ORANGE COUNTY BOARD OF SUPERVISORS

Agenda Revisions and Supplementals

Note: *This supplemental agenda is updated daily showing items that have been added, continued, deleted or modified. No new supplemental items will be added to the agenda following close of business on Friday immediately prior to a Board meeting*.

April 14, 2026

PRESENTATIONS (9:00 A.M.)

Vice Chair Foley will be presenting a resolution recognizing Fly Friendly Program Winners

CONSENT

4. Continued to 5/19/26, 9:30 a.m.

7. Revised Title to read:
OC Public Works - Approve Final Tract Map 19326; approve Subdivision Improvement Agreement S26-111730 with TH Ranch Mission Viejo MR 16 LLC; accept bonds; accept dedication of easements for emergency access, public utility and public service vehicle ingress and egress purposes; and accept vehicular access rights to Canyon Crest and ~~Scarlet~~ *Scarlett* Road - District 5

9. Revised Title to read:
County Executive Office - Approve quitclaim deed conveying existing improvements at Strands Beach and Dana Point ~~Habor~~ *Harbor* from Headlands Reserve LLC; authorize Chief Real Estate Officer or designee to make changes under certain conditions and execute Quitclaim Deed; and make California Environmental Quality Act (CEQA) exemption findings under CEQA Guidelines Sections 15301 and 15325 - District 5

DISCUSSION

25. Continued to 4/28/26, 9:30 a.m.

34. Continued to 4/28/26, 9:30 a.m

41. Revised Title to read:
County Executive Office - Approve grant applications/awards submitted *by John Wayne Airport, Sheriff-Coroner, Health Care Agency and approve ratified grant application/award submitted by Sheriff-Coroner* in 4/14/26 report and other actions as recommended*; and adopt resolution authorizing Sheriff-Coroner or designee to execute, submit application and grant assurance to California Office of Emergency Services for FY 2025 Emergency Management Performance Grant ($664,164)* - All Districts

THE FOLLOWING AGENDA ITEMS HAVE HAD CHANGES TO THEIR RECOMMENDED ACTIONS SINCE RELEASE OF THE AGENDA TO THE PUBLIC:

Items: 7, 9 and 41

Document last updated: 4/13/2026 4:37 PM

ORANGE COUNTY BOARD OF SUPERVISORS

Agenda Revisions and Supplementals

Note: *This supplemental agenda is updated daily showing items that have been added, continued, deleted or modified. No new supplemental items will be added to the agenda following close of business on Friday immediately prior to a Board meeting*.

Supplemental Item(s)

S43A. Continued to 5/5/26, 9:30 a.m.
Chair Chaffee and Supervisor Sarmiento - Consider first reading of "An Ordinance of the County of Orange, State of California, Adding Section 7-1-3 of the Codified Ordinances of the County of Orange" relating to disclosure of subcontractors prior to building permit issuance; and set second reading and adoption for 4/28/26, 9:30 a.m.

S43B. **Chair Chaffee** - Establish LA 28 - Olympic Preparedness Ad Hoc Committee, consisting of Vice Chair Foley and Supervisor Sarmiento

S43C. **Internal Audit** - Approve subordinate contract CT-079-26010886 with Macias Gini & O'Connell, LLP for Ethics Program Audit, 4/15/26 - 4/14/27 ($71,000); and authorize County Procurement Officer or Deputized Designee to execute contract - All Districts

S43D. **County Executive Office** - Approve Memorandum of Understanding (MOU) with City of Huntington Beach for capital improvement and services, Huntington Beach Navigation Center, 4/14/26 - 6/30/26 ($500,000); and authorize County Executive Officer or designee to execute MOU - District 1

S43E. **Sheriff-Coroner -** Approve contract MA-060-25011725 with Praeses, LLC, for consultant services for Inmate Communication System services, 4/23/26 - 4/22/29 ($866,250); renewable for seven additional one-year terms; and authorize County Procurement Officer or Deputized designee to execute contract - Districts 2 and 3

S43F. **Chair Chaffee** - Approve allocation of $55,000 from Fourth District discretionary funds to The Friendly Center, Inc.; make related findings under Government Code Section 26227; authorize County Executive Officer or designee to negotiate and enter into agreement as necessary; and authorize Auditor-Controller or designee to make related payments

S43G. **Chair Chaffee** - Approve allocation of $2,000 from Fourth District discretionary funds to Anaheim High School Alumni Association, Inc.; make related findings under Government Code Section 26227; authorize County Executive Officer or designee to negotiate and enter into agreement as necessary; and authorize Auditor-Controller or designee to make related payments

S43H. **Chair Chaffee** - Approve allocation of $100,000 from Fourth District discretionary funds to Olive Community Services, Inc.; make related findings under Government Code Section 26227; authorize County Executive Officer or designee to negotiate and enter into agreement as necessary; and authorize Auditor-Controller or designee to make related payments

S43I. **Chair Chaffee** - Approve allocation of $1,500 from Fourth District discretionary funds to Dana Point Women's Club; make related findings under Government Code Section 26227; authorize County Executive Officer or designee to negotiate and enter into agreement as necessary; and authorize Auditor-Controller or designee to make related payments

Document last updated: 4/13/2026 4:37 PM

ORANGE COUNTY BOARD OF SUPERVISORS

Agenda Revisions and Supplementals

Note: *This supplemental agenda is updated daily showing items that have been added, continued, deleted or modified. No new supplemental items will be added to the agenda following close of business on Friday immediately prior to a Board meeting*.

S43J. **Chair Chaffee** - Approve allocation of $50,000 from Fourth District discretionary funds to Community Health Initiative of Orange County; make related findings under Government Code Section 26227; authorize County Executive Officer or designee to negotiate and enter into agreement as necessary; and authorize Auditor-Controller or designee to make related payments

S43K. **OC Public Works** - Approve Orange County Traffic Committee report dated 3/12/26, Item A and direct OC Sheriff-Coroner to assign adult crossing guard at intersection of Meandering Trail and Grassy Knoll Lane, Las Flores; adopt resolution approving Item B establishing 25 miles per hour speed limit on Saddle Way between Ranch Canyon and Pablo Way, Rancho Mission Viejo; approve Item C and direct OC Sheriff-Coroner to assign adult crossing guard at intersection of Foster Road and Silverwood Drive, Rossmoor; adopt resolution approving revised Orange County Traffic Committee bylaws to replace OC Development Services representative with a resident representative from First Supervisorial District; and make California Environmental Quality Act (CEQA) exemption findings under CEQA Guidelines Section 15301 - All Districts

S43L. **County Executive Office** - Approve Investment Division reorganization from Treasure-Tax Collector (TTC) to County Executive Office (CEO); direct CEO and Auditor-Controller (A-C) to facilitate necessary position, encumbrance, appropriations, revenue and net county cost changes from TTC; direct A-C to revise appropriations and revenues under Government Code Sections 29125, 29130 and 25252; direct CEO Human Resource Services to amend master position control; and authorize County Procurement Officer or Deputized designee to execute or amend agreements, documents and related changes to Investment Division as necessary - All Districts (*RA 1 & 2 4/5 vote of the members present*)

S43M. **County Executive Office** - Approve 2026 State Budget Request Priorities list; and direct staff to work with contract lobbyists and statewide trade associations to advocate for critical state budget funding - All Districts

SCS3. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Mohammed Abuershaid v. County of Orange, Orange County Superior Court Case No. 30-2022-01241335-CU-OE-CJC

SCS4. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Jose Adan Hernandez Cisneros, et al. v. County of Orange, et al., Orange County Superior Court Case No. 30-2024-01416672-CU-PA-CJC

Document last updated: 4/13/2026 4:37 PM

MEMORANDUM

To: Robin Stieler, Clerk of the Board

From: Vice Chair Katrina Foley

Supervisor, Fifth District

Date: March 31, 2026

RE: Presentation to Recognize Fly Friendly Program Winners

Please add the following presentation to the April 14, 2026 Board of Supervisors meeting:

Supervisor Foley presenting a resolution recognizing Fly Friendly Program Winners

RECEIVED
2026 APR -1 PM 12:54
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

MEMORANDUM

By the Orange County Board of Supervisors

Proclaiming and Recognizing

Fly Friendly Program

Tier X: Name

WHEREAS, John Wayne Airport (JWA) launched the Fly Friendly Program in August 2022, demonstrating a commitment to the community and the environment by encouraging general aviation jet operators to adopt best practices for noise reduction and sustainable aviation; and

WHEREAS, The Orange County Board of Supervisors provided instrumental leadership in the establishment of the Fly Friendly Program, recognizing the importance of balancing aviation operations with the well-being of the community and the environment; and

WHEREAS, Fly Friendly Program Year Four Recognition Recipient, [name], through exceptional dedication, has demonstrated a remarkable commitment to minimizing noise impacts, promoting eco-friendly aviation practices, and embracing their role as responsible corporate citizens; and

WHEREAS, Residents and visitors of Orange County can look forward to having access to seamless public charter flights on these low-noise, environmentally friendly aircraft – serving destinations across the west coast and beyond – due to [name]'s commitment, and

WHEREAS, The Orange County Board of Supervisors commends these pilots, jet operators, JWA leadership, and community advocates for their partnership in building and implementing Fly Friendly initiatives to enhance traveler experiences; and

WHEREAS, 2025 Fly Friendly Program recognition recipients, including general aviation jet operators, embrace their role as corporate citizens and responsibly abide by the latest guidelines, promoting a cleaner, healthier Orange County; and

NOW, THEREFORE BE IT RESOLVED THAT THE ORANGE COUNTY BOARD OF SUPERVISORS expresses its gratitude to [name], and all participants in the Fly Friendly Program, for their ongoing support and commitment to building quieter and more environmentally sustainable aviation practices in our community.

BOARD OF SUPERVISORS

MEMORANDUM

Date: 4-9-2026

To: Robin Stieler, Clerk of the Board

From: Chairman Doug Chaffee, Fourth District

Subject: Continuance of Agenda Item 4

Please continue agenda item 4 from the April 14 meeting to May 19, 2026.

RECEIVED
2026 APR -9 PM 2:45
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

Docusign Envelope ID: FDBA8E99-FF4C-48BC-B722-488B234CA6FF

Revision to ASR and/or Attachments

RECEIVED
2026 APR -9 PM 12:05
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

Date: 4/7/26

To: Clerk of the Board of Supervisors

CC: County Executive Office Signed by: Michelle Aguirre

From: **Kevin Onuma, Director of OC Public Works** DocuSigned by: Kevin Onuma 6637C1ABB313470...

Re: ASR Control #: 26-000010, Meeting Date 4/14/26, Item No. # 7

Subject: Approve Final Tract Map 19326

Explanation:

Revisions are required to correct the name of a street referenced in Recommended Action No. 4 and in the Background Information section to conform with the proposed Final Tract Map.

☒ Revised Recommended Action(s)

4. Accept the vehicular access rights to Canyon Crest and Scarlett Road as released and relinquished.

☒ Make modifications to the:

☐ Subject ☒ Background Information ☐ Summary ☐ Financial Impact

From the first paragraph of the Background Information:

The area depicted in Final Tract Map (FTM) 19326 is located in the southeastern portion of unincorporated Orange County, east of Ranch Canyon and north of Cow Camp Road, at the northwest corner of Lamkin Lane and Scarlett Road, within the Ranch Plan Planned Community (RPPC).

☐ Revised Attachments (attach revised attachment(s) and redlined copy(s))

CLERK OF THE BOARD

MEMORANDUM

RECEIVED
2026 APR 10 PM 4:12
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

April 10, 2026

To: Honorable Board of Supervisors

From: Jamie Ross, Assistant Clerk of the Board

Subject: Correction to Title 4/14/26, Item 9

The title of the following agenda item title has been revised due to clerical error by the Clerk of the Board:

County Executive Office - Approve quitclaim deed conveying existing improvements at Strands Beach and Dana Point *Harbor* ~~Habor~~ from Headlands Reserve LLC; authorize Chief Real Estate Officer or designee to make changes under certain conditions and execute Quitclaim Deed; and make CEQA exemption findings under CEQA Guidelines Sections 15301 and 15325 - District 5

Cc: Leon Page, County Counsel
Michelle Aguirre, CEO

Continuation or Deletion Request

Date: **4/9/2026**

To: Clerk of the Board of Supervisors

From: **Veronica Kelley, Agency Director, Health Care Agency**

Re: ASR Control #: 26-000094, Meeting Date 4/14/26 Agenda Item No. # 25

Subject: **Retroactive Assignment, Novation and Consent Amendment**

☒ Request to continue Agenda Item No. # 25 to the 4/28/26 Board Meeting.

Comments:

☐ Request deletion of Agenda Item No. # _____

Comments:

Docusign Envelope ID: 22C2A945-F5B9-43A2-8FFA-DBB089C4DEC9

Continuation or Deletion Request

Date: **4/13/2026**

To: Clerk of the Board of Supervisors

From: **An Tran, Director, Social Services Agency** DS

Re: ASR Control #: 25-000487, Meeting Date 4/14/26 Agenda Item No. # 34

Subject: **Approve Contract for Sexual Abuse Counseling Services**

☒ Request to continue Agenda Item No. # 34 to the 4/28/2026 Board Meeting.

Comments: SSA is requesting to continue ASR 25-000487 item #34 from the 4/14/2026 Board Meeting to the 4/28/2026 Board Meeting. Thank you.

☐ Request deletion of Agenda Item No. # _____

Comments:

AGENDA STAFF REPORT

Agenda Item 41

ASR Control 25-000864

MEETING DATE:	04/14/26
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	County Executive Office (Approved)
DEPARTMENT CONTACT PERSON(S):	Peter DeMarco (714) 834-5777
	Charles Dulac (714) 834-3141

SUBJECT: Grant Applications/Awards Report

CEO CONCUR	**COUNTY COUNSEL REVIEW**	**CLERK OF THE BOARD**
Concur	Approved Resolution to Form	Discussion 3 Votes Board Majority

Budgeted: N/A **Current Year Cost:** N/A **Annual Cost:** N/A

Staffing Impact: No **# of Positions:** **Sole Source:** N/A

Current Fiscal Year Revenue: N/A

Funding Source: N/A **County Audit in last 3 years:** No

Levine Act Review Completed: N/A

Prior Board Action: N/A

RECOMMENDED ACTION(S):

Approve grant applications/awards as proposed and other actions as recommended.

1. Receive and File Grants Report

2. Approve Grant Application – John Wayne Airport – Airport Improvement Program (AIP) Primary & Cargo Entitlements - Airport Rescue & Fire Fighting (ARFF) Stormwater & Materials Storage Improvements – $167,103

3. Approve Grant Application – Sheriff-Coroner – FY 26/27 Boating Safety and Enforcement Equipment (BSEE) Grant – $100,000

4. Approve Grant Application – Sheriff-Coroner – FY 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation – $548,175

5. Approve Grant Application – Sheriff-Coroner – FY 2026 Surrendered and Abandoned Vessel Exchange (SAVE) Grant – $50,000

6. Approve Grant Award – Health Care Agency – Laboratory Response Network (LRN) Data Integration – $70,000.

7. Approve Grant Application and Adopt Resolution – Sheriff-Coroner – Emergency

Management Performance Grant, CFDA 97.042 – $664,164

8. Approve Ratified Grant Application – Sheriff-Coroner – 2026 World Cup Safety and Security (WCSS) Grant Program – $1,531,748

SUMMARY:

See the attached Grants Report.

BACKGROUND INFORMATION:

See the attached Grants Report.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Grants Report
Attachment B - Resolution
Attachment C - Memo

Grants Report

DRAFT

County Executive Office/Legislative Affairs

April 14, 2026
Item No: 41

County of Orange Report on Grant Applications/Awards

The Grants Report is a condensed list of grant requests by County Agencies/Departments that allows the Board of Supervisors to discuss and approve grant submittals in one motion at a Board meeting. County policy dictates that the Board of Supervisors must approve all grant applications prior to submittal to the grantor. This applies to grants of all amounts, as well as to new grants and those that have been received by the County for many years as part of an ongoing grant. Receipt of grants $50,000 or less is delegated to the County Executive Officer. Grant awards greater than $50,000 must be presented to the Board of Supervisors for receipt of funds. This report allows for better tracking of county grant requests, the success rate of our grants, and monitoring of County's grants activities. It also serves to inform Orange County's Sacramento and Washington, D.C. advocates of County grant activities involving the State or Federal Governments.

On April 14, 2026, the Board of Supervisors will consider the following actions:

RECOMMENDED ACTIONS

Approve grant applications/awards as proposed and other actions as recommended.

ACTION ITEMS:

1. Receive and File Grants Report

2. Approve Grant Application – John Wayne Airport – Airport Improvement Program (AIP) Primary & Cargo Entitlements - Airport Rescue & Fire Fighting (ARFF) Stormwater & Materials Storage Improvements – $167,103

3. Approve Grant Application – Sheriff-Coroner – FY 26/27 Boating Safety and Enforcement Equipment (BSEE) Grant – $100,000

4. Approve Grant Application – Sheriff-Coroner – FY2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation – $548,175

5. Approve Grant Application – Sheriff-Coroner – FY 2026 Surrendered and Abandoned Vessel Exchange (SAVE) Grant – $50,000

6. Approve Grant Award – Health Care Agency – Laboratory Response Network (LRN) Data Integration – $70,000

7. Approve Grant Application and Adopt Resolution – Sheriff-Coroner – Emergency Management Performance Grant, CFDA 97.042 – $664,164

8. Approve Ratified Grant Application – Sheriff-Coroner – 2026 World Cup Safety and Security (WCSS) Grant Program – $1,531,748

If you or your staff have any questions or require additional information on any of the items in this report, please contact Charles Dulac at (714) 834-3141

CEO-Legislative Affairs Office
Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	April 8, 2026
Requesting Agency/Department:	John Wayne Airport
Grant Name and Project Title:	Airport Improvement Program (AIP) Primary & Cargo Entitlements - ARFF Stormwater & Materials Storage Improvements
Sponsoring Organization/ Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	Federal Aviation Administration
Application Amount Requested:	$167,103
Application Due Date:	April 30, 2026
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	N/A
Notification Date of Funding Awarded:	N/A
Is this an Authorized Retroactive Grant Application/Award? No	
Recurrence of Grant:	Yes
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	Grant 59 - $695,527 - Vertical Conveyance Systems Improvement - Escalator I - Awarded Grant 60 - $4,277,415 - Vertical Conveyance Systems Improvement - Escalator I & IV - Awarded Grant 64 - $1,949,581 - Airport Power Generation & Distribution Upgrades - Awarded
Does this grant require CEQA findings?	No
What Type of Grant is this?	**Application** - Non Competitive
County Match?	Yes
How will the County Match be fulfilled? (Please include the specific budget)	The grant will fund eligible costs up to 80.59% ($167,103) and the grantee share is 19.41% ($40,247) which will come out of John Wayne Airport's Fund 281 - Airport Construction Fund.
Will the grant/program create new part or full-time positions?	No
Will this grant support a new or existing program?	Existing
Purpose of Grant Funds:	Provide summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.
The grant will reimburse eligible costs for the Airport Rescue & Fire Fighting (ARFF) Stormwater & Materials Storage Improvements Project. This project will enable John Wayne Airport to comply with the No Exposure	

Certification (NEC) for stormwater as described in the Industrial General Permit (State Water Board Order 2014-0057-DWQ).

On 01/13/2026, the Board approved the Grant Application request (GRNT-25-600) for $130,923. This amount was based on an initial estimate. John Wayne Airport has since received the final bid, which came in slightly higher than anticipated. Therefore, we are requesting an increase to our application amount, bringing the total to $167,103.

Board Resolution Required? **Deputy County Counsel Name:**	No

Recommended Action(s)
(Please specify below)

Authorize the Airport Director or designee to apply for the AIP Grant with the FAA and execute any forms needed in the application process. John Wayne Airport plans to return to the Board with a request to accept funding when the grant application is awarded.

Department Contact:	List the name and contact information (telephone, email) of the person to be contacted for further information.

Charlene Reynolds 949-252-5171 CReynolds@ocair.com

Name of individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant item:

Charlene Reynolds

CEO-Legislative Affairs Office
Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	April 8, 2026
Requesting Agency/Department:	Sheriff-Coroner
Grant Name and Project Title:	FY 26/27 Boating Safety and Enforcement Equipment (BSEE) Grant
Sponsoring Organization/ Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	State of California, Division of Boating and Waterways
Application Amount Requested:	$100,000
Application Due Date:	April 30, 2026
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	N/A
Notification Date of Funding Awarded:	N/A
Is this an Authorized Retroactive Grant Application/Award? No	
Recurrence of Grant:	Yes

If this is a recurring grant, please list the funding amount applied for and awarded in the past:

Year	Applied	Amount	Awarded
2021	No	$0	N/A
2022	Yes	$101,500	Yes
2023	Yes	$74,000	Yes
2024	Yes	$140,000	Yes
2025	Yes	$150,000	Yes

Does this grant require CEQA findings?	No
What Type of Grant is this?	**Application** - Competitive
County Match?	No
How will the County Match be fulfilled? (Please include the specific budget)	N/A
Will the grant/program create new part or full-time positions?	No
Will this grant support a new or existing program?	Existing
Purpose of Grant Funds:	Provide summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.

The Orange County Sheriff's Department Harbor Patrol Bureau provides continuous service to Orange County residents by patrolling 42 miles of coastline and the county's three major harbors: Newport Beach, Sunset-Huntington, and Dana Point. The unit plays a vital role in marine law enforcement, emergency response, and

public safety across coastal waters, harbors, marinas, and inland waterways. Operations frequently involve high-risk activities, such as vessel stops, water rescues, search-and-recovery missions, and multi-agency maritime coordination.
To enhance officer safety and operational effectiveness, the Harbor Patrol seeks to upgrade critical equipment, including replacing aging personal flotation devices, improving radio communication headsets, and acquiring rugged storage and transport cases to protect sensitive equipment from harsh marine conditions. These upgrades will reduce equipment failure, improve reliability, and strengthen overall readiness, supporting faster response times and safer maritime operations.

Board Resolution Required? **Deputy County Counsel Name:**	No

Recommended Action(s)
(Please specify below)

Authorize the Sheriff-Coroner, or designee, to sign all necessary FY26/27 Boating Safety and Enforcement Equipment application documents required for submitting the application to the Division of Boating and Waterways.

Department Contact:	List the name and contact information (telephone, email) of the person to be contacted for further information.

Sergeant Diamond Tann (714) 651-1907 dtann@ocsheriff.gov Deputy Ryan Skutvik (949) 425-1800 rskutvik@ocsheriff.gov

Name of individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant item:

Sergeant Diamond Tann / Deputy Ryan Skutvik

CEO-Legislative Affairs Office
Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	April 8, 2026
Requesting Agency/Department:	Sheriff-Coroner
Grant Name and Project Title:	FY2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation
Sponsoring Organization/ Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	U.S. Department of Justice, Office of Justice Programs
Application Amount Requested:	$548,175
Application Due Date:	April 28, 2026
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	N/A
Notification Date of Funding Awarded:	N/A
Is this an Authorized Retroactive Grant Application/Award? No	
Recurrence of Grant:	Yes
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	**Grant Year** / **Amount** 2020 / $365,643 2021 / $427,301 2022 / $464,954 2023 / $500,787 2024 / $454,311
Does this grant require CEQA findings?	No
What Type of Grant is this?	**Application** - Formula Program
County Match?	No
How will the County Match be fulfilled? (Please include the specific budget)	N/A
Will the grant/program create new part or full-time positions?	No
Will this grant support a new or existing program?	Existing
Purpose of Grant Funds:	Provide summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.

The Edward Byrne Memorial Justice Assistance Grant (JAG) funding provides flexible support for a broad range of activities, including law enforcement operations, prosecution and court programs, crime prevention and education, corrections and community supervision, drug treatment and enforcement, technology improvement, and victim and witness services. Through this program, OJP delivers federal leadership, funding, and critical resources to help jurisdictions address evolving public safety challenges such as violent crime, human trafficking, and the opioid crisis. The Orange County Sheriff's Department (OCSD) will act as the County fiscal agent and submit an application for all eligible jurisdictions receiving a JAG allocation. These jurisdictions include Orange County (Sheriff), Anaheim, Buena Park, Costa Mesa, Fullerton, Garden Grove, Huntington Beach, Irvine, La Habra, Newport, Orange, Placentia, Santa Ana, Stanton, Tustin, and Westminster.

Board Resolution Required? **Deputy County Counsel Name:**	No

Recommended Action(s) (Please specify below)
Authorize the Sheriff-Coroner, or designee, to submit on behalf of the County of Orange, the FY2025 Edward Byrne Memorial Justice Assistance Grant Program application and affiliated documentation to the Bureau of Justice Assistance Programs Department of Justice.

Department Contact:	List the name and contact information (telephone, email) of the person to be contacted for further information.
Jordan Jenks, Grant Specialist (714) 834-2210 jjenks@ocsheriff.gov	
Name of individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant item:
Jordan Jenks, Grant Specialist	

CEO-Legislative Affairs Office
Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	April 8, 2026
Requesting Agency/Department:	Sheriff-Coroner
Grant Name and Project Title:	FY 2026 Surrendered and Abandoned Vessel Exchange (SAVE) Grant
Sponsoring Organization/ Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	State of California, Division of Boating and Waterways
Application Amount Requested:	$50,000
Application Due Date:	April 30, 2026
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	N/A
Notification Date of Funding Awarded:	N/A
Is this an Authorized Retroactive Grant Application/Award? No	
Recurrence of Grant:	Yes
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	Fiscal Year: 2021 — Amount Awarded: $60,000 2022 — $60,000 2023 — $51,000 2024 — $50,000 2025 — Not Awarded
Does this grant require CEQA findings?	No
What Type of Grant is this?	**Application** - Competitive
County Match?	Yes
How will the County Match be fulfilled? (Please include the specific budget)	OCSD plans to meet the match requirement through in-kind contributions, such as personnel hours at base rate pay, storage fees, and other options outlined in the grant.
Will the grant/program create new part or full-time positions?	No
Will this grant support a new or existing program?	Existing
Purpose of Grant Funds:	Provide summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.

The Orange County Sheriff's Department applied for the FY 2025 Surrendered and Abandoned Vessel Exchange (SAVE) Grant but was not selected due to the competitive application process.
If awarded, the Orange County Sheriff's Department Harbor Patrol Bureau will utilize the funds to identify, mitigate, and dispose of abandoned, derelict, and unseaworthy vessels within its jurisdiction. This effort will aim to improve waterway access, protect environmental resources, reduce agency liability, and reinforce the Department's commitment to maintaining safe, clean, and accessible harbors.

Funding limitations can delay the Bureau's ability to respond efficiently to and remove abandoned and damaged vessels. This includes inspecting and addressing sunken boats that pose significant fuel and environmental hazards. These vessels often deteriorate quickly, releasing oil, fuel, and other pollutants into sensitive marine environments. They are frequently left in shallow or high-traffic areas, obstructing navigation or unlawfully occupying public tidelands. If not removed promptly, these vessels may sink, break apart, or become sites for illegal activity.

Board Resolution Required? **Deputy County Counsel Name:**	No

Recommended Action(s)
(Please specify below)

Authorize the Sheriff-Coroner, or designee, to sign all necessary FY 2026 SAVE application documents required for submitting the application to the Division of Boating and Waterways.

Department Contact:	List the name and contact information (telephone, email) of the person to be contacted for further information.

Sergeant Diamond Tann (714) 651-1907 dtann@ocsheriff.gov Deputy Ryan Skutvik (949) 425-1800 rskutvik@ocsheriff.gov

Name of individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant item:

Sergeant Diamond Tann / Deputy Ryan Skutvik

CEO-Legislative Affairs Office
Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	April 8, 2026
Requesting Agency/Department:	Health Care Agency
Grant Name and Project Title:	Laboratory Response Network (LRN) Data Integration
Sponsoring Organization/ Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	Association of Public Health Laboratories
Application Amount Requested:	$150,000
Application Due Date:	August 31, 2025
Board Date when Board Approved this Application:	August 12, 2025
Awarded Funding Amount:	$70,000
Notification Date of Funding Awarded:	April 7, 2026
Is this an Authorized Retroactive Grant Application/Award? No	
Recurrence of Grant:	No
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	N/A
Does this grant require CEQA findings?	No
What Type of Grant is this?	**Other** - Non Competitive
County Match?	No
How will the County Match be fulfilled? (Please include the specific budget)	N/A
Will the grant/program create new part or full-time positions?	No
Will this grant support a new or existing program?	Existing
Purpose of Grant Funds:	Provide summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.

The mission of the Orange County Public Health Laboratory is to protect and improve the health of Orange County residents, in collaboration with our system partners, by providing essential laboratory services in support of public health through quality, timely and accurate test results. This grant award will support the Public Health Laboratory's data modernization efforts:

- Eliminate manual/paper processes by adopting contemporary technologies
- Increase data accessibility, security and effective utilization to drive outcomes

- Reduce data silos by integrating data from various sources into a centralized repository or unified data ecosystem

On April 7, 2026, the Health Care Agency (HCA) recieved an award notification with a no-cost extension for the award amount of $70,000. HCA is now seeking Board approval to accept the award to begin work immediately and authority to execute the no-cost extension with APHL prior to the expiration of the grant term.

Board Resolution Required? **Deputy County Counsel Name:**	N/A

Recommended Action(s)
(Please specify below)

1. The Health Care Agency requests that the Board of Supervisors approve the Recommended Action authorizing the Agency to accept this award for the term of January 5, 2026, to May 31, 2026, and delegate authority to the Health Care Agency Director, or designee, to execute the award and any forms needed for this award.

2. Authorize the Health Care Agency Director, or designee, to execute such future amendments to the application referenced above that do not change the application amount by more than 10% of the original amount and/or make immaterial changes to the scope of work.

Department Contact:	List the name and contact information (telephone, email) of the person to be contacted for further information.
Jenna Sarin 714-834-4099 jsarin@ochca.com Anza Vang 714-796-0404 AVang@ochca.com	
Name of individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant item:
Veronica Kelley	

CEO-Legislative Affairs Office
Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	April 8, 2026
Requesting Agency/Department:	Sheriff-Coroner
Grant Name and Project Title:	Emergency Management Performance Grant, CFDA 97.042
Sponsoring Organization/ Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	Department of Homeland Security (DHS); California Office of Emergency Services (Cal OES)
Application Amount Requested:	$664,164
Application Due Date:	April 30, 2026
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	N/A
Notification Date of Funding Awarded:	N/A
Is this an Authorized Retroactive Grant Application/Award? No	
Recurrence of Grant:	Yes
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	

Grant Year	Amount
2021	$770,032
2021	$84,054 ARPA
2022	$937,117
2023	$750,854
2024	$669,946

Does this grant require CEQA findings?	No
What Type of Grant is this?	**Application** - Offered by the federal government to previous recipients
County Match?	Yes
How will the County Match be fulfilled? (Please include the specific budget)	Net County Cost Cash Match
Will the grant/program create new part or full-time positions?	No
Will this grant support a new or existing program?	Existing
Purpose of Grant Funds:	Provide summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.

The purpose of the Emergency Management Performance Grant (EMPG) Program is to provide federal funds to states to assist state, local, and tribal governments in preparing for all hazards. Funds provided under the EMPG

must be used to support activities that contribute to the Operational Area's capability to prevent, prepare for, mitigate against, respond to, and recover from emergencies and disasters, whether natural or man-made. The grant-funded activities are a continuation of services funded by previous grant cycles. The goals described in the grant application relate to emergency management, organizational and enterprise enhancement, risk and vulnerability management, and enhanced customer and stakeholder services.
On July 28, 2025, the U.S. Department of Homeland Security released the FY 2025 EMPG Notice of Funding Opportunity. California was allocated $24,392,241, a decrease of $73,551 from the FY 2024 EMPG allocation of $24,465,792. Orange County has been allocated $664,164 in funding.

This grant includes a pass-through amount of $315,478 designated for local cities. These funds are distributed on a population basis to cities that wish to apply and complete the required activities. Participating cities will provide the match to pass-through funds. The Operational Area Executive Board has reviewed and approved the proposed application budget and required activities during their quarterly meeting on November 12, 2025.

The federal performance period for this award is from July 1, 2025, through June 30, 2027.

This grant has not been reviewed under the County Audit in the past three years.

Board Resolution Required?	Yes
Deputy County Counsel Name:	Senior Deputy County Counsel, Annie Loo

Recommended Action(s)
(Please specify below)

1. Authorize Sheriff-Coroner, or designee, to sign all necessary application documents required for the submission of the application and support documentation to Cal OES.
2. Adopt a resolution authorizing the Sheriff-Coroner, or specified designee, to execute any actions necessary for the purposes of obtaining federal financial assistance provided by DHS and sub-granted through Cal OES, if those actions do not materially change the terms or amount of the County's commitment as is reflected in the above-referenced grant application and assurances.

A Board of Supervisors Resolution is required to appoint an agent authorized to execute any actions necessary for the submission of the application and supporting documentation.

Department Contact:	List the name and contact information (telephone, email) of the person to be contacted for further information.

Michelle Anderson (714) 628-7054 manderson@ocsheriff.gov Lee Kaser (714) 628-7081 lkaser@ocsheriff.gov

Name of individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant item:

Michelle Anderson

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
April 14, 2026

WHEREAS, the U.S. Department of Homeland Security, through the California Office of Emergency Services, is providing Fiscal Year 2025 Emergency Management Performance Grant funding to local Operational Areas to provide resources to sustain and enhance all-hazards emergency management capabilities;

NOW, THEREFORE, BE IT RESOLVED that this Board authorizes the following positions to execute and submit to the California Office of Emergency Services, on behalf of the County of Orange, the Fiscal Year 2025 Emergency Management Performance Grant application for assistance in the amount of $664,164 and grant assurances:

- Sheriff-Coroner
- Undersheriff
- Assistant Sheriff
- Executive Director

BE IT FURTHER RESOLVED this Board authorizes the above-listed positions to execute, on behalf of the County of Orange, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the U.S. Department of Homeland Security and sub-granted through the State of California, if those actions do not materially change the terms or amounts of the County's commitment as it is reflected in the above-referenced grant application and assurances.

BE IT FURTHER RESOLVED that this Board will provide 100% funding match to any grant funds awarded to and retained by the County of Orange if a grant award is approved and received.

Docusign Envelope ID: 97BFED48-596F-4751-A79B-5B4761B38FA3

Attachment C

ORANGE COUNTY SHERIFF'S DEPARTMENT

EXTERNAL MEMO

Signed by:
Michelle Aguirre
1B08898A0E6A4FA...

To: Michelle Aguirre, County Executive Officer
From: Don Barnes, Sheriff-Coroner
Date: April 6, 2026
RE: Ratified Request to Apply for the 2026 World Cup Safety and Security (WCSS) Grant Program

The Sheriff-Coroner Department requests that the County Executive Officer place the subject grant application on April 14, 2026, Board of Supervisors Meeting Agenda. The Sheriff requests ratified approval to apply for $1,531,748 from the World Cup Safety and Security (WCSS) Grant Program. The Notice of Funding Opportunity (NOFO) was released on March 16, 2026, with an application deadline of March 31, 2026. Due to this limited timeframe, there were no scheduled Board of Supervisors meetings between the release date and the application deadline to obtain prior approval. To ensure eligibility and avoid forfeiting the opportunity to secure funding, the Orange County Sheriff's Department submitted the grant application within the required timeframe.

The 2026 WCSS Grant Program is provided by the FIFA World Cup Grant Program (FWCGP), administered by the U.S. Department of Homeland Security through the Federal Emergency Management Agency's Grant Programs Directorate. The WCSS grant program provides federal funding to enhance security and preparedness for the 2026 FIFA World Cup events in the United States. The funding from the FWCGP will be allocated through the Los Angeles Host City, which is the primary recipient of the grant. The Los Angeles Host City will then distribute the funds to the Orange County Sheriff's Department, which will act as a subrecipient.

Grant funds will support planning, preparedness, and operational delivery of the 2026 FIFA World Cup in the Los Angeles Host City region. This funding will also support overtime costs for Orange County Sheriff's Department personnel assigned to World Cup-related operations, enabling deployment to high-security locations such as team hotels and training sites, and providing security escorts for teams traveling to and from host venues. These efforts ensure a coordinated law enforcement presence to mitigate risks and maintain public safety.

If you have any questions about this grant, please contact Miriam Torrez, Fiscal Administrator, at (714) 834-4347 or mtorrez@ocsheriff.gov.

c: Executive Director Brian Wayt, Administrative Services Command
Financial Director Noma M. Crook, Financial/Administrative Services Division
Lorena Murillo, Senior Fiscal Manager
Miriam Torrez, Fiscal Administrator

CEO-Legislative Affairs Office
Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	April 8, 2026
Requesting Agency/Department:	Sheriff-Coroner
Grant Name and Project Title:	2026 World Cup Safety and Security (WCSS) Grant Program
Sponsoring Organization/ Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	U.S. Department of Homeland Security through the Federal Emergency Management Agency
Application Amount Requested:	$1,531,748
Application Due Date:	March 31, 2026
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	N/A
Notification Date of Funding Awarded:	N/A
Is this an Authorized Retroactive Grant Application/Award? Ratified	
Recurrence of Grant:	No
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	N/A
Does this grant require CEQA findings?	No
What Type of Grant is this?	**Application** - Formula Grant
County Match?	No
How will the County Match be fulfilled? (Please include the specific budget)	N/A
Will the grant/program create new part or full-time positions?	No
Will this grant support a new or existing program?	New
Purpose of Grant Funds:	Provide summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.
Grant funds will support planning, preparedness, and operational delivery of the 2026 FIFA World Cup in the Los Angeles Host City region. This funding will also support overtime costs for Orange County Sheriff's Department personnel assigned to World Cup-related operations, enabling deployment to high-security locations such as team hotels and training sites, and providing security escorts for teams traveling to and from host venues. These efforts ensure a coordinated law enforcement presence to mitigate risks and maintain public safety.	

Board Resolution Required? **Deputy County Counsel Name:**	No
Recommended Action(s) (Please specify below)	
Authorize the Sheriff-Coroner, or designee, to ratify approval to apply for and administer all necessary grant program documents for the 2026 World Cup Safety and Security (WCSS) Grant Program.	
Department Contact:	List the name and contact information (telephone, email) of the person to be contacted for further information.
Captain Frank Gonzalez (714) 721-1837 fgonzalez@ocsheriff.gov Deputy Grant Meyer (949) 248-3517 gmeyer@ocsheriff.gov	
Name of individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant item:
Captain Frank Gonzalez	

Continuation or Deletion Request

Date: **04/13/2026**

To: Clerk of the Board of Supervisors

From: **Chairman Doug Chaffee, Fourth District Supervisor**
Vicente Sarmiento, Second District Supervisor

Re: ASR Control #: S43A, Meeting Date 04/14/26 Agenda Item No. # S43A

Subject: **Continuation of agenda item S43A**

☒ Request to continue Agenda Item No. # S43A to the 05/05/26 Board Meeting.

Comments:

☐ Request deletion of Agenda Item No. # _____

Comments:

RECEIVED
2026 APR 13 PM 4:29
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

BOARD OF SUPERVISORS

RECEIVED
2026 APR -2 AM 11:46
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

MEMORANDUM

To: Robin Stieler, Clerk of the Board

From: Chairman Doug Chaffee, Fourth District
Supervisor Vicente Sarmiento, Second District

Date: 04/01/2026

Subject: Addition of Supplemental Item to the April 14, 2026 Board Meeting Agenda

S43A

We ask that the Board of Supervisors approve the following recommended actions at the April 14, 2026 meeting:

1. Read the title of the Ordinance.
2. Order further reading of the ordinance be waived.
3. Consider the matter.
4. Direct Ordinance be placed on agenda of the next regularly scheduled Board meeting for adoption.
5. At the next regularly scheduled meeting, consider the matter, and adopt the Ordinance.

Approval of the Subcontractor Disclosure Ordinance will amend the Orange County Codified Ordinances (Building Code) to promote safety through adherence to labor standards and transparency of subcontractors being used for certain County approved private development projects.

Agenda Item

AGENDA STAFF REPORT

S43A

ASR Control

MEETING DATE:	4/14/26
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	Chairman Doug Chaffee, Fourth District Vicente Sarmiento, Second District
DEPARTMENT CONTACT PERSON(S):	Al Jabbar (Chairman Chaffee) (714) 834-3440 Carlos Valenzuela (Supervisor Sarmiento) (714) 834-3220

SUBJECT: Approve Subcontractor Disclosure Ordinance

CEO CONCUR	**COUNTY COUNSEL REVIEW**	**CLERK OF THE BOARD**
Concur	Approved Ordinance to Form	Discussion 3 Votes Board Majority

Budgeted: N/A **Current Year Cost:** N/A **Annual Cost:** N/A

Staffing Impact: No **# of Positions:** **Sole Source:** N/A

Current Fiscal Year Revenue: N/A

Funding Source: N/A **County Audit in last 3 years:** No

Levine Act Review Completed: N/A

Prior Board Action: N/A

RECOMMENDED ACTION(S):

1. Read the title of the Ordinance.
2. Order further reading of the Ordinance be waived.
3. Consider the matter.
4. Direct Ordinance be placed on agenda of the next regularly scheduled Board meeting for adoption.
5. At the next regularly scheduled meeting, consider the matter, and adopt the Ordinance.

SUMMARY:

Approval of the Subcontractor Disclosure Ordinance will amend the Orange County Codified Ordinances (Building Code) to promote safety through adherence to labor standards and transparency of subcontractors being used for certain County approved private development projects.

BACKGROUND INFORMATION:
Currently, County regulations require that general contractors are licensed and in good standing with the Contractors State Licensing Board (CSLB). However, general contractors are not currently required to identify their subcontractors until conclusion of the job.

This limited disclosure framework creates a reliance on self-reporting which may allow the use of unlicensed or noncompliant subcontractors. This can contribute to unsafe worksite conditions, wage theft, worker exploitation, insurance fraud, and repeated violations of state and federal labor laws.

In requiring disclosure of subcontractors before the project begins, the County's goal is to reinforce a culture of safety and legal compliance while ensuring that labor standards are upheld.

The proposed ordinance would apply to an owner or an owner's authorized agent who applies for a permit on a private project if the project meets one of the following criteria:

1. Construction of twenty (20) or more residential dwelling units;
2. Remodel or renovation of twenty (20) or more existing residential dwelling units with a project valuation of $1,000,000 or more;
3. Construction of 20,000 square feet or more of new commercial or industrial building area; or
4. Remodel or renovation of 20,000 square feet or more of commercial or industrial building area with a project valuation of $1,000,000 or more.

Under the proposed ordinance, the applicant would be required, at the time of building permit issuance, and prior to commencement of work, to complete a form signed under penalty of perjury that:

- Lists all subcontractors to be used on the project;
- Verifies that subcontractors have appropriate insurance, licenses, and federal tax identification numbers; and
- Discloses any final determinations relating to state and federal labor code violations within the prior five (5) years, from the date of application.

Benefits of Adopting the Ordinance:

- Promotes worker safety and lawful working conditions: Requiring upfront disclosure helps ensure that all subcontractors are properly licensed and insured, reducing the likelihood of unsafe job sites and protecting workers from exploitation.

- Enhances accountability and transparency: Moving from end-of-project disclosure to real-time reporting increases visibility into who is performing work on County-permitted projects and discourages the use of unlicensed or noncompliant subcontractors.

- Encourages compliance with labor laws: Requiring disclosure of prior violations creates an added incentive for contractors and subcontractors to maintain good standing and avoid repeat offenses.

CEQA COMPLIANCE:
N/A

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

REVIEWING AGENCIES:

Office of County Counsel

ATTACHMENT(S):

Attachment A – Proposed Subcontractor Disclosure Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA, ADDING SECTION 7-1-3 OF THE CODIFIED ORDINANCES OF THE COUNTY OF ORANGE

WHEREAS, pursuant to Title 7, Division 1 of the Orange County Codified Ordinances, (Building Regulations), the Board of Supervisors ("Board") of the County of Orange, has adopted, by reference, the 2025 Edition of the California Building Code that among other things, requires an owner or an owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, to make an application to the County Building Official and obtain the required permit; and

WHEREAS, the County desires to expand the scope of information disclosed by contractors performing work under permits for certain projects to include a list of subcontractors, verification that subcontractors have appropriate insurance, licenses, and federal tax identification numbers, and disclose any final determinations relating to state and federal labor code violations within the prior five (5) years from the date of application; and

WHEREAS, these disclosures are intended to recognize and promote the value of fair labor and business practices.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 7-1-3 is hereby added to read in its entirety as follows:

Sec. 7-1-3 – Disclosure of Subcontractors

(a) At the time of permit issuance, prior to commencement of work and prior to adding or replacing a subcontractor the applicant shall complete a form provided by the County's Building Division and signed under penalty of perjury that:

> (1) lists all subcontractors, whether sole proprietor, independent contractor, corporation, or other entity, to be utilized under the permit to perform the inspected work for which a license is required;
> (2) verifies that the subcontractors have appropriate workers' compensation insurance, state contractor license and category, and federal tax identification numbers;
> (3) discloses any final determinations pertaining to state and federal law code violations and any criminal convictions, judgments, and penalties paid to a government agency within the prior five (5) years from the date of application, including the nature of the violation, the result, penalties assessed, convictions, and judgments;

(4) No person shall contract or sub-contract construction work without a valid contractor's license pursuant to applicable provisions of the California Business and Professions Code.

(b) The disclosure requirements of subdivision (a) shall only apply to projects that meet one of the following criteria:

(1) Construction of twenty (20) or more residential dwelling units;
(2) Remodel or renovation of twenty (20) or more existing residential dwelling units, where the project valuation is $1,000,000, or more;
(3) Construction of 20,000 square feet or more of new commercial or industrial building area;
(4) Remodel or renovation of 20,000 square feet or more of commercial or industrial building area where the project valuation is $1,000,000, or more.

(c) At any time between permit application and final inspection, if a change occurs in any information submitted to the County pursuant to this Section, applicants or contractors shall submit updated information to the County within 72 hours of knowledge of such change, excluding weekends and Holidays.

(d) Failure to provide and update the information required by this Section shall be enforceable pursuant to Sections 1-1-34 through1-1-39 and 1-1-40, *et. seq.* of this Code and any other means provided by law including but not limited to issuance of stop work orders and withholding of final inspections.

SECTION 2. If any portion of the Ordinance, or the application of any such provision to any person or circumstance, shall be held invalid, the remainder of this Ordinance to the extent it can be given effect, of the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and to this extent the provisions of this Ordinance are severable.

SECTION 3. This Ordinance shall take effect and be in full force thirty (30) days from and after its passage, and before the expiration of fifteen (15) days after the passage thereof shall be published once in an adjudicated newspaper in the County of Orange.

BOARD OF SUPERVISORS

MEMORANDUM

Date: 4-1-2026

To: Robin Stieler, Clerk of the Board

From: Chair Doug Chaffee, Fourth District

Subject: Creation of LA28 Olympic Preparedness Ad Hoc Committee

S43B

RECEIVED
2026 APR -2 AM 11:15
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

Please include a supplemental agenda item on April 14, 2026, Board of Supervisors meeting agenda to approve the creation of LA 28 -Olympic Preparedness Ad Hoc Committee.

The committee will consist of Vice Chair Katrina Foley and Supervisor Vicente Sarmiento. The Ad Hoc Committee on Olympic Preparedness will coordinate County of Orange departments, regional partners, and community stakeholders to ensure Orange County is operationally ready to support Olympic-related activities, including public safety needs.

Docusign Envelope ID: 8C9E3E3E-56FF-492E-BBD8-B608F1CEF65E

County Executive Office

Memorandum

RECEIVED
2026 APR -8 PM 12:18
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

April 7, 2026

To: Clerk of the Board of Supervisors

From: Michelle Aguirre, County Executive Officer

Signed by: Michelle Aguirre 1B08898A0E6A4FA...

Subject: Supplemental Request According to Board Rule 21

S43C

The County Executive Office is requesting a Supplemental Agenda Staff Report for the April 14, 2026, Board Hearing.

Agency: **Internal Audit Department**
Subject: **Approval of the County's Ethics Program Audit Contract**
Districts: **All Districts**

Reason Item is Supplemental: In order to satisfy procurement requirements associated with this contract, this Agenda Staff Report and attachments were finalized after the filing deadline of the Clerk of the Board.

Justification: This item cannot be moved to another date due to the urgency in starting the audit of the County's Ethics Program. This audit supports the County's commitment to ethical conduct, strengthens governance, mitigates risk, and provides assurance to stakeholders that ethical standards are upheld. It will also address questions the Board of Supervisors raised over the County's protocols for investigating unethical behavior and recommendations related to the County's ethics program, including the County's fraud reporting hotline, as noted in the Weaver & Tidwell, L.L.P. Forensic Audit of County Contracts Phase One Report issued on March 9, 2026.

Concur: Doug Chaffee

Doug Chaffee, Chair of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel

Docusign Envelope ID: 8C9E3E3E-56FF-492E-BBD8-B608F1CEF65E

Agenda Item S43C
Clerk's Use Only _____

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE:	04/14/26
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	Internal Audit Department
DEPARTMENT HEAD REVIEW:	Digitally signed by Aggie Alonso Date: 2026.04.07 14:25:18 -07'00' *Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Aggie Alonso (714) 834-5442 Jose A. Olivo (714) 834-5509

RECEIVED
2026 APR -8 PM 12:19
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

SUBJECT: Approval of County's Ethics Program Audit Contract

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
Signed by: Michelle Aguirre 1B08898A0E6A4FA... *CEO Signature*	Approved Agreement to Form DocuSigned by: Ronnie Magsaysay C44B73F6A6EE416... *ure*	Discussion 3 Votes Board Majority

Budgeted: Yes
Current Year Cost: $17,750
Annual Cost: FY 2026-27: $53,250
Staffing Impact: No
# of Positions: N/A
Sole Source: No
Current Fiscal Year Revenue: N/A
Funding Source: GF: 100%
County Audit in last 3 years: No
Levine Act Review Completed: Yes
Prior Board Action: 6/24/2025 #20

RECOMMENDED ACTION(S)

Authorize the County Procurement Officer or Deputized designee to execute a contract with Macias Gini & O'Connell LLP to conduct an audit of the County's Ethics Program, effective April 15, 2026, through April 14, 2027, in an amount not to exceed $71,000.

SUMMARY:

Approval of the contract with Macias Gini & O'Connell LLP will allow the Internal Audit Department to outsource an audit of the County's Ethics Program, in accordance with their FY 2025-26 Risk Assessment and Audit Plan approved by the Board of Supervisors at its June 24, 2025 meeting.

Docusign Envelope ID: 8C9E3E3E-56FF-492E-BBD8-B608F1CEF65E

BACKGROUND INFORMATION:

An ethics program evaluation supports the County's commitment to ethical conduct, strengthens governance, mitigates risk, and provides assurance to stakeholders that ethical standards are upheld. On June 24, 2025, the Board of Supervisors' (Board) approved the Internal Audit Department's (IAD) Fiscal Year (FY) 2025-26 Risk Assessment and Audit Plan (Audit Plan), which is a comprehensive plan that details audits to be completed in the upcoming fiscal year, and included an audit of the County's Ethics Program. In addition, the recent Forensic Audit of County Contracts Phase One Report that Weaver & Tidwell, L.L.P. issued on March 9, 2026, included recommendations related to the County's ethics program, including the County's fraud reporting hotline. Due to staffing limitations and other high-priority audits including Board-directed audits, the IAD identified the need to outsource the audit.

In 2025, IAD collaborated with the County Procurement Office (CPO) to conduct a formal Request for Proposals to evaluate audit firms and establish Regional Cooperative Agreements (RCAs) with qualified firms for audit services. The resulting RCAs were executed under Deputized Procurement Agent authority. IAD solicited quotes from Macias Gini & O'Connell LLP (MGO) and Crowe LLP to establish a subordinate contract to conduct an audit of the County's Ethics Program, and only received a quote from MGO. MGO is a reputable CPA firm that has familiarity with County operations and risk assessment expertise, and has provided services to the County in the areas of financial audits, IT risk assessment consulting, and performance audits. See Attachment A for IAD's subordinate contract with MGO, and Attachment B for their respective quote.

IAD now requests Board approval of the contract with MGO (Attachment C), effective April 15, 2026, through April 14, 2027, for the amount of $71,000, as noted in the Recommended Action. The proposed service contract requires Board approval because MGO was awarded contracts totaling $129,500 in FY 2025-26, and the cumulative annual awards to MGO exceed the $200,000 threshold that the Board can delegate to the purchasing agent, in accordance with Government Code Section 25502.5.

The Orange County Preference Policy is not applicable to this contract award, and the contract does not include subcontractors or pass through to other providers. An analysis was completed to verify the contract provides the County with persons specially trained, experienced, expert, and competent to perform the special services in accordance with the law. See Attachment D for the Contract Summary.

The IAD has collaborated with the County Procurement Office to verify there are no concerns that must be addressed with respect to MGO's ownership/name, litigation status or conflicts with County interests. The IAD has also collaborated with CPO to conduct a due diligence check as required by the Contract Policy Manual.

FINANCIAL IMPACT:

Appropriations for this Contract are not included in the current Fiscal Year 2025-26 Budget (Budget Control 079). However, IAD will absorb the Contract cost and, if needed, will work with the County Executive Office on additional funding. Appropriations for FY 2026-27 Contract costs will be included in Budget Control 079.

STAFFING IMPACT:

N/A

Docusign Envelope ID: 8C9E3E3E-56FF-492E-BBD8-B608F1CEF65E

ATTACHMENT(S):

Attachment A – RCA-017-26010029 with Macias Gini & O'Connell
Attachment B – Macias Gini & O'Connell Quote for Audit of County's Ethics Program
Attachment C – Contract No. CT-079-26010886 with Macias Gini & O'Connell
Attachment D – Contract Summary Form

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

Contract RCA-017-26010029

For

Audit Services

Between

County of Orange

And

Macias Gini & O'Connell LLP

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

RCA-017-26010029
BETWEEN
COUNTY OF ORANGE
AND
Macias Gini & O'Connell LLP
FOR
Audit Services

This Contract RCA-017-26010029 for Audit Services (Contract) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California ("County"), and Macias Gini & O'Connell LLP, a State of California Partnership (Contractor), with County and Contractor sometimes referred to as Party or collectively as Parties.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work

Attachment B – Payment and Compensation

Attachment C – Key Personnel/Staffing Plan

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Audit Services under a usage Contract; and,

WHEREAS, County solicited Contract for Audit Services as set forth herein, and Contractor represented that it is qualified to provide Audit Services to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide Audit Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and,

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

GENERAL TERMS AND CONDITIONS

1. Governing Law and Venue:

This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

2. Entire Contract:

This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Procurement Agent or designee.

3. Amendments:

No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

4. Taxes:

Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor.

5. Delivery:

Time of delivery of commodities and services is of the essence in this Contract. County reserves the right to refuse any commodities and services and to cancel all or any part of the commodities not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for commodities shall not bind County to accept future shipments nor deprive it of the right to return commodities already accepted at Contractor's expense. Over shipments and under shipments of commodities shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all commodities or services have actually been received and accepted in writing by County.

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

6. Acceptance Payment:

Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the commodities/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

7. Warranty:

Contractor expressly warrants that the commodities covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in the Insurance and Indemnification section, and as more fully described in the Insurance and Indemnification section harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

8. Patent/Copyright Materials/Proprietary Infringement:

Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in the Insurance and Indemnification section, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

9. Assignment:

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

10. Non-Discrimination:

In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

11. Termination:

In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate Contract shall relieve County of all further obligation.

12. Consent to Breach Not Waiver:

No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

13. Independent Contractor:

Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

14. Performance Warranty:

Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other commodities/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

15. Changes:

Contractor shall make no changes in the work or perform any additional work without County's specific written approval.

16. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to, establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

17. Force Majeure:

Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

18. Confidentiality:

Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

19. Compliance with Laws:

Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of the Insurance and Indemnification section, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract.

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

20. Freight:

Prior to County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under Contract.

21. Severability:

If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

22. Attorney Fees:

In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

23. Interpretation:

This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

24. Employee Eligibility Verification:

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract 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. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

25. Audits/Inspections:

Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation,

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of Contract including, but not limited to, the costs of administering Contract. County will provide reasonable notice of such an audit or inspection.

County reserves the right to audit and verify Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to County's project manager.

26. Contingency of Funds:

Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

27. Expenditure Limit:

Contractor shall notify County of Orange assigned Deputy Procurement Agent in writing when the expenditures against Contract reach 75 percent of the dollar limit on Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on Contract unless a change order to cover those costs has been issued.

28. California Public Records Act:

Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract may be subject to disclosure pursuant to the California Public Records Act, California Government Code Section 7920.000 et seq. Contractor shall not respond to any California Public Records Act request directed at County; all responses shall be handled by County.

INDEMNIFICATION AND INSURANCE PROVISIONS

1. Indemnification

Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment. Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements of obligations created elsewhere in this Contract.

2. General Insurance Requirements

Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Five Hundred Thousand Dollars $500,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com).**

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below.

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

All insurance policies required by this Contract shall waive all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** when acting within the scope of their appointment or employment.

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

Contractor shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within ten (10) days of notification by CEO/Procurement or the agency/department procurement division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not provide acceptable Certificates of Insurance and endorsements to County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

3. Commercial General Liability

Minimum limits and coverage

$1,000,000 per occurrence; $2,000,000 aggregate

Required Coverage Forms

The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

A. An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the County of Orange its elected and appointed officials, officers, employees, and agents as Additional Insureds, or provide blanket coverage, which will state As Required by Written Contract.

B. A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

4. Automobile Liability including coverage for owned, non-owned and hired vehicles

Minimum limits and coverage

$1,000,000 combined Single Limit

Required Coverage Forms

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

5. Workers' Compensation

Minimum limits and coverage

Statutory

Required Endorsements

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents, and employees*** or provide blanket coverage, which will state ***As Required by Written Contract.***

6. Employers Liability Insurance

Minimum limits and coverage

$1,000,000 per accident or disease

7. Network Security & Privacy Liability

Minimum limits and coverage

$1,000,000 per claims-made

Required Endorsements

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

A. An Additional Insured endorsement naming the ***County of Orange, its elected and appointed officials, officers, agents, and employees*** as Additional Insureds for its vicarious liability.

B. A primary and non-contributory endorsement evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

If Contractor's Network Security & Privacy Liability is a "Claims-Made" policy, Contractor shall agree to the following:

A. The retroactive date must be shown and must be before the date of the contract or the beginning of the Contract services.

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

B. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.

C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

8. Technology Errors & Omissions

Minimum limits and coverage

$1,000,000 per claims-made; $1,000,000 aggregate

Required Endorsements

If Contractor's Technology Errors & Omissions is a "Claims-Made" policy, Contractor shall agree to the following:

A. The retroactive date must be shown and must be before the date of the contract or the beginning of the Contract services.

B. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.

C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

9. Professional/Accountants Liability

Minimum limits and coverage

$1,000,000 per claims-made or occurrence; $1,000,000 aggregate

Required Endorsements

If Contractor's Professional/Accountants Liability is a "Claims-Made" policy, Contractor shall agree to the following:

A. The retroactive date must be shown and must be before the date of the contract or the beginning of the Contract services.

B. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.

C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

ADDITIONAL TERMS AND CONDITIONS

1. Scope of Contract:

This Contract specifies contractual terms and conditions by which County will procure Audit Services Items from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".

2. Term of Contract:

This Contract shall commence upon execution of all necessary signatures and continue for three (3) calendar years from that date, unless otherwise terminated by County.

3. Renewal:

This Contract may be renewed by mutual written agreement of both Parties for two (2) years. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

4. Adjustments – Scope of Work:

No adjustments made to the Scope of Work will be authorized without prior written approval of County assigned Deputy Procurement Agent (DPA).

5. Bills and Liens:

Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article"Indemnification" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

6. Breach of Contract:

The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

A. Terminate Contract immediately, pursuant to the General Terms and Conditions section, "Termination" Article herein;

B. Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

C. Discontinue payment to the Contactor for and during the period in which Contractor is in breach; and

D. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

7. Civil Rights:

Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

8. Conflict of Interest – Contractor's Personnel:

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor, Contractor's officers, directors, employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.

Contractor shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer's child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor. While Contractor will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.

9. Conflict of Interest – County Personnel:

County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

10. W-9/W-8 Requirements:

Department of the Treasury, Internal Revenue Service Form W-9 Requirement:

Effective June 3, 2006, all Contractors, entering into a contract with the County, who are not already established in the County Financial System as an Auditor-Controller Vendor, will be required to submit to the County a federal Form W-9, or form W-8 for foreign vendors. The County will inform the Contractor, at the time of award, if the Form W-9, or W-8, will be required.

A. In order to comply with this County requirement, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the contract administrator, the County DPA, the required W-9 or W-8. *Out of State Vendors may be required to submit a 587/590 Form.*

11. Contractor's Project Manager and Key Personnel:

Contractor shall appoint a Project Manager to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by County and shall not

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

be changed without the written consent of County's Project Manager, which consent shall not be unreasonably withheld.

Contractor's Project Manager shall be assigned to this project for the duration of Contract and shall diligently pursue all work and services to meet the project time lines. County's Project Manager shall have the right to require the removal and replacement of Contractor's Project Manager from providing services to County under this Contract. County's Project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within five (5) business days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager. County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under Contract.

12. Contractor's Records:

Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from County. Storage of records in another county will require written approval from County of Orange assigned Deputy Procurement Agent.

13. Conditions Affecting Work:

Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in Contract.

14. Cooperative Contract:

This Contract is a cooperative contract and may be utilized by all County of Orange departments.

The provisions and pricing of this Contract may be extended, at the option of Contractor, to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization (the "Cooperative Program"). Parties in a Cooperative Program wishing to use this Contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any agreement entered into with another agency or entity that is entered into pursuant to the provisions and pricing of this Contract a clause that binds the parties to the agreement to "indemnify, defend with counsel approved in writing by the County of Orange, California ("County"), and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided" under the agreement.. Failure to so include this clause voids the Contract's extension to a Cooperative Program and will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

are responsible for obtaining all certificates of insurance and bonds required. The County of Orange makes no guarantee of usage by other users of this Contract.

As a cost-recovery mechanism for County, a 2 percent administrative rebate on total sales from all subordinate contracts will be paid to the County for any contracts the Contractor agrees to enter into with another agency or entity, other than the County of Orange or a department thereof, under the provisions and pricing of this Contract. The County has partnered with Pavilion, a third-party administrator, responsible for managing all reporting and payments under this Cooperative Program. The Contractor shall provide quarterly Volume Sales Reports about additional sales to other entities under the provisions and pricing of this Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price, and shall include all transactions pertaining to sales under the Contract provisions and pricing for that Reporting Period. Contractor shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Contractor to provide quarterly reports as required may be deemed by the County as a material breach of the Contract. A late penalty of 15 percent on the value of the rebate may be assessed to the Contractor for each month the payments are not received.

Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract. This Cooperative Contract provision shall survive expiration or termination of this Contract.

15. Debarment:

Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, in unable to certify to any of the statements in the certification, Contractor must include an explanation with the bid/proposal. Debarment pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department of agency may result in the bid/proposal being deemed non-responsible.

16. Data – Title To:

All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.

17. Default – Re-Procurement Costs:

In case of Contract breach by Contractor, resulting in termination by County, County may procure the commodities and services from other sources. If the cost for those commodities and services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

18. Disputes – Contract:

The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, as specified in Article titled "Notices" below, such matter shall be brought to the attention of the County DPA by way of the following process:

A. The Contractor shall submit to the agency/department assigned Deputy Procurement Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.

B. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects Contract adjustment for which Contractor believes County is liable.

Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of commodities and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County Deputy Procurement Agent or his designee. If County fails to render a decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this section shall be construed as affecting County's right to terminate Contract for cause or termination for convenience as stated in Article "Termination" herein.

19. Drug-Free Workplace:

Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor will:

A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

B. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

1. The dangers of drug abuse in the workplace;
2. The organization's policy of maintaining a drug-free workplace
3. Any available counseling, rehabilitation and employee assistance programs; and
4. Penalties that may be imposed upon employees for drug abuse violations.

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

C. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:

1. Will receive a copy of the company's drug-free policy statement; and

2. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

D. Failure to comply with these requirements may result in suspension of payments under Contract or termination of Contract or both, and Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:

1. Contractor has made false certification, or

2. Contractor violates the certification by failing to carry out the requirements as noted above.

20. EDD Independent Contractor Reporting Requirements:

Effective January 1, 2001, County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom County pays $600 or more or with whom County enters into a contract for $600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department website located at http://www.edd.ca.gov/Employer_Services.htm

The failure of Contractor to timely submit the requested data shall constitute a material breach and grounds for termination of this Contract.

21. Error and Omissions:

All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary, and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

22. Equal Employment Opportunity:

Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

23. Headings:

The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and articles, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

24. Lobbying:

On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.

25. News/Information Release:

Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from County through County's Project Manager.

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

26. Precedence:

Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

27. Substitutions:

The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

28. Subcontracting:

No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by Contractor, in whole or in part, without first obtaining the prior express written consent of County. Any attempt by Contractor to subcontract or delegate any performance of this Contract without the prior express written consent of County shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this paragraph shall be void.

In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the agreement between Contractor and subcontractor, and any agreement between Contractor and a subcontractor shall incorporate by reference the terms of this Contract. Contractor shall remain responsible for the performance of this Contract and indemnification of County notwithstanding the County's consent to Contractor's request for approval of a subcontractor. Under no circumstances shall County be required to directly monitor the performance of any subcontractor. All work performed by a subcontractor must be monitored by Contractor and must meet the approval of the County of Orange pursuant to the terms of this Contract.

29. Termination – Orderly:

After receipt of a termination notice from County of Orange, Contractor may submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination County agrees to pay Contractor for all services performed prior to termination which meet the requirements of Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of Contract.

30. Usage:

No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by County of Orange, at rates/prices listed in Contract, regardless of quantity requested.

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

31. Usage Reports:

Contractor shall submit usage reports on an annual basis to the assigned Deputy Procurement Agent of County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of Contract term, or any subsequent renewal term, if applicable.

32. Reports/Meetings:

The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.

33. Project Manager, County:

The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

34. Mandatory Kick-Off Meeting:

Upon award of the contract, the awarded vendor(s) may be required to attend a mandatory kick-off meeting with County representatives to discuss important information related to the scope of work, the contract, and the invoice payment process. A quarterly check-in meeting may be required to review any issues with the contract.

35. Permits and Licenses:

Contractor shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the permitted operation as set out herein. No permit approval or consent given hereunder by County in its governmental capacity shall affect or limit Contractor's obligations hereunder, nor shall any approvals or consents given by County as a party to this Contract, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

36. Inventory:

County has an ongoing requirement for the commodities indicated in this Contract. Contractor shall maintain a reasonable stock on hand of all commodities for delivery upon request.

37. Order Dates:

Orders may be placed during the term of Contract even if delivery may not be made until after the term of Contract. Order dates take precedence over delivery dates. Contract must clearly identify the order date on all invoices to County.

38. Notices:

Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned DPA, except through the course of the Parties' Project Managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor:	Macias Gini & O'Connell LLP
Attn:	Linda C. Hurley, Partner
Address:	500 Capitol Mall Ste 2200 Sacramento, CA 95814 111 Pacifica Ste 300 Irvine, CA 92618
Phone:	(949) 296-4340
Email:	LHurley@mgocpa.com

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

County's Project Manager: TBD	
Attn:	TBD
Address:	TBD
Phone:	TBD
Email:	TBD

cc: CEO/Procurement Services	
Attn:	David Mojarro, County DPA
Address:	400 West Civic Center Drive Santa Ana, CA 92701
Phone:	(714) 567-5025
Email:	david.mojarro@ceo.oc.gov

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

ADDITIONAL TERMS AND CONDITIONS - INFORMATION TECHNOLOGY

1. SOFTWARE LICENSE

Unless otherwise specified in the Scope of Work, the Contractor hereby grants to the County and the County accepts from the Contractor, subject to the terms and conditions of this Contract, an irrevocable, royalty-free, non-exclusive, license to use all Software of any type provided by Contractor to County.

2. COUNTY DATA

Subject to applicable law, the County shall permit the Contractor and its subcontractors to have access to, and make appropriate use of, the information or material that the County submits to the Contractor pursuant to this Contract ("County Data"), solely to the extent the Contractor requires such access and use in order to properly and appropriately perform the Services as contemplated by this Contract. The Contractor may only access and use County Data in connection with performance of its duties under this Contract or as specifically directed by the County in writing and may not otherwise use, disclose, modify, merge with other data, commercially exploit, or make any other use of County Data or take, or refrain from taking, any other action that might, in any manner or form, adversely affect or jeopardize the integrity, security, or confidentiality of County Data, except as expressly permitted herein or as expressly directed by the County in writing. The Contractor acknowledges and agrees that, as between the Parties, the County owns all right, title, and interest in, and all Intellectual Property Rights in and to, all County Data.

3. DATA LOCATION

Except where the Contractor obtains the County's prior written approval, the physical location of the Contractor's data center where County Data is stored shall be within the United States.

4. DISENTANGLEMENT PROCESS

In the event of expiration of the Term or termination of this Contract, in whole or in part, the Contractor will perform disentanglement services to transition responsibility for the provision of Services to a replacement contractor or to the County itself ("Disentanglement Services"). The Disentanglement Services shall begin on the expiration date of the Term or termination date of this Contract and, unless the Parties subsequently agree in writing to extend the Term, the Contractor shall continue to provide Disentanglement Services, in accordance with this Section or as the County reasonably requests, until the earlier of a Disentanglement satisfactory to the County has been completed or twelve (12) months after the expiration of the Term or termination date, as appropriate.

As soon as reasonably practicable after the Disentanglement Services begin, the Contractor and the County shall develop a plan in good faith that specifies the tasks to be performed by the Parties during disentanglement and the schedule for the performance of such tasks. Unless otherwise agreed by the Parties in writing, such plan shall not in any respect lessen or eliminate the Contractor's obligations under this Contract to provide all Disentanglement Services necessary and reasonably requested by the County. The plan will be developed, implemented, and concluded with full disentanglement with all due speed, not to exceed twelve (12) months.

The Parties shall cooperate fully with one another, and any replacement contractor, to facilitate a smooth transition of the Services from the Contractor to the replacement contractor or the County. The Disentanglement Services will be provided to the County by the Contractor regardless of the reason for

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

termination or expiration. The Contractor shall continue to provide the Services during disentanglement in a manner consistent with the Contractor's provision and performance of such Services during the period such Services were provided to the County hereunder, with no material interruption of the Services and no material adverse impact on the provision of the Services.

All Disentanglement Services performed by the Contractor shall be performed by the Contractor at no additional cost to the County beyond what the County would pay for the Services.

5. TRANS-BORDER DATA FLOWS

Contractor shall not transfer any County Data across a country border.

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

ADDITIONAL TERMS AND CONDITIONS - INFORMATION TECHNOLOGY SECURITY PROVISIONS

1. Contractor's Policies, Procedures, and Technical, Physical, and Administrative Safeguards:

All Contractors with access to County data and/or systems shall establish and maintain policies, procedures, and technical, physical, and administrative safeguards designed to:

A. Ensure the confidentiality, integrity, and availability of all County data and any other confidential information that the Contractor receives, stores, maintains, processes, transmits, or otherwise accesses in connection with the provision of the contracted services,

B. Protect against any threats or hazards to the security or integrity of County data, systems, or other confidential information,

C. Protect against unauthorized access, use, or disclosure of personal or County confidential information,

D. Maintain reasonable procedures to prevent, detect, respond, and provide notification to the County regarding any internal or external security breaches,

E. Ensure the return or appropriate disposal of personal information or other confidential information upon contract conclusion (or per retention standards set forth in the contract), and

F. Ensure that any subcontractor(s)/agent(s) that receives, stores, maintains, processes, transmits, or otherwise accesses County data and/or system(s) is in compliance with statements and the provisions of statements and services herein.

2. County of Orange Information Technology Security Provisions Document:

This County of Orange Information Technology Security Provisions document provides a high-level guide for contractors to understand the resiliency and cybersecurity expectations of the County. The County of Orange Security Guidelines follow the latest National Institute of Standards and Technology (NIST) 800-53 framework to ensure the highest levels of operational resiliency and cybersecurity.

Contractor, Contractor personnel, Contractor's subcontractors, any person performing work on behalf of Contractor, and all other agents and representatives of Contractor will, at all times, comply with and abide by all County of Orange Information Technology Security Provisions ("Security Provisions") that pertain to Contractor(s) in connection with the Services performed by Contractor(s) as set forth in the scope of work of this Contract. Any violations of the Security Provisions shall, in addition to all other available rights and remedies available to County, be cause for immediate termination of this Contract. Such Security Provisions include, but are not limited to, County of Orange Information Technology Security Guidelines, as applicable, and Business Associate Agreement.

Contractor shall use industry best practices and methods with regard to confidentiality, integrity, availability, and the prevention, detection, response, and elimination of threat, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County data and/or system(s) accessed in the performance of Services under this Contract.

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

3. Contractor's Information Security Program:

The Contractor shall implement and maintain a written information security program that contains reasonable and appropriate security measures designed to safeguard the confidentiality, integrity, availability, and resiliency of County data and/or system(s). The Contractor shall review and update its information security program in accordance with contractual, legal, and regulatory requirements. Contractor shall provide to County a copy of the organization's information security program and/or policies.

4. Information Access:

A. Contractor shall use appropriate safeguards and security measures to ensure the confidentiality and security of all County data. County may require all Contractor personnel, subcontractors, and affiliates approved by County to perform work under this Contract to execute a confidentiality and non-disclosure agreement concerning access protection and data security in the form provided by County. County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Contractor permit any such mechanisms to be shared or used by other than the individual Contractor personnel, subcontractor, or affiliate to whom issued. Contractor shall provide each Contractor personnel, subcontractors, or affiliates with only such level of access as is required for such individual to perform his or her assigned tasks and functions.

B. Throughout the Contract term, upon request from County but at least once each calendar year, Contractor shall provide County with an accurate, up-to-date list of those Contractor personnel and/or subcontractor personnel having access to County systems and/or County data, and the respective security level or clearance assigned to each such Contractor personnel and/or subcontractor personnel. County reserves the right to require the removal and replacement of Contractor personnel and/or subcontractor personnel at the County's sole discretion. Removal and replacement shall be performed within 14 calendar days of notification by the County.

C. All County resources (including County systems), County data, County hardware, and County software used or accessed by Contractor: (a) shall be used and accessed by such Contractor and/or subcontractors personnel solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Contractor or Contractor's personnel and subcontractors, at any time.

D. Contractor acknowledges and agrees that any failure to comply with the provisions of this paragraph shall constitute a breach of this Contract and entitle County to deny or restrict the rights of such non-complying Contractor personnel and/or subcontractor personnel to access and use the County data and/or system(s), as County in its sole discretion shall deem appropriate.

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

5. Data Security Requirements:

A. Without limiting Contractor's obligation of confidentiality as further described in this Contract, Contractor must establish, maintain, and enforce a data privacy program and an information and cyber security program, including safety, physical, and technical security and resiliency policies and procedures, that comply with the requirements set forth in this Contract and, to the extent such programs are consistent with and not less protective than the requirements set forth in this Contract and are at least equal to applicable best industry practices and standards (NIST 800-53).

B. Contractor also shall provide technical and organizational safeguards against accidental, unlawful, or unauthorized access or use, destruction, loss, alteration, disclosure, transfer, commingling, or processing of such information that ensure a level of security appropriate to the risks presented by the processing of County Data, Contractor personnel and/or subcontractor personnel and affiliates approved by County to perform work under this Contract may use or disclose County personal and confidential information only as permitted in this Contract. Any other use or disclosure requires express approval in writing by the County of Orange. No Contractor personnel and/or subcontractor personnel or affiliate shall duplicate, disseminate, market, sell, or disclose County personal and confidential information except as allowed in this Contract. Contractor personnel and/or subcontractor personnel or affiliate who access, disclose, market, sell, or use County personal and confidential information in a manner or for a purpose not authorized by this Contract may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

C. Contractor shall take all reasonable measures to secure and defend all locations, equipment, systems, and other materials and facilities employed in connection with the Services against hackers and others who may seek, without authorization, to disrupt, damage, modify, access, or otherwise use Contractor systems or the information found therein; and prevent County data from being commingled with or contaminated by the data of other customers or their users of the Services and unauthorized access to any of County data.

D. Contractor shall also continuously monitor its systems for potential areas where security could be breached. In no case shall the safeguards of Contractor's data privacy and information and cyber security program be less stringent than the safeguards used by County. Without limiting any other audit rights of County, County shall have the right to review Contractor's data privacy and information and cyber security program prior to commencement of Services and from time to time during the term of this Contract.

E. All data belongs to the County and shall be destroyed or returned at the end of the contract via digital wiping, degaussing, or physical shredding as directed by County.

6. Enhanced Security Measures:

County may, in its discretion, designate certain areas, facilities, or solution systems as ones that require a higher level of security and access control. County shall notify Contractor in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth, in reasonable detail, the enhanced security or access-control procedures, measures, or requirements that Contractor shall be required to implement and enforce, as well as the date on which such procedures and measures shall take effect.

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

Contractor shall and shall cause Contractor personnel and subcontractors to fully comply with and abide by all such enhanced security and access measures and procedures as of such date.

7. General Security Standards:

Contractor will be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems, email systems, auditing, and monitoring systems) and networks used by or for Contractor ("Contractor Systems") to access County resources (including County systems), County data or otherwise in connection with the Services and shall prevent unauthorized access to County resources (including County systems) or County data through the Contractor Systems.

