

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.44
(ID # 25771)

MEETING DATE:

Tuesday, October 01, 2024

FROM : SHERIFF-CORONER-PA

SUBJECT: SHERIFF-CORONER-PA: Ratify and Approve the Professional Services Agreement for Verus Software Solution and Supporting Professional Services with CA LEO Technologies, LLC Without Seeking Competitive Bids for Two Fiscal Years, from July 1, 2024 through June 30 2026, in the Annual Amount of \$1,275,000, with the Option to Renew for Three (3) Additional One-year Renewal Periods; All Districts. [Total Cost \$6,375,000; and up to \$637,500 in Additional Compensation - 100% Inmate Welfare Fund]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Professional Services Agreement for VERUS Software Solution and Supporting Professional Services with CA LEO Technologies, LLC (Agreement) without seeking competitive bids for two fiscal years, from July 1, 2024 through June 30, 2026, in the annual amount of \$1,275,000 with the option to renew for three (3) one-year renewal periods and authorize the Chair of the Board to sign the Agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: (a) sign amendments to the Agreement, including modifications of the scope of services, that stay within the intent of the Agreement; (b) sign amendments to the compensation provisions that do not exceed the sum total of 10% of the total cost of the Agreement; and, (c) issue Purchase Orders for payment of services performed within the approved compensation amounts of the Agreement.

ACTION:Policy


Herman Lopez, CHIEF DEPT SHERIFF & 9/16/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: October 1, 2024
xc: Sheriff

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,275,000	\$ 1,275,000	\$ 6,375,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Inmate Welfare Fund			Budget Adjustment: No	
			For Fiscal Year: 24/25 – 29/30	

C.E.O. RECOMMENDATION: Approve

BR: 24-113

Prev. Agn. Ref.: N/A

BACKGROUND:

Summary

The Riverside County Sheriff's Office (RSO) operates five correctional facilities that are currently housing approximately 3,700 inmates. All inmates are afforded phone usage during their time outside of their cells, utilizing Securus Technologies' (Securus) phone system that is contracted with the RSO to provide this service. For fiscal year 22/23, inmates completed over 2.8 million phone calls, for a total of 25.5 million minutes. The Securus operating system records authorized inmate communication and affords playback ability only. The ability to search phone calls is limited to specific phone numbers or individual personal identification numbers.

The RSO has conducted market research for an investigative tool that will work with Securus, or any other phone provider that provides expanded search capabilities. Verus Analytic software, from CA LEO Technologies (LeoTech) is built upon a unique artificial-intelligence platform and is the only company that affords search capabilities.

The implementation of the Verus Analytic software would not void or violate the existing contract with Securus and the proprietary ownership of the call recordings will not change, nor would the policy.

Impact on Residents and Businesses

This investigative tool will make the correctional facilities safer for staff, inmates, and the communities.

Contract History and Price Reasonableness

The RSO is seeking the approval of a two-year Professional Services Agreement with Leo Technologies without seeking competitive bids, with the option to renew for three (3) one-year renewal periods, under a maximum annual compensation amount of \$1,275,000.

This current request represents RSO's first engagement with LeoTech who has offered a pricing structure of \$.05 cents per minute—a price which is equal to that offered to the El Dorado County Sheriff's Office as well as the San Benito County Sheriff's Office—both of which have recently implemented similar contracts.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Additionally, this current request has completed H11 review by the Riverside County Information Technology's Technology Standards and Oversight Committee who approved the request on June 20, 2024.

Furthermore, on July 18, 2024, the County of Riverside Purchasing and Fleet Services Department completed its review of Sole Source Justification No. 25-012 for the implementation of the requested Agreement.

ATTACHMENTS:

Professional Service Agreement with CA LEO Technologies, LLC. for Verus Software Solution and Supporting Professional Services – 3 copies
Sole Source Justification No. 25-012

