAGE: Contractor shall furnish County with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. SPECIAL RISKS OR CIRCUMSTANCES: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. SUBCONTRACTORS: Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements before beginning work under this contract.

ATTACHMENT III SCOPE OF WORK

Unless indicated otherwise herein, Contractor shall furnish all labor, materials, transportation, supervision and management, and pay all taxes required to complete the project described below:

[Note: The following Paragraph Headings are provided as tasks to consider for inclusion in the Scope of Work. If one or more of these Paragraph Headings are not applicable, they should be deleted from the Scope of Work. The text following each heading includes an explanation of material that would be included in that paragraph. All the information should be removed when the Scope of Work is finalized for inclusion in the contract.]

CONTRACTOR RESPONSIBILITIES

[This section should include all the work that the Contractor will be required to complete during performance of the contract. When Contractor tasks are specified, they should be worded such that the Contractor "shall" perform. Words such as "must", "should", "will" or "may" are to be avoided as "shall" is the word used in contracts that most compels the contractor to complete tasks in the Scope of Work.]

Contractor Tasks:

[There should always be contractor task included in the Scope of Work. However, if this is the only applicable Paragraph Heading, then this heading may be eliminated.]

Contractor Milestones:

[If there are certain milestones that the Contractor is required to complete, (normally by some certain date or a number of days following some other milestone or event), they may be included in this paragraph. If Contractor payments are tied to milestones, then the milestones may be combined with those milestones below in the "Contractor Compensation" paragraph and this paragraph heading would not be needed.]

Meetings:

[If there are significant meetings (such as public hearings) or periodic meetings (such as periodic progress meetings) they can be specified in this paragraph.]

Contractor Reports :

[If there are reports such as periodic progress reports, draft studies or final reports, they can be described in this paragraph. Consideration should be given to provide due dates for the various reports.]

Other Contractor Deliverables :

[Other Contractor deliverable and due dates can be shown in this paragraph.]

Contractor Compensation:

[If the Contractor is to be paid on a Not-to-Exceed basis, or otherwise based on reimbursable expenses, then the basis for reimbursing the Contractor should be indicated in this paragraph. If the Contractor is to be reimbursed on a Fixed-Price basis, this paragraph is not required. If the Contractor is to be reimbursed on hours of work performed, then separate billing rates should be shown by job title or employee name. Mileage reimbursement may be based on the IRS rate or a specified rate per mile. In some cases, contractors are required to drive a truck that is more expensive to operate than an automobile. In this case,

a mileage rate greater than the IRS rate may be appropriate. When rates are based on actual expenditures, department should avoid paying the actual expenditure plus an additional percentage. The reason to avoid payment of a percentage over the actual expenditure is that this reimbursement method motivates the Contractor to spend excessively. It is not possible to entirely eliminate the percentage paid in addition to the actual cost, a not-to-exceed cost should be negotiated for these expenditures.]

COUNTY RESPONSIBILITIES

[If the County has some specific responsibilities to perform during the term of the contract, they can be provided in this section of the Scope of Work. While it is the County's policy to faithfully perform the work described in this section, it is acceptable to use words such as "must", "should", "will" rather than "shall" to describe the work to be performed by the County.]