A. **Contractor System(s) and Security:** At all times during the contract term, Contractor shall maintain a level of security with regard to the Contractor Systems, that in all events is at least as secure as the levels of security that are common and prevalent in the industry and in accordance with industry best practices (NIST 800-53). Contractor shall maintain all appropriate administrative, physical, technical, and procedural safeguards to secure County data from data breach, protect County data and the Services from loss, corruption, unauthorized disclosure, and from hacks, and the introduction of viruses, disabling devices, malware, and other forms of malicious and inadvertent acts that can disrupt County's access and use of County data and the Services.

B. **Contractor and the use of Email:** Contractor, including Contractor's employees and subcontractors, that are provided a County email address must only use the County email system for correspondence of County business. Contractor, including Contractor's employees and subcontractors, must not access or use personal, non-County Internet (external) email systems from County networks and/or County computing devices. If at any time Contractor's performance under this Contract requires such access or use, Contractor must submit a written request to County with justification for access or use of personal, non-County Internet (external) email systems from County networks and/or computing devices and obtain County's express prior written approval. Contractors who are not provided with a County email address, but need to transmit County data will be required to maintain and transmit County data in accordance with this Agreement.

8. Security Failures:

Any failure by the Contractor to meet the requirements of this Contract with respect to the security of County data, including any related backup, disaster recovery, or other policies, practices or procedures, and any breach or violation by Contractor or its subcontractors or affiliates, or their employees or agents, of any of the foregoing, shall be deemed a material breach of this Contract and may result in termination and reimbursement to County of any fees prepaid by County prorated to the date of such termination. The remedy provided in this paragraph shall not be exclusive and is in addition to any other rights and remedies provided by law or under the Contract.

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

9. Security Breach Notification:

A. In the event Contractor becomes aware of any act, error or omission, negligence, misconduct, or security incident including unsecure or improper data disposal, theft, loss, unauthorized use and disclosure or access, that compromises or is suspected to compromise the security, availability, confidentiality, and/or integrity of County data or the physical, technical, administrative, or organizational safeguards required under this Contract that relate to the security, availability, confidentiality, and/or integrity of County data, Contractor shall, at its own expense,

1. Immediately (or within 24 hours of potential or suspected breach), notify the County's Chief Information Security Officer and County Privacy Officer of such occurrence;
2. Perform a root cause analysis of the actual, potential, or suspected breach;
3. Provide a remediation plan that is acceptable to County within 30 days of verified breach, to address the occurrence of the breach and prevent any further incidents;
4. Conduct a forensic investigation to determine what systems, data, and information have been affected by such event; and
5. Cooperate with County and any law enforcement or regulatory officials investigating such occurrence, including but not limited to making available all relevant records, forensics, investigative evidence, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by County and/or any law enforcement or regulatory officials, and
6. Perform or take any other actions required to comply with applicable law as a result of the occurrence (at the direction of County).

B. County shall make the final decision on notifying County officials, entities, employees, service providers, and/or the general public of such occurrence, and the implementation of the remediation plan. If notification to particular persons is required under any law or pursuant to any of County's privacy or security policies, then notifications to all persons and entities who are affected by the same event shall be considered legally required. Contractor shall reimburse County for all notification and related costs incurred by County arising out of or in connection with any such occurrence due to Contractor's acts, errors or omissions, negligence, and/or misconduct resulting in a requirement for legally required notifications.

C. In the case of a breach, Contractor shall provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals.

D. Contractor shall indemnify, defend with counsel approved in writing by County, and hold County and County Indemnitees harmless from and against any and all claims, including reasonable attorney's fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from County in connection with the occurrence.

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

Notification shall be sent to:

Andrew Alipanah, MBA, CISSP
Chief Information Security Officer
721 S. Parker St.
Suite 200
Orange, CA 92868
Phone: (714) 567-7611
Andrew.Alipanah@ocit.oc.gov

Linda Le, CHPC, CHC, CHP
County Privacy Officer
721 S. Parker St.
Suite 200
Orange, CA 92868
Phone: (714) 834-4082
Linda.Le@ocit.oc.gov

10. Security Audits:

A. Contractor shall maintain complete and accurate records relating to its system and Organization Controls (SOC) Type II audits or equivalent's data protection practices, internal and external audits, and the security of any of County-hosted content, including any confidentiality, integrity, and availability operations (data hosting, backup, disaster recovery, external dependencies management, vulnerability testing, penetration testing, patching, or other related policies, practices, standards, or procedures).

B. Contractor shall inform County of any internal/external security audit or assessment performed on Contractor's operations, information and cyber security program, disaster recovery plan, and prevention, detection, or response protocols that are related to hosted County content, within sixty (60) calendar days of such audit or assessment. Contractor will provide a copy of the audit report to County within thirty (30) days after Contractor's receipt of request for such report(s).

C. Contractor shall reasonably cooperate with all County security reviews and testing, including but not limited to penetration testing of any cloud-based solution provided by Contractor to County under this Contract. Contractor shall implement any required safeguards as identified by County or by any audit of Contractor's data privacy and information/cyber security program.

D. In addition, County has the right to review Plans of Actions and Milestones (POA&M) for any outstanding items identified by the SOC 2 Type II report requiring remediation as it pertains to the confidentiality, integrity, and availability of County data. County reserves the right, at its sole discretion, to immediately terminate this Contract or a part thereof without limitation and without liability to County if County reasonably determines Contractor fails or has failed to meet its obligations under this section

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

11. Business Continuity and Disaster Recovery (BCDR):

A. For the purposes of this section, "Recovery Point Objectives" means the maximum age of files (data and system configurations) that must be recovered from backup storage for normal operations to resume if a computer, system, or network goes down as a result of a hardware, program, or communications failure (establishing the data backup schedule and strategy). "Recovery Time Objectives" means the maximum duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a loss of functionality.

B. The Contractor shall maintain a comprehensive risk management program focused on managing risks to County operations and data, including mitigation of the likelihood and impact of an adverse event occurring that would negatively affect contracted services and operations of the County. Business continuity management will enable the Contractor to identify and minimize disruptive risks and restore and recover hosted County business-critical services and/or data within the agreed terms following an adverse event or other major business disruptions. Recovery and timeframes may be impacted when events or disruptions are related to dependencies on third-parties. The County and Contractor will agree on Recovery Point Objectives and Recovery Time Objectives (as needed) and will periodically review these objectives. Any disruption to services of system will be communicated to the County within 4 hours, and every effort shall be undertaken to restore contracted services, data, operations, security, and functionality.

C. All data and/or systems and technology provided by the Contractor internally and through third-party vendors shall have resiliency and redundancy capabilities to achieve high availability and data recoverability. Contractor Systems shall be designed, where practical and possible, to ensure continuity of service(s) in the event of a disruption or outage.

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

ADDITIONAL TERMS AND CONDITIONS - INFORMATION TECHNOLOGY SECURITY GUIDELINES

All contractors who contract with the County of Orange ("County") shall work cooperatively to assist County in achieving the objectives and abide by the applicable terms under these Guidelines for all Controls one (1) thru six (6) below at all times during the term of its contract with County.

1. ASSET MANAGEMENT

Asset management establishes an organization's inventory of fixed and controlled assets and defines how these assets are managed during their lifecycle to ensure sustained productivity in support of the organization's critical services. An event that disrupts an asset can inhibit the organization from achieving its mission. An asset management program helps identify appropriate strategies that shall allow the assets to maintain productivity during disruptive events. There are four broad categories of assets: people, information, technology, and facilities.

The Cybersecurity Program strives to achieve and maintain appropriate protection of IT assets. Loss of accountability of IT assets could result in a compromise or breach of IT systems and/or a compromise or breach of sensitive or privacy data.

A. GOALS AND OBJECTIVES

1. Services are identified and prioritized.
2. Assets are inventoried, and the authority and responsibility for these assets is established.
3. The relationship between assets and the services they support is established.
4. The asset inventory is managed.
5. Access to assets is managed.
6. Information assets are categorized and managed to ensure the sustainment and protection of the critical service.
7. Facility assets supporting the critical service are prioritized and managed.

B. ASSET MANAGEMENT POLICY STATEMENTS

1. **Services Inventory**
   a. Departments and/or contractors shall maintain an inventory of its services. This listing shall be used by the department to assist with its risk management analysis.
2. **Asset Inventory – Information**
   a. All information that is created or used within the County's trusted environment in support of County business activities shall be considered the property of the County. All County property shall be used in compliance with this policy.

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

b. County information is a valuable asset and shall be protected from unauthorized disclosure, modification, or destruction. Prudent information security standards and practices shall be implemented to ensure that the integrity, confidentiality, and availability of County information are not compromised. All County information shall be protected from the time of its creation through its useful life and authorized disposal.

c. Departments and/or contractors shall establish internal procedures for the secure handling and storage of all electronically-maintained County information that is owned or controlled by the department.

3. **Asset Inventory - Technology (Devices, Software)**

a. Departments shall maintain an inventory of all department managed devices that connect to County network resources or processes, stores, or transmits County data including but not limited to:

i. Desktop computers,

ii. Laptop Computers,

iii. Tablets (iPads and Android devices),

iv. Mobile Phones (basic cell phones),

v. Smart Phones (iPhones, Blackberry, Windows Phones and Android Phones),

vi. Servers,

vii. Storage devices,

viii. Network switches,

ix. Routers,

x. Firewalls,

xi. Security Appliances,

xii. Internet of Things (IoT) devices,

xiii. Printers,

xiv. Scanners,

xv. Kiosks and Thin clients,

xvi. Mainframe Hardware, and

xvii. VoIP Phones.

b. Asset inventory shall map assets to the services they support.

c. Departments and/or contractors shall adopt a standard naming convention for devices (naming convention to be utilized as devices are serviced or purchased).

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

d. Each department and/or contractor shall ensure that all software used on County systems and in the execution of County business shall be used legally and in compliance with licensing agreements.

4. **Asset Inventory - Facilities**

   a. Departments and/or contractors shall maintain an inventory of its facilities. This listing shall be used by the department to assist with its risk management analysis.

   b. Departments and/or contractors shall identify the facilities used by its critical services.

5. **Access Controls**

   a. Departments and/or contractors shall establish a procedure that ensures only users with legitimate business needs to access County IT resources are provided with user accounts.

   b. Access to County information systems and information systems data shall be based on each user's access privileges. Access controls shall ensure that even legitimate users cannot access stored information unless they are authorized to do so. Access control should start by denying access to everything, and then explicitly granting access according to the "need to know" principle.

   c. Access to County information and County information assets should be based on the principle of "least privilege," that is, grant no user greater access privileges to the information or assets than County responsibilities demand.

   d. The owner of each County system, or their designee, provides written authorization for all internal and external user access.

   e. 1All access to internal County computer systems shall be controlled by an authentication method involving a minimum of a user identifier (ID) and password combination that provides verification of the user's identity.

   f. All County workforce members are to be assigned a unique user ID to access the network, as applicable.

   g. A user account shall be explicitly assigned to a single, named individual. No group or shared computer accounts are permissible except when necessary and warranted due to legitimate business needs. Such need shall be documented prior to account creation and accounts activated only when necessary.

   h. User accounts shall not be shared with others including, but not limited to, someone whose access has been denied or terminated.

   i. Departments and/or contractors shall conduct regular reviews of the registered users' access level privileges. System owners shall provide user listings to departments for confirmation of user's access privileges.

6. **Asset Sanitation/Disposal**

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

a. Unless approved by County management, no County computer equipment shall be removed from the premises.

b. Prior to re-deployment, storage media shall be appropriately cleansed to prevent unauthorized exposure of data.

c. Surplus, donation, disposal or destruction of equipment containing storage media shall be appropriately disposed according to the terms of the equipment disposal services contract.

d. Sanitization methods for media containing County information shall be in accordance with NSA (National Security Agency) standards (for example, clearing, purging, or destroying).

e. Disposal of equipment shall be done in accordance with all applicable County, state or federal surplus property and environmental disposal laws, regulations or policies.

2. CONTROLS MANAGEMENT

The Controls Management domain focuses on the processes by which an organization plans, defines, analyzes, and assesses the controls that are implemented internally. This process helps the organization ensure the controls management objectives are satisfied.

This domain focuses on the resilience controls that allow an organization to operate during a time of stress. These resilience controls are implemented in the organization at all levels and require various levels of management and staff to plan, define, analyze, and assess.

A. GOALS AND OBJECTIVES

1. Control objectives are established.
2. Controls are implemented.
3. Control designs are analyzed to ensure they satisfy control objectives.
4. Internal control system is assessed to ensure control objectives are met.

B. CONTROL MANAGEMENT POLICY STATEMENTS

1. **Physical and Environmental Security**

a. Procedures and facility hardening measures shall be adopted to prevent attempts at and detection of unauthorized access or damage to facilities that contain County information systems and/or processing facilities.

b. Restricted areas within facilities that house sensitive or critical County information systems shall, at a minimum, utilize physical access controls designed to permit access by authorized personnel only.

c. Physical protection measures against damage from external and environmental threats shall be implemented by all departments as appropriate.

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

d. Access to any office, computer room, or work area that contains sensitive information shall be physically restricted from unauthorized access.

e. Access points such as delivery and loading areas and other points where unauthorized persons may enter the premises shall be controlled and, if possible, isolated from information processing facilities to avoid unauthorized access. An example of this would be separating the two areas by a badge-only accessible door.

f. Continuity of power shall be provided to maintain the availability of critical equipment and information systems.

g. Power and telecommunications cabling carrying data or supporting information services shall be protected from interception or damage. Different, yet appropriate methods shall be utilized for internal and external cabling.

h. Equipment shall be properly maintained to ensure its continued availability and integrity.

i. All shared IT infrastructure by more than one department shall meet countywide security policy for facility standards, availability, access, data & network security.

2. **Network Segmentation**
NOTE: This section is applicable to Departments that manage their own network devices.

a. Segment (e.g., VLANs) the network into multiple, separate zones (based on trust levels of the information stored/transmitted) to provide more granular control of system access and additional intranet boundary defenses. Whenever information flows over a network of lower trust level, the information shall be encrypted.

b. Segment the network into multiple, separate zones based on the devices (servers, workstations, mobile devices, printers, etc.) connected to the network.

c. Create separate network segments (e.g., VLANs) for BYOD (bring your own device) systems or other untrusted devices.

d. The network infrastructure shall be managed across network connections that are separated from the business use of that network, relying on separate VLANs or, preferably, on entirely different physical connectivity for management sessions for network devices.

3. **Mobile Computing Devices**
To ensure that Mobile Computing Devices (MCDs) do not introduce threats into systems that process or store County information, departments' and/or contractors' management shall:

a. Establish and manage a process for authorizing, issuing and tracking the use of MCDs.

b. Permit only authorized MCDs to connect to County information assets or networks that store, process, transmit, or connects to County information and information assets.

c. Implement applicable access control requirements in accordance with this guideline, such as the enforcement of a system or device lockout after 15 minutes of inactivity requiring re-entering of a password to unlock.

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

d. Install an encryption algorithm that meets or exceeds industry recommended encryption standard for any MCD that will be used to store County information.

e. Ensure that MCDs are configured to restrict the user from circumventing the authentication process.

f. Provide security awareness training to County employees that informs MCD users regarding MCD restrictions.

g. Label MCDs with County address and/or phone number so that the device can be returned to the County if recovered.

h. The installation of any software, executable, or other file to any County computing device is prohibited if that software, executable, or other file downloaded by, is owned by, or was purchased by an employee or contractor with his or her own funds unless approved by the department.

4. **Personally Owned Devices**

Personal computing devices include, but are not limited to, removable media such as thumb or USB drives, external hard drives, laptop or desktop computers, cellular phones, or personal digital assistants (PDA's) owned by or purchased by employees, contract personnel, or other non-County users.

a. The connection of any computing device not owned by the County to a County network (except the Public Wi-Fi provided for public use) or computing device is prohibited unless previously approved.

b. The County authorizes the use of personal devices to access resources that do not traverse the County network directly. Such resources include County's SaaS applications. Access to some agency specific applications, e.g. applications that are subject to compliance regulations may require prior approval of the County CISO and the associated Department Head.

c. The County will respect the privacy of a user's voluntary use of a personally owned device to access County IT resources.

d. The County will only request access to the personally owned device in order to implement security controls; to respond to litigation hold (aka: e-discovery) requests arising out of administrative, civil, or criminal directives, Public Record Act requests, and subpoenas; or as otherwise required or permitted by applicable state or federal laws. Such access will be performed by an authorized technician or designee using a legitimate software process.

5. **Logon Banners and Warning Notices**

a. At the time of network login, the user shall be presented with a login banner.

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

b. All computer systems that contain or access County information shall display warning banners informing potential users of conditions of use consistent with state and federal laws.

c. Warning banners shall remain on the screen until the user takes explicit actions to log on to the information system.

d. The banner message shall be placed at the user authentication point for every computer system that contains or accesses County information. The banner message may be placed on an initial logon screen in situations where the logon provides access to multiple computer systems.

e. At a minimum, banner messages shall provide appropriate privacy and security information and shall contain information informing potential users that:

i. User is accessing a government information system for conditions of use consistent with state and federal information security and privacy protection laws.

ii. System usage may be monitored, recorded, and subject to audit.

iii. Unauthorized use of the system is prohibited and subject to criminal and civil penalties.

iv. Use of the system indicates consent to monitoring and recording.

6. **Authentication**

a. Authenticate user identities at initial connection to County resources.

b. Authentication mechanisms shall be appropriate to the sensitivity of the information contained.

c. Users shall not receive detailed feedback from the authenticating system on failed logon attempts.

7. **Passwords**

a. County approved password standards and/or guidelines shall be applied to access County systems. These standards extend to mobile devices and personally owned devices used for work.

b. 2.Passwords are a primary means to control access to systems and shall therefore be selected, used, and managed to protect against unauthorized discovery or usage. Passwords shall satisfy the following complexity rule:

i. Passwords will contain a minimum of one (1) upper case letter

ii. Passwords will contain a minimum of one (1) lower case letter

iii. Passwords will contain a minimum of one (1) number: 1- 0

iv. Passwords will contain a minimum of one (1) special character: !,@,#,$,%,^,&,*,(,)

v. Password characters will not be sequential (Do not use: ABCD , This is ok: ACDB)

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

vi. Passwords characters will not be repeated in a row (Do not use: P@$$S. This is ok: P@S)

vii. COMPLEX PASSWORD EXAMPLE: P@$SWoRd13

viii. Passphrases example: The$kyIsBlue2day

ix. Passwords cannot contain the user's full name or network login.

c. Passwords shall have a minimum length of twelve (12) characters.

d. Passwords shall not be reused for twelve (12) iterations.

e. Departments and/or contractors shall require users to change their passwords periodically (e.g., every 90 days at the maximum). Changing passwords more often than 90 days is encouraged.

f. Network and application systems shall be configured to enforce automatic expiration of passwords at regular intervals (e.g., every 90 days at the maximum) when the technology is feasible or available.

g. Newly created accounts shall be assigned a randomly generated password prior to account information being provided to the user.

h. No user shall give his or her password to another person under any circumstances. Workforce members who suspect that their password has become known by another person shall change their password immediately and report their suspicion to management.

i. Users who have lost or forgotten their passwords shall make any password reset requests themselves without using a proxy (e.g., another County employee) unless approved by management. Prior to processing password change requests, the requester shall be authenticated to the user account in question. (e.g., Verification with user's supervisor or the use of passphrases can be used for this authentication process.) New passwords shall be provided directly and only to the user in question.

j. When technologically feasible, a new or reset password shall be set to expire on its initial use at log on so that the user is required to change the provided password to one known only to them.

k. All passwords are to be treated as sensitive information.

l. User Accounts shall be locked after five consecutive invalid logon attempts within a 24-hour period. The lockout duration shall be at least 30 minutes or until a system administrator enables the user ID after investigation. These features shall be configured as indicated when the technology is feasible or available.

m. All systems containing sensitive information shall not allow users to have multiple concurrent sessions on the same system when the technology is feasible or available.

C. **Inactivity Timeout and Restricted Connection Times**

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

1. Automatic lockouts for system devices, including workstations and mobile computing devices, after no more than 15 minutes of inactivity.
2. Automated screen lockouts shall be used wherever possible using a set time increment (e.g., 15 minutes of non-activity). In situations where it is not possible to automate a lockout, operational procedures shall be implemented to instruct users to lock the terminal or equipment so that unauthorized individuals cannot make use of the system. Once logged on, workforce members shall not leave their computer unattended or available for someone else to use.
3. When deemed necessary, user logins and data communications may be restricted by time and date configurations that limit when connections shall be accepted.

D. **Account Monitoring**

1. Access to a County network and its resources shall be strictly controlled, managed, and reviewed to ensure only authorized users gain access based on the privileges granted. (e.g., Kiosks provide physical and public access to County networks. These shall be secured to ensure County resources are not accessed by unauthorized users.)
2. The control mechanisms for all types of access to County IT resources by contractors, customers or vendors are to be documented.
3. Monitor account usage to determine dormant accounts that have not been used for a given period, such as 45 days, notifying the user or user's manager of the dormancy.
4. After a longer period, such as 60 days, the account shall be disabled by the system when the technology is feasible or available.
5. On a periodic basis, such as quarterly or at least annually, departments shall require that managers match active employees and contractors with each account belonging to their managed staff. Security or system administrators shall then determine whether to disable accounts that are not assigned to active employees or contractors.

E. **Administrative Privileges**

1. Systems Administrators shall use separate administrative accounts, which are different from their end user account (required to have an individual end user account), to conduct system administration tasks.
2. Administrative accounts shall only be granted to individuals who have a job requirement to conduct systems administration tasks.
3. Administrative accounts shall be requested in writing and must be approved by the Department Head or designated representative using the Security Review and Approval Process.
4. Systems Administrator accounts that access County enterprise-wide systems or have enterprise-wide impact shall be approved by the CISO using the Security Review and Approval Process.

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

5. Systems Administrators shall use separate administrative accounts to manage Mobile Device Management (MDM) platforms but may use the local user's credentials when configuring a mobile phone or tablet device.

6. All passwords for privileged system-level accounts (e.g., root, enable, OS admin, application administration accounts, etc.) shall comply with Controls Management B.7.

F. **Remote Access**

1. Departments and/or contractors shall take appropriate steps, including the implementation of appropriate encryption, user authentication, and virus protection measures, to mitigate security risks associated with allowing users to use remote access or mobile computing methods to access County information systems.

2. Remote access privileges shall be granted to County workforce members only for legitimate business needs and with the specific approval of department management.

3. All remote access implementations that utilize the County's trusted network environment and that have not been previously deployed within the County shall be submitted to and reviewed by the County. A memorandum of understanding (MOU) shall be utilized for this submittal and review process. This is required for any Suppliers utilizing remote access to conduct maintenance.

4. Remote sessions shall be terminated after 15 minutes of inactivity requiring the user to authenticate again to access County resources.

5. All remote access infrastructures shall include the capability to monitor and record a detailed audit trail of each remote access attempt.

6. All users of County networks and computer systems are prohibited from connecting and/or activating unauthorized dial-up or broadband modems on workstations, laptops, or other computing devices that are simultaneously connected to any County network.

7. Periodic assessments shall be performed to identify unauthorized remote connections. Results shall be used to address any vulnerabilities and prioritized according to criticality.

8. Users granted remote access to County IT infrastructure shall follow all additional policies, guidelines and standards related to authentication and authorization as if they were connected locally. For example, this applies when mapping to shared network drives.

9. Users attempting to use external remote access shall utilize a County-approved multi-factor authentication process.

10. All remote access implementations that involve non-County infrastructures shall be reviewed and approved by both the department and the County. This approval shall be received prior to the start of such implementation.

11. Remote access privileges to County IT resources shall not be given to contractors and customers unless department management determines that these individuals or organizations

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

have a legitimate business need for such access. If such access is granted, it shall be limited to those privileges and conditions required for the performance of the specified work.

G. **Wireless Access**

1. Departments and/or contractors shall take appropriate steps, including the implementation of appropriate encryption, user authentication, device authentication and malware protection measures, to mitigate risks to the security of County data and information systems associated with the use of wireless network access technologies.
2. Only wireless systems that have been evaluated for security by both department management and the County shall be approved for connectivity to County networks.
3. County data that is transmitted over any wireless network shall be protected in accordance with the sensitivity of the information.
4. All access to County networks or resources via unapproved wireless communication technologies is prohibited. This includes wireless systems that may be brought into County facilities by visitors or guests. Employees, contractors, vendors and customers are prohibited from connecting and/or activating wireless connections on any computing device that are simultaneously connected to any County network, either locally or remotely.
5. Each department and/or contractor shall make a regular, routine effort to ensure that unauthorized wireless networks, access points, and/or modems are not installed or configured within its IT environments. Any unauthorized connections described above shall be disabled immediately.

H. **System and Network Operations Management**

1. Operating procedures and responsibilities for all County information processing facilities shall be formally authorized, documented, and updated.
2. Departments and/or contractors shall establish controls to ensure the security of the information systems networks that they operate.
3. Operational system documentation for County information systems shall be protected from unauthorized access.
4. System utilities shall be available to only those users who have a business case for accessing the specific utility.

I. **System Monitoring and Logging**

1. Systems operational staff shall maintain appropriate log(s) of activities, exceptions and information security events involving County information systems and services.
2. Each department and/or contractor shall maintain a log of all faults involving County information systems and services.
3. Logs shall be protected from unauthorized access or modifications wherever they reside.

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

4. The clocks of all relevant information processing systems and attributable logs shall be synchronized with an agreed upon accurate time source such as an established Network Time Protocol (NTP) service.
5. Auditing and logging of user activity shall be implemented on all critical County systems that support user access capabilities.
6. Periodic log reviews of user access and privileges shall be performed in order to monitor access of sensitive information.

J. **Malware Defenses**

1. Departments shall implement endpoint security on computing devices connected to the County network. Endpoint security may include one or more of the following software: anti-virus, anti spyware, personal firewall, host-based intrusion detection (IDS), network-based intrusion detection (IDS), intrusion prevention systems (IPS), and whitelisting and blacklisting of applications, web sites, and IP addresses.
2. Special features designed to filter out malicious software contained in either email messages or email attachments shall be implemented on all County email systems.
3. Where feasible, any computing device, including laptops and desktop PCs, that has been connected to a non-County infrastructure (including employee home networks) and subsequently used to connect to the County network shall be verified that it is free from viruses and other forms of malicious software prior to attaining connectivity to the County network.

K. **Data Loss Prevention**

1. Departments and/or contractor shall implement host-based Data Loss Prevention (DLP) to reduce the risk of data breach related to sensitive information.
2. Departments and/or contractors shall deploy encryption software on mobile devices containing sensitive.

L. **Data Transfer**

1. Agreements shall be implemented for the exchange of information between the County and other entities. As well as between departments.
2. County information accessed via electronic commerce shall have security controls implemented based on the assessed risk.

M. **Encryption**

1. The decision to use cryptographic controls and/or data encryption in an application shall be based on the level of risk of unauthorized access and the sensitivity of the data that is to be protected.
2. The decision to use cryptographic controls and/or data encryption on a hard drive shall be based on the level of risk of unauthorized access and the sensitivity of the data that is to be protected.

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

3. Where appropriate, encryption shall be used to protect confidential application data that is transmitted over open, untrusted networks, such as the Internet.
4. When cryptographic controls are used, procedures addressing the following areas shall be established by each department:
    a. Determination of the level of cryptographic controls
    b. Key management/distribution steps and responsibilities
5. Encryption keys shall be exchanged only using secure methods of communication.

N. **System Acquisition and Development**

1. Departments and/or contractors shall identify all business applications that are used by their users in support of primary business functions. This includes all applications owned and/or managed by the department as well as other business applications that are used by the department but owned and/or managed by other County organizations. All business applications used by a department shall be documented in the department's IT security plan as well as their Business Impact Analysis (BIA) for critical rating (RTO) and continuity purposes.
2. An application owner shall be designated for each internal department business application.
3. All access controls associated with business applications shall be commensurate with the highest level of data used within the application. These same access controls shall also adhere to the policy provided in Section 1.2.5: Access Controls.
4. Security requirements shall be incorporated into the evaluation process for all commercial software products that are intended to be used as the basis for a business application. The security requirements in question shall be based on requirements and standards specified in this guideline.
5. In situations where data needs to be isolated because there would be a conflict of interest, data security shall be designed and implemented to ensure that isolation.

O. **Business Requirements**

1. The business requirements definition phase of system development shall contain a review to ensure that the system shall adhere to County information security standards.

P. **System Files**

1. Operating system files, application software and data shall be secured from unauthorized use or access.
2. Clear-text data that results from testing shall be handled, stored, and disposed of in the same manner and using the same procedures as are used for production data.
3. System tests shall be performed on data that is constructed specifically for that purpose.
4. System testing shall not be performed on operational data unless the necessary safeguards are in place.

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

5. A combination of technical, procedural and physical safeguards shall be used to protect application source code from unintentional or unauthorized modification or destruction. All County proprietary information, including source code, needs to be protected through appropriate role-based access controls. An example of this is a change control tool that records all changes to source code including new development, updates, and deletions, along with check-in and check-out information.

Q. **System Development & Maintenance**

1. The development of software for use on County information systems shall have documented change control procedures in place to ensure proper versioning and implementation.
2. When preparing to upgrade any County information systems, including an operating system, on a production computing resource; the process of testing and approving the upgrade shall be completed in advance in order to minimize potential security risks and disruptions to the production environment.
3. Any outside suppliers used for maintenance that are visitors to the facility are to be escorted and monitored while performing maintenance to critical systems. This does not apply to contractors that are assigned to work at the facility.
4. Systems shall be hardened, and logs monitored to ensure the avoidance of the introduction and exploitation of malicious code.
5. All County workforce members, including contractors, shall not create, execute, forward, or introduce computer code designed to self-replicate, damage, or impede the performance of a computer's memory, storage, operating system, or application software.
6. In conjunction with other access control policies, any opportunity for information leakage shall be prevented through good system design practices.
7. Departments and/or contractors are responsible for managing outsourced software development related to department-owned IT systems.

R. **System Requirements**

1. Any system that processes or stores County Information shall:
   a. Baseline configuration shall incorporate Principle of Least Privilege and Functionality.
   b. Systems shall be deployed where feasible to utilize existing County authentication methods.
   c. Session inactivity timeouts shall be implemented for all access into and from County networks.
   d. All applications are to have access controls unless specifically designated as a public access resource.
   e. Meet the password requirements defined in Section 2.2.7: Passwords.

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

f. Strictly control access enabling only privileged users or supervisors to override system controls or the capability of bypassing data validation or editing problems.

g. Monitor special privilege access, e.g. administration accounts.

h. Restrict authority to change master files to persons independent of the data processing function.

i. Have access control mechanisms to prevent unauthorized access or changes to data, especially, the server file systems that are connected to the Internet, even behind a firewall.

j. Be capable of routinely monitoring the access to automated systems containing County Information.

k. Log all modifications to the system files.

l. Limit access to system utility programs to necessary individuals with specific designation.

m. Delete or disable all default accounts.

n. Restrict access to server file-system controls to ensure that all changes such as direct write, write access to system areas and software or service changes shall be applied only through the appropriate change control process.

o. Restrict access to server-file-system controls that allow access to other users' files.

p. Ensure that servers containing user credentials shall be physically protected, hardened and monitored to prevent inappropriate use.

S. **Procurement Controls**

1. Breach notification requirements clause to be included in new or renewal contracts for systems containing sensitive information.

2. Contractor shall report to the County within 24 hours as defined in this contract when Contractor becomes aware of any suspected data breach of contractor's or subcontractor's systems involving County's data.

3. Departments shall review all procurements and renewals for software and equipment (hosted/managed by the vendor) that transmits, stores, or processes sensitive information to ensure that contractors are aware of and are in compliance with County's cybersecurity policies, if applicable. Departments shall obtain documentation supporting the business partners, contractors, or consultants' compliance with County's cybersecurity policies such as:

   a. SOC 1 Type 2

   b. SOC 2 Type 2

   c. Security Certifications (ISO, PCI, etc.)

   d. FedRAMP certification

   e. Penetration Test Results

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

T. **IT Services Provided to Public**

1. Public access to County electronic information resources shall provide desired services in accordance with safeguards designed to protect County resources. All County electronic information resources are to be reviewed at least quarterly.

U. **Removable Media**

1. When no longer required, the contents of removable media shall be permanently destroyed or rendered unrecoverable in accordance with applicable department, County, state, or federal record disposal and/or retention requirement.

3. CONFIGURATION & CHANGE MANAGEMENT

Configuration and Change Management ("CCM") is the process of maintaining the integrity of hardware, software, firmware, and documentation related to the configuration and change management process. CCM is a continuous process of controlling and approving changes to information or technology assets or related infrastructure that support the critical services of an organization. This process includes the addition of new assets, changes to assets, and the elimination of assets.

Cybersecurity is an integral component to information systems from the onset of the project or acquisition through implementation of:

A. Application and system security

B. Configuration management

C. Change control procedures

D. Encryption and key management

E. Software maintenance, including but not limited to, upgrades, antivirus, patching and malware detection response systems

As the complexity of information systems increases, the complexity of the processes used to create these systems also increases, as does the probability of accidental errors in configuration. The impact of these errors puts data and systems that may be critical to business operations at significant risk of failure that could cause the organization to lose business, suffer damage to its reputation, or close completely. Having a CCM process to protect against these risks is vital to the overall security posture of the organization.

A. **GOALS AND OBJECTIVES**

1. The lifecycle of assets is managed.

2. The integrity of technology and information assets is managed.

3. Asset configuration baselines are established.

B. **CONFIGURATION & CHANGE MANAGEMENT POLICY STATEMENTS**

1. Changes to all information processing facilities, systems, software, or procedures shall be strictly controlled according to formal change management procedures.

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

2. Changes impacting security appliances managed by OCIT (e.g., security architecture, security appliances, County firewall, Website listings, application listings, email gateway, administrative accounts) shall be reviewed by County in accordance with the County Security Review and Approval Process.
3. Only authorized users shall make any changes to system and/or software configuration files.
4. Only authorized users shall download and/or install operating system software, service-related software (such as web server software), or other software applications on County computer systems without prior written authorization from department IT management. This includes, but is not limited to, free software, computer games and peer-to-peer file sharing software.
5. Each department and/or contractor shall develop a formal change control procedure that outlines the process to be used for identifying, classifying, approving, implementing, testing, and documenting changes to its IT resources.
6. Each department and/or contractor shall conduct periodic audits designed to determine if unauthorized software has been installed on any of its computers.
7. As appropriate, segregation of duties shall be implemented by all County departments to ensure that no single person has control of multiple critical systems and the potential for misusing that control.
8. Production computing environments shall be separated from development and test computing environments to reduce the risk of one environment adversely affecting another.
9. System capacity requirements shall be monitored, and usage projected to ensure the continual availability of adequate processing power, bandwidth, and storage.
10. System acceptance criteria for all new information systems and system upgrades shall be defined, documented, and utilized to minimize risk of system failure.

4. VULNERABILITY MANAGEMENT

The Vulnerability Management domain focuses on the process by which organizations identify, analyze, and manage vulnerabilities in a critical service's operating environment.

A. GOALS AND OBJECTIVES

1. Preparation for vulnerability analysis and resolution activities is conducted.
2. A process for identifying and analyzing vulnerabilities is established and maintained.
3. Exposure to identified vulnerabilities is managed.
4. The root causes of vulnerabilities are addressed.

B. VULNERABILITY MANAGEMENT POLICY STATEMENTS

1. Departments and/or contractors shall develop and maintain a vulnerability management process as part of its Cybersecurity Program.

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

5. CYBERSECURITY INCIDENT MANAGEMENT

Information Security Incident Management establishes the policy to be used by each department and/or contractor in planning for, reporting on, and responding to computer security incidents. For these purposes an incident is defined as any irregular or adverse event that occurs on a County system or network. The goal of incident management is to mitigate the impact of a disruptive event. To accomplish this goal, an organization establishes processes that:

- detect and identify events
- triage and analyze events to determine whether an incident is underway
- respond and recover from an incident
- improve the organization's capabilities for responding to a future incident

This domain defines management controls for addressing cyber incidents. The controls provide a consistent and effective approach to Cyber Incident Response aligned with Orange County's Cyber Incident Response Plan, to include:

- Collection of evidence related to the cyber incident as appropriate
- Reporting procedures including any and all statutory reporting requirements
- Incident remediation
- Minimum logging procedures
- Annual testing of the plan

A. GOALS AND OBJECTIVES

1. A process for identifying, analyzing, responding to, and learning from incidents is established.
2. A process for detecting, reporting, triaging, and analyzing events is established.
3. Incidents are declared and analyzed.
4. A process for responding to and recovering from incidents is established.
5. Post-incident lessons learned are translated into improvement strategies.

B. CYBERSECURITY INCIDENT MANAGEMENT POLICY STATEMENTS

1. Cybersecurity incident management procedures shall be established within each department and/or contractor to ensure quick, orderly, and effective responses to security incidents. In the event a department has not established these procedures, the department may adopt the County's Cyber Incident Response Plan. The steps involved in managing a security incident are typically categorized into six stages:
    a. System preparation

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

b. Problem identification

c. Problem containment

d. Problem eradication

e. Incident recovery

f. Lessons learned

2. The department shall act as the liaison between applicable parties during a cybersecurity incident. The department shall be the primary point of contact for all IT security issues.
3. A designated security contact for all cybersecurity incidents.
4. Departments and/or contractors shall conduct periodic (at least annually) cybersecurity incident scenario sessions for personnel associated with the cybersecurity incident handling team to ensure that they understand current threats and risks, as well as their responsibilities in supporting the cybersecurity incident handling team.
5. Departments and/or contractors shall develop and document procedures for reporting cybersecurity incidents. For example, all employees, contractors, and customers of County information systems shall be required to note and report any observed or suspected security weaknesses in systems to management. In the event a department has not established these procedures, the department may adopt the County's Cyber Incident Response Plan.
6. Each department and/or contractor shall familiarize its employees on the use of its cybersecurity incident reporting procedures.
7. Contact with local authorities, including law enforcement, shall be conducted through an organized, repeatable process that is both well documented and communicated.
8. Contact with special interest groups, including media and labor relations, shall be conducted through an organized, repeatable process that is both well documented and communicated.
9. Where a follow-up action against an entity after a cybersecurity incident shall involve civil or criminal legal action, evidence shall be collected, retained, and presented to conform to the rules for evidence as demanded by the relevant jurisdiction(s). At the Department's discretion, they may obtain the services of qualified external professionals to complete these tasks.
10. Departments shall report cybersecurity incidents to the County pursuant to the Contract.

6. SERVICE CONTINUITY MANAGEMENT

Service continuity planning is one of the more important aspects of resilience management because it provides a process for preparing for and responding to disruptive events, whether natural or man-made. Operational disruptions may occur regularly and can scale from so small that the impact is essentially negligible to so large that they could prevent an organization from achieving its mission. Services that are most important to an organization's ability to meet its mission are considered essential and are focused on first when responding to disruptions. The process of identifying and prioritizing services and the assets that support them is foundational to service continuity.

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

Service continuity planning provides the organization with predefined procedures for sustaining essential operations in varying adverse conditions, from minor interruptions to large-scale incidents. For example, a power interruption or failure of an IT component may necessitate manual workaround procedures during repairs. A data center outage or loss of a business or facility housing essential services may require the organization to recover business or IT operations at an alternate location.

The process of assessing, prioritizing, planning and responding to, and improving plans to address disruptive events is known as service continuity. The goal of service continuity is to mitigate the impact of disruptive events by utilizing tested or exercised plans that facilitate predictable and consistent continuity of essential services.

This domain defines requirements to document, implement and annually test plans, including the testing of all appropriate cybersecurity provisions, to minimize impact to systems or processes from the effects of major failures of information systems or disasters via adoption and annual testing of:

- Business Continuity Plan
- Disaster Recovery Plan
- Cyber Incident Response Plan

Business Continuity is intended to counteract interruptions in business activities and to protect critical business processes from the effects of significant disruptions. Disaster Recovery provides for the restoration of critical County assets, including IT infrastructure and systems, staff, and facilities.

A. **GOALS AND OBJECTIVES**

1. Service continuity plans for high-value services are developed.
2. Service continuity plans are reviewed to resolve conflicts between plans.
3. Service continuity plans are tested to ensure they meet their stated objectives.
4. Service continuity plans are executed and reviewed.

B. **SERVICE CONTINUITY MANAGEMENT POLICY STATEMENTS**

1. Backups of all essential electronically-maintained County business data shall be routinely created and properly stored to ensure prompt restoration.
2. Each department and/or contractor shall implement and document a backup approach for ensuring the availability of critical application databases, system configuration files, and/or any other electronic information critical to maintaining normal business operations within the department.
3. The frequency and extent of backups shall be in accordance with the importance of the information and the acceptable risk as determined by each department.
4. Departments and/or contractors shall ensure that locations where backup media are stored are safe, secure, and protected from environmental hazards. Access to backup media shall be commensurate with the highest level of information stored and physical access controls shall meet or exceed the physical access controls of the data's source systems.

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

5. Backup media shall be labeled and handled in accordance with the highest sensitivity level of the information stored on the media.
6. Departments and/or contractors shall define and periodically test a formal procedure designed to verify the success of the backup process.
7. Restoration from backups shall be tested initially once the process is in place and periodically afterwards. Confirmation of business functionality after restoration shall also be tested in conjunction with the backup procedure test.
8. Departments and/or contractors shall retain backup information only as long as needed to carry out the purpose for which the data was collected, or for the minimum period required by law.
9. Alternate storage facilities shall be used to ensure confidentiality, integrity and availability of all County systems.
10. Each department and/or contractor shall develop, periodically update, and regularly test business continuity and disaster recovery plans in accordance with the County's Business Continuity Management Policy.
11. Departments and/or contractors shall review and update their Risk Assessments (RAs) and Business Impact Analyses (BIAs) as necessary, determined by department management (annually is recommended). RAs include department identification of risks that can cause interruptions to business processes along with the probability and impact of such interruptions and the consequences to information security. A BIA establishes the list of processes and systems that the department has deemed critical after performing a risk analysis.
12. Continuity plans shall be developed and implemented to provide for continuity of business operations in the event that critical IT assets become unavailable. Plans shall provide for the availability of information at the required level and within the established Recovery Time Objective (RTO) and their location, as alternate facilities shall be used to maintain continuity.
13. Each department and/or contractor shall maintain a comprehensive plan document containing its business continuity plans. Plans shall be consistent, address information security requirements, and identify priorities for testing and maintenance. Plans shall be prepared in accordance with the standards established by the County's Business Continuity Management Policy.
14. Each department and/or contractor shall define failure prevention protocols to maintain confidentiality, integrity and availability. Departments shall automate failover procedures where applicable and maintain adequate (predictable) levels of ancillary components to meet this provision.

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

Macias Gini & O'Connell LLP, a State of California Partnership

If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

- The first corporate officer signature must be one of the following: 1) Chairman of the Board, 2) President, 3) Vice President; and
- The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer, 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Signature	Name	Title	Date
DocuSigned by: Linda Hurley A5B869A132B44F3...	Linda Hurley	Partner	3/10/2026

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

COUNTY AUTHORIZED SIGNATURE:

Signature	Name	Title	Date
DocuSigned by: David Mojarro 95DE21E0375440E...	David Mojarro	Deputy Procurement Agent	3/10/2026

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

ATTACHMENT A - SCOPE OF WORK

The County of Orange is comprised of 22 departments and over 18,000 employees. The County's core businesses are public safety, public health, environmental protection, regional planning, public assistance, social services, and aviation.

This Regional Cooperative Agreement (RCA) will allow County departments and California local and state governmental entities to issue subordinate contracts using the provisions and pricing of the RCA.

1. Project Definition

The Contractor shall be a qualified, professional auditing firm able to perform one (1) or more of the following types of audits or comparable engagements:

- Performance Audits
- Compliance Audits
- Information Technology Audits
- Internal Control Audits
- Forensic Audits
- Operational Audits

2. General Information:

The mission of the County of Orange and the Internal Audit Department (IAD) is to provide highly reliable, independent, objective evaluations and business and financial consulting services to the Board of Supervisors (Board) and County management to assist them with their important business and financial decisions. The IAD supports and assists the Board and County management in the realization of their business goals and objectives. The IAD's contribution to this effort is testing and reporting on the effectiveness of their internal control systems and processes. County management relies on these systems and processes for safeguarding the County's assets and resources, reasonable and prudent financial stewardship, accurate recording and reporting, and achieving the County's goals and objectives.

Due to limited staffing resources, the County intends to outsource certain high-priority audits within the various departments of the County.

3. Scope and Objectives

The scope and objectives may vary by audit type and engagement under each subordinate contract issued against the Regional Cooperative Agreement (RCA):

Performance Audits. The primary objectives of performance audits under this contract are to:

- Assess whether programs/operations are meeting their goals and delivering intended results as outlined in mission statements or policies.

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

- Assess the effectiveness and efficiency of operations, programs, and systems in achieving their objectives.
- Evaluate whether performance indicators are reliable and adequately measure results or outputs.
- Evaluate the proper use of resources, including personnel, finances, and materials.
- Identify opportunities for improvement in processes, systems, or resource allocation.
- Provide recommendations for enhancing the overall performance and accountability of the audited entities.

Compliance Audits. The primary objectives of compliance audits under this contract are to:

- Determine compliance with relevant laws, regulations, and industry standards.
- Evaluate effectiveness of compliance policies & procedures.
- Identify potential compliance risks and asses the department's risk management strategies.

Information Technology Audits. The primary objectives of information technology audits under this contract are to:

- Review general IT controls over computer operations, such as evaluating whether access to programs and data is limited to user's job duties, program development and changes are properly documented, tested, and approved, and change management controls/policies provide adequate protection of critical systems.
- Determine the effectiveness of IT controls in identifying risks, mitigating potential threats, and adequacy of disaster recovery/business continuity to restore departmental operability.
- Appraise the sufficiency of controls to safeguard physical, logical, and application security in IT systems and determine if assets are properly tracked, managed, and comply with best practices.

Internal Control Audits. The primary objectives of internal control audits under this contract are to:

- Review effectiveness and efficiency of departmental operations including the safeguarding of assets, reporting (internal and external, financial and non-financial), and compliance with laws, regulations, and procedures as related to the 2013 Committee of Sponsoring Organizations of the Treadway Commission (COSO) Internal Control – Integrated Framework.
- Assess the effectiveness of departmental internal controls in the areas, such as Cash Receipts & Receivables, Cash Disbursements & Payables, Purchasing & Contracts, Revolving Funds, Payroll, and Fiduciary Funds & Special Revenue Funds.

Forensic Audits. The primary objectives of forensic audits under this contract are to:

- Identify potential fraudulent transactions or activities, determine the extent of those activities, quantify losses, gather evidence, discover how the fraud was concealed, and offer preventative recommendations.

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

- Investigate allegations of asset misappropriation, quantify losses, and identify weaknesses in internal controls.
- Evaluate the effectiveness of internal controls in preventing and detecting fraud.
- Identify potential manipulations or misrepresentations in financial statements, evaluate the accuracy and completeness of financial reporting, and determine the impact of financial statement fraud.
- Investigate allegations of corruption, bribery, or other forms of illicit payments, and evaluate the effectiveness of anti-corruption policies and procedures.
- Identify fraud and evaluate compliance with applicable laws and regulations.

Operational Audits. The primary objectives of operational audits under this contract are to:

- Assess operational effectiveness and efficiency, ensure compliance with relevant laws, identify areas of operational risks and evaluate risk management procedures, and provide recommendations to optimize operations, reduce waste, and ensure alignment with strategic goals.
- Evaluate current processes and procedures to identify areas where improvement can be made, allowing operations to be more efficient or productive.

PROFESSIONAL STANDARDS

Auditing services will be conducted under the following professional standards, as appropriate:

- Government Auditing Standards issued by the United States Government Accountability Office.
- Global Internal Audit Standards issued by The Institute of Internal Auditors (IIA).
- Title 2 U.S. Code of Federal Regulations part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

DELIVERABLES

For each subordinate contract that is issued, the Contractor will prepare and submit to the Internal Audit Department Director or as designated, who shall serve as the Project Officer, agreed-upon deliverables as outlined below. Deliverables must be produced consistent with applicable industry and professional standards. If the County rejects any final report or deliverable, the County must notify the Contractor in writing of the reason for the rejection. The Contractor will have ten calendar days from date of receipt of notification to correct the deficiencies and resubmit the report or deliverable. Failure to submit acceptable work within the ten calendar days shall constitute a breach of the contract. The County will not compensate the Contractor for time spent on revisions due to incorrect and/or poorly prepared written deliverables:

Status Reports – Once every two weeks, the Contractor will prepare written reports regarding the status of the audit and submit them to the County contact or designee. The reports will include:

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

- Preliminary findings to date.
- Audit program steps completed, in progress, and not started.

Audit Program – the Contractor will prepare a written audit program with detailed audit steps (including methodology and scope) at the Project Officer's request before fieldwork commences.

Audit Engagement Letter – the Contractor will provide an Audit Engagement Letter to the auditee and the Project Officer before the Audit Entrance Meeting (see Meetings section below). The Letter will contain the following information:

- Purpose of the audit.
- Proposed audit objectives.
- Expected audit scope.
- Auditor(s) assigned to conduct the audit.
- Proposed start date.
- Any other relevant information.

Draft Audit Report – before finalizing the report, the Contractor will conduct an Audit Exit Meeting (see Meetings section below) to meet with the auditee and Project Officer to discuss their findings and recommendations, if applicable. The Contractor's draft audit report shall classify the findings as follows:

- Critical Control Weaknesses – These are audit findings or a combination of audit findings that represent critical exceptions to the audit objective(s) and/or business goals. Such conditions may involve either actual or potential large dollar errors or be of such a nature as to compromise the departments or County's reputation for integrity.
- Significant Control Weaknesses – These are audit findings or a combination of audit findings that represent a significant deficiency in the design or operation of internal controls.
- Control Findings – These are audit findings concerning the effectiveness of internal control, compliance issues, or efficiency issues that require management's corrective action to implement or enhance processes and internal control.

The audit report shall list critical control weaknesses first, followed by significant control weaknesses and then control findings.

The Contractor will submit to the Project Officer a draft report for the audit. After the draft report is approved by the Project Officer, the Contractor will send the report to the auditee and the Project Officer. The Contractor will give the auditee 30 days to prepare written responses to any applicable audit recommendations. The written responses will be incorporated into the final audit report.

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

Final Audit Report – at a minimum, the final audit report shall include these sections:

- Background (synopsis of the function/process(es) being audited).
- Objectives, Scope, and Methodology (purpose of engagement; nature, timing, and extent of audit work; scope limitations).
- Results and conclusions for each audit objective, including, and any applicable audit findings and related recommendations. The results should also include recognition of business process and internal control strengths noted during the audit.
- Recommendations.
- Management's response and corrective action plan (action to be taken, action owner, target date for completion).

The Contractor shall work with the Project Officer to address and issue the final report the department under audit and the Board of Supervisors, as applicable.

MEETINGS

Audit Entrance Conference

Within five days after issuance of the subordinate contract, the Contractor will provide the Project Officer with available dates so that he/she can arrange an entrance conference for each project, to be attended by the Contractor, the County's Department Staff and/or designated Management and the auditee. The Contractor will use the Entrance Conference to mark the official beginning of an audit; introduce auditors to key management personnel; brief the auditee on the audit process, purpose of the audit, and audit objectives.

Audit Exit Conference

Before the draft audit report is formally sent to the auditee, the Contractor will provide the Project Officer with available dates for the exit conference among the Contractor, the auditee, the County's Department Staff and/or other employee(s) deemed necessary by the County or designee. At the exit conference, the Contractor will request that the auditee provide to the Project Officer within a specified timeframe a written corrective action plan (including expected implementation dates and the party responsible for implementing the corrective actions) in response to the draft report. The parties will determine the format for the auditee's corrective action. The Contractor, in conjunction with the Project Officer, will review the auditee's corrective action plan to determine if a rebuttal is warranted. If necessary, the Contractor will prepare the rebuttal documents.

Briefings

After issuance of the final audit report, the County may request for the Contractor to present audit results to the Board of Supervisors (Board) and/or Audit Oversight Committee (AOC) during a regularly scheduled Board and/or AOC meeting. The Contractor shall work with the Project Officer to schedule the date and report results timely.

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

MILESTONE DATES

Milestone dates for each deliverable and meeting will vary by audit type and scope, and will be confirmed prior to final award and approval of each subordinate contract. For example:

A. Status Reports: 14 days after contract award and every subsequent 14 days until project completion.
B. Audit Program: 21 days after contract award.
C. Audit Engagement Letter: 25 days after contract award.
D. Audit Entrance Conference: 35 days after contract award.
E. Audit Exit Conference: 90 days after Entrance Conference.
F. Draft Audit Report: 100 days after Entrance Conference.
G. Final Audit Report: 30 days after Draft Audit Report.

PAYMENT

Payment terms are typically based on deliverables and/or milestones completed and will be mutually agreed upon prior to final project approval and subordinate contract award.

SUBMISSION OF DELIVERABLES

The Contractor will submit deliverables to:

The Contractor will submit deliverables according to each Subordinate Agreement instructions and requirements of the Contract.

Agency: (TBD)
Attn: (TBD)
Address: (TBD)
Email: (TBD)

4. ADDITIONAL WORK CLAUSE FOR APPLICABLE SERVICE CONTRACTS:

A. Additional Work:

1. Upon request, Contractor shall submit supplemental proposals for Additional Work not called for under the Scope of Work of this Contract. Contractor must obtain County Project Manager's or designee's written approval prior to commencing any additional work.

2. County reserves the right to obtain supplemental proposals from, and use, alternate sources for completion of the additional work and to utilize the data provided under this Contract to obtain necessary services.

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

3. If County authorizes work by an alternate source, Contractor may be relieved of responsibilities pertaining to the equipment affected by the project while work is being performed and during the subsequent warranty period.
4. Contractor shall continue to provide services to all areas not affected by work provided by alternate sources.
5. Upon completion of any additional work, whether by Contractor or an alternative source, County's Project Manager or designee and Contractor will inspect the finished product at no additional cost to County. Upon mutual acceptance of the additional work, Contractor shall again be responsible for all services originally covered under this Contract and the work performed under this section.

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

ATTACHMENT B - PAYMENT AND COMPENSATION

1. Compensation:

This is a usage Contract between County and Contractor for Audit Services as set forth in Attachment A, "Scope of Work".

Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles "Changes" and "Amendments" of County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

2. Fees and Charges:

A. County will pay the fees and charges in accordance with the provisions of this Contract. Payment shall be as follows:

Line Item	Description	Unit of Measure	Hourly Rate
1	Partner	Per Hour	$395.00
2	Senior Manager	Per Hour	$295.00
3	Audit Manager/Manager	Per Hour	$285.00
4	Experienced or Senior Auditors	Per Hour	$190.00
5	Administrative Assistant	Per Hour	$100.00

B. Additional Work: Any additional services not listed in the Contract must be approved by County's Project Manager or designee in accordance with Attachment "A", Section 4, A.

Approval by the Board of Supervisors is required for all service contract contracts where for any year of the contract, the annual value to any one contractor exceeds $200,000

Approval by the Board of Supervisors is required for all service contracts where the total contract value exceeds or is anticipated to exceed $1,000,000 when all contract years are taken into consideration for multi-year contracts.

3. Price Increase/Decreases:

No price increases will be considered during the first year of the Contract. County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required for consideration of such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to County of Orange. County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

fit. The net dollar amount of profit will remain firm during the period of Contract. Adjustments increasing Contractor's profit will not be allowed.

4. Firm Discount and Pricing Structure:

Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.

5. Contractor's Expense:

Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

6. Payment Terms – Payment in Arrears:

Invoices are to be submitted in **arrears** to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County of Orange for any monies paid to Contractor for goods or services not provided or when goods or services do not meet Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

7. Payment – Invoicing Instructions:

Payment – **Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

a. Contractor's name and address

b. Contractor's remittance address, if different from "A" above

c. Name of Agency/Department

d. Delivery/Service address

e. RCA-017-26010029

f. Date of order

g. Product/Service description, quantity, and prices

h. Sales tax, if applicable

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

i. Freight/Delivery Charges, if applicable

j. Total

Invoices and support documentation are to be forwarded to:

Contractor shall issue and send invoices according to each Department Subordinate Agreement instructions and requirements of the Contract.

Agency: (TBD)
Attn: (TBD)
Address: (TBD)
Email: (TBD)

8. Payment (Electronic Funds Transfer (EFT):

County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to The County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department Procurement Buyer listed in Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

Docusign Envelope ID: ED52DCE7-8B12-432A-8A54-8AE70A8FC8FC

ATTACHMENT C - KEY PERSONNEL/STAFFING PLAN

I. KEY PERSONNEL

NAME	CLASSIFICATION/ DESIGNATION	YEAR OF EXPERIENCE	YEARS WITH COMPANY	PROFESSIONAL LICENSES OR CREDENTIALS
Linda Hurley	Client Services Partner	28	28	CPA
Kyle O'Rourke	Engagement Partner	12	<1	MPA, CIA, CRMA, CGAP
Adam Wisnieski	Engagement Partner	20+	<1	CISA
Francisco Colon	Engagement Partner	25+	11	CPA, CFE, CGMA
Chris Horton	Project Manager	25	<1	Ph.D., CGFM, CIA, CRMA
Rory Vale	Project Manager	7	<1	MPA
Rebecca Haggerty	Project Manager	35+	2	CPA, CIA, CFE
Vicki Sun	Project Manager	6	<1	MEd

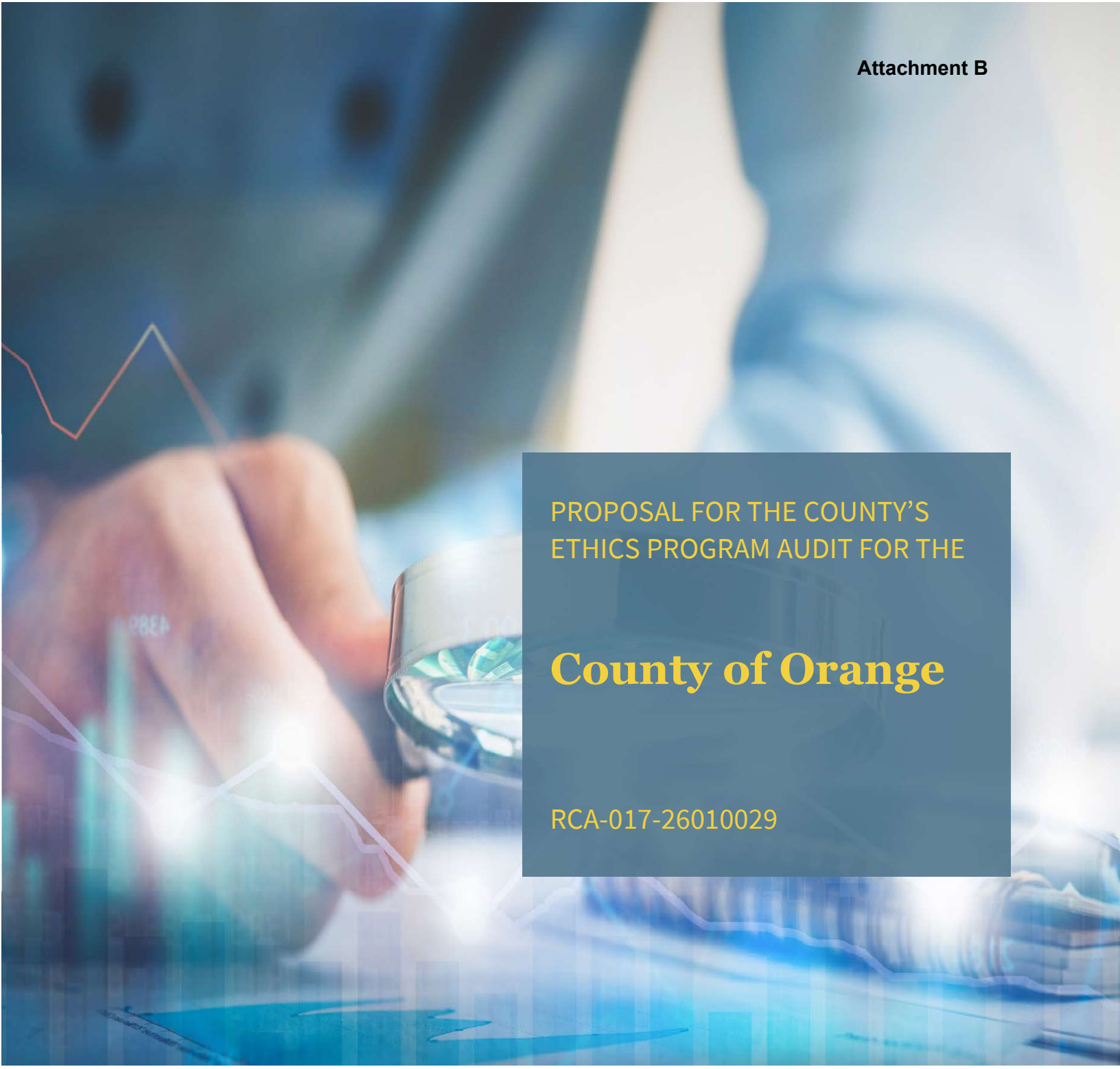
The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of County Project Manager or designee.

II. SUBCONTRACTORS

Listed below are subcontractor(s) anticipated by Contractor to perform services as specified in Attachment A. Substitution or addition of Contractor's subcontractors in any given project function shall be allowed only with prior written approval of County's Project Manager or designee.

COMPANY NAME & ADDRESS	CONTACT NAME AND TELEPHONE NUMBER	PROJECT FUNCTION
N/A	N/A	N/A

Attachment B



PROPOSAL FOR THE COUNTY'S ETHICS PROGRAM AUDIT FOR THE

County of Orange

RCA-017-26010029

Submitted by
Macias Gini and O'Connell LLP
Kyle O'Rourke, MPA, CIA, CRMA, CGAP
Partner
+1 (818) 436-4196
KOrourke@mgocpa.com

March 19, 2026

COVER LETTER

March 19, 2026

County of Orange
Attn: David Mojarro, Senior Procurement Buyer
400 W. Civic Center Drive, 5th FL
Santa Ana, CA 92701
David.Mojarro@ceo.oc.gov

On behalf of Macias Gini and O'Connell LLP (MGO, a Limited Liability Partnership), I am pleased to present our quote to the County of Orange (County) in response to the scope of work to conduct an audit of the County's Ethics program. Thank you for considering MGO to perform this engagement.

We have the resources, experience, reputation, and imagination to sustain an excellent working relationship and to perform the work requested in the best interests of the County. We are confident that, as you plan for future needs, you will be convinced that MGO is your best choice.

Relationship with the County

We have a long history of serving the County. We were the County's financial auditors from 1998 through 2007 and then from 2013 through 2017. In 2017 through 2018, we performed IT risk assessment consulting services. We conducted an examination of OC Animal Care's schedules of billings for Contract Cities for the fiscal year ended 2018 and again for fiscal year ended 2021. From 2021 through 2025, we conducted multiple performance audits, including audits of administrative functions for the County Executive Office.

Experience

MGO is a nationwide certified public accounting (CPA) and advisory services firm that provides auditing, consulting, and financial management-related services. Founded in 1987, MGO's State and Local Government practice is one of the largest in the U.S. and offers distinguished resources in serving this highly complex sector with professionals dedicated to year-round service.

Over the past 37 years, we have performed financial audits for more than 100 cities, 16 counties, and more than 200 special purpose units of government for state and local agencies in California, Hawaii, Nevada, Oregon, and Washington. We are currently the financial auditors for six (6) of the largest 10 cities and eight (8) of the largest 15 counties in California.

We also have extensive experience conducting performance and compliance audits of State and local governments, including County of Orange. In fact, MGO's State and Local Government Consulting team is comprised of broadly experienced practitioners and former government leaders – including a City Auditor, a County Auditor, an Auditor General, and multiple former CFO's of large governments and special districts.

As Partner and the designated representative for MGO, I have authority to act, contractually obligate, and negotiate on behalf of the firm. Thank you for your time reviewing our proposal. Please give me a call at +1 (818) 436-4196 or email KOrourke@mgocpa.com with any comments or questions.

Sincerely yours,

Kyle O'Rourke, MPA, CIA, CRMA, CGAP
Partner

Macias Gini & O'Connell LLP
111 Pacifica Suite 300
Irvine, CA 92618

Requested information

We have evaluated the County's Scope of Work and are providing the following fee quote. Our cover letter on the previous page confirms our relevant experience.

Understanding your needs

Our understanding is that the County is seeking a consultant to conduct an audit of the County of Orange's ethics program, to include an assessment of the design, implementation, and effectiveness of the program, including:

- Interviews with key individuals able to provide critical insight into the ethics program, including, but not limited to, senior representatives from the OC Human Resources, Clerk of the Board of Supervisors, the CEO's Office, the County Counsel's Office, the Director of the OC Campaign Finance and Ethics Commission, and others as determined in the audit.
- Review of key documents and systems supporting the ethics program.
- An evaluation of the County's ethics program in comparison to leading practices for local government ethics programs, such as:
  - IIA Practice Guidance for evaluating ethics related programs and activities;
  - COSO;
  - Chapter 8 of the U.S. Sentencing Guidelines;
  - The Council on Governmental Ethics Laws (COGEL); and
  - Society for Corporate Compliance and Ethics (SCCE).
- An evaluation of the ethics requirements of the State of California, the County of Orange, and other relevant governments as codified in ordinances, statutes, regulations, or other legal authorities.
- An assessment of root causes and actual or potential effects of any gaps between the County's ethics program and leading practices.
- Appropriate recommendations for improvements to the ethics program.

Total cost for services in the attached SOW

Our fee philosophy is to foster long-term client relationships by offering fair and competitive pricing. It is our commitment to offer quality service at competitive and fair rates. We are sensitive to the County's needs to control and contain costs. We have developed a pricing model that allows us to provide a high level of experience, commitment, and quality for your engagement, without compromising quality.

Our proposed total cost for the services listed in the Scope of Work: $71,000.

Assumptions

Our proposed fees are based on our understanding of the services requested in the Scope of Work, as well as the following assumptions:

- The level of effort is estimated to take 310 hours.
- Interviews and data requests will be performed within the scheduled and agreed upon timelines.
- MGO will prepare one draft and one final report for the audit.

Changes in these assumptions may alter our fee proposal. If we encounter difficulties because the necessary records and supporting documents are not readily available electronically or other problems arise, we will meet with the County to discuss the problems encountered and a potential fee adjustment before any additional work is incurred.

Please note, our ultimate acceptance of an agreement to perform the services described in this proposal is contingent upon the satisfactory completion of our investigatory client acceptance procedures.

Our proposed engagement rates by level are listed below.

MGO Hourly Rates	
Role	**Rate**
Partner	$ 395
Senior Manager	$ 295
Audit Manager/Manager	$ 285
Experienced or Senior Auditors	$ 190
Administrative Assistant	$ 100

Our fees for additional professional services would be based on our standard hourly rates in effect during the year when those services are requested, which vary according to the degree of responsibility involved and the experience level of the personnel assigned to the task.

Final word on fees

At MGO, we truly care about serving our clients and providing them with an extraordinary experience. If you're currently weighing your options and fees are a major concern, we are happy to discuss the scope of our services with you. Our team goes above and beyond to deliver exceptional results, and we believe that it's about more than just completing the job. Let's talk about how we can work together to achieve your goals.

Payment

We propose amending the payment terms defined in the Scope of Work to allow for monthly progress billing.

> Reason for proposed change: MGO's policy is to bill at least monthly for services provided, unless negotiated with a client. In the project timeline, the draft report will not be due until four months after the start of the project. Therefore, we believe it to be reasonable to request more frequent payment for percentage of completion. We would like the opportunity to negotiate an alternative payment arrangement.

Project approach

MGO understands that the Internal Audit Department desires an audit of the County's ethics program in three distinct areas: Design, Implementation, Effectiveness. MGO's proposed approach for these areas is summarized below and will be built out into an audit program in consultation with the IAD Director and Project Officer.

Approach for assessing the *design* of the program:

1. MGO will determine the current design of the County's ethics program by activities including:
    a. Identifying applicable laws, regulations, and County ordinances related to ethics.
    b. Obtaining organizational charts to identify oversight roles
    c. Obtaining and reviewing all ethics-related documents, including those related to the design of the anti-fraud program. and
    d. Interviewing staff, including but not limited to, the Director of the OC Campaign Finance and Ethics Commission, one or more senior representative(s) from the CEO's Office, one or more senior representatives from OC Human Resources.
2. MGO will document sources of leading practice for elements of an ethics program. Possible sources include:
    a. IIA Practice Guidance for evaluating ethics related programs and activities
    b. COSO
    c. Chapter 8 of the U.S. Sentencing Guidelines
    d. The Council on Governmental Ethics Laws (COGEL)
    e. Society for Corporate Compliance and Ethics (SCCE)
3. MGO will assess the gaps in design between the OC ethics program elements and the elements of the source(s) of leading practice or legal authorities.
4. MGO will inquire through interviews and other information-gathering methods to identify the root cause and possible effects of any the gaps in ethics program design and leading practice. Interviews would likely occur with at minimum, OC Human Resources, the Clerk of the Board of Supervisors, the CEO's Office, the County Counsel's Office, and the Director of the OC Campaign Finance and Ethics Commission.
5. MGO will document potential effects of the design gaps and adjust the audit program related to Implementation and Effectiveness as needed to test for the presence of these effects.
6. MGO will conclude on the design of the OC ethics program and develop preliminary recommendations.

Approach for assessing the *implementatio*n of the program:

1. MGO will assess the County's implementation efforts for its ethics program, specifically including: 1) communication and training; 2) promoting ethical culture; 3) the reporting and fraud hotline; 4) disciplinary actions; and 5) oversight and accountability.
2. MGO will gather relevant information from the MGO risk assessment survey, which was completed during the Independent Risk Assessment engagement.
3. MGO will interview County officials relevant to the five implementation areas, including, but not limited to, OC Human Resources, the OC County Counsel's Office, the Director of the OC Campaign Finance and Ethics Commission, the OC CEO's Office, and the OC Finance Department. MGO will also interview elected officials as appropriate regarding how the ethics program is implemented in their offices.

4. MGO will gather, review, and document critical items, such as training materials, ethical culture program documents, fraud reporting processes and examples, disciplinary actions, performance management areas related to implementing the ethics program, and ethics reports that are provided to governance or oversight bodies.
5. MGO will use the program design elements previously documented to identify implementation gaps.
6. MGO will assess these gaps and conduct fieldwork, including interviews, to document root causes for the gaps, and their actual or potential effects.
7. MGO will conclude on the implementation of the OC ethics program and develop preliminary recommendations.

Approach for assessing the *effectiveness* of the program:

1. MGO will assess the County ethics program's effectiveness by, specifically including: 1) program effectiveness; 2) performance metrics; and 3) program enhancements.
2. MGO will gather relevant information from the MGO risk assessment survey, which was completed during the Independent Risk Assessment engagement.
3. MGO will interview one or more senior representatives from OC Human Resources, the office of the Clerk of the Board of Supervisors, the CEO's Office, the County Counsel's Office, the Director of the OC Campaign Finance and Ethics Commission, and others as determined in the audit, to understand:
    a. How information provided to those charged with management and governance in the form of ethics reports, ethics findings, and ethics follow-ups.
    b. How the performance metrics (e.g., Hotline usage trends, resolution times, and case closure rates, and survey results on ethical culture and tone at the top) are used by the County of Orange.
    c. How ethics program enhancements are identified and implemented.
4. MGO will compare the County's process of evaluating ethics program effectiveness and ethics. program metrics, as well as the County's process for implementing program enhancements, to the program design and best practices to determine any gaps.
5. MGO will assess the root causes of any gaps and the actual effects of any gaps.
6. MGO will conclude on the effectiveness of the OC ethics program and develop preliminary recommendations.

Deliverables

MGO understands that it will provide required deliverables to the Director and Deputy Director of IAD, the latter of whom will serve as the project officer. These deliverables will be:

- Bi-weekly status reports that provide updates on audit progress.
- A written detailed audit program to guide fieldwork.
- An audit engagement letter prior to the entrance conference
- A draft audit report containing findings classified as High-, Medium-, or Low-risk, as defined in the scope of work.
- A final audit report containing the following sections: a background; a scope, objective, and methodology section; results and conclusions for each objective, including findings and recommendations; and a management response with a corrective action plan.

In addition, MGO will conduct standard audit communication meetings with IAD and the auditee, as provided in the scope of work. This will include at minimum an audit entrance conference and audit exit conference,

and may include update meetings for the auditee, as well as update meetings for Project Officer and other IAD officials as appropriate.

Timeline

MGO understands the timeline provided in the scope of work. Below is a sample of an audit timeframe that would allow MGO to meet the requirements as provided.

This sample is based on a contract award date of April 15, 2026, using a calendar day timeframe.

MGO Deliverable or Meeting	Required Timeframe	Sample Due Date
Provide Project Officer with available dates for Entrance Conference	5 days after contract award	April 20
Biweekly Status Reports	14 days after contract award and every subsequent 14 days until project completion.	Beginning April 29
Audit Program	21 days after contract award	May 6
Audit Engagement Letter	25 days after contract award	May 10
Audit Entrance Conference	35 days after contract award	May 20
Audit Exit Conference	90 days after Entrance Conference	August 18
Draft Audit Report	100 days after Entrance Conference	August 28
Final Audit Report	30 Days after Entrance Conference	September 28

Report Presentation

MGO will be available to attend a meeting of the County's Audit Oversight Committee, at the first meeting after the contract due date for the Final Audit Report, to share the results of the report. While such attendance is not a SoW requirement, MGO will discuss attendance at the meeting with IAD early in the audit process.

Meet Our Team

The following is an overview of the qualifications of the team members we've selected to serve the County. It is important to note that we have extensive internal audit and advisory experience specific to the County of Orange and to other governments like yours.

CORE TEAM MEMBERS

Kyle O'Rourke
ENGAGEMENT PARTNER

Linda Hurley
PARTNER

Chris Horton
CONSULTING SENIOR MANAGER

Kyle O'Rourke, MPA, CIA, CRMA, CGAP – Consulting Partner

Kyle O'Rourke brings more than a decade of public accounting and consulting experience focused on the public sector, with deep expertise in governance, internal controls, risk management, and operational improvement. He has partnered with municipalities, public utilities, Tribal governments, and nonprofits to deliver internal audit, enterprise risk management, and management consulting services tailored to each organization's strategic objectives and operational realities. His approach emphasizes collaboration with leadership and stakeholders to design practical, action-oriented solutions that strengthen accountability, efficiency, and organizational resilience.

Throughout his career, Kyle has supported a wide range of government entities, including state agencies, city and county governments, public utilities, and Tribal nations. His representative experience spans outsourced internal audit functions, risk management transformations, operational assessments, and process improvements for complex public organizations. This breadth of experience enables him to quickly understand client environments and deliver sustainable improvements aligned with best practices in public administration and government auditing.

Linda C. Hurley, CPA – Assurance and Consulting Partner

Linda Hurley has more than 29 years of experience providing auditing, accounting, and advisory services to government and public-interest entities. She has served as engagement partner for numerous large and complex California cities and counties, as well as state agencies across the western United States. Her work includes performance audits, agreed-upon procedures, compliance assessments, and technical assistance engagements, with particular depth in grant and contract compliance, single audits, and regulatory requirements affecting public agencies.

Linda has extensive consulting experience related to federal and state funding programs, including COVID-19 relief and recovery funds. Her services have included subrecipient monitoring, procurement and contracting assessments, compliance monitoring, audit readiness support, and internal control evaluations. She has led engagements for counties, cities, ports, hospital entities, and state agencies, delivering practical recommendations that improve compliance, operational effectiveness, and financial stewardship. Her experience allows her to guide public entities through complex regulatory environments while supporting strong governance and accountability.

Chris Horton, Ph.D., CIA, CGFM, CGAP, CRMA, CCSA – Senior Manager

Chris Horton has approximately 25 years of experience in risk management, compliance, audit, and accountability roles serving government organizations. He leads matrixed teams delivering performance audits and consulting services for state, local, school district, and federal clients. As a former county auditor, internal audit supervisor, and audit manager, he brings direct, hands-on experience with the operational and governance challenges faced by public entities and develops practical, standards-aligned solutions.

Chris has also led an audit of the City and County of Denver's ethics program, which sparked a long-term interest in helping auditors conduct ethics audits and address ethical issues. Chris has conducted training on ethics audits and ethical decision-making for the Association of Local Government Auditors, chapters of the Institute of Internal Auditors and AGA, and the Oregon Secretary of State Audits Division.

Chris has been responsible for establishing and leading audit functions, including developing audit charters, audit committee structures, policies and procedures, audit plans, and budgets in accordance with audit standards. In addition, he has held leadership roles in professional associations such as AGA and ALGA, authored professional articles, and delivered presentations for government accountability organizations—demonstrating a strong commitment to advancing excellence in public-sector auditing and accountability.

Sample audit reports of a similar nature

The following pages contain an April 2025 MGO Procurement Governance Report.

County of Orange

Procurement Governance Report

April 18, 2025

mgo. | Certified Public Accountants

County of Orange
Procurement Governance Report
April 18, 2025

Table of Contents

Page

Scope and Objective 3
Methodology 3
Disclaimers 4
Observation 1 4
Exhibit 1: Observations Related to Policies and Procedures 5
Observation 2 7
Exhibit 2: Procurement Systems and Technologies 7
Exhibit 3: Systems Development Life Cycle Steps 9
Observation 3 10
Observation 4 11
Observation 5 12
Observation 6 13
Observation 7 16
Observation 8 17
Conclusion 18
Appendix A 20
Appendix B 26

County of Orange
Procurement Governance Report
April 18, 2025

Scope and Objective

In October 2024, MGO commenced an engagement with the County of Orange (County) to assess its procurement governance. Specifically, MGO reviewed the County's policies, procedures, and processes to ensure that: 1) operations are streamlined; 2) purchasing functions are efficient, transparent, and cost effective; and 3) its procurement governance is in accordance with applicable County, state, and local laws, regulations, and policies. As part of this assessment, MGO identified improvements to the internal control environment over procurement governance.

