

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND BUDDI US, LLC

This Agreement is entered into this _____ day of _____, 20____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Buddi US, LLC, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing electronic monitoring services for clients of the San Mateo County Probation Department using advanced technologies, including global positioning systems (GPS), radio frequency (RF) monitoring, continuous alcohol monitoring (CAM), remote breath testing, and drug patch options.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. **In no event shall County's total fiscal obligation under this Agreement exceed ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$1,800,000)**, unless the County exercises its option provided in Section 4 of this Agreement, in which case the County's total fiscal obligation under this Agreement shall not exceed **TWO MILLION FOUR HUNDRED THOUSAND DOLLARS (\$2,400,000)** if extended from July 1, 2028 through June 30, 2029, and **THREE MILLION DOLLARS (\$3,000,000)** if extended from July 1, 2029 through June 30, 2030.

4. Term

Subject to compliance with all terms and conditions, the initial term of this Agreement shall be from **July 1, 2025 through June 30, 2028**. The County may, in its sole discretion, exercise an option to extend the term for up to two (2) additional one-year terms: (i) from July 1, 2028 through June 30, 2029; and (ii) from July 1, 2029 through June 30, 2030 under the same terms and conditions set forth in this Agreement. The

Chief Probation Officer or his/her designee may exercise the County's option by providing written notice to Contractor at least thirty (30) calendar days prior to the expiration of the initial term of the Agreement, or thirty (30) calendar days prior to the expiration of the first option, if applicable.

5. Termination

This Agreement may be terminated by Contractor or by the Chief Probation Officer or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship to Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

10.1. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

10.2. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

10.3. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability..... \$1,000,000

- (b) Motor Vehicle Liability Insurance..... \$1,000,000
- (c) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10.4. Special Insurance Requirements - Cyber Liability

Cyber Liability	<p>\$5,000,000 per occurrence for Privacy and Network Security,</p> <p>\$1,000,000 per occurrence for Technology Errors and Omissions</p> <p>To be carried at all times during the term of the Contract and for three years thereafter.</p>
-----------------	---

If the work involves services or goods related to computers, networks, systems, storage, or access to County data or to any data that may, alone or in combination with other data, become Confidential Information or Personally Identifiable Information, the following insurance is required.

(1) Privacy and Network Security

During the term of the Contract and for three years thereafter, maintain coverage for liability and remediation arising out of unauthorized use of or access to County data or software within Contractor's network or control. Provide coverage for liability claims, computer theft, extortion, network breach, service denial, introduction of malicious code, loss of Confidential Information, or any unintentional act, error, or omission made by users of Contractor's electronic data or systems while providing services to the County. The insurance policy must include coverage for regulatory and PCI fines and penalties, crisis management expenses, and business interruption. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

(2) Technology Errors and Omissions

During the term of the Contract and for three years thereafter, maintain coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products, including at a minimum, coverage for systems analysis, design, development, integration, modification, maintenance, repair, management, or outsourcing any of the foregoing.

11. **Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business

Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

12.1. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

12.2. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

12.3. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

12.4. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

12.5. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

12.6. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

12.7. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

12.8. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for

each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: John T. Keene, Chief Probation Officer
Address: 222 Paul Scannell Drive, San Mateo, CA, 94402
Telephone: (650) 312-8821
Email: jkeene@smcgov.org

In the case of Contractor, to:

Name/Title: Kyle Chapin, President - Buddi US, LLC
Address: 2536 Countryside Blvd. Suite 400, Clearwater, FL 33763
Telephone: 727-510-8022
Email: kyle@buddi.us

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Cloud Computing Policy 2020

19.1. Overview

Cloud computing is defined as on-demand delivery of information technology (IT) resources through the Internet. Such services use a pool of shared resources to achieve economies of scale, provide greater flexibility, and support communication, collaboration, scheduling, sharing, and storage. In most cases, these services are provided on a contractual basis by a third-party vendor and essentially becomes an extension of the County's network. Security concerns in cloud computing include, but are not limited to:

- Loss of control over the maintenance and protection of the data
- Potential loss of privacy due to aggregation of data from other cloud consumers
- Reliance on vendor's services for the security of County data

19.2. Policy Purpose

The purpose of the Cloud Computing Policy is to safeguard the County's data and to mitigate any risks associated with utilizing cloud solutions. This policy outlines best practices to ensure that data will be properly stored and shared when using cloud computing services.

19.3. Scope

The scope of this policy includes all users of the County of San Mateo's network who uses cloud computing services, including vendors, contractors, volunteers, temporary staff, consultants, collectively known as Workforce Members, and any other party who provides services or works on the computer and/or network systems.