Melissa Curtis
Melissa Curtis, Deputy Director of Purchasing and Fleet 9/10/2024

Rebecca S Cortez
Rebecca S Cortez, Principal Management Analyst 9/23/2024

Aaron Gettis
Aaron Gettis, Chief of Deputy County Counsel 9/5/2024

PROFESSIONAL SERVICES AGREEMENT

for

VERUS SOFTWARE SOLUTION AND SUPPORTING PROFESSIONAL SERVICES

between

COUNTY OF RIVERSIDE

and

CA LEO TECHNOLOGIES, LLC



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This Agreement (herein referred to as the "Master Agreement") is made and entered into this 1st day of July, 2024, by and between CA LEO Technologies, LLC, a Delaware limited liability corporation registered in the State of California to conduct business whose principal address is 505 Technology Drive, Ste. 290, Irvine, CA 92618 (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Riverside Sheriff's Office, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined, priced, and specified in Exhibit A- LEO Technologies Subscription Agreement (VERUS), Exhibit B Authorized User Terms of Use, Exhibit C Support Personnel, Addendum- A Quote, Addendum B- Payment Provisions, and Attachment I-HIPAA Business Associate Attachment to the Master Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Master Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Master Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit A. CONTRACTOR is not to perform services or provide products outside of the Master Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Master Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Master Agreement.

2. Period of Performance

2.1 This Master Agreement shall be effective on July 1, 2024, and continue until June 30, 2026, with the option to renew the Master Agreement by written amendment signed by both parties, for three additional (1) one-year renewal periods, unless terminated earlier.

CONTRACTOR shall commence performance upon signature of this Master Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of this Master Agreement. Maximum payment by COUNTY to CONTRACTOR shall not exceed an annual amount of one million two hundred seventy-five thousand dollars (\$1,275,000), including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in this Master Agreement, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Master Agreement.

3.2 No price increases will be permitted during the first year of this Master Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Master Agreement. The net dollar amount of profit will remain firm during the period of the Master Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of

materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Master Agreement, send the original and duplicate copies of invoices to:

Riverside Sheriff's Office

4095 Lemon Street

Riverside, CA 92501

Attn: Accounts Payable

Email: ap@riversidesheriff.org

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Master Agreement number (SHARC-92000-001-06/29) quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Master Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Master Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Master Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent, and/or designee, are the only authorized COUNTY representatives who may at any time, by written order, alter this Master Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Master Agreement, an equitable adjustment shall be

made in the Master Agreement price or delivery schedule, or both, and the Master Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Master Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Master Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Master Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Master Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Master Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Master Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Master Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Master Agreement.

5.5 CONTRACTOR's rights under this Master Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Master Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Master Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Master Agreement.

5.6 If the Master Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Master Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Master Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Master Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Master Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Master Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Master Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Master Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Master Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Master Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Master Agreement; and/or (2) reduce the Master Agreement

price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Master Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Master Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Master Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Master Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Master Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Master Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Master Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as

they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Master Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Master Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate Master Agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within twenty-four (24) hours after it becomes aware if a Covered Individual providing services directly relative to this Master Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Master Agreement.

9.6 CONTRACTOR shall notify COUNTY within twenty-four (24) hours if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such

after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Master Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Master Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Master Agreement, or for parties named in the proposal and agreed to under this Master Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Master Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Master Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Master Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Master Agreement as required by the

laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Master Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Master Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Master Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Master Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Master Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Master Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Master Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Master Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Master Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Master Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Master Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment 1 of this Master Agreement.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Master Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Master Agreement.

18. Notices

All correspondence and notices required or contemplated by this Master Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside Sheriff's Office
4095 Lemon Street
Riverside, CA 92501
Attn: Antonio Saldana
E: asaldana@riversidesheriff.org

CONTRACTOR

CA Leo Technologies, LLC
505 Technology Drive, Suite 290
Irvine, CA 92618
Attn: James Sexton
E: james.sexton@leotechnologies.com

19. Force Majeure

If either party is unable to comply with any provision of this Master Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Master Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the

CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Master Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Master Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Master Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Master Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Master Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Master Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-

owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Master Agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Master Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Master Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation,

expiration, or reduction in coverage, this Master Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

5) If, during the term of this Master Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Master Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Master Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Master Agreement.

7) The insurance requirements contained in this Master Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Master Agreement.

E. Insurance Requirements for IT Contractor Services

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees. CONTRACTOR shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Master Agreement and shall include, but not limited to, claims involving 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, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the 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 the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. Policy shall name the COUNTY as Additional Insureds.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Master Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Master Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Master Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Master Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Master Agreement.

23.3 In the event the CONTRACTOR receives payment under this Master Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Master Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Master Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other Master Agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Master Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Master Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Master Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Master Agreement, including, if stated in the Master Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Master Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Master Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Master Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Master Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Master Agreement, including any attachments or exhibits, constitutes the entire Master Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Master Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

23.13 This Master Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of


this Master 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 Master Agreement. The parties further agree that the electronic signatures of the parties included in this Master 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.


[Signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Master Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

CA LEO Technologies, LLC.
a Delaware limited liability corporation


By: 
Chuck Washington, Chair
Board of Supervisors

By: 
Name: James Sexton
Title: Chief Operating Officer

Dated: 10/01/2024

Dated: 08/20/2024

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel


By: 
Amrit P. Dhillon
Deputy County Counsel

Exhibit A- LEO Technologies Subscription Agreement (VERUS)

This LEO Technologies Subscription Agreement (the “**Agreement**”) is governed by and subject to the terms and conditions of the Master Agreement. In the event of any conflict between this Agreement and the Master Agreement, the relevant provision of the Master Agreement will prevail.

The effective date of this Agreement shall be governed by Section 2-Period of Performance of the Master Agreement, (the “**Effective Date**”) by and between CA LEO Technologies, LLC. (hereinafter “**LeoTech**”), a limited liability company with its address at 505 Technology Drive, Suite # 290, Irvine, CA 92618, and the County of Riverside on behalf of its Riverside Sheriff’s Office (hereinafter “**Customer**”) located at 4095 Lemon Street, Riverside, CA 92501.

- 1.0 Scope.** The purpose of this Agreement, including any exhibits, appendices, attachments, amendments, or other documents referenced or incorporated herein is for Customer to license LeoTech’s VERUS software solution and supporting professional services. LeoTech and Customer may be referred to collectively as the “**Parties**,” or individually as a “**Party**.” The Parties agree as follows:
- 2.0 Definitions.** The following terms have the following meanings:
- 2.1 “Authorized User”** means any user authorized by Customer to use the Services. Authorized Users may include employees, contractors, subcontractors, and other third parties performing services for or on behalf of Customer.
- 2.2 “Confidential Information”** means any non-public information disclosed by one Party to another Party that is: (a) at the time of disclosure identified or marked as confidential or proprietary information; or (b) by its nature and the circumstances should reasonably be considered to be confidential information, in all cases including, but not limited to, information regarding a Party’s technology, code, strategy, operations, transactions, pricing, customers, and information maintained in a Party’s internal-only documentation or web sites.
- 2.3 “Data”** means any and all data, including, but not limited to Personal Information, processed by the Subscription Services on behalf of Customer under this Agreement.
- 2.4 “Documentation”** means any materials relating to the performance, operation, or use of the Services, whether currently existing or created in the future, and whether in written or electronic form, including any of the following, submitted by either Party with respect to the Services: (i) specifications; (ii) technical, operating procedure, program, or user manuals; and (iii) training materials.
- 2.5 “Downtime”** means time that the Subscription Services is unable to process Data to provide the Services.
- 2.6 “Error”** means any defects, errors or bugs that interfere with, disrupt, or damage the operation or functionality of the Subscription Services.
- 2.7 “Order”** means a purchase order issued under this Agreement and requesting Services from LeoTech. Orders are incorporated into this Agreement.
- 2.8 “Personal Information”** means any and all individually identifiable information or data relating to a natural person that (i) directly or indirectly identifies or can be used to directly or

indirectly identify, contact or locate an individual, or (ii) that relates to an individual, whose identity can be either directly or indirectly inferred, including any information that is linked or linkable to that individual. Personal Information shall be considered Confidential Information of the disclosing Party hereunder.

- 2.9** “**Personnel**” means any employees, subcontractor employees, or other individuals furnished by LeoTech to perform Services.
- 2.10** “**Authorized Inmate Communications Provider**” is a provider such as Securus Technologies, or a similar entity providing Authorized Inmate Telecommunications services to Customer.
- 2.11** “**Services**” means the services (including the Subscription Services) provided pursuant to an Order.
- 2.12** “**Subscription Services**” means the service provided by LeoTech via LeoTech’s VERUS software and all software (including any upgrades or updates thereto), scripts, or other executable code provided or made available by LeoTech to Customer or Customer’s Authorized Inmate Communications Provider.