Methodology

To gain an understanding of existing procurement practices, areas of primary concern, the regulatory and political environment, and staff resources and constraints, MGO conducted 10 interviews and four process walkthroughs with County staff. We spoke with 24 individuals spanning a variety of roles but primarily those directly involved in the purchasing function (e.g., Deputy Purchasing Agents [DPA], those approving invoices from vendors) or those with an administrative and/or oversight role (e.g., staff overseeing the procurement professional development program, those tasked with developing Countywide cooperative contracts). The staff interviewed were from the following departments, divisions, or offices:

- Auditor-Controller
- County Executive Office
  - County Procurement Office
  - Human Resource Services
- John Wayne Airport
- Sheriff-Coroner
- Walkthrough: Community Resources
- Walkthrough: Health Care Agency
- Walkthrough: Public Works
- Walkthrough: Systems Manager (County Procurement Office).

We also interviewed the following:

- Campaign Finance and Ethics Commissioner
- Board Supervisor.

County of Orange
Procurement Governance Report
April 18, 2025

Additionally, we reviewed guidance documents, reports, and other information, including but not limited to:

- Contract Policy Manual (CPM), last updated in September 2024
- Procurement Policy Manual (PPM), version from October 2024
- Revised County Events Policy and Procedures, as of November 2024
- Other policy documents: the Orange County's Environmentally Preferable Purchasing Policy Best Practices Guide, The Levine Act, sections of the Government Code, Charter of the County of Orange, etc.
- Compliance audits conducted over the previous three years (2021 to current), as well as department responses and improvement plans (where available)
- Organization charts
- The Committee of Sponsoring Organizations of the Treadway Commission's (COSO) Internal Control Framework (COSO Framework), which provides a model for evaluating internal controls within an organization
    - Note: We evaluated the County's internal controls over procurement processes against the COSO Internal Control Framework
- Other documents.

Next, we developed a matrix tabulating the major themes reported by staff in the interviews and walkthroughs. In our observations, we detail our analysis.

DISCLAIMERS

The results of the assessment reported do not constitute an examination made in accordance with attestation standards, the objective of which would be to express an opinion or conclusion. Furthermore, we do not express an opinion or make a representation related to the accuracy or completeness of the information provided by management. The sufficiency of the scope is solely the responsibility of the County of Orange. This report is intended solely for the information and use by the County of Orange and its management and is not intended to be, and should not be, used by anyone other than the specified parties.

Observations

Observation 1: Policies and Procedures Are Comprehensive and Everchanging, and Can Be Overwhelming

Category: **Control Finding**

The County's primary procurement policy document is the Contract Policy Manual (CPM), a comprehensive guide outlining policies governing all major areas of County purchasing like invitations for bid (IFB), requests for proposal (RFP), use of purchasing cards, and policies promulgated by the Board of Supervisors (Board). The CPM is supplemented by the extensive Procurement Procedures Manual (PPM) which provides direction on how to implement the policies within the CPM. While these resources provide guidance to employees and decisionmakers related to applicable procurement laws, regulations, and policies and procedures, the presentation of information, as well as the everchanging nature of the guidance, can be challenging and is affecting staff retention of information and compliance, due to the volume of communication. Our observations are summarized in Exhibit 1.

County of Orange
Procurement Governance Report
April 18, 2025

Exhibit 1: Observations Related to Policies and Procedures

Observation	Details
Staff believe that having a dedicated team in the County Procurement Office (CPO) focusing on policy guidance improves efficiency and compliance to regulations	• Improved collaboration, transparency, and openness of the CPO with user departments in comparison to prior years • Improved culture of responsiveness and accessibility of CPO to department staff • The majority of staff are supportive of the CPO's current standardization efforts and receptive to greater standardization in Countywide procurement operations
Navigating policy and procedure manuals can be overwhelming	• Length, volume, and structure of the information is difficult to navigate • Even with trainings of new and enhanced information, staff still find it difficult at times to access pertinent information quickly • Staff shared that it can be difficult to keep track of all the revisions and policy updates
Desire for more tactical guidance when policy changes occur	• When policy changes occur, department purchasing staff do not always know how to apply the changes to their respective operations or procurement types which results in misinterpretation and misapplication of amended policies • Staff suggested: ○ Involving the appropriate department County Counsel representatives earlier in the policy development and rollout process ○ The CPM and PPM should provide more explicit guidance related to human services contracts
Weblinks in intranet and external websites not always active	• Policy manuals contain weblinks to the County's intranet and external websites ○ We did not test whether intranet links are active as we do not have access as an external contractor ○ We did observe that some external links were inactive ○ The inaccessibility of resource links can create a frustrating user experience, defeats the purpose and value of having embedded links in the manuals, and risks information not being up-to-date

Source: MGO-generated based on interviews and walkthroughs.

County of Orange
Procurement Governance Report
April 18, 2025

The COSO Framework (as mentioned above) prescribes that entities should develop and adhere to control activities, which are actions established through policies to help ensure that management's directives to mitigate risk are implemented. Additionally, the COSO Framework states that management should obtain, generate, and use relevant and quality information from internal and external sources to enable staff to receive clear messaging from management and support the functioning of their operations.

Based on our assessment, the CPO is following many best practices in this regard and has developed policies and procedures and other mechanisms to communicate guidance and compliance expectations. For example, the CPO regularly updates policies, procedures, and guidance and disseminates this information consistently. The CPO distributes information through multiple channels and formats, including but not limited to:

- Monday Messages sent weekly to all DPAs
- Bi-monthly DPA all hands meetings
- Bi-monthly Procurement Council meetings
- Quarterly newsletters
- All-hands meetings
- The CPO website
- CPO ticketing system (see **Exhibit 2** for more details)
- Annual surveys

However, there is a disconnect between the breadth of resources and ease of navigating those resources. As the County continues to improve its processes, it should re-evaluate the user-experience based on: 1) how and when information is communicated; 2) the ease, volume, and searchability of the information provided; and 3) the relevance to and retention of the information by the respective departments, particularly related to the Procurement Council. To that end, it was noted that representatives on the Procurement Council are either not sharing or retaining relevant information from meetings, including time-sensitive action items required of department procurement staff related to the OpenGov implementation. The Procurement Council is a critical mechanism for communicating information in a timely manner.

Moreover, an additional consideration is to maximize the OpenGov and ERP system implementations. Wherever possible, these systems should be configured to automatically populate current templates and embed instructions for use without staff having to manually search through communications for the relevant and most updated information.

Recommendations

1. Include additional guidance on complex or unique contract types, specifically human services contracts, in the Contract Policy Manual (CPM) and the Procurement Procedures Manual (PPM), and continuously work with staff to better understand the specific guidance they are seeking.
2. At least annually, verify and update links and references in the following resources to ensure users can access the noted additional internal and external resources:
    - Contract Policy Manual (CPM)
    - Procurement Procedures Manual (PPM)
    - CPO Website
    - Training Documents

- Frequently Asked Questions (FAQs).

3. Continue to engage staff regularly (through surveys, meetings, and other channels for feedback) to understand communication preferences, gaps, and needs.
4. Standardize and automate updates in systems and templates to minimize staff manually updating documents or incorrectly interpreting policy guidance.

Observation 2: Multiple, Disparate Technology Tools and Systems Are Creating Inefficiencies

Category: **Control Finding**

Over the last few years, the County via the CPO has made significant progress in steering departments to use the existing platforms that make up the procurement workflow. As shown in **Exhibit 2**, there are six primary applications in use, though the County utilizes additional applications to manage procurement workflows and requirements (like Eureka for professional development trainings). This results in inefficiencies and staff frustration stemming from having to use disjointed and multiple platforms for different components of their work. These inefficiencies include: 1) duplication of staff effort in data entry; 2) staff designing workarounds to pull information or relevant reports; and 3) inconsistent usage and access by staff to the aforementioned applications.

Exhibit 2: Procurement Systems and Technologies

SYSTEM OR TOOL	USE AND DETAILS
OC Expediter	**Use: Requisitions, Contract Management, and Customer Support Tickets** • Used by procurement staff to create requisitions and manage contracts • Located on County intranet, hosted on SharePoint • Host site for CPO Support Tickets, the customer support ticketing system department procurement staff use to submit questions or concerns to the CPO
Pavilion	**Use: Regional Cooperative Contracts** • Used by procurement staff to search for regional cooperative contracts
CAPS+	**Use: Purchasing and Invoicing** • Serves as the County's purchasing and invoicing system • CAPS+ Data Warehouse takes data from CAPS+ and creates reports, however, OC Expediter and CAPS+ are not fully integrated
OpenGov (OG)[1]	**Use: Contract Development** • Starting July 1, 2024, all department procurement staff transitioned off BidSync and onto OpenGov for contract development • Launched in July 2023 • Procurement staff were instructed to beta test templates from November 2023 – July 1, 2024, and identify issues and send requests for revisions to the CPO

County of Orange
Procurement Governance Report
April 18, 2025

DocuSign	**Use: E-signatures** • Used Countywide for e-signatures (however, at least one department cannot utilize this platform due to data privacy constraints) • Integrated in OpenGov
Procurated	**Use: Review and Rate Vendors** • Used by procurement staff to review and rate vendors online as part of the supplier performance review • Integrated in OpenGov

Note: For the purposes of this memo, we will not delve deeply into specific functionality or issues related to the various technologies and platforms mentioned in this section since many of them will be (or already are being) phased out with the OpenGov and County's new Enterprise Resource Planning (ERP) system implementations.

Source: MGO-generated based on interviews and walkthroughs.

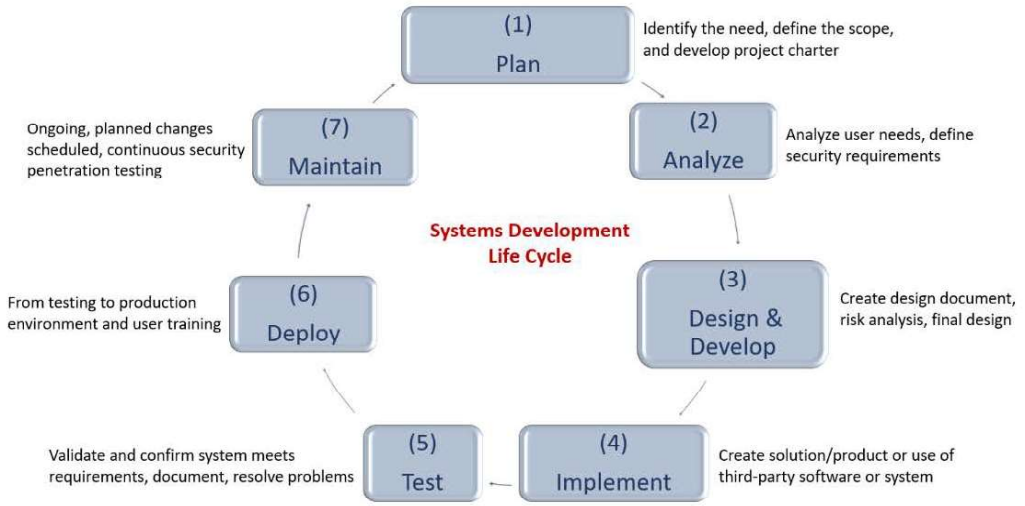
Based on our interviews, we observed that staff had issues with at least one or more of these applications. They expressed a desire for integrating the various platforms to encompass all components of the purchasing process from requisition through invoice payment and project closeout. It should be noted that the County is in the process of designing such a solution. The solution would occur through OpenGov or via the implementation of a new Enterprise Resource Planning (ERP) software that can integrate the systems in use.[1]

As the County configures its ERP software, this is the ideal time to consolidate procurement technology and integrate systems. It will be equally important to prepare clear plans for doing so and communicate these plans (and any changes) to all relevant staff and stakeholders so expectations and roles are clearly defined. As such, we advise the County to consider the Systems Development Life Cycle (SDLC) or a similar framework as part of its systems integration efforts. SDLC is a framework focused on, but not limited to, system planning, development, and testing. Overall, the framework is intended to ensure that systems (and software) meet end user needs, are appropriately resourced, are implemented effectively, and are maintained with consideration of system security. **Exhibit 3** provides an overview of the SDLC framework.

[1] *OpenGov is a cloud-based software solution designed specifically for governments to manage budgeting and planning, permitting and licensing, procurement, asset management, financial tracking and reporting, and even tax and revenue data. The County currently uses OpenGov for its grant management and procurement modules and is the process of testing the Cartegraph Asset Management module for the management of the County's capital assets.*

County of Orange
Procurement Governance Report
April 18, 2025

Exhibit 3: Systems Development Life Cycle Steps



Source: MGO-generated based on review of the Global Technology Audit Guide (GTAG) International Professional Practices Framework (IPPF) Practice Guide – Auditing IT Projects guidance and the ISACA IS Standards, Guidelines and Procedures for Auditing and Control Professionals and benchmarking.

Recommendations

5. The County Executive Office and County Procurement Office should work with the Auditor-Controller to ensure that best practices are being followed and to consider the elements outlined in the Systems Development Lifecycle Framework (or similar) to continue in planning efforts to elicit input from all relevant user departments to properly test and deploy the new Enterprise Resource Planning (ERP) system.
6. In collaboration with other purchasing staff and stakeholders, the County Procurement Office should:
    a. Continue in its planning efforts to elicit input from stakeholders to inform their decision on which system to utilize for procurement workflows, and
    b. Continue in its planning efforts to identify and align resources, inclusive of creating a transition plan, developing data migration protocols, updating policies and procedures, etc. (in conjunction with Recommendation #7).

County of Orange
Procurement Governance Report
April 18, 2025

Observation 3: Lack of Standardization Is Creating Operational Inefficiencies

Category: **Control Finding**

Established Templates in OpenGov are Creating Inefficiencies and Need Improvement

As discussed above, the OpenGov implementation is underway and all Countywide procurement staff have been mandated to use OpenGov for contract preparation as of July 1, 2024. However, departments reported encountering obstacles with the usability of the templates in the system (e.g., one-time construction template, amendment templates, issues with recitals, formatting errors, etc.). Staff indicated that using the current standard contract template, which took considerable time and effort to launch, has significantly increased the amount of time to prepare a contract.

Based on our interviews, the inefficiencies experienced when preparing contracts in OpenGov may be a result of: 1) department staff not engaging in the development of contract templates when the CPO was seeking input; 2) departments not testing the templates adequately prior to the official switch from BidSync to OpenGov; and 3) department staff's lack of engagement in the existing decentralized procurement operating environment.

For example, according to the CPO, numerous communications were disseminated about the OpenGov implementation. The CPO also conducted outreach to user departments to participate in various workgroups tasked with designing templates, assessing usability, etc. However, both department and CPO staff indicated that it was difficult to convince department staff to participate in these efforts. To that end, several staff explained that the unwillingness to participate in CPO-led initiatives stems from heavy workloads, time constraints, or other factors. Other factors include not receiving information about initiatives or staff being told by department leadership that they do not need to (and should not) participate.

It is imperative that all relevant departments and their staff fully participate in the implementation of OpenGov and/or the new ERP system. On a positive note, department staff are more actively engaged in submitting tickets for improvements to and issues they are encountering in OpenGov. While multiple staff noted that they have yet to see any substantive improvements, the CPO is working to incorporate revisions to templates as well as streamlining certain functions (enhancing searchability, consolidating automated email notifications, etc.).

Inefficiencies in the Invoice Approval Process are Leading to Vendor Invoice Delays

Relatedly, there are inefficiencies in the Auditor-Controller's invoice approval process according to staff. During our interviews and walkthroughs, staff expressed that this process was frustrating, unclear, and inconsistent due to the perceived lack of established and agreed-upon protocols. For example, staff noted that: 1) invoice denials seemed driven by inconsequential factors like grammatical preferences; and 2) invoice approvals can be rejected by one staff while being accepted by others. These inconsistencies have caused delayed payments to vendors. In fact, staff indicated that untimely payments may be contributing to vendors' lack of interest in working with the County, especially those small businesses that cannot afford to wait on late payments.

Recommendations

7. The County Procurement Office should continue to prioritize current efforts to revise OpenGov system templates and resolve major functionality issues within the next six months.
8. The County Executive Office should require full department participation in procurement workflow design and evaluation and for department staff to provide timely feedback to the County Procurement

Office to ensure templates are appropriately designed and functional to effectively conduct procurement activities.

9. While the ERP system implementation is underway, the County Procurement Office should collaborate with the Auditor-Controller Department and with department users to improve the invoicing process, for example, by developing standard invoice approval protocols, and documenting and making them accessible for all relevant staff to follow.
10. The County Procurement Office should collaborate with the Auditor-Controller Department to establish and track performance metrics around timely vendor payments and put in place an accountability system to ensure performance to standards.

Observation 4: Staffing-Related Issues Are Adversely Impacting Operations

Category: **Significant Control Weakness**

While some staff shared the belief that the County is sufficiently staffed overall in terms of total procurement personnel, other interviewees expressed a need for additional staffing resources to meet existing workload demands. For instance, certain departments with routinely complex or high volumes of procurements noted gaps in staffing to meet those demands. To address these concerns, the CPO is currently endeavoring to quantify procurements by complexity and time-intensity to better understand potential workload imbalances and staffing needs by department and functional area. Nonetheless, we heard from nearly all participants that it is very challenging to recruit new procurement staff into the County.

Difficulty Recruiting and Retaining Staff

Nearly all departments we spoke with experienced losing procurement staff to other County departments and expressed dissatisfaction with the overall difficulty in filling positions. Several also mentioned that they are understaffed in the number of allocated positions due to: 1) prior staffing cuts, 2) changes or enhancement in service delivery that have not been met with a commensurate increase in staffing resources, or 3) staff transferring between departments when positions become available. These factors are exacerbated by the challenge of competing with external agencies in the region that offer higher compensation, according to staff.

The County needs to further study staff recruiting and retention issues, which may include: 1) conducting a compensation study to ensure wages offered by the County are competitive in the region, and 2) centralizing the deployment of procurement staff under the County Procurement Officer's purview. Centralization would allow for the most agility and flexibility to allocate staff and other procurement resources based on fluctuating demands, workload imbalances, and economies of scale. Furthermore, the CPM dictates that it is the County Procurement Officer's duty to develop training for procurement professionals in the County. As such, the County Procurement Officer is best positioned to oversee the design and implementation of a cross-training program to ensure strategic deployment of the County's nearly 300 purchasing staff in areas of greatest need or highest priority.

Compliance Audits Are Not Occurring

County of Orange
Procurement Governance Report
April 18, 2025

The CPM also confers to the County Procurement Officer the duty of developing and implementing a compliance monitoring plan including performance measures. To this end, there is a unit within the CPO currently budgeted at two positions to conduct compliance audits of department purchases. However, these positions are vacant, thus compliance audits conducted via the CPO are not currently occurring and will be on hold until the vacancies can be filled. Additionally, there are also "compliance units" located within select departments (e.g., Public Works). However, the role of these department-embedded compliance units differs from team to team. Interviewees raised concerns that audits completed by these department-based teams are not comprehensive and do not necessarily verify compliance to County policies and procedures and best practices. Instead, the audits are more cursory with checks for errors and missing documentation in procurement files.

Previous audits conducted by the CPO's compliance unit routinely found instances of noncompliance with County policies and procedures, from procurement files missing critical information to errors in contracts (like incorrect final award amounts) and missing approvals. Those findings point to a potential gap in staff knowledge about procurement policies and procedures and perhaps a need for more training. The findings also illustrate the importance of conducting regular compliance audits to ensure the County is abiding by all relevant regulations. Conducting regular compliance audits will assist with identifying noncompliance early and proactively. Regular compliance audits may also increase institutional knowledge among procurement staff across the County as noncompliance matters are identified and staff are trained on the proper protocols or procedures for handling the task in question.

Recommendations

11. The County should consider conducting a compensation study to compare salaries for procurement professionals with other similar local external agencies and determine whether it is appropriate to adjust current salaries to be more competitive. In addition, explore other initiatives to recruit and retain top purchasing talent, like recognition or bonus programs, flexible work schedules, robust benefits, etc.
12. The County Procurement Officer should develop and oversee a staffing plan to cross-train and strategically deploy procurement staff resources based on Countywide needs (in conjunction with Recommendation #21).
13. The County Procurement Office should develop a strategy to fully staff up and execute the procurement compliance function.

Observation 5: Steps Can Be Taken to Better Ensure Staff Are in Full Compliance with Required Trainings and Trainings Can Be Designed to Be More Relevant to Core Functions

Category: **Control Finding**

According to the CPM and PPM, Deputy Purchasing Agents (DPAs) must adhere to required training hours and comply with the training schedule. However, department staff are not currently required to attend CPO sponsored trainings, and may therefore be missing critical knowledge, like how to apply policy changes to their specific procurement types.

County of Orange
Procurement Governance Report
April 18, 2025

Staff shared that while they appreciate the recent focus on professional development, there is room for improvement. Suggestions included:

- Increasing interactivity and engagement within the training courses.
- Designing courses to be more user-friendly and inclusive of various learning styles and generations.
- Providing various access options (e.g., on demand, in-person, etc.).
- Connecting training to everyday job functions (e.g., providing general trainings that all staff must attend as well as specific trainings that are tied to areas of specialization).

A review of the current training curriculum corroborates staff accounts that training is mainly geared toward an understanding of policy, including giving an overview of the CPM. However, staff requested more training focused on the specific procurement types they encounter regularly and those which are less common. Currently, newer or less experienced staff are learning on the job by observing others conduct different types of procurement activities, but no formal Countywide program exists that standardizes this training to all procurement staff.

Having standardized Countywide training for procurement types will better support staff to perform cross-functionally on an as-needed basis. Cross-training will be critically important given the constraints on staff resources previously discussed. Cross-training may also help reduce the loss of institutional knowledge when experienced staff retire, leave the County, or transfer between departments.

Finally, if there are sufficient resources to do so, the County should augment their existing system (Eureka) or seek to procure a supplemental system with the ability to automate tracking of staff training hours, send notifications of noncompliance, etc.

Recommendations

14. Seek input from procurement staff to improve the training program with a more interactive format, focus on job-specific tasks, cross-train for broader deployment of staff, and implement better assessment tools (i.e., feedback mechanisms to ensure staff have really acquired the skills and knowledge they are being trained on, like targeted exams, applied exercises that are incorporated into the trainings, or practical refreshers for ongoing retention of practices around key processes or procurement types).
15. Explore additional tools and systems to automate the tracking of training requirements and compliance for all procurement staff to include reminders, compliance reports, and consequences (i.e., automatic revocation of DPA status/certifications, etc.).

Observation 6: Contract Monitoring Is An Area of Weakness and High Risk for the County

Category: **Significant Control Weakness**

Based on our research and discussions with staff, we raise the issue that internal controls related to contract monitoring need to be strengthened. Section 3.3-120 of the CPM states that it is the responsibility of project managers (program staff) or department designees named in the contract documents to monitor and report on

contractor performance. However, it is unclear if and how staff are reporting on or safeguarding against poor contractor performance. Poor contractor performance and lack of contract monitoring can pose reputational, operational, and legal risk for the County.

We did not speak with program managers or end users of procurement services and we limited our interviews and walkthroughs almost exclusively to procurement staff. However, interviewees shared concerns regarding the ability of program managers – who oversee the contracts – to adequately monitor the financial and performance metrics related to their contracts. This is an area of high risk for the County because insufficient contract monitoring can: 1) lead to inefficient use of public resources, and 2) allow improper activity (e.g., fraud, waste, or abuse) to go unnoticed.

An example of this can be found in the County's oversight of a vendor contracted to deliver meals to vulnerable populations during the pandemic. In this case:

- Service provision could not be verified, yet the contract remained in place for approximately two years after which additional funds were allocated to the organization.
- The organization's non-profit status could not be verified, which is a violation of County policy and State requirements for the receipt of charitable funds. The CPM states that it is the DPA's duty to annually ensure the organization's non-profit status is active throughout the contract term, and this appears to not have occurred for this contract.

The issues with this vendor came to light when a local news outlet investigated the matter and reported the story. As such, it is not certain that the County would have caught these issues during the term of the agreement or even have caught them timely. For example, the investigative report shows that County staff requested backup documentation for the invoices submitted by the organization in question in February 2022. However, the County had been contracting with the organization since January 2020, and no performance reporting had been submitted to the County up to that point.

Secondly, despite having clear written policies and procedures in place, certain County staff either were not aware of these or did not adhere to them. Based on another investigative report, the contract administrator who was assigned to prepare the initial contract for this organization raised "serious concerns" after following CPO procedure and conducting due diligence on the organization. The following were noted as areas of concern:

- Dun & Bradstreet gave the organization a risk-rating of eight out of 10, with 10 signifying the highest risk.
- The address supplied by the vendor appeared (and turned out) to be a private residence. Moreover, addresses provided by the vendor to the Secretary of State did not match information provided to the County.
- The organization could not verify its nonprofit status.

County of Orange
Procurement Governance Report
April 18, 2025

The contract administrator's concerns were elevated through the department, but the department director and program staff (tasked with later monitoring the contract and vendor performance) directed procurement staff to proceed with issuing the contract without addressing any of the concerns or questions raised.

Additionally, during our review, interviewees shared that it is unlikely that anything could have been done differently to prevent the incident based on the policies that existed for Supervisor authority. Interviewees citied weaknesses in internal controls where, in prior years, there was undue pressure from department leadership and end users to get procurements approved even if it meant not following established County protocols. The practice seemed to have been more widespread and abetted by the decentralized procurement environment prior to the arrival of the current County Procurement Officer.

Effective and diligent contract monitoring is particularly important to ensure compliance with established procurement policies and procedures and to ensure vendors are meeting the performance expectations of their contracts. Among departments we interviewed, Health Care Agency and John Wayne Airport procurement staff play a large role in contract monitoring in close collaboration with program managers. In both cases, procurement staff affirmed that they elected to be involved in the contract monitoring component because of the stringency of federal and state funding source requirements and because they felt program managers would be unprepared to deliver that level of oversight without the expertise and assistance of procurement staff. While most procurement staff in the County do not assist in the monitoring of contracts they procure due to segregation of duties, there are opportunities for procurement staff to potentially be more involved in the monitoring or oversight of contracts which they did not prepare.

The CPO, in conjunction with department procurement staff, should determine whether to adopt and expand this model to other departments or certain procurement types on a risk basis, especially because the County Procurement Officer noted that it is the expectation that procurement and contracts staff are also responsible for portions of contract oversight.

Similarly, the CPO should work with departments to determine one process and system for tracking and verifying all contract monitoring steps have been completed and sufficiently documented. One recommendation is to make the contract monitoring tasks mandatory within the new procurement workflows, to include supervisory review and approvals where needed.

Recommendations

16. The County Procurement Office should work with departments to determine the role of procurement staff to assist with contract monitoring based on risk, and standardize protocols where possible.
17. Develop one standardized protocol and system for all departments to use to track contract milestones and deliverables, performance metrics, etc., and train staff accordingly.
18. When the ERP system implementation is underway, the County Procurement Office should collaborate with the Auditor-Controller Department to seek ways to automate workflows as much as is feasible for documenting vendor due diligence checks, subrecipient monitoring tasks (especially those that are federally mandated), performance reporting, and any associated approvals.

County of Orange
Procurement Governance Report
April 18, 2025

Observation 7: Greater Centralization of the Procurement Function Will Strengthen Controls and Improve Compliance

Category: **Control Finding**

In addition to allowing the County to conduct enterprise-wide spend analysis, centralization of procurement may result in greater standardization, improved compliance, maximal use of resources, and increased ease for vendors doing business with the County. Centralization may also allow the County to: 1) take advantage of vendor discounts and bulk purchasing through regional cooperative agreements (RCA) and other collaborations (e.g., SoCal Procurement Alliance), and 2) strategically align other procurement functions and resources. Across nearly all the departments, staff shared that the County has seen a noticeable decrease in the pool of vendors opting to bid on County contracts, though this has recently increased slightly resulting from targeted outreach from the CPO. Any efforts to make the process easier for vendors to work with the County can make it more likely for vendors, particularly smaller or otherwise disadvantaged businesses, to want to work with the County.

CPO Oversight

As it stands, the CPO under the purview of the County Procurement Officer oversees:

- Countywide procurement training and staff certification.
- The implementation of procurement-related technology and usage.
- The development and dissemination of policies and procedures.
- The hiring of procurement staff in coordination with Human Resource Services.
- Efforts to standardize procurement tools, systems, and protocols as part of the above initiatives.

Standardization Efforts Show Benefits of Centralization

The transition to the use of OpenGov is an example of how centralization can benefit the County. Although, as detailed earlier that there are numerous reported issues with the standard templates currently in OpenGov, interviewees were very supportive of having a standard set of contract types and templates in OpenGov. Prior to these standardization efforts of the current County Procurement Officer, each department was using its own templates, styles, terms, etc. This not only made it confusing for vendors on multiple contracts with different County departments, but it created significant inefficiencies for both vendors and County staff. However, the difficulties with the implementation of OpenGov associated with the lack of participation from departments suggest that a reorganization of the procurement function is necessary so that procurement staff across the County report directly to the County Procurement Officer.

Concurrently, the CPO should work with Deputy Purchasing Agents in all the user departments to develop standard Countywide performance measures. This would help with tracking workloads to better understand Countywide staffing gaps and needs and position the County to develop a procurement work management system to strategically deploy staff in areas of greatest demand.

With recent standardization efforts; upcoming changes to policies, procedures, and regulations; and previous changes to executive management, the County is undergoing transformational change. The common denominator for achieving success in change initiatives is people. Implementing Countywide change requires

the buy-in of all 22 affected departments, and the nearly 300 procurement professionals working in tandem to consistently use established systems and follow standardized processes. This level of coordination and compliance can be achieved through a strong centralized oversight and administrative function that is undergirded by cooperative, invested staff in the user departments.

A Department Was Not Forthcoming with Information During Interviews

In the course of our data gathering, one department was not forthcoming with information, and we were unable to ascertain whether staff concerns raised by other departments are also present within this department. Moreover, the application of pressure on staff to withhold information is indicative of a cultural issue among this department's leadership. This dynamic exemplifies the importance of separating purchasing staff from a direct line of report to department leadership.

Often, the aims of the department to complete purchases quickly with last-minute requests are at odds with the charge of purchasing staff to exercise sound judgement and comply with established policy and procedures in the exercise of their duties. For this reason, it is recommended that County purchasing staff report directly to the County Procurement Officer located in the CPO, with an indirect line of reporting to department directors. This structure would allow for more direct and strategic oversight by the CPO over Countywide purchasing practices, supported by a greater ability to implement and enforce internal controls.

Recommendations

19. Continue strengthening the central purchasing function and consider developing a 12- to 18-month plan to centralize all departments and procurement professionals under the CPO.
20. Develop a rotation program within the next three to five years, cross-training and cross-certifying purchasing staff to be able to serve a majority of County department(s) (in conjunction with Recommendation #12).
21. Develop Countywide performance measures in collaboration with Deputy Purchasing Agents in all of the user departments to set turnaround times for various types of procurements, and put in place accountability systems to ensure performance to standards.
22. Track procurement workload and continuously refine a work management system to strategically deploy staff and other resources.

Observation 8: Existing Governance Structure and Role of Board Pose Risks to County

Category: **Significant Control Weakness**

Since the start of our engagement, several reforms related to Board authority over procurements have already been implemented, including a process to ensure Board members annually acknowledge and follow conflict of interest requirements related to procurements. Similarly, use of discretionary funds must now be approved by the County Procurement Officer. However, an added control would be to require that all discretionary funds include a disclosure form outlining what the purchase was for, the intended beneficiaries, intended return on investment, who was awarded the contract, and justification for the purchase to ensure full transparency and more efficient oversight by the CPO.

County of Orange
Procurement Governance Report
April 18, 2025

Despite these positive reforms, we heard several additional concerns from County staff that we interviewed, specifically that: 1) Board members are sometimes unaware of procurement policies, and 2) there are instances where Board members were perceived to exercise excessive influence over certain purchasing and contracting decisions. Interviewees noted that under existing policy, the Board has authority to direct staff on vendor selection or alter policy as needed.

Rather than allowing the Board to essentially select vendors in a way that may not align with the County's procurement policy, consideration should be given to clearly delineating the Board's authority to only approve or deny awards to vendors, with required justifications for denials. With regard to policy changes, procurement staff are subject matter experts in public procurement. As such, their input should be considered in future policy changes, aligning with the CPM which states it is the County Procurement Officer's responsibility to "[e]stablish Procurement policies and procedures to be followed by departments."

Recommendations

23. Update all relevant sections and related language in the Contract Policy Manual, Procurement Policy Manual, and relevant policy and procedure documents to clarify the Board's role in approving or denying contract awards. The Board should generally approve contracts exceeding certain thresholds as outlined in County policies, but not select or guide staff to select specific contractors. Formalize in the policies and procedures a detailed process for documenting justifications in the event of a contract award denial, as well as a process for reviewing denials.
24. Implement regular trainings (at least annually) conducted by the County Procurement Office for Board members around policies and procedures, governance roles and responsibilities, undue influence, fraud, and other relevant topics as needed. Incorporate this training into the Board onboarding process.
25. Develop disclosure forms to be used with all discretionary funds outlining what the purchase was for, the intended beneficiaries, intended return on investment, who was awarded the contract, and justification.
26. Implement a streamlined process for considering and implementing Board changes to the procurement process, aimed at improving input from subject matter experts (e.g., CPO) and considering policy alternatives, prior to adoption and implementation.

Conclusion

The County is undertaking transformational changes related to a number of areas closely associated with procurement practices. Specifically, the County is actively addressing identified gaps in its procurement practices and internal control environment and is in the process of improving its operations, culture, and internal controls.

The County is also embarking on a significant technology update in addition to restructuring its procurement function. While some staff reported there was extensive outreach conducted by the CPO throughout the implementation of OpenGov, there were also major impediments due to a lack of department staff's willingness to fully engage in efforts to standardize OpenGov templates due to heavy workloads, time constraints, and specific direction from department leadership not to.

On the other hand, department procurement staff shared their frustration that they are left to navigate challenges on their own in the midst of numerous changes that are occurring simultaneously, too rapidly, and with insufficient planning prior to implementation.

When we look to change management literature, several key components are identified for managing change effectively, without any of which, the likelihood of effectuating organizational change is reduced or diminished.

Several of the primary components most applicable to the County include making a case for change, creating a compelling vision for others to work toward, managing barriers, managing resistance, and showing progress regularly throughout implementation.

If the County proceeds with procurement centralization efforts across the organization, it will be critically important to invest more resources into developing and communicating a compelling case for change. It will also be important to manage resistance, especially during the early stages of implementation, when staff are most likely to feel that the benefits (which have yet to be realized) are outweighed by the costs (which they are experiencing daily). Doing this helps increase the likelihood that stakeholders are more likely to buy into existing and future initiatives, especially those with a substantial, Countywide impact and which require the cooperation and support of numerous staff and leadership.

Moreover, for centralization efforts and other major change initiatives, it will be beneficial for the County to ensure staff at all levels feel heard, that any serious concerns are being addressed in a timely manner, and that staff have clarity as to the direction and ownership of the process.

© Macias Gini & O'Connell LLP

County of Orange
Procurement Governance Report
April 18, 2025

APPENDIX A: COUNTY EXECUTIVE OFFICE, COUNTY PROCUREMENT OFFICE MANAGEMENT RESPONSE

County of Orange

County Executive Office

April 11, 2025 *Transmitted via email: vsun@mgocpa.com*

MGO
12264 El Camino Real, Suite 402
San Diego, CA 92130-3063

RE: Procurement Governance Report (April 2025) Management Response

The County of Orange is committed to efficient and compliant processes to ensure good stewardship of public funds. Performance Audits are engaged to provide a third-party analysis of a process or department and the information gathered and recommendations made are used to strengthen controls, improve processes, or implement other changes that benefit the County and its residents.

In October 2024, a Performance Audit was initiated to assess the procurement governance of the County. Overall, the County's procurements total almost $6B annually and make up 75% of the agenda items that come before the Board for approval on an annual basis. This is a critical function for the County and the following outlines the observations, recommendations and the Management Response.

Policies and Procedures Are Comprehensive and Everchanging, and Can Be Overwhelming

Recommendations

1. Include additional guidance on complex or unique contract types, specifically human services contracts, in the Contract Policy Manual (CPM) and the Procurement Procedures Manual (PPM), and continuously work with staff to better understand the specific guidance they are seeking.
2. At least annually, verify and update links and references in the following resources to ensure users can access the noted additional internal and external resources: (CPM, PPM, Website, Training Documents, FAQs).
3. Continue to engage staff regularly (through surveys, meetings, and other channels for feedback) to understand communication preferences, gaps, and needs.
4. Standardize and automate updates in systems and templates to minimize staff manually updating documents or incorrectly interpreting policy guidance.

400 West Civic Center Drive, 5th Floor, Santa Ana, CA 92701 • County Administration North • Phone (714) 834-2345 • www.ocgov.com

County of Orange
Procurement Governance Report
April 18, 2025

Management Response:
Concur. Governance over the County's procurement function resides with the County Procurement Officer and over the past year, there has been a focus on the standardization of policies and procedures across department procurement teams and on establishing regular and routine communication with all procurement staff in the County. A major reorganization of the County Procurement Office (CPO) is in progress and will result in a dedicated team to focus on professional development of all procurement staff; associated systems and data analytics; outreach and engagement; as well as policy and compliance with various governing documents, such as the CPM. This unit will also be responsible for ensuring all outward facing information is complete, accurate, and understood. The anticipated date for full implementation is January 2026.

Multiple, Disparate Technology Tools and Systems Are Creating Inefficiencies

Recommendations

5. The CEO and CPO should work with the Auditor-Controller to ensure that best practices are being followed and to consider the elements outlined in the Systems Development Lifecycle Framework (or similar) to continue in planning efforts to elicit input from all relevant user departments to properly test and deploy the new Enterprise Resource Planning (ERP) system.
6. In collaboration with other purchasing staff and stakeholders, the CPO should:
   a. Continue in its planning efforts to elicit input from stakeholders to inform their decision on which system to utilize for procurement workflows, and
   b. Continue in its planning efforts to identify and align resources, inclusive of creating a transition plan, developing data migration protocols, updating policies and procedures, etc. (in conjunction with Recommendation #7).

Management Response:
Concur. The County is in the process of developing a new ERP system that is anticipated to replace several stand-alone systems used in the procurement process. The ERP will be a countywide enterprise system with dedicated staff representing each functionality. Significant input will be provided for the development of the ERP system and associated implementation plans, policies and procedures. It is the intention of the County that no other systems will have to be pursued. Full implementation of the new ERP System is anticipated in 2028.

Lack of Standardization Is Creating Operational Inefficiencies

Recommendations

7. The CPO should continue to prioritize current efforts to revise OpenGov system templates and resolve major functionality issues within the next six months.
8. The CEO should require full department participation in procurement workflow design and evaluation and for department staff to provide timely feedback to the CPO to ensure templates are appropriately designed and functional to effectively conduct procurement activities.

County of Orange
Procurement Governance Report
April 18, 2025

9. While the ERP system implementation is underway, the CPO should collaborate with the Auditor-Controller Department and with department users to improve the invoicing process, for example, by developing standard invoice approval protocols, and documenting and making them accessible for all relevant staff to follow.
10. The CPO should collaborate with the Auditor-Controller Department to establish and track performance metrics around timely vendor payments and put in place an accountability system to ensure performance to standards.

Management Response:
Concur. The CPO is committed to the standardization of policies and practices across all procurement teams and is in the process of a major reorganization that will centralize the function within the CPO. In addition, the County is implementing a new ERP system for which dedicated procurement professionals have been embedded into the ERP Team to ensure the new system will meet all procurement needs and provide key performance indicators. Efforts will be made to ensure all areas are equally and properly represented. Investments in existing systems anticipated to be replaced by the ERP system will be limited to those deemed critical to current operations.

Staffing-Related Issues Are Adversely Impacting Operations

Recommendations

11. The County should consider conducting a compensation study to compare salaries for procurement professionals with other similar local external agencies and determine whether it is appropriate to adjust current salaries to be more competitive. In addition, explore other initiatives to recruit and retain top purchasing talent, like recognition or bonus programs, flexible work schedules, robust benefits, etc.
12. The County Procurement Officer should develop and oversee a staffing plan to cross-train and strategically deploy procurement staff resources based on Countywide needs (in conjunction with Recommendation #21).
13. The County Procurement Office should develop a strategy to fully staff up and execute the procurement compliance function.

Management Response:
Concur. Classification compensation studies are routinely completed to ensure the County is competitive. Any additional staffing would be based on workload needs and available funding for which the reorganization in progress may result in efficiencies and additional coverage for departments. The reorganization provides for a dedicated team to focus on professional development; systems and data analytics; outreach and engagement; and policy and compliance. This function has been identified as critical and essential for CPO and recruitments will be pursued to fill those positions, anticipated to be completed by the end of 2025.

Steps Can Be Taken to Better Ensure Staff Are in Full Compliance with Required Trainings and Trainings Can Be Designed to Be More Relevant to Core Functions

County of Orange
Procurement Governance Report
April 18, 2025

Recommendations

14. Seek input from procurement staff to improve the training program with a more interactive format, focus on job-specific tasks, cross-train for broader deployment of staff, and implement better assessment tools (i.e., feedback mechanisms to ensure staff have really acquired the skills and knowledge they are being trained on, like targeted exams, applied exercises that are incorporated into the trainings, or practical refreshers for ongoing retention of practices around key processes or procurement types).
15. Explore additional tools and systems to automate the tracking of training requirements and compliance for all procurement staff to include reminders, compliance reports, and consequences (i.e., automatic revocation of DPA status/certifications, etc.).

Management Response:
Concur. A dedicated team has been established in the CPO that focuses on professional development including a new onboarding program for new procurement staff, a robust training program, established mentorships and internship programs, and events central to further learning, sharing or team building for the CPO. CPO will focus on enhancing the training program to focus in on-the-job trainings and other topics that the DPAs suggest through the various feedback mechanisms. Inherent in this function is tracking each staff's training and experience to ensure requirements and the needs of the County are being met, CPO will work with HR on enhancing the current training tracking program to fulfill these needs.

Contract Monitoring Is an Area of Weakness and High Risk for the County

Recommendations

16. The County Procurement Office should work with departments to determine the role of procurement staff to assist with contract monitoring based on risk, and standardize protocols where possible.
17. Develop one standardized protocol and system for all departments to use to track contract milestones and deliverables, performance metrics, etc., and train staff accordingly.
18. When the ERP system implementation is underway, the County Procurement Office should collaborate with the Auditor-Controller Department to seek ways to automate workflows as much as is feasible for documenting vendor due diligence checks, subrecipient monitoring tasks (especially those that are federally mandated), performance reporting, and any associated approvals.

Management Response:
Concur. The centralization of the procurement function through the reorganization will create an opportunity to implement standardization in various aspects of contracting and contract monitoring. Standard contract monitoring procedures are being developed based on contract type to ensure CPO is meeting the requirements pertaining to their scope of responsibility and applied to the ERP development and implementation.

County of Orange
Procurement Governance Report
April 18, 2025

Greater Centralization of the Procurement Function Will Strengthen Controls and Improve Compliance

Recommendations

19. Continue strengthening the central purchasing function and consider developing a 12- to 18-month plan to centralize all departments and procurement professionals under the CPO.
20. Develop a rotation program within the next three to five years, cross-training and cross-certifying purchasing staff to be able to serve a majority of County department(s) (in conjunction with Recommendation #12).
21. Develop Countywide performance measures in collaboration with Deputy Purchasing Agents in all of the user departments to set turnaround times for various types of procurements and put in place accountability systems to ensure performance to standards.
22. Track procurement workload and continuously refine a work management system to strategically deploy staff and other resources.

Management Response:
Concur. This is in progress and estimated to be completed by January 2026. The reorganization for centralizing the procurement function was approved by the Board of Supervisors on January 28, 2025 and will be completed in phases over a 6-month period. After each phase, an assessment has been done to determine any changes or improvements to be made going forward. Throughout the process, communications have been shared through their established weekly emails and at their regularly scheduled meetings. Incorporated into this plan is the ability to address vacancies across departments, provide rotational opportunities, and ensure the staffing levels are sufficient for the workloads assigned. To date, the reorganization has been seamless and the benefits of cross assignments and staff temporary assignment have been appreciated by various departments struggling with workload issues.

Existing Governance Structure and Role of Board Pose Risks to County

Recommendations

23. Update all relevant sections and related language in the Contract Policy Manual, Procurement Policy Manual, and relevant policy and procedure documents to clarify the Board's role in approving or denying contract awards. The Board should generally approve contracts exceeding certain thresholds as outlined in County policies, but not select or guide staff to select specific contractors. Formalize in the policies and procedures a detailed process for documenting justifications in the event of a contract award denial, as well as a process for reviewing denials.
24. Implement regular trainings (at least annually) conducted by the County Procurement Office for Board members around policies and procedures, governance roles and responsibilities, undue influence, fraud, and other relevant topics as needed. Incorporate this training into the Board onboarding process.
25. Develop disclosure forms to be used with all discretionary funds outlining what the purchase was for, the intended beneficiaries, intended return on investment, who was awarded the contract, and justification.

County of Orange
Procurement Governance Report
April 18, 2025

Procurement Governance - Management Response
April 11, 2025
Page 6

26. Implement a streamlined process for considering and implementing Board changes to the procurement process, aimed at improving input from subject matter experts (e.g., CPO) and considering policy alternatives, prior to adoption and implementation.

Management Response:
Concur. The CPO will continue to perform an annual review of the CPM to identify any areas where further clarification is required to define applicable roles and responsibilities. The CPO maintains a list of updates that are required whether due to legislation or operations needs and will continue to collect those across all Departments and Board of Supervisors. The PPM is also regularly revised to ensure all processes are consistent with any CPM revisions made. Applicable trainings on any revised policies and/or procedures, will be coordinated by the Professional Development unit in the CPO. A special training track will be developed for non-procurement staff such as program staff and the Board of Supervisors Offices. Anticipated completion is July 2026.

Thank you.
Sincerely,

Digitally signed by Michelle Aguirre
DN: cn=Michelle Aguirre, o=County of Orange, ou=County Executive Officer, email=Michelle.Aguirre@ocgov.com, c=US
Date: 2025.04.11 15:09:35 -07'00'

Michelle Aguirre
Interim County Executive Officer

cc: Maria Agrusa, County Procurement Officer
Kim Engelby, Chief Financial Officer
Aggie Alonso, Internal Audit Director

County of Orange
Procurement Governance Report
April 18, 2025

APPENDIX B: FINDING TYPE CLASSIFICATION

Critical Control Weakness	Significant Control Weakness	Control Finding
These are audit findings or a combination of audit findings that represent critical exceptions to the audit objective(s) and/or business goals. Such conditions may involve either actual or potential large dollar errors or be of such a nature as to compromise the department's or County's reputation for integrity. Management is expected to address **Critical Control Weaknesses** brought to its attention immediately.	These are audit findings or a combination of audit findings that represent a significant deficiency in the design or operation of internal controls. **Significant Control Weaknesses** require prompt corrective actions.	These are audit findings concerning the effectiveness of internal control, compliance issues, or efficiency issues that require management's corrective action to implement or enhance processes and internal control. **Control Findings** are expected to be addressed within six months, but no later than twelve months.

MGO & You

We are excited to explore the opportunities.

Kyle O'Rourke, MPA, CIA, CRMA, CGAP
Partner
+1 (818) 436-4196
KOrourke@mgocpa.com
mgocpa.com

mgo.

Docusign Envelope ID: 793B34C1-2DFF-4CD4-A374-E4B19927ADC8

Subordinate Contract CT-079-26010886

For

County's Ethics Program Audit

Between

The County of Orange

And

Macias Gini & O'Connell, LLP

Docusign Envelope ID: 793B34C1-2DFF-4CD4-A374-E4B19927ADC8

Subordinate Contract
CT-079-26010886
For
County's Ethics Program Audit
Between
County of Orange
And
Macias Gini & O'Connell, LLP

THIS Subordinate Contract Number CT-079-26010886 for an audit of the County's Ethics Program ("Subordinate Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California ("County") and Macias Gini & O'Connell, LLP ("Contractor") with County and Contractor sometimes referred to individually as "Party" or collectively as "Parties."

ATTACHMENTS

This Subordinate Contract is comprised of this document and the following Attachments:

Attachment A - Scope of Work
Attachment B - Payment and Compensation
Attachment C - Regional Cooperative Agreement RCA-017-26010029 incorporated by reference only.

RECITALS

WHEREAS, County and Contractor entered into a Regional Cooperative Agreement RCA-017-26010029 for auditing services ("RCA"), effective March 10, 2026, through March 9, 2029; and

WHEREAS, County and Contractor desire to enter into a subordinate contract for an audit of the County's Ethics Program, pursuant to the terms of the RCA and this subordinate contract effective April 15, 2026, through April 14, 2027.

NOW, THEREFORE, the Parties mutually agree as follows:

ADDITIONAL TERMS AND CONDITIONS

1. Scope of Contract:

This Subordinate Contract specifies the contractual terms and conditions by which the Contractor shall conduct an audit of the County's Ethics Program in accordance with the terms and conditions as stated in the RCA, attached hereto as Attachment C.

2. Term of Contract:

The initial term of this Subordinate Contract shall become effective April 15, 2026, and shall continue through April 14, 2027, unless otherwise terminated as provided herein.

Docusign Envelope ID: 793B34C1-2DFF-4CD4-A374-E4B19927ADC8

3. Adjustments – Scope of Work:

No adjustments made to the Scope of Work will be authorized without prior written approval of County assigned Deputy Procurement Agent (DPA).

4. Project Manager, County:

The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

5. Compensation and Payment

Contractor agrees to provide the products or services specified in Attachment A (Scope of Work) and at the pricing specified in the RCA. The maximum amount under this Subordinate Contract shall not exceed amount stated in Attachment B (Payment and Compensation).

6. Notices:

Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned DPA, except through the course of the Parties' Project Managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor:	Macias Gini & O'Connell, LLP
Attn:	Kyle O'Rourke
Address:	111 Pacifica Suite 300, Irvine, CA 92618
Phone:	(818) 436-4196
Email:	KOrourke@mgocpa.com

Docusign Envelope ID: 793B34C1-2DFF-4CD4-A374-E4B19927ADC8

County's Project Manager: Internal Audit Department	
Attn:	Jose A. Olivo
Address:	601 N. Ross Street, Suite 528 Santa Ana, CA 92701
Phone:	(714) 834-5509
Email:	Jose.Olivo@iad.oc.gov

cc: CEO/Procurement Services	
Attn:	David Mojarro, County DPA
Address:	400 West Civic Center Drive, 5th Floor Santa Ana, CA 92701
Phone:	(714) 567-5025
Email:	david.mojarro@ceo.oc.gov

Docusign Envelope ID: 793B34C1-2DFF-4CD4-A374-E4B19927ADC8

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

Macias Gini & O'Connell, LLP, a State of California Partnership

If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

- The first corporate officer signature must be one of the following: 1) Chairman of the Board, 2) President, 3) Vice President; and
- The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer, 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Signature	Name	Title	Date
Signed by: E6600BA7102C4BA...	Kyle O'Rourke	Partner	4/6/2026

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

COUNTY AUTHORIZED SIGNATURE:

Signature	Name	Title	Date
		Deputy Procurement Agent	

Approved as to form:
County Counsel

Signature	Name	Title	Date
DocuSigned by: Ronnie Magsaysay C44B73F6A6EE416...	Ronnie Magsaysay	**Deputy**	4/6/2026

Docusign Envelope ID: 793B34C1-2DFF-4CD4-A374-E4B19927ADC8

ATTACHMENT A - SCOPE OF WORK

PROJECT DEFINITION

The Contractor shall be a qualified, professional auditing firm able to perform an audit of the County's Ethics Program.

1. Background

The Internal Audit Department (IAD) adheres to the mandatory guidance issued by the Institute of Internal Auditors (IIA), which includes the Global Internal Audit Standards (Standards). The Standards require the IAD to perform an annual risk assessment and develop an audit plan to address high-risk areas, including information technology governance, fraud risk, and the effectiveness of compliance and ethics programs. The IAD is seeking a contractor to perform an evaluation of the effectiveness of the County's ethics program.

The Board of Supervisors, County Executive Office, and senior management set the tone at the top with strong policies and conduct. The County Code of Ethics was adopted by the Board of Supervisors in October 1993 and subsequently amended in June 2016 to establish the standards of conduct required of County officials and employees for the proper operation of County government. In addition, the Campaign Finance and Ethics Commission was established in June 2016 to provide oversight of the County's Campaign Reform Ordinance, Lobbyist Registration and Reporting Ordinance, the Gift Ban Ordinance and Sections 6 and 9 of the County Code of Ethics. The Commission ensures that ethics training is provided to newly elected and appointed County officials in those areas for which the Commission has training responsibility.

An ethics program evaluation supports the County's commitment to ethical conduct, strengthens governance, mitigates risk, and provides assurance to stakeholders that ethical standards are upheld.

2. Scope and Objectives

To evaluate the design, implementation, and effectiveness of the County's ethics program, including the following areas:

A. **Design**

1. **Governance and Oversight** – Evaluate whether the County has a documented ethics framework to ensure a foundational governance structure exists to guide ethical behavior and compliance. This includes conducting a comprehensive review of the County to identify and evaluate:

    a. Ethics-related activities, including but not limited to, a Code of Conduct and supporting policies that align with ethics-related objectives, such as mission and value statements; hiring and training processes; anti-fraud and whistleblowing systems; and hotline and investigation processes.

    b. Oversight bodies and governance structures responsible for ethics and compliance, such as the Board of Supervisors, County Executive Office, County Counsel, Ethics Commission, Human Resource Services, Equal Employment Opportunity Access Office, Audit

Docusign Envelope ID: 793B34C1-2DFF-4CD4-A374-E4B19927ADC8

Oversight Committee, and ensuring roles and responsibilities for ethics oversight are properly defined.

2. **Promoting Ethical Behavior** – Assess whether ethics objectives are clearly stated, measurable, and linked to governance and risk management (e.g., addresses high-risk areas, such as procurement integrity, fraud prevention, misuse of public funds) to ensure the program is strategically designed to promote ethical behavior and values, including organizational integrity and accountability, both internally and among its external business partners.

3. **Alignment with Laws and Best Practices –** Assess whether the County's ethics program, including governance structure and oversight bodies, aligns with applicable laws, regulations, and best practices.

B. **Implementation**

1. **Communication and Training** – Evaluate whether the County effectively communicates and trains employees, elected officials, and contractors on the County's ethics policies, including Code of Conduct, to ensure they understand and can comply with ethical expectations.

2. **Promoting Ethical Culture** – Assess the County's culture and commitment to compliance, including leadership behavior and communication, and employee engagement (employee surveys/feedback, ethics hotlines, and open-door policies), to ensure that ethical values are consistently demonstrated and encouraged across all levels of the County, fostering trust, transparency, and accountability.

3. **Reporting and Fraud Hotline** – Evaluate whether:

   a. Reporting mechanisms (hotlines and complaint portals) are confidential, secure, and functional (e.g., available to employees and the public, and oversight/monitoring is appropriately defined) to provide safe channels for reporting and addressing misconduct and encourage transparency.

   b. Investigations of ethics complaints follow documented protocols and are timely and impartial to ensure due process and fairness in handling allegations.

4. **Disciplinary Actions** – Assess whether the County consistently enforces and communicates disciplinary actions for violations of ethics policies or acts of unethical behavior to reinforce accountability and deter unethical behavior.

5. **Oversight and Accountability** – Assess whether the County provides governance and oversight bodies (e.g., Board of Supervisors, County Executive Office, Ethics Commission, Human Resource Services, Equal Employment Opportunity Access Office, Audit Oversight Committee) with ethics reports to act on findings and ensure oversight and accountability at the highest level.

C. **Effectiveness**

1. **Program Effectiveness** – Assess whether the County periodically evaluates whether its ethics program achieved its intended outcomes, such as increased awareness in ethics policies and

Docusign Envelope ID: 793B34C1-2DFF-4CD4-A374-E4B19927ADC8

reporting mechanisms and/or reduction in violations, to ensure they regularly determine if the program is delivering measurable benefits and fostering an ethical culture.

2. **Performance Metrics** – Assess whether the County reviews the appropriateness of their performance metrics (e.g., Hotline usage trends, resolution times, and case closure rates, and survey results on ethical culture and tone at the top), to ensure they evaluate program performance and identify areas for improvement.

3. **Program Enhancements** – Assess whether the County incorporates lessons learned from ethics violations into program enhancements to ensure they promote continued improvement and strengthen controls.

3. Professional Standards

Auditing services will be conducted under the IIA Standards.

4. Deliverables

A. The Contractor will prepare and submit to the Internal Audit Department Deputy Director, who shall serve as the Project Manager, agreed-upon deliverables as outlined below. Deliverables must be produced consistent with applicable industry and professional standards. If the County rejects any final report or deliverable, the County must notify the Contractor in writing of the reason for the rejection. The Contractor will have ten calendar days from date of receipt of notification to correct the deficiencies and resubmit the report or deliverable. Failure to submit acceptable work within the ten calendar days shall constitute a breach of the contract. The County will not compensate the Contractor for time spent on revisions due to incorrect and/or poorly prepared written deliverables:

1. **Biweekly Status Reports** – the Contractor will prepare and submit to the County written bi-weekly status reports regarding the status of the audit including:

   a. Preliminary findings to date.

   b. Audit program steps completed, in progress, and not started.

2. **Audit Program** – the Contractor will prepare a written audit program with detailed audit steps (including methodology and scope) at the Project Manager's request before fieldwork commences.

3. **Audit Engagement Letter** – the Contractor will provide an Audit Engagement Letter to the auditee and the Project Manager before the Audit Entrance Meeting (see Meetings section below). The Letter will contain the following information:

   a. Purpose of the audit.

   b. Proposed audit objectives.

   c. Expected audit scope.

   d. Auditor(s) assigned to conduct the audit.

Docusign Envelope ID: 793B34C1-2DFF-4CD4-A374-E4B19927ADC8

e. Proposed start date.

f. Any other relevant information.

4. **Draft Audit Report** – before finalizing the report, the Contractor will conduct an Audit Exit Meeting (see Meetings section below) to meet with the auditee and Project Manager to discuss their findings and recommendations, if applicable. The Contractor shall classify the findings as follows:

   a. High-Risk – These are audit findings or a combination of audit findings that represent serious flaws requiring significant, immediate changes (e.g., systemic policy violations, major compliance gaps).

   b. Medium-Risk – These are audit findings or a combination of audit findings that represent problematic practices needing necessary modifications to reduce risk (e.g., unclear guidelines, inconsistent application).

   c. Low Risk – These are audit findings concerning minor issues where current practices are mostly adequate but could benefit from improvements (e.g., current forms or policies, but not easily accessible).

B. The Contractor will submit to the Project Manager a draft report for the audit. After the draft report is approved by the Project Manager, the Contractor will send the report to the auditee and the Project Manager. The Contractor will give the auditee 30 days to prepare written responses to any applicable audit recommendations. The written responses will be incorporated into the final audit report.

1. **Final Audit Report** – the audit report must include at a minimum these sections:

   a. Background (synopsis of the function/process(es) being audited).

   b. Objectives, Scope, and Methodology (purpose of engagement; nature, timing, and extent of audit work; scope limitations).

   c. Results and conclusions for each audit objective, including, and any applicable audit findings and related recommendations. The results should also include recognition of business process and internal control strengths noted during the audit.

   d. Recommendations.

   e. Management's response and corrective action plan (action to be taken, action owner, target date for completion).

5. Meetings

A. **Audit Entrance Conference**: Within five days after issuance of the contract, the Contractor will provide the Project Manager with available dates so that he/she can arrange an entrance conference, to be attended by the Contractor, the County's Internal Audit Staff and/or Management and the auditee. The Contractor will use the Entrance Conference to mark the official beginning of the

Docusign Envelope ID: 793B34C1-2DFF-4CD4-A374-E4B19927ADC8

audit; introduce auditors to key management personnel; brief the auditee on the audit process, purpose of the audit, and audit objectives.

B. **Audit Exit Conference**: Before the draft audit report is formally sent to the auditee, the Contractor will provide the Project Manager with available dates for the exit conference among the Contractor, the auditee, the County's Internal Audit Staff and/or other employee(s) deemed necessary by the County. At the exit conference, the Contractor will request that the auditee provide to the Project Manager within a specified timeframe a written corrective action plan (including expected implementation dates and the party responsible for implementing the corrective actions) in response to the draft report. The parties will determine the format for the auditee's corrective action(s). The Contractor, in conjunction with the Project Manager, will review the auditee's corrective action plan to determine if a rebuttal is warranted. If necessary, the Contractor will prepare the rebuttal documents.

6. Milestone Dates

The milestone dates for each deliverable and meeting are noted below:

1. Biweekly Status Reports: 14 days after contract award and every subsequent 14 days until project completion.
2. Audit Program: 21 days after contract award.
3. Audit Engagement Letter: 25 days after contract award.
4. Audit Entrance Conference: 35 days after contract award.
5. Audit Exit Conference: 90 days after Entrance Conference.
6. Draft Audit Report: 100 days after Entrance Conference.
7. Final Audit Report: 30 days after Draft Audit Report.

7. Payment

The County will pay Contractor on a monthly basis, provided that invoices include the Billed Hours by Position and Hourly Rates as agreed upon within the Regional Cooperative Agreement.

8. Submission of Deliverables

The Contractor will submit deliverables to:

Internal Audit Department
Aggie Alonso, Director
Jose A. Olivo, Deputy Director (Project Manager)
601 N. Ross Street, Suite 528
Santa Ana, CA 92701
Aggie.Alonso@iad.oc.gov
Jose.Olivo@iad.oc.gov

Docusign Envelope ID: 793B34C1-2DFF-4CD4-A374-E4B19927ADC8

ATTACHMENT B - PAYMENT AND COMPENSATION

1. Compensation

This is a firm fixed fee Subordinate Contract between County and Contractor for an audit of the County's Ethics Program as set forth in Attachment A, "Scope of Work".

Contractor agrees to accept the specified compensation as set forth in this Subordinate Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles "Changes" and "Amendments" of County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

Line Item	Description	Unit Cost
1	County's Ethics Program Audit	$71,000.00
	Total	$71,000.00

2. Price Increase/Decreases:

No price increases will be considered during the term of the Contract. All price decreases will automatically be extended to County of Orange. County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of Contract. Adjustments increasing Contractor's profit will not be allowed.

3. Firm Discount and Pricing Structure:

Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Subordinate Contract not otherwise specified and provided for within this Subordinate Contract.

4. Contractor's Expense:

Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

5. Payment Terms – Payment in Arrears:

Invoices are to be submitted in **arrears** to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

Docusign Envelope ID: 793B34C1-2DFF-4CD4-A374-E4B19927ADC8

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County of Orange for any monies paid to Contractor for goods or services not provided or when goods or services do not meet Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

6. Payment – Invoicing Instructions:

Contractor will provide an invoice on the Contractor's letterhead for services rendered.

Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from "A" above
3. Name of County Agency/Department
4. Subordinate Contract Number CT-079-26010886
5. Delivery/Service address
6. Date of invoice
7. Complete Breakdown of Billed Hours by Position and Hourly Rate per the Regional Cooperative Agreement
8. Total

Invoices and support documentation shall be addressed to:

Internal Audit Department

Attn: Accounts Payable

601 N. Ross Street St., Suite 528

Santa Ana, CA 92701

Email: Jose.Olivo@iad.oc.gov AND Gabriela.Cabrera@iad.oc.gov

7. Payment (Electronic Funds Transfer (EFT):

County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to The County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department Procurement Buyer listed in Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

Docusign Envelope ID: 793B34C1-2DFF-4CD4-A374-E4B19927ADC8

ATTACHMENT C - REGIONAL COOPERATIVE AGREEMENT RCA-017-26010029

Incorporated by reference only.

Contract Summary Form

OC Expediter Requisition #: 1800190

Macias Gini & O'Connell LLP

SUMMARY OF SIGNIFICANT CHANGES

1. Scope of Work: Audit of the County's Ethics Program (page 6).
2. Cost: $71,000 (page 11).
3. Term: April 15, 2026 through April 14, 2027 (page 2).

SUBCONTRACTORS

This contract does not include subcontractors or pass through to other providers.

CONTRACT OPERATING EXPENSES

The County will pay Contractor on a monthly basis, provided that invoices include the Billed Hours by Position and Hourly Rates as agreed upon within the Regional Cooperative Agreement.

The Contractor's milestone dates for each deliverable are as follows:

1. Biweekly Status Reports: 14 days after contract award and every subsequent 14 days until project completion.
2. Audit Program: 21 days after contract award.
3. Audit Engagement Letter: 25 days after contract award.
4. Audit Entrance Conference: 35 days after contract award.
5. Audit Exit Conference: 90 days after Entrance Conference.
6. Draft Audit Report: 100 days after Entrance Conference.
7. Final Audit Report: 30 days after Draft Audit Report.

Docusign Envelope ID: BF37C76F-AB43-4AF9-9564-E69330E3918C

County Executive Office

Memorandum

RECEIVED
2026 APR -9 AM 10:29
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

April 8, 2026

To: Clerk of the Board of Supervisors

From: Michelle Aguirre, County Executive Officer

Signed by: Michelle Aguirre
1B08898A0E6A4FA...

Subject: Supplemental Request According to Board Rule 21

S43D

The County Executive Office is requesting a Supplemental Agenda Staff Report for the April 14, 2026, Board Hearing.

Agency: County Executive Office
Subject: Memorandum of Understanding for Capital Improvements and Services
Districts: District 1

Reason Item is Supplemental: This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the board due to the timing of coordination and completion of required information between the Office of Care Coordination and City of Huntington Beach.

Justification: Approval at the April 14, 2026, Board of Supervisors' meeting is necessary to avoid delays in executing the Memorandum of Understanding and initiating time sensitive capital improvements at the Huntington Beach Navigation Center. Deferring this item could delay improvement to a critical shelter resource and access to available beds; ultimately, impacting service delivery to individuals experiencing homelessness.

Concur: Doug Chaffee

Doug Chaffee, Chair of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel

Docusign Envelope ID: BF37C76F-AB43-4AF9-9564-E69330E3918C

Agenda Item *Clerk's Use Only* S43D

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE:	4/14/2026
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	District 1
SUBMITTING AGENCY/DEPARTMENT:	County Executive Office
DEPARTMENT HEAD REVIEW:	Signed by: Michelle Aguirre 1B08898A0E6A4FA... *Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Douglas Becht, 714-834-5000 Zulima Lundy, 714-834-680

RECEIVED
2026 APR -9 AM 10: 29
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

SUBJECT: Memorandum of Understanding for Capital Improvements and Services

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
Signed by: Michelle Aguirre 1B08898A0E6A4FA... *CEO Signature*	Approve Agreement as to Form *Action* DocuSigned by: Christopher Anderson *County Counsel Signature*	Discussion 3 Votes Board Majority

Budgeted: Yes **Current Year Cost:** $500,000 **Annual Cost:** N/A

Staffing Impact: No **# of Positions:** **Sole Source:** No

Current Fiscal Year Revenue: N/A

Funding Source: State: 100% **County Audit in last 3 years** No

Levine Act Review Completed: N/A

Prior Board Action: N/A

RECOMMENDED ACTION(S)

Authorize the County Executive Officer or designee to execute the Memorandum of Understanding for Capital Improvement and Services between the County of Orange and the City of Huntington Beach for an amount not to exceed $500,000 effective April 14, 2026, through June 30, 2027.

SUMMARY:

Approval of the Memorandum of Understanding (MOU) with the City of Huntington Beach will establish a procedure to provide funding in support of capital improvements at the Huntington Beach Navigation Center and provide a mechanism for the County to refer individuals to five available beds during the term of the MOU.

BACKGROUND INFORMATION:

The Memorandum of Understanding (MOU) between the County of Orange (County) and the City of Huntington Beach (City) establishes guidelines for the implementation and administration of the Homeless Housing, Assistance and Prevention (HHAP) Program funding to support Capital Improvement and

Docusign Envelope ID: BF37C76F-AB43-4AF9-9564-E69330E3918C

Services at the Huntington Beach Navigation Center (HBNC) located at 17631 Cameron Lane, Huntington Beach, CA 92647.

On September 29, 2019, the County entered a Subrecipient Agreement with the City to transfer a Sprung shelter facility, equipment, and grant funding. These resources were provided to support the development of the HBNC, shelter operations and facilitate compliance with COVID-19 public health measures for individuals experiencing homelessness.

Since that time, the City has operated HBNC as an emergency shelter program providing 164 beds to individuals experiencing homelessness withing the city boundaries. The HBNC offers case management, housing navigation, and access to other supportive services with the goal of supporting participants in achieving housing stability.

Due to the ongoing use, the HBNC site requires capital improvements to address the wear and tear, as well as upgrades to enhance safety measures, functionality, and participants' experience.

Through this MOU, the County will provide $500,000 in HHAP Program funding to the City to support capital improvement projects. In return, the County will have access to refer up to five (5) individuals to "As Available Beds" at the HBNC during the term of the MOU.

The City has identified the following capital improvements to be made at HBNC during the term of the MOU. The City will be working to determine the timing, prioritization, and scope of such improvements based on the available funding, operation needs, and overall project considerations.

a. Repairs to the base of the Sprung Structure are necessary to reinforce the lining seal and will include asphalt grading for improved draining. Estimated cost: $75,000.
b. Painting the exterior and interior of facility, including specialized floor paint for the Sprung Structure. Estimated cost: $80,000.
c. Replacement of the air conditioning system in the dining hall to meet the space demands. Estimated cost: $25,000.
d. Relocation of pet relief area. Estimated cost: $5,000.
e. Replacement of tables and chairs in the dining hall. Estimated cost: $3,500.
f. Replace existing laundry room ventilation system. Estimated cost: $3,000.
g. Update the existing, non-operational security camera system. Estimated cost: $2,500.
h. Replacement of shade cover for outdoor recreation space. Estimated cost: $1,000.
i. Replacement or repair front office/navigator offices building. Estimated cost: $500,000.
j. Replacement of current restrooms. Estimated cost: $750,000.

Additionally, the HBNC will operate in accordance with the County's Standards of Care for Emergency Shelter Providers (Standards of Care) during the term of the MOU. The Standards of Care is a comprehensive set of administrative, operational, and facility-based standards designed to support the quality and consistency of program operations, evidence-based participant services, core organizational and administrative functions, and facility design and operations.

The Huntington Beach City Council has agendized this MOU for approval at its April 21, 2026, meeting. Once approved, the City of Huntington Beach will enter the MOU between the County of Orange and the City of Huntington Beach for Capital Improvements and Services at HBNC.

This recommended action is coming to the Board as a Supplemental Agenda Staff Report and with less than 30 days before execution of the MOU given the importance of starting capital improvement projects as soon as possible. Additionally, this expedited timeline will support the Office of Care Coordination in accessing

the five (5) "As Available Beds" at the HBNC during the term of the MOU and connecting individuals experiencing unsheltered homelessness to available shelter resources.

The Office of Care Coordination requests that the Board of Supervisors approve the MOU for Capital Improvement and Services with the City as referenced in the Recommended Actions above. Approval of the MOU will support the maintenance of a critical resource that provides emergency shelter and access to supportive services to individuals experiencing homelessness.

FINANCIAL IMPACT:

Appropriations for this MOU are included in Budget Control 018 for FY 2025-26 Budget. This Contract has no impact on the County General Fund. The proposed funding sources are:

State: 100%

- Homeless Housing, Assistance and Prevention Program allocation for the County [HHAP County 100%]

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Memorandum of Understanding with the City of Huntington Beach

Docusign Envelope ID: C1ADA4DC-18C5-483F-9036-95829597A816

Memorandum Of Understanding
Between
County Of Orange
And
City Of Huntington Beach
For
Capital Improvements And Services At Huntington Beach Navigation Center

This Memorandum of Understanding ("MOU") is entered into upon execution of necessary signatures, by and between the County Executive Office, Office of Care Coordination, hereinafter referred to as "County," and the City of Huntington Beach, hereinafter referred to as "City." County and City may be referred to individually as "Party" and collectively as the "Parties".

This MOU establishes the specific guidelines for the implementation and administration of the Homeless Housing, Assistance and Prevention Program (HHAP) funding to support Capital Improvement and Services at the Huntington Beach Navigation Center located at 17631 Cameron Lane, Huntington Beach, CA 92647, herein after referred to as "HBNC".

The relationship between County and City, with regard to this MOU, is based upon the following:

1. This MOU sets forth the procedures authorized by both the County and City, for their respective employees to follow in implementing and operating the Capital Improvements and Services at the HBNC.
2. This is a financial MOU and is a legally binding agreement based on the promises of the Parties.
3. The City, through staffing and/or subcontracted provider(s), is to provide the services and activities described in this MOU that benefit persons who are experiencing homelessness and are eligible to access the HBNC pursuant to the guidelines set forth in this MOU. References to the City throughout this MOU will include any services and activities provided through the subcontracted provider(s).

I. BACKGROUND

On September 29, 2019, the County entered into a Subrecipient Agreement with the City to transfer a Sprung shelter facility and other equipment, as well as a grant amount to be used to facilitate compliance with COVID-19 related public health measures, including care for homeless populations of Orange County to facilitate compliance with COVID-19 related public health measures, including care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 health precautions.

Since then, the City has operated HBNC as an emergency shelter program that provides 164 beds to individuals experiencing homelessness within the City boundaries and provides case management, housing navigation and access to other supportive services with the goal.

HBNC is in need of some capital improvements to address the wear and tear associated with daily usage of the facility and additional repairs and upgrades that would improve the

Docusign Envelope ID: C1ADA4DC-18C5-483F-9036-95829597A816

participant's experience. Through this MOU, the County will provide HHAP funding to the City to support the implementation of the capital improvements projects and gain access to five (5) As Available Beds at the HBNC during the term of the MOU.

II. PURPOSE

The purpose of this MOU is to establish the procedure for the County and City to provide funding in support of capital improvements needed and outlines the mechanism for the County to refer up to 5 individuals who meet the criteria under Section 5 of this MOU to As Available Beds at the HBNC during the term of the MOU.

III. TERM

The term of this MOU is upon execution of necessary signatures to June 30, 2028, unless earlier terminated pursuant to the provisions of Paragraph 21 of this MOU; however, the Parties shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, reporting and confidentiality.

IV. DEFINITIONS

A. As Available Beds: refers to a minimum of five (5) beds at the HBNC for the Office of Care Coordination to refer Eligible Participants, available on a first-come, first-served basis. These may include beds designated for men, women, non-binary individuals, and couples.

B. Chronic Homelessness: HUD defines an individual or household to be experiencing chronic homelessness if:

   a. The head of household has a disability, as defined in section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9)), who:
      1. Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
      2. Has been homeless and living as described in paragraph (1)(i) of this definition continuously for at least 12 months or on at least 4 separate occasions in the last three (3) years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least seven (7) consecutive nights of not living as described in paragraph (1)(i). Stays in institutional care facilities for fewer than 90 days will not constitute as a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual was living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering the institutional care facility;
   b. An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or
   c. A household with an adult head of household who meets all of the criteria in paragraph (1) or (2) of this definition, including a household whose composition has fluctuated while the head of household has been experiencing homelessness.

Docusign Envelope ID: C1ADA4DC-18C5-483F-9036-95829597A816

C. County of Orange Standards of Care for Emergency Shelter (Standards of Care) are a comprehensive set of administrative, operational, and facility-based standards designed to support the quality and consistency of program operations, evidence-based participant services, core organizational and administrative functions, and facility design and operations. Reference Attachment A.

D. Eligible Participant: An individual experiencing homelessness in Orange County who meets the criteria as detailed in Section 5. Population to be Served.

E. Homelessness: HUD defines an individual or family as experiencing homelessness, if the individual or family meets any of the following conditions

   a. An individual or family who lacks a fixed, regular, and adequate nighttime residence.
   b. An individual or family with a primary night-time residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including, but not limited to, a car, park, abandoned building, bus station, train station, airport, or camping ground.
   c. An individual or family living in a supervised publicly or privately-operated shelter designated to provide temporary living arrangements, including hotels or motels paid for by state or local government programs for low-income individuals or by charitable organizations, congregate shelters, or transitional housing.
   d. An individual who resided in a shelter or place not meant for human habitation and who is exiting an institution where he or she temporarily resided.
   e. An individual or adult only household who will imminently lose their housing, including, but not limited to, housing they own, rent, or live in without paying rent, are sharing with others, or rooms in hotels or motels not paid for by state or local government programs for low-income individuals or by charitable organizations, as evidenced by any of the following:
      1. A court order resulting from an eviction action that notifies the individual or family that they must leave within fourteen (14) days.
      2. The individual or family having a primary nighttime residence, that is a room in a hotel or motel and where they lack the resources necessary to reside there for more than fourteen (14) days.
      3. Credible evidence indicating that the owner or renter of the housing will not allow the individual or family to stay for more than fourteen (14) days, and any oral statement from an individual or family seeking homeless assistance that is found to be credible shall be considered credible evidence for purposes of this clause.

F. Homeless Housing, Assistance and Prevention (HHAP) is a state funding source from the California Department of Housing and Community Development, which is intended to support local jurisdictions in their unified regional response to prevent and end homelessness in their regions.

G. HUD refers to the U.S. Department of Housing and Urban Development, which has oversight responsibilities for the use of federal funds provided to entitlement communities.

H. Office of Care Coordination is the division in the County Executive Office that coordinates homeless services programs for participants who are experiencing homelessness or at risk of homelessness. This includes OC Outreach & Engagement (OC O&E).