19.4. Policy

All cloud computing services shall undergo a security assessment, performed at the time of contract, including but not limited to: security controls, identity and authentication management, password management, auditing, and encryption capabilities. As part of the review process, all cloud services that are currently listed in the Federal Risk Authorization Management Program (FedRAMP) will undergo an abbreviated security review process. Cloud services that are not "FedRAMPed" will undergo a more in-depth security review process. Any cloud service's security level and trustworthiness must match the sensitivity of the data stored on that service. If there are circumstances that fall outside the ability to comply with and/or conform to County policies, an exception waiver may be required.

All cloud computing services must be reviewed and approved by the Chief Information Officer (CIO) or designee before purchase or deployment, including renewals. The CIO or designee has the right to deny the request and shall provide the reason(s) for doing so as well as alternatives so that a mutually agreeable solution can be developed.

The use of cloud computing services shall comply with all current laws and regulations as well as all County policies. All software stored in the cloud must comply with licensing agreements and copyright laws. Additionally, all internet domains (URLs) associated with County business shall be managed and registered through ISD.

19.5. Software as a Service

Software as a Service (SaaS) solutions must utilize latest version of Security Assertion Markup Language (SAML) authentication (WS-Federation and Okta's Secure Web Authentication (SWA) may be used in lieu of SAML) and integrate with the County's identity provider (currently Okta). Multi-factor authentication is required when the application is accessed from outside of the County's network. If solutions do not utilize SAML authentication or multi-factor authentication, a request for exception, signed by the Department Head, must be submitted to the CIO or designee, for approval. Note: The security assessment may result in a request for exception based on the results of the review and is not limited to the above-mentioned authentication processes.

The cloud environment shall also include a County-approved warning banner upon logon, if capable.

All software must be configured to have a lock-out session after fifteen (15) minutes of idle time. Full auditing, in coordination with ISD, must be enabled to allow for successful and unsuccessful account logon events, account management events, and system events. Audit logs, if performed by another organization, shall be shared with the County upon request or as stated in the underlying agreement. All audit logs must be stored for a minimum of one year.

Contingency plans for disaster recovery must be provided by the vendor in all SaaS solutions including a strategy to restore the data within a specified time frame.

Both vendor and County roles and responsibilities shall be clearly stated including enforcement mechanisms to meet the required service levels. All parties must also comply with Administrative Memorandum B-1.

The terms and conditions of termination shall be clearly defined along with the disposal and/or transfer of data.

19.6. Self-Provisioning Cloud Services

Self-provisioning cloud services, used to share, store, and/or manage data, present significant data management risks including compromised data, sudden loss of data or service, and changes to the terms of service without notice. Users of self-provisioning cloud services sign up for services through an end-user license at no monetary cost. These cloud computing services, including but not limited to Google Docs and DropBox may not be used for the storage, manipulation, or exchange of County-related data.

Furthermore, cloud services shall not be used to store, process, share, or manage any data deemed to be sensitive or confidential, such as data related to the Health Insurance Portability and Accountability Act (HIPAA) or Personally Identifiable Information (PII) at any time.

19.7. Confidential Data

Cloud systems are subject to the same internal standards as those located on-premises. Confidential data may only be stored and managed through a secure vendor that has been approved by ISD as appropriate for confidential data.

All vendors shall comply with all County specified standards and requirements in addition to federal and state mandated standards, such as HIPAA. Compliance shall be detailed within the business case for each application. Vendors must provide information regarding the controls they employ to maintain security on all HIPAA and PII data. The following list includes security concerns that will be evaluated in the security review process. Note that an exception waiver may be required in the event that the listed County requirements are not met.

- How and where vendor encrypts data, both at rest and in motion
- How vendor employees who will have physical access to the network and infrastructure that hosts the application, are vetted
- What third-party audits will be/have been performed to validate vendor controls • What security features are and are not included as part of their SLA
- What constitutes a security event and what their notification policies and procedures are after a security event occurs
- If the backups of the County's data are moved offsite, how are they encrypted • How will data be securely deleted or destroyed as requested
- The vendor's ability to provide patches and update products, including the patch schedules and timeline for end-of-device support
- Assurance that the sharing of the County provided account password will be strictly prohibited

Client data from the cloud may not be transmitted to a personal computing device (such as a flash/thumb drive).

19.8. Other County Policies

The County has other policies that address specific areas of information security including policies on IT security, Internet use, email, mobile technology use, vendor/contractor access, and portable computing. These policies are also applicable and extend to cloud services including the use and storage of information. Departments may have internal policies that also address these issues. These policies are cumulative and in the event of conflict, the policies providing the County with the greatest level of security shall apply.