3.0 Purchase of Services.

- 3.1 Integration With Authorized Inmate Communications Provider.** Customer understands that the Services must be connected to Customer’s Authorized Inmate Communications Provider via an application program interface (“**API**”) that allows the processing of Data in near real time for the Services to function. On the Effective Date, Customer shall direct the Authorized Inmate Communications Provider to provide LeoTech with an API in order to access the Data from the Authorized Inmate Communications Provider. Customer shall use its best efforts to support the execution of any necessary agreements between LeoTech and the Authorized Inmate Communications Provider to facilitate LeoTech’s receipt of the requisite API and access to the Data. No failure or delay by LeoTech to satisfy a LeoTech obligation in this Agreement shall be considered a breach if such failure or delay is caused, in whole or in substantial part, by a failure of the Authorized Inmate Communications Provider or Customer to provide LeoTech access to the Data.
- 3.2 Implementation.** LeoTech and Customer shall reasonably cooperate in order to implement the Services. Such cooperation includes Customer’s best efforts to obtain the cooperation of the Authorized Inmate Communications Provider. Customer shall provide LeoTech with necessary access to its systems and facilities in order to implement and maintain the Services.

4.0 Subscription Services.

- 4.1 Authorized User.** Customer shall appoint Authorized Users to use the Subscription Services. Customer shall insure that each Authorized User agrees to the Terms of Use attached hereto as **Exhibit A**. Customer shall remain liable for its Authorized Users’ compliance with this Agreement, including **Exhibit A**.
- 4.2 Privileged Numbers.** The Subscription Services allow certain communications to be designated as not to be processed by the Subscription Services. For example, a telephone number can be designated as belonging to a caller’s attorney and thus subject to privilege and not to be processed. It is Customer’s responsibility to designate such communications as not to be processed by the Subscription Services using the method provided by LeoTech in the

Documentation. LEOTECH IS NOT RESPONSIBLE FOR FAILURE TO DESIGNATE A COMMUNICATION AS NOT TO BE PROCESSED.

4.3 Technical Support. LeoTech will provide technical support and workarounds so that Subscription Services operate in material conformance of specifications. Customer acknowledges and agrees that LeoTech is not responsible for Downtime caused by (a) Internet failures or delays involving hardware or software not within LeoTech's possession or reasonable control and (b) the Authorized Inmate Communications Provider. To the extent such Downtime is a result of technical issues relating to the Authorized Inmate Communications Provider, Customer agrees to assist LeoTech in coordinating with Authorized Inmate Communications Provider and remedying such issues.

5.0 Warranties.

5.1 Representations and Warranties. The Parties represent and warrant that entering into and fully performing their obligations under this Agreement does not and will not violate any agreement or obligation existing between the Party and any third party. Each Party represents and warrants that it will comply with applicable law.

5.1.1 By LeoTech. LeoTech represents and warrants that: (a) the Services will be provided free and clear of any and all third party liens, assignments, security interests or encumbrances of any kind; (b) the Services will be performed in a professional and workmanlike manner; and (c) LeoTech has taken reasonable steps to ensure the Services do not contain any destructive or harmful software code or other technology designed to disrupt, damage or interfere with any Customer equipment or systems.

5.1.2 By Customer. Customer represents and warrants that Customer will: (a) direct and require Authorized Inmate Communications Provider to provide access to the Customer's systems and data as necessary for this Agreement, including providing an API as required by a Data Facilitation Agreement, if needed; (b) comply with all Documentation to the extent reasonably practicable and necessary to facilitate the Services; and (c) it will promptly provide all reasonable assistance necessary to facilitate the Services.

5.2 Disclaimer. EXCEPT AS PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES CONCERNING NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LEOTECH DOES NOT REPRESENT THAT THE SERVICES WILL BE ACCURATE, ERROR-FREE, AVAILABLE, OR FIT FOR A PARTICULAR PURPOSE. THE SUBSCRIPTION SERVICE IS NOT A REPLACEMENT FOR HUMAN INTERVENTION OR MONITORING OF COMMUNICATIONS. CUSTOMER UNDERSTANDS THAT THE SERVICES INHERENTLY DEAL WITH CONTENT THAT MAY BE TIME-SENSITIVE, CRIMINAL, OR POTENTIALLY DANGEROUS. LEOTECH IS NOT LIABLE FOR ANY FAILURE OF THE SERVICES TO AID IN PROTECTING LIFE OR PROPERTY OR OTHERWISE PREVENTING CRIMINAL ACTIVITY.