Docusign Envelope ID: C1ADA4DC-18C5-483F-9036-95829597A816

I. Outreach is the professional activity of trained homeless outreach workers to meet the immediate needs of people experiencing homelessness in unsheltered locations by connecting them with emergency shelter, housing, or critical services, and providing them with urgent, non-facility-based care through engagement, linkage and referrals.

J. Referrals is the linkage of eligible participants to appropriate supportive services, which may include activities that involve educating the community about services offered and requirements for participation in programs.

V. POPULATION TO BE SERVED

A. HBNC provides services to adult individuals, aged 18 and older, and adult-only households who are experiencing homelessness in Huntington Beach. Such individuals and household members must be able to meet all Activities of Daily Living (ADL) and must have no open felony warrants, must not be sex offender (pursuant to Penal Code 290), and must not have any known convictions or pending charges for arson (e.g. Penal Code 451). Further, such individuals, or at least one member of such household, must have verifiable ties to Huntington Beach, based on the following criteria:

a. A documented permanent address in Huntington Beach within the last five years;

b. If experiencing homelessness longer than five years, a documented last permanent address in Huntington Beach.

c. Current employment in Huntington Beach or verifiable employment in Huntington Beach within the past six months (such as a pay stub).

d. Full-time enrollment at Golden West College or enrollment in full-time-considered program (e.g. cosmetology, mechanics certification, etc.) in Huntington Beach.

e. A family member (as defined in the FHA Single Family Housing Policy Handbook 4000.1) currently residing in Huntington Beach.

VI. CITY RESPONSIBILITIES

A. Capital Improvements

a. City shall contract directly with, make payment for, and collect applicable back-up documentation of all HHAP funded capital improvements made at HBNC.

b. City shall ensure that capital improvements meet eligible costs and program requirements set forth in the HHAP guidelines and this MOU.

c. City shall ensure that capital improvements are coordinated with the HBNC and impacts on the operations and participants are minimized.

d. The City will complete some or all of the following capital improvements during the term of the MOU, as funding allows. The parties acknowledge that the total cost of identified repairs exceeds $500,000. Accordingly, the City will determine the

Docusign Envelope ID: C1ADA4DC-18C5-483F-9036-95829597A816

timing, prioritization, and scope of such improvements based on available funds, operational needs, and overall project considerations.

1. Repair of Sprung Structure Lining. Repairs to the base of the structure are necessary to reinforce the lining seal and will include asphalt grading for improved draining. Estimated cost: $75,000.
2. Paint. Paint exterior and interior of facility, including specialized floor paint for the Sprung Structure. Estimated cost: $80,000.
3. Dining Hall AC System Replacement. Replace the AC system to meet the space demands. Estimated cost: $25,000.
4. Pet Station. Relocation of pet area from proximity of dining hall to perimeter. Estimated cost: $5000.
5. Dining Hall Furniture. Replace tables and chairs in the dining hall. Estimated cost: $3500.
6. Laundry Room Ventilation. Replace existing laundry room ventilation system. Estimated cost: $3000.
7. Security Cameras. Update existing, non-operational security camera system. Estimated cost: $2500.
8. Shade Cover. Replace shade cover for outdoor, recreation space. Estimated cost: $1000.
9. Replace or repair front office/navigator offices building. Estimated cost: $500,000.
10. Replace current restrooms. Estimated cost: $750,000.

B. Standards of Care

a. City shall implement and operate the HBNC in accordance with the Standards of Care through the term of the MOU.

b. City shall request administrative and technical support from the County to ensure proper and timely implementation of the Standards of Care upon the effective date of the MOUS.

c. City shall coordinate and collaborate with the County through the Grievance and Dispute Resolution Process, as outlined in the Standards of Care, as necessary, for all county referred participants at HBNC.

d. City shall make county-referred participant files and administrative records available to the County, in a timely manner as requested, as part of the annual monitoring process of the Standards of Care.

e. County acknowledges that HBNC does not currently provide the County preferred number of restrooms and hereby waives this requirement as applied to the HBNC.

C. As Available Beds Coordination

a. City shall at minimum provide the County with access to five (5) As Available Beds

Docusign Envelope ID: C1ADA4DC-18C5-483F-9036-95829597A816

for the Office of Care Coordination to refer Eligible Participants on a first-come, first-served basis.

b. The City shall provide information on HBNC's bed availability, vehicle parking spots and pets and on a daily basis in order for the Office of Care Coordination to coordinate referrals.

c. City shall work with the operator of the HBNC to establish a tracking process and workflow to ensure that referrals from the Office of Care Coordination are processed timely.

d. City shall process referral forms (Attachment B) received from the Office of Care Coordination via email within 24 hours, Monday through Friday based on bed availability. A referral form received from the Office of Care Coordination during the weekend or holiday shall be processed by the City during the next business day.

e. City social workers shall communicate with the Office of Care Coordination if the person being referred to HBNC is eligible and meets the criteria set forth in Section 5. Population to be Served.

D. Administrative Responsibilities.

a. City shall provide to the County, by the twentieth (20^{th}) calendar day following the end of the quarter, a quarterly report on Capital Improvement activities completed to date to the County. The reporting shall include a brief narrative detailing the capital improvement activities accomplished, activities in progress, along with any updates on challenges or expected delays, and financial reporting of expenditures.

b. City shall provide daily occupancy reporting of the 5 As Available Beds to the County by 10 a.m. at the latest each day. The reporting should include the HMIS unique identifier and/or name of participant who vacated a bed if a new vacancy is being reported.

c. City shall maintain accurate and complete financial records as a separate ledger for all HHAP Activity costs related to capital expenditure under the terms of this MOU, including payment processing and budget tracking, invoices, purchase orders, sources and uses of funds, terms and conditions of financing, and all supportive documentation submitted by subrecipients for reimbursement and change orders (as appropriate).

d. City shall assist County with any monitoring and/or audits deemed necessary.

e. City shall attend County training courses and conferences that will include, but not be limited to, new California Department of Housing and Community Development regulations impacting HHAP funding and documentation of procedures and dissemination of changes to staff.

VII. COUNTY RESPONSIBILITIES.

Docusign Envelope ID: C1ADA4DC-18C5-483F-9036-95829597A816

A. County will act as a pass-through agency for HHAP funds. Except for County's responsibility related to the HHAP Program as set forth in this MOU, City will be responsible for completing the capital improvements as set forth in this MOU.

B. Standards of Care

a. County shall provide administrative and technical support to the City to ensure proper and timely implementation of the Standards of Care upon the effective date of the MOU.

b. County shall conduct annual monitoring of HBNC in accordance with the Standards of Care and will coordinate with the City for its scheduling.

C. As Available Beds Coordination

a. County pre-screen potential participants for the HBNC based on the criteria outlined in Section 5. and the referral form.

b. County shall complete referral forms of potential participants for the HBNC and email the completed referral forms to the City.

c. County shall coordinate intake into HBNC with the City to ensure that no eligible participants walk up to the HBNC, but are instead transported in.

d. County shall continue to outreach to and engage any participant who exits the HBNC and is experiencing unsheltered homelessness in Huntington Beach.

D. Administrative

a. County shall participate in meetings with the City to address any items as detailed in the MOU.

VIII. ELIGIBLE EXPENSES

A. The amount of County Funds allocated to the City available under this MOU, effective upon the execution of the MOU, to June 30, 2027, in an amount not to exceed amount of $500,000 be used for eligible capital improvements as described under section IV. under subsection A.

IX. PAYMENT

A. County shall pay City a grant amount of $500,000 within 30 business days of the full execution of this MOU. All expenditure on the grant amount must be for Eligible Expenses as described in Section VIII of this MOU.

B. It is understood that the County makes no commitment to funding this MOU beyond the terms set forth.

Docusign Envelope ID: C1ADA4DC-18C5-483F-9036-95829597A816

X. NON-DISCRIMINATION

A. In the performance of this MOU, City agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of clients, provision of services or benefits, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws.

B. City shall furnish any and all information requested by County related to HHAP funding and shall permit County access, during business hours, to books, records, and accounts related to HHAP funding in order to ascertain City's compliance.

C. City shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular 7 Code of Federal Regulations (CFR) section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter amended.

XI. SUBCONTRACTS

A. City shall not subcontract for services under this MOU without the prior written consent of County. If County consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of City to County. All subcontracts must be in writing and copies of same shall be provided to County, City shall include in each subcontract any provision County may require.

B. Subcontracts of $50,000 or less

City shall develop a standard form Purchase Order, subject to prior written approval of County, to be utilized for the purchase of services by City when the cumulative total cost of the services to be provided by any organization anticipated to be fifty thousand dollars ($50,000) or less during the term of this MOU. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of providing services or the usual and customary charges established by the organization(s) providing the services.

Docusign Envelope ID: C1ADA4DC-18C5-483F-9036-95829597A816

C. Subcontracts in excess of $50,000

City shall develop and submit for approval to County a system for the procurement of subcontracts with any organization in which the total cumulative cost of services provided by any single organization is anticipated to exceed fifty thousand dollars ($50,000) during the term of this MOU. City's proposed procurement system shall take into consideration such factors as: degree of price competition; pricing policies and techniques; experience and quality of service; methods of evaluating subcontractor responsibility; relationship of subcontractor to City planning, award, and post-award management of subcontracts, including internal audit procedures and monitoring of subcontractor's performance until completion of services.

D. Upon County's approval of City's proposed procurement system, City shall comply with such procurement system in obtaining subcontracts with a total cost in excess of fifty thousand dollars ($50,000) during the term of this MOU.

E. City and its subcontractor(s) shall establish and maintain accurate and complete financial records related to services provided under the terms of this MOU. Such records may be subject to the satisfaction of County, and to the examination and audit by County or designee, for a period of five (5) years or until any pending audit is completed.

XII. CONFIDENTIALITY

A. All records and information concerning any and all persons referred to City by County or County's designee shall be considered and kept confidential by City, City's employees, agents, subcontractors, and all other individuals performing services under this MOU, and shall remain confidential consistent with all applicable Federal, State and local laws and regulations. City shall require all of its employees, agents, and subcontractors, and all other individuals performing services under this MOU to before commencing the provision of any such services to agree to maintain confidentiality pursuant to this MOU.

B. City shall inform all of its employees, agents, and subcontractors, and all other individuals performing services under this MOU, of this provision and that any person violating the provisions of said California state law may be guilty of a crime.

C. City agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this MOU.

XIII. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

A. County owns all rights to the name, logos, and symbols of County. The use and/or reproduction of County's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without County's prior written consent is expressly prohibited.

B. City may develop and publish information related to this MOU where all of the

Docusign Envelope ID: C1ADA4DC-18C5-483F-9036-95829597A816

following conditions are satisfied, excepting City notification of the execution of, and reproduction of, this MOU, as subcontracted providers, is permissible:

a. County provides its written approval of the content and publication of the information at least 30 days prior to City publishing the information, unless a different timeframe for approval is agreed upon by County;

b. Unless directed otherwise by County, the information includes a statement that the program, wholly or in part, is funded through County, State and Federal Government funds;

c. The information does not give the appearance that the County, its officers, employees, or agencies endorse:

   1. Any commercial product or service; and,

   2. Any product or service provided by City, unless approved in writing by County; and

d. If City uses social media (such as Facebook, X, YouTube or other publicly available social media sites) to publish information related to this MOU, City shall develop social media policies and procedures and have them available to the County. City shall comply with County Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this MOU. The policy is available on the Internet at http://www.ocgov.com/gov/ceo/cio/govpolicies.

XIV. INDEMNIFICATION

A. City agree to indemnify, defend, with counsel approved in writing by County, and hold the State, County, and their elected and appointed officials, officers, employees, agents, and those special districts and agencies which County's Board of Supervisors acts as the governing Board ('County INDEMNITEES') harmless from any claims, demands, or liability of any kind or nature, including, but not limited to, personal injury or property damage, arising from or related to the services, products, or other performance provided by City pursuant to this MOU. If judgment is entered against City and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, City and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

XV. INSURANCE

A. Prior to the provision of services under this MOU, City agrees to purchase all required insurance at City's expense, including all endorsements required herein, necessary to satisfy County that the insurance provisions of this MOU have been complied with. City agrees to keep such insurance coverage, Certificates of Insurance and endorsements on

Docusign Envelope ID: C1ADA4DC-18C5-483F-9036-95829597A816

deposit with County during the entire term of this MOU. In addition, all subcontractors performing work on behalf of City pursuant to this MOU shall obtain insurance subject to the same terms and conditions as set forth herein for City.

B. City shall ensure that all subcontractors performing work on behalf of City pursuant to this MOU shall be covered under City's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for City. City shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from City under this MOU. It is the obligation of City to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by City through the entirety of this MOU for inspection by County representative(s) at any reasonable time.

C. All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIR in an amount in excess of fifty thousand dollars ($50,000), shall specifically be approved by the County of Orange Risk Manager, or designee, upon review of City's current audited financial report. If City's SIR is approved, City, in addition to, and without limitation of, any other indemnity provision(s) in the MOU, agrees to all of the following:

   a. In addition to the duty to indemnify and hold County harmless against any and all liability, claim, demand or suit resulting from City's agents, employees or subcontractor's performance of this MOU, City shall defend County at its sole cost and expense with counsel approved by Board of Supervisors against same; and

   b. City's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

   c. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and City's SIR provisions shall be interpreted as though City was an insurer and County was the insured.

D. If City fails to maintain insurance acceptable to County for the full term of this MOU, County may terminate this MOU.

E. Qualified Insurer:

   a. The policy or polices of insurance required herein must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

F. If the Insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial rating.

Docusign Envelope ID: C1ADA4DC-18C5-483F-9036-95829597A816

G. The policy or policies of insurance maintained by City shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	$1,000,000 per occurrence $2,000,000 aggregate
Workers' Compensation	Statutory
Employer's Liability Insurance	$1,000,000 per occurrence
Network Security & Privacy Liability	$1,000,000 per claims made
Professional Liability Insurance	$1,000,000 per claims made $1,000,000 aggregate

H. Required Coverage Forms

a. Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage at least as broad.

b. Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

I. Required Endorsements

a. Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1. An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insured or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

2. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that City's insurance is primary, and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

b. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance.

1. An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insured for its vicarious liability.

2. A primary and non-contributing endorsement evidencing that the City's insurance is primary, and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

Docusign Envelope ID: C1ADA4DC-18C5-483F-9036-95829597A816

J. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

K. All insurance policies required by this MOU shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

L. City shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the County may suspend or terminate this MOU.

M. If City's Professional Liability and/or Network Security and Privacy Liability policies are a "claims made" policy, City shall agree to maintain coverage for two (2) years following completion of this MOU.

N. The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insured" clause (standard in the ISO CG 0001 policy).

O. Insurance certificates should be mailed to County at the address indicated in Paragraph XX of this MOU.

P. Failure of City to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or County, will result in a breach of this MOU.

Q. County expressly retains the right to require City to increase or decrease insurance of any of the above insurance types throughout the term of this MOU. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

R. County shall notify City in writing of changes in the insurance requirements. If City does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this MOU may be in breach without further notice to City, and County shall be entitled to all legal remedies.

S. The procuring of such required policy or policies of insurance shall not be construed to limit City's liability hereunder nor to fulfill the indemnification provisions and requirements of this MOU, nor act in any way to reduce the policy coverage and limits available from the insurer.

T. County has reviewed and approved the Insurance Certificate provided by City's service provider, Mercy House, a copy of which is attached hereto, and accepts such coverage in full satisfaction of the requirements of this Section XV.

Docusign Envelope ID: C1ADA4DC-18C5-483F-9036-95829597A816

XVI. SECURITY

A. Security Requirements

a. City agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exists or exists at any time during the term of this MOU, so long as consistent with the requirements of Federal and State law, including, but not limited to, the California Public Records Act. City represents and warrants that it has implemented and will maintain during the term of this MOU, administrative, physical, and technical safeguards to reasonably protect private and confidential client information, to protect against anticipated threats to the security or integrity of County data, and to protect against unauthorized physical or electronic access to or use of County data. Such safeguards and controls shall include at a minimum:

1. Storage of confidential paper files that ensures records are secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

2. Control of access to physical and electronic records to ensure County data is accessed only by individuals with a need to know for the delivery of MOU services.

3. Control to prevent unauthorized access and to prevent City employees from providing County data to unauthorized individuals.

4. Firewall protection.

5. Use of encryption methods of electronic County data while in transit from City networks to external networks, when applicable.

6. Measures to securely store all County data, including, but not limited to, encryption at rest and multiple levels of authentication and measures to ensure County data shall not be altered or corrupted without County's prior written consent. City further represents and warrants that it has implemented and will maintain during the term of this MOU administrative, technical, and physical safeguards and controls consistent with State and federal security requirements.

B. Security Breach Notification

a. City shall have policies and procedures in place for the effective management of Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance City experiences or learns of that either compromises or could reasonably be expected to comprise County data through unauthorized use, disclosure, or acquisition of County data ("Security Breach"), City shall immediately notify County of its discovery. After such notification, City shall, at its own expense, immediately:

Docusign Envelope ID: C1ADA4DC-18C5-483F-9036-95829597A816

1. Investigate to determine the nature and extent of the Security Breach.

2. Contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security.

3. Report to County the nature of the Security Breach, the County data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what City has done or will do to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action City has taken or will take to prevent future similar unauthorized use or disclosure.

b. The County, at its sole discretion and on a case-by-case basis, will determine what actions are necessary in response to the Security Breach and who will perform these actions. Actions may include but are not limited to: notifications; investigation and remediation costs, including notification of all whose personal information was disclosed; outside investigation; forensics; counsel; crisis management; and credit monitoring. In the event County determines City will conduct additional action(s), City shall bear the costs. In the event County conducts additional actions(s) arising out of or in connection with a Security Breach, City shall reimburse County for costs associated to legally required actions.

XVII. NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS

City shall report to County, in writing within twenty-four (24) hours of occurrence, the following:

A. Any accident or incident relating to services performed under this MOU that involves injury or property damage which may result in the filing of a claim or lawsuit against City and/or County.

B. Any third-party claim or lawsuit filed against City arising from or relating to services performed by City under this MOU.

C. Any injury to an employee of City that occurs on County property.

D. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to City under the term of this MOU.

XVIII. RECORDS

A. Client Records

a. City shall prepare and maintain accurate and complete records, or provide the same to County if services are provided by another organization, of clients served and dates and type of services provided under the terms of this MOU in a form acceptable to County.

b. City shall keep all County data provided to City during the term(s) of this for a

Docusign Envelope ID: C1ADA4DC-18C5-483F-9036-95829597A816

minimum of five (5) years from the date of final payment under this MOU or until all pending County, State, and federal audits are completed, whichever is later. These records shall be stored in Orange County, unless City requests and County provides written approval for the right to store the records in another County. Notwithstanding anything to the contrary, upon termination of this MOU, City shall relinquish control with respect to County data to County in accordance with Subparagraph B.

B. Public Records

a. To the extent permissible under the law, all records, including, but not limited to, reports, audits, notices, claims, statements, and correspondence, required by this MOU may be subject to public disclosure pursuant to the California Public Records Act, or other applicable law. County will not be liable for any such disclosure.

XIX. PERSONNEL DISCLOSURE

A. This Paragraph XIX applies to all of City's personnel providing services through this MOU, paid and unpaid (herein referred to as "Personnel").

B. City shall make available to County a current list of all Personnel providing services hereunder, including résumés and job applications. Changes to the list will be immediately provided to County in writing, along with a copy of a résumé and/or job application. The list shall include:

a. Names and dates of birth of all Personnel by title, whose direct services are required to provide the programs described herein;

b. A brief description of the functions of each position and the hours each person works each week, or for part-time Personnel, each day or month, as appropriate;

c. The professional degree, if applicable, and experience required for each position; and

d. The language skill, if applicable, for all Personnel.

C. Where authorized by law, and in a manner consistent with California Government Code §12952, City shall require prospective Personnel to provide detailed information regarding the conviction of a crime, by any court, for offenses other than minor traffic offenses. Information discovered subsequent to the hiring or promotion of any prospective Personnel shall be cause for termination from the performance of services under this MOU.

D. Where authorized by law, City shall conduct, at no cost to County, a criminal record background check on all Personnel who will have direct, interactive contact with clients served through this MOU. Background checks conducted through the California Department of Justice shall include a check of the California Central Child Abuse Index, when applicable. Candidates will satisfy background checks consistent with this Paragraph and their performance of services under this MOU.

E. City shall ensure that clearances and background checks described in Subparagraphs 21.3

Docusign Envelope ID: C1ADA4DC-18C5-483F-9036-95829597A816

and 21.4 are completed prior to City's Personnel providing services under this MOU.

F. In the event a record is revealed through the processes described in Subparagraphs 20.1 and 20.2, County will be available to consult with City on appropriateness of Personnel providing services through this MOU.

G. City warrants that all Personnel assigned by City to provide services under this MOU have satisfactory past work records and/or reference checks indicating their ability to perform the required duties and accept the kind of responsibility anticipated under this MOU. City shall maintain records of background investigations and reference checks undertaken and coordinated by City for Personnel assigned to provide services under this MOU, for a minimum of five (5) years from the date of final payment under this MOU, or until all pending County, State, and federal audits are completed, whichever is later, in compliance with all applicable laws.

H. City shall immediately notify County concerning the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any Personnel performing services under this MOU, when such information becomes known to City. County, in its sole discretion, may raise concerns about whether such Personnel may continue to provide services under this MOU and shall provide such concerns to City in writing. City will consider such concerns in good faith.

I. City retains sole authority over the hiring, supervision, discipline, and removal of City's Personnel performing work hereunder, and any proposed changes in City's Personnel.

J. City shall notify County immediately when Personnel is terminated for cause from working on this MOU.

K. Disqualification of City Personnel shall not relieve City of its obligation to complete all work in accordance with the terms and conditions of this MOU.

XX. NOTICES

All notices, requests, claims correspondence, reports, statements authorized or required by this MOU, and/or other communications shall be addressed as follows:

COUNTY:
County of Orange
County Procurement office
400 West Civic Center Drive., 3rd Floor
Santa Ana, CA 92701
Email address:

CITY:
Attn: City of Huntington Beach
Address: 2000 Main Street,
Huntington Beach CA 92648

Docusign Envelope ID: C1ADA4DC-18C5-483F-9036-95829597A816

Email: thopkins@surfcity-hb.org

All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as above. Any communications, including notices, requests, claims, correspondence, reports, and/or statements authorized or required by this MOU, addressed in any other fashion shall be deemed not given. The Parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent.

XXI. CONFLICT OF INTEREST

City shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to City; the City's employees, agents, and subcontractors associated with accomplishing work and services hereunder. City's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

XXII. POLITICAL ACTIVITY

City agrees that the funds provided herein will not be used to promote, directly or indirectly, any political party, political candidate, or political activity, except as permitted by law.

XXIII. TERMINATION

A. County may terminate this MOU without penalty, immediately with cause or after thirty (30) days' written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall include, but not limited to, any breach of this MOU, any partial misrepresentation whether negligent or willful, fraud on the part of City, discontinuance of the services for reasons within City's reasonable control, and repeated or continued violations of County ordinances unrelated to performance under this MOU that, in the reasonable opinion of County, indicate a willful or reckless disregard for County laws and regulations. Exercise by County of the right to terminate this MOU shall relieve County of all further obligations under this MOU.

B. For ninety (90) calendar days prior to the expiration date of this MOU, or upon notice of termination of this MOU ("Transition Period"), City agrees to cooperate with County in the orderly transfer of service responsibilities, case records, and pertinent documents. The Transition Period may be modified as agreed upon in writing by the Parties. During the Transition Period, services and data access shall continue to be made available to County without alteration. City also shall assist County in extracting and/or transitioning all data in the format determined by County.

Docusign Envelope ID: C1ADA4DC-18C5-483F-9036-95829597A816

C. In the event of termination of this MOU, cessation of business by City, or any other event preventing City from continuing to provide services, City shall not withhold the County data or refuse for any reason, to promptly provide to County the County data if requested to do so on such media as reasonably requested by County, even if County is then or is alleged to be in breach of this MOU.

D. The obligations under this MOU utilize County resources, for which funding, or portions of funding, may be contingent upon the State and/or federal budget; receipt of funds from and/or obligation of funds by the State and/or Federal Government; and inclusion of sufficient funding for the services hereunder in the budget approved by the County's Board of Supervisors for each fiscal year covered by this MOU. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, County may terminate, reduce, or modify this MOU without penalty.

E. If any term, covenant, condition, or provision of this MOU or the application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this MOU shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

XXIV. SIGNATURE IN COUNTERPARTS

The Parties agree that separate copies of this MOU may be signed by each of the Parties, and this MOU will have the same force and effect as if the original had been signed by all Parties. City represents and warrants that the person executing this MOU on behalf of and for City is an authorized agent who has actual authority to bind City to each and every term, condition and obligation of this MOU and that all requirements of City have been fulfilled to provide such actual authority.

XXV. GENERAL PROVISIONS

A. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between County and any participant participating in the HBNC, or any of City's agents or employees.

B. This MOU, with its Exhibit(s) incorporated herein by reference represents the entire understanding of the Parties with respect to the subject matter. No change, modification, extension, termination or waiver of this MOU, or any of the understandings herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

C. This MOU has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this MOU, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another

Docusign Envelope ID: C1ADA4DC-18C5-483F-9036-95829597A816

County.

D. In the performance of this MOU, City shall comply with all applicable laws and regulations of the United States, State of California, County of Orange, and all administrative regulations, rules, and policies adopted thereunder, as each and all may now exist or be hereafter amended.

E. In the performance of this MOU, City may neither delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior written consent of County. Any attempted delegation or assignment without prior written consent shall be void.

F. The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the meaning of this MOU.

WHEREFORE, the Parties hereto have executed the MOU in the County of Orange, California.

By:_____
Douglas Becht
County of Orange, County Executive Office
Office of Care Coordination

Dated:_____

Approved As To Form
CEO Counsel
County of Orange, California

By: Signed by: CHRISTOPHER ANDERSON 1C7F36B7FBD6450...
Chris Anderson, Deputy County Counsel

Dated: 4/1/2026

By:_____
Travis Hopkins
City Manager
City of Huntington Beach

Dated:_____

Approved As To Form
Office of the City Attorney, City of Huntington Beach

By: Signed by: Mike Vigliotta ADDB326602ED48A...
Mike Vigliotta, Assistant City Attorney

Dated: 4/1/2026

Docusign Envelope ID: 179C7408-F029-429E-85C5-871004B043F0

County Executive Office

Memorandum

RECEIVED
2026 APR -9 AM 10:29
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

April 8, 2026

To: Clerk of the Board of Supervisors

From: Michelle Aguirre, County Executive Officer Signed by: Michelle Aguirre 1B08898A0E6A4FA...

Subject: Supplemental Request According to Board Rule 21

S43E

The County Executive Office is requesting a Supplemental Agenda Staff Report for the April 14, 2026, Board Hearing.

Agency: Sheriff-Coroner
Subject: Approve the Praeses, LLC Contract
Districts: Districts 2 and 3

Reason Item is Supplemental: Negotiations of proposed contract with Praeses, LLC were delayed due to workload issues caused by vacancies in the Sheriff's Purchasing Unit as a result of staff being promoted outside of the Sheriff-Coroner Department and workload had to be reassigned and the Request for Proposal was delayed. The Agenda Staff Report and attachments are being finalized after the filing deadline to the Clerk of the Board.

Justification: The Sheriff-Coroner Department is requesting this item be placed on the April 14, 2026, Board of Supervisors meeting in order to have Praeses, LLC continue to provide subject matter expertise and assist the Sheriff-Coroner Department with the oversight of the inmate services communications provider for compliance with terms, services and conditions of the current inmate communication services contract, best practices in the industry; auditing and report review.

Concur: Doug Chaffee

Doug Chaffee, Chair of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel

Docusign Envelope ID: 179C7408-F029-429E-85C5-871004B043F0

Agenda Item *Clerk's Use Only* S43E

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

RECEIVED
2026 APR -9 AM 10:29
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

MEETING DATE:	4/14/2026
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	Districts 2 and 3
SUBMITTING AGENCY/DEPARTMENT:	Sheriff-Coroner Department
DEPARTMENT HEAD REVIEW:	*Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Nate Wilson (714) 647-1833 Candice Aubuchon (714) 939-4848

SUBJECT: Approve the Praeses, LLC Contract

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
	Approved Agreement(s) and Resolution(s)	Discussion
Signed by: Michelle Aguirre 1B08808A0E6A4FA...	DocuSigned by: Christopher Anderson	3 Votes Board Majority
CEO Signature	*County Counsel Signature*	

Budgeted: Yes **Current Year Cost:** $54,586 **Annual Cost:**
FY 2026-27 $288,750
FY 2027-28 $288,750
FY 2028-29 $234,164

Staffing Impact: No **# of Positions:** N/A **Sole Source:** No
Current Fiscal Year Revenue: N/A
Funding Source: GF: 100% **County Audit in last 3 years:** No
Levine Act Review Completed: Yes
Prior Board Action: N/A

RECOMMENDED ACTION(S)

Authorize the County Procurement Officer or Deputized designee to execute the contract with Praeses, LLC for Consultant Services for Inmate Communication System Services, for the term of April 23, 2026, through April 22, 2029, in an amount not to exceed $866,250, renewable for seven additional one-year terms.

SUMMARY:

Approval of the contract with Praeses, LLC will allow the Sheriff-Coroner Department to continue to contract for consulting management services to assist in the oversight of the inmate communication system services provider.

BACKGROUND INFORMATION:

The Orange County Jail System requires telephone services for their inmates, and detainees have historically contracted out for these services. The contract for telephone and tablet services is a revenue-generating contract for the Inmate Welfare Funds. Sheriff-Coroner Department (Sheriff) has contracted with Praeses, LLC (Praeses) to oversee the inmate communication system services contract and provide consulting services since 2019. While the original contract was awarded as a sole source contract, prior to contract expiration, Sheriff explored if Praeses was still the sole source provider for these services.

On October 27, 2025, Sheriff issued a Request for Proposal (RFP) RFP-060-2879605-OP (See Attachment D) bid solicitation. On December 1, 2025, Sheriff received three RFP bid responses. The bid responses were submitted by Fidelis Professional Services, Inc., North Summit Solutions, LLC, and Praeses.

On February 3, 2026, the Sheriff's Purchasing Unit worked with the County Procurement Office requesting approval to waive the proposer interviews since the scoring was so broad that conducting interviews would not be significantly advantageous in the maximum points. On February 6, 2026, Sheriff's issued an RFP addenda notifying all proposers of the written proposal scoring format from 500 maximum points to 900 maximum points. See Attachment E. An evaluation panel evaluated all proposals and negotiations concluded on March 20, 2025, with Praeses. No timely protests were received. See Attachment C for Evaluation Tabulation and Final Individual Score Sheet.

Criteria Description – Phase 2	**Max Points**
Firm's Background, Qualifications & Experience	250 *(25% of Total)*
Key Personnel/Proposed Staffing	200 *(20% of Total)*
Quality, Effectiveness of Approach and Methodology	300 *(30% of Total)*
Compliance with the County Model Contract	50 *(5% of Total)*
References	50 *(5% of Total)*
Organization/Completeness of Response	50 *(5% of Total)*
Cost Proposal	100 *(10% of Total)*
Total:	1,000

Criteria Description – Phase 1	**Max Points**
Firm's Background, Qualifications & Experience	250 *(27.8% of Total)*
Key Personnel/Proposed Staffing	200 *(22.2% of Total)*
Quality, Effectiveness of Approach and Methodology	300 *(33.3% of Total)*
Compliance with the County Model Contract	50 *(5.6% of Total)*
References	50 *(5.6% of Total)*
Organization/Completeness of Response	50 *(5.6% of Total)*
Total:	900

Proponent Name	**Total Max Score – Phase 1**	**Total Max Score – Phase 2**
Praeses	841.6	862.6
Fidelis Professional Services, Inc.	600.6	700.6
North Summit Solutions, LLC	478.6	503.6

Docusign Envelope ID: 179C7408-F029-429E-85C5-871004B043F0

Proponent Name	Total Average Rank
Praeses	1
Fidelis Professional Services, Inc.	2
North Summit Solutions, LLC	3

Sheriff now requests Board of Supervisors (Board) approval of the contract with Praeses for inmate communication system services in the amount of $865,250, for the term effective April 23, 2026, through April 22, 2029, renewable for seven additional one-year terms. The decision to request a ten-year term was to align with the current inmate communication system services provider.

Sheriff has verified that there are no concerns that must be addressed with respect to contractor's ownership/name, litigation status or conflicts with County interests. This contract does not currently include subcontractors or pass through to other providers. The Orange County Preference Policy is not applicable to this contract award. See Attachment B for the Contract Summary Form.

This contract is submitted for Board approval less than 30 days prior to the start of the contract due to delayed negotiations with Praeses due to workload issues caused by vacancies in the Sheriff's Purchasing Unit. As a result of staff being promoted outside of Sheriff, the workload had to be reassigned, and the Request for Proposal was delayed. An analysis was completed to verify the contract provides County with persons specially trained, experienced, expert and competent to perform the special services in accordance with the law.

FINANCIAL IMPACT:

Appropriations for this contract are included in the Sheriff-Coroner's FY 2025-26 budget for Budget Control 060 and will be included in the budgeting process for future years.

STAFFING IMPACT:

N/A

REVIEWING AGENCIES:

N/A

ATTACHMENT(S):

Attachment A – Contract MA-060-25011725
Attachment B – Contract Summary Form
Attachment C – Evaluation Tabulation and Final Individual Score Sheet
Attachment D – RFP No. 060-2879605-OP
Attachment E – Addenda and Notices

Docusign Envelope ID: 9EF08DB2-0D16-4A54-91C7-044EA9FEAEEF

Contract MA-060-25011725

For

Consulting Services for Inmate Communication System

Between

Sheriff-Coroner

And

Praeses, LLC

Docusign Envelope ID: 9EF08DB2-0D16-4A54-91C7-044EA9FEAEEF

CONTRACT

MA-060-25011725
BETWEEN
COUNTY OF ORANGE
AND
PRAESES, LLC
FOR
Consulting Services for Inmate Communication System

This Contract MA-060-25011725 for Consulting Services for Inmate Communication System (Contract) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California ("County"), and Praeses, LLC a State of Louisiana Limited Liability Corporation (Contractor), with County and Contractor sometimes referred to as Party or collectively as Parties.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work

Attachment B – Payment and Compensation

Attachment C – [Full ViaPath contract with amendments]

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Consulting Services for Inmate Communication System under a firm fixed fee Contract; and,

WHEREAS, County solicited Contract for Consulting Services for Inmate Communication System as set forth herein, and Contractor represented that it is qualified to provide Consulting Services for Inmate Communication System to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide Consulting Services for Inmate Communication System to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and,

WHEREAS, the County Board of Supervisors has authorized the Procurement Officer or designee to enter into a Contract for Consulting Services for Inmate Communication System with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

Docusign Envelope ID: 9EF08DB2-0D16-4A54-91C7-044EA9FEAEEF

I. GENERAL TERMS AND CONDITIONS

1. Governing Law and Venue:

This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

2. Entire Contract:

This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Procurement Agent or designee.

3. Amendments:

No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

4. Taxes:

Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor.

5. Delivery:

Time of delivery of commodities and services is of the essence in this Contract. County reserves the right to refuse any commodities and services and to cancel all or any part of the commodities not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for commodities shall not bind County to accept future shipments nor deprive it of the right to return commodities already accepted at Contractor's expense. Over shipments and under shipments of commodities shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all commodities or services have actually been received and accepted in writing by County.

Docusign Envelope ID: 9EF08DB2-0D16-4A54-91C7-044EA9FEAEEF

6. Acceptance Payment:

Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the commodities/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

7. Warranty:

Contractor expressly warrants that the commodities covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in the Insurance and Indemnification section, and as more fully described in the Insurance and Indemnification section harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

8. Patent/Copyright Materials/Proprietary Infringement:

Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in the Insurance and Indemnification section, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

9. Assignment:

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

10. Non-Discrimination:

In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

Docusign Envelope ID: 9EF08DB2-0D16-4A54-91C7-044EA9FEAEEF

11. Termination:

In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate Contract shall relieve County of all further obligation.

12. Consent to Breach Not Waiver:

No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

13. Independent Contractor:

Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

14. Performance Warranty:

Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other commodities/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

15. Changes:

Contractor shall make no changes in the work or perform any additional work without County's specific written approval.

16. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

Notwithstanding other notice or termination provisions contained herein, County reserves the right to immediately terminate this Contract, as of the date on which the County provides written determination of termination of this Contract under this provision anytime upon or after assignment, in the event that the

Docusign Envelope ID: 9EF08DB2-0D16-4A54-91C7-044EA9FEAEEF

County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services or commodities under this Contract. In the event of an immediate termination under this provision, the Contractor shall promptly refund the County an amount equal to the pro rata portion of any charges the County paid in advance for any remaining portion of the Contract after the date of termination. Likewise, the County shall not be liable for payment for any remaining services not yet provided and accepted by the County under this Contract after the date of termination for any payments to be made in arrears pursuant to the terms of the Contract.

17. Force Majeure:

Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties or be found in breach during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

18. Confidentiality:

Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

19. Compliance with Laws:

Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of the Insurance and Indemnification section, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract.

20. Freight:

Prior to County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under Contract.

21. Severability:

If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Docusign Envelope ID: 9EF08DB2-0D16-4A54-91C7-044EA9FEAEEF

22. Attorney Fees:

In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

23. Interpretation:

This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

24. Employee Eligibility Verification:

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract 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. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

25. Audits/Inspections:

Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of Contract including, but not limited to, the costs of administering Contract. County will provide reasonable notice of such an audit or inspection.

Docusign Envelope ID: 9EF08DB2-0D16-4A54-91C7-044EA9FEAEEF

County reserves the right to audit and verify Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to County's project manager.

26. Contingency of Funds:

Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

27. Expenditure Limit:

Contractor shall notify County of Orange assigned Deputy Procurement Agent in writing when the expenditures against Contract reach 75 percent of the dollar limit on Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on Contract unless a change order to cover those costs has been issued.

28. California Public Records Act:

Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract may be subject to disclosure pursuant to the California Public Records Act, California Government Code Section 7920.000 et seq. Contractor shall not respond to any California Public Records Act request directed at County; all responses shall be handled by County.

II. INDEMNIFICATION AND INSURANCE PROVISIONS

1. Indemnification

Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment. Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements of obligations created elsewhere in this Contract.

Docusign Envelope ID: 9EF08DB2-0D16-4A54-91C7-044EA9FEAEEF

2. General Insurance Requirements

Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars $50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com).** It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below.

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

All insurance policies required by this Contract shall waive all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** when acting within the scope of their appointment or employment.

Contractor shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation

Docusign Envelope ID: 9EF08DB2-0D16-4A54-91C7-044EA9FEAEEF

may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within ten (10) days of notification by CEO/Procurement or the agency/department procurement division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not provide acceptable Certificates of Insurance and endorsements to County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

3. Commercial General Liability

Minimum limits and coverage

$1,000,000 per occurrence; $2,000,000 aggregate

Required Coverage Forms

The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

A. An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the County of Orange its elected and appointed officials, officers, employees, and agents as Additional Insureds, or provide blanket coverage, which will state As Required by Written Contract.

B. A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Docusign Envelope ID: 9EF08DB2-0D16-4A54-91C7-044EA9FEAEEF

4. Automobile Liability including coverage for owned, non-owned and hired vehicles

Minimum limits and coverage

$1,000,000 combined Single Limit

Required Coverage Forms

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

5. Workers' Compensation

Minimum limits and coverage

Statutory

Required Endorsements

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents, and employees*** or provide blanket coverage, which will state ***As Required by Written Contract.***

6. Employers Liability Insurance

Minimum limits and coverage

$1,000,000 per accident or disease

7. Network Security & Privacy Liability

Minimum limits and coverage

$1,000,000 per claims-made

Required Endorsements

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

A. An Additional Insured endorsement naming the ***County of Orange, its elected and appointed officials, officers, agents, and employees*** as Additional Insureds for its vicarious liability.

B. A primary and non-contributory endorsement evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

If Contractor's Network Security & Privacy Liability is a "Claims-Made" policy, Contractor shall agree to the following:

A. The retroactive date must be shown and must be before the date of the contract or the beginning of the Contract services.

Docusign Envelope ID: 9EF08DB2-0D16-4A54-91C7-044EA9FEAEEF

B. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.

C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

8. Professional Liability

Minimum limits and coverage

$1,000,000 per claims-made or occurrence; $1,000,000 aggregate

Required Endorsements

If Contractor's Professional Liability is a "Claims-Made" policy, Contractor shall agree to the following:

A. The retroactive date must be shown and must be before the date of the contract or the beginning of the Contract services.

B. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.

C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

III. ADDITIONAL TERMS AND CONDITIONS

1. Scope of Contract:

This Contract specifies contractual terms and conditions by which County will procure Consulting Services for Inmate Communication System Items from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".

2. Term of Contract:

This Contract shall commence on April 23, 2026 and continue for three (3) calendar years from that date, unless otherwise terminated by County.

3. Renewal:

This Contract may be renewed by mutual written agreement of both Parties for seven (7) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

Docusign Envelope ID: 9EF08DB2-0D16-4A54-91C7-044EA9FEAEEF

4. Adjustments – Scope of Work:

No adjustments made to the Scope of Work will be authorized without prior written approval of County assigned Deputy Procurement Agent (DPA).

5. Bills and Liens:

Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article "Indemnification" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

6. Breach of Contract:

The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

A. Terminate Contract immediately, pursuant to the General Terms and Conditions section, "Termination" Article herein;

B. Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

C. Discontinue payment to the Contactor for and during the period in which Contractor is in breach; and

D. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.

7. Civil Rights:

Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

8. Conflict of Interest – Contractor's Personnel:

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor, Contractor's officers, directors, employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.

Docusign Envelope ID: 9EF08DB2-0D16-4A54-91C7-044EA9FEAEEF

Contractor shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer's child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor. While Contractor will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.

9. Conflict of Interest – County Personnel:

County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

10. W-9/W-8 Requirements:

Department of the Treasury, Internal Revenue Service Form W-9 Requirement:

Effective June 3, 2006, all Contractors, entering into a contract with the County, who are not already established in the County Financial System as an Auditor-Controller Vendor, will be required to submit to the County a federal Form W-9, or form W-8 for foreign vendors. The County will inform the Contractor, at the time of award, if the Form W-9, or W-8, will be required.

A. In order to comply with this County requirement, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the contract administrator, the County DPA, the required W-9 or W-8. *Out of State Vendors may be required to submit a 587/590 Form.*

11. Contractor's Project Manager and Key Personnel:

Contractor shall appoint a Project Manager to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County's Project Manager, which consent shall not be unreasonably withheld.

Contractor's Project Manager shall be assigned to this project for the duration of Contract and shall diligently pursue all work and services to meet the project time lines. County's Project Manager shall have the right to require the removal and replacement of Contractor's Project Manager from providing services to County under this Contract. County's Project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within five (5) business days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager. County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under Contract.

12. Contractor Personnel – Reference Checks:

Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's

Docusign Envelope ID: 9EF08DB2-0D16-4A54-91C7-044EA9FEAEEF

employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

13. Contractor's Expense:

The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

14. Contractor Personnel – Uniform/Badges/Identification:

Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract. All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by Contractor and must be worn at all times while working on County property. The assigned Deputy Procurement Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

15. Contractor's Records:

Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from County. Storage of records in another county will require written approval from County of Orange assigned Deputy Procurement Agent.

16. Conditions Affecting Work:

Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in Contract.

17. Cooperative Contract:

This Contract is a cooperative contract and may be utilized by all County of Orange departments.

The provisions and pricing of this Contract may be extended, at the option of Contractor, to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization (the "Cooperative Program"). Parties in a Cooperative Program wishing to use this Contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any agreement entered into with another agency or entity that is entered into pursuant to the provisions and pricing of this Contract a clause that binds the parties to the agreement to "indemnify, defend with counsel approved in writing by the County of Orange, California ("County"), and hold County, its elected and appointed

Docusign Envelope ID: 9EF08DB2-0D16-4A54-91C7-044EA9FEAEEF

officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided" under the agreement.. Failure to so include this clause voids the Contract's extension to a Cooperative Program and will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The County of Orange makes no guarantee of usage by other users of this Contract.

As a cost-recovery mechanism for County, a 2 percent administrative rebate on total sales from all subordinate contracts will be paid to the County for any contracts the Contractor agrees to enter into with another agency or entity, other than the County of Orange or a department thereof, under the provisions and pricing of this Contract. The County has partnered with Pavilion, a third-party administrator, responsible for managing all reporting and payments under this Cooperative Program. The Contractor shall provide quarterly Volume Sales Reports about additional sales to other entities under the provisions and pricing of this Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price, and shall include all transactions pertaining to sales under the Contract provisions and pricing for that Reporting Period. Contractor shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Contractor to provide quarterly reports as required may be deemed by the County as a material breach of the Contract. A late penalty of 15 percent on the value of the rebate may be assessed to the Contractor for each month the payments are not received.

Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract. This Cooperative Contract provision shall survive expiration or termination of this Contract.

18. Data – Title To:

All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract. Contractor's internally developed proprietary software and processes used in providing services under this Contract shall remain the property of Contractor.

19. Default – Re-Procurement Costs:

In case of Contract breach by Contractor, resulting in termination by County, County may procure the commodities and services from other sources. If the cost for those commodities and services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

20. Disputes – Contract:

The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable

Docusign Envelope ID: 9EF08DB2-0D16-4A54-91C7-044EA9FEAEEF

period of time by the Contractor's Project Manager and the County's Project Manager, as specified in Article titled "Notices" below, such matter shall be brought to the attention of the County DPA by way of the following process:

A. The Contractor shall submit to the agency/department assigned Deputy Procurement Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.

B. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects Contract adjustment for which Contractor believes County is liable.

Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of commodities and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County Deputy Procurement Agent or his designee. If County fails to render a decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this section shall be construed as affecting County's right to terminate Contract for cause or termination for convenience as stated in Article "Termination" herein.

21. Drug-Free Workplace:

Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor will:

A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

B. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

1. The dangers of drug abuse in the workplace;

2. The organization's policy of maintaining a drug-free workplace

3. Any available counseling, rehabilitation and employee assistance programs; and

4. Penalties that may be imposed upon employees for drug abuse violations.

C. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:

1. Will receive a copy of the company's drug-free policy statement; and

Docusign Envelope ID: 9EF08DB2-0D16-4A54-91C7-044EA9FEAEEF

2. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

D. Failure to comply with these requirements may result in suspension of payments under Contract or termination of Contract or both, and Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:

1. Contractor has made false certification, or

2. Contractor violates the certification by failing to carry out the requirements as noted above.

22. EDD Independent Contractor Reporting Requirements:

Effective January 1, 2001, County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom County pays $600 or more or with whom County enters into a contract for $600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department website located at http://www.edd.ca.gov/Employer_Services.htm

The failure of Contractor to timely submit the requested data shall constitute a material breach and grounds for termination of this Contract.

23. Emergency/Declared Disaster Requirements:

In the event of an emergency or if Orange County is declared a disaster area by County, state or federal government, Contract may be subjected to unusual usage. Contractor shall service County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by Contractor shall apply to serving County's needs regardless of the circumstances. If Contractor is unable to supply the goods/services under the terms of Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from Contractor shall show both the emergency purchase order number and Contract number.

Docusign Envelope ID: 9EF08DB2-0D16-4A54-91C7-044EA9FEAEEF

24. Error and Omissions:

All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary, and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

25. Equal Employment Opportunity:

Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

26. Headings:

The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and articles, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

27. News/Information Release:

Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from County through County's Project Manager.

Docusign Envelope ID: 9EF08DB2-0D16-4A54-91C7-044EA9FEAEEF

28. Precedence:

Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

29. Subcontracting: Intentionally Omitted

30. Termination – Orderly:

After receipt of a termination notice from County of Orange, Contractor may submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination County agrees to pay Contractor for all services performed prior to termination which meet the requirements of Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of Contract.

31. Usage:

No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by County of Orange, at rates/prices listed in Contract, regardless of quantity requested.

32. Usage Reports:

Contractor shall submit usage reports on an annual basis to the assigned Deputy Procurement Agent of County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of Contract term, or any subsequent renewal term, if applicable.

33. County of Orange Local Small Business Preference Requirements:

Contractor certifies it is in compliance with the applicable County of Orange Local Small Business (OCLSB) and Disabled Veteran Business Enterprise (DVBE) Preference requirements at the time of bid/proposal submittal.

If applicable, Contractor certifies that OCLSB and/or DVBE Subcontractor(s) specified in Attachment "Staffing Plan" comply with County's OCLSB and/or DVBE Preference at the time of bid/proposal submittal and shall ensure that at least 20% of the Contract amount is allocated to OCLSB and/or DVBE Subcontractor(s) as specified in Attachment.

For Public Works contracts, if applicable, Contractor will ensure that at least 3% of the Contract amount is allocated to OCLSB and/or DVBE Subcontractor(s), as specified in Attachment "Staffing Plan".

Docusign Envelope ID: 9EF08DB2-0D16-4A54-91C7-044EA9FEAEEF

34. Disabled Veteran Business Enterprise Preference Requirements:

Contractor certifies it is in compliance with County of Orange Disabled Veteran Business Enterprise Preference requirements at the time this Contract is executed.

35. Project Manager, County:

The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

36. Permits and Licenses:

Contractor shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the permitted operation as set out herein. No permit approval or consent given hereunder by County in its governmental capacity shall affect or limit Contractor's obligations hereunder, nor shall any approvals or consents given by County as a party to this Contract, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.

37. Inventory:

County has an ongoing requirement for the commodities indicated in this Contract. Contractor shall maintain a reasonable stock on hand of all commodities for delivery upon request.

38. Order Dates:

Orders may be placed during the term of Contract even if delivery may not be made until after the term of Contract. Order dates take precedence over delivery dates. Contract must clearly identify the order date on all invoices to County.

39. Notices:

Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned DPA, except through the course of the Parties' Project Managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All

Docusign Envelope ID: 9EF08DB2-0D16-4A54-91C7-044EA9FEAEEF

communications shall be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor:	Praeses LLC
Attn:	Cody Wolfe
Address:	330 Marshall Street, Suite 800 Shreveport, LA 71101
Phone:	318-841-3199
Email:	Cody.wolfe@praeses.com with a copy to legal@praeses.com

County's Project Manager: Sheriff-Coroner	
Attn:	Diane O'Chareon
Address:	1530 S. State College Blvd. Anaheim, CA 92806
Phone:	714-937-1768
Email:	DOChareon@ocsheriff.gov

cc: Sheriff-Coroner/Procurement Services	
Attn:	Olivia Prudencio, County DPA
Address:	320 N. Flower Street Santa Ana, CA 92703
Phone:	(714) 834-6687
Email:	oprudencio@ocsheriff.gov

Docusign Envelope ID: 9EF08DB2-0D16-4A54-91C7-044EA9FEAEEF

IV. ADDITIONAL TERMS AND CONDITIONS - OC SHERIFF DEPARTMENT

1. SECURITY REQUIREMENTS

A. Contractor shall, with respect to all employees of Contractor performing services hereunder:

1. Perform background checks as to past employment history.
2. Inquire as to past criminal felony convictions.
3. Ascertain that those employees who are required to drive in the course of performing services hereunder have valid driver's licenses and no DUI convictions within two (2) years prior to commencement of services hereunder.
4. Perform drug screening to determine that such employees are not users of illegal drugs or other substances.

B. Criminal Justice Information Services (CJIS) Requirements. All Contractors staff with physical or logical access to County data shall pass a fingerprint-based state and federal background check consistent with:

1. 5 CFR 731.106; and/or
2. Office of Personnel Management policy, regulations, and guidance; and/or
3. Agency policy, regulations, and guidance.

C. Contractor shall not assign to County property any Contractor personnel as to whom the foregoing procedures indicate:

1. Inability or unwillingness to perform in a competent manner.
2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.
3. Where such employee's duties include driving a vehicle, absence of a valid driver's license or a DUI conviction within the prior two (2) years.
4. Usage of illegal controlled substances as defined by federal law.

D. If any of the problems identified with respect to Contractor's employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property.

E. Nothing herein shall render any employee of Contractor an employee of County. THE CONTRACTOR'S PERSONNEL REQUIREMENTS: All employees must pass the County's background check and meet all requirements as set forth below:

Docusign Envelope ID: 9EF08DB2-0D16-4A54-91C7-044EA9FEAEEF

1. All personnel to be employed in performance of the work under this Contract shall be subject to security clearance. Clearance must be updated and renewed every twelve (12) months from original date of clearance.
2. No person, who is required to enter a secured facility of the Sheriff, shall be assigned to perform work under this contract that has not received prior clearance from the Sheriff-Coroner Department.
3. Within fifteen (15) days of the effective date of this Contract, Contractor shall prepare and submit a complete and accurate "Contractor Security Clearance" information form for all Contractor's employee who will be working on or who will need access to the Sheriff-Coroner's facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor's project manager. Contractor is also responsible for ensuring that anytime an employee is assigned to work on Sheriff-Coroner's facilities under this contract that a Security Clearance form is submitted and approved prior to that employee requiring access to such premises for providing services under this contract.
4. Contractor shall inform employees assigned to perform work within secured facilities of the Sheriff-Coroner that the employee is required to inform Contractor if/when any information provided on the security clearance form changes. Contractor shall submit an updated security clearance form whenever there is a change in information provided by an employee. Contractor shall be responsible for ensuring to submit Security Clearance forms in order to renew the Security Clearance(s) every twelve months. Renewal forms shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance; a security clearance is valid for 12 months from the date of issuance. If Contractor is submitting an updated form due to a change in information, said form shall be submitted within in 10 County working days of the employer becoming aware of the updated information.
5. Contractor Security Clearance information forms will be provided by County Project Manager upon request and will be screened by the Sheriff-Coroner's Department.
6. Contractor Security Clearance information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
7. County will not give Contactor the reason an individual's clearance is denied, but will provide explanation to individual affected via U.S. Mail.

F. GENERAL SECURITY REQUIREMENT - AT WORKSITE:

1. When performing work at a Sheriff-Coroner facility, all work areas shall be secured prior to the end of each workday.
2. Workmen shall have no contact, either verbal or physical, with inmates in any facility while preforming work under this contract. Specifically:
    a. Do not give names or addresses to inmates.

Docusign Envelope ID: 9EF08DB2-0D16-4A54-91C7-044EA9FEAEEF

b. Do not receive any names or addresses from inmates.

c. Do not disclose the identity of any inmate to anyone outside the facility.

d. Do not give any materials to inmates.

e. Do not receive any materials from inmates (including materials to be passed to another individual or inmate).

3. Contractor's personnel shall not smoke or use profanity or other inappropriate language while on site.

4. Contractor's personnel shall not enter the facility while under the influence of alcohol, illegal controlled substances as defined under federal law, or other intoxicants, and shall not have such materials in their possession.

5. Failure to comply with these requirements is a criminal act and can result in prosecution.

6. Contractor's personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.

7. Contractor's personnel shall follow any special security requirements issued by the on-site contact person or escort Deputy.

8. Contractor's personnel shall report either to the on-site contact person when leaving the facility, temporarily or at the end of the workday.

9. Contractor's personnel shall immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the on-site contact person or any Sheriff's Deputy.

10. Contractor's personnel shall securely close and check all gates and doors to ensure that they are tightly closed and locked as they enter and exit various areas of the County facilities.

11. Contractor's personnel shall restrict all activities to the immediate work site and adjacent assigned areas necessary to performing work under this Contract.

12. Contractor's personnel shall remain with the assigned escort at all times, unless otherwise directed by the on-site contact person.

G. POTENTIAL DELAYS/INTERRUPTIONS:

1. Contractor shall acknowledge that the primary purpose of the detention facilities is the safe and secure operation of those facilities.

2. Contractor's personnel who enter a Sheriff facility but have not passed the security screening, or who have falsified the security screening information are subject to immediate removal from the facility. Contractor's personnel who are assigned to work in a Sheriff facility who are determined to have outstanding wants or warrants may be detained by the Sheriff.

Docusign Envelope ID: 9EF08DB2-0D16-4A54-91C7-044EA9FEAEEF

3. Contractor's personnel shall immediately comply with all directions and orders issued by Sheriff's personnel, other than changes regarding the quality or quantity of work, which will be controlled by County's project manager.

4. Contractor's personnel may be delayed or denied access to the facility due to unforeseen events that may affect the availability of security escorts.

5. Contractor's personnel may be ordered to leave a facility prior to the completion of their work or the end of the workday by unforeseen incidents occurring within secure environments. Such unforeseen incidents may also cause Contractor's personnel to be held inside the facility until the incident is resolved by the Sheriff's personnel.

6. Contractor may be subject to an inventory requirement where the Contractor shall supply an inventory list of all tools. The Facility will use this list for verification of tools entering and exiting security. Any and all time required to comply with the tool inventory and control program will not be considered a compensable delay and no requests for equitable adjustment in time or additional compensation for this time will be considered.

Docusign Envelope ID: 9EF08DB2-0D16-4A54-91C7-044EA9FEAEEF

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

Praeses, LLC

If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

- The first corporate officer signature must be one of the following: 1) Chairman of the Board, 2) President, 3) Vice President; and
- The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer, 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

David Richard	David Richard	Chief of Staff, VP of Operations	03/20/2026
Signature	Name	Title	Date
Nil Shah	Nil Shah	Secretary	03/20/2026
Signature	Name	Title	Date

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

COUNTY AUTHORIZED SIGNATURE:

		Deputy Procurement Agent	
Signature	Name	Title	Date

Approved as to form:
County Counsel

Christopher Anderson (Docusigned by: FD52599179CA41C...)	Christopher Anderson	**Deputy**	3/20/2026 | 09:37:31 PDT
Signature	Name	Title	Date

Docusign Envelope ID: 9EF08DB2-0D16-4A54-91C7-044EA9FEAEEF

ATTACHMENT A - SCOPE OF WORK

1. Scope of Work

Contractor shall provide subject matter expertise and shall assist the County in the oversight of Inmate Communication Services Provider ("ICSP"), including but not limited to, ongoing vendor compliance with terms, services and conditions of the current Inmate Communication Services Contract; best practices in the industry; auditing and report review.

Contractor understands that the OCSD's current Inmate Communication Services Contract is with Global Tel*Link Corporation dba ViaPath Technologies ("ViaPath"). At the time of execution of this Agreement, the ViaPath's contract with the OCSD is in effect through and including May 23, 2027, with the option to renew for five additional, one-year terms. ViaPath's contract is included in this Agreement as Attachment C. Contractor agrees that it has read and understood the ViaPath contract and can provide the requisite subject matter expertise and oversight. In the event that the County establishes a new Inmate Communication Services Contract, the Contractor shall continue to provide the services herein with the new ICSP and assist in the transition to the new ICSP.

A. Current ICSP Contract Monitoring, Auditing, & Reporting

Contractor shall:

- Meet with the County to define functional requirements and objectives of the current contractual environment, including but not limited to: project updates, equipment/services, reporting, and County-identified areas of focus (i.e., process for verifying attorney telephone numbers).
- Monitor regulations required for compliance for both the County and the providers of the inmate communication services. Monitoring shall include County on both State and Federal level.
- Monitor the market to ensure current industry standards and practices, as well as innovations, retaining an intimate knowledge of emerging technologies in the inmate communications industry, are communicated to County for consideration.
- Provide the County a single point of contact for all issues associated with the ICSP contract(s) managed by the County, with assistance from the Contractor to work alongside County staff to provide expertise in how issues were/are addressed and make recommendations to the County for consideration to address the various issues going forward. This individual should be available via cell phone, toll-free number, or e-mail. The vendor shall also provide one person as a back up to the single point of contact and ensure this person has met the County staff and is up-to-date on the current issues. The single point of contact (and back-up) will work directly with the County to manage and coordinate day-to-day issues as requested by the County, which may include but not be limited to:

Docusign Envelope ID: 9EF08DB2-0D16-4A54-91C7-044EA9FEAEEF

I. Day-to-Day Management Services

- End-user requests/issues
- Repair/service issues
- Coordination of on-site technicians
- System upgrades/maintenance
- Investigative reports
- Blocked numbers
- Private numbers
- Coordination of new installation of equipment/features
- Maintenance of inventory (phone and tablet rate plans, commission structures, equipment)
- Verification of "free" phone numbers (e.g., attorney, bail bondsmen)
- Telephone and Tablet removals and relocations
- ICSP issues (validation of rates, fees, etc.)
- Reporting and commissions
- Opportunities for improvement in technology, commissions and service

II. Compliance and Reconciliation Services

- Work with the ICSP and the County to facilitate optimal inmate communication customer service from the ICSP.
- Work with the ICSP and the County to validate ICSP is in contractual compliance with its service offerings.
- Work with the ICSP to facilitate responses to open requests and ongoing issues/areas of focus.
- Evaluate the accuracy of calling rates, revenues, and commissions by performing a monthly reconciliation of the call detail records, calling rates, billing fines, and commission and traffic reports to validate the accuracy of the information received from the vendor.
- Utilize proprietary methods to detect errors and identify trends and anomalies.
- Work at the discretion of the County to conduct a historical reconciliation in which Contractor will reconcile all records for the life of the current contract to validate that the County has been paid what it earned from its ICSP contract.
- Deliver customized reports that equip the County with data to make informed decisions and understand the commission being paid, and other reports as requested by the County to monitor information within the system.
- Send a monthly remittance report, reconciliation report and additional summaries to the County.
- Send a monthly Attorney Annual Re-Verification report and related summaries to the County.
- Send a weekly Attorney Verification Report and related summaries to the County.
- Provide any other County requested reports.

B. Inmate Communications and Other Correctional Technologies Process

Contractor shall:

Docusign Envelope ID: 9EF08DB2-0D16-4A54-91C7-044EA9FEAEEF

- Conduct a written needs assessment and site surveys to understand the County's unique needs and requirements affecting its inmate communications environment.
- Consult with the County to keep County informed about new technologies, legislation, regulations, rates, and industry trends. Activities include but are not limited to:
    - Monitoring trends of current inmate communications usage and new technologies to ensure up-to-date requirements.
    - Serving as the County's researcher for inmate technology.
    - Advising the County if Contractor finds an anomaly or develops a strategy to improve the inmate communication environment.
    - Maintaining contacts with all major inmate technology vendors and providing County with factual analysis of products and services.
    - Provide analysis of any new legislation, standards, laws, statutes, restrictions, ordinances, requirements, and regulations that could affect ICSPs and provide assistance with implementation.

C. **Milestones & Anticipated Timelines**

I. Current ICSP Monitoring, Auditing, & Reporting

Task	Due Date
Review existing contract with current ICSP and develop a task list of items that need to be met by current ICSP to include follow-up, timelines, and execution planning. Work with County to identify content and format of reports.	Within 60 of days of the County renewing.
Provide ongoing day-to-day management, compliance and reconciliation services.	By the 15th of each month, ongoing activities will be completed and/or issues identified during the prior month will have been resolved. Ongoing for duration of contract.
Monthly reporting on prior month's remittance and reconciliation, management and compliance activities, findings, and any corrective actions. Monthly status update meetings, business reviews, weekly County vendor implementation meetings with agenda prior and post meeting notes, and a two-factor attorney verification process with annual re-verification.	15th of each month for the duration of contract.
Conduct a historical reconciliation of all records for the life of the ICSP contract. Issue report as to conclusions.	Within 90 days of contract signing.

Docusign Envelope ID: 9EF08DB2-0D16-4A54-91C7-044EA9FEAEEF

II. Inmate Telephone/Tablet and Other Correctional Technology Processes, upgrades, revisions, and Transition

Task	Due Date
In the event of ICSP vendor change, coordinate with the exiting ICSP to remove equipment and finalize closing processes. Oversee transition to the new ICSP and effectively communicate with OCSD about the transition. Coordinate with the new ICSP implementation of new products, including coordinating training for County employees on the products.	Discuss deadlines established in the project schedule and status at monthly meetings with County.
Meet with OCSD Inmate Services Division staff/contract manager monthly to keep apprised of task progress and provide new information on "Best Practices" and trends in the industry.	Contractor and County to set a monthly date that will work for both parties.

2. Implementation Plans

Contractor, in collaboration with the County, shall assist in the development of strategic planning tools and information pertaining to new technology solutions. These planning tools shall assist the County with implementation of recommendations derived from the work described above. The suggested implementation plans shall show a breakdown on estimated costs and staffing implications associated with each recommendation and also give a projected timeline and project duration for implementation at each jail facility. Contractor shall assist with processes forward, not only to facilitate the implementation of hardware, but to test, implement and troubleshoot features, such as educational program, customized tablet forms, and entertainment content. Contractor will communicate with County vendor to ensure the full scope of service is available and meeting the needs of the inmate population.

3. Materials and Equipment

The purchase of all materials / equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the jail environment and safe for use by the Contractors and the County, as determined by the County.

Docusign Envelope ID: 9EF08DB2-0D16-4A54-91C7-044EA9FEAEEF

4. Contractor's Office

Contractor shall maintain an office with a telephone in the Contractor's name where Contractor conducts business while offsite. During the hours of 8:00 a.m. to 5:00 p.m. (Pacific Time), Monday through Friday, at least one employee must be available to respond to inquiries and complaints that may be received about the Contractor's performance of the Contract. Outside these hours, an answering service shall be provided to receive calls. Contractor shall answer calls received by the answering service the next business day for non-emergency calls and within two (2) hours of receipt of emergency calls, as specified by the County.

Contractor shall comply with County's Criminal background investigation for all Contractor and subcontractor employees assigned. All Contractor and subcontractor staff performing work under this Contract shall undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing to work under the Contract. The County shall use its discretion in determining the method of background clearance to be used, which may include but not be limited to fingerprinting or other methods deemed appropriate. The County reserve the right to remove any of Contractor's personnel from this Contract. The County does not have to give a reason for the removal.

5. Work Schedules / Hours of Work

Hours of work shall be flexible and shall coincide with that of the facilities that they are inspecting. Since the jail facilities are staffed 24 hours a day, Contractor may need to visit during all working shifts in order to evaluate the operations of each jail facility accurately. Contractor shall also be available by phone as specified in item 4, Contractor's Office.

6. Work Locations

Contractor recognizes the nature of the work in a secured facility and assumes and accepts all risk of personal harm, bodily injury, death and/or damage to property. Contractor agrees that the County will not be liable for any such harm, injury, death and/or damage that may occur at the secured facility. Contractor shall ensure that its staff are aware of and adhere to the OCSD's security procedures and relevant policies at all times.

Central Jail Complex 550 N. Flower St. Santa Ana, CA 92703	Theo Lacy Facility 501 The City Drive South Orange, CA 92668
James A. Musick Facility 13502 Musick Road Irvine, CA 92714	Western Medical Ward 1025 S. Anaheim Blvd. Anaheim, CA 92805

Docusign Envelope ID: 9EF08DB2-0D16-4A54-91C7-044EA9FEAEEF

7. County's Responsibilities

The County shall provide Contractor, to the extent possible, with County records to assist Contractor in providing the services set forth herein. Such information will include but not be limited to:

- Number of inmate communication devices at each County facility;
- Average daily population and number of beds at each County facility;
- Copies of current ICSP contracts and amendments, as provided in Attachment C;
- Other information pertinent to Contractor's oversight of the ICSP contract and services.

The County shall provide Contractor reasonable access to County facilities during normal business hours for the purposes of inspecting, evaluating and monitoring the quality of inmate communications services. The County shall also provide authorization for remote access to ICSP systems or assist Contractor with obtaining data from the ICSP if it declines to give the requested data to Contractor.

8. Bids and contracts

Contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

Docusign Envelope ID: 9EF08DB2-0D16-4A54-91C7-044EA9FEAEEF

ATTACHMENT B - PAYMENT AND COMPENSATION

1. Compensation:

This is a firm fixed fee Contract between County and Contractor for Consulting Services for Inmate Communication System as set forth in Attachment A, "Scope of Work".

Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles "Changes" and "Amendments" of County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

2. Fees and Charges:

County will pay the fees and charges in accordance with the provisions of this Contract. Payment shall be as follows:

Line Item	Description	Quantity	Unit of Measure	Monthly Cost	Annual Cost
1	Fixed Price for Consulting Services - Year One (1)	1	Monthly	$24,062.50	$288,750.00
2	Fixed Price for Consulting Services - Year Two (2)	1	Monthly	$24,062.50	$288,750.00
3	Fixed Price for Consulting Services - Year Three (3)	1	Monthly	$24,062.50	$288,750.00
Total Contract shall not exceed $866,250.00 for the initial three (3) year term.					

*The fixed price shall include the fee and all expenses (including travel) related to the performance of the work and services required to meet the requirements in the Scope of Work, set forth more fully in Attachment A. Contractor will be responsible for all costs relating to performance of the Contract, including but not limited to travel/food/lodging expenses, database input, document preparation, photography, photocopying, printing, shipping, telephone communications, sales tax and parking while on County sites during performance of the Contract.

3. Price Increase/Decreases:

No price increases will be considered during the initial three (3) year term of the Contract. County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-

Docusign Envelope ID: 9EF08DB2-0D16-4A54-91C7-044EA9FEAEEF

days advance notice in writing is required for consideration of such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to County of Orange. County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of Contract. Adjustments increasing Contractor's profit will not be allowed.

4. Pricing Structure:

Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.

5. Contractor's Expense:

Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

6. Payment Terms – Payment in Arrears:

Invoices are to be submitted in **arrears** to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County of Orange for any monies paid to Contractor for goods or services not provided or when goods or services do not meet Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

7. Payment – Invoicing Instructions:

Payment **– Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

a. Contractor's name and address

b. Contractor's remittance address, if different from "A" above

c. Name of County Agency/Department

d. Delivery/Service address

e. Contract number MA-060-25011725

f. Date of order

Docusign Envelope ID: 9EF08DB2-0D16-4A54-91C7-044EA9FEAEEF

g. Product/Service description, quantity, and prices

h. Sales tax, if applicable

i. Freight/Delivery Charges, if applicable

j. Total

Invoices and support documentation are to be forwarded to:

Sheriff-Coroner
Attn: Accounts Payable
1530 S. State College Blvd.
Anaheim, CA 92806
Email: (enter email)

8. Payment (Electronic Funds Transfer (EFT):

County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to The County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department Procurement Buyer listed in Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

Orange County Contract MA-060-25011725 - Praeses LLC

Final Audit Report 2026-03-20

Created:	2026-03-19
By:	Kim Bruce (kim.bruce@praeses.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAArycqc5mL9vjbpftdCndnZEpKySNDVQvD

"Orange County Contract MA-060-25011725 - Praeses LLC" History

Document created by Kim Bruce (kim.bruce@praeses.com)
2026-03-19 - 10:58:09 PM GMT

Document emailed to David Richard (david.richard@praeses.com) for signature
2026-03-19 - 10:58:18 PM GMT

Email viewed by David Richard (david.richard@praeses.com)
2026-03-20 - 1:44:22 PM GMT

Document e-signed by David Richard (david.richard@praeses.com)
Signature Date: 2026-03-20 - 1:56:52 PM GMT - Time Source: server

Document emailed to Nil Shah (nil.shah@praeses.com) for signature
2026-03-20 - 1:56:54 PM GMT

Email viewed by Nil Shah (nil.shah@praeses.com)
2026-03-20 - 2:00:27 PM GMT

Document e-signed by Nil Shah (nil.shah@praeses.com)
Signature Date: 2026-03-20 - 2:00:56 PM GMT - Time Source: server

Agreement completed.
2026-03-20 - 2:00:56 PM GMT

Docusign Envelope ID: 9EF08DB2-0D16-4A54-91C7-044EA9FEAEEF

ATTACHMENT C – [Full ViaPath contract with amendments]

(see separate attachment)

Docusign Envelope ID: E49C4C7A-6445-4FC0-9280-117064BB52B1

AMENDMENT NUMBER TWO
TO
CONTRACT MA-060-21011490
BETWEEN THE
COUNTY OF ORANGE
AND
GLOBAL TEL*LINK CORPORATION dba VIAPATH TECHNOLOGIES

This AMENDMENT NUMBER TWO to Contract Number MA-060-210114990 (hereinafter "AMENDMENT NUMBER TWO") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and Global Tel*Link Corporation dba ViaPath Technologies, (hereinafter "CONTRACTOR") with a business address of 3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042, is made and entered upon execution of all necessary signatures and is effective April 6, 2026.

RECITALS

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Inmate Communication Services on May 24, 2022, as Contract Number MA-060-21011490, as amended from time to time (hereinafter "ORIGINAL CONTRACT"), for a three (3) year term of May 24, 2022 through and including May 23, 2025, renewable for seven (7) additional one (1) year terms; and

WHEREAS, COUNTY completed the construction on the James A. Musick Facility and CONTRACTOR is now providing communication services; and

WHEREAS, Welfare and institutions Code section 208.1 requires county youth residential placement or detention centers to provide persons in their custody with accessible, functional voice communication services free of charge to the persons initiating and receiving the communication, as well as prohibits counties from receiving revenue from the provision of communication services to any person confined in said facilities; and

WHEREAS, the Parties amended the ORIGINAL CONTRACT on June 27, 2023, hereinafter "AMENDMENT NUMBER ONE", to modify certain terms and conditions, including but not limited to adding the James A. Musick Facility and removing Probation facilities; amended the Definition section, Attachment A - Scope of Work, Attachment B - Rates and Fees, and Attachment C - Revenue Sharing and Cost Recoupment; and extended the current Contract term by two (2) additional years; and

WHEREAS, the Parties desire to amend the ORIGINAL CONTRACT to address changes mandated by the Federal Communications Commission's ("FCC") final Report and Order, Order on Reconsideration, and Further Notice of Proposed Rulemaking FCC25-75 released on November 6, 2025 (the "2025 FCC Order") to implement the provisions of the Martha Wright-Reed Just and Reasonable Communications Act of 2022 ("MWR Act") governing incarcerated people's communications services ("IPCS"), and

WHEREAS, the Parties desire to amend the ORIGINAL CONTRACT to amend the Definitions section, Attachment A - Scope of Work, Attachment B - Rates and Fees, and Attachment C - Revenue Sharing and Cost Recoupment; and the CONTRACTOR has agreed to continue to provide the Inmate Communication Services at the rates set forth in this AMENDMENT NUMBER TWO;

NOW, THEREFORE, the Parties mutually agree as follows:

1. ATTACHMENTS

a. Attachment A – Scope of Work to the ORIGINAL CONTRACT is hereby amended and replaced in its entirety with the Attachment A – Scope of Work attached to this AMENDMENT NUMBER TWO.

Docusign Envelope ID: E49C4C7A-6445-4FC0-9280-117064BB52B1

b. Attachment B – Rates and Fees to the ORIGINAL CONTRACT is hereby amended and replaced in its entirety with the Attachment B – Rates and Fees attached to this AMENDMENT NUMBER TWO.
c. Attachment C – Revenue Sharing and Cost Recoupment to the ORIGINAL CONTRACT is hereby amended and replaced in its entirety with the Attachment C – Facility Cost Rate Additive and Tablet Commission attached to this AMENDMENT NUMBER TWO.

2. DEFINITIONS

a. The Definitions section of the ORIGINAL CONTRACT is amended in part to append the following definitions after the definition for "End-User Payment Options or Electronic Account Deposit User Application" consistent with existing alphabetical ordering:

Enhanced Communications: Voice communications and/or video visitations.

Enhanced Services: Information services, educational, law library, entertainment products, and mail scanning services (if applicable), and recording and storage offered through a Tablet.

3. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

Signature Page Follows

Docusign Envelope ID: E49C4C7A-6445-4FC0-9280-117064BB52B1

IN WITNESS WHERE OF, the Parties have executed AMENDMENT NUMBER TWO to Contract number MA-060-21011490.

*Contractor: Global Tel*Link dba ViaPath Technologies

By: _____ Title: President and Chief Executive Officer

Print Name: Deborah Alderson Date: March 17, 2026

*Contractor: Global Tel*Link dba ViaPath Technologies

By: _____ Title: Chief Financical Officer

Print Name: John Pitsenberger Date: March 17, 2026

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California

Sheriff-Coroner Department

By: _____ Title: _____

Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel
Orange County, California

By: _____
Deputy

Docusign Envelope ID: E49C4C7A-6445-4FC0-9280-117064BB52B1

ATTACHMENT A
SCOPE OF WORK

Contractor shall provide comprehensive Inmate Communication Services that will include state of the art technology and will adhere to all industry standards, best practices, and applicable laws. Contractor shall provide, install and maintain various inmate communication solutions inclusive of an inmate and visitation telephone system (ITS), video visitation solution (VVS), correctional-grade tablets (Tablets) and payment kiosks. ITS services VVS, Tablets and payment kiosks will be provided to the Sheriff.

One of the key objectives is to enable inmates to communicate with family, friends and others in the community while also controlling inmate usage and limiting the use of the ITS, VVS, and Tablets for illicit activity. A necessary part of the service is to ensure the safety and security of staff, inmates, and the public through the use of current technology.

Contractor shall provide the services in County facilities at no cost to the Sheriff or the County. With the exception of the James A. Musick Facility's (JAMF) infrastructure as set forth in 4.018 in Section D (General Installation Requirements), all cost for services shall be the responsibility of the Contractor, including but not limited to, equipment, installation, connectivity, maintenance, storage, hardware, software, security, training, and any other implementation services necessary to furnish the County with state-of-the-art technology and equipment to meet the specification herein.