19.9. Responsibility

Departments shall be responsible for providing security awareness and training to all users of devices or electronic media containing Personal Health Information (PHI) or PII as it relates to the HIPAA requirements for all data under their control. ISD will be responsible for providing Countywide security awareness and training

19.10. Policy Enforcement

The CIO or designee is the policy administrator for information technology resources and will ensure that this process is followed. Additionally, Division Directors, managers, and Department Heads are responsible for compliance with County policies within their respective administrative areas.

Any violations of this policy shall be reported to the CIO or designee. Violations will be investigated and may result in disciplinary action up to and including dismissal from County employment. For violations of patient confidentiality, the procedures of the Patient Confidentiality Sanctions Policy as regulated by HIPAA will apply. Vendors who violate this policy may be subject to contract termination, denial of service, and/or legal penalties, both criminal and civil.

19.11. Revision History

Effective Date	Changes Made
7/31/2018	Policy established
6/22/2020	Policy revised

20. **Additional Technology Terms and Conditions**

20.1. Disentanglement

Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County's efforts to effectuate such transition with the goal of minimizing or eliminating any interruption of work required under the Agreement and any adverse impact on the provision of services or the County's activities; provided, however, that County shall pay Contractor on a time and materials basis, at the then-applicable rates, for all additional services performed in connection with such cooperation. Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, patient files, held by Contractor, and after return of same, Contractor shall destroy all copies thereof still in Contractor's possession, at no charge to County. Such data delivery shall be in an electronic format to facilitate archiving or loading into a replacement application. County and Contractor shall mutually agree to the specific electronic format. Upon any termination of the Agreement, regardless of the nature or timing of the termination, County shall have the right, for up to twelve (12) months (the "Transition Period"), at County's option and request, to continue to receive from Contractor all maintenance and support services, at the then-applicable rates provided, however, that the annual support and maintenance fee shall be prorated and paid in advance on a monthly basis during such time, and the amount of such support and maintenance fee shall remain subject to the limitations set forth in the Agreement regarding any increase in such fee.

20.2. Warranty

This Software is subject to a warranty. Licensor warrants to Licensee that the Software will perform according to the Software's documentation at the time of the implementation and that, to the best of Licensor's knowledge, Licensee's use of this Software according to the documentation is not an infringement of any third party's intellectual property rights. If the Software is subsequently upgraded, repaired or otherwise changed by Licensor, Licensor warrants to Licensee that the Software will continue to perform according to its original documentation as well as according to updated documentation to the extent new features are added. To the extent permitted by law, the above-stated warranty replaces all other warranties, express or implied, and Licensor disclaims all implied warranties including any implied warranty of title, merchantability, or of fitness for a particular purpose. No agent of Licensor is authorized to make any other warranties or to modify this warranty. Licensee is required to inform Licensor of any

potential breach of this warranty within one year of identifying any performance defect in the Software that contradicts the expected performance as outlined in the original and/or updated documentation. Licensee will document any such potential breach of warranty by utilizing the Support Procedure outlined in the Exhibit <X> of this agreement. In the event of a breach of this warranty, Licensee's remedies include the following, to be selected at Licensee's sole discretion: if Licensee agrees that the Software's functionality is still partially acceptable despite the area related to the breach of warranty, Licensor shall provide a refund for the full amount Licensee reasonably attributes to the partial breach of warranty; if Licensee determines that the Software is materially in breach of warranty, Licensor shall issue a full refund, including for amounts already paid and in relation to which the Software was non-functional; and/or any other remedy available at law.

21. Personally Identifiable Information

Requirements for County Contractors, Subcontractors, Vendors and Agents

21.1. Definitions

Personally Identifiable Information (PII), or Sensitive Personal Information (SPI), as used in Federal information security and privacy laws, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. PII may only be used to assist in the administration of programs in accordance with 45 C.F.R. § 205.40, *et seq.* and California Welfare & Institutions Code section 10850.

a. **"Assist in the Administration of the Program"** means performing administrative functions on behalf of County programs, such as determining eligibility for, or enrollment in, and collecting context PII for such purposes, to the extent such activities are authorized by law.

b. **"Breach"** refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to context PII, whether electronic, paper, verbal, or recorded.

c. **"Contractor"** means those contractors, subcontractors, vendors and agents of the County performing any functions for the County that require access to and/or use of PII and that are authorized by the County to access and use PII.

d. **"Personally Identifiable Information" or "PII"** is personally identifiable information that can be used alone, or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. PII may be electronic, paper, verbal, or recorded.

e. **"Security Incident"** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference with system operations in an information system which processes PII that is under the control of the County or County's Statewide Automated Welfare System (SAWS) Consortium, or under the control of a contractor, subcontractor or vendor of the County, on behalf of the County.

f. **"Secure Areas"** means any area where:

- i. Contractors administer or assist in the administration of County programs; ii. PII is used or disclosed; or
- iii. PII is stored in paper or electronic format.