6.0 Personnel.

6.1 Personnel Training and Qualification. LeoTech will provide reasonable and customary supervision and training for its Personnel to assure competent performance of the Services and

delivery of any deliverables.

6.2 Support Personnel. LeoTech shall provide support staff to agency per **Exhibit B** of this Agreement.

7.0 Data.

7.1 Data Security. LeoTech will maintain, implement, and enforce technical, administrative, and physical data security procedures intended to minimize the risk of unauthorized access to or exposure of the Data.

7.2 Data Privacy. Customer is the owner and controller of the Data as defined by applicable law. LeoTech is a service provider that processes Data made available to it pursuant to the terms of this Agreement. LeoTech shall use, retain, and disclose the Data solely to the extent necessary to provide the Services, including the improvement of LeoTech's Services.

8.0 Export Control. The Parties acknowledge and agree that the Services may be subject to regulation by agencies of the U.S. Government, including the Department of State and Department of Commerce, and any foreign government or regulatory body, which prohibits export or diversion of certain technical products, data or services ("**Controlled Technologies**") to certain individuals or countries. This prohibition includes providing or giving access to such Controlled Technologies, including such items that have been identified by the U.S. Export Administration Regulations ("**EAR**") and the International Traffic in Arms Regulations ("**ITAR**"). The Parties acknowledge that providing Controlled Technologies to certain foreign nationals located in the United States may be deemed by the U.S. Government as equivalent to exporting such Controlled Technology to a foreign country, including embargoed or restricted countries ("**Prohibited Foreign Nationals**"). The Parties will comply in all respects with all export and re-export restrictions applicable to the Deliverables and Services. Customer will not, directly or indirectly, export or direct the Services or any information provided by LeoTech to any embargoed or restricted country identified in the U.S. export laws. Customer will ensure that its Personnel are not included on any United States export exclusion lists and are not prohibited foreign nationals. Customer will promptly notify LeoTech if it learns of any possible violations of export laws related in any way to this Agreement.

9.0 General.

9.1 Injunctive Relief. Customer acknowledges that misuse or unauthorized disclosure of any LeoTech Confidential Information or Intellectual Property (or violation of other proprietary rights of LeoTech) by Customer may give rise to irreparable injury to LeoTech that is inadequately compensable in damages. Accordingly, LeoTech may seek and obtain injunctive relief against the breach or threatened breach of this Agreement without providing a bond, in addition to any other legal remedies that may be available. Customer acknowledges and agrees that the covenants contained herein are necessary for the protection of legitimate business interests of LeoTech, its subsidiaries and/or affiliated companies, and are reasonable in scope and content.

9.2 Governing Law, Jury Trial Waiver. All disputes arising out of or related to this Agreement will be governed by the laws of the State of California and controlling U.S. federal law without regard to conflict of laws principles that would require the application of the laws of another jurisdiction. No choice of law rules of any jurisdiction will apply. All disputes arising out of or related to the terms of this Agreement will be brought in a court of appropriate subject matter

jurisdiction located in Riverside, California and each party hereby irrevocably waives all objections to jurisdiction and venue in such courts.

- 9.3 Waiver.** Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. To be enforceable, a waiver must be in writing and signed by an authorized representative of the waiving Party.
- 9.4 Interpretation.** This Agreement may not be modified, supplemented, qualified or interpreted by any trade usage or prior course of dealings between the Parties not expressly made a part of this Agreement.
- 9.5 Survivability.** The following sections will survive the expiration or termination of this Agreement for any reason: 1, 2, 5, 6, 7, and 9.
- 9.6 Order of Precedence.** In the event of a conflict among the documents composing this Agreement, the order of precedence and control will be: (a) this Agreement, then (b) the Order.
- 9.7 Sole Employer.** LeoTech acknowledges and agrees it is the sole employer of the personnel it employs in connection with this Agreement and retains sole control over wages, benefits, scheduling, hours, and other terms and conditions of employment of personnel.

EXHIBIT B

Authorized User Terms of Use

Customer and Authorized User's access to and use of the Subscription Services is subject to the terms of use of the terms below and as set forth elsewhere in the Agreement.

Obligations. Customer shall:

1. identify for LeoTech the names of all Authorized Users so that LeoTech can establish individual user accounts and account login credentials for each Authorized User;
2. require Authorized Users to maintain the confidentiality of their account login credentials, and not allow Authorized Users to share their account login credentials with any other individual; and
3. comply and ensure that its personnel comply with any and all applicable laws of any and all applicable jurisdictions.