SECTION A - GENERAL CONDITIONS	
SUBSECTION 1 - PROJECT SCOPE	
REQUIREMENT NUMBER	**DESCRIPTION**
1.001	Contractor shall provide a turn-key inmate calling solution which shall include, without limitation, collect, pre-paid collect, pre-paid card, debit and free calls and visitation sessions. Contractor shall install and operate all inmate and visitation telephones, and related equipment. Contractor shall, without cost to the County except for the infrastructure in JAMF as described above, provide all wiring for the inmate and visitation telephones, install the inmate and visitation telephones and the related hardware and software specifically identified herein, to enable inmates at the Facilities to complete, without limitation, local, long distance and/or international, pre-paid collect, pre-paid card, debit and free calls and visitation sessions from the Facilities.
1.002	Contractor shall provide a turn-key video visitation solution (VVS) which shall include, without limitation, automated scheduling software and the completion of remote video visitation sessions at the County's Sheriff Facilities. Contractor shall install and operate all video visitation stations and related equipment. Contractor shall, without cost to County, provide all wiring for the video visitation stations, install the video visitation stations and related hardware and software specifically identified herein, to enable visitors/end-users to schedule and complete onsite and remote video visitation sessions with inmates at the Sheriff Facilities.
1.003	Contractor shall provide a correctional-grade mobile device/tablet solution ("Tablets") for Sheriff Facilities at no cost the County. The Tablets shall, at a minimum, have the capability to access various content to applications including VVS, mobile calling, electronic messaging, education, instructional material, entertainment, media, inmate requests, medical requests, inmate grievances/requests, commissary ordering, law library, and religious content.
1.004	Contractor shall provide kiosks for Sheriff Facilities at no cost the County. The kiosks shall, at a minimum, have the capability to load funds to an inmate's debit account.
SUBSECTION 2 (ITS) FACILITY COST RATE ADDITIVE, PAYMENT AND REPORTING	

Docusign Envelope ID: E49C4C7A-6445-4FC0-9280-117064BB52B1

2.001	County shall notify Contractor of any unapproved additional fees and/or charges associated with ITS of which County becomes aware are. The unapproved fees and/or charges are subject to liquidated damages as specified in **Additional Terms and Conditions #30**.
2.002	Should County and Contractor mutually agree that the charges/fees are to be discontinued, Contractor shall refund each called party for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
2.003	For ITS, Contractor shall allocate $0.02 of the per minute rate as a facility cost additive to County ("ITS Facility Cost Rate Additive"). This allocation is intended to offset costs reasonably incurred by the County in making IPCS available. The ITS Facility Cost Rate Additive payments shall be due and payable on or before the 15th of each month following the month of traffic.
2.004	Should a federal, state or local regulatory agency issue a ruling that significantly lowers the calling rates or fees in the Contract, Contractor shall adjust the calling rates and make them in compliance with the calling rates implanted by the regulatory agency or terminate the Contract without penalty to County so that County may select another Contractor.
2.005	A "Free" call shall be defined as a call not generating any revenue or compensation for Contractor. Calls to telephone numbers that appear on the free call list supplied by County or from inmate telephones approved by County to process free calls shall not generate revenue or compensation for Contractor. Only those numbers designated by County on the free call list and inmate telephones approved by County to process free calls shall be marked as "Free" in the ITS and designated as such in the call detail records. Unauthorized free calls are subject to liquidated damages as specified in **Additional Terms and Conditions #30.**
2.006	A call is deemed complete, when a connection is made between the inmate and the called party, whether such connection is established by positive acceptance or by live or automated machine pick-up (e.g. when the ITS considers a tone from an answering machine, voicemail as acceptance).
2.007	Contractor agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the inmates, including but not limited to any and all taxes as applicable for the ITS services such as collect, debit, pre-paid and any other calls.
2.008	Contractor shall invoice County the full amount of the pre-paid cards purchased within 15 days of receipt of the pre-paid cards.
2.009	Should County cancel the pre-paid card services at the Facilities, Contractor shall deactivate any unused pre-paid cards which have a full balance at the time of the cancellation of the pre-paid card program. The final pre-paid card invoice shall include a credit for all unused pre-paid cards which have a full balance.
2.010	On the 5th day of the month following the month of traffic, Contractor shall submit a monthly invoice and corresponding debit purchase or usage report to County for the full amount of the debit purchased or used (less any issued refunds) for the prior traffic month.
2.011	Payments and reports for ITS are due to County on or before the 15th day of the month following the traffic month.
2.012	Contractor shall provide monthly Facility Cost Rate Additive and traffic detail reports to County via these methods:
2.013	County requests that all payments be sent via wire transfer; and
2.014	Contractor shall send the traffic detail reports electronically in Comma Separated Values (CSV) format.

Docusign Envelope ID: E49C4C7A-6445-4FC0-9280-117064BB52B1

2.015	Traffic detail reports shall include a detailed breakdown of all ITS activity, including but not limited to all collect, pre-paid and debit calls for each inmate telephone at the Facilities:
2.016	Facility Name;
2.017	Facility Identification Number;
2.018	Facility Address (Street, City, State and Zip);
2.019	Automatic Number Identifier;
2.020	Inmate Telephone Station Port/Identifier;
2.021	Inmate Telephone Location Name;
2.022	Local Calls, Minutes, (Per Inmate Telephone);
2.023	Intralata/Intrastate Calls, Minutes, (Per Inmate Telephone);
2.024	Interlata/Intrastate Calls, Minutes, (Per Inmate Telephone);
2.025	Intralata/Interstate Calls, Minutes, (Per Inmate Telephone);
2.026	Interlata/Interstate Calls, Minutes, (Per Inmate Telephone);
2.027	International Calls, (Per Inmate Telephone);
2.028	Total Calls, Minutes, Gross Revenue and Facility Cost Rate Additive Amount (Per Inmate Telephone); and
2.029	Traffic Period and Dates.
2.030	Contractor shall supply a report of all pre-paid card orders processed during the traffic month to include (at a minimum) the order date, invoice number, invoice date, gross amount of the order, revenue-share rate and revenue-share total.
2.031	Contractor shall provide daily raw Call Detail Records (CDRs) the next business day following the day of traffic and monthly billing files to County no later than the 15th day of the month following the month of traffic.
2.032	The daily raw CDRs shall contain all calls (both attempted and completed) which originate from Sheriff facility(s) for each day and each time of the day for the period said raw CDRs are requested. The raw CDRs shall contain the unedited data including all fields and all field content which is legally permitted to be released. The CDRs shall be accompanied with a complete file map and complete file legend. The raw CDRs shall include (without limitation) the following fields:
2.033	Facility Name;
2.034	Facility Identification Number;
2.035	From ANI;
2.036	To ANI;
2.037	Batch Number / ID;
2.038	From City;
2.039	From State;
2.040	To City;
2.041	To State;
2.042	Station Port/Identifier;
2.043	Phone Name or Location;
2.044	Inmate Name;
2.045	Inmate Identification Number;
2.046	Personal Identification Number;
2.047	Pre-Paid Card Identification Number;
2.048	ITS Facility Cost Rate Additive Period;
2.049	Call Start (yymmdd; mmss);
2.050	Call End (yymmdd; mmss);

2.051	Seconds;
2.052	Call Type (e.g. local, etc.);
2.053	Bill Type (e.g. free, collect, etc.);
2.054	Call Cost;
2.055	Tax;
2.056	Validation Result;
2.057	Termination Reason;
2.058	LIDB Status/Code; and
2.059	Completion/Accept Indicator.
2.060	Contractor shall provide a miscellaneous charges/fees report which shall include a breakdown of all charges and fees applied to (without limitation) calls and accounts from the Facilities covered under the Contract, including but not limited to: single call fee(s), pre-paid collect funding fee(s), collect billing fee(s) regardless of whether the charge/fee was assessed directly by Contractor or a third party. The miscellaneous charges/fees report shall contain (without limitation) the following information:
2.061	Facility Identification Number;
2.062	Date;
2.063	County Identification Number;
2.064	To ANI;
2.065	Billed Account;
2.066	Transaction Type;
2.067	Bill Type;
2.068	Fee Type;
2.069	Instance Type; and
2.070	Fee Amount.
2.071	ITS Facility Cost Rate Additive payments, usage detail reports, or reports not containing the required fields, received by County after the date specified above are subject to liquidated damages as specified in **Additional Terms and Conditions #30.**
SUBSECTION 3 – (VVS) , FACILITY COST RATE ADDITIVE PAYMENT AND REPORTING	
3.001	A "Free" video visitation session is defined as a video visitation session not generating any revenue or compensation for Contractor. Only those visitors or inmates designated by County to process free video visitation sessions shall be marked as "Free" in the VVS and designated as such in the VVS detail records.
3.002	Required regulatory charges and taxes that are intended to be paid by the visitor or inmate and then remitted 100% by the billing party to the appropriate governmental agency.
3.003	Any additional fees to be charged to inmates or visitors for video visitation sessions from the Facilities must be approved by County prior to implementation.
3.004	County shall notify Contractor of any unapproved fees and/or charges associated with the VVS of which County becomes aware. Unapproved fees and/or charges are subject to liquidated damages as specified in **Additional Terms and Conditions #30**.
3.005	Should County and Contractor mutually agree that the charges/fees are to be discontinued, Contractor shall refund each visitor or inmate for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
3.006	A video visitation session is deemed complete and considered part of the VVS Facility Cost Rate Additive (as described below), when the video visitation session is scheduled and a connection is made by both parties.
3.007	Payments and reports for video visitation sessions are due to County on or before the 15th day of the month following the activity/session month.

3.008	Contractor shall provide monthly video visitation detail records, in CSV format, which shall include a detailed breakdown of activity for all video visitation sessions, including but not limited to:
3.009	Facility Name;
3.010	Facility Identification Number/Site Identification Number;
3.011	VVS Station Identifier;
3.012	VVS Station Location Name;
3.013	VVS Station Location Name;
3.014	Free Video Visitation Sessions, Minutes (Per VVS Station);
3.015	Remote Video Visitation Sessions, and Minutes (Per VVS Station);
3.016	VVS Facility Cost Rate Additive (Per VVS Station);
3.017	Total Video Visitation Sessions; and
3.018	Traffic Period and Dates.
3.019	Contractor shall allocate $0.02 of the per minute rate as a facility cost additive to County ("VVS Facility Cost Rate Additive"). This allocation is intended to offset costs reasonably incurred by the County in making IPCS available. The VVS Facility Cost Rate Additive payments usage detail reports, or reports not containing the required fields, received by County after the date specified above are subject to liquidated damages as specified in **Additional Terms and Conditions #30.**
SUBSECTION 4 TABLET , COMMISION, (EXLUDING AUDIO AND VIDEO COMMUNICATIONS), PAYMENT AND REPORTING	
4.001	Gross Revenue generated by and through the Tablet solution consists of all compensation, earning, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor in any way connected to the provision of Tablets (excluding audio and video communications) pursuant to the terms of this Contract. Gross Revenue includes, by way of example and not limitation, all of the following: all per minute fees, application charges, equipment costs and any additional fees/charges generated by the accessibility of Tablets and all additional per-minute fees charged to the inmate and any other compensation received by Contractor.
4.002	Contractor shall absorb all costs of providing Tablets, including the provision of support, maintenance, necessary hardware, software, bandwidth, wiring, infrastructure, fee collection and accounting.
4.003	Notwithstanding the foregoing, Gross Revenue does not include the following items:
4.004	A "Free" transaction or application defined as a transaction or application not generating any revenue or compensation for Contractor. Approved Tablet transactions or applications shall not generate any revenue or compensation for Contractor and shall not be eligible for revenue share to County. Only those transactions or applications designated by County as "free" shall be marked as "Free" in the Tablet solution and designated as such in the Tablet detail records.
4.005	Required regulatory charges and taxes that are intended to be paid by the end-user or inmate and then remitted 100% by the billing party to the appropriate governmental agency.
4.006	If Contractor receives revenue or compensation, notwithstanding the source, from any third party related to Tablets, such revenue shall be included in Gross Revenue and Contractor shall pay a revenue share to County.
4.007	Any additional fees to be charged to end-users or inmates for the use of Tablets or Tablet applications at the Facilities must be approved by County prior to implementation. County and Contractor shall mutually agree on the method for revenue share due County associated with the additional charges/fees.
4.008	County shall notify Contractor of any unapproved additional fees and/or charges associated with the use of Tablets of which County becomes aware. The unapproved fees and/or charges are subject to liquidated damages as specified in **Additional Terms and Conditions #30.**

Docusign Envelope ID: E49C4C7A-6445-4FC0-9280-117064BB52B1

4.009	Should County and Contractor mutually agree that the charges/fees are to be discontinued, Contractor shall refund each end-user or inmate for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
4.010	Should County and Contractor mutually agree that the charges/fees will remain, County and Contractor shall mutually agree on a method for compensation.
4.011	Contractor shall pay the County as specified in **Attachment C**. Payments and reports for Tablets are due to County on or before the 15th day of the month following the month of activity.
4.012	Contractor shall provide monthly Tablet detail reports/records, CSV format, which shall include a detailed breakdown of the activity for all transaction types, including but not limited to, electronic messages, photos, attachments, videos, media, application usage, for each Tablet. Tablet detail records shall include, at a minimum, each of the following items for each Tablet and each transaction or application type:
4.013	Facility Name;
4.014	Facility Identification Number/Site Identification Number;
4.015	Facility Address, Street, City, State, and Zip;
4.016	Tablet Identifier (where applicable);
4.017	Number to Transactions for Each Transaction Type (Per Tablet);
4.018	Minutes of Usage for Each Application Type (Per Tablet);
4.019	Gross Revenue for Each Transaction / Application (Per Tablet);
4.020	Revenue Share Rate;
4.021	Total Revenue Share (Per Tablet);
4.022	Total Transactions/Applications, Minutes of Usage, Gross Revenue and Revenue Share; and
4.023	Traffic Period and Dates.
SUBSECTION 5 - RATE REQUIREMENTS	
5.001	Contractor must agree to provide the required calling rates, video visitation rates, Tablet rates and all related fees specified in **Attachment B (Rates and Fees)** and must be in compliance with California state laws and applicable regulations, including, but not limited to, Board of State and Community Corrections (BSCC) Title 15 Minimum Standards.
5.002	Before any new rate increases or decreases are implemented for any of the inmate communication services required in this Contract, Contractor must submit a written request to receive approval from County. County will respond in writing to Contractor's request. Unapproved adjustments implemented without the prior written approval from County are subject to liquidated damages as specified in **Additional Terms and Conditions #30**
5.003	In the event Contractor increases the usage rates for any of the inmate communication services required in this Contract without the prior written approved of County, Contractor must issue refunds to all overcharged end-users, visitors or inmates within 5 business days; a list of the issued credits must be provided to County as documentation. County will not issue a refund of revenue-share or cost recoupment for unapproved rate increases.
5.004	Contractor will implement any rate adjustments for any and all inmate communication systems requested by County within 10 calendar days of said request, subject to regulatory approval, as applicable.
5.005	Contractor shall be capable of accommodating multiple rate structures to accommodate the types of inmates housed at the Facilities. Contractor shall be capable of assigning rates at the inmate, group of inmate telephones, visitation stations or Tablets and Facility levels.

Docusign Envelope ID: E49C4C7A-6445-4FC0-9280-117064BB52B1

5.006	Contractor's ITS shall rate all calls to U.S. Territories including but not limited to: Puerto Rico, U.S. Virgin Islands, Guam, American Samoa and Saipan/Mariana Islands as Domestic International or Interstate. Calls to all other countries shall be rated as International. The calling rates for both Domestic International/Interstate and International are specified in **Attachment B - Rates and Fees.**
5.007	Contractor shall calculate the raw duration of each inmate telephone call, video visitation session and Tablet usage (if applicable) in seconds based on the time the call is accepted, video visitation session is completed or Tablet usage begins and the time the call, session or usage is terminated by the ITS, VVS or Tablets respectively. For calls, video visitation sessions or Tablet usage where the duration is at least 10 seconds, the duration, in seconds, shall be rounded up to the next whole minute increment and shall be converted from rounded seconds to minutes before the rates are applied.
5.008	During the rating process, Contractor shall round the raw calculated amount to the nearest hundredth decimal place (up or down) using normal accounting practices.

SECTION B - USER BILLING AND PAYMENTS

SUBSECTION 1 - PRE-PAID & DEBIT APPLICATIONS

REQUIREMENT NUMBER	DESCRIPTION
1.001	The pre-paid AdvancePay and/or debit application shall allow for pre-payment for a specific end-user, visitor, telephone number or an inmate.
1.002	Contractor shall issue refunds for friends and family pre-paid AdvancePay accounts upon the end-user's request while the account is in an active status. AdvancePay accounts will remain in an active status provided they are funded and in use. AdvancePay accounts will become inactive after 180 days of non-use or no activity. Contractor shall comply with and is limited by all applicable laws, regulations, or tariffs regarding refund of monies after a prescribed period of inactivity. Refunds to inmates for any funds remaining in an inmate debit account shall be made by Contractor as set forth in Requirement Number 1.010 of this Subsection.
1.003	Should Contractor adjust the rates in order to complete a call, Contractor shall incur liquidated damages as specified in **Additional Terms and Conditions #30**. County shall notify Contractor of any approved adjustments in the rates of which County becomes aware.
1.004	Contractor shall not prevent the completion of a pre-paid collect call if the end-user's pre-paid collect balance is less than the average cost of a call (regardless of call type) from the Facilities.
1.005	The pre-paid and/or debit application shall be internal to Contractor's ITS, VVS or Tablet and shall only be used for calls and tablet-related expenses.
1.006	Contractor shall provide the inmate with the balance of the pre-paid or debit account at the time of the call or Tablet application.
1.007	The ITS and VVS shall provide the called party with the balance of their pre-paid collect account at the time of the call or scheduling of a video visitation session, as applicable.
1.008	The pre-paid and/or debit application shall allow international calls.
1.009	Contractor shall be capable of configuring pre-paid cards for use outside of the Facilities.
1.010	Contractor shall issue refunds to inmates for any funds remaining in any debit account upon the inmate's request and/or release from incarceration at the Facilities, whether the account is active or inactive. Should an account be deactivated by Contractor and the inmate requests to reactivate the account and utilize inmate communication services at the Facilities, the funds shall be made available to inmate by Contractor. No fees shall be charged to the inmate for refunds or reactivation of funds associated with a debit account. See Section H (Additional Technology), Subsection 4 (Debit Release).

1.011	It is Contractor's responsibility to initiate and establish a business relationship and necessary interface(s) with County for debit application. The contact information is found in **Section I (Facility Specifications)**. County shall not be responsible for paying any amounts associated with the required interface(s).
1.012	Contractor shall supply, at County's request, marketing materials, including but not limited to signage, brochures, and flyers regarding the ITS, VVS and Tablets and/or Contractor's pre-paid and debit applications at no cost to County. All marketing materials shall include a disclaimer that Contractor is solely responsible for pre-paid and/or debit accounts and that inquiries regarding the accounts and refunds shall be directed to Contractor. County reserves the right to modify and approve all materials prior to placement/distribution.
SUBSECTION 2 - PAYMENTS FOR VIDEO VISITATION SYSTEM SESSIONS	
2.001	Contractor shall refund all visitation fees if the video visitation session is dropped due to Contractor related issues.
2.002	Contractor shall provide an option for an itemized receipt for all transactions, charges and fees for all video visitation sessions.
SUBSECTION 3 - TABLET ACCESS CHARGES	
3.001	To complete the reporting and revenue share process outlined in **Section A (General Conditions)**, Contractor shall, by the 5th day of the month following the traffic month, submit an inmate transaction fee invoice to County for payment by County. The invoice shall contain all transaction fees for Tablet applications and usage collected by County from the inmates for the Tablet applications and usage associated with Contractor's Tablet solution at the Facilities for the previous calendar month. In no case shall County be independently responsible for payment of transaction fees not collected previously from inmates.
SUBSECTION 4 - CONTRACTOR RETENTION OF END-USER ACCOUNT INFORMATION	
4.001	For the purpose of aiding in investigations, the Contractor must retain ITS, VVS, and Tablet account information pertaining to an end-user's pre-paid collect, direct bill, and similar accounts for a period of 3 years after the expiration/termination of the Contract. The information shall include, but not be limited to, the end-user's billing name, address and telephone number.
4.002	The County shall have access to such account information upon request, to the extent permissible by law. Contractor shall provide the requested information within two (2) business days upon receipt of the request from County.

SECTION C - CUSTOMER SERVICE	
SUBSECTION 1 - MAINTENANCE	
REQUIREMENT NUMBER	**DESCRIPTION**
1.001	Contractor shall respond to repair requests from County by arriving at the site promptly after reasonable notice has been given on a 24-hours a day, 7-days a week, 365-days a year basis.
1.002	Repairs or replacement of nonworking or damaged equipment or software shall be started by a qualified technician within 4 hours following notification of a service request or system failure. Contractor shall maintain an adequate amount of supplies/materials on hand in order to meet these requirements and ensure there is no prolonged period of downtime.
1.003	Contractor must exhibit to County a best effort approach to the completion of the repairs or replacement during the first 24-hours following notification of a problem.

1.004	Contractor shall provide County with 3 dedicated technicians for County's Facilities. Contractor's technicians shall conduct weekly scheduled preventative maintenance visits as directed by the County. Contractor's technicians shall provide a preventative maintenance log to the County upon the completion of each preventative maintenance visit for the purposes of documenting actions taken and repairs made.
1.005	Should a technician position become vacant, Contractor shall obtain prior approval from County for any personnel filling the position of the dedicated technician. All applicants shall pass all background checks and training seminars as requested by the County.
1.006	If at any time during the term of the Contract the position for the dedicated technician becomes vacant, Contractor shall provide an interim dedicated technician or alternative technician support within 10 business days, subject to County's background check process, and fill the position on a full-time basis within 60 days. Should Contractor fail to take reasonable steps to fill the interim or full-time dedicated technician position within the required timeframes, Contractor may incur liquidated damages as specified in **Additional Terms and Conditions #30**.
1.007	County shall be notified of progress and/or delays in progress with repairs or replacements until the problems are resolved.
1.008	Contractor shall notify County any time a technician will be dispatched to the Facilities and prior to the technician's arrival.
1.009	Additionally, the County may cancel the Contract if Contractor has not cured a service problem within 10 days of Contractor receiving notice of the problem from the County. County, at its sole option, may elect to pursue Liquidated Damages, as outlined in **Additional Terms and Conditions #30**, if a service problem is not resolved within the specified cure period.
1.010	Each party shall report to the other party any misuse, destruction, damage, or vandalism. Contractor will assume liability for any and all such damages.
1.011	All operation, maintenance and repair issues regarding the ITS, VVS, Tablet, or kiosk services shall be reported by Contractor to County promptly.
1.012	Contractor shall provide County with ITS, VVS, Tablet and kiosk technology software upgrades as they become available. All upgrades must be provided to County at no additional cost.

SECTION D - GENERAL INSTALLATION REQUIREMENTS	
SUBSECTION 1 - STANDARDS	
REQUIREMENT NUMBER	**DESCRIPTION**
1.001	Inmate communication services are to be provided and shall comply with all applicable Federal Communication and/or Public Service Commission regulations relating to inmate communication services in correctional facilities.
1.002	Contractor shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal government, or state, county, or municipal government.
1.003	Contractor shall comply with the BSCC Title 15 Minimum Standards.

SUBSECTION 2 - IMPLEMENTATION	
2.001	Contractor shall submit an updated implementation plan for all inmate communications services, which shall include an installation schedule, for each Facility, including ITS, VVS, Tablets and kiosks within 10 days of the execution of this Contract.

Docusign Envelope ID: E49C4C7A-6445-4FC0-9280-117064BB52B1

2.002	Initial installations for the ITS must be completed within 60 days of the execution of the Contract between County and the selected Contractor; this includes additional inmate telephones required by County as outlined in **Section I (Facility Specifications)**. Implementation plan(s) has been incorporated as **Attachment E** of this Contract and must be followed.
2.003	Initial installations for the Tablets and VVS must be completed within 120 and 180 days respectively of the approval of the Implementation plan(s) by execution of the Contract between County and the selected Contractor. Implementation plan(s) will become a part of the Contract and must be followed.
SUBSECTION 3 - TRANSITION REQUIREMENTS	
3.001	Upon expiration, termination, or cancellation of the Contract, Contractor shall accept the direction of the County to ensure all inmate communication services are smoothly transitioned. At a minimum, the following shall apply:
3.002	At no cost to the County, Contractor shall supply 1 workstation(s), per Facility which shall become the property of the County after expiration, cancellation or termination of the Contract to allow the County access to all CDRs, call and visitation recordings, documentation, reports, data contained in the inmate communication applications/systems. County shall maintain the same level of remote access for up to 3 years after Contract termination.
3.003	Contractor shall discontinue providing service or accepting new assignments under the terms of the Contract, on the date specified by County. Contractor agrees to continue providing all services in accordance with the terms and conditions, requirements and specifications of the Contract for a period not to exceed 90 calendar days after the expiration, termination or cancellation date of the Contract. Any obligations set forth in **Attachment C**, as expressly in effect at the time of expiration, termination, or cancellation of the Contract, shall remain in effect to the extent such services or offerings continue to be provided by Contractor during the applicable transition period.
3.004	Contractor agrees to remove its equipment at the conclusion of the Contract in a manner that will allow the reuse of wiring/cabling associated with all inmate communication services.
SUBSECTION 4 - GENERAL INSTALLATION REQUIREMENTS	
4.001	Contractor shall be responsible for all costs associated with the installation of the inmate communication services including but not limited to ITS, VVS, and Tablets which shall include but not be limited to, the necessary labor, parts, materials, transportation, purchase of equipment, wiring, new electrical circuits, cables, installation, racks/cabinets, service, maintenance, voice network and transmission, data network, and day-to-day operation to maintain all proposed system components in good working order and in compliance with the equipment manufacturer's specifications.
4.002	Contractor shall install the quantity of inmate telephones, standard visitation telephones, video visitation stations, and Tablets detailed in **Section I (Facility Specifications)**.
4.003	Contractor shall install a separate, dedicated network to accommodate all inmate communication services. Contractor's inmate communication services shall not be configured to reside on or use the County's network.
4.004	Contractor shall install/mount all inmate communication services equipment in accordance with the County's requirements.
4.005	Use of existing conduit, raceways, cable, wiring, switches, circuits, and terminals within the Facilities is at the risk of Contractor. Exposed wiring is not permitted. Ownership of any wiring or conduit installed under the Contract by Contractor becomes the County's property upon termination and/or expiration of the Contract.
4.006	Contractor agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and meet all applicable

Docusign Envelope ID: E49C4C7A-6445-4FC0-9280-117064BB52B1

	cabling/wiring standards for commercial buildings and must be approved by the Facilities maintenance personnel.
4.007	Contractor shall be responsible for installing all new wiring, cabling and network circuits at no cost to the County to support the provision of the outlined inmate communication services at no cost to the County.
4.008	Contractor agrees to obtain the County's written approval before making any physical changes to the Facilities, such as drilling into walls, floors, ceilings or any other portion of the Facilities. This includes existing, newly constructed and/or expanded Facilities.
4.009	Contractor shall provide, install, maintain, replace and upgrade adequate surge and lightening protection equipment to protect all lines, circuits and equipment used for the inmate communication services.
4.010	Contractor shall provide, install, maintain, replace and upgrade an Uninterruptible Power Supply (UPS) back-up power for the inmate communication services to ensure there is no loss of call, video or transaction processing and data storage in the event of a power failure.
4.011	A separate power source shall not be required for the inmate communication services equipment. A power source will be made available by County for the inmate communication services upon confirmation of equipment specifications.
4.012	Installation of all cabling, telephones, video visitation stations, Tablets, and related equipment shall be accomplished during normal business hours at the Facilities or as otherwise specified by the County.
4.013	Contractor shall install, repair, and maintain all Contractor-provided equipment, including but not limited to, any wiring or cable work required from the demarcation throughout the Facilities. All Contractor-provided equipment, installation, maintenance, repair costs, and all costs or losses due to vandalism shall be the total responsibility of the Contractor.
4.014	Contractor shall clean-up and remove all trash and packaging materials resulting from work performed. Unless otherwise specified by the County, no equipment, inventory or spare parts shall be stored by Contractor at the Facilities.
4.015	Contractor shall correct any damage to the County's property caused by maintenance or installation associated with the inmate communication services, including repairs to walls and ceilings.
4.016	Contractor shall provide written documentation indicating that all circuits and network have been tested and all cables, pairs, fiber strands, blocks are legibly marked after the completion of each installation associated with the inmate communication services.
4.017	Contractor shall maintain a reasonable supply of the parts needed under this contract and maintain a reasonable supply system for the acquisition of additional parts, either immediately or with minimal delay.
4.018	All costs associated with the James A. Musick Facility's (JAMF) infrastructure, including cabling, wiring and new construction shall be the responsibility of the County. County shall provide written notice to the Contractor when JAMF is prepared for the installation of Contractor's equipment. Within ten (10) business days of receipt of the County's written notice, Contractor shall provide County with an implementation plan for the installation of Contractor's equipment.
SUBSECTION 5 - SECURITY	
5.001	All Contractor employees shall obtain, at Contractor's cost, the appropriate personnel background security clearance prior to arrival at the Facilities.
5.002	All Contractor employees will comply with County's policies and procedures.
5.003	Entry to the Facilities is subject to the approval of the County.
SUBSECTION 6 - TRAINING	

6.001	Contractor shall provide onsite training for each inmate communication service to the County's staff. Additional training (onsite or via the web) shall be provided to new staff at no cost to the County. Training manuals shall be provided to the County's staff at all training meetings and will become the property of the County. At County's request, Contractor shall provide a downloadable version of all user manuals and training materials.
6.002	When requested by the County, informational pamphlets shall be available to inmates and end-users and shall describe the applicable features and functionalities of each inmate communication service. All informational marketing materials shall include a disclaimer that Contractor has sole responsibility for pre-paid and/or debit accounts, and to contact Contractor for pre-paid and/or debit account inquiries and refunds. County reserves the right to modify and approve all materials prior to distribution.
6.003	Contractor will also provide full documentation for all inmate communication services features and documentation for any and all added technology features that result from this Contract.
SUBSECTION 7 - UPGRADES AND PERFORMANCE PROCESS	
7.001	Contractor shall provide the County with written notice, including detailed information, of any new inmate communications service software upgrades or additional features to be added to either system, within 30 days of the introduction of the new software or features into the industry.
7.002	Contractor shall provide the County with inmate communication services software upgrades as they become available. All upgrades must be within 1 release of the newest operating system and provided to County at no additional cost.
7.003	Contractor shall adhere to the following performance process when upgrading the ITS, VVS and Tablet software, equipment, or performing any changes to either system at the Facilities. Any deviation from this process may result in liquidated damages incurred by Contractor as described in **Additional Terms and Conditions #30.**
7.004	Contractor shall perform extensive testing on all system changes or upgrades to any of the inmate communication services, prior to introducing them to the County. At a minimum, this shall include the following:
7.005	Circuit/network testing;
7.006	Configuration / setting preservation testing;
7.007	ITS: call processing, debit/pre-paid availability, international calling, private call number database and settings;
7.008	VVS: video visitation session quality and scheduling application;
7.009	Tablets: access to all transactions, applications and applicable purchase processes; and
7.010	Access to all inmate communication service user applications.
7.011	Contractor shall provide the County with written details regarding any change to voice prompts, dialing or video visitation procedures or processes impacting inmates and end-users/visitors.
7.012	Contractor shall receive written permission from the County, before scheduling or proceeding with any functionality changes to the inmate communication services at the Facilities, especially if the changes will cause an interruption in service.
7.013	County, at its option, shall have a minimum of 2 weeks to notify inmates at the Facilities of any inmate communication services changes that affect the inmates or end-users/visitors.

Docusign Envelope ID: E49C4C7A-6445-4FC0-9280-117064BB52B1

7.014	Contractor shall work with the Facilities to schedule all changes and/or upgrades during a time when the inmate communication services are not being used regularly by the inmates. Contractor shall coordinate a convenient time and day with the County to implement the changes or upgrades to avoid an interruption in service.
7.015	At the request of County, Contractor shall coordinate the presence of a technician at the Facilities on the day of implementation to place test calls, video visitation session and Tablet transactions and ensure all inmate communication services are functioning properly.
7.016	Contractor shall reconcile and validate the private call numbers database and associated configuration after each upgrade and report results within 3 business days of the upgrade.
7.017	All said changes shall be made by Contractor at no cost to the County.

SECTION E - ITS REQUIREMENTS

SUBSECTION 1 - ITS SPECIFIC INSTALLATION REQUIREMENTS

REQUIREMENT NUMBER	REQUIREMENT TYPE
1.001	All telephone equipment provided shall be fully operational at the time of the initial installation.
1.002	The telephone sets shall be suitable for a correctional environment, stainless steel, sturdy, non-coin, vandal and tamper resistant; the cord length for the inmate and visitation telephones is specified in **Section I (Facility Specifications)**.
1.003	Contractor shall install all new telephone equipment even if the selected Contractor is the incumbent inmate telephone service provider.
1.004	All telephone equipment shall be powered by the telephone line, not require an additional power source.
1.005	The telephones must not contain any exterior removable parts.
1.006	All telephone sets shall include volume control.
1.007	Contractor shall place placards containing dialing instructions in English, Spanish, Vietnamese, Cantonese, Portuguese, French, Armenian, Mandarin, and Braille on each telephone. The parties may agree upon the inclusion of additional languages. Placards shall also contain a notice in the same languages that will advise inmates of telephone monitoring and recording. This notice will be prominently posted in the area next to all inmate telephones. The notice will read: **"NOTICE! Telephone calls will be recorded and may be monitored."** Placards shall be replaced each time an inmate telephone set is replaced and/or when damaged or defaced so that the instructions and notice are no longer legible.
1.008	At no cost to the County, Contractor shall install additional telephones (inmate and visitation), monitoring and recording equipment as needed, within 30 days of request. This includes newly constructed or expanded buildings and Facilities.
1.009	If the installation of the additional telephones (inmate and visitation) is not completed within 30 days, Contractor may incur liquidated damages as described in **Additional Terms and Conditions #30**.

SUBSECTION 2 - ITS AND USER APPLICATION SPECIFICATIONS

2.001	The ITS shall be capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, and international calling and visitation sessions.

Docusign Envelope ID: E49C4C7A-6445-4FC0-9280-117064BB52B1

2.002	The ITS shall be configured to process all or any combination of the following bill types, without limitation; collect, free, pre-paid collect, pre-paid card, debit and/or speed dial.
2.003	Contractor shall provide a sufficient number of bandwidth ensure inmates are allowed to place calls 99.9% of the time. County reserves the right to require Contractor to revise its configuration to County's reasonable satisfaction to resolve any inmate complaints of reception degradation or unavailable service which arise as a result of Contractor's ITS configuration. Such changes shall be completed by Contractor at no cost to County.
2.004	At County's request, Contractor shall provide a report documenting the completion ratio on a monthly basis or other frequency designated by County.
2.005	The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public. Contractor shall accept County's reasonable decision regarding whether the reception quality is acceptable.
2.006	Call acceptance by the called party shall be accomplished for all calls through Dual-Tone Multi-Frequency (DTMF) confirmation ("positive acceptance"). Voice recognition is not an acceptable method for positive acceptance.
2.007	The ITS shall be capable of recognizing and distinguishing standard or irregular busy signals, standard or irregular ringing signals, answering machines, voicemail, cellular telephones, ring-back tones, chain dialing.
2.008	The ITS shall be configured to monitor the switch hook on the telephone sets. If the switch hook is pushed down or moved from its idle position, the call must be disconnected immediately and the call prompts must come on to prevent fraud or unauthorized dialing. Contractor must assume all responsibility for fraud or unauthorized dialing occurring as a result of the ITS failing to meet this requirement.
2.009	With each call, the ITS must provide an automated message to advise both the inmate and the call recipient that the call is coming from a correctional facility, the call is coming from a specific inmate, and the call is being recorded and may be monitored. The automated message must be free of any charges. County reserves the right to request Contractor to modify/revise the recordings at any time during the Contract at no cost to County and within 30 days of the request.
2.010	The automated message will be available in English, Spanish, Vietnamese, Cantonese, Portuguese, French, and Armenian, and Mandarin. The parties may agree upon the inclusion of additional languages.
2.011	Except with private call numbers, the inmate and the call recipient are required to "acknowledge" the recording and possible monitoring of the calls by pressing "1" before the call will proceed. Neither the inmate nor the call recipient are required to make this acknowledgment for private call numbers as calls to these numbers shall not be recorded.
2.012	If either the inmate or the call recipient fails to press "1", the call will be terminated.
2.013	With each call, the ITS shall clearly identify the type of call being placed to the called party: collect, pre-paid, free. This recording must be free of any charges.
2.014	The ITS shall be able to accommodate any of the following options for recording and playback of an inmate's name to the called party:
2.015	The inmate may record a name each time a call is placed. Contractor shall provide no more than 2 seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS;

Docusign Envelope ID: E49C4C7A-6445-4FC0-9280-117064BB52B1

2.016	The inmate may record a name only once (with the first call attempted); the recorded name will be stored in the ITS and shall be played back with all subsequent call attempts. Contractor shall provide no more than 2 seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS; or
2.017	No name is recorded. If County selects this option, the announcement to the called party shall not include silence or an interruption where the name recording would normally be included.
2.018	For calls that are not completed, the ITS shall play a recorded message to the inmate detailing why the call was not completed. County reserves the right to request Contractor to modify/revise the recordings at any time during the Contract at no cost to County and within 30 days of the request.
2.019	ITS shall allow free local telephone calls from the intake/booking inmate telephones at Central Jail Complex and the James A Musick Facility (when available) at the initial time of booking only.
2.020	Once the inmate has been transferred out of intake/booking, the ITS shall process all subsequent calls from the inmate as collect or pre-paid unless the telephone number is configured as free in the ITS.
2.021	Following the dialing sequence, Contractor shall configure the ITS to either:
2.022	Allow inmates to remain muted while still being able to hear the call progress (ex: ringing on the line, voicemail pick-up); or
2.023	Place the inmate on-hold and not permit the inmate to hear the call progress.
2.024	In no event shall the inmate be allowed to communicate with the called party until the call is positively accepted.
2.025	The ITS shall be capable of processing and completing international prepaid collect calls.
2.026	The ITS user application shall allow the following search criteria and filters (without limitation) to be applied to the CDR queries:
2.027	Inmate Name (First, Last);
2.028	Inmate Personal Identification Number;
2.029	Record Identifier;
2.030	Date Range (Start Date/Time and End Date/Tim);
2.031	Facility;
2.032	Called Number;
2.033	Originating Number;
2.034	Station Name;
2.035	Call Type;
2.036	Bill Type;
2.037	Duration;
2.038	Call Amount;
2.039	Flagged Calls;
2.040	Monitored Calls;
2.041	Recording Type;
2.042	Completion Type;
2.043	Termination Type;
2.044	Validation Result;

Docusign Envelope ID: E49C4C7A-6445-4FC0-9280-117064BB52B1

2.045	Pre-Paid Card Number;
2.046	Phone Group(s);
2.047	Visitation Phone(s); and
2.048	Custom Search.
2.049	The ITS user application shall allow CDR query results to be exported in a format selected by County (.csv, PDF, Microsoft Excel 2016 or greater).
2.050	At a minimum, the ITS user application shall be equipped to generate the following standard reports in addition to the CDRs:
2.051	Call Statistics by Date Range;
2.052	Frequently Called Numbers;
2.053	Frequently Used Personal Identification Numbers;
2.054	Commonly Called Number;
2.055	Call Detail Report;
2.056	Gross Revenue Report by Date Range;
2.057	Facility Totals and Statistics;
2.058	Called Party/Number Accepting Report;
2.059	Fraud/Velocity Report;
2.060	Total Calls;
2.061	Personal Allowable Numbers (PAN) Report;
2.062	Pre-Paid Card Report;
2.063	Debit Usage Report;
2.064	Debit Balance and Funding Report;
2.065	Pre-Paid Card Balance Report;
2.066	Bill and Call Type Distribution;
2.067	Phone Usage;
2.068	Reverse Look-Up;
2.069	User Audit Trail; and
2.070	Voice Verification.
2.071	The ITS user application shall allow County to export the reports in a format selected by County (.csv, PDF, Microsoft Excel 2016 or greater).
2.072	Contractor shall provide the County with the capability to search, query and export end-user pre-paid account information for investigative purposes. County shall be capable of validating account holder status, number of pre-paid deposits and associated amounts, generating reports identifying, at a minimum, associated telephone numbers, method of payment, inmates from which calls are accepted, the number of completed calls with an associated date and time, any pre-paid funding fees and other applied charges and taxes.
2.073	The ITS shall have the capability to customize reports in a form mutually agreed upon by County and Contractor.
2.074	Contractor's ITS user application shall at a minimum allow:
2.075	Report generation to include the reports listed above;
2.076	The creation, modification and deactivation of user accounts;
2.077	The creation, modification and deactivation of inmate accounts;
2.078	The creation and modification of telephone numbers in the ITS including entry of free and privileged telephone numbers without the assistance of Contractor;

2.079	Assignment of inmates or an inmate type to an agency, inmate telephone or a group of inmate telephones;
2.080	Locating and accessing a specific recording by utilizing a unique recording/call identifier;
2.081	Block/unblock telephone numbers without the assistance of Contractor;
2.082	Configure an alert that will detect and prohibit a call made to a restricted number, a call using a restricted Personal Identification Number, or a call made from a restricted telephone.
2.083	Program a specific speed dial code to selected telephone numbers as determined by County and at no cost to County and without the assistance of Contractor; and
2.084	Query the CDRs for inmate activities and calling patterns, including the provision of reverse look-up at no cost to County. The reverse look-up feature shall include, at a minimum, the end-user's name and billing address for all collect and pre-paid calls.
2.085	The ITS shall have the capability to allow County to create, view and track service tickets associated with the ITS or Facilities.
2.086	Contractor shall ensure continuous diagnostics and supervision for call processing and call recording. Contractor shall be capable of performing remote diagnostics to the ITS to determine if a problem exists with the telephone, station port, channel, line.
2.087	The ITS shall comply with the Americans with Disabilities Act (ADA) requirements including, but not limited to, providing telephones which are accessible to persons in wheelchairs and providing devices that are compatible with Telephone Devices for the Deaf (TDD) and Video Relay Services (VRS) and meet these requirements:
2.088	Contractor shall provide the number of TDD telephones and ports and VRS units specified in **Section I (Facility Specifications)**; and
2.089	TDD telephones shall be able to work with the ITS at the Facilities.
2.090	The ITS must offer the called party an option to receive a rate quote during the call acceptance process.
2.091	The ITS shall be able to accommodate pro bono calls to consulates for all countries which may be required for ICE detainees. This option, when requested by County, shall be provided at no cost to County. Contractor shall accept County's direction for how pro bono calling services are configured via the ITS.
2.092	Contractor shall be able to establish an informant line at no cost to County. Calls to the informant line shall be free and shall be routed via the ITS to a destination designated by County. Contractor shall accept County's direction for how the informant line is configured through the ITS.
2.093	Contractor shall work with County to implement a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003. Contractor shall accept County's direction for how the PREA line is configured through the ITS. At a minimum, Contractor shall:
2.094	Provide an option for PREA calls to be processed via the ITS without the use of a PIN to ensure anonymity.
2.095	Route free calls via the ITS to a destination provided and designated by County which may be the same as that used for the County informant line.
2.096	At no cost to County, provide a telephone line to County dedicated for PREA calls to which the calls will be routed as free.

2.097	Contractor shall have the capability to allow County to maintain the same telephone number currently in place at all Facilities and/or utilize any telephone number specified by the County.
SUBSECTION 3 - ITS SECURITY FEATURES	
3.001	The ITS shall prohibit:
3.002	Direct-dialed calls of any type;
3.003	Access to a live operator for any type of calls;
3.004	Access to "411" information services;
3.005	Access to 800, 866, 888, 877, 900, 911, and any other 800 or 900 type services unless pre-approved by the County; and
3.006	Access to multiple long-distance carriers via 950, 800 and 10 10-XXX numbers.
3.007	The ITS shall prevent call collision or conference calling among telephone stations.
3.008	The ITS shall be able to shut down and/or disable an individual telephone or telephone group(s) quickly and selectively without affecting other telephones or telephone group(s). County must be able to shut down the ITS via a workstation, the ITS user application and/or by cut-off switches at several locations including, but not limited to:
3.009	At demarcation location;
3.010	Central control; and
3.011	By select housing units.
3.012	The ITS shall not accept any incoming calls. Contractor shall work with the LEC to ensure such control.
3.013	The ITS, upon detection of a three-way call, forwarded call, conference call shall be able to flag and/or terminate the call immediately. These calls shall be flagged in the CDRs as such.
3.014	The ITS shall allow the called party to block their telephone number during the call acceptance process.
3.015	As specified by County, the ITS shall have the capability to allow calls to specific numbers at specified times during the day.
3.016	The ITS shall be capable of limiting the length of a call, providing service at specified times of the day and allowing a maximum number of minutes or seconds per inmate, per month. The current call time limit for the Facilities is specified in **Section I (Facility Specifications)**.
SUBSECTION 4 - PERSONAL IDENTIFICATION NUMBER APPLICATION	
4.001	The Personal Identification Number (PIN) application shall work with the ITS allowing inmates to use PINs to complete calls via the ITS and include all of the following features and functionalities:
4.002	The capability to provide collect, pre-paid and debit, free and speed dial calling utilizing a PIN;
4.003	The capability to interface with County's JMS to allow for inmate PINs to be automatically transferred to the ITS. The JMS contact information is provided in **Section I (Facility Specifications)**. It is the Contractor's responsibility to contact the JMS provider, establish a working business relationship and identify the requirements necessary to interface with the JMS to ensure Contractor will be able to meet the PIN requirements listed below with the initial implementation. County shall not be responsible for paying any amount associated with the required interface.

4.004	The capability to receive, accept and apply alphanumeric characters in an inmate's ID.
4.005	The capability of accommodating any of the following options for how PINs are received and/or generated by the ITS:
4.006	JMS generates and sends to the ITS an inmate ID. The ITS stores the inmate ID and generates an additional unique identifier to be added to the inmate ID. The combination of the inmate ID and the additional unique identifier shall be the PIN;
4.007	JMS generates and sends to the ITS an inmate ID along with additional inmate data. The ITS stores the inmate ID and utilizes the additional inmate data to create the complete PIN;
4.008	JMS generates and sends the complete PIN to the ITS. The ITS stores the complete PIN; or
4.009	The ITS, without an interface with the JMS, auto-generates the complete PIN;
4.010	The ITS shall be capable of accepting a bulk data import of existing PIN information from the incumbent Contractor.
4.011	The ITS shall be capable of accepting a manually entered PIN.
4.012	If applicable, the interface between the JMS and ITS shall automatically update the status of the PIN in the ITS based on the inmate's status in the JMS (e.g. newly booked, transferred, released).
4.013	County currently utilizes a 11-digit PIN comprised of a 7-digit inmate ID and a unique 4-digit identifier (the inmate DOB - mmdd) as generated by the JMS. This configuration is the default and shall be active upon the initial implementation.
4.014	PINs shall not be required for booking/intake phone(s) at the Sheriff Facilities.
4.015	Reserved.
4.016	Once a PIN has been activated in the ITS, the inmate shall only be allowed to place calls from a designated Facility or group of inmate telephones located at the Facility.
4.017	When an individual PIN is added or modified in the system, the ITS shall document the date/time and the user making the change.
SUBSECTION 5 - PERSONAL ALLOWABLE NUMBER LISTS (PANs)	
5.001	The ITS shall have the capability to store a list of Personal Allowed Numbers (PAN) associated with each PIN. PANs are not a requirement with the initial implementation.
5.002	The ITS shall allow authorized users to set a universal quantity of PANs at the inmate level or override the default quantity of PANs for an inmate.
5.003	The quantity of approved telephone numbers within a PAN shall be configurable.
5.004	PANs shall allow authorized users to set a universal quantity of approved telephone numbers for each PIN.
5.005	The ITS shall have the capability to track PAN changes based on a frequency required by County. The ITS shall have the capability to notify the user if a PAN change is requested to be made outside of the allowed timeframe (e.g., every 90 days).
5.006	The proposed ITS shall document all updates, modifications and/or details for a PAN (e.g., user name, modification made, time/date stamp).
5.007	ITS shall be capable of storing the following information (at a minimum) for each telephone number on the PAN: telephone number, called party name, address and relationship to inmate.
SUBSECTION 6 - MONITORING AND RECORDING REQUIREMENTS	

6.001	The ITS shall be capable of monitoring and recording all inmate calls, including VRS and TDD/TTY calls completed from inmate telephones and/or wall mounted devices, and visitation sessions from any telephone within the Sheriff Facilities unless there are restrictions that prohibit the recording and monitoring of certain calls and visitation sessions such as attorney-client privilege.
6.002	The ITS shall be capable of completing pro-per calls as directed by County. Pro-per inmates and/or telephone numbers identified by County may be restricted from recording and monitoring upon request by County. The ITS shall be capable of providing a report of all pro-per activity to County at a frequency specified by County.
6.003	The ITS shall be able to exclude all private, blocked, or free calls and visitation sessions and clearly designate non-recorded calls/visitation sessions within the ITS user application.
6.004	Contractor shall perform bi-annual (June 1st and December 1st) reconciliations of all private call numbers and provide results to the County within 7 days of the start of the reconciliation. Reconciliations shall include the current list of private call numbers saved within the ITS, confirmation of any recordings (both prior to and after entry into the ITS), and confirmation of any ITS user that has accessed any potential recordings.
6.005	The ITS shall allow designated users at the Facilities to play back a recorded call/visitation session in progress (e.g., live monitoring) via the ITS user application.
6.006	The ITS shall be capable of recording calls/visitation sessions in a manner allowing designated users to isolate the inmate or the end-user side of the recording for playback.
6.007	The ITS shall provide simultaneous playback and continuous recording of calls and visitation sessions.
6.008	The live monitoring feature shall display a list of calls in progress to allow County to scan through all calls in progress or to listen to a specific call. At minimum, the default view shall sort calls in chronological order. Private calls, such as attorney calls, shall be indicated as such in the display window and shall not have the capability to be live monitored or recorded. For the purpose of call monitoring, the County prefers that the ITS display the fields below.
6.009	Call Start Time;
6.010	Facility;
6.011	Phone Location Name;
6.012	Inmate Name;
6.013	Inmate PIN;
6.014	Called Number;
6.015	Private/Attorney Call;
6.016	Called City, State;
6.017	Call Status; and
6.018	Alert.
6.019	All CDRs, including all attempted and completed calls, shall be stored online for the life of the Contract. A copy of all CDRs shall be stored offline by the Contractor for a minimum period of 3 years following the expiration of the Contract.
6.020	All call recordings shall be stored online for the life of the Contract. A copy of all recordings shall be stored offline by the Contractor for a period of 3 years following the expiration or termination of the Contract and any renewal terms. In the event County requests call recordings, Contractor shall provide the requested information within two (2) business days upon receipt of the request from County.
6.021	Contractor shall be responsible for supplying all storage media (CDs/DVDs, USB drives) at no cost to County throughout the life of the Contract and any renewal terms.
6.022	Contractor shall provide remote access to the ITS at no cost to County.

Docusign Envelope ID: E49C4C7A-6445-4FC0-9280-117064BB52B1

6.023	The provision of remote access shall allow County the same features and functionalities, permitted by the user's level of access, available on a Contractor-provided workstation.
6.024	For the term of the Contract, County shall have access to all CDRs from all workstations and remote access computers, based on the user's access level.
6.025	The ITS shall be capable of providing alerts for certain calling events and, at a minimum, allow designated users to receive or be forwarded a live call/visitation session to a specified destination.
6.026	The ITS user application shall copy/export recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the recording.
6.027	The ITS shall be capable of emailing and copying recorded calls and visitation sessions onto a CD/DVD or other storage medium in audio or MP3/data format with tamper free capabilities.
6.028	The copying/burning application shall be internal to the ITS.
SUBSECTION 7 - VOICEMAIL MESSAGING	
7.001	At the County's request, Contractor shall implement inbound automated voicemail messaging up to 1 minute per message through the ITS to allow inmates to receive voicemails from friends and family.
7.002	Funding for inbound voicemail shall be through a pre-paid account setup by the end-user.
7.003	In addition, Contractor shall provide internal voicemail to allow inmates to leave messages for County staff and for County staff to return a voicemail or leave a voicemail message to an inmate, group of inmates or the entire Facility. There shall be no charge to County or the inmates for internal messaging. Internal messaging for inmates includes:
7.004	Grievances;
7.005	Medical/dental requests;
7.006	File telephone complaints; or
7.007	Other requests options as determined by County (i.e. haircuts).
7.008	Fees and revenue share for inbound voicemail messaging are specified in **Attachment C, Rates and Fees.**
7.009	The ITS shall record and store all voicemail messages, in the ITS. All recordings shall be maintained as described in **Section E (ITS Requirements)**. Voicemail messaging shall preserve the call controls configured in the ITS.

SECTION F - VVS REQUIREMENTS

SUBSECTION 1 - VIDEO VISITATION SERVICE

REQUIREMENT NUMBER	DESCRIPTION
1.001	The VVS shall consist of hardware, firmware and software designed to enable the County to provide video visitation sessions and to monitor, record, and retrieve video visitation sessions.
1.001a	County may initiate video visitation sessions from inside the inmate housing location and/or in the lobby from a designated Private Flex Unit.
1.002	The proposed VVS shall provide all operational features and system requirements applicable to all video visitation sessions placed through the VVS.

1.003	The VVS shall interface with the County's JMS/ITS to allow for inmate and visitor information to be automatically transferred between the JMS and VVS. County will not be responsible for paying any amount(s) associated with the required interface(s). County prefers the inmate identifier utilized for the ITS is the same inmate identifier for the VVS.
1.004	Contractor shall provide internet test capability to remote video visitors.
1.005	The VVS must be able to shut down and/or disable an individual video visitation station or group of video visitation stations quickly and selectively without affecting other video visitation stations.
1.006	The VVS shall be capable of limiting the length of a video visitation session providing service at certain times of the day/week/month and allowing a maximum number of video visitation sessions per inmate per week or month.
1.007	Contractor must have the capability to provide remote monitoring access to the VVS at no additional cost. The provision of remote access shall allow the County the same features and functionalities, permitted by the user's level of access, available on a control workstation.
SUBSECTION 2 - VVS SPECIFIC INSTALLATION REQUIREMENTS	
2.001	Contractor shall provide the County the number of VVS control workstation(s) specified in **Section I (Facility Specifications)**. The workstations shall work in real-time with the VVS, for monitoring, recording and reporting. The workstation shall each include a CD/DVD burner, 2 flat screen monitors, built in speakers, mouse, keyboard, data/audio burning software, laser printer and a licensed copy of Microsoft Office (or equivalent).
2.002	VVS stations shall be suitable for a correctional environment, stainless steel, sturdy, vandal and tamper resistant with a shatter proof screen. VVS stations shall include the cord length requirements as those for telephone sets as described in **Section I (Facility Specifications)**.
2.003	The VVS stations shall not include any removable parts.
2.004	The VVS stations shall include volume control.
2.005	VVS stations shall include picture-in-picture viewing.
2.006	Upon installation of the VVS, Contractor will be responsible for providing all labor, equipment, supplies, materials, software, configuration (hardware, software, networking and bandwidth), documentation, testing and training necessary for the completion of the installation.
2.007	The VVS must provide high-quality, stereo audio and broadcast-quality video while meeting the industry quality standards.
2.008	Upon completion of the initial installation and any ongoing installations, Contractor shall provide County with a list of inmate and visitor video visitation stations, specifications, and location of each unit.
2.009	Contractor shall place placards containing video visitation use instructions in English, Spanish, Vietnamese, Cantonese, Portuguese, French, Armenian, Mandarin and Braille on or near each station. The parties may agree upon the inclusion of additional languages. The placards shall be replaced each time a VVS station is replaced and/or when damaged or defaced so that the instructions and notice are no longer legible.
2.010	Video visitation rate use flyers and/or additional video visitation related information shall be provided by Contractor upon County's request and at no cost.

Docusign Envelope ID: E49C4C7A-6445-4FC0-9280-117064BB52B1

2.011	At no cost to County, Contractor shall install additional VVS stations, including monitoring and recording equipment as needed, within 45 days of request. If Contractor fails to provide and install the additional visitation units within 45 days the Contractor shall be liable for liquidated damages as described in **Additional Terms and Conditions #30**. Both parties agree that delays in manufacturing and/or shipping are outside of the Contractor's control and supply chain delays will not be counted against the Contractor when evaluating Liquidated Damages. Contractor may need to provide proof of such delays upon County request to avoid liability for liquidated damages. For newly constructed or expanded Sheriff Facilities, the parties shall agree on a timeline for installation or implementation.
SUBSECTION 3 - VVS REGISTRATION AND SCHEDULING	
3.001	The VVS shall include a web-based scheduling application allowing private and professional visitors to register, schedule, and fund remote video visitation sessions from a Private Flex Unit through an internet browser and internet connection and/or cancel visits. In addition, the VVS shall support scheduling of public, in-person onsite visitation, at no additional cost.
3.001a	Contractor must have the capability to provide inmate-initiated VVS scheduling for the public at no additional cost. The provision of inmate-initiated VVS scheduling shall allow inmates to schedule, fund and/or cancel video visitation sessions from a Tablet.
3.002	The VVS shall prohibit the scheduling of video visitation sessions from a Private Flex Unit for any visitor who has not been approved by County following the registration process. County has the ability to suspend registered friends and family from remote video visitation on a tablet.
3.003	The VVS shall have the capability to allow smart phone scheduling.
3.004	The VVS shall allow visitors to log in using a unique visitor ID or an email address and password.
3.005	The VVS shall be capable of requiring the general public to acknowledge and agree to the terms and conditions associated with County's visitation policies as part of the registration process and with each scheduled visitation session.
3.006	At a minimum, the VVS shall obtain and store the following information for the visitor as part of the registration process:
3.007	First Name;
3.008	Last Name;
3.009	Email;
3.010	Telephone Number / Cell Phone;
3.011	Username; and
3.012	Password.
3.013	At a minimum, the VVS shall obtain and store the following information for the visitor as part of the scheduling process:
3.014	First Name;
3.015	Middle Name;
3.016	Last Name;
3.017	Credit Card;
3.018	Email;
3.019	Physical Address (Street Address, City, State, Zip);
3.020	Telephone Number;
3.021	Identification Type;
3.022	ID Number;
3.023	Username; and

Docusign Envelope ID: E49C4C7A-6445-4FC0-9280-117064BB52B1

3.024	Password.
3.025	The VVS shall have the capability to track all inmate housing unit assignments, movements, and releases. The VVS shall automatically cancel all sessions associated with an inmate if the inmate gets released.
3.026	The VVS shall be capable of sending the general public an email or text notification confirming the scheduled or canceled visit.
3.027	The VVS shall have the capability to display upcoming daily video visitation session information on one or multiple inmate station screens (i.e., inmate name, time of visit).
3.028	The VVS shall be capable of accommodating different sets of rules for onsite standard visitation, onsite video visitation and remote video visitation sessions.
3.029	The VVS shall allow authorized users at the Sheriff Facilities to approve attorneys and/or professional visitors before video visitation sessions can be scheduled from a Private Flex Unit; the VVS shall only allow the scheduling of sessions for approved visitors on the Private Flex Units. VVS shall allow authorized visitors to be added to the approved inmate visitor list for video visitation from tablets.
SUBSECTION 4 - VVS USER APPLICATION	
4.001	The VVS user application must provide specific information for tracking inmate and visitor activities and patterns by, at a minimum, the following criteria. In the event these criteria are not available within the user application at initial implementation, Contractor shall be liable for liquidated damages as described in **Additional Terms and Conditions #30**.
4.002	Inmate ID number;
4.003	Inmate name;
4.004	Visitor name;
4.005	Date and time of visit;
4.006	Inmate video visitation station; and
4.007	Daily, weekly and monthly visit statistics.
4.008	The VVS shall have the capability to allow authorized County staff to create the following restrictions with customizable durations:
4.009	Restrict a visitor from visiting certain inmate(s);
4.010	Restrict an inmate from visiting ALL visitors;
4.011	Restrict a visitor from visiting ALL inmates;
4.012	The VVS user application shall have the capability to support the following functions:
4.013	Set user ID;
4.014	Set/reset password;
4.015	Capture the user's first, middle and last name;
4.016	Manually terminate standard or video visitation sessions;
4.017	Report status of all standard and video visitation sessions (online or idle);
4.018	Stop, pause and restart any running visit;
4.019	Allow the County to enter comments or add notes to a visit;
4.020	Allow for station reassignment during any running visit;
4.021	Allow for visitation time extension during any running visit;
4.022	Customize the number of visits per the monitoring screen and the page rotation duration (maximum of twenty (20) visits may be displayed per page);

4.023	Designate a visitor as being an attorney or other professional entitled to confidential visits to prevent the visit from being recorded or monitored;
4.024	Manually schedule standard or video visitation sessions from a Private Flex Unit for a particular inmate, station, and date and time, on behalf of visitor(s);
4.025	Allow authorized users the ability to mandate specific visits, visitors and/or inmates to be recorded;
4.026	Allow authorized users to download, share and/or view recordings; and
4.027	Include an audit trail function and the capability to track users who have viewed and/or downloaded the recording files(s).
SUBSECTION 5 - VVS MONITORING AND RECORDING REQUIREMENTS	
5.001	The VVS must permit the County to fully record and monitor all standard and video visitation sessions from any standard or video visitation station within the Sheriff Facilities unless there are restrictions that prohibit the recording and monitoring of certain sessions such as attorney-client restrictions.
5.002	The VVS shall automatically start each video visitation session from an NFC Docking Station at the designated start time. Inmates shall have the ability to initiate friends and family video visitation sessions on the tablet.
5.003	The VVS shall allow County to determine if a visit from an NFC Docking Station or Public Flex Unit is to be cancelled if the visitor does not check-in on time or after a set amount of time, and if the visitation session will count against the inmate's visitation quota. County shall have the ability to accept or cancel a visit on behalf of friends and family on the tablet. County shall have the ability to cancel video visits for inmate/visitor misconduct.
5.004	The VVS shall automatically attempt to reconnect a video visitation session from an NFC Docking Station if connectivity is lost.
5.005	The VVS shall include an alert system that will detect visitation sessions made by a particular inmate or visitor.
5.006	The VVS shall have the capability to display an onscreen countdown clock timer on the inmate and the wall-mounted visitor stations.
5.007	The Contractor shall retain video visitation sessions online for a minimum of 90 days, but may require retention up to 1 year.
5.008	Contractor shall store all video visitation sessions offline for the life of the Contract plus 3 years after the termination of the contract. In the event County requests visitation session recordings, Contractor shall provide the requested information within two (2) business days upon receipt of the request from County.

SECTION G - TABLET REQUIREMENTS

SUBSECTION 1 - TABLET SPECIFICATIONS

REQUIREMENT NUMBER	DESCRIPTION
1.001	To permit inmates to access Tablet services, tablets shall interface with the County's JMS, ITS, and/or VVS, and have the ability to interface with the County's commissary. County prefers the same inmate identifier is used for Tablets as the inmate identifier for ITS and VVS. The County will not be responsible for any cost(s) associated with the required interface(s). Commissary interface will be activated upon written request by the County.

1.002	Tablets shall be configured to only allow inmates access to the services and applications approved by the County. Additional applications shall be mutually agreed upon by the County and Contractor. Inmates shall be prohibited from having any access to any external applications. Tablets must communicate with pre-approved applications and dedicated networks only.
1.003	Tablets shall be restricted to Contractor wireless access points only and shall be unable to connect to other wireless network access points. In the event tablets are able to access outside websites, networks, or applications, Contractor shall be liable for liquidated damages as described in **Additional Terms and Conditions #30**.
1.004	Contractor shall provide the County with remote access to Tablets at no cost to the County for the purpose of administering, monitoring, overseeing and reviewing transactions and activity associated with the applications and services offered. The following reports (at a minimum) shall be made available for each Sheriff Facility as applicable for monitoring and investigative purposes. In the event remote access and/or requested reporting is not available by implementation, Contractor shall be liable for liquidated damages as described in **Additional Terms and Conditions #30**. New reports, as requested by County, shall be developed and provided by Contractor at no cost to County:
1.005	Transactions by inmate;
1.006	Application usage by inmate;
1.007	Totals by inmate;
1.008	Totals by Tablet;
1.009	Daily, weekly and monthly statistics.
1.010	Contractor's user application for the Tablet solution shall provide the capability to export the reports in a mutually agreed upon format agreed to by County and Contractor.
1.011	Contractor shall have the capability to disable and/or shut off services to a single Tablet or group Tablets based on the user level and password, and not interrupt other Tablets.
1.012	Tablets shall be provided to the County with access to approved application content including a variety of games, music and entertainment, free applications / services, including law library and educational programs.
1.013	Tablets provided by Contractor shall be configured to provide certain "free" services to the inmate population at no charge. Such "free" services shall include:
1.014	Clock;
1.015	Calendar;
1.016	Dictionary;
1.017	Calculator;
1.018	PDF documents approved by County;
1.019	PDF viewer;
1.020	Electronic submission of inmate requests;
1.021	Commissary purchases – to be activated upon written request from County;
1.022	Debit purchases;
1.023	Trust account look-up - to be activated upon written request from County;
1.024	Inmate handbook;
1.025	Inmate notices/bulletins; and
1.026	Court date/release information.
1.027	The reports shall be available to County and its agency partners from all control workstations and remote access computers depending on the user's access level.

Docusign Envelope ID: E49C4C7A-6445-4FC0-9280-117064BB52B1

SUBSECTION 2 - TABLET SPECIFIC INSTALLATION REQUIREMENTS	
2.001	Contractor shall provide a minimum of a 2:1 inmate to tablet ratio at the Central Jail, Theo Lacy, and Western Medical Facilities and a 1:1 inmate to tablet ratio at the James A Musick Facility as specified in Section I at all times, excluding requisite spares, in select housing units as dictated by the County. County shall provide Contractor with the prior months Average Daily Population (ADP) by the fifteenth (15th) calendar day of each month. Any additional required Tablets to meet this ratio and mutually agreed upon onsite back up inventory, will be delivered to the County within fifteen (15) days of notification of ADP. In the event Contractor does not maintain the required inmate to Tablet ratio, under normal circumstances within the Contractor's control, Contractor may be liable for liquidated damages as described in **Additional Terms and Conditions #30**. Both parties agree that delays in manufacturing and/or shipping are outside of the Contractor's control and supply chain delays will not be counted against the Contractor when evaluating Liquidated Damages. Contractor may need to provide proof of such delays upon County request to avoid liability for liquidated damages.
2.002	Contractor shall be provided with the ADP for the month prior to execution of this Agreement and shall use this ADP as the number of Tablets expected to be installed during initial installation.
2.003	Replacement Tablet(s) that have been subjected to intentional damage, as determined and mutually agreed upon by both parties, requested or required to maintain a contractual inmate-to-tablet ratio will be provided at a rate of up to $249.99 per tablet, which includes shipping, processing, maintenance, and the software license for the use of the tablets. Contractor will invoice County only for tablets returned due to intentional damage. Contractor will retain ownership of the tablets and all licensed software.
2.004	Tablets shall be suitable for a correctional environment, sturdy, vandal and tamper resistant and shall be enclosed in a durable, sealed case.
2.005	Tablets shall not utilize external speakers. Contractor shall ensure earbuds are clear and designed in accordance with standard correctional security and environmental concerns, including suicide prevention.
2.006	Tablets shall be capable of restricting inmate usage to the specific housing units to which the inmate is assigned.
2.007	Contractor shall provide informational flyers/posters in English, Spanish, Vietnamese, Cantonese, Portuguese, French, Mandarin and Armenian outlining all Tablet services/offerings, and the cost of those services to post at the Sheriff Facilities at no cost to County. The parties may agree upon the inclusion of additional languages. County reserves the right to determine the priority of the languages in which the flyers/posters are offered.
2.008	Upon completion of the initial installation and any ongoing installations, Contractor shall provide County with a list of all Tablets, charging stations, equipment specifications and locations of each device.
2.009	Contractor shall provide County with the number of mobile charging stations as outlined in **Section I (Facility Specifications)**.
SUBSECTION 3 - KIOSKS	
3.001	Reserved.
3.002	Reserved.
3.003	Reserved.

3.004	Contractor shall provide lobby kiosks at the Sheriff Facilities, as identified in **Section I (Facility Specifications)** for use by visitors to the Facilities as a supplement to the current cashier processes for receiving payments into certain inmate accounts. The kiosks shall be no cost to the County. The kiosk payment services shall include deposits into pre-paid collect or debit accounts.
3.005	Contractor shall be responsible for all kiosk maintenance, collections, accounting, and reporting. Should the County request in writing that the kiosks allow for the deposit of funds into trust accounts, Contractor shall be responsible for remitting such funds back to County for deposit into the trust accounts.
3.006	Contractor agrees to provide cash collection services for the kiosks at no cost to County and at a frequency approved by County. County prefers Contractor utilized armed personnel for collection of funds. Such armed personnel service must comply with County security policies and entry to the Sheriff Facilities.
3.007	Contractor shall be capable of providing authorized users with access to transaction history and inmate photos as well as the option to print additional receipts.
3.008	Contractor shall provide to County a detailed weekly ACH reconciliation report that includes all credit and debit card and cash transactions for the preceding week (Monday-Sunday).
3.009	Contractor shall be responsible for any costs associated with an interface if one is required to implement any of the technologies associated with the kiosks.
3.010	County will not be responsible for any costs associated with the installation and ongoing maintenance, repair or replacement of the kiosks.
3.011	All fees/charges associated with the kiosks are in **Attachment B, Rates and Fees**.
3.012	Contractor shall be responsible for all maintaining and properly securing all tools and keys associated with the kiosks.
3.013	Before any changes to the fees/charges associated with deposits through the lobby kiosks are implemented, Contractor must submit a written request to receive approval from County. County will respond in writing to Contractor's request. Unapproved adjustments implemented without the prior written approval from County are subject to liquidated damages as specified in **Additional Terms and Conditions #30.**
SUBSECTION 4 - ELECTRONIC DEBIT AND/OR PRE-PAID ACCOUNT DEPOSIT	
4.001	The lobby kiosk shall have the capability to record all activity of the user in an auditable format which may be tracked through Contractor's system.
4.002	Contractor shall provide multiple funding methods to allow users to fund debit and/or pre-paid accounts. These methods shall include, but not be limited to, telephone funding (both live agent and automated) and online funding through Contractor's website and mobile application.
4.003	Contractor shall provide County and, to the extent requested by County, its Designated Agent with remote access to its web-based user application for the purpose of administering, monitoring, overseeing and reviewing transactions associated with the applications/services provided under this Contract. Remote access shall be provided by Contractor at no cost to County or its Designated Agent.
4.004	At no cost to County, Contractor shall provide analytical features, including searchable interfacing in order to establish funding relationships of all "linked" people making similar transactions.
4.005	Access to Contractor's system shall require the use of a username and password. The access levels shall be designated by County.
4.006	Contractor shall store all reports and data online for the life of the Contract. A copy of all reports and data shall be stored offline by Contractor for a minimum period of two (2) years following the expiration or termination of the Contract. Archival and/or offline transactions, reports, and data shall be retrieved and provided by Contractor to

Docusign Envelope ID: E49C4C7A-6445-4FC0-9280-117064BB52B1

	County within two (2) business days upon receipt of the requested transactions, reports, and/or data.
4.007	Contractor's system shall have capability to allow County to query all transactions and data stored.
4.008	Contractor's system shall have the capability to alert County staff of specific activity based on pre-set criteria in Contractor's system via email.
4.009	Contractor's system shall have the capability to track certain activities and patterns. The following reports (at a minimum) shall be made available as applicable for monitoring and investigative purposes. New reports, as requested by County, shall be produced by Contractor at no cost to County.
4.010	Deposits by inmate;
4.011	Deposits by sender;
4.012	Daily, weekly, and monthly statistics;
4.013	Totals by inmate;
4.014	Totals by kiosk;
4.015	Totals by Facility; and
4.016	Totals by transaction type.
4.017	Contractor's system shall provide the capability to customize reports in a format mutually agreed upon by County.
4.018	Contractor's system shall have the ability to capture all activity and tasks performed by each system user.
4.019	These services shall be provided to County at no cost.

SECTION H - ADDITIONAL TECHNOLOGY

SUBSECTION 1 - AUTOMATED INFORMATION SYSTEM

REQUIREMENT NUMBER	DESCRIPTION
1.001	At the request of the County, Contractor shall provide its automated information technology system (AITS) at no cost to County as part of Contract which shall include integration with County's JMS. County shall not be responsible for any costs associated with an interface.
1.002	The AITS shall make certain basic jail information and inmate-specific information available to the general public, including, but not limited to:
1.003	Location;
1.004	Directions;
1.005	Visitation hours;
1.006	Inmate lookup;
1.007	Release dates;
1.008	Upcoming court dates; and
1.009	Bond inquiries.
1.010	The AITS shall make certain information available to inmates, including, but not be limited to:
1.011	Balances in accounts (e.g., debit, pre-paid, and/or trust);
1.012	Charges;
1.013	Court dates, including time and location; and
1.014	Bond amounts and types.
1.015	All information shall be made available at County's discretion.
1.016	Contractor's AITS shall be configured to update the AITS system from County's JMS data every 15 minutes, at minimum.

Docusign Envelope ID: E49C4C7A-6445-4FC0-9280-117064BB52B1

1.017	Contractor's AITS shall provide the public and inmates information in both English and Spanish. County shall have the ability to request additional languages at no cost to County
1.018	The AITS shall have 7 days a week, 24 hours a day availability with a 99% uptime (with the exception of downtime for repair or upgrade that is pre-scheduled with Contractor and County). Availability shall be tracked and reset on a monthly basis. Contractor shall resolve all reported AITS service issues within 48 hours after receipt of service request from County.
1.019	County reserves the right to add or remove AITS at any time during the term of Contract.
SECTION 2 - CELL PHONE DETECTION	
2.001	At County's request, Contractor shall provide 10 number of portable cellular phone detection units ("Cell Phone Detectors") as required or requested by County at no cost to County.
2.002	Cell Phone Detectors shall be capable of detecting contraband cellular phones in both on and off positions and anywhere on the inmate's body or in an inmate's body cavity.
2.003	Cell Phone Detectors shall be capable of detecting other dangerous contraband such as weaponized metal objects anywhere on the inmate's body or in an inmate's body cavity.
SECTION 3 - VOICE-TO-TEXT TECHNOLOGY	
3.001	At County's request, Contractor shall implement and maintain a voice-to-text transcription feature for the ITS. The voice-to-text transcription feature shall have 7 days a week, 24 hours a day availability with a 99% uptime (with the exception of downtime for repair or upgrade that is pre-scheduled with Contractor and County). Contractor shall resolve all reported voice-to-text transcription service issues within 48 hours after receipt of service request from County.
3.002	The voice-to-text feature shall allow authorized users to select recorded calls for transcription and shall also have the capability for authorized users to establish criteria tied to the voice biometric engine/keyword search engine to automatically identify calls for transcription.
3.003	Contractor's voice-to-text transcription software shall have the capability to transcribe in both English and Spanish. County shall have the ability to request additional languages at no cost to County.
3.004	Contractor's voice-to-text transcription software shall have an internal translation feature to allow authorized users to select the language into which the selected call shall be translated.
3.005	Contractor's transcription feature shall include a spoken word search to allow investigators to select all calls which meet the investigator's criteria to be transcribed and sent via email to their own account or to multiple email accounts.
SECTION 4 - DEBIT REFUND REQUEST POSTCARDS	
4.001	At County's request and at no cost to County, Contractor shall provide a debit refund request postcard ("refund postcard") for use by the County and inmate, which will be provided to inmate at time of release, and whereby unused balances of inmate debit accounts are refunded in full via a check. Refunds will be mailed to the inmate within two (2) to four (4) weeks upon Contractor's receipt of a completed refund postcard.
4.002	Refund postcards will include instructions for inmates on how to submit a request for a debit account refund. The instructions shall be in English, Spanish, and Vietnamese. County shall have the ability to request additional languages at no cost to County.
4.003	Refund postcards will be available in English, Spanish and Vietnamese. They shall include instructions for inmates on how to submit a request for a debit account refund. Refund postcards shall contain a disclaimer that Contractor has sole responsibility for refunds and shall not contain any County branding, return addresses, or contact information for any County Facility. Inmates may contact Contractor at the number specified on the postcard from 5:00am to 2:00pm PST for debit account and refund

Docusign Envelope ID: E49C4C7A-6445-4FC0-9280-117064BB52B1

	inquiries. County reserves the right to request modification by Contractor and approve the refund postcards prior to distribution.
4.004	At the time of implementation, County will determine the number of refund postcards to be initially supplied. Contractor shall be responsible for fulfilling restock orders of refund postcards from the Facilities within 7 days of the County submitted request.
SUBSECTION 5- VOICE BIOMETRICS	
5.001	Contractor shall provide its initial voice biometric technology through its ITS at no cost to County. County reserves the right to add or remove voice biometrics at any time during the term of the Contract.
5.002	Contractor's voice biometric technology must be integrated into Contractor's ITS, provide investigative and analytic tools and reporting, and be accessible via the ITS user application.
5.003	Contractor's voice biometric feature shall allow for both supervised and covert enrollment of the inmate's voice print. Contractor shall work collectively with County on enrollment process
5.004	County shall have access to all voicemails via the ITS user application.
5.005	Contractor's voice biometric feature shall enable authorized users to have an inmate create a new voice print without assistance from Contractor.
SUBSECTION 6 - DATA ANALYTICS	
6.001	Contractor shall provide its investigative, data mining and analysis tools as part of the ITS services and at no cost to County.
6.002	Data analysis tools shall be integrated into Contractor's ITS and provide data mining tools in order to make reports available in real time to authorized Facility staff.
6.003	At County's request, Contractor shall make available its Call IQ - Inmate-to-Inmate Call Detection at no cost to County.