21.2. Restrictions on Contractor re Use and Disclosure of PII

a. Contractor agrees to use or disclose PII only as permitted in this Agreement and only to assist in the administration of programs in accordance with 45 CFR § 205.50, *et seq.* and California Welfare & Institutions Code section 10850 or as otherwise authorized or required by law. Disclosures, when authorized or required by law, such as in response to a court order, or when made upon the explicit written authorization of the individual, who is the subject of the PII, are allowable. Any other use or disclosure of PII requires the express approval in writing by the County. No Contractor shall duplicate, disseminate or disclose PII except as allowed in this Agreement.

b. Contractor agrees to only use PII to perform administrative functions related to the administration of County programs to the extent applicable.

c. Contractor agrees that access to PII shall be restricted to Contractor's staff who need to perform specific services in the administration of County programs as described in this Agreement.

d. Contractor understands and agrees that any of its staff who accesses, discloses or uses PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions available under applicable Federal and State laws and regulations.

21.3. Use of Safeguards by Contractor to Protect PII

a. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides PII received from, or created or received by Contractor on behalf of County, agrees to adhere to the same restrictions and conditions contained in this Attachment PII.

b. Contractor agrees to advise its staff who have access to PII, of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable Federal and State laws and regulations.

c. Contractor agrees to train and use reasonable measures to ensure compliance by Contractor's staff, including, but not limited to (1) providing initial privacy and security awareness training to each new staff within thirty (30) days of employment; (2) thereafter, providing annual refresher training or reminders of the PII privacy and security safeguards to all Contractor's staff; (3) maintaining records indicating each Contractor's staff name and the date on which the privacy and security awareness training was completed; and (4) retaining training records for a period of three (3) years after completion of the training.

d. Contractor agrees to provide documented sanction policies and procedures for Contractor's staff who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment when appropriate.

e. Contractor agrees that all Contractor's staff performing services under this Agreement sign a confidentiality statement prior to accessing PII and annually thereafter. The signed statement shall be retained for a period of three (3) years, and the statement include at a minimum: (1) general use; (2) security and privacy safeguards; (3) unacceptable use; and (4) enforcement policies.

f. Contractor agrees to conduct a background check of Contractor's staff before they may access PII with more thorough screening done for those employees who are authorized to bypass significant technical and operational security controls. Contractor further agrees that screening documentation shall be retained for a period of three (3) years following conclusion of the employment relationship.

g. Contractor agrees to conduct periodic privacy and security reviews of work activity, including random sampling of work product by Contractor's staff by management level personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of County's

programs and the use and disclosure of PII. Examples include, but are not limited to, access to data, case files or other activities related to the handling of PII.

h. Contractor shall ensure that PII is used and stored in an area that is physically safe from access by unauthorized persons at all times and safeguard PII from loss, theft, or inadvertent disclosure by securing all areas of its facilities where Contractor's staff assist in the administration of the County's programs and use, disclose, or store PII.

i. Contractor shall ensure that each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee of Contractor and access is revoked.

j. Contractor shall ensure that there are security guards or a monitored alarm system at all times at Contractor's facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is used, disclosed, or stored. Video surveillance systems are recommended.

k. Contractor shall ensure that data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only those authorized by this Agreement. Visitors to any Contractor data centers area storing PII as a result of administration of a County program must be escorted at all times by authorized Contractor's staff.

l. Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which Contractor staff can transport PII, as well as the physical security requirements during transport.

m. Contractor shall ensure that any PII stored in a vehicle shall be in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.

n. Contractor shall ensure that PII shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.

o. Contractor shall ensure that all workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.

p. Contractor shall ensure that servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

q. Contractor agrees that only the minimum necessary amount of PII required to perform required business functions will be accessed, copied, downloaded, or exported.

r. Contractor shall ensure that all electronic files, which contain PII data is encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.

s. Contractor shall ensure that all workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily. In addition, Contractor shall ensure that:

- i. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
- ii. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
- iii. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
- iv. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- t. Contractor shall ensure that all of its staff accessing Personally Identifiable Information on applications and systems will be issued a unique individual password that is a least eight (8) characters, a non-dictionary word, composed of characters from at least three (3) of the following four (4) groups from the standard keyboard: upper case letters (A-Z); lower case letters (a-z); Arabic numerals (0-9) and special characters (!, @, #, etc.). Passwords are not to be shared and changed if revealed or compromised. All passwords must be changed every (90) days or less and must not be stored in readable format on the computer or server.
- u. Contractor shall ensure that usernames for its staff authorized to access PII will be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
- v. Contractor shall ensure when no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the Personally Identifiable Information cannot be retrieved.
- w. Contractor shall ensure that all of its systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- x. Contractor shall ensure that all of its systems providing access to PII must display a warning banner stating, at a minimum that data is confidential; systems are logged, systems use is for business purposes only by authorized users and users shall log off the system immediately if they do not agree with these requirements.
- y. Contractor will ensure that all of its systems providing access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII. The audit trail shall be date and time stamped; log both successful and failed accesses be read-access only; and be restricted to authorized users. If PII is stored in a database, database logging functionality shall be enabled. The audit trail data shall be archived for at least three (3) years from the occurrence.
- z. Contractor shall ensure that all of its systems providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- aa. Contractor shall ensure that all data transmissions of PII outside of its secure internal networks must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used. Encryption can be end to end at the network level, or the data files containing PII can be encrypted. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.

bb. Contractor shall ensure that all of its systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

cc. Contractor shall ensure that audit control mechanisms are in place. All Contractor systems processing and/or storing Personally Identifiable Information must have a least an annual system risk assessment/security review that ensure administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection. Review shall include vulnerability scanning tools.

dd. Contractor shall ensure that all of its systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.

ee. Contractor shall ensure that all of its systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

ff. Contractor shall establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

gg. Contractor shall ensure its data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.

hh. Contractor shall establish documented procedures to backup PII to maintain retrievable exact copies of PII. The documented backup procedures shall contain a schedule which includes incremental and full backups, storing backups offsite, inventory of backup media, recovery of PII data, an estimate of the amount of time needed to restore PII data.

ii. Contractor shall ensure that PII in paper form shall not be left unattended at any time, unless it is locked space such as a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information. Locked spaces are defined as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use, meaning that there are Contractor's staff and non-Contractor functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.

jj. Contractor shall ensure that any PII that must be disposed of will be through confidential means, such as cross cut shredding or pulverizing.

kk. Contractor agrees that PII must not be removed from its facilities except for identified routine business purposes or with express written permission of the County.

ll. Contractor shall ensure that faxes containing PII shall not be left unattended and fax machines shall be in secure areas. Faxes containing PII shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender. All fax numbers shall be verified with the intended recipient before send the fax.

mm. Contractor shall ensure that mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery.

21.4. Reporting of Breaches Required by Contractor to County; Mitigation

a. Contractor shall report to County within one business day of discovery, to the County contact listed in this agreement by email or telephone as listed in the event of unsecured PII, if that PII was, or is, reasonably believed to have been accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PII in violation of this Agreement, or potential loss of confidential data affecting this Agreement.

b. Contractor understands that State and Federal Law requires a breaching entity to notify individuals of a breach or unauthorized disclosure of their PII. Contractor shall ensure that said notifications shall comply with the requirements set forth in California Civil Code section 1798.29, and 42 U.S.C. section 17932, and its implementing regulations, including but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than sixty (60) calendar days.

c. Contractor agrees to promptly mitigate, to the extent practicable, any harmful effect that is known to Contractor stemming from a use or disclosure of PII in violation of the requirements of this Agreement, including taking any action pertaining to such use or disclosure required by applicable Federal and State laws and regulations.

21.5. Permitted Uses and Disclosures of PII by Contractor

Except as otherwise limited in this schedule, Contractor may use or disclose PII to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

21.6. Obligations of County

a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with California Welfare and Institutions Code section 10850, as well as any changes to such notice.

b. County shall notify Contractor of any changes in, or revocation of, permission by Individual to use or disclose PII, if such changes affect Contractor's permitted or required uses and disclosures.

c. County shall notify Contractor of any restriction to the use or disclosure of PII that County has agreed to in accordance with California Welfare and Institutions Code section 10850.

21.7. Permissible Requests by County

County shall not request Contractor to use or disclose PII in any manner that would not be permissible under the Privacy Rule if so requested by County, unless Contractor will use or disclose PII for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

21.8. Duties Upon Termination of Agreement

a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all PII received from County, or created, maintained, or received by Contractor on behalf of County that Contractor still maintains in any form. This provision shall apply to PII that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the PII.

b. In the event that Contractor determines that returning or destroying PII is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual Agreement of the Parties that return or destruction of PII is infeasible, Contractor shall extend the protections of the Agreement to such PII and limit further uses and disclosures of such PII to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such PII.