Prohibitions. Customer shall not:

1. access or attempt to access (or permit or assist another in doing so) the Subscription Services or components thereof by any means other than through an authorized access point;
2. sell, license, sublicense, rent, lease, encumber, lend, distribute, transfer, or otherwise provide access to the Subscription Services (including Documentation) in any form to any third party other than its Authorized Users;
3. disassemble, decompile, port, reverse compile, reverse engineer, translate, or otherwise attempt to separate any of the components of the Subscription Services or reconstruct the Services or components thereof, or attempt to derive or obtain any source code, structure, algorithms, process, technique, technology, know-how, or ideas embodied by, underlying, or contained in the Services;
4. alter, modify or create derivative works of the Services (including Documentation) or components thereof in any way, including without limitation customization, translation or localization;
5. "mirror" or "frame" any part of the Subscription Services, or create internet links to the Subscription Services which include log-in information, usernames, passwords, and/or secure cookies;
6. disseminate on or via the Services any viruses, worms, spyware, adware, or other malicious computer code, file or program that is harmful or invasive or is intended to damage or hijack the operation of, or monitor the use of, any hardware, software or equipment;
7. build a competitive product or service to the Services, or build a product or service using similar ideas, features, functions, or graphics as the Services or determine whether the Services are

within the scope of any patent;

8. use any data mining, bots, spiders, automated tools or similar data gathering and extraction methods, directly or indirectly, on the Services or to collect any information from the Services, provided that this provision will not prohibit Customer from exercising its rights in the data using non-automated means or means pre-approved by LeoTech in writing;
9. violate, or attempt to violate, the security of the Services; or
10. permit or facilitate any other person or entity from taking any actions which Customer is prohibited from taking pursuant to this Agreement.

EXHIBIT C

Support Personnel

The following LeoTech Personnel will be assigned to the Customer's account, during the life of the contract, and immediately available to agency staff to assist in departmental priorities.

One (1) Account Manager

- Account Manager
 - Create new end user accounts if needed.
 - Provide daily Law Enforcement Assistance (LEAs) reports regarding incidents, issues, and criminal trends that affect both the established account\agency and surrounding counties/regions.
 - Provide training to new and established end users by demonstrating features and/or updates to the Verus system.
 - Discuss trends with assigned account point of contact(s).
 - Discuss agency's priorities needs and concerns.
 - Ensure the Verus system is operational and make notifications to LeoTech Information Technology and client when down.
 - Conduct "end-user" training of all authorized law enforcement personnel that are approved by Customer to use Verus.
 - Assign additional LeoTech personnel to assist in utilization of Verus on agency priorities.
 - Available to agency 7 days a week/24 hours per day.

Addendum A- Quote

LEO Technologies, LLC
 1515 S Capital of Texas Hwy Ste 220
 Austin, TX 78746
 +1 8882338008
 ap@leotechnologies.com



Quote

ADDRESS
 Riverside County Sheriff's
 Office
 4095 Lemon Street
 Riverside, California 92501

QUOTE # CA_RiversideCSO
 _2
DATE 04/10/2024

PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
LEO Verus SaaS	Fixed Firm - 12 Months	25,500,000	0.05	1,275,000.00

This quote is a fixed firm 12-month term. Any minute overage will be at the risk and the responsibility of LEO Technologies. The term is based on an incarcerated population under 4,000 utilizing wall phones only and does not include the use of tablets or other devices to make phone calls. In the event the agency does not meet the minute usage, all leftover minutes will be rolled over and credited to the following year.

TOTAL **\$1,275,000.00**

Accepted By

Accepted Date

Addendum B- Payment Provisions

COUNTY will compensate CONTRACTOR monthly for services by volume at \$0.05 per minute.

Pursuant to Section 3 of the Master Agreement, maximum annual payments by COUNTY to CONTRACTOR shall not exceed a total contract amount of one million two hundred seventy-five dollars (\$1,275,000), including all expenses.

Attachment I

HIPAA Business Associate Agreement
Addendum to Contract
Between the County of Riverside and CA LEO TECHNOLOGIES, LLC.