Docusign Envelope ID: E49C4C7A-6445-4FC0-9280-117064BB52B1

SECTION I - FACILITY SPECIFICATIONS			
Data Category	**Central Jail Complex**	**Theo Lacy Facility**	**Western Medical Ward**
Average Daily Population (ADP):	1,334	2,028	11
Number of Beds:	1,813	3,442	11
Facility Type:	Sheriff Facility	Sheriff Facility	Sheriff Facility
Inmate Type:	County	County	County
Call Time Limit:	30 Minutes	30 Minutes	30 Minutes
Hours of Availability for Inmate Telephones:	12:00 a.m. - 11:59 p.m.	12:00 a.m. - 11:59 p.m.	12:00 a.m. - 11:59 p.m.
Hours of Availability for Booking Telephones:	12:00 a.m. - 11:59 p.m.	12:00 a.m. - 11:59 p.m.	12:00 a.m. - 11:59 p.m.
Inmate Telephones Required:	316	302	0
Required Telephone Cord Length (Inmate Telephones):	18"	18"	N/A
Visitation Telephones Required:	182 (91 stations)	212 (106 stations)	0
Required Telephone Cord Length (Visitation Telephones):	32"	32"	N/A
Portable-Phones Required:	3	3	2 Cordless
TDD Devices Required:	1	2	1
VRS Units Required:	1	1	0
Inmate Video Visitation Stations Required:	87	63	0
Required Cord Length (Inmate Video Visitation Stations):	18"	18"	N/A
Required VVS Control Workstations:	3	2	N/A
Required Tablets at capacity (2:1 ratio as outlined in **Section G – Tablet Requirements**):	907	1,721	0
Initial Number of Tablets Required at Installation (including 10% backstock):	734	1,115	0
Remaining Number of Tablets installed based on ADP capacity:	264	778	0
Required Charging Stations:	36	69	0
Required Kiosks (Lobby):	1	1	0
Cell Phone Detector Units:	5	5	N/A
Required Kiosks (Booking) upon written request from County:	1	1	N/A
Required Kiosks (Registration)	1	1	N/A

Docusign Envelope ID: E49C4C7A-6445-4FC0-9280-117064BB52B1

Data Category	James A Musick
Average Daily Population (ADP):	896
Number of Beds:	896
Facility Type:	Sheriff Facility
Inmate Type:	County
Call Time Limit:	30 Minutes
Hours of Availability for Inmate Telephones:	12:00 a.m. - 11:59 p.m.
Hours of Availability for Booking Telephones:	12:00 a.m. - 11:59 p.m.
Inmate Telephones Required:	100
Required Telephone Cord Length (Inmate Telephones):	18"
NFC – Tablet Docking Station	32
Private Video Visitation w/18" Handset (FLX) Required:	24
Inmate Video Visitation w/18" Handset (MFLX) Required:	16
Public Video Visitation w/18" Handset (MFLX) Required:	54
Portable Phones Required:	0
TDD Devices Required:	1
VRS Units Required:	1
Required VVS Control Workstations:	3
Required Tablets at capacity (**1:1 ratio** as outlined in **Section G – Tablet Requirements**):	896
Initial Number of Tablets Required at Installation (including 10% backstock):	986
Remaining Number of Tablets installed based on ADP capacity:	0
Required Charging Stations:	34
Required Kiosks (Lobby):	2
Cell Phone Detector Units:	0
Required Kiosks (Booking):	0
Required Kiosks (Registration)	1

Docusign Envelope ID: E49C4C7A-6445-4FC0-9280-117064BB52B1

ATTACHMENT B

RATES AND FEES

Any additional fees to be charged to inmates or visitors must be approved by County prior to implementation. Based on the 2025 FCC Order and as specified in Attachment C, County and Contractor shall mutually agree on the method of the Facility Cost Rate Additives and fixed monthly tablet rate due to County associated with the additional charges/fees. Unapproved fees and/or charges are subject to liquidated damages as specified in the Contract, **Additional Terms and Conditions, #30**.

ITS REQUIRED CALLING RATES (INCLUSIVE OF THE FACILITY COST RATE ADDITIVE)		
Category	**Per Minute Rate**	**Maximum Cost of Call (30 Minutes)**
Local/In-State, and Interstate		
Collect/Direct Bill/Debit/Pre-Paid Collect	$0.07	$2.10
International		
Collect/Direct Bill/Debit/Pre-Paid Collect	$0.10 + call termination rate for the international destination of the call as published on the Company's website, which may be updated every 3 months in accordance with FCC order. International collect is not supported.	$4.20 + Pass-through Only (No Mark Up Allowed)
Inbound Voicemail	$ 1.00 per voicemail	N/A
TDD Calls	$ 0.00	N/A

REQUIRED VVS RATES (INCLUSIVE OF THE FACILITY COST RATE ADDITIVE)		
Category	**Per Minute Rate**	**Avg. Cost/Visit 30 Minutes**
30-Minute Remote Video Visitation Session (standard rate, all Facilities):	$ 0.19	$ 5.70
All Other Fees:	Not Allowed	
JAMES A MUSICK FACILITY		
Per Title 15, two (2) 30-Minute Remote Video Visitation Session per week:*	$ 0.10	$ 3.00

TABLET CONTENT ACCESS RATES		
Category	**Fee Name**	**Fee Amount**
Educational Content	N/A	$ 0.00
Religious Content	N/A	$ 0.00
Inmate Grievances/Requests	N/A	$ 0.00
Law Library	N/A	$ 0.00
Commissary Ordering (upon County written request)	N/A	$ 0.00
Electronic Messages (End-User)	Per-Message Fee	$ 0.25

Docusign Envelope ID: E49C4C7A-6445-4FC0-9280-117064BB52B1

Video Messages (End-User) upon County written request	Per-Message Fee	$	0.25
Entertainment Media - Games	Per-Minute Fee	$	0.05
Entertainment Media - Movies	Per-Minute Fee	$	0.05
Entertainment Media - Music	Per-Minute Fee	$	0.05
Entertainment Media - Streaming	Per-Minute Fee	$	0.05

ELECTRONIC FUNDING FEES**	
Cash Deposits (Lobby Kiosk)	
$0.01-$50.00	$2.49
$50.01-$200.00	$2.95
Web/Mobile/IVR Deposits	
$0.01-$100.00	$3.99
$100.01-$200.00	$4.99
Cash Walk-in-Retail	
$0.01-$200.00	$3.95

*Cost of two (2) 30-minute sessions to be paid by County. Inmates may have additional Video Visitation beyond the two (2) sessions at their own cost at the standard rate applicable to all Facilities.

** Applies only to use of Contractor outlets (kiosk, web/mobile/IVR, and retail) to deposit/transfer funds to trust accounts (not pre-paid or debit). The Services shall not initially be configured to allow such deposit/transfer, although County may request such configuration in writing pursuant to the Contract General Terms & Conditions, Paragraph P (Changes). Fees are cost recovery only and not factored into Facility Cost Rate Additive.

Docusign Envelope ID: E49C4C7A-6445-4FC0-9280-117064BB52B1

ATTACHMENT C

FACILITY COST RATE ADDITIVE AND TABLET COMMISSION

Contractor shall pay, on a monthly basis, the applicable payments, as defined in **Attachment A, Scope of Work**, **Section A (General Conditions)**, by the 15th of the month immediately following the month in which the revenue was earned.

Contractor and County shall evaluate Gross Revenue generated through all communications services annually, or more frequently if requested by the County, to identify fluctuations in Gross Revenue. Both parties agree to negotiate additional amounts in response to identified increases in Gross Revenue, but at no point throughout the life of the Contract shall the Facility Cost Rate Additive amounts fall below those identified below without written approval from the County. Upon execution of the Contract, Contractor and County shall establish a mutually agreed upon baseline of Gross Revenues off of which to base subsequent annual evaluations.

Facility Cost Rate Additive and Commission Payments		
Category	**Amount**	**Frequency**
Tablet Messaging (%)*	*See below	Monthly
Paid Inmate Content Access (%)*	*See below	Monthly
Fixed Annual Tablet Commission ($)*	*See below	Monthly
ITS Facility Cost Rate Additive	$0.02 per minute	Monthly
VVS Facility Cost Rate Additive	$0.02 per minute	Monthly

Contractor shall pay County, monthly, the greater of:

a) Twenty-five percent (25%) of gross revenue (less applicable taxes, government-imposed fees or charges, and billing or security fees) received from tablet content: (1) Tablet Messaging Services (inbound and outbound), (2) the per-minute rate or subscription/access pass charged to inmates for access to Paid Inmate Content, and Premium Content Access Pass, excluding Enhanced Communications; or

b) The applicable Fixed Annual Tablet Commission, determined as follows:
   a. Messaging Enabled. County shall ensure that messaging access is available to at least eighty percent (80%) of the incarcerated population ("Messaging Enabled"). During any month in which Messaging Enabled is achieved, the higher Fixed Annual Tablet Commission shall apply.
   b. Messaging Not Enabled. During any month in which messaging access is not enabled or the eighty percent (80%) threshold is not met at the direction of the County, the lower Fixed Annual Tablet Commission shall apply. County shall not be held to the 80% threshold if Contractor's system fails or is not operational.
   c. Fixed Annual Tablet Commission Amounts.
      i. The higher Fixed Annual Tablet Commission shall be $2,000,000, payable monthly in the amount of $166,666.66.
      ii. The lower Fixed Annual Tablet Commission shall be $1,500,000, payable monthly in the amount of $125,000.00.
   d. Proration. If Messaging is enabled or disabled at the direction of the County for only a portion of a calendar month, the applicable monthly Fixed Annual Tablet Commission shall be prorated on a per-day basis, calculated based on the number of days during such month that Messaging is enabled versus not enabled.
   e. Notwithstanding the foregoing, the Fixed Annual Tablet Commission shall not exceed one hundred percent (100%) of actual tablet content revenue.

Docusign Envelope ID: E49C4C7A-6445-4FC0-9280-117064BB52B1

JAMF Video Visitation Fees: County shall pay for two (2) 30-minute Remote Video Visitation Sessions per week, and it is based on actual usage by JAMF inmates as required by Title 15. Contractor shall invoice County no later than the 5th day of each month for the month prior and shall provide a monthly reconciliation report of actual usage.

Invoice(s) shall be sent to:
County of Orange
Sheriff-Coroner/Inmate Services
1530 S. State College Blvd.
Anaheim, CA 92806

Facility Cost Rate Additive and Commission payments shall be sent by Contractor to the County at the following address:

County of Orange
Sheriff-Coroner/Financial Services Division
320 N Flower St., Suite 108
Santa Ana, CA 92703
Attn: Anh Dinh
Ph: 714.834.5942

AMENDMENT NUMBER ONE
TO
CONTRACT MA-060-21011490
BETWEEN THE
COUNTY OF ORANGE
AND
GLOBAL TEL*LINK CORPORATION dba VIAPATH TECHNOLOGIES

This AMENDMENT NUMBER ONE to Contract Number MA-060-210114990 (hereinafter "AMENDMENT NUMBER ONE") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and Global Tel*Link Corporation dba ViaPath Technologies, (hereinafter "CONTRACTOR") with a business address of 3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042, is made and entered upon execution of all necessary signatures.

RECITALS

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Inmate Communication Services on May 24, 2022, as Contract Number MA-060-21011490 (hereinafter "ORIGINAL CONTRACT"), for a three (3) year term of May 24, 2022 through and including May 23, 2025, renewable for seven (7) additional one (1) year terms; and

WHEREAS, COUNTY anticipates completing construction on the James A. Musick Facility in August 2023 and must provide communication services and visitation for the inmates housed there; and

WHEREAS, Welfare and institutions Code section 208.1 requires county youth residential placement or detention centers to provide persons in their custody with accessible, functional voice communication services free of charge to the persons initiating and receiving the communication, as well as prohibits counties from receiving revenue from the provision of communication services to any person confined in said facilities; and

WHEREAS the Parties desire to amend the ORIGINAL CONTRACT to modify certain terms and conditions, including but not limited to adding the James A. Musick Facility and removing Probation facilities; amending the Definition section, Attachment A - Scope of Work, Attachment B - Rates and Fees, and Attachment C - Revenue Sharing and Cost Recoupment; and extending the current Contract term by two (2) additional years; and the CONTRACTOR has agreed to continue to provide the Inmate Communication Services at the rates set forth in this AMENDMENT NUMBER ONE;

NOW, THEREFORE, the Parties mutually agree as follows:

1. ATTACHMENTS

Attachment A - Scope of Work, Attachment B - Rates and Fees, and Attachment C - Revenue Sharing and Cost Recoupment of the ORIGINAL CONTRACT are amended as attached hereto.

2. DEFINITIONS

a. The Definitions section of the ORIGINAL CONTRACT is amended in part as follows:

DEFINITIONS

AdvancePay: A funding option that allows for a calling account to be created and funded by a family member or friend, and which only allows the inmate to call the phone number funded by the family member or friend who set-up and pre-paid for the account. Contractor maintains and is responsible for the pre-funded account.

Data: Any information, algorithms, or other content that the County, the County's employees, agents and end users, review, receive, upload, create or modify using the Software and/or Hardware pursuant to this Contract, including but not limited to telephone call and visitation recordings and prepaid and debit account information, whether originating, stored, or transmitted to or from local, state, or federal sources, including databases, Software, or systems. Data also includes user identification information and metadata which may contain Data or from which the County's Data may be ascertainable. Non-Public Data is information considered to be privileged or confidential in nature and not subject to public availability. Personal Data is personal information, as defined by Civil Code Section 1798.3.

End-User Payment Options or Electronic Account Deposit User Application: The process and system to be established by the Contractor to allow for payment of inmates' Inmate Telephone System (ITS) and Tablet services through multiple funding methods. End-user payment options will include, but not be limited to, a process for payment with telephone funding (both live agent and automated), and online funding through Contractor's website and mobile application.

Incident: An event or occurrence that prevents the accomplishment of the Software, Hardware, or System's intended functions per the Contract terms, including the services specified in the Scope of Work, and security incidents, data breaches, technical failures, or human error.

Inmate Pin-Debit Account (debit): An account into which funds may be deposited via kiosk, online, and via phone dialer to permit the inmate to make telephone calls and access fee-based services and content, including books, movies, music, and games. Contractor maintains and is responsible for the debit account.

Inmate Trust Account: An account into which funds may be deposited to permit the inmate to purchase snacks and other goods from the commissary. OCSD maintains and is responsible for the trust account.

NFC Docking Station: Near-field communication (NFC) Docking Stations are wall mounted units that are inside inmate housing locations. NFC Docking Stations are a necessary component to allow inmates who have been assigned a Tablet to complete a Public Video Visit with friends/family. When an inmate docks the Tablet into the NFC Docking Station, the camera on the Tablet is activated and a video visit can take place. Once removed from the NFC Docking Station, the camera on the Tablet shuts off.

Payment Kiosks (kiosks): Kiosks for the lobbies in County Facilities that shall, at a minimum, have the capability to load funds to an inmate's debit account.

Pre-Paid Collect: A funding option for end-users which allows for a calling account to be created and funded for a specific end-user phone number to receive calls from an inmate.

Private Flex Unit: Private Flex Units are specifically designated wall mounted video visitation units for VisManager and located inside/near each inmate housing location.

Public Flex Unit: Public Flex Units are designated wall mounted video visitation units for VisitNow and located inside/near each inmate housing location.

Software: Refers to programs, routines, applications or other operating information used by a computer or electronic system and is contrasted with Hardware.

VisitNow: VisitNow is a video visitation solution that operates through Tablets or Public Flex Units that have the command operating system loaded. The Tablets are placed on Near-field communication (NFC) Docking Stations. VisitNow allows for the inmate to remotely visit with friends and family. These video visits are subject to being recorded, monitored, and reviewed by staff.

VisManager: VisManager is a video visitation solution that operates through Private Flex Units that have the VisManager operating system loaded. VisManager includes the capability to designate a visitor as being an attorney or other professional entitled to confidential visits to prevent the visit from being recorded or monitored. VisManager allows for previously approved attorney and/or professional visitors to schedule video visits with their respective inmates.

3. ARTICLES

a. Additional Terms and Conditions, Section 2, Term of Contract, of the ORIGINAL CONTRACT is amended in its entirety as follows:

2. Term of Contract: This Contract shall commence upon execution of all necessary signatures and continue in effect from 5/24/2022 through and including 5/23/2027, unless otherwise terminated by COUNTY.

b. Additional Terms and Conditions, Section 3, Renewal, of the ORIGINAL CONTRACT is amended in its entirety as follows:

3. Renewal: This Contract may be renewed by mutual written agreement of both Parties for five (5) additional, one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

c. Additional Terms and Conditions, Section 22, Notices, of the ORIGINAL CONTRACT is amended in part as follows:

22. Notices:

For County:

County of Orange
Sheriff-Coroner Department/Purchasing Unit
320 N. Flower St
Santa Ana, CA 92703
Attention: Olivia Prudencio, Administrative Manager I
Email: oprudencio@ocsheriff.gov

County of Orange
Sheriff-Coroner Department/Inmate Services Division
1530 S. State College Blvd

Anaheim, CA 92806
Attn: Diane O'Chareon
Email: dochareon@ocsheriff.gov

d. Additional Terms and Conditions, Section 33, Bonds, of the ORIGINAL CONTRACT is amended in its entirety as follows:

33. Bonds: Contractor shall furnish, at time of signing the Contract, one (1) surety bond which shall protect the laborers and materialmen and shall be for one hundred percent (100%) of the $350,000 cost of the ITS installation at the James A Musick Facility, and one (1) surety bond in the amount of one hundred percent (100%) of the $350,000 cost of the ITS installation at the James A Musick Facility, guaranteeing the faithful performance of the Contract; said bonds to be first approved by the office of the County Counsel and the CEO Risk Manager of Orange County. Such bonds shall be in the form provided in the Contract (Attachment H) and issued and executed by an admitted surety insurer (authorized to transact surety insurance in California) acceptable to the County. (E.g., if bonds are issued through a surplus line broker, both the surplus line broker and the insurer with whom he is doing business for purposes of this project must be licensed in California to issue such bonds.)

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to County, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by County, Contractor shall promptly furnish such additional security as may be required by the County to protect the interests of County and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

e. Additional Terms and Conditions, Section 42, Security Processes, of the ORIGINAL CONTRACT is amended in entirety as follows:

42. Security Processes: The Contractor shall disclose its non-proprietary security processes and technical limitations to the County such that adequate protection and flexibility can be attained between the County and the Contractor.

4. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

Signature Page Follows

IN WITNESS WHERE OF, the Parties have executed AMENDMENT NUMBER ONE to Contract number MA-060-21011490.

*Contractor: Global Tel*Link dba ViaPath Technologies

By: _____ Title: President and Chief Executive Officer

Print Name: Deb Alderson Date: 05/25/2023

*Contractor: Global Tel*Link dba ViaPath Technologies

By: _____ Title: Chief Financial Officer

Print Name: John Pitsenberger Date: 05/25/2023

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California

Sheriff-Coroner Department

By: _____ Title: Administrative Manager I

Print Name: Olivia Prudencio Date: 6/27/23

Approved by the Board of Supervisors: 6/27/23

Approved as to Form
Office of the County Counsel
Orange County, California

By: _____
Deputy

ATTACHMENT A
SCOPE OF WORK

Contractor shall provide comprehensive Inmate Communication Services that will include state of the art technology and will adhere to all industry standards, best practices, and applicable laws. Contractor shall provide, install and maintain various inmate communication solutions inclusive of an inmate and visitation telephone system (ITS), video visitation solution (VVS), correctional-grade tablets (Tablets) and payment kiosks. ITS services VVS, Tablets and payment kiosks will be provided to the Sheriff.

One of the key objectives is to enable inmates to communicate with family, friends and others in the community while also controlling inmate usage and limiting the use of the ITS, VVS, and Tablets for illicit activity. A necessary part of the service is to ensure the safety and security of staff, inmates, and the public through the use of current technology.

Contractor shall provide the services in County facilities at no cost to the Sheriff or the County. With the exception of the James A. Musick Facility's (JAMF) infrastructure as set forth in 4.018 in Section D (General Installation Requirements), all cost for services shall be the responsibility of the Contractor, including but not limited to, equipment, installation, connectivity, maintenance, storage, hardware, software, security, training, and any other implementation services necessary to furnish the County with state-of-the-art technology and equipment to meet the specification herein.

SECTION A - GENERAL CONDITIONS	
SUBSECTION 1 - PROJECT SCOPE	
REQUIREMENT NUMBER	**DESCRIPTION**
1.001	Contractor shall provide a turn-key inmate calling solution which shall include, without limitation, collect, pre-paid collect, pre-paid card, debit and free calls and visitation sessions. Contractor shall install and operate all inmate and visitation telephones, and related equipment. Contractor shall, without cost to the County except for the infrastructure in JAMF as described above, provide all wiring for the inmate and visitation telephones, install the inmate and visitation telephones and the related hardware and software specifically identified herein, to enable inmates at the Facilities to complete, without limitation, local, long distance and/or international, pre-paid collect, pre-paid card, debit and free calls and visitation sessions from the Facilities.
1.002	Contractor shall provide a turn-key video visitation solution (VVS) which shall include, without limitation, automated scheduling software and the completion of remote video visitation sessions at the County's Sheriff Facilities. Contractor shall install and operate all video visitation stations and related equipment. Contractor shall, without cost to County, provide all wiring for the video visitation stations, install the video visitation stations and related hardware and software specifically identified herein, to enable visitors/end-users to schedule and complete onsite and remote video visitation sessions with inmates at the Sheriff Facilities.
1.003	Contractor shall provide a correctional-grade mobile device/tablet solution ("Tablets") for Sheriff Facilities at no cost the County. The Tablets shall, at a minimum, have the capability to access various content to applications including VVS, mobile calling, electronic messaging, education, instructional material, entertainment, media, inmate requests, medical requests, inmate grievances/requests, commissary ordering, law library, and religious content.

1.004	Contractor shall provide kiosks for Sheriff Facilities at no cost the County. The kiosks shall, at a minimum, have the capability to load funds to an inmate's debit account.
SUBSECTION 2 -ITS REVENUE SHARE, PAYMENT AND REPORTING	
2.001	Gross Revenue generated by and through the ITS consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor that are in any way connected to the provision of ITS service pursuant to this Contract. Gross Revenue includes, by way of example and not limitation, all the following: all surcharges; per minute fees and any additional fees and/or charges generated by the completion of all calls (including any combination of free, collect, debit, and pre-paid Local, Intralata/Intrastate, Intralata/Interstate, Interlata/Intrastate, Interlata/Interstate and International calls); additional fees and/or charges added to the total cost of a call or added to the called party's bill; or any other compensation received by Contractor.
2.002	Contractor shall not reduce total Gross Revenue (as defined above) for any deductions associated with fees, adjusted durations, unbillable calls, bad debt, uncollectible calls, taxes, fraudulent calls, or any other Contractor expense.
2.003	Any additional fees to be added to the called party's bill or paid by the calling or called party (including those associated with establishing/funding pre-paid collect accounts) for inmate telephone calls from Sheriff Facilities must be approved by County prior to implementation.
2.004	County shall notify Contractor of any unapproved additional fees and/or charges associated with ITS of which County becomes aware are. The unapproved fees and/or charges are subject to liquidated damages as specified in **Additional Terms and Conditions #30**.
2.005	Should County and Contractor mutually agree that the charges/fees are to be discontinued, Contractor shall refund each called party for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
2.006	For ITS, Contractor shall pay the greater of **$83,333.33** MMG ($999,999.96 annually), or the monthly revenue share amount of **64%**, calculated on Gross Revenue as defined in this section as specified in **Attachment A, Section L (Rates, Fess, and Revenue Share)**. The MMG/Revenue Share payments shall be due and payable on or before the 15th of each month following the month of traffic.
2.007	County shall recoup from Contractor **$50,000.00** monthly for certain administrative and operational expenses ("Administration Fee") in connection with the provision of inmate communication services as specified in **Attachment A, Section L (Rates, Fees, and Revenue Share)**. The Administration Fee shall be due and payable on or before the 15th of each month.
2.008	Should a federal, state or local regulatory agency issue a ruling that significantly lowers the calling rates or fees in the Contract, Contractor shall adjust the calling rates and make them in compliance with the calling rates implanted by the regulatory agency or terminate the Contract without penalty to County so that County may select another Contractor.
2.009	Notwithstanding the foregoing, Gross Revenue does not include the following items:
2.010	Required regulatory charges and taxes that are intended to be paid by the called party or inmate and then remitted 100% by the billing party to the appropriate governmental agency.

2.011	A "Free" call shall be defined as a call not generating any revenue or compensation for Contractor. Calls to telephone numbers that appear on the free call list supplied by County or from inmate telephones approved by County to process free calls shall not generate revenue or compensation for Contractor and shall not be eligible for revenue-share to County. Only those numbers designated by County on the free call list and inmate telephones approved by County to process free calls shall be marked as "Free" in the ITS and designated as such in the call detail records. In the event Contractor receives revenue or compensation, notwithstanding the source, from any third party related to a completed free call, such revenue shall be included in Gross Revenue and eligible for revenue-share to County. Unauthorized free calls are subject to liquidated damages as specified in **Additional Terms and Conditions #30.**
2.012	Complimentary calls associated with Contractor's pre-paid collect program are not included in Gross Revenue and revenue share is not payable by Contractor.
2.013	Pre-Paid Collect Funding Fees - Pre-paid collect funding fees are defined as fees imposed on called parties who set up or fund a pre-paid collect account with Contractor or a third party (i.e., Western Union) to accept calls. The pre-paid collect funding fee shall not be applied on a per-call basis. All pre-paid collect fees must be approved by County and are subject to liquidated damages as specified in **Additional Terms and Conditions #30**.
2.014	A call is deemed complete, and considered part of Gross Revenue (as described above), when a connection is made between the inmate and the called party, whether such connection is established by positive acceptance or by live or automated machine pick-up (e.g. when the ITS considers a tone from an answering machine, voicemail as acceptance). The call shall be deemed complete and eligible for revenue-share regardless if Contractor can bill or collect revenue on the call.
2.015	Contractor agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the inmates, including but not limited to any and all taxes as applicable for the ITS services such as collect, debit, pre-paid and any other calls.
2.016	Revenue-share for pre-paid cards shall be based on the face value of the pre-paid cards purchased by County. Revenue-share shall be due to County in the traffic month County placed the pre-paid card order and payable as described in **Section A (General Conditions)**.
2.017	Contractor shall invoice County the full amount of the pre-paid cards purchased within 15 days of receipt of the pre-paid cards.
2.018	Should County cancel the pre-paid card services at the Facilities, Contractor shall deactivate any unused pre-paid cards which have a full balance at the time of the cancellation of the pre-paid card program. The final pre-paid card invoice shall include a credit for all unused pre-paid cards which have a full balance.
2.019	Revenue share for debit calls shall be based upon total Gross Revenues (as defined above) generated from debit call purchase or usage and is payable as described in this **Section A (General Conditions)**.
2.020	On the 5th day of the month following the month of traffic, Contractor shall submit a monthly invoice and corresponding debit purchase or usage report to County for the full amount of the debit purchased or used (less any issued refunds) for the prior traffic month.
2.021	Payments and reports for ITS are due to County on or before the 15th day of the month following the traffic month.
2.022	Contractor shall provide monthly revenue share and Administration Fees and traffic detail reports to County via these methods:

2.023	County requests that all payments be sent via wire transfer; and
2.024	Contractor shall send the traffic detail reports electronically in Comma Separated Values (CSV) format.
2.025	Traffic detail reports shall include a detailed breakdown of all ITS activity, including but not limited to all collect, pre-paid and debit calls for each inmate telephone at the Facilities:
2.026	Facility Name;
2.027	Facility Identification Number;
2.028	Facility Address (Street, City, State and Zip);
2.029	Automatic Number Identifier;
2.030	Inmate Telephone Station Port/Identifier;
2.031	Inmate Telephone Location Name;
2.032	Local Calls, Minutes, Gross Revenue (Per Inmate Telephone);
2.033	Intralata/Intrastate Calls, Minutes, Gross Revenue (Per Inmate Telephone);
2.034	Interlata/Intrastate Calls, Minutes, Gross Revenue (Per Inmate Telephone);
2.035	Intralata/Interstate Calls, Minutes, Gross Revenue (Per Inmate Telephone);
2.036	Interlata/Interstate Calls, Minutes, Gross Revenue (Per Inmate Telephone);
2.037	International Calls, Minutes Gross Revenue (Per Inmate Telephone);
2.038	Revenue Share Rate (%);
2.039	Total Calls, Minutes, Gross Revenue and Revenue Share Amount (Per Inmate Telephone); and
2.040	Traffic Period and Dates.
2.041	Contractor shall supply a report of all pre-paid card orders processed during the traffic month to include (at a minimum) the order date, invoice number, invoice date, gross amount of the order, revenue-share rate and revenue-share total.
2.042	Contractor shall provide daily raw Call Detail Records (CDRs) the next business day following the day of traffic and monthly billing files to County no later than the 15th day of the month following the month of traffic.
2.043	The daily raw CDRs shall contain all calls (both attempted and completed) which originate from Sheriff facility(s) for each day and each time of the day for the period said raw CDRs are requested. The raw CDRs shall contain the unedited data including all fields and all field content which is legally permitted to be released. The CDRs shall be accompanied with a complete file map and complete file legend. The raw CDRs shall include (without limitation) the following fields:
2.044	Facility Name;
2.045	Facility Identification Number;
2.046	From ANI;
2.047	To ANI;
2.048	Batch Number / ID;
2.049	From City;
2.050	From State;
2.051	To City;
2.052	To State;
2.053	Station Port/Identifier;
2.054	Phone Name or Location;
2.055	Inmate Name;
2.056	Inmate Identification Number;

2.057	Personal Identification Number;
2.058	Pre-Paid Card Identification Number;
2.059	Revenue Period;
2.060	Call Start (yymmdd; mmss);
2.061	Call End (yymmdd; mmss);
2.062	Seconds;
2.063	Call Type (e.g. local, etc.);
2.064	Bill Type (e.g. free, collect, etc.);
2.065	Call Cost;
2.066	Tax;
2.067	Validation Result;
2.068	Termination Reason;
2.069	LIDB Status/Code; and
2.070	Completion/Accept Indicator.
2.071	Contractor shall provide a miscellaneous charges/fees report which shall include a breakdown of all charges and fees applied to (without limitation) calls and accounts from the Facilities covered under the Contract, including but not limited to: single call fee(s), pre-paid collect funding fee(s), collect billing fee(s) regardless of whether the charge/fee was assessed directly by Contractor or a third party. The miscellaneous charges/fees report shall contain (without limitation) the following information:
2.072	Facility Identification Number;
2.073	Date;
2.074	County Identification Number;
2.075	To ANI;
2.076	Billed Account;
2.077	Transaction Type;
2.078	Bill Type;
2.079	Fee Type;
2.080	Instance Type; and
2.081	Fee Amount.
2.082	Revenue share payments, usage detail reports, or reports not containing the required fields, received by County after the date specified above are subject to liquidated damages as specified in **Additional Terms and Conditions #30.**
SUBSECTION 3 - VVS REVENUE SHARE, PAYMENT AND REPORTING	
3.001	VVS Gross Revenue consists of all compensation, earning, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor and in any way connected to the provision of video visitation service pursuant to this Contract. Gross Revenue includes, by way of example and not limitation, the following: all costs, charges, and fees added to the total cost to visitors or inmates for the completion/scheduling of all remote video visitation sessions, or any other compensation received by Contractor for the completion of all remote video visitation sessions.
3.002	Notwithstanding the foregoing, Gross Revenue does not include the following items:

3.003	A "Free" video visitation session is defined as a video visitation session not generating any revenue or compensation for Contractor. Approved video visitation sessions included on the free video visitation list shall not generate any revenue or compensation for Contractor and shall not be eligible for revenue share to County. Only those visitors or inmates designated by County to process free video visitation sessions shall be marked as "Free" in the VVS and designated as such in the VVS detail records.
3.004	Required regulatory charges and taxes that are intended to be paid by the visitor or inmate and then remitted 100% by the billing party to the appropriate governmental agency.
3.005	If Contractor receives revenue or compensation, notwithstanding the source, from any third party related to a completed video visitation session between an inmate and a visitor, such revenue shall be included in Gross Revenue and revenue share shall be payable to County.
3.006	Any additional fees to be charged to inmates or visitors for video visitation sessions from the Facilities must be approved by County prior to implementation. County and Contractor shall mutually agree on the method of revenue share due to County associated with the additional charges/fees.
3.007	County shall notify Contractor of any unapproved fees and/or charges associated with the VVS of which County becomes aware. Unapproved fees and/or charges are subject to liquidated damages as specified in **Additional Terms and Conditions #30**.
3.008	Should County and Contractor mutually agree that the charges/fees are to be discontinued, Contractor shall refund each visitor or inmate for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
3.009	A video visitation session is deemed complete and considered part of Gross Revenue (as described above), when the video visitation session is scheduled and a connection is made by both parties.
3.010	Payments and reports for video visitation sessions are due to County on or before the 15th day of the month following the activity/session month.
3.011	Contractor shall provide monthly video visitation detail records, in CSV format, which shall include a detailed breakdown of activity for all video visitation sessions, including but not limited to:
3.012	Facility Name;
3.013	Facility Identification Number/Site Identification Number;
3.014	VVS Station Identifier;
3.015	VVS Station Location Name;
3.016	Free Video Visitation Sessions, Minutes (Per VVS Station);
3.017	Remote Video Visitation Sessions, Minutes and Gross Revenue (Per VVS Station);
3.018	Revenue Share (Per VVS Station);
3.019	Total Video Visitation Sessions, Minutes Gross Revenue; and
3.020	Traffic Period and Dates.

3.021	Contractor shall pay **25%**, calculated on Gross Revenue as defined in this section as specified in **Attachment A, Section L (Rates, Fess, and Revenue Share)**. Revenue share payments, usage detail reports, or reports not containing the required fields, received by County after the date specified above are subject to liquidated damages as specified in **Additional Terms and Conditions #30.**
SUBSECTION 4 - TABLET REVENUE SHARE, PAYMENT AND REPORTING	
4.001	Gross Revenue generated by and through the proposed Tablet solution consists of all compensation, earning, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor in any way connected to the provision of Tablets pursuant to the terms of this Contract. Gross Revenue includes, by way of example and not limitation, all of the following: all per minute fees, application charges, equipment costs and any additional fees/charges generated by the accessibility of Tablets and all additional per-minute fees charged to the inmate and any other compensation received by Contractor.
4.002	Contractor shall absorb all costs of providing Tablets, including the provision of support, maintenance, necessary hardware, software, bandwidth, wiring, infrastructure, fee collection and accounting.
4.003	Notwithstanding the foregoing, Gross Revenue does not include the following items:
4.004	A "Free" transaction or application defined as a transaction or application not generating any revenue or compensation for Contractor. Approved Tablet transactions or applications shall not generate any revenue or compensation for Contractor and shall not be eligible for revenue share to County. Only those transactions or applications designated by County as "free" shall be marked as "Free" in the Tablet solution and designated as such in the Tablet detail records.
4.005	Required regulatory charges and taxes that are intended to be paid by the end-user or inmate and then remitted 100% by the billing party to the appropriate governmental agency.
4.006	If Contractor receives revenue or compensation, notwithstanding the source, from any third party related to Tablets, such revenue shall be included in Gross Revenue and Contractor shall pay a revenue share to County.
4.007	Any additional fees to be charged to end-users or inmates for the use of Tablets or Tablet applications at the Facilities must be approved by County prior to implementation. County and Contractor shall mutually agree on the method for revenue share due County associated with the additional charges/fees.
4.008	County shall notify Contractor of any unapproved additional fees and/or charges associated with the use of Tablets of which County becomes aware. The unapproved fees and/or charges are subject to liquidated damages as specified in **Additional Terms and Conditions #30.**
4.009	Should County and Contractor mutually agree that the charges/fees are to be discontinued, Contractor shall refund each end-user or inmate for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
4.010	Should County and Contractor mutually agree that the charges/fees will remain, County and Contractor shall mutually agree on a method for compensation.
4.011	Contractor shall pay **25%**, calculated on Gross Revenue as defined in this section as specified in **Attachment A, Section L (Rates, Fess, and Revenue Share)**. Payments and reports for Tablets are due to County on or before the 15th day of the month following the month of activity.

4.012	Contractor shall provide monthly Tablet detail reports/records, CSV format, which shall include a detailed breakdown of the activity for all transaction types, including but not limited to, electronic messages, photos, attachments, videos, media, application usage, for each Tablet. Tablet detail records shall include, at a minimum, each of the following items for each Tablet and each transaction or application type:
4.013	Facility Name;
4.014	Facility Identification Number/Site Identification Number;
4.015	Facility Address, Street, City, State, and Zip;
4.016	Tablet Identifier (where applicable);
4.017	Number to Transactions for Each Transaction Type (Per Tablet);
4.018	Minutes of Usage for Each Application Type (Per Tablet);
4.019	Gross Revenue for Each Transaction / Application (Per Tablet);
4.020	Revenue Share Rate;
4.021	Total Revenue Share (Per Tablet);
4.022	Total Transactions/Applications, Minutes of Usage, Gross Revenue and Revenue Share; and
4.023	Traffic Period and Dates.
SUBSECTION 5 - RATE REQUIREMENTS	
5.001	Contractor must agree to provide the required calling rates, video visitation rates, Tablet rates and all related fees specified in found in **Attachment A - Section L (Rates, Fees and Revenue Share/Cost Recoupment)** and must be in compliance with California state laws and applicable regulations, including, but not limited to, Board of State and Community Corrections (BSCC) Title 15 Minimum Standards.
5.002	Before any new rate increases or decreases are implemented for any of the inmate communication services required in this Contract, Contractor must submit a written request to receive approval from County. County will respond in writing to Contractor's request. Unapproved adjustments implemented without the prior written approval from County are subject to liquidated damages as specified in **Additional Terms and Conditions #30**
5.003	In the event Contractor increases the usage rates for any of the inmate communication services required in this Contract without the prior written approved of County, Contractor must issue refunds to all overcharged end-users, visitors or inmates within 5 business days; a list of the issued credits must be provided to County as documentation. County will not issue a refund of revenue-share or cost recoupment for unapproved rate increases.
5.004	Contractor will implement any rate adjustments for any and all inmate communication systems requested by County within 10 calendar days of said request, subject to regulatory approval, as applicable.
5.005	Contractor shall be capable of accommodating multiple rate structures to accommodate the types of inmates housed at the Facilities. Contractor shall be capable of assigning rates at the inmate, group of inmate telephones, visitation stations or Tablets and Facility levels.

5.006	Contractor's ITS shall rate all calls to U.S. Territories including but not limited to: Puerto Rico, U.S. Virgin Islands, Guam, American Samoa and Saipan/Mariana Islands as Domestic International or Interstate. Calls to all other countries shall be rated as International. The calling rates for both Domestic International/Interstate and International are specified in **Attachment A - Section L (Rates, Fees and Revenue Share/Cost Recoupment).**
5.007	Contractor shall calculate the raw duration of each inmate telephone call, video visitation session and Tablet usage (if applicable) in seconds based on the time the call is accepted, video visitation session is completed or Tablet usage begins and the time the call, session or usage is terminated by the ITS, VVS or Tablets respectively. For calls, video visitation sessions or Tablet usage where the duration is at least 10 seconds, the duration, in seconds, shall be rounded up to the next whole minute increment and shall be converted from rounded seconds to minutes before the rates are applied.
5.008	During the rating process, Contractor shall round the raw calculated amount to the nearest hundredth decimal place (up or down) using normal accounting practices.

SECTION B - USER BILLING AND PAYMENTS

SUBSECTION 1 - PRE-PAID & DEBIT APPLICATIONS

REQUIREMENT NUMBER	DESCRIPTION
1.001	The pre-paid AdvancePay and/or debit application shall allow for pre-payment for a specific end-user, visitor, telephone number or an inmate.
1.002	Contractor shall issue refunds for friends and family pre-paid AdvancePay accounts upon the end-user's request while the account is in an active status. AdvancePay accounts will remain in an active status provided they are funded and in use. AdvancePay accounts will become inactive after 180 days of non-use or no activity. Contractor shall comply with and is limited by all applicable laws, regulations, or tariffs regarding refund of monies after a prescribed period of inactivity. Refunds to inmates for any funds remaining in an inmate debit account shall be made by Contractor as set forth in Requirement Number 1.010 of this Subsection.
1.003	Should Contractor adjust the rates in order to complete a call, Contractor shall incur liquidated damages as specified in **Additional Terms and Conditions #30**. County shall notify Contractor of any approved adjustments in the rates of which County becomes aware.
1.004	Contractor shall not prevent the completion of a pre-paid collect call if the end-user's pre-paid collect balance is less than the average cost of a call (regardless of call type) from the Facilities.
1.005	The pre-paid and/or debit application shall be internal to Contractor's ITS, VVS or Tablet and shall only be used for calls and tablet-related expenses.
1.006	Contractor shall provide the inmate with the balance of the pre-paid or debit account at the time of the call or Tablet application.
1.007	The ITS and VVS shall provide the called party with the balance of their pre-paid collect account at the time of the call or scheduling of a video visitation session, as applicable.
1.008	The pre-paid and/or debit application shall allow international calls.
1.009	Contractor shall be capable of configuring pre-paid cards for use outside of the Facilities.

1.010	Contractor shall issue refunds to inmates for any funds remaining in any debit account upon the inmate's request and/or release from incarceration at the Facilities, whether the account is active or inactive. Should an account be deactivated by Contractor and the inmate requests to reactivate the account and utilize inmate communication services at the Facilities, the funds shall be made available to inmate by Contractor. No fees shall be charged to the inmate for refunds or reactivation of funds associated with a debit account. See Section H (Additional Technology), Subsection 4 (Debit Release).
1.011	It is Contractor's responsibility to initiate and establish a business relationship and necessary interface(s) with County for debit application. The contact information is found in **Section I (Facility Specifications)**. County shall not be responsible for paying any amounts associated with the required interface(s).
1.012	Contractor shall supply, at County's request, marketing materials, including but not limited to signage, brochures, and flyers regarding the ITS, VVS and Tablets and/or Contractor's pre-paid and debit applications at no cost to County. All marketing materials shall include a disclaimer that Contractor is solely responsible for pre-paid and/or debit accounts and that inquiries regarding the accounts and refunds shall be directed to Contractor. County reserves the right to modify and approve all materials prior to placement/distribution.
SUBSECTION 2 - PAYMENTS FOR VIDEO VISITATION SYSTEM SESSIONS	
2.001	Contractor shall refund all visitation fees if the video visitation session is dropped due to Contractor related issues. Such refunds shall not be deducted from Gross Revenue as defined in **Section A (General Conditions).**
2.002	Contractor shall provide an option for an itemized receipt for all transactions, charges and fees for all video visitation sessions.
SUBSECTION 3 - TABLET ACCESS CHARGES	
3.001	To complete the reporting and revenue share process outlined in **Section A (General Conditions)**, Contractor shall, by the 5th day of the month following the traffic month, submit an inmate transaction fee invoice to County for payment by County. The invoice shall contain all transaction fees for Tablet applications and usage collected by County from the inmates for the Tablet applications and usage associated with Contractor's Tablet solution at the Facilities for the previous calendar month. In no case shall County be independently responsible for payment of transaction fees not collected previously from inmates.
SUBSECTION 4 - CONTRACTOR RETENTION OF END-USER ACCOUNT INFORMATION	
4.001	For the purpose of aiding in investigations, the Contractor must retain ITS, VVS, and Tablet account information pertaining to an end-user's pre-paid collect, direct bill, and similar accounts for a period of 3 years after the expiration/termination of the Contract. The information shall include, but not be limited to, the end-user's billing name, address and telephone number.
4.002	The County shall have access to such account information upon request, to the extent permissible by law. Contractor shall provide the requested information within two (2) business days upon receipt of the request from County.

SECTION C - CUSTOMER SERVICE	
SUBSECTION 1 - MAINTENANCE	
REQUIREMENT NUMBER	**DESCRIPTION**
1.001	Contractor shall respond to repair requests from County by arriving at the site promptly after reasonable notice has been given on a 24-hours a day, 7-days a week, 365-days a year basis.

File Folder: C021597

1.002	Repairs or replacement of nonworking or damaged equipment or software shall be started by a qualified technician within 4 hours following notification of a service request or system failure. Contractor shall maintain an adequate amount of supplies/materials on hand in order to meet these requirements and ensure there is no prolonged period of downtime.
1.003	Contractor must exhibit to County a best effort approach to the completion of the repairs or replacement during the first 24-hours following notification of a problem.
1.004	Contractor shall provide County with 3 dedicated technicians for County's Facilities. Contractor's technicians shall conduct weekly scheduled preventative maintenance visits as directed by the County. Contractor's technicians shall provide a preventative maintenance log to the County upon the completion of each preventative maintenance visit for the purposes of documenting actions taken and repairs made.
1.005	Should a technician position become vacant, Contractor shall obtain prior approval from County for any personnel filling the position of the dedicated technician. All applicants shall pass all background checks and training seminars as requested by the County.
1.006	If at any time during the term of the Contract the position for the dedicated technician becomes vacant, Contractor shall provide an interim dedicated technician or alternative technician support within 10 business days, subject to County's background check process, and fill the position on a full-time basis within 60 days. Should Contractor fail to take reasonable steps to fill the interim or full-time dedicated technician position within the required timeframes, Contractor may incur liquidated damages as specified in **Additional Terms and Conditions #30**.
1.007	County shall be notified of progress and/or delays in progress with repairs or replacements until the problems are resolved.
1.008	Contractor shall notify County any time a technician will be dispatched to the Facilities and prior to the technician's arrival.
1.009	Additionally, the County may cancel the Contract if Contractor has not cured a service problem within 10 days of Contractor receiving notice of the problem from the County. County, at its sole option, may elect to pursue Liquidated Damages, as outlined in **Additional Terms and Conditions #30**, if a service problem is not resolved within the specified cure period.
1.010	Each party shall report to the other party any misuse, destruction, damage, or vandalism. Contractor will assume liability for any and all such damages.
1.011	All operation, maintenance and repair issues regarding the ITS, VVS, Tablet, or kiosk services shall be reported by Contractor to County promptly.
1.012	Contractor shall provide County with ITS, VVS, Tablet and kiosk technology software upgrades as they become available. All upgrades must be provided to County at no additional cost.

SECTION D - GENERAL INSTALLATION REQUIREMENTS	
SUBSECTION 1 - STANDARDS	
REQUIREMENT NUMBER	**DESCRIPTION**
1.001	Inmate communication services are to be provided and shall comply with all applicable Federal Communication and/or Public Service Commission regulations relating to inmate communication services in correctional facilities.
1.002	Contractor shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal government, or state, county, or municipal government.
1.003	Contractor shall comply with the BSCC Title 15 Minimum Standards.
SUBSECTION 2 - IMPLEMENTATION	

File Folder: C021597

2.001	Contractor shall submit an updated implementation plan for all inmate communications services, which shall include an installation schedule, for each Facility, including ITS, VVS, Tablets and kiosks within 10 days of the execution of this Contract.
2.002	Initial installations for the ITS must be completed within 60 days of the execution of the Contract between County and the selected Contractor; this includes additional inmate telephones required by County as outlined in **Section I (Facility Specifications)**. Implementation plan(s) has been incorporated as **Attachment E** of this Contract and must be followed.
2.003	Initial installations for the Tablets and VVS must be completed within 120 and 180 days respectively of the approval of the Implementation plan(s) by execution of the Contract between County and the selected Contractor. Implementation plan(s) will become a part of the Contract and must be followed.
SUBSECTION 3 - TRANSITION REQUIREMENTS	
3.001	Upon expiration, termination, or cancellation of the Contract, Contractor shall accept the direction of the County to ensure all inmate communication services are smoothly transitioned. At a minimum, the following shall apply:
3.002	At no cost to the County, Contractor shall supply 1 workstation(s), per Facility which shall become the property of the County after expiration, cancellation or termination of the Contract to allow the County access to all CDRs, call and visitation recordings, documentation, reports, data contained in the inmate communication applications/systems. County shall maintain the same level of remote access for up to 3 years after Contract termination.
3.003	Contractor shall discontinue providing service or accepting new assignments under the terms of the Contract, on the date specified by County. Contractor agrees to continue providing all services in accordance with the terms and conditions, requirements and specifications of the Contract for a period not to exceed 90 calendar days after the expiration, termination or cancellation date of the Contract. Revenue share/Administration Fees will be due and payable by Contractor to County at the percentage provided in the Contract until inmate communication services are no longer handled by Contractor.
3.004	Contractor agrees to remove its equipment at the conclusion of the Contract in a manner that will allow the reuse of wiring/cabling associated with all inmate communication services.
SUBSECTION 4 - GENERAL INSTALLATION REQUIREMENTS	
4.001	Contractor shall be responsible for all costs associated with the installation of the inmate communication services including but not limited to ITS, VVS, and Tablets which shall include but not be limited to, the necessary labor, parts, materials, transportation, purchase of equipment, wiring, new electrical circuits, cables, installation, racks/cabinets, service, maintenance, voice network and transmission, data network, and day-to-day operation to maintain all proposed system components in good working order and in compliance with the equipment manufacturer's specifications.
4.002	Contractor shall install the quantity of inmate telephones, standard visitation telephones, video visitation stations, and Tablets detailed in **Section I (Facility Specifications)**.
4.003	Contractor shall install a separate, dedicated network to accommodate all inmate communication services. Contractor's inmate communication services shall not be configured to reside on or use the County's network.
4.004	Contractor shall install/mount all inmate communication services equipment in accordance with the County's requirements.

4.005	Use of existing conduit, raceways, cable, wiring, switches, circuits, and terminals within the Facilities is at the risk of Contractor. Exposed wiring is not permitted. Ownership of any wiring or conduit installed under the Contract by Contractor becomes the County's property upon termination and/or expiration of the Contract.
4.006	Contractor agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and meet all applicable cabling/wiring standards for commercial buildings and must be approved by the Facilities maintenance personnel.
4.007	Contractor shall be responsible for installing all new wiring, cabling and network circuits at no cost to the County to support the provision of the outlined inmate communication services at no cost to the County.
4.008	Contractor agrees to obtain the County's written approval before making any physical changes to the Facilities, such as drilling into walls, floors, ceilings or any other portion of the Facilities. This includes existing, newly constructed and/or expanded Facilities.
4.009	Contractor shall provide, install, maintain, replace and upgrade adequate surge and lightening protection equipment to protect all lines, circuits and equipment used for the inmate communication services.
4.010	Contractor shall provide, install, maintain, replace and upgrade an Uninterruptible Power Supply (UPS) back-up power for the inmate communication services to ensure there is no loss of call, video or transaction processing and data storage in the event of a power failure.
4.011	A separate power source shall not be required for the inmate communication services equipment. A power source will be made available by County for the inmate communication services upon confirmation of equipment specifications.
4.012	Installation of all cabling, telephones, video visitation stations, Tablets, and related equipment shall be accomplished during normal business hours at the Facilities or as otherwise specified by the County.
4.013	Contractor shall install, repair, and maintain all Contractor-provided equipment, including but not limited to, any wiring or cable work required from the demarcation throughout the Facilities. All Contractor-provided equipment, installation, maintenance, repair costs, and all costs or losses due to vandalism shall be the total responsibility of the Contractor.
4.014	Contractor shall clean-up and remove all trash and packaging materials resulting from work performed. Unless otherwise specified by the County, no equipment, inventory or spare parts shall be stored by Contractor at the Facilities.
4.015	Contractor shall correct any damage to the County's property caused by maintenance or installation associated with the inmate communication services, including repairs to walls and ceilings.
4.016	Contractor shall provide written documentation indicating that all circuits and network have been tested and all cables, pairs, fiber strands, blocks are legibly marked after the completion of each installation associated with the inmate communication services.
4.017	Contractor shall maintain a reasonable supply of the parts needed under this contract and maintain a reasonable supply system for the acquisition of additional parts, either immediately or with minimal delay.
4.018	All costs associated with the James A. Musick Facility's (JAMF) infrastructure, including cabling, wiring and new construction shall be the responsibility of the County. County shall provide written notice to the Contractor when JAMF is prepared for the installation of Contractor's equipment. Within ten (10) business days of receipt of the County's written notice, Contractor shall provide County with an implementation plan for the installation of Contractor's equipment.

SUBSECTION 5 - SECURITY	
5.001	All Contractor employees shall obtain, at Contractor's cost, the appropriate personnel background security clearance prior to arrival at the Facilities.
5.002	All Contractor employees will comply with County's policies and procedures.
5.003	Entry to the Facilities is subject to the approval of the County.
SUBSECTION 6 - TRAINING	
6.001	Contractor shall provide onsite training for each inmate communication service to the County's staff. Additional training (onsite or via the web) shall be provided to new staff at no cost to the County. Training manuals shall be provided to the County's staff at all training meetings and will become the property of the County. At County's request, Contractor shall provide a downloadable version of all user manuals and training materials.
6.002	When requested by the County, informational pamphlets shall be available to inmates and end-users and shall describe the applicable features and functionalities of each inmate communication service. All informational marketing materials shall include a disclaimer that Contractor has sole responsibility for pre-paid and/or debit accounts, and to contact Contractor for pre-paid and/or debit account inquiries and refunds. County reserves the right to modify and approve all materials prior to distribution.
6.003	Contractor will also provide full documentation for all inmate communication services features and documentation for any and all added technology features that result from this Contract.
SUBSECTION 7 - UPGRADES AND PERFORMANCE PROCESS	
7.001	Contractor shall provide the County with written notice, including detailed information, of any new inmate communications service software upgrades or additional features to be added to either system, within 30 days of the introduction of the new software or features into the industry.
7.002	Contractor shall provide the County with inmate communication services software upgrades as they become available. All upgrades must be within 1 release of the newest operating system and provided to County at no additional cost.
7.003	Contractor shall adhere to the following performance process when upgrading the ITS, VVS and Tablet software, equipment, or performing any changes to either system at the Facilities. Any deviation from this process may result in liquidated damages incurred by Contractor as described in **Additional Terms and Conditions #30.**
7.004	Contractor shall perform extensive testing on all system changes or upgrades to any of the inmate communication services, prior to introducing them to the County. At a minimum, this shall include the following:
7.005	Circuit/network testing;
7.006	Configuration / setting preservation testing;
7.007	ITS: call processing, debit/pre-paid availability, international calling, private call number database and settings;
7.008	VVS: video visitation session quality and scheduling application;
7.009	Tablets: access to all transactions, applications and applicable purchase processes; and
7.010	Access to all inmate communication service user applications.
7.011	Contractor shall provide the County with written details regarding any change to voice prompts, dialing or video visitation procedures or processes impacting inmates and end-users/visitors.

7.012	Contractor shall receive written permission from the County, before scheduling or proceeding with any functionality changes to the inmate communication services at the Facilities, especially if the changes will cause an interruption in service.
7.013	County, at its option, shall have a minimum of 2 weeks to notify inmates at the Facilities of any inmate communication services changes that affect the inmates or end-users/visitors.
7.014	Contractor shall work with the Facilities to schedule all changes and/or upgrades during a time when the inmate communication services are not being used regularly by the inmates. Contractor shall coordinate a convenient time and day with the County to implement the changes or upgrades to avoid an interruption in service.
7.015	At the request of County, Contractor shall coordinate the presence of a technician at the Facilities on the day of implementation to place test calls, video visitation session and Tablet transactions and ensure all inmate communication services are functioning properly.
7.016	Contractor shall reconcile and validate the private call numbers database and associated configuration after each upgrade and report results within 3 business days of the upgrade.
7.017	All said changes shall be made by Contractor at no cost to the County.

SECTION E - ITS REQUIREMENTS

SUBSECTION 1 - ITS SPECIFIC INSTALLATION REQUIREMENTS

REQUIREMENT NUMBER	REQUIREMENT TYPE
1.001	All telephone equipment provided shall be fully operational at the time of the initial installation.
1.002	The telephone sets shall be suitable for a correctional environment, stainless steel, sturdy, non-coin, vandal and tamper resistant; the cord length for the inmate and visitation telephones is specified in **Section I (Facility Specifications)**.
1.003	Contractor shall install all new telephone equipment even if the selected Contractor is the incumbent inmate telephone service provider.
1.004	All telephone equipment shall be powered by the telephone line, not require an additional power source.
1.005	The telephones must not contain any exterior removable parts.
1.006	All telephone sets shall include volume control.
1.007	Contractor shall place placards containing dialing instructions in English, Spanish, Vietnamese, Cantonese, Portuguese, French, Armenian, Mandarin, and Braille on each telephone. The parties may agree upon the inclusion of additional languages. Placards shall also contain a notice in the same languages that will advise inmates of telephone monitoring and recording. This notice will be prominently posted in the area next to all inmate telephones. The notice will read: **"NOTICE! Telephone calls will be recorded and may be monitored."** Placards shall be replaced each time an inmate telephone set is replaced and/or when damaged or defaced so that the instructions and notice are no longer legible.
1.008	At no cost to the County, Contractor shall install additional telephones (inmate and visitation), monitoring and recording equipment as needed, within 30 days of request. This includes newly constructed or expanded buildings and Facilities.

1.009	If the installation of the additional telephones (inmate and visitation) is not completed within 30 days, Contractor may incur liquidated damages as described in **Additional Terms and Conditions #30**.
SUBSECTION 2 - ITS AND USER APPLICATION SPECIFICATIONS	
2.001	The ITS shall be capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, and international calling and visitation sessions.
2.002	The ITS shall be configured to process all or any combination of the following bill types, without limitation; collect, free, pre-paid collect, pre-paid card, debit and/or speed dial.
2.003	Contractor shall provide a sufficient number of bandwidth ensure inmates are allowed to place calls 99.9% of the time. County reserves the right to require Contractor to revise its configuration to County's reasonable satisfaction to resolve any inmate complaints of reception degradation or unavailable service which arise as a result of Contractor's ITS configuration. Such changes shall be completed by Contractor at no cost to County.
2.004	At County's request, Contractor shall provide a report documenting the completion ratio on a monthly basis or other frequency designated by County.
2.005	The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public. Contractor shall accept County's reasonable decision regarding whether the reception quality is acceptable.
2.006	Call acceptance by the called party shall be accomplished for all calls through Dual-Tone Multi-Frequency (DTMF) confirmation ("positive acceptance"). Voice recognition is not an acceptable method for positive acceptance.
2.007	The ITS shall be capable of recognizing and distinguishing standard or irregular busy signals, standard or irregular ringing signals, answering machines, voicemail, cellular telephones, ring-back tones, chain dialing.
2.008	The ITS shall be configured to monitor the switch hook on the telephone sets. If the switch hook is pushed down or moved from its idle position, the call must be disconnected immediately and the call prompts must come on to prevent fraud or unauthorized dialing. Contractor must assume all responsibility for fraud or unauthorized dialing occurring as a result of the ITS failing to meet this requirement.
2.009	With each call, the ITS must provide an automated message to advise both the inmate and the call recipient that the call is coming from a correctional facility, the call is coming from a specific inmate, and the call is being recorded and may be monitored. The automated message must be free of any charges. County reserves the right to request Contractor to modify/revise the recordings at any time during the Contract at no cost to County and within 30 days of the request.
2.010	The automated message will be available in English, Spanish, Vietnamese, Cantonese, Portuguese, French, and Armenian, and Mandarin. The parties may agree upon the inclusion of additional languages.
2.011	Except with private call numbers, the inmate and the call recipient are required to "acknowledge" the recording and possible monitoring of the calls by pressing "1" before the call will proceed. Neither the inmate nor the call recipient are

	required to make this acknowledgment for private call numbers as calls to these numbers shall not be recorded.
2.012	If either the inmate or the call recipient fails to press "1", the call will be terminated.
2.013	With each call, the ITS shall clearly identify the type of call being placed to the called party: collect, pre-paid, free. This recording must be free of any charges.
2.014	The ITS shall be able to accommodate any of the following options for recording and playback of an inmate's name to the called party:
2.015	The inmate may record a name each time a call is placed. Contractor shall provide no more than 2 seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS;
2.016	The inmate may record a name only once (with the first call attempted); the recorded name will be stored in the ITS and shall be played back with all subsequent call attempts. Contractor shall provide no more than 2 seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS; or
2.017	No name is recorded. If County selects this option, the announcement to the called party shall not include silence or an interruption where the name recording would normally be included.
2.018	For calls that are not completed, the ITS shall play a recorded message to the inmate detailing why the call was not completed. County reserves the right to request Contractor to modify/revise the recordings at any time during the Contract at no cost to County and within 30 days of the request.
2.019	ITS shall allow free local telephone calls from the intake/booking inmate telephones at Central Jail Complex and the James A Musick Facility (when available) at the initial time of booking only.
2.020	Once the inmate has been transferred out of intake/booking, the ITS shall process all subsequent calls from the inmate as collect or pre-paid unless the telephone number is configured as free in the ITS.
2.021	Following the dialing sequence, Contractor shall configure the ITS to either:
2.022	Allow inmates to remain muted while still being able to hear the call progress (ex: ringing on the line, voicemail pick-up); or
2.023	Place the inmate on-hold and not permit the inmate to hear the call progress.
2.024	In no event shall the inmate be allowed to communicate with the called party until the call is positively accepted.
2.025	The ITS shall be capable of processing and completing international prepaid collect calls.
2.026	The ITS user application shall allow the following search criteria and filters (without limitation) to be applied to the CDR queries:

2.027	Inmate Name (First, Last);
2.028	Inmate Personal Identification Number;
2.029	Record Identifier;
2.030	Date Range (Start Date/Time and End Date/Tim);
2.031	Facility;
2.032	Called Number;
2.033	Originating Number;
2.034	Station Name;
2.035	Call Type;
2.036	Bill Type;
2.037	Duration;
2.038	Call Amount;
2.039	Flagged Calls;
2.040	Monitored Calls;
2.041	Recording Type;
2.042	Completion Type;
2.043	Termination Type;
2.044	Validation Result;
2.045	Pre-Paid Card Number;
2.046	Phone Group(s);
2.047	Visitation Phone(s); and
2.048	Custom Search.
2.049	The ITS user application shall allow CDR query results to be exported in a format selected by County (.csv, PDF, Microsoft Excel 2016 or greater).
2.050	At a minimum, the ITS user application shall be equipped to generate the following standard reports in addition to the CDRs:
2.051	Call Statistics by Date Range;
2.052	Frequently Called Numbers;
2.053	Frequently Used Personal Identification Numbers;
2.054	Commonly Called Number;
2.055	Call Detail Report;
2.056	Gross Revenue Report by Date Range;
2.057	Facility Totals and Statistics;
2.058	Called Party/Number Accepting Report;
2.059	Fraud/Velocity Report;
2.060	Total Calls;
2.061	Personal Allowable Numbers (PAN) Report;
2.062	Pre-Paid Card Report;
2.063	Debit Usage Report;
2.064	Debit Balance and Funding Report;
2.065	Pre-Paid Card Balance Report;
2.066	Bill and Call Type Distribution;
2.067	Phone Usage;

2.068	Reverse Look-Up;
2.069	User Audit Trail; and
2.070	Voice Verification.
2.071	The ITS user application shall allow County to export the reports in a format selected by County (.csv, PDF, Microsoft Excel 2016 or greater).
2.072	Contractor shall provide the County with the capability to search, query and export end-user pre-paid account information for investigative purposes. County shall be capable of validating account holder status, number of pre-paid deposits and associated amounts, generating reports identifying, at a minimum, associated telephone numbers, method of payment, inmates from which calls are accepted, the number of completed calls with an associated date and time, any pre-paid funding fees and other applied charges and taxes.
2.073	The ITS shall have the capability to customize reports in a form mutually agreed upon by County and Contractor.
2.074	Contractor's ITS user application shall at a minimum allow:
2.075	Report generation to include the reports listed above;
2.076	The creation, modification and deactivation of user accounts;
2.077	The creation, modification and deactivation of inmate accounts;
2.078	The creation and modification of telephone numbers in the ITS including entry of free and privileged telephone numbers without the assistance of Contractor;
2.079	Assignment of inmates or an inmate type to an agency, inmate telephone or a group of inmate telephones;
2.080	Locating and accessing a specific recording by utilizing a unique recording/call identifier;
2.081	Block/unblock telephone numbers without the assistance of Contractor;
2.082	Configure an alert that will detect and prohibit a call made to a restricted number, a call using a restricted Personal Identification Number, or a call made from a restricted telephone.
2.083	Program a specific speed dial code to selected telephone numbers as determined by County and at no cost to County and without the assistance of Contractor; and
2.084	Query the CDRs for inmate activities and calling patterns, including the provision of reverse look-up at no cost to County. The reverse look-up feature shall include, at a minimum, the end-user's name and billing address for all collect and pre-paid calls.
2.085	The ITS shall have the capability to allow County to create, view and track service tickets associated with the ITS or Facilities.
2.086	Contractor shall ensure continuous diagnostics and supervision for call processing and call recording. Contractor shall be capable of performing remote diagnostics to the ITS to determine if a problem exists with the telephone, station port, channel, line.

2.087	The ITS shall comply with the Americans with Disabilities Act (ADA) requirements including, but not limited to, providing telephones which are accessible to persons in wheelchairs and providing devices that are compatible with Telephone Devices for the Deaf (TDD) and Video Relay Services (VRS) and meet these requirements:
2.088	Contractor shall provide the number of TDD telephones and ports and VRS units specified in **Section I (Facility Specifications)**; and
2.089	TDD telephones shall be able to work with the ITS at the Facilities.
2.090	The ITS must offer the called party an option to receive a rate quote during the call acceptance process.
2.091	The ITS shall be able to accommodate pro bono calls to consulates for all countries which may be required for ICE detainees. This option, when requested by County, shall be provided at no cost to County. Contractor shall accept County's direction for how pro bono calling services are configured via the ITS.
2.092	Contractor shall be able to establish an informant line at no cost to County. Calls to the informant line shall be free and shall be routed via the ITS to a destination designated by County. Contractor shall accept County's direction for how the informant line is configured through the ITS.
2.093	Contractor shall work with County to implement a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003. Contractor shall accept County's direction for how the PREA line is configured through the ITS. At a minimum, Contractor shall:
2.094	Provide an option for PREA calls to be processed via the ITS without the use of a PIN to ensure anonymity.
2.095	Route free calls via the ITS to a destination provided and designated by County which may be the same as that used for the County informant line.
2.096	At no cost to County, provide a telephone line to County dedicated for PREA calls to which the calls will be routed as free.
2.097	Contractor shall have the capability to allow County to maintain the same telephone number currently in place at all Facilities and/or utilize any telephone number specified by the County.
SUBSECTION 3 - ITS SECURITY FEATURES	
3.001	The ITS shall prohibit:
3.002	Direct-dialed calls of any type;
3.003	Access to a live operator for any type of calls;
3.004	Access to "411" information services;
3.005	Access to 800, 866, 888, 877, 900, 911, and any other 800 or 900 type services unless pre-approved by the County; and
3.006	Access to multiple long-distance carriers via 950, 800 and 10 10-XXX numbers.
3.007	The ITS shall prevent call collision or conference calling among telephone stations.

3.008	The ITS shall be able to shut down and/or disable an individual telephone or telephone group(s) quickly and selectively without affecting other telephones or telephone group(s). County must be able to shut down the ITS via a workstation, the ITS user application and/or by cut-off switches at several locations including, but not limited to:
3.009	At demarcation location;
3.010	Central control; and
3.011	By select housing units.
3.012	The ITS shall not accept any incoming calls. Contractor shall work with the LEC to ensure such control.
3.013	The ITS, upon detection of a three-way call, forwarded call, conference call shall be able to flag and/or terminate the call immediately. These calls shall be flagged in the CDRs as such.
3.014	The ITS shall allow the called party to block their telephone number during the call acceptance process.
3.015	As specified by County, the ITS shall have the capability to allow calls to specific numbers at specified times during the day.
3.016	The ITS shall be capable of limiting the length of a call, providing service at specified times of the day and allowing a maximum number of minutes or seconds per inmate, per month. The current call time limit for the Facilities is specified in **Section I (Facility Specifications)**.
SUBSECTION 4 - PERSONAL IDENTIFICATION NUMBER APPLICATION	
4.001	The Personal Identification Number (PIN) application shall work with the ITS allowing inmates to use PINs to complete calls via the ITS and include all of the following features and functionalities:
4.002	The capability to provide collect, pre-paid and debit, free and speed dial calling utilizing a PIN;
4.003	The capability to interface with County's JMS to allow for inmate PINs to be automatically transferred to the ITS. The JMS contact information is provided in **Section I (Facility Specifications)**. It is the Contractor's responsibility to contact the JMS provider, establish a working business relationship and identify the requirements necessary to interface with the JMS to ensure Contractor will be able to meet the PIN requirements listed below with the initial implementation. County shall not be responsible for paying any amount associated with the required interface.
4.004	The capability to receive, accept and apply alphanumeric characters in an inmate's ID.
4.005	The capability of accommodating any of the following options for how PINs are received and/or generated by the ITS:
4.006	JMS generates and sends to the ITS an inmate ID. The ITS stores the inmate ID and generates an additional unique identifier to be added to the inmate ID. The combination of the inmate ID and the additional unique identifier shall be the PIN;
4.007	JMS generates and sends to the ITS an inmate ID along with additional inmate data. The ITS stores the inmate ID and utilizes the additional inmate data to create the complete PIN;

4.008	JMS generates and sends the complete PIN to the ITS. The ITS stores the complete PIN; or
4.009	The ITS, without an interface with the JMS, auto-generates the complete PIN;
4.010	The ITS shall be capable of accepting a bulk data import of existing PIN information from the incumbent Contractor.
4.011	The ITS shall be capable of accepting a manually entered PIN.
4.012	If applicable, the interface between the JMS and ITS shall automatically update the status of the PIN in the ITS based on the inmate's status in the JMS (e.g. newly booked, transferred, released).
4.013	County currently utilizes a 11-digit PIN comprised of a 7-digit inmate ID and a unique 4-digit identifier (the inmate DOB - mmdd) as generated by the JMS. This configuration is the default and shall be active upon the initial implementation.
4.014	PINs shall not be required for booking/intake phone(s) at the Sheriff Facilities.
4.015	Reserved.
4.016	Once a PIN has been activated in the ITS, the inmate shall only be allowed to place calls from a designated Facility or group of inmate telephones located at the Facility.
4.017	When an individual PIN is added or modified in the system, the ITS shall document the date/time and the user making the change.
SUBSECTION 5 - PERSONAL ALLOWABLE NUMBER LISTS (PANs)	
5.001	The ITS shall have the capability to store a list of Personal Allowed Numbers (PAN) associated with each PIN. PANs are not a requirement with the initial implementation.
5.002	The ITS shall allow authorized users to set a universal quantity of PANs at the inmate level or override the default quantity of PANs for an inmate.
5.003	The quantity of approved telephone numbers within a PAN shall be configurable.
5.004	PANs shall allow authorized users to set a universal quantity of approved telephone numbers for each PIN.
5.005	The ITS shall have the capability to track PAN changes based on a frequency required by County. The ITS shall have the capability to notify the user if a PAN change is requested to be made outside of the allowed timeframe (e.g., every 90 days).
5.006	The proposed ITS shall document all updates, modifications and/or details for a PAN (e.g., user name, modification made, time/date stamp).
5.007	ITS shall be capable of storing the following information (at a minimum) for each telephone number on the PAN: telephone number, called party name, address and relationship to inmate.
SUBSECTION 6 - MONITORING AND RECORDING REQUIREMENTS	
6.001	The ITS shall be capable of monitoring and recording all inmate calls, including VRS and TDD/TTY calls completed from inmate telephones and/or wall mounted devices, and visitation sessions from any telephone within the Sheriff Facilities unless there are restrictions that prohibit the recording and monitoring of certain calls and visitation sessions such as attorney-client privilege.

6.002	The ITS shall be capable of completing pro-per calls as directed by County. Pro-per inmates and/or telephone numbers identified by County may be restricted from recording and monitoring upon request by County. The ITS shall be capable of providing a report of all pro-per activity to County at a frequency specified by County.
6.003	The ITS shall be able to exclude all private, blocked, or free calls and visitation sessions and clearly designate non-recorded calls/visitation sessions within the ITS user application.
6.004	Contractor shall perform bi-annual (June 1st and December 1st) reconciliations of all private call numbers and provide results to the County within 7 days of the start of the reconciliation. Reconciliations shall include the current list of private call numbers saved within the ITS, confirmation of any recordings (both prior to and after entry into the ITS), and confirmation of any ITS user that has accessed any potential recordings.
6.005	The ITS shall allow designated users at the Facilities to play back a recorded call/visitation session in progress (e.g., live monitoring) via the ITS user application.
6.006	The ITS shall be capable of recording calls/visitation sessions in a manner allowing designated users to isolate the inmate or the end-user side of the recording for playback.
6.007	The ITS shall provide simultaneous playback and continuous recording of calls and visitation sessions.
6.008	The live monitoring feature shall display a list of calls in progress to allow County to scan through all calls in progress or to listen to a specific call. At minimum, the default view shall sort calls in chronological order. Private calls, such as attorney calls, shall be indicated as such in the display window and shall not have the capability to be live monitored or recorded. For the purpose of call monitoring, the County prefers that the ITS display the fields below.
6.009	Call Start Time;
6.010	Facility;
6.011	Phone Location Name;
6.012	Inmate Name;
6.013	Inmate PIN;
6.014	Called Number;
6.015	Private/Attorney Call;
6.016	Called City, State;
6.017	Call Status; and
6.018	Alert.
6.019	All CDRs, including all attempted and completed calls, shall be stored online for the life of the Contract. A copy of all CDRs shall be stored offline by the Contractor for a minimum period of 3 years following the expiration of the Contract.
6.020	All call recordings shall be stored online for the life of the Contract. A copy of all recordings shall be stored offline by the Contractor for a period of 3 years following the expiration or termination of the Contract and any renewal terms. In the event County requests call recordings, Contractor shall provide the requested information within two (2) business days upon receipt of the request from County.

6.021	Contractor shall be responsible for supplying all storage media (CDs/DVDs, USB drives) at no cost to County throughout the life of the Contract and any renewal terms.
6.022	Contractor shall provide remote access to the ITS at no cost to County.
6.023	The provision of remote access shall allow County the same features and functionalities, permitted by the user's level of access, available on a Contractor-provided workstation.
6.024	For the term of the Contract, County shall have access to all CDRs from all workstations and remote access computers, based on the user's access level.
6.025	The ITS shall be capable of providing alerts for certain calling events and, at a minimum, allow designated users to receive or be forwarded a live call/visitation session to a specified destination.
6.026	The ITS user application shall copy/export recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the recording.
6.027	The ITS shall be capable of emailing and copying recorded calls and visitation sessions onto a CD/DVD or other storage medium in audio or MP3/data format with tamper free capabilities.
6.028	The copying/burning application shall be internal to the ITS.
SUBSECTION 7 - VOICEMAIL MESSAGING	
7.001	At the County's request, Contractor shall implement inbound automated voicemail messaging up to 1 minute per message through the ITS to allow inmates to receive voicemails from friends and family.
7.002	Funding for inbound voicemail shall be through a pre-paid account setup by the end-user.
7.003	In addition, Contractor shall provide internal voicemail to allow inmates to leave messages for County staff and for County staff to return a voicemail or leave a voicemail message to an inmate, group of inmates or the entire Facility. There shall be no charge to County or the inmates for internal messaging. Internal messaging for inmates includes:
7.004	Grievances;
7.005	Medical/dental requests;
7.006	File telephone complaints; or
7.007	Other requests options as determined by County (i.e. haircuts).
7.008	Fees and revenue share for inbound voicemail messaging are specified in **Attachment B, Rates and Fees.**
7.009	The ITS shall record and store all voicemail messages, in the ITS. All recordings shall be maintained as described in **Section E (ITS Requirements)**. Voicemail messaging shall preserve the call controls configured in the ITS.

SECTION F - VVS REQUIREMENTS

SUBSECTION 1 - VIDEO VISITATION SERVICE

REQUIREMENT NUMBER	DESCRIPTION
1.001	The VVS shall consist of hardware, firmware and software designed to enable the County to provide video visitation sessions and to monitor, record, and retrieve video visitation sessions.

1.001a	County may initiate video visitation sessions from inside the inmate housing location and/or in the lobby from a designated Private Flex Unit.
1.002	The proposed VVS shall provide all operational features and system requirements applicable to all video visitation sessions placed through the VVS.
1.003	The VVS shall interface with the County's JMS/ITS to allow for inmate and visitor information to be automatically transferred between the JMS and VVS. County will not be responsible for paying any amount(s) associated with the required interface(s). County prefers the inmate identifier utilized for the ITS is the same inmate identifier for the VVS.
1.004	Contractor shall provide internet test capability to remote video visitors.
1.005	The VVS must be able to shut down and/or disable an individual video visitation station or group of video visitation stations quickly and selectively without affecting other video visitation stations.
1.006	The VVS shall be capable of limiting the length of a video visitation session providing service at certain times of the day/week/month and allowing a maximum number of video visitation sessions per inmate per week or month.
1.007	Contractor must have the capability to provide remote monitoring access to the VVS at no additional cost. The provision of remote access shall allow the County the same features and functionalities, permitted by the user's level of access, available on a control workstation.
SUBSECTION 2 - VVS SPECIFIC INSTALLATION REQUIREMENTS	
2.001	Contractor shall provide the County the number of VVS control workstation(s) specified in **Section I (Facility Specifications)**. The workstations shall work in real-time with the VVS, for monitoring, recording and reporting. The workstation shall each include a CD/DVD burner, 2 flat screen monitors, built in speakers, mouse, keyboard, data/audio burning software, laser printer and a licensed copy of Microsoft Office (or equivalent).
2.002	VVS stations shall be suitable for a correctional environment, stainless steel, sturdy, vandal and tamper resistant with a shatter proof screen. VVS stations shall include the cord length requirements as those for telephone sets as described in **Section I (Facility Specifications)**.
2.003	The VVS stations shall not include any removable parts.
2.004	The VVS stations shall include volume control.
2.005	VVS stations shall include picture-in-picture viewing.
2.006	Upon installation of the VVS, Contractor will be responsible for providing all labor, equipment, supplies, materials, software, configuration (hardware, software, networking and bandwidth), documentation, testing and training necessary for the completion of the installation.
2.007	The VVS must provide high-quality, stereo audio and broadcast-quality video while meeting the industry quality standards.
2.008	Upon completion of the initial installation and any ongoing installations, Contractor shall provide County with a list of inmate and visitor video visitation stations, specifications, and location of each unit.