21.9. Miscellaneous

a. **Regulatory References.** A reference in this Attachment to a section in the Personally Identifiable Information Privacy Rule means the section as in effect or as amended, and for which compliance is required.

b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and in accordance 45 CFR § 205.40, *et seq.* and California Welfare and Institutions Code section 10850.

c. **Survival.** The respective rights and obligations of Contractor under this Attachment shall survive the termination of the Agreement unless and until the PII is destroyed or returned to the County.

d. **Interpretation.** Any ambiguity in any provision in this Attachment shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.

e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Contractor.

22. Rehabilitation Act of 1973

Refer to the attachment required to be completed by the Contractor.


23. Prison Rape Elimination Act (PREA) of 2003

Contractor shall comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42. U.S.C. 15601 ET. Seq.), and applicable PREA Standards including but not limited to those regarding preventing, reporting, monitoring, and eradicating any form of sexual abuse within San Mateo County Sheriff's Office Facilities/Programs /Offices owned, operated or contracted. Failure to comply with PREA, including PREA Standards and related San Mateo County Sheriff's Office Policies, may result in termination of the contract.

SIGNATURE PAGE TO FOLLOW

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Buddi US, LLC


Kyle Chapin (May 15, 2025 09:38 EDT)
Contractor Signature

05/15/2025
Date

Kyle Chapin
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A
Buddi US, LLC

Services

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Buddi US, LLC (Buddi) shall provide electronic monitoring services for clients of the San Mateo County Probation Department using advanced technologies, including global positioning systems (GPS), radio frequency (RF) monitoring, continuous alcohol monitoring (CAM), remote breath testing, and drug patch options. Under this Agreement, Buddi will deliver services to clients assigned to the following units and programs of the Department:

- Juvenile Electronic Monitoring Program (EMP) and CAM
- Adult Pretrial Services
- Multiple DUI Court
- Veterans Treatment Court
- Military Diversion
- Sex Offenders Unit
- Other adult clients on supervised probation

1. Equipment Installation and Maintenance

- A. Buddi shall provide local field technicians to perform on-site installation of monitoring devices at locations including, but not limited to, Probation Department offices, the county jail, treatment centers, and designated courthouse locations. Buddi shall also maintain the necessary local office(s) within the County of San Mateo to support installation, removal, and any other services by the commencement of this Agreement. In addition, Buddi shall provide 24/7 technical support and remote troubleshooting services to ensure timely resolution of issues. When necessary, Buddi shall accommodate service requests during evenings and weekends with reasonable notice.
- B. Buddi shall maintain a sufficient inventory of equipment and supplies to ensure immediate installation as directed by the Court. As the original equipment manufacturer, Buddi shall ensure that all repair parts are new, fully functional, and installed per manufacturer specifications, maintaining strict quality control standards to ensure optimal device performance. All transmitter units shall be maintained and warranted by the provider and will be updated at no additional cost to the County when technological enhancements are made by the vendor. The equipment shall include, but is not limited to:
 - **Buddi Smart Tag®** (GPS and RF): An ankle-worn device (2.8 oz), compact and lightweight, featuring GPS, RF, and Wi-Fi for 24/7 tracking. It integrates with the Eagle software and supports house arrest by switching to RF when near a beacon. Compatible with major cellular networks.
 - **Buddi AlcoTag™** (GPS/RF with CAM): Combines GPS/RF tracking with continuous alcohol monitoring. Measures both transdermal and ambient alcohol levels, including real-time alerts, is water-resistant, and uses a cut-resistant strap. Dimensions: 3.5" x 4" x 1"; weight: 5.2 oz.

- **Buddi Sure Tag™ (RF):** A durable, ankle-worn RF-only device for home curfew monitoring. Uses the same cut-resistant strap as other Buddi products and is designed for secure, reliable use.
 - **Buddi Smart Beacon™ (RF):** An in-home unit that pairs with the SureTag™ to monitor presence via RF signals. Includes LED display, battery backup, and scans every 30 seconds for near real-time reporting.
 - **iBAC (Remote breath):** A Bluetooth breathalyzer that connects to a smartphone app with facial recognition for identity verification. Compact (3.7" x 1.2" x 0.4"), with key fob attachment, and requires annual calibration.
 - **Drug Patch (Standard or Expanded):** Provides continuous transdermal drug monitoring through a partner vendor. Standard 5-panel test (amphetamines, cocaine, opiates, PCP, THC), with optional expanded panel. Worn 10-14 days and lab-analyzed with results securely shared.
 - **The Buddi Clip:** A discreet, mobile device for victim protection. Features include geofencing, proximity alerts, and exclusion zones for high-risk safety management.
- C. Buddi shall maintain at least a 20% stock inventory at each location, along with an additional 20% stock available at the local office for exclusive use by the County. Buddi shall ensure that each office is equipped with the necessary equipment within two business days as needed. Buddi shall replace any product due to a manufacturing defect or malfunction at no cost to the Department. Stock management shall be handled by a local Buddi field technician.
- D. The Department shall not be liable for any costs incurred for inactive or unused days associated with shelved units.
- E. If special tools and/or training are required for the installation and/or removal of equipment, Buddi shall provide such tools and training at no cost to the Department.
- F. Buddi shall supply Deputy Probation Officers (DPOs) and Group Supervisors (GSs) with written materials to distribute to both juvenile and adult clients, outlining essential information regarding the use and function of the monitoring devices. Additionally, DPOs and GSs are responsible for getting the documents signed and uploaded into Buddi's Eagle software.