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Underlying Agreement between the County of Riverside ("County") and Contractor and shall be effective as of the date the Underlying Agreement approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
 - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
 - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor

demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

- (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
- (b) The unauthorized person who used the PHI or to whom the disclosure was made;
- (c) Whether the PHI was actually acquired or viewed; and
- (d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

- (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
- (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
- (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
- C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
- D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
- K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.

- L. "Required by law" has the meaning given such term in 45 CFR §164.103.
- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

2. Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
 - 1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
 - 2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
 - a) The disclosure is required by law; or,
 - b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
 - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
 - ii. Notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
 - 4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. **Prohibited Uses and Disclosures.**

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
 - 1) Not to use or disclose PHI for fundraising , unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
 - 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
 - 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
 - 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:
- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
 - B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
 - C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
 - D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
 - E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
 - F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
 - G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
 - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
 - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
 - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
 - K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
 - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
 - M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
 - N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.

6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
 - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
 - C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
 - 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
 - 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
 - 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.
7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
 - B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
 - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
 - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
 - E. Ensure compliance with the Security Rule by Contractor's workforce;
 - F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
 - G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,

H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.

A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.

1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).

2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:

a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;

b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;

c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;

d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;

e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,

f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.

C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.

D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.

- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.
- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- 1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
 - 2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's

obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.
 - D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
 - E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.
10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.
11. **Termination.**
- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:
 - 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
 - 2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
 - 3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.
 - B. **Effect of Termination.**
 - 1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
 - 2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

12. **General Provisions.**

- A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.
- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
 - 1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
 - 2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager

County HIPAA Privacy Officer Address: 26520 Cactus Avenue,
Moreno Valley, CA 92555

County HIPAA Privacy Officer Phone Number: (951) 486-6471









Professional Services Agreement for Verus Software Solution and Supporting Professional Services between County of Riverside and CA LEO Technologies LLC

Final Audit Report

2024-08-21

Created:	2024-08-19
By:	Jose (Tony) Curiel (jocuriel@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7b34RYLO61zMOjv8RUI MVPf9EcKizLex

"Professional Services Agreement for Verus Software Solution and Supporting Professional Services between County of Riverside and CA LEO Technologies LLC" History

-  Document created by Jose (Tony) Curiel (jocuriel@rivco.org)
2024-08-19 - 5:04:32 PM GMT
-  Document emailed to James Sexton (james.sexton@leotechnologies.com) for signature
2024-08-19 - 5:04:39 PM GMT
-  Email viewed by James Sexton (james.sexton@leotechnologies.com)
2024-08-19 - 5:05:58 PM GMT
-  Email viewed by James Sexton (james.sexton@leotechnologies.com)
2024-08-20 - 2:21:46 PM GMT
-  Document e-signed by James Sexton (james.sexton@leotechnologies.com)
Signature Date: 2024-08-21 - 0:59:16 AM GMT - Time Source: server
-  Document emailed to Amrit Dhillon (adhillon@rivco.org) for signature
2024-08-21 - 0:59:18 AM GMT
-  Email viewed by Amrit Dhillon (adhillon@rivco.org)
2024-08-21 - 3:20:26 PM GMT
-  Document e-signed by Amrit Dhillon (adhillon@rivco.org)
Signature Date: 2024-08-21 - 3:23:45 PM GMT - Time Source: server

✔ Agreement completed.

2024-08-21 - 3:23:45 PM GMT





Riverside County Sheriff's Office
Chad Bianco, Sheriff-Coroner

4095 Lemon Street • Riverside • California • 92501
www.riversidesheriff.org

SS-SHERIFF, CA LEO Technologies, LLC.

Date: Wednesday, July 3, 2024
From: Amanda Bennett, Deputy Director of Administrative Services
To: Board of Supervisors
Via: Antonio Saldana, Admin. Mgr.
Subject: Sole Source Procurement; Request for CA LEO Technologies LLC. Verus System.

The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of \$5,000 or more for goods and/or services.

Single Source Sole Source

Supporting Documents: indicate which are included in the request from the list below.