2.009	Contractor shall place placards containing video visitation use instructions in English, Spanish, Vietnamese, Cantonese, Portuguese, French, Armenian, Mandarin and Braille on or near each station. The parties may agree upon the inclusion of additional languages. The placards shall be replaced each time a VVS station is replaced and/or when damaged or defaced so that the instructions and notice are no longer legible.
2.010	Video visitation rate use flyers and/or additional video visitation related information shall be provided by Contractor upon County's request and at no cost.
2.011	At no cost to County, Contractor shall install additional VVS stations, including monitoring and recording equipment as needed, within 45 days of request. If Contractor fails to provide and install the additional visitation units within 45 days the Contractor shall be liable for liquidated damages as described in **Additional Terms and Conditions #30**. Both parties agree that delays in manufacturing and/or shipping are outside of the Contractor's control and supply chain delays will not be counted against the Contractor when evaluating Liquidated Damages. Contractor may need to provide proof of such delays upon County request to avoid liability for liquidated damages. For newly constructed or expanded Sheriff Facilities, the parties shall agree on a timeline for installation or implementation.
SUBSECTION 3 - VVS REGISTRATION AND SCHEDULING	
3.001	The VVS shall include a web-based scheduling application allowing private and professional visitors to register, schedule, and fund remote video visitation sessions from a Private Flex Unit through an internet browser and internet connection and/or cancel visits. In addition, the VVS shall support scheduling of public, in-person onsite visitation, at no additional cost.
3.001a	Contractor must have the capability to provide inmate-initiated VVS scheduling for the public at no additional cost. The provision of inmate-initiated VVS scheduling shall allow inmates to schedule, fund and/or cancel video visitation sessions from a Tablet.
3.002	The VVS shall prohibit the scheduling of video visitation sessions from a Private Flex Unit for any visitor who has not been approved by County following the registration process. County has the ability to suspend registered friends and family from remote video visitation on a tablet.
3.003	The VVS shall have the capability to allow smart phone scheduling.
3.004	The VVS shall allow visitors to log in using a unique visitor ID or an email address and password.
3.005	The VVS shall be capable of requiring the general public to acknowledge and agree to the terms and conditions associated with County's visitation policies as part of the registration process and with each scheduled visitation session.
3.006	At a minimum, the VVS shall obtain and store the following information for the visitor as part of the registration process:
3.007	First Name;
3.008	Last Name;
3.009	Email;
3.010	Telephone Number / Cell Phone;
3.011	Username; and
3.012	Password.
3.013	At a minimum, the VVS shall obtain and store the following information for the visitor as part of the scheduling process:
3.014	First Name;
3.015	Middle Name;

3.016	Last Name;
3.017	Credit Card;
3.018	Email;
3.019	Physical Address (Street Address, City, State, Zip);
3.020	Telephone Number;
3.021	Identification Type;
3.022	ID Number;
3.023	Username; and
3.024	Password.
3.025	The VVS shall have the capability to track all inmate housing unit assignments, movements, and releases. The VVS shall automatically cancel all sessions associated with an inmate if the inmate gets released.
3.026	The VVS shall be capable of sending the general public an email or text notification confirming the scheduled or canceled visit.
3.027	The VVS shall have the capability to display upcoming daily video visitation session information on one or multiple inmate station screens (i.e., inmate name, time of visit).
3.028	The VVS shall be capable of accommodating different sets of rules for onsite standard visitation, onsite video visitation and remote video visitation sessions.
3.029	The VVS shall allow authorized users at the Sheriff Facilities to approve attorneys and/or professional visitors before video visitation sessions can be scheduled from a Private Flex Unit; the VVS shall only allow the scheduling of sessions for approved visitors on the Private Flex Units. VVS shall allow authorized visitors to be added to the approved inmate visitor list for video visitation from tablets.
SUBSECTION 4 - VVS USER APPLICATION	
4.001	The VVS user application must provide specific information for tracking inmate and visitor activities and patterns by, at a minimum, the following criteria. In the event these criteria are not available within the user application at initial implementation, Contractor shall be liable for liquidated damages as described in **Additional Terms and Conditions #30**.
4.002	Inmate ID number;
4.003	Inmate name;
4.004	Visitor name;
4.005	Date and time of visit;
4.006	Inmate video visitation station; and
4.007	Daily, weekly and monthly visit statistics.
4.008	The VVS shall have the capability to allow authorized County staff to create the following restrictions with customizable durations:
4.009	Restrict a visitor from visiting certain inmate(s);
4.010	Restrict an inmate from visiting ALL visitors;
4.011	Restrict a visitor from visiting ALL inmates;
4.012	The VVS user application shall have the capability to support the following functions:
4.013	Set user ID;
4.014	Set/reset password;

4.015	Capture the user's first, middle and last name;
4.016	Manually terminate standard or video visitation sessions;
4.017	Report status of all standard and video visitation sessions (online or idle);
4.018	Stop, pause and restart any running visit;
4.019	Allow the County to enter comments or add notes to a visit;
4.020	Allow for station reassignment during any running visit;
4.021	Allow for visitation time extension during any running visit;
4.022	Customize the number of visits per the monitoring screen and the page rotation duration (maximum of twenty (20) visits may be displayed per page);
4.023	Designate a visitor as being an attorney or other professional entitled to confidential visits to prevent the visit from being recorded or monitored;
4.024	Manually schedule standard or video visitation sessions from a Private Flex Unit for a particular inmate, station, and date and time, on behalf of visitor(s);
4.025	Allow authorized users the ability to mandate specific visits, visitors and/or inmates to be recorded;
4.026	Allow authorized users to download, share and/or view recordings; and
4.027	Include an audit trail function and the capability to track users who have viewed and/or downloaded the recording files(s).
SUBSECTION 5 - VVS MONITORING AND RECORDING REQUIREMENTS	
5.001	The VVS must permit the County to fully record and monitor all standard and video visitation sessions from any standard or video visitation station within the Sheriff Facilities unless there are restrictions that prohibit the recording and monitoring of certain sessions such as attorney-client restrictions.
5.002	The VVS shall automatically start each video visitation session from an NFC Docking Station at the designated start time. Inmates shall have the ability to initiate friends and family video visitation sessions on the tablet.
5.003	The VVS shall allow County to determine if a visit from an NFC Docking Station or Public Flex Unit is to be cancelled if the visitor does not check-in on time or after a set amount of time, and if the visitation session will count against the inmate's visitation quota. County shall have the ability to accept or cancel a visit on behalf of friends and family on the tablet. County shall have the ability to cancel video visits for inmate/visitor misconduct.
5.004	The VVS shall automatically attempt to reconnect a video visitation session from an NFC Docking Station if connectivity is lost.
5.005	The VVS shall include an alert system that will detect visitation sessions made by a particular inmate or visitor.
5.006	The VVS shall have the capability to display an onscreen countdown clock timer on the inmate and the wall-mounted visitor stations.
5.007	The Contractor shall retain video visitation sessions online for a minimum of 90 days, but may require retention up to 1 year.
5.008	Contractor shall store all video visitation sessions offline for the life of the Contract plus 3 years after the termination of the contract. In the event County requests visitation session recordings, Contractor shall provide the requested information within two (2) business days upon receipt of the request from County.

SECTION G - TABLET REQUIREMENTS

SUBSECTION 1 - TABLET SPECIFICATIONS	
REQUIREMENT NUMBER	**DESCRIPTION**
1.001	To permit inmates to access Tablet services, tablets shall interface with the County's JMS, ITS, and/or VVS, and have the ability to interface with the County's commissary. County prefers the same inmate identifier is used for Tablets as the inmate identifier for ITS and VVS. The County will not be responsible for any cost(s) associated with the required interface(s). Commissary interface will be activated upon written request by the County.
1.002	Tablets shall be configured to only allow inmates access to the services and applications approved by the County. Additional applications shall be mutually agreed upon by the County and Contractor. Inmates shall be prohibited from having any access to any external applications. Tablets must communicate with pre-approved applications and dedicated networks only.
1.003	Tablets shall be restricted to Contractor wireless access points only and shall be unable to connect to other wireless network access points. In the event tablets are able to access outside websites, networks, or applications, Contractor shall be liable for liquidated damages as described in **Additional Terms and Conditions #30**.
1.004	Contractor shall provide the County with remote access to Tablets at no cost to the County for the purpose of administering, monitoring, overseeing and reviewing transactions and activity associated with the applications and services offered. The following reports (at a minimum) shall be made available for each Sheriff Facility as applicable for monitoring and investigative purposes. In the event remote access and/or requested reporting is not available by implementation, Contractor shall be liable for liquidated damages as described in **Additional Terms and Conditions #30**. New reports, as requested by County, shall be developed and provided by Contractor at no cost to County:
1.005	Transactions by inmate;
1.006	Application usage by inmate;
1.007	Totals by inmate;
1.008	Totals by Tablet;
1.009	Daily, weekly and monthly statistics.
1.010	Contractor's user application for the Tablet solution shall provide the capability to export the reports in a mutually agreed upon format agreed to by County and Contractor.
1.011	Contractor shall have the capability to disable and/or shut off services to a single Tablet or group Tablets based on the user level and password, and not interrupt other Tablets.
1.012	Tablets shall be provided to the County with access to approved application content including a variety of games, music and entertainment, free applications / services, including law library and educational programs.
1.013	Tablets provided by Contractor shall be configured to provide certain "free" services to the inmate population at no charge. Such "free" services shall include:
1.014	Clock;
1.015	Calendar;
1.016	Dictionary;

1.017	Calculator;
1.018	PDF documents approved by County;
1.019	PDF viewer;
1.020	Electronic submission of inmate requests;
1.021	Commissary purchases – to be activated upon written request from County;
1.022	Debit purchases;
1.023	Trust account look-up - to be activated upon written request from County;
1.024	Inmate handbook;
1.025	Inmate notices/bulletins; and
1.026	Court date/release information.
1.027	The reports shall be available to County and its agency partners from all control workstations and remote access computers depending on the user's access level.
SUBSECTION 2 - TABLET SPECIFIC INSTALLATION REQUIREMENTS	
2.001	Contractor shall provide a minimum of a 2:1 inmate to tablet ratio at the Central Jail, Theo Lacy, and Western Medical Facilities and a 1:1 inmate to tablet ratio at the James A Musick Facility as specified in Section I at all times, excluding requisite spares, in select housing units as dictated by the County. County shall provide Contractor with the prior months Average Daily Population (ADP) by the fifteenth (15th) calendar day of each month. Any additional required Tablets to meet this ratio and mutually agreed upon onsite back up inventory, will be delivered to the County within fifteen (15) days of notification of ADP. In the event Contractor does not maintain the required inmate to Tablet ratio, under normal circumstances within the Contractor's control, Contractor may be liable for liquidated damages as described in **Additional Terms and Conditions #30**. Both parties agree that delays in manufacturing and/or shipping are outside of the Contractor's control and supply chain delays will not be counted against the Contractor when evaluating Liquidated Damages. Contractor may need to provide proof of such delays upon County request to avoid liability for liquidated damages.
2.002	Contractor shall be provided with the ADP for the month prior to execution of this Agreement and shall use this ADP as the number of Tablets expected to be installed during initial installation.
2.003	Replacement Tablet(s) that have been subjected to intentional damage, as determined and mutually agreed upon by both parties, requested or required to maintain a contractual inmate-to-tablet ratio will be provided at a rate of up to $249.99 per tablet, which includes shipping, processing, maintenance, and the software license for the use of the tablets. Contractor will invoice County only for tablets returned due to intentional damage. Contractor will retain ownership of the tablets and all licensed software.
2.004	Tablets shall be suitable for a correctional environment, sturdy, vandal and tamper resistant and shall be enclosed in a durable, sealed case.
2.005	Tablets shall not utilize external speakers. Contractor shall ensure earbuds are clear and designed in accordance with standard correctional security and environmental concerns, including suicide prevention.
2.006	Tablets shall be capable of restricting inmate usage to the specific housing units to which the inmate is assigned.
2.007	Contractor shall provide informational flyers/posters in English, Spanish, Vietnamese, Cantonese, Portuguese, French, Mandarin and Armenian outlining all Tablet services/offerings, and the cost of those services to post at the Sheriff Facilities at no cost to County. The parties may agree upon the inclusion of additional languages.

	County reserves the right to determine the priority of the languages in which the flyers/posters are offered.
2.008	Upon completion of the initial installation and any ongoing installations, Contractor shall provide County with a list of all Tablets, charging stations, equipment specifications and locations of each device.
2.009	Contractor shall provide County with the number of mobile charging stations as outlined in **Section I (Facility Specifications)**.
SUBSECTION 3 - KIOSKS	
3.001	Reserved.
3.002	Reserved.
3.003	Reserved.
3.004	Contractor shall provide lobby kiosks at the Sheriff Facilities, as identified in **Section I (Facility Specifications)** for use by visitors to the Facilities as a supplement to the current cashier processes for receiving payments into certain inmate accounts. The kiosks shall be no cost to the County. The kiosk payment services shall include deposits into pre-paid collect or debit accounts.
3.005	Contractor shall be responsible for all kiosk maintenance, collections, accounting, and reporting. Should the County request in writing that the kiosks allow for the deposit of funds into trust accounts, Contractor shall be responsible for remitting such funds back to County for deposit into the trust accounts.
3.006	Contractor agrees to provide cash collection services for the kiosks at no cost to County and at a frequency approved by County. County prefers Contractor utilized armed personnel for collection of funds. Such armed personnel service must comply with County security policies and entry to the Sheriff Facilities.
3.007	Contractor shall be capable of providing authorized users with access to transaction history and inmate photos as well as the option to print additional receipts.
3.008	Contractor shall provide to County a detailed weekly ACH reconciliation report that includes all credit and debit card and cash transactions for the preceding week (Monday-Sunday).
3.009	Contractor shall be responsible for any costs associated with an interface if one is required to implement any of the technologies associated with the kiosks.
3.010	County will not be responsible for any costs associated with the installation and ongoing maintenance, repair or replacement of the kiosks.
3.011	All fees/charges associated with the kiosks are in **Attachment B, Rates and Fees**.
3.012	Contractor shall be responsible for all maintaining and properly securing all tools and keys associated with the kiosks.
3.013	Before any changes to the fees/charges associated with deposits through the lobby kiosks are implemented, Contractor must submit a written request to receive approval from County. County will respond in writing to Contractor's request. Unapproved adjustments implemented without the prior written approval from County are subject to liquidated damages as specified in **Additional Terms and Conditions #30.**
SUBSECTION 4 - ELECTRONIC DEBIT AND/OR PRE-PAID ACCOUNT DEPOSIT	
4.001	The lobby kiosk shall have the capability to record all activity of the user in an auditable format which may be tracked through Contractor's system.

4.002	Contractor shall provide multiple funding methods to allow users to fund debit and/or pre-paid accounts. These methods shall include, but not be limited to, telephone funding (both live agent and automated) and online funding through Contractor's website and mobile application.
4.003	Contractor shall provide County and, to the extent requested by County, its Designated Agent with remote access to its web-based user application for the purpose of administering, monitoring, overseeing and reviewing transactions associated with the applications/services provided under this Contract. Remote access shall be provided by Contractor at no cost to County or its Designated Agent.
4.004	At no cost to County, Contractor shall provide analytical features, including searchable interfacing in order to establish funding relationships of all "linked" people making similar transactions.
4.005	Access to Contractor's system shall require the use of a username and password. The access levels shall be designated by County.
4.006	Contractor shall store all reports and data online for the life of the Contract. A copy of all reports and data shall be stored offline by Contractor for a minimum period of two (2) years following the expiration or termination of the Contract. Archival and/or offline transactions, reports, and data shall be retrieved and provided by Contractor to County within two (2) business days upon receipt of the requested transactions, reports, and/or data.
4.007	Contractor's system shall have capability to allow County to query all transactions and data stored.
4.008	Contractor's system shall have the capability to alert County staff of specific activity based on pre-set criteria in Contractor's system via email.
4.009	Contractor's system shall have the capability to track certain activities and patterns. The following reports (at a minimum) shall be made available as applicable for monitoring and investigative purposes. New reports, as requested by County, shall be produced by Contractor at no cost to County.
4.010	Deposits by inmate;
4.011	Deposits by sender;
4.012	Daily, weekly, and monthly statistics;
4.013	Totals by inmate;
4.014	Totals by kiosk;
4.015	Totals by Facility; and
4.016	Totals by transaction type.
4.017	Contractor's system shall provide the capability to customize reports in a format mutually agreed upon by County.
4.018	Contractor's system shall have the ability to capture all activity and tasks performed by each system user.
4.019	These services shall be provided to County at no cost.

SECTION H - ADDITIONAL TECHNOLOGY

SUBSECTION 1 - AUTOMATED INFORMATION SYSTEM

REQUIREMENT NUMBER	DESCRIPTION
1.001	At the request of the County, Contractor shall provide its automated information technology system (AITS) at no cost to County as part of Contract which shall include integration with County's JMS. County shall not be responsible for any costs associated with an interface.

1.002	The AITS shall make certain basic jail information and inmate-specific information available to the general public, including, but not limited to:
1.003	Location;
1.004	Directions;
1.005	Visitation hours;
1.006	Inmate lookup;
1.007	Release dates;
1.008	Upcoming court dates; and
1.009	Bond inquiries.
1.010	The AITS shall make certain information available to inmates, including, but not be limited to:
1.011	Balances in accounts (e.g., debit, pre-paid, and/or trust);
1.012	Charges;
1.013	Court dates, including time and location; and
1.014	Bond amounts and types.
1.015	All information shall be made available at County's discretion.
1.016	Contractor's AITS shall be configured to update the AITS system from County's JMS data every 15 minutes, at minimum.
1.017	Contractor's AITS shall provide the public and inmates information in both English and Spanish. County shall have the ability to request additional languages at no cost to County
1.018	The AITS shall have 7-days a week, 24-hours a day availability with a 99% uptime (with the exception of downtime for repair or upgrade that is pre-scheduled with Contractor and County). Availability shall be tracked and reset on a monthly basis. Contractor shall resolve all reported AITS service issues within 48 hours after receipt of service request from County.
1.019	County reserves the right to add or remove AITS at any time during the term of Contract.
SECTION 2 - CELL PHONE DETECTION	
2.001	At County's request, Contractor shall provide 10 number of portable cellular phone detection units ("Cell Phone Detectors") as required or requested by County at no cost to County.
2.002	Cell Phone Detectors shall be capable of detecting contraband cellular phones in both on and off positions and anywhere on the inmate's body or in an inmate's body cavity.
2.003	Cell Phone Detectors shall be capable of detecting other dangerous contraband such as weaponized metal objects anywhere on the inmate's body or in an inmate's body cavity.
SECTION 3 - VOICE-TO-TEXT TECHNOLOGY	
3.001	At County's request, Contractor shall implement and maintain a voice-to-text transcription feature for the ITS. The voice-to-text transcription feature shall have 7-days a week, 24-hours a day availability with a 99% uptime (with the exception of

	downtime for repair or upgrade that is pre-scheduled with Contractor and County). Contractor shall resolve all reported voice-to-text transcription service issues within 48 hours after receipt of service request from County.
3.002	The voice-to-text feature shall allow authorized users to select recorded calls for transcription and shall also have the capability for authorized users to establish criteria tied to the voice biometric engine/keyword search engine to automatically identify calls for transcription.
3.003	Contractor's voice-to-text transcription software shall have the capability to transcribe in both English and Spanish. County shall have the ability to request additional languages at no cost to County.
3.004	Contractor's voice-to-text transcription software shall have an internal translation feature to allow authorized users to select the language into which the selected call shall be translated.
3.005	Contractor's transcription feature shall include a spoken word search to allow investigators to select all calls which meet the investigator's criteria to be transcribed and sent via email to their own account or to multiple email accounts.
SECTION 4 - DEBIT REFUND REQUEST POSTCARDS	
4.001	At County's request and at no cost to County, Contractor shall provide a debit refund request postcard ("refund postcard") for use by the County and inmate, which will be provided to inmate at time of release, and whereby unused balances of inmate debit accounts are refunded in full via a check. Refunds will be mailed to the inmate within two (2) to four (4) weeks upon Contractor's receipt of a completed refund postcard.
4.002	Refund postcards will include instructions for inmates on how to submit a request for a debit account refund. The instructions shall be in English, Spanish, and Vietnamese. County shall have the ability to request additional languages at no cost to County.
4.003	Refund postcards will be available in English, Spanish and Vietnamese. They shall include instructions for inmates on how to submit a request for a debit account refund. Refund postcards shall contain a disclaimer that Contractor has sole responsibility for refunds and shall not contain any County branding, return addresses, or contact information for any County Facility. Inmates may contact Contractor at the number specified on the postcard from 5:00am to 2:00pm PST for debit account and refund inquiries. County reserves the right to request modification by Contractor and approve the refund postcards prior to distribution.
4.004	At the time of implementation, County will determine the number of refund postcards to be initially supplied. Contractor shall be responsible for fulfilling restock orders of refund postcards from the Facilities within 7 days of the County submitted request.
SUBSECTION 5- VOICE BIOMETRICS	
5.001	Contractor shall provide its initial voice biometric technology through its ITS at no cost to County. County reserves the right to add or remove voice biometrics at any time during the term of the Contract.
5.002	Contractor's voice biometric technology must be integrated into Contractor's ITS, provide investigative and analytic tools and reporting, and be accessible via the ITS user application.
5.003	Contractor's voice biometric feature shall allow for both supervised and covert enrollment of the inmate's voice print. Contractor shall work collectively with County on enrollment process
5.004	County shall have access to all voicemails via the ITS user application.
5.005	Contractor's voice biometric feature shall enable authorized users to have an inmate create a new voice print without assistance from Contractor.

SUBSECTION 6 - DATA ANALYTICS	
6.001	Contractor shall provide its investigative, data mining and analysis tools as part of the ITS services and at no cost to County.
6.002	Data analysis tools shall be integrated into Contractor's ITS and provide data mining tools in order to make reports available in real time to authorized Facility staff.
6.003	At County's request, Contractor shall make available its Call IQ - Inmate-to-Inmate Call Detection at no cost to County.

SECTION I - FACILITY SPECIFICATIONS			
Data Category	**Central Jail Complex**	**Theo Lacy Facility**	**Western Medical Ward**
Average Daily Population (ADP):	1,334	2,028	11
Number of Beds:	1,813	3,442	11
Facility Type:	Sheriff Facility	Sheriff Facility	Sheriff Facility
Inmate Type:	County	County	County
Call Time Limit:	30 Minutes	30 Minutes	30 Minutes
Hours of Availability for Inmate Telephones:	12:00 a.m. - 11:59 p.m.	12:00 a.m. - 11:59 p.m.	12:00 a.m. - 11:59 p.m.
Hours of Availability for Booking Telephones:	12:00 a.m. - 11:59 p.m.	12:00 a.m. - 11:59 p.m.	12:00 a.m. - 11:59 p.m.
Inmate Telephones Required:	316	302	0
Required Telephone Cord Length (Inmate Telephones):	18"	18"	N/A
Visitation Telephones Required:	182 (91 stations)	212 (106 stations)	0
Required Telephone Cord Length (Visitation Telephones):	32"	32"	N/A
Portable-Phones Required:	3	3	2 Cordless
TDD Devices Required:	1	2	1
VRS Units Required:	1	1	0
Inmate Video Visitation Stations Required:	87	63	0
Required Cord Length (Inmate Video Visitation Stations):	18"	18"	N/A
Required VVS Control Workstations:	3	2	N/A
Required Tablets at capacity (2:1 ratio as outlined in **Section G – Tablet Requirements**):	907	1,721	0
Initial Number of Tablets Required at Installation (including 10% backstock):	734	1,115	0
Remaining Number of Tablets installed based on ADP capacity:	264	778	0
Required Charging Stations:	36	69	0
Required Kiosks (Lobby):	1	1	0
Cell Phone Detector Units:	5	5	N/A
Required Kiosks (Booking) upon written request from County:	1	1	N/A
Required Kiosks (Registration)	1	1	N/A

Data Category	James A Musick
Average Daily Population (ADP):	896
Number of Beds:	896
Facility Type:	Sheriff Facility
Inmate Type:	County
Call Time Limit:	30 Minutes
Hours of Availability for Inmate Telephones:	12:00 a.m. - 11:59 p.m.
Hours of Availability for Booking Telephones:	12:00 a.m. - 11:59 p.m.
Inmate Telephones Required:	100
Required Telephone Cord Length (Inmate Telephones):	18"
NFC – Tablet Docking Station	32
Private Video Visitation w/18" Handset (FLX) Required:	24
Inmate Video Visitation w/18" Handset (MFLX) Required:	16
Public Video Visitation w/18" Handset (MFLX) Required:	54
Portable Phones Required:	0
TDD Devices Required:	1
VRS Units Required:	1
Required VVS Control Workstations:	3
Required Tablets at capacity (**1:1 ratio** as outlined in **Section G – Tablet Requirements**):	896
Initial Number of Tablets Required at Installation (including 10% backstock):	986
Remaining Number of Tablets installed based on ADP capacity:	0
Required Charging Stations:	34
Required Kiosks (Lobby):	2
Cell Phone Detector Units:	0
Required Kiosks (Booking):	0
Required Kiosks (Registration)	1

ATTACHMENT B

RATES AND FEES

Any additional fees to be charged to inmates or visitors must be approved by County prior to implementation. County and Contractor shall mutually agree on the method of revenue share due to County associated with the additional charges/fees. Unapproved fees and/or charges are subject to liquidated damages as specified in the Contract, **Additional Terms and Conditions, #30**.

ITS REQUIRED CALLING RATES		
Category	**Per Minute Rate**	**Maximum Cost of Call (30 Minutes)**
Local/In-State, and Interstate		
Collect/Direct Bill/Debit/Pre-Paid Collect	$ 0.07	$ 2.10
International		
Collect/Direct Bill/Debit/Pre-Paid Collect	$0.14 + applicable international wholesale carrier charges. International collect is not supported.	$ 4.20 + Pass-through Only (No Mark Up Allowed)
Inbound Voicemail	$ 1.00	N/A
TDD Calls	$ 0.00	N/A

ITS REQUIRED FEES		
Fee Type	**Amount**	**Frequency**
Pre-Paid Collect Funding Fee		
Third Party	Not to exceed $6.95	Pass Through Only

REQUIRED VVS RATES		
Category	**Per Minute Rate**	**Avg. Cost/Visit 30 Minutes**
30-Minute Remote Video Visitation Session (standard rate, all Facilities):	$ 0.30	$ 9.00
All Other Fees:	Not Allowed	
JAMES A MUSICK FACILITY		
Per Title 15, two (2) 30-Minute Remote Video Visitation Session per week:*	$ .215	$ 6.45

TABLET CONTENT ACCESS RATES		
Category	**Fee Name**	**Fee Amount**
Educational Content	N/A	$ 0.00
Religious Content	N/A	$ 0.00
Inmate Grievances/Requests	N/A	$ 0.00
Law Library	N/A	$ 0.00
Commissary Ordering (upon County written request)	N/A	$ 0.00
Electronic Messages (End-User)	Per-Message Fee	$ 0.25
Video Messages (End-User)	Per-Message Fee	$ 0.25

File Folder: C021597

Entertainment Media - Games	Per-Minute Fee	$	0.05
Entertainment Media - Movies	Per-Minute Fee	$	0.05
Entertainment Media - Music	Per-Minute Fee	$	0.05
Entertainment Media - Streaming	Per-Minute Fee	$	0.05

ELECTRONIC FUNDING FEES**	
Cash Deposits (Lobby Kiosk)	
$0.01-$50.00	$2.49
$50.01-$200.00	$2.95
Web/Mobile/IVR Deposits	
$0.01-$100.00	$3.99
$100.01-$200.00	$4.99
Cash Walk-in-Retail	
$0.01-$200.00	$3.95

*Cost of two (2) 30-minute sessions to be paid by County. Inmates may have additional Video Visitation beyond the two (2) sessions at their own cost at the standard rate applicable to all Facilities.

** Applies only to use of Contractor outlets (kiosk, web/mobile/IVR, and retail) to deposit/transfer funds to trust accounts (not pre-paid or debit). The Services shall not initially be configured to allow such deposit/transfer, although County may request such configuration in writing pursuant to the Contract General Terms & Conditions, Paragraph P (Changes). Fees are cost recovery only and not factored into revenue share.

ATTACHMENT C

REVENUE SHARING AND COST RECOUPMENT

This is a Revenue Sharing Contract between the County and the Contractor for service provided in **Attachment A, Scope of Work**. Contractor shall pay revenue to the County as follows:

Contractor shall pay, on a monthly basis, the greater of a Minimum Monthly Guarantee ("MMG") or a revenue share calculated on Gross Revenue, as defined in **Attachment A, Scope of Work**, **Section A (General Conditions)**, by the 15th of the month immediately following the month in which the revenue was earned.

In addition, Contractor shall pay the County $50,000.00 per month s an administrative payment to recover County's internal and external costs associated with management of inmate communications, which is due and payable on the 15th of each month concurrently with the monthly revenue.

Contractor and County shall evaluate Gross Revenue generated through all communications services annually, or more frequently if requested by the County, to identify fluctuations in Gross Revenue. Both parties agree to negotiate additional revenue share amounts in response to identified increases in Gross Revenue, but at no point throughout the life of the Contract shall the Revenue Share amounts fall below those identified below without written approval from the County. Upon execution of the Contract, Contractor and County shall establish a mutually agreed upon baseline of Gross Revenues off of which to base subsequent annual evaluations.

Revenue Share and Administration Fee Payment		
Category	**Amount**	**Frequency**
ITS Revenue Share (%)	64%	Monthly
Inbound Voicemail Revenue Share (%)	50%	Monthly
VVS Revenue Share (%)	25%	Monthly
Tablet Media Revenue Share (%)	25%	Monthly
Monthly Administration Fee Payment*	$ 50,000.00	Monthly
ITS Monthly Minimum Guarantee	$ 83,333.33	Monthly

***Contractor shall withhold the monthly administrative fee for the installation of the necessary ITS equipment for JAMF and to satisfy the balance due for Title 15 Video Visitation Fees at that facility, which consists of up to two (2) 30-minute Remote Video Visitation Sessions per week and is based on actual usage by JAMF inmates. After the cost of the JAMF equipment installation in the amount of $350,000 is recouped by Contractor, Contractor shall withhold only the portion of the monthly administrative fee required to cover the cost of the Title 15 Video Visitation Fees for the month prior. Contractor shall provide a monthly reconciliation report indicating the amount of the monthly administrative fee allocated to equipment installation versus Video Visitation Fees and refund any balance(s) due to County.**

Revenue share and administrative payments shall be sent by Contractor to the County at the following address:

County of Orange
Sheriff-Coroner/Financial Services Division
320 N Flower St., Suite 108
Santa Ana, CA 92703
Attn: Cindy Vuong
Ph: 714.834.6787

ATTACHMENT H

LABOR AND MATERIAL PAYMENT BOND / PERFORMANCE BOND

County of Orange
Orange County Sheriff-Coroner Department

FAITHFUL PERFORMANCE BOND

BOND NO. _____

(The premium charged on this bond is $_____, being at the rate of $_____ per thousand of the Contract price.)

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the COUNTY OF ORANGE, State of California, entered into a contract dated

_____reinafter called "Contract," with

_____
(Name and Address of Contractor)

hereinafter called "Principal," for the work described as follows:

_____

_____; and

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract, and,

NOW, THEREFORE, WE, the Principal, and

_____
(Name and Address of Surety (ies))

duly authorized to transact business under the laws of the State of California, as Surety(ies), hereinafter called "Surety(ies)," are held and firmly bound unto COUNTY OF ORANGE in the penal sum of

_____ Dollars ($_____),

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

BOND NO. _____

THE CONDITION OF THIS OBLIGATION is such that, if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to, and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract, and in any alteration thereof made as therein provided, on his or its part to be kept and performed, at the time and in the manner therein specified, in all respects according to their true intent and meaning, and shall indemnify, defend with counsel approved in writing by COUNTY, and save harmless the COUNTY OF ORANGE, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue. As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included cost and reasonable expenses and fees incurred by COUNTY in successfully enforcing such obligation, all to be taxed as cost and included in any judgment rendered. And the said Surety (ies), for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____.

APPROVED AS TO SURETY AND LIMITS

By _____
CEO/Risk Management

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By _____
Deputy

CONTRACTOR

By _____
Name & Title (see footnote)

By _____
Name & Title (see footnote)

SURETY (ies)

By _____

By _____

Dated _____

Footnote: Pursuant to the requirements of California Corporations Code section 313, one of the following two methods must be used by a corporation when it enters into a contract with the County:

1) Two people must sign the document. One of them must be the chairman of the board, the president or any vice president. The other must be the secretary, any assistant secretary, the chief financial officer or any assistant treasurer.
2) One corporate officer may sign the document, providing that written evidence of the officer's authority to bind the corporation with only his or her signature must be provided. This evidence would ideally be a corporate resolution.

Signature of Surety(ies) representative must be notarized. Attach certificate of notarization to this document. Name of Surety(ies) Company must be typed or stamped above signature line of surety(ies) representative.

File Folder: C021597

County of Orange
Orange County Sheriff-Coroner Department

LABOR AND MATERIAL PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS COUNTY OF ORANGE has awarded to

_____
(Contractor's Name and Address)

hereinafter called "Contractor," a contract for the work described as follows:

_____

_____
hereinafter called "Contract"; and,

WHEREAS, said Contractor is required by the provisions of Sections 9550 et. seq. of the Civil Code to furnish a bond in connection with said Contract, as hereinafter set forth; and,

NOW, THEREFORE, WE, the undersigned Contractor, as Principal, and

_____
[Name and Address of Surety (ies)]

duly authorized to transact business under the laws of the State of California, as Surety(ies), hereinafter called "Surety(ies)," are held and firmly bound unto COUNTY OF ORANGE in the penal sum of

_____ Dollars ($_____),
lawful money of the United States, said sum being not less than the estimated amount payable by the said COUNTY OF ORANGE under the terms of the Contract, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

BOND NO. _____

THE CONDITION OF THIS OBLIGATION is such that, if said Contractor, his or its heirs, executors, administrators, successors, and assigns, or subcontractors, shall fail to pay for any materials, provisions, provender or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work under the Contract to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, as required by the provisions of California Civil Code 9550 et. seq., and provided that the claimant shall have complied with the provisions of said Civil Code, the Surety(ies) shall pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety (ies) will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by COUNTY in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered. This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond, and shall also cover payment for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor or his or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code. And the said Surety(ies), for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ___ day of _____.

APPROVED AS TO SURETY AND LIMITS

By _____
CEO/Risk Management

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By _____
Deputy

Dated _____

CONTRACTOR

By _____
Name & Title (see footnote)

By _____
Name & Title (see footnote)

SURETY(IES)

By _____

Footnote: Pursuant to the requirements of California Corporations Code section 313, one of the following two methods must be used by a corporation when it enters into a contract with the County:

1) Two people must sign the document. One of them must be the chairman of the board, the president or any vice president. The other must be the secretary, any assistant secretary, the chief financial officer or any assistant treasurer.
2) One corporate officer may sign the document, providing that written evidence of the officer's authority to bind the corporation with only his or her signature must be provided. This evidence would ideally be a corporate resolution.

Signature of Surety(ies) representative must be notarized. Attach certificate of notarization to this document. Name of Surety(ies) Company must be typed or stamped above signature line of surety(ies) representative.

File Folder: C021597

Contract No. MA-060-21011490
Inmate Communication Services

This Contract, hereinafter referred to as "Contract" is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County," and Global Tel*Link Corporation dba ViaPath Technologies, with a place of business at 3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042 hereinafter referred to as "Contractor," with County and Contractor sometimes referred to as "Party", or collectively as "Parties."

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work
Attachment B – Rates and Fees
Attachment C – Revenue Share and Cost Recoupment
Attachment D – County Supplied Items and Assistance
Attachment E – Implementation Plan
Attachment F – Service Escalation Matrix
Attachment G – Tool Control Policy
Attachment H – Labor and Material Payment Bond/Performance Bond

RECITALS

WHEREAS Contractor responded to County's Request for Proposal ("RFP") for Inmate Communication Services and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS Contractor agrees to provide Inmate Communication Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS County agrees to pay Contractor based on the schedule of fees set forth in Payment and Pricing Provisions, attached hereto as Attachment B; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter a Contract for Inmate Communication Services with the Contractor.

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

[THE DEFINITIONS WILL BE FINALIZED BASED ON THE PROPOSAL RESPONSES RECEIVED IN PART 3, CONTRACTOR 'S PROPOSAL**]**

Application: A computer program that is intended to be executed for the purpose of performing useful work for the user of the information being processed. Applications are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.

Average Daily Population (ADP): The daily population summed for the entire month and divided by the number of days in the period of measurement.

Blocked Call Numbers: Phone numbers that are blocked from being able to be called on either a system-wide basis or a case-by-case basis, as verified by the County. These numbers are programmable into the ITS by the Contractor or OCSD. Contractor shall not delete, add, or change any restricted number without approval of OCSD.

Call Detail Records (CDRs): A data record produced by a telephone exchange or other telecommunications equipment that documents the details of a telephone call or other telecommunications transaction that passes through that facility or device.

Collect Call: A telephone call in which the calling party wants to place a call at the called party's expense.

Contractor: The Contractor, subcontractors, agents, resellers, third parties and affiliates who are providing the services agreed to under the Contract.

Data: Any information, algorithms, or other content that the County, the County's employees, agents and end users, review, receive, upload, create or modify using the Software and/or Hardware pursuant to this Contract, including but not limited to telephone call and visitation recordings and debit and commissary account information, whether originating, stored, or transmitted to or from local, state, or federal sources, including databases, Software, or systems. Data also includes user identification information and metadata which may contain Data or from which the County's Data may be ascertainable. Non-Public Data is information considered to be privileged or confidential in nature and not subject to public availability. Personal Data is personal information, as defined by Civil Code Section 1798.3.

Data Breach: Any access, destruction, loss, theft, use, or disclosure of Data by an authorized or unauthorized party that is in violation of applicable state or federal law.

Documentation or **Documents**: Manuals and other materials necessary or useful to the County in its use or maintenance of the Equipment, Hardware, Software, or services provided hereunder. Manuals and other materials customized for the County hereunder constitute Work Product, excluding Contractor's proprietary manuals and materials.

Dual-Tone Multifrequency (DTMF): A telecommunication signaling system using the voice-frequency band over telephone lines between telephone equipment and other communications devices and switching centers.

End-User Payment Options or **Electronic Trust Account Deposit User Application:** The process and system to be established by the Contractor so inmates may pay for Inmate Telephone System (ITS) and Tablet services through multiple funding methods. End-user payment options will include a process for payment with inmate funds, including transfer from their trust/commissary account, telephone funding (both live agent and automated), and online funding through Contractor 's website and mobile application.

Equipment: The necessary items, physical resources and implements used in providing the telecommunication services contained in this Contract, including but not limited to Hardware and Machines/Devices.

Hardware: Usually refers to equipment, machines, devices, parts, and other physical components of a computer, telephone, or other electronic systems, and is contrasted with Software.

Human Error: Any action or inaction on the part of a contractor's employee, agent, subcontractor, reseller, third party or affiliate that prevents the accomplishment of the Software, Hardware, or System's intended functions and the services specified in the Scope of Work.

Incident: An event or occurrence that prevents the accomplishment of the Software, Hardware, or System's intended functions per the Contract terms, including the services specified in the Scope of Work, and security incidents, data breaches, technical failures, or human error.

Inmate Telephone System (ITS): The total system for providing calling services to inmates, which includes equipment, hardware, software, telephones.

Inmate Communication Services (Services): All of the services to be provided by the Contractor including the ITS, installation, connectivity, streaming ability, maintenance, support services, storage, security, training, and all other services and items included in the Contract.

Interlata: Refers to a call that originates from one Local Access and Transport Area (LATA) and terminates within another.

Interstate: Refers to a call from one state to another state or U.S. territory.

Intralata: Refers to a call that both originates and terminates within the same LATA.

Intrastate: Refers to a call that both originates and terminates within the same state.

Jail Management System (JMS) - The software management system in use at the correctional facilities. The current County JMS is County designed, deployed, and maintained.

Local Access and Transport Area (LATA): A geographic market or region within which telephone calls are routed. LATAs are typically identified by numeric code.

Machine or **Device**: An individual unit of a System, which may be separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcodes, and special features installed thereon, and including any necessary Software.

Maintenance Services or **Maintenance** or **Support**: Assistance, repair, and/or modification of Software or Hardware after delivery to correct faults or errors, delete obsolete capabilities, and/or enhance or improve capabilities, performance or other attributes, as specified in the Scope of Work.

Payment Kiosks: Kiosks for the lobbies in County Facilities that shall, at a minimum, have the capability to load funds to an inmate's debit and commissary accounts and receive court fines/fees from the public.

Portable Document Format (PDF): A format used to display documents in an electronic form independent of the software, hardware or operating system they are viewed on.

Personal Identification Number (PIN): An inmate specific, unique numeric identification number used to complete telephone calls within the inmate telephone system (ITS).

Personal Allowable Number (PAN): A pre-determined maximum number of allowed/approved telephone numbers that an inmate is allowed to call.

Private Call Numbers: Phone numbers that have been specifically approved and identified by the County or the Court and when called cannot be audibly monitored.

Security Incident: The unauthorized access or misuse of the service by authorized users or third parties not under Contractor's control to Personal Data or Non-Public Data. A Security Incident may or may not turn into a Data Breach.

Software: Refers to programs, routines, applications or other operating information used by a computer or electronic system, and is contrasted with Hardware.

Streaming Services: Movies, music, games and other activities and services where access for use is provided through the intranet for a fee paid by the inmate.

System: The complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.

Tablets: A mobile computer with a touchscreen display that is service enabled to make telephone calls and provide free and fee-based services and access to content including books, movies, music and games.

Technical Failure: A malfunction in the Contractor-supplied Hardware or Software that prevents the accomplishment of the services specified in the Scope of Work. A malfunction of the Hardware prevents the accomplishment of the Hardware's intended functions and services specified in the Scope of Work. A malfunction of the Software prevents the accomplishment of intended services even though the Hardware may be functioning properly. Technical failures include, but are not limited to, an improper or incomplete conversion or upgrade of the Hardware or Software.

Telecommunications Device for the Deaf (TDD): An electronic telecommunications device for text communication over a telephone line that is designed for use by persons with hearing or speech difficulties.

Telephones: The telephones used by inmates for calls, including wall mounted, roll around and TDD phones.

Unbillable Number: A phone number that Contractor has determined cannot receive collect calls because the accounts of the owner of the phone number are not in good standing for failure to pay. The call recipient and inmate shall be provided the opportunity to complete the call by a prepaid format, including through the inmate's debit account. If both the call recipient and inmate decline to continue the call in a prepaid format, the service provider may stop the call from continuing.

Users: Any County staff, inmate, or end user that would be using the technologies described herein.

Video Relay Services (VRS): A form of Telecommunications Relay Service that enables persons with hearing disabilities who use American Sign Language to communicate with voice telephone users through video equipment, rather than through typed text.

Video Visitation Solution (VVS): The system for providing either on-site or remote video visitation services to inmates, which includes equipment, hardware, software.

ARTICLES

General Terms and Conditions:

A. Governing Law and Venue: This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394.

Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

B. Entire Contract: This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.

C. Amendments: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes, or revisions are valid or binding on County unless authorized by County in writing.

D. Taxes: Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.

E. Delivery: Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.

F. Acceptance: Unless otherwise agreed to in writing by County, acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County.

G. Warranty: Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

H. Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

I. Assignment: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. Non-Discrimination: In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

K. Termination: In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

L. Consent to Breach Not Waiver: No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. Independent Contractor: Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

N. Performance Warranty: Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. Insurance Provisions: Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor

to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars ($50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability Including Sexual Misconduct	$1,000,000 per occurrence $2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	$1,000,000 per occurrence
Network Security & Privacy Liability	$1,000,000 per claims-made

Technology Errors & Omissions	$1,000,000 per claims-made $1,000,000 aggregate

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange its elected and appointed officials, officers, agents and employees* as Additional Insured's, or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN CONTRACT.*

2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

1) An Additional Insured endorsement naming the *County of Orange, its elected and appointed officials, officers, agents and employees* as Additional Insured's for its vicarious liability.

2) A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

3) The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents and employees* or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN CONTRACT.*

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Professional Liability, Technology Errors & Omissions and/or Network Security & Privacy Liability are "Claims-Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interest's clause also known as a "separation of insured's" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. Changes: Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignees is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

R. Force Majeure: Contractor shall not be assessed or be found in breach during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause

of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

S. Confidentiality: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

T. Compliance with Laws: Contractor represents and warrants those services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. Intentionally left blank.

V. Severability: If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

W. Attorney Fees: In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

X. Interpretation: This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

Y. Employee Eligibility Verification: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The 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. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. Indemnification: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not

limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

AA. Audits/Inspections: Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.

BB. Expenditure Limit: The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

CC. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

DD. Revenue Contract: This is a revenue contract. The County shall not be responsible for any payments to Contractor for the good/services provided to the County hereunder. Contractor payments to the County shall be made in accordance with Attachment C "Revenue Sharing and Cost Recoupment." Payments made to the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

Additional Terms and Conditions:

1. Scope of Contract: This Contract specifies the contractual terms and conditions by which the County will procure and receive services from Contractor as further detailed in the Scope of Services, identified and incorporated herein by this reference as "Attachment A."

2. Term of Contract: This Contract shall commence upon execution of all necessary signatures, and continue for three (3) calendar years from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.

3. Renewal: This Contract may be renewed by mutual written agreement of both Parties for seven (7) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

4. Adjustments – Scope of Work: No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.

5. Breach of Contract: The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

    a. Terminate the Contract immediately, pursuant to Section K herein;

    b. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

    c. Discontinue payment to the Contactor for and during the period in which the Contractor is in breach; and

    d. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

6. Civil Rights: Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

7. Conflict of Interest – Contractor's Personnel: The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Contractors; and third Parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

8. Conflict of Interest – County Personnel: The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The contractor shall not, during the period of this contract, employ any County employee for any purpose.

9. Contractor's Project Manager and Key Personnel: Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

    The Contractor's Project Manager and key personnel shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor's Project Manager.

    The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason

or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

10. Contractor Personnel – Reference Checks: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

11. Contractor's Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

12. Contractor's Records: The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned DPA.

13. Conditions Affecting Work: The contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the contractor to do so will not relieve contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this contract, unless such understanding or representations by the County are expressly stated in the contract.

14. Data – Title To and Use: All materials, documents, data or information obtained from the County data files or any County medium furnished to or accessible by the Contractor in the performance of this contract ("County Data") will at all times remain the property of the County. County Data also includes user identification information and metadata which may contain County Data or from which County Data may be ascertainable. Contractor acknowledges and agrees that, as between the Parties, County owns all right, title, and interest in all County Data.
    a. County Data may not be used or copied for direct or indirect use by Contractor, except as required in connection with performance of Contractor's duties under this Contract or as specifically directed by County in writing. Contractor shall not access County user accounts or County Data, except: (1) in the course of the provision of services/operations of the Mobile Fingerprint ID Solution systems, (2) in response to service or technical issues, (3) as required by the express terms of this Contract, (4) as required by law. Nothing herein shall be construed to confer any license or right to the Data, including user tracking and exception Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party unless the County gives prior express written consent and Contractor binds such third party to confidentiality and non-disclosure terms that are at least as protective of Contractor's and County's interests as the terms stated herein.
    b. Unauthorized use of County Data by Contractor, its officers, directors, employees, or agents, or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" includes, but is not limited to: (1) using for any purpose other than as required under this Contract in connection with providing the services hereunder; (2) disclosing, selling, assigning, leasing, or otherwise providing to third parties; (3) modifying or merging it with other Data; (4) Data mining or processing of Data for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized; (5) using the Data in any way after completion or termination of this

contract without the express written consent of the County; or (6) doing (or refraining from doing) any other thing that may in any manner adversely affect the integrity, security, or confidentiality of such County Data, other than as specified herein or as directed by County in writing.

c. All County Data, including copies, must be promptly returned or delivered to County upon County's written request or upon expiration or termination of this Contract, pursuant to Paragraph 24 of Additional Terms and Conditions ("Termination—Orderly"). Contractor shall provide a notarized written statement to County certifying that all County Data has been returned or delivered to County, and that no County Data has been retained by Contractor, unless permitted by law.

15. Reprocurement Costs: In case of Contract breach by Contractor, resulting in termination by the County, the County of Orange may procure the services from other sources. If the cost for those services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

16. Disputes – Contract:

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:

1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within ninety (90) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

17. Errors and Omissions: All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project

manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

18. Equal Employment Opportunity: The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

    Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

19. Contractor Personnel – Drug-Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

    a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

    b. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

        i. The dangers of drug abuse in the workplace;

        ii. The organization's policy of maintaining a drug-free workplace;

        iii. Any available counseling, rehabilitation and employee assistance programs; and

        iv. Penalties that may be imposed upon employees for drug abuse violations.

    c. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:

        i. Will receive a copy of the company's drug-free policy statement; and

ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County Contracts if the County determines that any of the following has occurred:

a. The Contractor has made false certification, or

b. The Contractor violates the certification by failing to carry out the requirements as noted above.

20. EDD Independent Contractor Reporting Requirements**:** Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays $600 or more or with whom the County enters into a contract for $600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations. (See Exhibit D.)

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Payroll_Taxes/FAQ-California_Independent_Contractor_Reporting.htm

21. News/Information Release: The contractor agrees that it will not issue any news releases in connection with either the award of this contract or any subsequent amendment of or effort under this agreement without first obtaining review and written approval of said news releases from the County through the County's project manager.

22. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor: Global Tel*Link Corporation dba ViaPath Technologies
3120 Fairview Park Drive, Suite 300
Falls Church, VA 22042
Attention: Claudia Regen
3120 Fairview Park Drive, Ste 300
Falls Church, VA 22042

For County:

County of Orange
Sheriff-Coroner Department/Purchasing Unit
320 N. Flower St
Santa Ana, CA 92703
Attention: Lorena Quirarte, Supervising PCS
Email: lquirarte@ocsheriff.gov

County of Orange
Sheriff-Coroner Department/Inmate Services Division
1530 S. State College Blvd
Anaheim, CA 92806
Attn: Buffy O'Neil
Email: boneil@ocsd.ocsheriff.gov

23. Precedence: The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the articles of this Contract, and then the exhibits and attachments.

24. Termination – Orderly: After receipt of a termination notice from the County of Orange, the Contractor shall submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

25. Usage: No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.

26. Gratuities: The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract

27. County Cooperative Contract: The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract

a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

28. Reports/Meetings: The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.

29. Security Requirements:

    A. Contractor shall, with respect to all employees of Contractor performing services hereunder:

        1. Perform background checks as to past employment history.

        2. Inquire as to past criminal felony convictions.

        3. Ascertain that those employees who are required to drive in the course of performing services hereunder have valid California driver's licenses and no DUI convictions within two (2) years prior to commencement of services hereunder.

        4. Perform drug screening to determine that such employees are not users of illegal controlled substances as defined by federal law.

    B. Contractor shall not assign to County property any Contractor personnel as to whom the foregoing procedures indicate:

        1. Inability or unwillingness to perform in a competent manner.

        2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.

        3. Where such employee's duties include driving a vehicle, absence of a valid California driver's license or a DUI conviction within the prior two (2) years.

        4. Usage of illegal controlled substances as defined by federal law.

    C. If any of the problems identified with respect to Contractor's employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property.

    D. Nothing herein shall render any employee of Contractor an employee of County.

    E. The Contractor's Personnel Requirements – All employees must pass the County's background check and meet all requirements as set forth below:

1. All personnel to be employed in performance of the work under this Contract shall be subject to security clearance. Clearance must be updated and renewed every twelve (12) months from original date of clearance.

2. No person, who is required to enter a secured facility of the Sheriff, shall be assigned to perform work under this contract that has not received prior clearance from the Sheriff-Coroner Department.

3. Within fifteen (15) days of the effective date of this Contract, Contractor shall prepare and submit a complete and accurate "Contractor Security Clearance" information form for all Contractor's employee who will be working on or who will need access to the Sheriff-Coroner's facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor's project manager. Contractor is also responsible for ensuring that anytime an employee is assigned to work on Sheriff-Coroner's facilities under this contract that a Security Clearance form is submitted and approved prior to that employee requiring access to such premises for providing services under this contract.

4. Contractor shall inform employees assigned to perform work within secured facilities of the Sheriff-Coroner that the employee is required to inform Contractor if/when any information provided on the security clearance form changes. Contractor shall submit an updated security clearance form whenever there is a change in information provided by an employee. Contractor shall be responsible for ensuring to submit Security Clearance forms in order to renew the Security Clearance(s) every twelve months. Renewal forms shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance; a security clearance is valid for 12 months from the date of issuance. If Contractor is submitting an updated form due to a change in information, said form shall be submitted within in 10 county working days of the employer becoming aware of the updated information.

5. Contractor Security Clearance information forms will be provided by County Project Manager upon request and will be screened by the Sheriff-Coroner's Department.

6. Contractor Security Clearance information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.

7. County will not give Contactor the reason an individual's clearance is denied, but will provide explanation to individual affected via U.S. Mail.

E. General Security Requirement-At Worksite:

1. When performing work at a Sheriff-Coroner facility, all work areas shall be secured prior to the end of each workday.

2. Workmen shall have no contact, either verbal or physical, with inmates in any facility while preforming work under this contract. Specifically:

   a. Do not give names or addresses to inmates.

   b. Do not receive any names or addresses from inmates.

   c. Do not disclose the identity of any inmate to anyone outside the facility.

   d. Do not give any materials to inmates.

   e. Do not receive any materials from inmates (including materials to be passed to another individual or inmate).

3. Contractor's personnel shall not smoke or use profanity or other inappropriate language while on site.
4. Contractor's personnel shall not enter the facility while under the influence of alcohol, illegal controlled substances as defined under federal law, or other intoxicants, and shall not have such materials in their possession.
5. Failure to comply with these requirements is a criminal act and can result in prosecution.
6. Contractor's personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
7. Contractor's personnel shall follow any special security requirements issued by the on-site contact person or escort Deputy.
8. Contractor's personnel shall report either to the on-site contact person when leaving the facility, temporarily or at the end of the workday.
9. Contractor's personnel shall immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the on-site contact person or any Sheriff's Deputy.
10. Contractor's personnel shall securely close and check all gates and doors to ensure that they are tightly closed and locked as they enter and exit various areas of the County facilities.
11. Contractor's personnel shall restrict all activities to the immediate work site and adjacent assigned areas necessary to performing work under this Contract.
12. Contractor's personnel shall remain with the assigned escort at all times, unless otherwise directed by the on-site contact person.

F. Potential Delays/Interruptions:

1. Contractor shall acknowledge that the primary purpose of the detention facilities is the safe and secure operation of those facilities.
2. Contractor's personnel who enter a Sheriff facility but have not passed the security screening, or who have falsified the security screening information are subject to immediate removal from the facility. Contractor's personnel who are assigned to work in a Sheriff facility who are determined to have outstanding wants or warrants may be detained by the Sheriff.
3. Contractor's personnel shall immediately comply with all directions and orders issued by Sheriff's personnel, other than changes regarding the quality or quantity of work, which will be controlled by County's project manager.
4. Contractor's personnel may be delayed or denied access to the facility due to unforeseen events that may affect the availability of security escorts.
5. Contractor's personnel may be ordered to leave a facility prior to the completion of their work or the end of the workday by unforeseen incidents occurring within secure environments. Such unforeseen incidents may also cause Contractor's personnel to be held inside the facility until the incident is resolved by the Sheriff's personnel.
6. Contractor may be subject to an inventory requirement where the Contractor shall supply an inventory list of all tools. The Facility will use this list for verification of tools entering and exiting security. Any and all time required to comply with the tool inventory and control program will not be considered a compensable delay and no requests for equitable

adjustment in time or additional compensation for this time will be considered.

30. Liquidated Damages: It is agreed by and between Contractor and the County that if this Contract is not correctly and completely performed on time and within the terms of the Contract, substantial injury and damages will be sustained by the County. Said injury and damages include any additional costs resulting from a delay in scheduled time frames by Contractor or inability of the goods and/or services to function properly and/or in accordance with the requirements contained in this Contract. Since it is and will be impractical and extremely difficult to quantify with certainty the actual injury and damages that the County will sustain by reason of Contractor's failure to meet certain requirements correctly and on time, it is therefore agreed that Contractor will pay to the County liquidated damages as set forth herein for each and every day of delay or failure. Any liquidated damages will be invoiced by County to Contractor. Payments for the invoiced amount(s) shall be due within thirty (30) days of Contractor's receipt of the invoice.

In the event the liquidated damages as set forth herein are not paid by Contractor, the County will deduct the amount of liquidated damages from any monies due Contractor under this contract.

This provision may be invoked at the sole option of the County by notification to the Contractor by certified return receipt mail.

If this Contract is not correctly and completely performed within the times set forth herein, the County shall have the right to increase the time for such performance and to waive the liquidated damages. Nothing herein shall be construed as giving Contractor a right to extra time for performance.

LIQUIDATED DAMAGES	
Description	**Amount**
ITS Any changes to the monthly collect call threshold; all changes must be approved by County prior to implementation.	$350.00 per day from the day the unauthorized change was implemented through the date Contractor discontinues the unapproved fees and/or charges.
ITS Instances where Contractor does not follow County's direction for the configuration of private call numbers on an individual or bulk basis or timely response and reporting to County associated with private number requests.	$1,000.00 per occurrence
Tablets Any unauthorized applications, website accesses, or related breach of security whereby inmates are able to access unapproved networks, materials and/or content.	$1,000 per occurrence
Tablets Failure to maintain adequate inmate to Tablet ratio for more than 60 days (2 months) under circumstances within Contractor's control.	$1,000 per month after 60 days and until the adequate ratio is met.

All Inmate Communication Services With the exception of applicable taxes and fees required by law and/or regulation, any charges/fees added to the called party's bill or account or inmate without the express written consent of County.	$350.00 per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued.
All Inmate Communication Services Unauthorized free calls, video visitation sessions or Tablet transactions completed by Contractor, including allowing access to unauthorized wireless networks.	$2.00 per completed, unauthorized free call.
All Inmate Communication Services Remote access to the ITS, VVS or Tablet user application not provided at the time of initial implementation.	$500.00 per month for each user application not provided by the due date specified.
All Inmate Communication Services Revenue share payments, ITS traffic detail reports, billing files, CDRs, VVS detail reports, Tablet transaction reports and/or all other reports not containing the required fields, received by the County after the date specified in **Attachment A, Section A (General Conditions)**. If the revenue share payment is late, reporting is late, and/or reports do not contain all required fields, late charges/interest for all three shall apply. Revenue share payment discrepancies must be resolved by Contractor and to County's reasonable satisfaction within thirty (30) days of receipt of notification of a discrepancy from the County and/or its Authorized Representative, or such discrepancy is subject to late charges as described and/or termination of this Contract at the sole discretion of the County and/or any legal course of action the County elects to pursue.	5% per month of the revenue share amount due for any revenue payment not received by the due date. $750.00 per month for each report not received by the due date specified or for each report that does not contain all of the fields and information identified in **Attachment A, Section A (General Conditions)**. $100.00 per day for any daily CDR reports not submitted by Contractor or for each day where the CDR report does not contain all of the fields and information identified in **Attachment A, Section A (General Conditions).**
All Inmate Communication Services Any changes to the rates without the express written approval of County. Contractor must issue refunds to all overcharged end-users, to the extent, and after exertion of commercially reasonable due diligence efforts, contact information for such end-user is known to Contractor, or inmates within five (5) business days; a list of the issued credits must be provided to County as documentation. County will not issue a refund of revenue-share or cost recoupment for unapproved rate increases.	$2.00 per completed call, video visitation session or Tablet transaction which was rated/charged using the unauthorized rates(s).
All Inmate Communication Services Any bill types, transactions, or applications implemented or removed regarding the processing and/or completion of inmate telephone calls without the express written consent of County.	$500.00 per day for each day the bill type, transaction, or applications is implemented or removed.

All Inmate Communication Services Due to Contractor's action(s), if any installation, initial or additionally requested inmate communications equipment is not completed within the timeframe allowed in the agreed-upon implementation plan.	$500.00 per day for each day after the agreed-upon date until the installation is complete.
All Inmate Communication Services Contractor shall be responsible for resolving any reported repairs or replacements within ten (10) days following the date of notification of a service request or inmate communication service failure ("Cure Period"). Should Contractor fail to resolve the reported repair or replacement within the specified Cure Period, Contractor may be liable for liquidated damages.	$500.00 for each day after the Cure Period and for each reported repair or replacement that the Contractor fails to resolve, until each reported repair or replacement is resolved by Contractor.
All Inmate Communication Services When County suffers one or more lost, unrecoverable or un-useable recording(s). County agrees to notify Contractor of such instances and provide up to seven (7) days per instance for Contractor to produce the call recordings.	$1,000.00 per occurrence.
All Inmate Communication Services Contractor shall adhere to County's performance process when upgrading each inmate communications service, software, equipment, or performing any changes to the inmate communications which affect the scope under this Contract. Any deviation from the process may result in liquidated damages incurred by Contractor.	$500.00 per occurrence.

31. Licenses and Adhereance to Laws: Contractor shall, at all times during the term of this Contract, maintain in full force and effect such licenses as may be required by the State of California or any other governmental entity for Contractor to perform the duties specified herein and provide the services required pursuant to this Contract. Contractor shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, state, or federal governmental entities.

32. Subcontractors: Any subcontractor selected for work associoated with this contract shall be licensed in the State of California in his/her/its particular field. The Contractor is prohibited from entering into a contract with any subcontractor if the subcontractor is ineligible to bid, work or be awarded a contract pursuant to California Labor Code Sections 1777.1 or 1777.7. By an appropriate agreement, written where legally required for validity, Contractor shall require each subcontractor, to the extent of the work to be performed by subcontractor, to be bound to the Contractor in terms of the Contract, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract, assumes toward the County. Contractor shall be fully responsible to County for the acts and omissions of subcontractors and all persons directly or indirectly employed by them as it is for the acts and omissions of itself and of persons directly or indirectly employed by it and shall pay each subcontractor promptly the amount allowed Contractor on account of such subcontractor's work to the extent of such subcontractor's interest therein.

33. Bonds: Contractor shall furnish, at time of signing the Contract, one (1) surety bond which shall protect the laborers and materialmen and shall be for one hundred percent (100%) of the value of the Contract, and one (1) surety bond in the amount of one hundred percent (100%) of the value of the Contract, guaranteeing the faithful performance of the Contract; said bonds to be first approved by the office of the County Counsel and the CEO Risk Manager of Orange County. Such bonds shall be in the form provided in the Contract (Attachment H) and issued and executed by an admitted surety insurer (authorized to transact surety insurance in California) acceptable to the County. (E.g., if bonds are issued through a surplus line broker, both the surplus line broker and the insurer with whom he is doing business for purposes of this project must be licensed in California to issue such bonds).

    If any surety upon any bond furnished in connection with this Contract becomes unacceptable to County, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by County, Contractor shall promptly furnish such additional security as may be required by the County to protect the interests of County and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

34. Labor Code Requirements: Contractor and all subcontractors shall comply with all applicable requirements of the Labor Code throughout the performance of the Contract. Contractor and all subcontractors must comply with the requirements of labor code section 1771.1(a), pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

    Contractor and any subcontractor(s) shall comply with the provisions of California Labor Code Sections 1771 *et seq.*, and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages in this locality as determined by the Director of Industrial Relations. County has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute the Contract from the Director of the Department of Industrial Relations. Copies of the prevailing wage rates are on file at County's principal office. Copies may also be obtained from the State Office, Department of Industrial Relations or from the Department of Industrial Relations website: http://www.dir.ca.gov. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contractor.

    If the Contract is federally funded, Contractor and any subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor. Contractor and any subcontractor(s) shall comply with the provisions of Labor Code Section 1775. Contractor and any subcontractor(s) shall be subject to a penalty in an amount up to $200, or a higher amount as provided by Section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done by the Contractor or subcontractor(s) under the Contractor.

    Contractor shall comply with the provisions of Labor Code Sections 1775 (penalties for prevailing wage violations) and 1813 (forfeiture for overtime violations). Unless the Contract involves a dollar amount less than that specified in Labor Code Section 1777.5 or does not meet the requirements of that section, this Contrract is governed by the provisions of Section 1777.5 and Contractor shall comply with Labor Code Section 1777.5 for all apprenticeable occupations.

    As provided by Labor Code Section 1810, 8 hours of labor shall constitute a legal day's work, and 40 hours shall constitute a legal week's work. The time of service of any worker employed under the Contract shall be restricted to 8 hours during any one calendar day, and 40 hours during any one calendar

week, except as provided herein. Contractor shall forfeit to COUNTY $25, or a higher amount as provided by Labor Code Section 1813, for each worker employed in the performance of this Contract by Contractor or by any subcontractor(s) for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except as provided by Labor Code Section 1815. Contractor and any subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

The requirements of Labor Code Section 1776 provides in part:

A. Contractor and any subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor(s) in connection with the work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
   (1) The information contained in the payroll record is true and correct.
   (2) The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.

B. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.

C. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.

D. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any subcontractor fails to comply within the 10-day period, he, she or it shall, as a penalty to County, forfeit $100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section. In the performance of the terms of this Contract and pursuant to Labor Code Section 1735, Contractor agrees that he/she/it will not engage in nor permit such subcontractors as he/she/it may employ to engage in discrimination against any employee or applicant for employment on the basis of race, sex, color, religion, ancestry, national origin, marital status, age or as an otherwise qualified physically disabled individual. This prohibition shall pertain to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay and other forms of compensation; selection for training, including apprenticeship; and any other action or inaction pertaining to employment matters.

35. State Funds- Audits: When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, the Contractor agrees to allow the Contractor’s financial records to be audited by auditors from the state of California, the County of Orange, or a private auditing firm hired by the state or the County. The County or state shall provide reasonable notice of such audit.

Pursuant to and in accordance with Section 8546.7 of the California Government Code, in the event that this Contract involves expenditures of Public funds aggregating in excess of Ten Thousand Dollars ($l0,000), the parties shall be subject to the examination and audit of the Auditor General of the State of California for a period of three (3) years after final payment under this Contract.

The Contractor shall maintain records for all costs connected with the performance of this Contract including, but not limited to, the costs of administering the Contract, materials, labor, equipment, rentals, permits, insurance, bonds, etc., for audit or inspection by County, State, or any other appropriate governmental agency during the three (3) year period.

36. Contractor Responsibility: Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general, specific and local conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve him/her/it from responsibility for successfully performing the work without additional expense to County. County assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, employees or agents prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in the Contract.

    Contractor shall carefully study and compare all drawings, specifications, and other instructions to identify any errors, inconsistencies, omissions, ambiguities, interference, etc., and shall, at once, report to the County any and all errors, inconsistencies, omissions, ambiguities, interference, etc., in a timely manner, before it is a problem. Contractor is responsible for all such problems which are known or should have discovered by a reasonably diligent review, and performance which are known or should have known is inconsistent with the general design concept or with industry standards.

38. Data Protection: Protection of personal privacy and Data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of County Data at any time. Contractor shall safeguard the confidentiality, integrity, security, and availability of County Data. To this end, Contractor shall comply with the following conditions:
    a. In addition to any other rights and obligations set forth in the Contract in Paragraph S ("Confidentiality") and Paragraph T ("Compliance with Laws") of the General Terms and Conditions, and in the Scope of Work, the Contractor shall comply as required with:
        i. The California Information Practices Act (Civil Code Sections 1798 et seq).
        ii. NIST Special Publication 800-53 Revision 4 or its successor.
        iii. Privacy provisions of the Federal Privacy Act of 1974.
        iv. PCI DSS
    b. Contractor must keep and maintain Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss, and Contractor may not otherwise use, disclose, modify, merge with other Data, commercially exploit, make available or make any other use of County Data or take, or refrain from taking, any other action that might, in any manner or form, adversely affect or jeopardize the integrity, security, or confidentiality of County Data, except as expressly permitted herein or as expressly directed by County in writing.
    c. Excluding uses related to Contractor's performance herein, at no time shall any Personal Data and Non-Public Data or processes which either belong to or are intended for the use of County or its officers, agents or employees be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction without the express written consent of the County except as permitted in Paragraph 14 ("Data – Title To and Use ").

39. Security Incident, Data Breach, Technical Failure, Human Error:
    a. Notwithstanding any other obligations Contractor may have under applicable law, Contractor

agrees to notify the County within the earlier of either forty-eight (48) hours after discovery or reasonable belief of any security incident, data breach, technical failure, or human error (collectively "Incident(s)"), or two (2) hours after Contractor's validation of an actual or suspected Incident(s). Notification must be given in the most expedient time possible and without unreasonable delay. Verbal notification may be followed by a written report. Contractor's notification shall identify:

i. The nature of the Incident(s);
ii. Any Data accessed, used, lost, modified, or disclosed;
iii. Any other impact the Incident(s) may or will have on County or individuals;
iv. The person(s) who accessed, used, lost, modified, or disclosed and/or received Data (if known);
v. What Contractor has done or will do to quarantine and mitigate the Incident(s), provided, however, that if the resolution path is unknown at the time notice is provided, Contractor shall promptly advise County that the resolution path is unknown and Contractor shall immediately work to determine the resolution path;
vi. Expected resolution time, if known at the time of notice; and
vii. What corrective action Contractor has taken or will take to prevent future Incident(s).

b. Contractor will provide daily updates, or more frequently if required by the County, regarding findings and actions performed by Contractor until the Incident(s) has been effectively resolved to the County's satisfaction.
c. Contractor shall quarantine the Incident(s), ensure secure access to Data, and repair the system as needed.
d. If the Contractor causes or knowingly experiences a breach of the security of the Data containing personal information, as defined by Civil Code Section 1798.3, Contractor shall immediately report any breach of security of such system to the County's Project Manager, County's Security Contact, and County Counsel following discovery or notification of the breach in the security of such Data. The County shall determine whether notification to the individuals whose Data has been lost or breached is appropriate. If personal information of any resident of California was, or is reasonably believed to have been acquired by an unauthorized person as a result of a security breach of such system and Data that is not due to the fault of the County or any person or entity under the control of the County, Contractor shall bear any and all costs associated with the County's notification obligations and other obligations set forth in Civil Code Section 1798.29 (d) as well as the cost of credit monitoring, subject to the dollar limitation, if any. These costs may include, but are not limited to staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach of the security of such personal information.
e. Contractor shall conduct an investigation of the Incident(s) and shall share the report of the investigation with the County. The County and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the County, its agents and law enforcement.
f. After any significant Data loss or as a result of any disaster or catastrophic failure that results in significant Data loss or extended loss of access to Data or services, Contractor shall notify County by fastest means available and in writing, within the earlier of either twenty-four (24) hours after Contractor reasonably believes there has been such a Data loss, Data Breach, disaster, or catastrophic failure, or two (2) hours after Contractor's validation of an actual or suspected disaster or catastrophic failure. Contractor shall conduct an investigation of the disaster or catastrophic failure and shall inform County of its preliminary assessment of the scale and quantity of County Data loss, Contractor's intended actions to recover County Data from backups and mitigate any deleterious effect of County Data and Services loss, and corrective action Contractor will take to prevent future loss. Contractor will, at its expense, have an independent, industry-recognized, County-approved third party perform an information security audit. The audit results shall be shared with the County within seven (7) days of Contractor's

receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide the County with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract. Contractor shall cooperate fully with County, its agents and law enforcement related to this failure.

40. Incident Resources: In addition to the other obligations that Contractor may have under the Contract, including Contractor's responsibilities for certain costs in connection with Incidents as provided in Paragraph 41 of Additional Terms and Conditions ("Incident Costs"), Contractor shall, consistent with County's reasonable instructions, if any, which will be based on County's assessment of each Security Incident and that any harm that County reasonably anticipates may result therefrom:
    a. Assist in the identification of affected Persons and relevant jurisdictions;
    b. Allocate resources and training to manage inquiries;
    c. Provide affected Persons with such assistance (e.g., as to the availability and use of credit monitoring, etc.) as County deems reasonable under the circumstances;
    d. Promptly assist County with the delivery of electronic, hard copy, and telephone notifications to affected individuals, as provided to Supplier by County; and,
    e. Undertake a procedural review and audit to determine any appropriate corrective measures to avoid the recurrence of a similar situation, and promptly report to County all correction actions taken.
    f. Supplier shall not many any announcement or publish or otherwise authorize any broadcast of any notice or information about an Incident without the prior written consent of and prior written Approval by the County of the content, media and timing of any such announcement, publication, or broadcast.

41. Incident Costs: If an Incident results from Contractor's acts or omissions and County determines notice of the Incident is required to be provided to affected persons, Contractor shall provide the notification assistance described in Paragraph 40 of Additional Terms and Conditions ("Incident Resources") at no cost to County, including actions necessary to provide notices as required by law. Contractor will bear all reasonable costs and expenses for mitigation actions incurred as a result of such Incident primarily caused directly or indirectly by Contractor, including the mitigation costs incurred in connection with opening and closing accounts, printing new checks, embossing new cards, providing notice, printing and mailing notices, answering inquiries by affected individuals, and obtaining credit monitoring services and identity theft insurance for no longer than a one (1) year period or such timeframe as may be required by applicable Law for those individuals who have been affected by such Incident. In the event there are damages and/or expenses, including attorney's fees, which Contractor is obligated to pay and pays under this section, and it is finally determined that liability for such damages and/or expenses, including attorney's fees, is attributable to acts or omissions by the County, County shall reimburse Contractor for such damages and/or expenses, including attorney's fees, paid by Contractor in proportion to the percentage of liability for such damages and/or expenses, including attorney's fees, finally determined to be attributed to the County.

42. Security Processes: The Contractor shall disclose its non-proprietary security processes and technical limitations to the County such that adequate protection and flexibility can be attained between the County and the Contractor. The County and the Contractor shall share responsibilities, as set forth in Attachment [TBD].

43. Security Failures: County has the right to immediately terminate this Contract with cause pursuant to Paragraph K ("Termination") of General Terms and Conditions if County in its sole discretion determines there is a Security Failure. A Security Failure means Contractor or its subcontractors, or the employees or agents of the foregoing, does not meet the security requirements of this Contract, including any backup, disaster recovery, or other policies, practices, or procedures related to security of County Data and County Resources. The remedy provided in this paragraph is not exclusive and is

in addition to any other rights and remedies provided by law or under this Contract.

44. Inspection, Acceptance, Testing and Reporting:
    a. Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the County covering goods and/or services under this Contract and will tender to the County only those goods and/or services that have been inspected and found to confirm to this Contract's requirements. The Contractor will keep records evidencing inspections and their result and will make these records available to the County during Contract performance and for three (3) years after final payment. The Contractor shall permit the County to review procedures, practices, processes and related documents to determine the acceptability of the Contractor's quality assurance system or other similar business practices related to performance of the Contract.
    b. Monthly Inspections/Testing: The Contractor shall be required to schedule and conduct monthly quality assurance inspections and/or testing on all equipment, as outlined in **Attachment A, Section C (Customer Service)**, to ensure that: (a) the recorded messages played during telephone calls are functioning properly and are heard by both the inmate and the call recipient; (b) the list of private call numbers is up-to-date and such calls are not being monitored or recorded; and (c) the PIN features are working properly.
    c. Monthly Reporting: As outlined in **Attachment A, Section C (Customer Service),** a description of the actions taken by Contractor during the monthly inspection and/or testing, as well as the results thereof, shall be documented in a written and/or verbal report to the County Project Manager, as may be requested by the County, no later than the 10th day of each month.
    d. All goods and/or services may be subject to inspection and test by the County or its authorized representatives. The Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection. Final inspection, test and acceptance by the County may be made at destination, notwithstanding any payment or inspection at the source. County may rely on Contractor's existing quality assurance system as a substitute for County inspection and testing.

45. Compatibility of Resources: All Services, software, assets, hardware, equipment, and other resources and materials provided by Contractor to County, otherwise utilized by Contractor, or approved by Contractor for utilization by County, in connection with this Contract, (collectively, the "Contractor Resources") must be successfully and fully integrated and interfaced by Contractor and must be compatible with all applicable County software, hardware, systems, items, and other resources owned by or leased or licensed to County or that are provided to County by third party contractors (collectively, the "County Resources"). To the extent any interfaces need to be developed or modified in order for the Contractor Resources to integrate fully and successfully and be compatible with the County Resources, Contractor is responsible for the development or modification of such interfaces and for such integration, and all such activities are deemed to be Services within the scope of this Contract.