2. Meetings and Trainings

- A. Upon contract award, Buddi shall meet with Department staff to present a detailed project plan outlining pre-implementation activities and to facilitate a smooth transition.
- B. Buddi shall meet with Department staff on an as-needed basis post-implementation to review program status, address operational concerns, and provide troubleshooting support.
- C. Buddi shall provide training to Deputy Probation Officers (DPOs) and Group Supervisors (GSs) on the installation and removal of monitoring devices, as needed.
- D. Buddi shall also provide training on the web-based monitoring system to ensure DPOs and GSs can effectively track and manage client compliance.

3. Client Monitoring

- A. Buddi will provide 24/7 monitoring of all participants' locations, supported by a scalable alert and notification system. The system shall detect and report GPS-related events, including

equipment malfunctions, low battery, and strap tampers, with appropriate troubleshooting protocols in place.

- B. Buddi shall provide continuous alcohol monitoring through transdermal technology, operating 24 hours a day, seven days a week. A regular data downloading schedule shall be maintained for all participants to ensure timely review and response.
- C. Buddi shall offer alternative monitoring solutions, including mobile breath alcohol monitoring and continuous transdermal drug patch monitoring.
- D. Buddi's web-based platform, *Eagle*, shall be continuously available and accessible via desktop, laptop, tablet, and mobile devices. *Eagle* is designed to integrate with all Buddi monitoring products and allows for customizable user access and functionality to meet program requirements. Buddi's development team shall collaborate with the Department to implement new fields, features, and reports in *Eagle* as needed to support evolving program and client needs.

4. Data Management & Reports

- A. Buddi's web-based software platform (*Eagle*) shall comply with all applicable security requirements and be capable of capturing the following client data for reference and reporting purposes:
 - a. *Client personal data*—includes name, address, telephone numbers, and emergency contacts.
 - b. *Program details*—including referral orientation checklist, program start and end dates, and assigned inclusion/exclusion zones.
 - c. *Schedules*—including curfews, employment, education, treatment meetings, and other required appointments.
 - d. *Violations*—including the date, time, and type of each violation; and
 - e. *Assigned staff*—including the name of the DPO or GS of record.
- B. Alcohol detection reports shall be delivered within 24 hours of the drinking event.
- C. As needed, Buddi shall provide requested ad hoc reports in a timely manner. Report types may include, but are not limited to: client-by-device, client-by-program, program compliance rates, daily violation reports, charging reports, location correlation, investigative summaries, and proximity alerts.

Exhibit B
Buddi US, LLC

Payments

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

- A. In no event shall County's total fiscal obligation under this Agreement exceed **ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$1,800,000)**.
- B. Buddi's All Inclusive Daily Rate:
- Eliminates County's obligation to pay for Lost, Damaged or Stolen Equipment
 - No Installation Fees
 - No Travel, Training, or Startup Fees
 - The initial set-up and activation costs of the service are provided to the County at no additional cost. This covers the following:
 - **Device Procurement and Activation** - Covers the cost of acquiring, configuring, and activating GPS, RF, and alcohol devices to ensure they are ready for immediate use.
 - **Software Integration** - Includes setting up the monitoring platform, configuring reporting and tracking systems, and aligning them with the vendor's specific requirements.
 - **Support and Testing** - Provides initial technical support, ensures system functionality, and tests devices for full operational readiness before deployment.
 - **Documentation and Setup Assistance** - Supplies user manuals, instructions, and documentation to help the vendor manage the system and devices effectively.
- C. Rate Schedule:

Product	Daily w/o Installation	Daily w/ Installation
Smart Tag® (GPS and RF)	\$3.40	\$5.60
Sure Tag™ + Smart Beacon™ (RF)	\$3.40	\$5.51
AlcoTag™ (GPS RF transdermal alcohol)	\$6.97	\$9.17
AlcoTag™ (Alcohol Only)	\$6.47	\$8.67
iBAC (Remote Breath)	\$3.97	\$6.11
Drug Patch with Standard Panel	Flat Fee \$95.00 each	
Drug Patch with Expanded Panel	Flat Fee \$125.00 each	
Additional Product Offerings		
The Buddi Clip	\$3.40	\$5.60
Self-Pay*		
Equipment Deposit**	\$250	
Smart Tag® (GPS and RF)	\$4.60	\$6.80
Sure Tag™ + Smart Beacon™ (RF)	\$4.60	\$6.71
AlcoTag™ (GPS RF transdermal alcohol)	\$8.17	\$10.37
AlcoTag™ (Alcohol Only)	\$7.67	\$9.87
iBAC (Remote Breath)	\$5.17	\$7.31
Drug Patch with Standard Panel	Flat Fee \$95.00 each	
Drug Patch with Expanded Panel	Flat Fee \$125.00 each	

- *** Self-Pay** clients are required to make payments for their monitor every 14 days. Billing begins when the device is installed on their leg. Invoice will be automatically sent via

email or SMS on the 14th day. San Mateo County will provide a working cell phone number and/or email for each Self-Pay client.

- ****Equipment Deposit** is returned to wearer upon completion of program and equipment returned in working order and good condition.
- *****All invoices** for Self-Pay clients are due upon receipt.
- ******Drug Patch installations** for Self-Pay clients shall be paid prior to installation.

D. Invoicing: Buddi shall submit itemized invoices with Net 30 Pay to the Probation Department by the 10th calendar day of each month for services provided during the preceding month. Each invoice shall include, at a minimum, the following details for each client: client name, court case number, device(s) assigned, service start date, service end date, daily rate, and total amount billed per client. Invoices shall reference the applicable service period and comply with any additional billing requirements specified by the Department.

All invoices shall be submitted electronically to PROB_Accounts_Payable@smcgov.org

Payment shall be made in accordance with the terms of this Agreement, following the Department's standard review and approval process.

E. Separate, itemized monthly invoices shall be submitted for each of the following seven client groups:

- Juvenile EMP and CAM
- Adult Pretrial Services
- MDUI Court
- Veterans Treatment Court
- Military Diversion
- Sex Offender Unit
- Other adult clients on supervised probation

F. Performance Measures:

Measure	Description	FY 2025-26 Target	FY 2026-27 Target	FY 2027-28 Target
On-time Delivery of Services	Staff are available for installation during necessary hours. Inactive equipment is picked-up in a timely manner.	90%	90%	90%
Responsiveness	Issues are addressed in a timely manner and addressed with appropriate urgency.	90%	90%	90%
Communication	Professional and clear communication is utilized.	90%	90%	90%
Invoicing	Invoices are timely, accurate, and easy to understand.	95%	95%	95%

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

☒ a. Employs fewer than 15 persons.

☐ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person: Kyle Chapin


Name of Contractor(s): Buddi US, LLC

Street Address or P.O. Box: 2536 Countryside Blvd, Suite 400

City, State, Zip Code: Clearwater, FL 33763

I certify that the above information is complete and correct to the best of my knowledge

Signature:


Kyle Chapin (May 15, 2025 09:38 EDT)

Title of Authorized Official: President, Buddi US

Date: 05/15/2025

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."










SMC Probation_Buddi US, LLC_Electronic Monitoring Contract

Final Audit Report

2025-05-15

Created:	2025-05-13
By:	Vivien Huynh (vhuynh@smcgov.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAANOKPQWJAG6xbkyHdJ66qselCm4TT48Oa

"SMC Probation_Buddi US, LLC_Electronic Monitoring Contract" History

-  Document created by Vivien Huynh (vhuynh@smcgov.org)
2025-05-13 - 0:12:24 AM GMT- IP address: 136.226.78.90
-  Document emailed to kyle@buddi.us for signature
2025-05-13 - 0:31:30 AM GMT
-  Email viewed by kyle@buddi.us
2025-05-13 - 0:31:38 AM GMT- IP address: 52.1.140.55
-  Email viewed by kyle@buddi.us
2025-05-14 - 10:29:33 AM GMT- IP address: 52.1.140.55
-  Agreement modified by Vivien Huynh (vhuynh@smcgov.org)
2025-05-14 - 7:16:23 PM GMT
-  Agreement modified acknowledged by kyle@buddi.us
2025-05-15 - 1:36:02 PM GMT
-  Signer kyle@buddi.us entered name at signing as Kyle Chapin
2025-05-15 - 1:38:57 PM GMT- IP address: 65.208.106.202
-  Document e-signed by Kyle Chapin (kyle@buddi.us)
Signature Date: 2025-05-15 - 1:38:59 PM GMT - Time Source: server- IP address: 65.208.106.202
-  Agreement completed.
2025-05-15 - 1:38:59 PM GMT