Supplier Quote Supplier Sole Source Letter Final draft agreement
 Final draft Form 11 H-11 approved by RCIT/TSOC Grant Agreement
 Other: CA Secretary of Statement of Information

1. Requested Supplier Name: **CA LEO Technologies, LLC.** Supplier ID: 266209
 - a. Describe the goods/service being requested: CA LEO Technologies, LLC.'s Verus software system is a web service which will be used at the correctional facilities: Blythe Jail, John J. Benoit Detention Center (JBDC), Larry D. Smith Correctional Facility (SCF), Cois M. Byrd Detention Center (CBDC), and Robert Presley Detention Center (RPDC).
 - b. Explain the unique features of the goods/services being requested from this supplier: VERUS is a patented Artificial Intelligence (AI) system that programmatically transcribes and analyzes all communications from authorized jail devices. Using semantic analysis of multiple languages, VERUS flags calls related to issues of concern in near-real-time without implicit bias. It gives law enforcement the ability to search for specific terms and patterns of behavior over any authorized mode of communication in and out of jails among inmates and their associates that can be used to disrupt criminal activity (such as MS-13, opioid use, and trafficking).



Riverside County Sheriff's Office

Chad Bianco, Sheriff-Coroner

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SS-SHERIFF, CA LEO Technologies, LLC.

- c. What are the operational benefits to your department? Verus is a Software as a Service (SaaS) that leverages authorized inmate phone calls objectively and in near real-time. As a result, law enforcement can use the information discussed on calls originating from correctional facilities for public safety priorities. Since 2017, several key performance indicators have been measured to evaluate Verus' effectiveness in assisting public safety stakeholders to address the COVID-19 pandemic, sex trafficking, human trafficking, gun violence, homicide, robbery, transnational gangs, drug trafficking organizations, and international narcotics and weapons proliferation.
 - d. Provide details on any cost benefits/discounts. The cost of the software is based on the total call volume of \$0.05 per minute. The projected annual call volume for all the jail facilities is 25,500,000 minutes x \$0.05 per minute which equates to \$1,275,000 annually. The \$.05 per minute is equal to the \$.05 per minute cost for El Dorado County Sheriff's Office and the same rate for the San Benito County Sheriff's Office. The \$0.05 fee includes setup, training, maintenance, and unlimited users.
2. Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?
- Yes No
- a. If yes, please explain why you are requesting to utilize an SSJ process?

3. Has your department previously requested/received an assigned tracking number for a single or sole source request for this Supplier for the goods/service requested now?
- Yes SSJ# _____ No
- a. What was the total annual and aggregate amount? \$0



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SS-SHERIFF, CA LEO Technologies, LLC.

4. Identify all costs for this request in the table below:

Description:	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Total
LEO VERUS Software as a Service (SaaS)	\$1,275,000	\$1,275,000	\$1,275,000	\$1,275,000	\$1,275,000	\$6,375,000
Contingency	\$127,500	\$127,500	\$127,500	\$127,500	\$127,500	\$637,500
Total Costs	\$1,402,500	\$1,402,500	\$1,402,500	\$1,402,500	\$1,402,500	\$7,012,500

5. Period of Performance: July 1, 2024, through June 30, 2026, with three (3) one-year renewal options

Ratify Start Date (if applicable): 07/01/2024

Initial Term Start Date: 07/01/2024 End Date: 06/30/2026

Number of renewal options: Two year with option to renew for three additional one-year periods.

Aggregate Term/End Date: 7/01/2024 - 06/31/2029

6. Projected Board of Supervisor Date (if applicable): 08/27/2024

By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.

[Signature] M. KOEHLER 7/11/24
 Chief Deputy Signature (or designee) Print Name Date

[Signature] #2691 H. LOPEZ 07/11/24
 Assistant Sheriff Signature (or designee) Print Name Date

Amanda Bennett Amanda Bennett 7/11/24
 Print Name Department Head Signature (Executive Level Designee) Date



Riverside County Sheriff's Office
Chad Bianco, Sheriff-Coroner

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SS-SHERIFF, CA LEO Technologies, LLC.

PCS Reviewed:

Jose (Tony) Curiel
Print Name


Signature

07/03/2024
Date

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to psolesource@rivco.org, and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Review and Comments: _____

Not to exceed:

One-time \$ _____

Annual Amounts reflected in completed chart for Question #4

Total Cost \$7,012,500

Aggregate Amount \$ _____

Melissa Curtis
Purchasing Agent Signature

7/18/2024
Date

25-012
Tracking Number
(Reference on Purchasing Documents)