46. Documentation:
    a. The Contractor agrees to provide to the County, at no charge, all Documentation as described within **Attachment A, Scope of Work**, and updated versions thereof, which are necessary or useful to the County in its use of the goods and/or services provided hereunder. At no additional charge to County, Contractor shall provide County with electronic copies of Documentation developed for County pursuant to this Contract (or otherwise required to be provided to County under this Contract and which Contractor is authorized to provide) in an editable format, as requested by County, to enable County to fully utilize, as permitted under this Contract, the goods and/or services. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation.
    b. The Contractor agrees that the County may reproduce Documentation for its own use in

maintaining the goods. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the County may have hired to maintain the goods to use the above noted Documentation. The County agrees to include the Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided by the Contractor.

47. Corrective Action: In the event any goods and/or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements in this Contract, it shall become the duty of the Contractor to immediately advise the County of the failure and correct the goods or performance of services without expense to the County. If corrective action (including but not limited to patches, bug fixes, updates) is taken by the Contractor in the provision of similar goods or services in other jurisdictions, such corrective action shall be provided to the County at no additional cost if such corrective action is needed for the Contractor to meet its obligations under this Contract.

48. Notice Regarding Other Jurisdictions: Contractor shall promptly notify the County Project Manager and County Counsel upon discovery or reasonable belief of the following: (a) Incident(s) known or reasonably known to have occurred in the provision of similar inmate/prisoner telecommunication services in another jurisdiction; (b) any claim or action against, or any loss by, Contractor that involves or may reasonably be expected to involve similar inmate/prisoner communication services; (c) the initiation of any government investigation that may result in a finding that Contractor is not in compliance with all applicable federal, state and local laws.

Notice to County Counsel shall be provided to:
Leon Page
Orange County Counsel
333 W. Santa Ana Blvd., Ste. 407
P.O. Box 1379
Santa Ana, CA 92702

49. Legal Requests and Appearances
    a. Responding to Legal Requests: Contractor shall promptly notify the County upon receipt of any legal requests, including but not limited to subpoenas, court or administrative agency orders, service of process, or requests by any person or entity (other than Contractor's employees), which in any way might reasonably require access to the County's Data. Contractor shall notify the County by the fastest means available and also in writing, unless prohibited by law from providing such notification. Contractor shall provide such notification within one business day after Contractor receives the request. Thereafter, Contractor shall comply with such legal requests only to the extent required by applicable law. In responding to legal requests, Contractor shall take measures to protect Personal Data or Non-Public Data, the disclosure of which would violate Contract terms, court orders, and/or applicable state or federal law. Such protective measures may include, but are not limited to, seeking protective orders or filing the Data under seal. Contractor shall not respond to legal requests directed to the County unless authorized in writing to do so by the County.

    b. Personal Appearances: Upon request by the County, Contractor shall make appropriate employees or agents available to appear in court, submit to examination under oath, and cooperate in the investigation or settlement of a claim. This applies in criminal, civil or administrative legal proceedings in response to requests or demands for testimony or records concerning information acquired in the course of an employee or agent performing official duties or because of the employee's or agent's official status regardless of whether the person would otherwise be subject to service of a subpoena or other legal process in the State of California.

50. Cyber Security Audits:

a. Every Contract year, County may audit the Contractor's security standards, via a security questionnaire and corresponding written verification of the questionnaire with supporting documentation by Contractor (an "Audit").

b. Contractor will provide to County upon request the most recent third-party SOC 2 Type 2 report. County may also have the right to review Plans of Actions and Milestones (POA&M) for any outstanding items identified by the SOC 2 Type 2 report requiring remediation as it pertains to the confidentiality, integrity, and availability of the County Data.

c. In the event of a Level 1 Security Incident, Contractor's obligations to County under subsection (f) of paragraph 39, *supra*, shall apply.

-Signature Page to Follow-

CONTRACT SIGNATURE PAGE

The Parties hereto have executed this Contract# MA-060-21011490 for Inmate Communication Services on the dates shown opposite their respective signatures below

Contractor*: Global Tel*Link Corporation dba ViaPath Technologies

By: _____ Title: President and Chief Executive Officer

Print Name: Deb Alderson Date: March 21, 2022

Contractor*: Global Tel*Link Corporation dba ViaPath Technologies

By: _____ Title: Chief Financial Officer and Treasurer

Print Name: John Pitsenberger Date: March 21, 2022

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California

Sheriff-Coroner Department

By: _____ Title: Purchasing Manager

Print Name: Frederick Lyle Rossow Date: 5-24-22

Approved by the Board of Supervisors: 5-24-22

Approved as to Form
Office of the County Counsel
Orange County, California

By: _____
Deputy

ATTACHMENT A
SCOPE OF WORK

Contractor shall provide comprehensive Inmate Communication Services that will include state of the art technology and will adhere to all industry standards, best practices, and applicable laws. Contractor shall provide, install and maintain various inmate communication solutions inclusive of an inmate and visitation telephone system (ITS), video visitation solution (VVS), correctional-grade tablets (Tablets) and payment kiosks. ITS services will be provided for the Sheriff and Probation; VVS, Tablets and payment kiosks will be provided for the Sheriff only.

One of the key objectives is to enable inmates to communicate with family, friends and others in the community while also controlling inmate usage and limiting the use of the ITS, VVS, and Tablets for illicit activity. A necessary part of the service is to ensure the safety and security of staff, inmates, and the public through the use of current technology.

Contractor shall provide the services in County facilities at no cost to the Sheriff, Probation or the County. All cost for services shall be the responsibility of the Contractor, including but not limited to, equipment, installation, connectivity, maintenance, storage, hardware, software, security, training, and any other implementation services necessary to furnish the County with state of the art technology and equipment to meet the specification herein.

SECTION A - GENERAL CONDITIONS	
SUBSECTION 1 - PROJECT SCOPE	
REQUIREMENT NUMBER	**DESCRIPTION**
1.001	Contractor shall provide a turn-key inmate calling solution which shall include, without limitation, collect, pre-paid collect, pre-paid card, debit and free calls and visitation sessions. Contractor shall install and operate all inmate and visitation telephones, and related equipment. Contractor shall, without cost to County, provide all wiring for the inmate and visitation telephones, install the inmate and visitation telephones and the related hardware and software specifically identified herein, to enable inmates at the Facilities to complete, without limitation, local, long distance and/or international , pre-paid collect, pre-paid card, debit and free calls and visitation sessions from the Facilities.
1.002	Contractor shall provide a turn-key video visitation solution (VVS) which shall include, without limitation, automated scheduling software and the completion of remote video visitation sessions at the County's Sheriff Facilities. Contractor shall install and operate all video visitation stations and related equipment. Contractor shall, without cost to County, provide all wiring for the video visitation stations, install the video visitation stations and related hardware and software specifically identified herein, to enable visitors/end-users to schedule and complete onsite and remote video visitation sessions with inmates at the Sheriff Facilities.
1.003	Contractor shall provide a correctional-grade mobile device/tablet solution (“Tablets”) for Sheriff Facilities at no cost the County. The Tablets shall, at a minimum, have the capability to access various content to applications including VVS, mobile calling, electronic messaging, education, instructional material, entertainment, media, inmate requests, medical requests, inmate grievances/requests, commissary ordering, law library, and religious content.

1.004	Contractor shall provide booking and lobby/payment kiosks ("Kiosks") for Sheriff Facilities at no cost the County. The kiosks shall, at a minimum, have the capability to load funds to an inmate's debit and commissary/trust accounts and receive court fines/fees from the public.
SUBSECTION 2 -ITS REVENUE SHARE, PAYMENT AND REPORTING	
2.001	Gross Revenue generated by and through the ITS consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor that are in any way connected to the provision of ITS service pursuant to this Contract. Gross Revenue includes, by way of example and not limitation, all the following: all surcharges; per minute fees and any additional fees and/or charges generated by the completion of all calls (including any combination of free, collect, debit, and pre-paid Local, Intralata/Intrastate, Intralata/Interstate, Interlata/Intrastate, Interlata/Interstate and International calls); additional fees and/or charges added to the total cost of a call or added to the called party's bill; or any other compensation received by Contractor.
2.002	Contractor shall not reduce total Gross Revenue (as defined above) for any deductions associated with fees, adjusted durations, unbillable calls, bad debt, uncollectible calls, taxes, fraudulent calls, or any other Contractor expense.
2.003	Any additional fees to be added to the called party's bill or paid by the calling or called party (including those associated with establishing/funding pre-paid collect accounts) for inmate telephone calls from Sheriff Facilities must be approved by County prior to implementation.
2.004	County shall notify Contractor of any unapproved additional fees and/or charges associated with ITS of which County becomes aware are. The unapproved fees and/or charges are subject to liquidated damages as specified in **Additional Terms and Conditions #30**.
2.005	Should County and Contractor mutually agree that the charges/fees are to be discontinued, Contractor shall refund each called party for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
2.006	For ITS, Contractor shall pay the greater of **$83,333.33** MMG ($999,999.96 annually), or the monthly revenue share amount of **64%**, calculated on Gross Revenue as defined in this section as specified in **Attachment A, Section L (Rates, Fess, and Revenue Share)**. The MMG/Revenue Share payments shall be due and payable on or before the 15th of each month following the month of traffic.
2.007	County shall recoup from Contractor **$50,000.00** monthly for certain administrative and operational expenses ("Administration Fee") in connection with the provision of inmate communication services as specified in **Attachment A, Section L (Rates, Fees, and Revenue Share)**. The Administration Fee shall be due and payable on or before the 15th of each month.
2.008	Should a federal, state or local regulatory agency issue a ruling that significantly lowers the calling rates or fees in the Contract, Contractor shall adjust the calling rates and make them in compliance with the calling rates implanted by the regulatory agency or terminate the Contract without penalty to County so that County may select another Contractor.
2.009	Notwithstanding the foregoing, Gross Revenue does not include the following items:
2.010	Required regulatory charges and taxes that are intended to be paid by the called party or inmate and then remitted 100% by the billing party to the appropriate governmental agency.

2.011	A "Free" call shall be defined as a call not generating any revenue or compensation for Contractor. Calls to telephone numbers that appear on the free call list supplied by County or from inmate telephones approved by County to process free calls shall not generate revenue or compensation for Contractor and shall not be eligible for revenue-share to County. Only those numbers designated by County on the free call list and inmate telephones approved by County to process free calls shall be marked as "Free" in the ITS and designated as such in the call detail records. In the event Contractor receives revenue or compensation, notwithstanding the source, from any third party related to a completed free call, such revenue shall be included in Gross Revenue and eligible for revenue-share to County. Unauthorized free calls are subject to liquidated damages as specified in **Additional Terms and Conditions #30.**
2.012	Complimentary calls associated with Contractor's pre-paid collect program are not included in Gross Revenue and revenue share is not payable by Contractor.
2.013	Pre-Paid Collect Funding Fees - Pre-paid collect funding fees are defined as fees imposed on called parties who set up or fund a pre-paid collect account with Contractor or a third party (i.e., Western Union) to accept calls. The pre-paid collect funding fee shall not be applied on a per-call basis. All pre-paid collect fees must be approved by County and are subject to liquidated damages as specified in **Additional Terms and Conditions #30**.
2.014	A call is deemed complete, and considered part of Gross Revenue (as described above), when a connection is made between the inmate and the called party, whether such connection is established by positive acceptance or by live or automated machine pick-up (e.g. when the ITS considers a tone from an answering machine, voicemail as acceptance). The call shall be deemed complete and eligible for revenue-share regardless if Contractor can bill or collect revenue on the call.
2.015	Contractor agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the inmates, including but not limited to any and all taxes as applicable for the ITS services such as collect, debit, pre-paid and any other calls.
2.016	Revenue-share for pre-paid cards shall be based on the face value of the pre-paid cards purchased by County. Revenue-share shall be due to County in the traffic month County placed the pre-paid card order and payable as described in **Section A (General Conditions)**.
2.017	Contractor shall invoice County the full amount of the pre-paid cards purchased within 15 days of receipt of the pre-paid cards.
2.018	Should County cancel the pre-paid card services at the Facilities, Contractor shall deactivate any unused pre-paid cards which have a full balance at the time of the cancellation of the pre-paid card program. The final pre-paid card invoice shall include a credit for all unused pre-paid cards which have a full balance.
2.019	Revenue share for debit calls shall be based upon total Gross Revenues (as defined above) generated from debit call purchase or usage and is payable as described in this **Section A (General Conditions)**.
2.020	On the 5th day of the month following the month of traffic, Contractor shall submit a monthly invoice and corresponding debit purchase or usage report to County for the full amount of the debit purchased or used (less any issued refunds) for the prior traffic month.
2.021	Payments and reports for ITS are due to County on or before the 15th day of the month following the traffic month.

2.022	Contractor shall provide monthly revenue share and Administration Fees and traffic detail reports to County via these methods:
2.023	County requests that all payments be sent via wire transfer; and
2.024	Contractor shall send the traffic detail reports electronically in Comma Separated Values (CSV) format.
2.025	Traffic detail reports shall include a detailed breakdown of all ITS activity, including but not limited to all collect, pre-paid and debit calls for each inmate telephone at the Facilities:
2.026	Facility Name;
2.027	Facility Identification Number;
2.028	Facility Address (Street, City, State and Zip);
2.029	Automatic Number Identifier;
2.030	Inmate Telephone Station Port/Identifier;
2.031	Inmate Telephone Location Name;
2.032	Local Calls, Minutes, Gross Revenue (Per Inmate Telephone);
2.033	Intralata/Intrastate Calls, Minutes, Gross Revenue (Per Inmate Telephone);
2.034	Interlata/Intrastate Calls, Minutes, Gross Revenue (Per Inmate Telephone);
2.035	Intralata/Interstate Calls, Minutes, Gross Revenue (Per Inmate Telephone);
2.036	Interlata/Interstate Calls, Minutes, Gross Revenue (Per Inmate Telephone);
2.037	International Calls, Minutes Gross Revenue (Per Inmate Telephone);
2.038	Revenue Share Rate (%);
2.039	Total Calls, Minutes, Gross Revenue and Revenue Share Amount (Per Inmate Telephone); and
2.040	Traffic Period and Dates.
2.041	Contractor shall supply a report of all pre-paid card orders processed during the traffic month to include (at a minimum) the order date, invoice number, invoice date, gross amount of the order, revenue-share rate and revenue-share total.
2.042	Contractor shall provide daily raw Call Detail Records (CDRs) the next business day following the day of traffic and monthly billing files to County no later than the 15th day of the month following the month of traffic.
2.043	The daily raw CDRs shall contain all calls (both attempted and completed) which originate from Sheriff facility(s) for each day and each time of the day for the period said raw CDRs are requested. The raw CDRs shall contain the unedited data including all fields and all field content which is legally permitted to be released. The CDRs shall be accompanied with a complete file map and complete file legend. The raw CDRs shall include (without limitation) the following fields:
2.044	Facility Name;
2.045	Facility Identification Number;
2.046	From ANI;
2.047	To ANI;
2.048	Batch Number / ID;
2.049	From City;
2.050	From State;
2.051	To City;
2.052	To State;

2.053	Station Port/Identifier;
2.054	Phone Name or Location;
2.055	Inmate Name;
2.056	Inmate Identification Number;
2.057	Personal Identification Number;
2.058	Pre-Paid Card Identification Number;
2.059	Revenue Period;
2.060	Call Start (yymmdd; mmss);
2.061	Call End (yymmdd; mmss);
2.062	Seconds;
2.063	Call Type (e.g. local, etc.);
2.064	Bill Type (e.g. free, collect, etc.);
2.065	Call Cost;
2.066	Tax;
2.067	Validation Result;
2.068	Termination Reason;
2.069	LIDB Status/Code; and
2.070	Completion/Accept Indicator.
2.071	Contractor shall provide a miscellaneous charges/fees report which shall include a breakdown of all charges and fees applied to (without limitation) calls and accounts from the Facilities covered under the Contract, including but not limited to: single call fee(s), pre-paid collect funding fee(s), collect billing fee(s) regardless of whether the charge/fee was assessed directly by Contractor or a third party. The miscellaneous charges/fees report shall contain (without limitation) the following information:
2.072	Facility Identification Number;
2.073	Date;
2.074	County Identification Number;
2.075	To ANI;
2.076	Billed Account;
2.077	Transaction Type;
2.078	Bill Type;
2.079	Fee Type;
2.080	Instance Type; and
2.081	Fee Amount.
2.082	Revenue share payments, usage detail reports, or reports not containing the required fields, received by County after the date specified above are subject to liquidated damages as specified in **Additional Terms and Conditions #30.**
SUBSECTION 3 - VVS REVENUE SHARE, PAYMENT AND REPORTING	

3.001	VVS Gross Revenue consists of all compensation, earning, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor and in any way connected to the provision of video visitation service pursuant to this Contract. Gross Revenue includes, by way of example and not limitation, the following: all costs, charges, and fees added to the total cost to visitors or inmates for the completion/scheduling of all remote video visitation sessions, or any other compensation received by Contractor for the completion of all remote video visitation sessions.
3.002	Notwithstanding the foregoing, Gross Revenue does not include the following items:
3.003	A "Free" video visitation session defined as a video visitation session not generating any revenue or compensation for Contractor. Approved video visitation sessions included on the free video visitation list shall not generate any revenue or compensation for Contractor and shall not be eligible for revenue share to County. Only those visitors or inmates designated by County to process free video visitation sessions shall be marked as "Free" in the VVS and designated as such in the VVS detail records.
3.004	Required regulatory charges and taxes that are intended to be paid by the visitor or inmate and then remitted 100% by the billing party to the appropriate governmental agency.
3.005	If Contractor receives revenue or compensation, notwithstanding the source, from any third party related to a completed video visitation session between an inmate and a visitor, such revenue shall be included in Gross Revenue and revenue share shall be payable to County.
3.006	Any additional fees to be charged to inmates or visitors for video visitation sessions from the Facilities must be approved by County prior to implementation. County and Contractor shall mutually agree on the method of revenue share due to County associated with the additional charges/fees.
3.007	County shall notify Contractor of any unapproved fees and/or charges associated with the VVS of which County becomes aware. Unapproved fees and/or charges are subject to liquidated damages as specified in **Additional Terms and Conditions #30**.
3.008	Should County and Contractor mutually agree that the charges/fees are to be discontinued, Contractor shall refund each visitor or inmate for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
3.009	A video visitation session is deemed complete and considered part of Gross Revenue (as described above), when the video visitation session is scheduled and a connection is made by both parties.
3.010	Payments and reports for video visitation sessions are due to County on or before the 15th day of the month following the activity/session month.
3.011	Contractor shall provide monthly video visitation detail records, in CSV format, which shall include a detailed breakdown of activity for all video visitation sessions, including but not limited to:
3.012	Facility Name;
3.013	Facility Identification Number/Site Identification Number;

3.014	VVS Station Identifier;
3.015	VVS Station Location Name;
3.016	Free Video Visitation Sessions, Minutes (Per VVS Station);
3.017	Remote Video Visitation Sessions, Minutes and Gross Revenue (Per VVS Station);
3.018	Revenue Share (Per VVS Station);
3.019	Total Video Visitation Sessions, Minutes Gross Revenue; and
3.020	Traffic Period and Dates.
3.021	Contractor shall pay **25%**, calculated on Gross Revenue as defined in this section as specified in **Attachment A, Section L (Rates, Fess, and Revenue Share)**. Revenue share payments, usage detail reports, or reports not containing the required fields, received by County after the date specified above are subject to liquidated damages as specified in **Additional Terms and Conditions #30.**
SUBSECTION 4 - TABLET REVENUE SHARE, PAYMENT AND REPORTING	
4.001	Gross Revenue generated by and through the proposed Tablet solution consists of all compensation, earning, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor in any way connected to the provision of Tablets pursuant to the terms of this Contract. Gross Revenue includes, by way of example and not limitation, all of the following: all per minute fees, application charges, equipment costs and any additional fees/charges generated by the accessibility of Tablets and all additional per-minute fees charged to the inmate and any other compensation received by Contractor.
4.002	Contractor shall absorb all costs of providing Tablets, including the provision of support, maintenance, necessary hardware, software, bandwidth, wiring, infrastructure, fee collection and accounting.
4.003	Notwithstanding the foregoing, Gross Revenue does not include the following items:
4.004	A "Free" transaction or application defined as a transaction or application not generating any revenue or compensation for Contractor. Approved Tablet transactions or applications shall not generate any revenue or compensation for Contractor and shall not be eligible for revenue share to County. Only those transactions or applications designated by County as "free" shall be marked as "Free" in the Tablet solution and designated as such in the Tablet detail records.
4.005	Required regulatory charges and taxes that are intended to be paid by the end-user or inmate and then remitted 100% by the billing party to the appropriate governmental agency.
4.006	If Contractor receives revenue or compensation, notwithstanding the source, from any third party related to Tablets, such revenue shall be included in Gross Revenue and Contractor shall pay a revenue share to County.

4.007	Any additional fees to be charged to end-users or inmates for the use of Tablets or Tablet applications at the Facilities must be approved by County prior to implementation. County and Contractor shall mutually agree on the method for revenue share due County associated with the additional charges/fees.
4.008	County shall notify Contractor of any unapproved additional fees and/or charges associated with the use of Tablets of which County becomes aware. The unapproved fees and/or charges are subject to liquidated damages as specified in **Additional Terms and Conditions #30.**
4.009	Should County and Contractor mutually agree that the charges/fees are to be discontinued, Contractor shall refund each end-user or inmate for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
4.010	Should County and Contractor mutually agree that the charges/fees will remain, County and Contractor shall mutually agree on a method for compensation.
4.011	Contractor shall pay **25%**, calculated on Gross Revenue as defined in this section as specified in **Attachment A, Section L (Rates, Fess, and Revenue Share)**. Payments and reports for Tablets are due to County on or before the 15th day of the month following the month of activity.
4.012	Contractor shall provide monthly Tablet detail reports/records, CSV format, which shall include a detailed breakdown of the activity for all transaction types, including but not limited to, electronic messages, photos, attachments, videos, media, application usage, for each Tablet. Tablet detail records shall include, at a minimum, each of the following items for each Tablet and each transaction or application type:
4.013	Facility Name;
4.014	Facility Identification Number/Site Identification Number;
4.015	Facility Address, Street, City, State, and Zip;
4.016	Tablet Identifier (where applicable);
4.017	Number to Transactions for Each Transaction Type (Per Tablet);
4.018	Minutes of Usage for Each Application Type (Per Tablet);
4.019	Gross Revenue for Each Transaction / Application (Per Tablet);
4.020	Revenue Share Rate;
4.021	Total Revenue Share (Per Tablet);
4.022	Total Transactions/Applications, Minutes of Usage, Gross Revenue and Revenue Share; and
4.023	Traffic Period and Dates.
SUBSECTION 5 - RATE REQUIREMENTS	

5.001	Contractor must agree to provide the required calling rates, video visitation rates, Tablet rates and all related fees specified in found in **Attachment A - Section L (Rates, Fees and Revenue Share/Cost Recoupment)** and must be in compliance with California state laws and applicable regulations, including, but not limited to, Board of State and Community Corrections (BSCC) Title 15 Minimum Standards.
5.002	Before any new rate increases or decreases are implemented for any of the inmate communication services required in this Contract, Contractor must submit a written request to receive approval from County. County will respond in writing to Contractor's request. Unapproved adjustments implemented without the prior written approval from County are subject to liquidated damages as specified in **Additional Terms and Conditions #30**
5.003	In the event Contractor increases the usage rates for any of the inmate communication services required in this Contract without the prior written approved of County, Contractor must issue refunds to all overcharged end-users, visitors or inmates within 5 business days; a list of the issued credits must be provided to County as documentation. County will not issue a refund of revenue-share or cost recoupment for unapproved rate increases.
5.004	Contractor will implement any rate adjustments for any and all inmate communication systems requested by County within 10 calendar days of said request, subject to regulatory approval, as applicable.
5.005	Contractor shall be capable of accommodating multiple rate structures to accommodate the types of inmates housed at the Facilities. Contractor shall be capable of assigning rates at the inmate, group of inmate telephones, visitation stations or Tablets and Facility levels.
5.006	Contractor's ITS shall rate all calls to U.S. Territories including but not limited to: Puerto Rico, U.S. Virgin Islands, Guam, American Samoa and Saipan/Mariana Islands as Domestic International or Interstate. Calls to all other countries shall be rated as International. The calling rates for both Domestic International/Interstate and International are specified in **Attachment A - Section L (Rates, Fees and Revenue Share/Cost Recoupment).**
5.007	Contractor shall calculate the raw duration of each inmate telephone call, video visitation session and Tablet usage (if applicable) in seconds based on the time the call is accepted, video visitation session is completed or Tablet usage begins and the time the call, session or usage is terminated by the ITS, VVS or Tablets respectively. For calls, video visitation sessions or Tablet usage where the duration is at least 10 seconds, the duration, in seconds, shall be rounded up to the next whole minute increment and shall be converted from rounded seconds to minutes before the rates are applied.
5.008	During the rating process, Contractor shall round the raw calculated amount to the nearest hundredth decimal place (up or down) using normal accounting practices.

SECTION B - USER BILLING AND PAYMENTS

SUBSECTION 1 - PRE-PAID & DEBIT APPLICATIONS

REQUIREMENT NUMBER	DESCRIPTION
1.001	The pre-paid and/or debit application shall allow for pre-payment for a specific end-user, visitor, telephone number or an inmate.

1.002	Contractor shall issue refunds to end-users of any inmate communication services for any pre-paid funds remaining in any pre-paid account upon the end-user's request whether the account is active or inactive. Should an account be deactivated by Contractor and the end-user requests to reactivate the account and utilize inmate communication services from inmates at the Facilities, the funds shall be made available to the end-user by Contractor. No fees shall be charged to the end-user for refunds or reactivation of funds associated with a pre-paid account.
1.003	Should Contractor adjust the rates in order to complete a call, Contractor shall incur liquidated damages as specified in **Additional Terms and Conditions #30**. County shall notify Contractor of any approved adjustments in the rates of which County becomes aware.
1.004	Contractor shall not prevent the completion of a pre-paid collect call if the end-user's pre-paid collect balance is less than the average cost of a call (regardless of call type) from the Facilities.
1.005	The pre-paid and/or debit application shall be internal to Contractor's ITS, VVS or Tablet.
1.006	Contractor shall provide the inmate with the balance of the pre-paid or debit account at the time of the call or Tablet application.
1.007	The ITS and VVS shall provide the called party with the balance of their pre-paid collect account at the time of the call or scheduling of a video visitation session, as applicable.
1.008	The pre-paid and/or debit application shall allow international calls.
1.009	Contractor shall be capable of configuring pre-paid cards for use outside of the Facilities.
1.010	County's commissary is self-administered. The ITS, VVS, and Tablets shall be capable of interfacing with the County's commissary application or JMS for ease of transferring money from the inmate's trust account to the ITS debit account upon inmate request for the use of all inmate communication services, as well as refunding any unused funds to the trust account upon the inmate's release. All commissary and/or JMS interfaces will need to be activated during the initial implementation. Method for transferring funds shall be through either file transfer or interactive voice response (IVR), at County's election. County does not currently utilize inmate-funded debit.
1.011	It is Contractor's responsibility to initiate and establish a business relationship and necessary interface(s) with County for debit application. The contact information is found in **Section I (Facility Specifications)**. County shall not be responsible for paying any amounts associated with the required interface(s).
1.012	Contractor shall supply, at County's request, signage, brochures, flyers regarding the ITS, VVS and Tablets and/or Contractor's pre-paid and debit applications at no cost to County.
SUBSECTION 2 - PAYMENTS FOR VIDEO VISITATION SYSTEM SESSIONS	
2.001	Contractor shall refund all visitation fees if the video visitation session is dropped due to Contractor related issues. Such refunds shall not be deducted from Gross Revenue as defined in **Section A (General Conditions).**
2.002	Contractor shall provide an option for an itemized receipt for all transactions, charges and fees for all video visitation sessions.
SUBSECTION 3 - TABLET ACCESS CHARGES	

3.001	To complete the reporting and revenue share process outlined in **Section A (General Conditions)**, Contractor shall, by the 5th day of the month following the traffic month, submit an inmate transaction fee invoice to County for payment by County. The invoice shall contain all transaction fees for Tablet applications and usage collected by County from the inmates for the Tablet applications and usage associated with Contractor's Tablet solution at the Facilities for the previous calendar month. In no case shall County be independently responsible for payment of transaction fees not collected previously from inmates.
SUBSECTION 4 - CONTRACTOR RETENTION OF END-USER ACCOUNT INFORMATION	
4.001	For the purpose of aiding in investigations, the Contractor must retain ITS, VVS, and Tablet account information pertaining to an end-user's pre-paid collect, direct bill, and similar accounts for a period of 3 years after the expiration/termination of the Contract. The information shall include, but not be limited to, the end-user's billing name, address and telephone number.
4.002	The County shall have access to such account information upon request, to the extent permissible by law. Contractor shall provide the requested information within two (2) business days upon receipt of the request from County.

SECTION C - CUSTOMER SERVICE

SUBSECTION 1 - MAINTENANCE

REQUIREMENT NUMBER	DESCRIPTION
1.001	Contractor shall respond to repair requests from County by arriving at the site promptly after reasonable notice has been given on a 24-hours a day, 7-days a week, 365-days a year basis.
1.002	Repairs or replacement of nonworking or damaged equipment or software shall be started by a qualified technician within 4 hours following notification of a service request or system failure. Contractor shall maintain an adequate amount of supplies/materials on hand in order to meet these requirements and ensure there is no prolonged period of downtime.
1.003	Contractor must exhibit to County a best effort approach to the completion of the repairs or replacement during the first 24-hours following notification of a problem.
1.004	Contractor shall provide County with 3 dedicated technicians for County's Facilities. Contractor's technicians shall conduct weekly scheduled preventative maintenance visits as directed by the County. Contractor's technicians shall provide a preventative maintenance log to the County upon the completion of each preventative maintenance visit for the purposes of documenting actions taken and repairs made.
1.005	Should a technician position become vacant, Contractor shall obtain prior approval from County for any personnel filling the position of the dedicated technician. All applicants shall pass all background checks and training seminars as requested by the County.
1.006	If at any time during the term of the Contract the position for the dedicated technician becomes vacant, Contractor shall provide an interim dedicated technician or alternative technician support within 10 business days, subject to County's background check process, and fill the position on a full-time basis within 60 days. Should Contractor fail to take reasonable steps to fill the interim or full-time dedicated technician position within the required timeframes, Contractor may incur liquidated damages as specified in **Additional Terms and Conditions #30**.

1.007	County shall be notified of progress and/or delays in progress with repairs or replacements until the problems are resolved.
1.008	Contractor shall notify County any time a technician will be dispatched to the Facilities and prior to the technician's arrival.
1.009	Additionally, the County may cancel the Contract if Contractor has not cured a service problem within 10 days of Contractor receiving notice of the problem from the County. County, at its sole option, may elect to pursue Liquidated Damages, as outlined in **Additional Terms and Conditions #30**, if a service problem is not resolved within the specified cure period.
1.010	Each party shall report to the other party any misuse, destruction, damage, or vandalism. Contractor will assume liability for any and all such damages.
1.011	All operation, maintenance and repair issues regarding the ITS, VVS, Tablet, or Kiosk services shall be reported by Contractor to County promptly.
1.012	Contractor shall provide County with ITS, VVS, Tablet and Kiosk technology software upgrades as they become available. All upgrades must be provided to County at no additional cost.

SECTION D - GENERAL INSTALLATION REQUIREMENTS	
SUBSECTION 1 - STANDARDS	
REQUIREMENT NUMBER	**DESCRIPTION**
1.001	Inmate communication services are to be provided and shall comply with all applicable Federal Communication and/or Public Service Commission regulations relating to inmate communication services in correctional facilities.
1.002	Contractor shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal government, or state, county, or municipal government.
1.003	Contractor shall comply with the BSCC Title 15 Minimum Standards.
SUBSECTION 2 - IMPLEMENTATION	
2.001	Contractor shall submit an updated implementation plan for all inmate communications services, which shall include an installation schedule, for each Facility, including ITS, VVS, Tablets and Kiosks within 10 days of the execution of this Contract.
2.002	Initial installations for the ITS must be completed within 60 days of the execution of the Contract between County and the selected Contractor; this includes additional inmate telephones required by County as outlined in **Section I (Facility Specifications)**. Implementation plan(s) has been incorporated as **Attachment E** of this Contract and must be followed.
2.003	Initial installations for the Tablets and VVS must be completed within 120 and 180 days respectively of the approval of the Implementation plan(s) by execution of the Contract between County and the selected Contractor. Implementation plan(s) will become a part of the Contract and must be followed.
SUBSECTION 3 - TRANSITION REQUIREMENTS	
3.001	Upon expiration, termination, or cancellation of the Contract, Contractor shall accept the direction of the County to ensure all inmate communication services are smoothly transitioned. At a minimum, the following shall apply:

3.002	At no cost to the County, Contractor shall supply 1 workstation(s), per Facility which shall become the property of the County after expiration, cancellation or termination of the Contract to allow the County access to all CDRs, call and visitation recordings, documentation, reports, data contained in the inmate communication applications/systems. County shall maintain the same level of remote access for up to 3 years after Contract termination.
3.003	Contractor shall discontinue providing service or accepting new assignments under the terms of the Contract, on the date specified by County. Contractor agrees to continue providing all services in accordance with the terms and conditions, requirements and specifications of the Contract for a period not to exceed 90 calendar days after the expiration, termination or cancellation date of the Contract. Revenue share/Administration Fees will be due and payable by Contractor to County at the percentage provided in the Contract until inmate communication services are no longer handled by Contractor.
3.004	Contractor agrees to remove its equipment at the conclusion of the Contract in a manner that will allow the reuse of wiring/cabling associated with all inmate communication services.
SUBSECTION 4 - GENERAL INSTALLATION REQUIREMENTS	
4.001	Contractor shall be responsible for all costs associated with the installation of the inmate communication services including but not limited to ITS, VVS, and Tablets which shall include but not be limited to, the necessary labor, parts, materials, transportation, purchase of equipment, wiring, new electrical circuits, cables, installation, racks/cabinets, service, maintenance, voice network and transmission, data network, and day-to-day operation to maintain all proposed system components in good working order and in compliance with the equipment manufacturer's specifications.
4.002	Contractor shall install the quantity of inmate telephones, standard visitation telephones, video visitation stations, and Tablets detailed in **Section I (Facility Specifications)**.
4.003	Contractor shall install a separate, dedicated network to accommodate all inmate communication services. Contractor's inmate communication services shall not be configured to reside on or use the County's network.
4.004	Contractor shall install/mount all inmate communication services equipment in accordance with the County's requirements.
4.005	Use of existing conduit, raceways, cable, wiring, switches, circuits, and terminals within the Facilities is at the risk of Contractor. Exposed wiring is not permitted. Ownership of any wiring or conduit installed under the Contract by Contractor becomes the County's property upon termination and/or expiration of the Contract.
4.006	Contractor agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and meet all applicable cabling/wiring standards for commercial buildings and must be approved by the Facilities maintenance personnel.
4.007	Contractor shall be responsible for installing all new wiring, cabling and network circuits at no cost to the County to support the provision of the outlined inmate communication services at no cost to the County.
4.008	Contractor agrees to obtain the County's written approval before making any physical changes to the Facilities, such as drilling into walls, floors, ceilings or any other portion of the Facilities. This includes existing, newly constructed and/or expanded Facilities.

4.009	Contractor shall provide, install, maintain, replace and upgrade adequate surge and lightening protection equipment to protect all lines, circuits and equipment used for the inmate communication services.
4.010	Contractor shall provide, install, maintain, replace and upgrade an Uninterruptible Power Supply (UPS) back-up power for the inmate communication services to ensure there is no loss of call, video or transaction processing and data storage in the event of a power failure.
4.011	A separate power source shall not be required for the inmate communication services equipment. A power source will be made available by County for the inmate communication services upon confirmation of equipment specifications.
4.012	Installation of all cabling, telephones, video visitation stations, Tablets, and related equipment shall be accomplished during normal business hours at the Facilities or as otherwise specified by the County.
4.013	Contractor shall install, repair, and maintain all Contractor-provided equipment, including but not limited to, any wiring or cable work required from the demarcation throughout the Facilities. All Contractor-provided equipment, installation, maintenance, repair costs, and all costs or losses due to vandalism shall be the total responsibility of the Contractor.
4.014	Contractor shall clean-up and remove all trash and packaging materials resulting from work performed. Unless otherwise specified by the County, no equipment, inventory or spare parts shall be stored by Contractor at the Facilities.
4.015	Contractor shall correct any damage to the County's property caused by maintenance or installation associated with the inmate communication services, including repairs to walls and ceilings.
4.016	Contractor shall provide written documentation indicating that all circuits and network have been tested and all cables, pairs, fiber strands, blocks are legibly marked after the completion of each installation associated with the inmate communication services.
4.017	Contractor shall maintain a reasonable supply of the parts needed under this contract and maintain a reasonable supply system for the acquisition of additional parts, either immediately or with minimal delay.
SUBSECTION 5 - SECURITY	
5.001	All Contractor employees shall obtain, at Contractor's cost, the appropriate personnel background security clearance prior to arrival at the Facilities.
5.002	All Contractor employees will comply with County's policies and procedures.
5.003	Entry to the Facilities is subject to the approval of the County.
SUBSECTION 6 - TRAINING	
6.001	Contractor shall provide onsite training for each inmate communication service to the County's staff. Additional training (onsite or via the web) shall be provided to new staff at no cost to the County. Training manuals shall be provided to the County's staff at all training meetings and will become the property of the County. At County's request, Contractor shall provide a downloadable version of all user manuals and training materials.
6.002	When requested by the County, informational pamphlets shall be available to inmates and end-users and shall describe the applicable features and functionalities of each inmate communication service.
6.003	Contractor will also provide full documentation for all inmate communication services features and documentation for any and all added technology features that result from this Contract.

SUBSECTION 7 - UPGRADES AND PERFORMANCE PROCESS	
7.001	Contractor shall provide the County with written notice, including detailed information, of any new inmate communications service software upgrades or additional features to be added to either system, within 30 days of the introduction of the new software or features into the industry.
7.002	Contractor shall provide the County with inmate communication services software upgrades as they become available. All upgrades must be within 1 release of the newest operating system and provided to County at no additional cost.
7.003	Contractor shall adhere to the following performance process when upgrading the ITS, VVS and Tablet software, equipment, or performing any changes to either system at the Facilities. Any deviation from this process may result in liquidated damages incurred by Contractor as described in **Additional Terms and Conditions #30.**
7.004	Contractor shall perform extensive testing on all system changes or upgrades to any of the inmate communication services, prior to introducing them to the County. At a minimum, this shall include the following:
7.005	Circuit/network testing;
7.006	Configuration / setting preservation testing;
7.007	ITS: call processing, debit/pre-paid availability, international calling, private call number database and settings;
7.008	VVS: video visitation session quality and scheduling application;
7.009	Tablets: access to all transactions, applications and applicable purchase processes; and
7.010	Access to all inmate communication service user applications.
7.011	Contractor shall provide the County with written details regarding any change to voice prompts, dialing or video visitation procedures or processes impacting inmates and end-users/visitors.
7.012	Contractor shall receive written permission from the County, before scheduling or proceeding with any functionality changes to the inmate communication services at the Facilities, especially if the changes will cause an interruption in service.
7.013	County, at its option, shall have a minimum of 2 weeks to notify inmates at the Facilities of any inmate communication services changes that affect the inmates or end-users/visitors.
7.014	Contractor shall work with the Facilities to schedule all changes and/or upgrades during a time when the inmate communication services are not being used regularly by the inmates. Contractor shall coordinate a convenient time and day with the County to implement the changes or upgrades to avoid an interruption in service.
7.015	At the request of County, Contractor shall coordinate the presence of a technician at the Facilities on the day of implementation to place test calls, video visitation session and Tablet transactions and ensure all inmate communication services are functioning properly.
7.016	Contractor shall reconcile and validate the private call numbers database and associated configuration after each upgrade and report results within 3 business days of the upgrade.
7.017	All said changes shall be made by Contractor at no cost to the County.

SECTION E - ITS REQUIREMENTS

SUBSECTION 1 - ITS SPECIFIC INSTALLATION REQUIREMENTS	
REQUIREMENT NUMBER	**REQUIREMENT TYPE**
1.001	All telephone equipment provided shall be fully operational at the time of the initial installation.
1.002	The telephone sets shall be suitable for a correctional environment, stainless steel, sturdy, non-coin, vandal and tamper resistant; the cord length for the inmate and visitation telephones is specified in **Section I (Facility Specifications)**.
1.003	Contractor shall install all new telephone equipment even if the selected Contractor is the incumbent inmate telephone service provider.
1.004	All telephone equipment shall be powered by the telephone line, not require an additional power source.
1.005	The telephones must not contain any exterior removable parts.
1.006	All telephone sets shall include volume control.
1.007	Contractor shall place placards containing dialing instructions in English, Spanish, Vietnamese, Cantonese, Portuguese, French, Armenian, Mandarin, and Braille on each telephone. Placards shall also contain a notice in the same languages that will advise inmates of telephone monitoring and recording. This notice will be prominently posted in the area next to all inmate telephones. The notice will read: **"NOTICE! Telephone calls will be recorded and may be monitored."** Placards shall be replaced each time an inmate telephone set is replaced and/or when damaged or defaced so that the instructions and notice are no longer legible.
1.008	At no cost to the County, Contractor shall install additional telephones (inmate and visitation), monitoring and recording equipment as needed, within 30 days of request. This includes newly constructed or expanded buildings and Facilities.
1.009	If the installation of the additional telephones (inmate and visitation) is not completed within 30 days, Contractor may incur liquidated damages as described in **Additional Terms and Conditions #30**.
SUBSECTION 2 - ITS AND USER APPLICATION SPECIFICATIONS	
2.001	The ITS shall be capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, and international calling and visitation sessions.
2.002	The ITS shall be configured to process all or any combination of the following bill types, without limitation; collect, free, pre-paid collect, pre-paid card, debit and/or speed dial.
2.003	Contractor shall provide a sufficient number of bandwidth ensure inmates are allowed to place calls 99.9% of the time. County reserves the right to require Contractor to revise its configuration to County's reasonable satisfaction to resolve any inmate complaints of reception degradation or unavailable service which arise as a result of Contractor's ITS configuration. Such changes shall be completed by Contractor at no cost to County.
2.004	At County's request, Contractor shall provide a report documenting the completion ratio on a monthly basis or other frequency designated by County.

2.005	The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public. Contractor shall accept County's reasonable decision regarding whether the reception quality is acceptable.
2.006	Call acceptance by the called party shall be accomplished for all calls through Dual-Tone Multi-Frequency (DTMF) confirmation ("positive acceptance"). Voice recognition is not an acceptable method for positive acceptance.
2.007	The ITS shall be capable of recognizing and distinguishing standard or irregular busy signals, standard or irregular ringing signals, answering machines, voicemail, cellular telephones, ring-back tones, chain dialing.
2.008	The ITS shall be configured to monitor the switch hook on the telephone sets. If the switch hook is pushed down or moved from its idle position, the call must be disconnected immediately and the call prompts must come on to prevent fraud or unauthorized dialing. Contractor must assume all responsibility for fraud or unauthorized dialing occurring as a result of the ITS failing to meet this requirement.
2.009	With each call, the ITS must provide an automated message to advise both the inmate and the call recipient that the call is coming from a correctional facility, the call is coming from a specific inmate, and the call is being recorded and may be monitored. The automated message must be free of any charges. County reserves the right to request Contractor to modify/revise the recordings at any time during the Contract at no cost to County and within 30 days of the request.
2.010	The automated message will be available in English, Spanish, Vietnamese, Cantonese, Portuguese, French, Armenian, and Mandarin.
2.011	Except with private call numbers, the inmate and the call recipient are required to "acknowledge" the recording and possible monitoring of the calls by pressing "1" before the call will proceed. Neither the inmate nor the call recipient are required to make this acknowledgment for private call numbers as calls to these numbers shall not be recorded.
2.012	If either the inmate or the call recipient fails to press "1", the call will be terminated.
2.013	With each call, the ITS shall clearly identify the type of call being placed to the called party: collect, pre-paid, free. This recording must be free of any charges.
2.014	The ITS shall be able to accommodate any of the following options for recording and playback of an inmate's name to the called party:
2.015	The inmate may record a name each time a call is placed. Contractor shall provide no more than 2 seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS;
2.016	The inmate may record a name only once (with the first call attempted); the recorded name will be stored in the ITS and shall be played back with all subsequent call attempts. Contractor shall provide no more than 2 seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS; or

2.017	No name is recorded. If County selects this option, the announcement to the called party shall not include silence or an interruption where the name recording would normally be included.
2.018	For calls that are not completed, the ITS shall play a recorded message to the inmate detailing why the call was not completed. County reserves the right to request Contractor to modify/revise the recordings at any time during the Contract at no cost to County and within 30 days of the request.
2.019	ITS shall allow free local telephone calls from the intake/booking inmate telephones at Central Jail Complex at the initial time of booking only.
2.020	Once the inmate has been transferred out of intake/booking, the ITS shall process all subsequent calls from the inmate as collect or pre-paid unless the telephone number is configured as free in the ITS.
2.021	Following the dialing sequence, Contractor shall configure the ITS to either:
2.022	Allow inmates to remain muted while still being able to hear the call progress (ex: ringing on the line, voicemail pick-up); or
2.023	Place the inmate on-hold and not permit the inmate to hear the call progress.
2.024	In no event shall the inmate be allowed to communicate with the called party until the call is positively accepted.
2.025	The ITS shall be capable of processing and completing international prepaid collect calls.
2.026	The ITS user application shall allow the following search criteria and filters (without limitation) to be applied to the CDR queries:
2.027	Inmate Name (First, Last);
2.028	Inmate Personal Identification Number;
2.029	Record Identifier;
2.030	Date Range (Start Date/Time and End Date/Tim);
2.031	Facility;
2.032	Called Number;
2.033	Originating Number;
2.034	Station Name;
2.035	Call Type;
2.036	Bill Type;
2.037	Duration;
2.038	Call Amount;
2.039	Flagged Calls;
2.040	Monitored Calls;
2.041	Recording Type;

2.042	Completion Type;
2.043	Termination Type;
2.044	Validation Result;
2.045	Pre-Paid Card Number;
2.046	Phone Group(s);
2.047	Visitation Phone(s); and
2.048	Custom Search.
2.049	The ITS user application shall allow CDR query results to be exported in a format selected by County (.csv, PDF, Microsoft Excel 2016 or greater).
2.050	At a minimum, the ITS user application shall be equipped to generate the following standard reports in addition to the CDRs:
2.051	Call Statistics by Date Range;
2.052	Frequently Called Numbers;
2.053	Frequently Used Personal Identification Numbers;
2.054	Commonly Called Number;
2.055	Call Detail Report;
2.056	Gross Revenue Report by Date Range;
2.057	Facility Totals and Statistics;
2.058	Called Party/Number Accepting Report;
2.059	Fraud/Velocity Report;
2.060	Total Calls;
2.061	Personal Allowable Numbers (PAN) Report;
2.062	Pre-Paid Card Report;
2.063	Debit Usage Report;
2.064	Debit Balance and Funding Report;
2.065	Pre-Paid Card Balance Report;
2.066	Bill and Call Type Distribution;
2.067	Phone Usage;
2.068	Reverse Look-Up;
2.069	User Audit Trail; and
2.070	Voice Verification.
2.071	The ITS user application shall allow County to export the reports in a format selected by County (.csv, PDF, Microsoft Excel 2016 or greater).
2.072	Contractor shall provide the County with the capability to search, query and export end-user pre-paid account information for investigative purposes. County shall be capable of validating account holder status, number of pre-paid deposits and associated amounts, generating reports identifying, at a minimum, associated telephone numbers, method of payment, inmates from which calls are accepted, the number of completed calls with an associated date and time, any pre-paid funding fees and other applied charges and taxes.

2.073	The ITS shall have the capability to customize reports in a form mutually agreed upon by County and Contractor.
2.074	Contractor's ITS user application shall at a minimum allow:
2.075	Report generation to include the reports listed above;
2.076	The creation, modification and deactivation of user accounts;
2.077	The creation, modification and deactivation of inmate accounts;
2.078	The creation and modification of telephone numbers in the ITS including entry of free and privileged telephone numbers without the assistance of Contractor;
2.079	Assignment of inmates or an inmate type to an agency, inmate telephone or a group of inmate telephones;
2.080	Locating and accessing a specific recording by utilizing a unique recording/call identifier;
2.081	Block/unblock telephone numbers without the assistance of Contractor;
2.082	Configure an alert that will detect and prohibit a call made to a restricted number, a call using a restricted Personal Identification Number, or a call made from a restricted telephone.
2.083	Program a specific speed dial code to selected telephone numbers as determined by County and at no cost to County and without the assistance of Contractor; and
2.084	Query the CDRs for inmate activities and calling patterns, including the provision of reverse look-up at no cost to County. The reverse look-up feature shall include, at a minimum, the end-user's name and billing address for all collect and pre-paid calls.
2.085	The ITS shall have the capability to allow County to create, view and track service tickets associated with the ITS or Facilities.
2.086	Contractor shall ensure continuous diagnostics and supervision for call processing and call recording. Contractor shall be capable of performing remote diagnostics to the ITS to determine if a problem exists with the telephone, station port, channel, line.
2.087	The ITS shall comply with the Americans with Disabilities Act (ADA) requirements including, but not limited to, providing telephones which are accessible to persons in wheelchairs and providing devices that are compatible with Telephone Devices for the Deaf (TDD) and Video Relay Services (VRS) and meet these requirements:
2.088	Contractor shall provide the number of TDD telephones and ports and VRS units specified in **Section I (Facility Specifications)**; and
2.089	TDD telephones shall be able to work with the ITS at the Facilities.
2.090	The ITS must offer the called party an option to receive a rate quote during the call acceptance process.

2.091	The ITS shall be able to accommodate pro bono calls to consulates for all countries which may be required for ICE detainees. This option, when requested by County, shall be provided at no cost to County. Contractor shall accept County's direction for how pro bono calling services are configured via the ITS.
2.092	Contractor shall be able to establish an informant line at no cost to County. Calls to the informant line shall be free and shall be routed via the ITS to a destination designated by County. Contractor shall accept County's direction for how the informant line is configured through the ITS.
2.093	Contractor shall work with County to implement a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003. Contractor shall accept County's direction for how the PREA line is configured through the ITS. At a minimum, Contractor shall:
2.094	Provide an option for PREA calls to be processed via the ITS without the use of a PIN to ensure anonymity.
2.095	Route free calls via the ITS to a destination provided and designated by County which may be the same as that used for the County informant line.
2.096	At no cost to County, provide a telephone line to County dedicated for PREA calls to which the calls will be routed as free.
2.097	Contractor shall have the capability to allow County to maintain the same telephone number currently in place at all Facilities and/or utilize any telephone number specified by the County.
SUBSECTION 3 - ITS SECURITY FEATURES	
3.001	The ITS shall prohibit:
3.002	Direct-dialed calls of any type;
3.003	Access to a live operator for any type of calls;
3.004	Access to "411" information services;
3.005	Access to 800, 866, 888, 877, 900, 911, and any other 800 or 900 type services unless pre-approved by the County; and
3.006	Access to multiple long-distance carriers via 950, 800 and 10 10-XXX numbers.
3.007	The ITS shall prevent call collision or conference calling among telephone stations.
3.008	The ITS shall be able to shut down and/or disable an individual telephone or telephone group(s) quickly and selectively without affecting other telephones or telephone group(s). County must be able to shut down the ITS via a workstation, the ITS user application and/or by cut-off switches at several locations including, but not limited to:
3.009	At demarcation location;
3.010	Central control; and
3.011	By select housing units.
3.012	The ITS shall not accept any incoming calls. Contractor shall work with the LEC to ensure such control.

3.013	The ITS, upon detection of a three-way call, forwarded call, conference call shall be able to flag and/or terminate the call immediately. These calls shall be flagged in the CDRs as such.
3.014	The ITS shall allow the called party to block their telephone number during the call acceptance process.
3.015	As specified by County, the ITS shall have the capability to allow calls to specific numbers at specified times during the day.
3.016	The ITS shall be capable of limiting the length of a call, providing service at specified times of the day and allowing a maximum number of minutes or seconds per inmate, per month. The current call time limit for the Facilities is specified in **Section I (Facility Specifications)**.
SUBSECTION 4 - PERSONAL IDENTIFICATION NUMBER APPLICATION	
4.001	The Personal Identification Number (PIN) application shall work with the ITS allowing inmates to use PINs to complete calls via the ITS and include all of the following features and functionalities:
4.002	The capability to provide collect, pre-paid and debit, free and speed dial calling utilizing a PIN;
4.003	The capability to interface with County's JMS to allow for inmate PINs to be automatically transferred to the ITS. The JMS contact information is provided in **Section I (Facility Specifications)**. It is the Contractor's responsibility to contact the JMS provider, establish a working business relationship and identify the requirements necessary to interface with the JMS to ensure Contractor will be able to meet the PIN requirements listed below with the initial implementation. County shall not be responsible for paying any amount associated with the required interface.
4.004	The capability to receive, accept and apply alphanumeric characters in an inmate's ID.
4.005	The capability of accommodating any of the following options for how PINs are received and/or generated by the ITS:
4.006	JMS generates and sends to the ITS an inmate ID. The ITS stores the inmate ID and generates an additional unique identifier to be added to the inmate ID. The combination of the inmate ID and the additional unique identifier shall be the PIN;
4.007	JMS generates and sends to the ITS an inmate ID along with additional inmate data. The ITS stores the inmate ID and utilizes the additional inmate data to create the complete PIN;
4.008	JMS generates and sends the complete PIN to the ITS. The ITS stores the complete PIN; or
4.009	The ITS, without an interface with the JMS, auto-generates the complete PIN;
4.010	The ITS shall be capable of accepting a bulk data import of existing PIN information from the incumbent Contractor.
4.011	The ITS shall be capable of accepting a manually entered PIN.

4.012	If applicable, the interface between the JMS and ITS shall automatically update the status of the PIN in the ITS based on the inmate's status in the JMS (e.g. newly booked, transferred, released).
4.013	County currently utilizes a 11-digit PIN comprised of a 7-digit inmate ID and a unique 4-digit identifier (the inmate DOB - mmdd) as generated by the JMS. This configuration is the default and shall be active upon the initial implementation.
4.014	PINs shall not be required for booking/intake phone(s) at the Sheriff Facilities.
4.015	PINs shall not be required for the Probation Facilities.
4.016	Once a PIN has been activated in the ITS, the inmate shall only be allowed to place calls from a designated Facility or group of inmate telephones located at the Facility.
4.017	When an individual PIN is added or modified in the system, the ITS shall document the date/time and the user making the change.
SUBSECTION 5 - PERSONAL ALLOWABLE NUMBER LISTS (PANs)	
5.001	The ITS shall have the capability to store a list of Personal Allowed Numbers (PAN) associated with each PIN. PANs are not a requirement with the initial implementation.
5.002	The ITS shall allow authorized users to set a universal quantity of PANs at the inmate level or override the default quantity of PANs for an inmate.
5.003	The quantity of approved telephone numbers within a PAN shall be configurable.
5.004	PANs shall allow authorized users to set a universal quantity of approved telephone numbers for each PIN.
5.005	The ITS shall have the capability to track PAN changes based on a frequency required by County. The ITS shall have the capability to notify the user if a PAN change is requested to be made outside of the allowed timeframe (e.g., every 90 days).
5.006	The proposed ITS shall document all updates, modifications and/or details for a PAN (e.g., user name, modification made, time/date stamp).
5.007	ITS shall be capable of storing the following information (at a minimum) for each telephone number on the PAN: telephone number, called party name, address and relationship to inmate.
SUBSECTION 6 - MONITORING AND RECORDING REQUIREMENTS	
6.001	The ITS shall be capable of monitoring and recording all inmate calls, including VRS and TDD/TTY calls completed from inmate telephones and/or wall mounted devices, and visitation sessions from any telephone within the Sheriff Facilities unless there are restrictions that prohibit the recording and monitoring of certain calls and visitation sessions such as attorney-client privilege. The ITS shall not be configured to record calls at the Probation Facilities.
6.002	The ITS shall be capable of completing pro-per calls as directed by County. Pro-per inmates and/or telephone numbers identified by County may be restricted from recording and monitoring upon request by County. The ITS shall be capable of providing a report of all pro-per activity to County at a frequency specified by County.

6.003	The ITS shall be able to exclude all private, blocked, or free calls and visitation sessions and clearly designate non-recorded calls/visitation sessions within the ITS user application.
6.004	Contractor shall perform bi-annual (June 1st and December 1st) reconciliations of all private call numbers and provide results to the County within 7 days of the start of the reconciliation. Reconciliations shall include the current list of private call numbers saved within the ITS, confirmation of any recordings (both prior to and after entry into the ITS), and confirmation of any ITS user that has accessed any potential recordings.
6.005	The ITS shall allow designated users at the Facilities to play back a recorded call/visitation session in progress (e.g., live monitoring) via the ITS user application.
6.006	The ITS shall be capable of recording calls/visitation sessions in a manner allowing designated users to isolate the inmate or the end-user side of the recording for playback.
6.007	The ITS shall provide simultaneous playback and continuous recording of calls and visitation sessions.
6.008	The live monitoring feature shall display a list of calls in progress to allow County to scan through all calls in progress or to listen to a specific call. At minimum, the default view shall sort calls in chronological order. Private calls, such as attorney calls, shall be indicated as such in the display window and shall not have the capability to be live monitored or recorded. For the purpose of call monitoring, the County prefers that the ITS display the fields below.
6.009	Call Start Time;
6.010	Facility;
6.011	Phone Location Name;
6.012	Inmate Name;
6.013	Inmate PIN;
6.014	Called Number;
6.015	Private/Attorney Call;
6.016	Called City, State;
6.017	Call Status; and
6.018	Alert.
6.019	All CDRs, including all attempted and completed calls, shall be stored online for the life of the Contract. A copy of all CDRs shall be stored offline by the Contractor for a minimum period of 3 years following the expiration of the Contract.
6.020	All call recordings shall be stored online for the life of the Contract. A copy of all recordings shall be stored offline by the Contractor for a period of 3 years following the expiration or termination of the Contract and any renewal terms. In the event County requests call recordings, Contractor shall provide the requested information within two (2) business days upon receipt of the request from County.
6.021	Contractor shall be responsible for supplying all storage media (CDs/DVDs, USB drives) at no cost to County throughout the life of the Contract and any renewal terms.
6.022	Contractor shall provide remote access to the ITS at no cost to County.

6.023	The provision of remote access shall allow County the same features and functionalities, permitted by the user's level of access, available on a Contractor-provided workstation.
6.024	For the term of the Contract, County shall have access to all CDRs from all workstations and remote access computers, based on the user's access level.
6.025	The ITS shall be capable of providing alerts for certain calling events and, at a minimum, allow designated users to receive or be forwarded a live call/visitation session to a specified destination.
6.026	The ITS user application shall copy/export recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the recording.
6.027	The ITS shall be capable of emailing and copying recorded calls and visitation sessions onto a CD/DVD or other storage medium in audio or MP3/data format with tamper free capabilities.
6.028	The copying/burning application shall be internal to the ITS.
SUBSECTION 7 - VOICEMAIL MESSAGING	
7.001	Contractor shall implement inbound automated voicemail messaging up to 1 minute per message through the ITS to allow inmates to receive voicemails from friends and family.
7.002	Funding for inbound voicemail shall be through a pre-paid account setup by the end-user.
7.003	In addition, Contractor shall provide internal voicemail to allow inmates to leave messages for County staff and for County staff to return a voicemail or leave a voicemail message to an inmate, group of inmates or the entire Facility. There shall be no charge to County or the inmates for internal messaging. Internal messaging for inmates includes:
7.004	Grievances;
7.005	Medical/dental requests;
7.006	File telephone complaints; or
7.007	Other requests options as determined by County (i.e. haircuts).
7.008	Fees and revenue share for inbound voicemail messaging are specified in **Attachment B, Rates and Fees.**
7.009	The ITS shall record and store all voicemail messages, in the ITS. All recordings shall be maintained as described in **Section E (ITS Requirements)**. Voicemail messaging shall preserve the call controls configured in the ITS.

SECTION F - VVS REQUIREMENTS

SUBSECTION 1 - VIDEO VISITATION SERVICE

REQUIREMENT NUMBER	DESCRIPTION
1.001	The VVS shall consist of hardware, firmware and software designed to enable the County to initiate, monitor, record, and retrieve video visitation sessions.
1.002	The proposed VVS shall provide all operational features and system requirements applicable to all video visitation sessions placed through the VVS.

1.003	The VVS shall interface with the County's JMS/ITS to allow for inmate and visitor information to be automatically transferred between the JMS and VVS. County will not be responsible for paying any amount(s) associated with the required interface(s). County prefers the inmate identifier utilized for the ITS is the same inmate identifier for the VVS.
1.004	Contractor shall provide internet test capability to remote video visitors.
1.005	The VVS must be able to shut down and/or disable an individual video visitation station or group of video visitation stations quickly and selectively without affecting other video visitation stations.
1.006	The VVS shall be capable of limiting the length of a video visitation session providing service at certain times of the day/week/month and allowing a maximum number of video visitation sessions per inmate per week or month.
1.007	Contractor must have the capability to provide remote monitoring access to the VVS at no additional cost. The provision of remote access shall allow the County the same features and functionalities, permitted by the user's level of access, available on a control workstation.
SUBSECTION 2 - VVS SPECIFIC INSTALLATION REQUIREMENTS	
2.001	Contractor shall provide the County the number of VVS control workstation(s) specified in **Section I (Facility Specifications)**. The workstations shall work in real-time with the VVS, for monitoring, recording and reporting. The workstation shall each include a CD/DVD burner, 2 flat screen monitors, built in speakers, mouse, keyboard, data/audio burning software, laser printer and a licensed copy of Microsoft Office (or equivalent).
2.002	VVS stations shall be suitable for a correctional environment, stainless steel, sturdy, vandal and tamper resistant with a shatter proof screen. VVS stations shall include the cord length requirements as those for telephone sets as described in **Section I (Facility Specifications)**.
2.003	The VVS stations shall not include any removable parts.
2.004	The VVS stations shall include volume control.
2.005	VVS stations shall include picture-in-picture viewing.
2.006	Upon installation of the VVS, Contractor will be responsible for providing all labor, equipment, supplies, materials, software, configuration (hardware, software, networking and bandwidth), documentation, testing and training necessary for the completion of the installation.
2.007	The VVS must provide high-quality, stereo audio and broadcast-quality video while meeting the industry quality standards.
2.008	Upon completion of the initial installation and any ongoing installations, Contractor shall provide County with a list of inmate and visitor video visitation stations, specifications, and location of each unit.

2.009	Contractor shall place placards containing video visitation use instructions in English, Spanish, Vietnamese, Cantonese, Portuguese, French, Armenian, Mandarin and Braille on or near each station. The placards shall be replaced each time a VVS station is replaced and/or when damaged or defaced so that the instructions and notice are no longer legible.
2.010	Video visitation rate use flyers and/or additional video visitation related information shall be provided by Contractor upon County's request and at no cost.
2.011	At no cost to County, Contractor shall install additional VVS stations, including monitoring and recording equipment as needed, within 45 days of request. If Contractor fails to provide and install the additional visitation units within 45 days the Contractor shall be liable for liquidated damages as described in **Additional Terms and Conditions #30**. Both parties agree that delays in manufacturing and/or shipping are outside of the Contractor's control and supply chain delays will not be counted against the Contractor when evaluating Liquidated Damages. Contractor may need to provide proof of such delays upon County request to avoid liability for liquidated damages. For newly constructed or expanded Sheriff Facilities, the parties shall agree on a timeline for installation or implementation.
SUBSECTION 3 - VVS REGISTRATION AND SCHEDULING	
3.001	The VVS shall include a web-based scheduling application allowing visitors (public and professional) to register, schedule, fund and/or cancel standard and video visitation sessions using an internet browser and internet connection.
3.002	The VVS shall prohibit the scheduling of video visitation sessions for any visitor who has not been approved by County following the registration process.
3.003	The VVS shall have the capability to allow smart phone scheduling.
3.004	The VVS shall allow visitors to log in using a unique visitor ID or an email address and password.
3.005	The VVS shall be capable of requiring the general public to acknowledge and agree to the terms and conditions associated with County's visitation policies as part of the registration process and with each scheduled visitation session.
3.006	At a minimum, the VVS shall obtain and store the following information for the visitor as part of the registration process:
3.007	First Name;
3.008	Last Name;
3.009	Email;
3.010	Telephone Number / Cell Phone;
3.011	Username; and
3.012	Password.
3.013	At a minimum, the VVS shall obtain and store the following information for the visitor as part of the scheduling process:
3.014	First Name;
3.015	Middle Name;
3.016	Last Name;
3.017	Credit Card;
3.018	Email;

3.019	Physical Address (Street Address, City, State, Zip);
3.020	Telephone Number;
3.021	Identification Type;
3.022	ID Number;
3.023	Username; and
3.024	Password.
3.025	The VVS shall have the capability to track all inmate housing unit assignments, movements, and releases. The VVS shall automatically cancel all sessions associated with an inmate if the inmate gets released.
3.026	The VVS shall be capable of sending the general public an email or text notification confirming the scheduled or canceled visit.
3.027	The VVS shall have the capability to display upcoming daily video visitation session information on one or multiple inmate station screens (i.e. inmate name, time of visit).
3.028	The VVS shall be capable of accommodating different sets of rules for onsite standard visitation, onsite video visitation and remote video visitation sessions.
3.029	The VVS shall allow authorized users at the Sheriff Facilities to approve visitors before video visitation sessions can be scheduled; the VVS shall only allow the scheduling of sessions for approved visitors.
SUBSECTION 4 - VVS USER APPLICATION	
4.001	The VVS user application must provide specific information for tracking inmate and visitor activities and patterns by, at a minimum, the following criteria. In the event these criteria are not available within the user application at initial implementation, Contractor shall be liable for liquidated damages as described in **Additional Terms and Conditions #30**.
4.002	Inmate ID number;
4.003	Inmate name;
4.004	Visitor name;
4.005	Date and time of visit;
4.006	Inmate video visitation station; and
4.007	Daily, weekly and monthly visit statistics.
4.008	The VVS shall have the capability to allow authorized County staff to create the following restrictions with customizable durations:
4.009	Restrict a visitor from visiting certain inmate(s);
4.010	Restrict an inmate from visiting ALL visitors;
4.011	Restrict a visitor from visiting ALL inmates;
4.012	The VVS user application shall have the capability to support the following functions:
4.013	Set user ID;
4.014	Set/reset password;
4.015	Capture the user's first, middle and last name;
4.016	Manually terminate standard or video visitation sessions;
4.017	Report status of all standard and video visitation sessions (online or idle);

4.018	Stop, pause and restart any running visit;
4.019	Allow the County to enter comments or add notes to a visit;
4.020	Allow for station reassignment during any running visit;
4.021	Allow for visitation time extension during any running visit;
4.022	Customize the number of visits per the monitoring screen and the page rotation duration;
4.023	Designate a visitor as being an attorney or other professional entitled to confidential visits to prevent the visit from being recorded or monitored;
4.024	Manually schedule standard or video visitation sessions for a particular inmate, station, and date and time, on behalf of visitor(s);
4.025	Allow authorized users the ability to mandate specific visits, visitors and/or inmates to be recorded;
4.026	Allow authorized users to download, share and/or view recordings; and
4.027	Include an audit trail function and the capability to track users who have viewed and/or downloaded the recording files(s).
SUBSECTION 5 - VVS MONITORING AND RECORDING REQUIREMENTS	
5.001	The VVS must permit the County to fully record and monitor all standard and video visitation sessions from any standard or video visitation station within the Sheriff Facilities unless there are restrictions that prohibit the recording and monitoring of certain sessions such as attorney-client restrictions.
5.002	The VVS shall automatically start each video visitation session at the designated start time.
5.003	The VVS shall allow County to determine if a visit is to be cancelled if the visitor does not check-in on time or after a set amount of time, and if the visitation session will count against the inmate's visitation quota.
5.004	The VVS shall automatically attempt to reconnect a video visitation session if connectivity is lost.
5.005	The VVS shall include an alert system that will detect visitation sessions made by a particular inmate or visitor.
5.006	The VVS shall have the capability to display an onscreen countdown clock timer on the inmate and the visitor stations.
5.007	The Contractor shall retain video visitation sessions online for a minimum of 90 days, but may require retention up to 1 year.
5.008	Contractor shall store all video visitation sessions offline for the life of the Contract plus 3 years after the termination of the contract. In the event County requests visitation session recordings, Contractor shall provide the requested information within two (2) business days upon receipt of the request from County.

SECTION G - TABLET REQUIREMENTS

SUBSECTION 1 - TABLET SPECIFICATIONS

REQUIREMENT NUMBER	DESCRIPTION

1.001	Tablets shall interface with the County's JMS, commissary, ITS, and/or VVS, at no cost to the County allowing inmates to access Tablet services; County prefers the same inmate identifier is used for Tablets as the inmate identifier for ITS and VVS. The County will not be responsible for paying any amount(s) associated with the required interface(s).
1.002	Tablets shall be configured to only allow inmates access to the services and applications approved by the County. Additional applications shall be mutually agreed upon by the County and Contractor. Inmates shall be prohibited from having any access to any external applications. Tablets must communicate with pre-approved applications and dedicated networks only.
1.003	Tablets shall be restricted to Contractor wireless access points only and shall be unable to connect to other wireless network access points. In the event tablets are able to access outside websites, networks, or applications, Contractor shall be liable for liquidated damages as described in **Additional Terms and Conditions #30**.
1.004	Contractor shall provide the County with remote access to Tablets at no cost to the County for the purpose of administering, monitoring, overseeing and reviewing transactions and activity associated with the applications and services offered. The following reports (at a minimum) shall be made available for each Sheriff Facility as applicable for monitoring and investigative purposes. In the event remote access and/or requested reporting is not available by implementation, Contractor shall be liable for liquidated damages as described in **Additional Terms and Conditions #30**. New reports, as requested by County, shall be developed and provided by Contractor at no cost to County:
1.005	Transactions by inmate;
1.006	Application usage by inmate;
1.007	Totals by inmate;
1.008	Totals by Tablet;
1.009	Daily, weekly and monthly statistics.
1.010	Contractor's user application for the Tablet solution shall provide the capability to export the reports in a mutually agreed upon format agreed to by County and Contractor.
1.011	Contractor shall have the capability to disable and/or shut off services to a single Tablet or group Tablets based on the user level and password, and not interrupt other Tablets.
1.012	Tablets shall be provided to the County with access to approved application content including a variety of games, music and entertainment, free applications / services, including law library and educational programs.
1.013	Tablets provided by Contractor shall be configured to provide certain "free" services to the inmate population at no charge. Such "free" services shall include:
1.014	Clock;
1.015	Calendar;
1.016	Dictionary;
1.017	Calculator;

1.018	PDF documents approved by County;
1.019	PDF viewer;
1.020	Electronic submission of inmate requests;
1.021	Commissary purchases;
1.022	Debit purchases;
1.023	Trust account look-up;
1.024	Inmate handbook;
1.025	Inmate notices/bulletins; and
1.026	Court date/release information.
1.027	The reports shall be available to County and its agency partners from all control workstations and remote access computers depending on the user's access level.
SUBSECTION 2 - TABLET SPECIFIC INSTALLATION REQUIREMENTS	
2.001	Contractor shall provide a minimum of a 2:1 inmate to tablet ratio at all times, excluding requisite spares, in select housing units as dictated by the County. County shall provide Contractor with the prior months Average Daily Population (ADP) by the fifteenth (15th) calendar day of each month. Any additional required Tablets to meet this ratio and mutually agreed upon onsite back up inventory, will be delivered to the County within fifteen (15) days of notification of ADP. In the event Contractor does not maintain the required inmate to Tablet ratio, under normal circumstances within the Contractor's control, Contractor may be liable for liquidated damages as described in **Additional Terms and Conditions #30**. Both parties agree that delays in manufacturing and/or shipping are outside of the Contractor's control and supply chain delays will not be counted against the Contractor when evaluating Liquidated Damages. Contractor may need to provide proof of such delays upon County request to avoid liability for liquidated damages.
2.002	Contractor shall be provided with the ADP for the month prior to execution of this Agreement and shall use this ADP as the number of Tablets expected to be installed during initial installation.
2.003	Replacement Tablet(s) that have been subjected to intentional damage, as determined and mutually agreed upon by both parties, requested or required to maintain a contractual inmate-to-tablet ratio will be provided at a rate of up to $249.99 per tablet, which includes shipping, processing, maintenance, and the software license for the use of the tablets. Contractor will invoice County only for tablets returned due to intentional damage. Contractor will retain ownership of the tablets and all licensed software.
2.004	Tablets shall be suitable for a correctional environment, sturdy, vandal and tamper resistant and shall be enclosed in a durable, sealed case.
2.005	Tablets shall not utilize external speakers. Contractor shall ensure earbuds are clear and designed in accordance with standard correctional security and environmental concerns, including suicide prevention.
2.006	Tablets shall be capable of restricting inmate usage to the specific housing units to which the inmate is assigned.
2.007	Contractor shall provide informational flyers/posters in English, Spanish, Vietnamese, Cantonese, Portuguese, French, Armenian, and Mandarin outlining all Tablet services/offerings, and the cost of those services to post at the Sheriff Facilities at no cost to County.

2.008	Upon completion of the initial installation and any ongoing installations, Contractor shall provide County with a list of all Tablets, charging stations, equipment specifications and locations of each device.
2.009	Contractor shall provide County with the number of mobile charging stations as outlined in **Section I (Facility Specifications)**.
SUBSECTION 3 - KIOSKS	
3.001	Contractor shall provide touchscreen payment kiosks at the Sheriff Facilities to allow the newly booked inmates to deposit funds into their trust account during the booking process at no cost to County.
3.002	Upon each completed transaction, the booking kiosk(s) shall print receipts and take a picture of the inmate. The booking kiosk shall be capable of providing (2) two copies of a receipt for every completed transaction - one to be provided to the inmate and one for the Facility.
3.003	During the life of the Contract, Contractor shall ensure no fees/charges are implemented for deposits made by inmates through the booking kiosk(s). County shall notify Contractor of any unapproved additional fees and/or charges associated with the kiosks of which County becomes aware of. The unapproved fees and/or charges are subject to liquidated damages as specified in **Additional Terms and Conditions #30.**
3.004	Contractor shall provide lobby payment kiosks at the Sheriff Facilities, as identified in **Section I (Facility Specifications)** for use by visitors to the Facilities as a supplement to the current cashier processes for receiving trust fund payments. The kiosks shall be no cost to the County. The kiosk payment services shall include, but not be limited to, deposits into an inmate trust, commissary, pre-paid collect or debit account.
3.005	Contractor shall be responsible for all maintenance, collections, accounting, reporting and remitting of funds back to County for deposit into the appropriate inmate accounts.
3.006	Contractor agrees to provide cash collection services for the Kiosks at no cost to County and at a frequency approved by County. County prefers Contractor utilized armed personnel for collection of funds. Such armed personnel service must comply with County security policies and entry to the Sheriff Facilities.
3.007	Contractor shall be capable of providing authorized users with access to transaction history and inmate photos as well as the option to print additional receipts.
3.008	Contractor shall provide to County a detailed weekly ACH reconciliation report that includes all credit and debit card and cash transactions for the preceding week (Monday-Sunday).
3.009	Contractor shall be responsible for any costs associated with an interface if one is required to implement any of the technologies associated with the kiosks.
3.010	County will not be responsible for any costs associated with the installation and ongoing maintenance, repair or replacement of the kiosks.
3.011	All fees/charges associated with the kiosks in **Attachment B, Rates and Fees**.
3.012	Contractor shall be responsible for all maintaining and properly securing all tools and keys associated with the kiosks.

3.013	Before any changes to the fees/charges associated with deposits through the lobby kiosks are implemented, Contractor must submit a written request to receive approval from County. County will respond in writing to Contractor's request. Unapproved adjustments implemented without the prior written approval from County are subject to liquidated damages as specified in **Additional Terms and Conditions #30.**
SUBSECTION 4 - ELECTRONIC TRUST ACCOUNT DEPOSIT	
4.001	The lobby kiosk shall have the capability to record all activity of the user in an auditable format which may be tracked through Contractor's system.
4.002	Contractor shall provide multiple funding methods to allow users to fund inmate trust accounts. These methods shall include, but not be limited to, telephone funding (both live agent and automated) and online funding through Contractor's website and mobile application.
4.003	Contractor shall provide County and its Designated Agent with remote access to its web based user application for the purpose of administering, monitoring, overseeing and reviewing transactions associated with the applications/services provided under this Contract. Remote access shall be provided by Contractor at no cost to County or its Designated Agent.
4.004	At no cost to County, Contractor shall provide analytical features, including searchable interfacing in order to establish funding relationships of all "linked" people making similar transactions.
4.005	Access to Contractor's system shall require the use of a username and password. The access levels shall be designated by County.
4.006	Contractor shall store all reports and data online for the life of the Contract. A copy of all reports and data shall be stored offline by Contractor for a minimum period of two (2) years following the expiration or termination of the Contract. Archival and/or offline transactions, reports, and data shall be retrieved and provided by Contractor to County within two (2) business days upon receipt of the requested transactions, reports, and/or data.
4.007	Contractor's system shall have capability to allow County to query all transactions and data stored.
4.008	Contractor's system shall have the capability to alert County staff of specific activity based on pre-set criteria in Contractor's system via email.
4.009	Contractor's system shall have the capability to track certain activities and patterns. The following reports (at a minimum) shall be made available as applicable for monitoring and investigative purposes. New reports, as requested by County, shall be produced by Contractor at no cost to County.
4.010	Deposits by inmate;
4.011	Deposits by sender;
4.012	Daily, weekly, and monthly statistics;
4.013	Totals by inmate;
4.014	Totals by kiosk;
4.015	Totals by Facility; and
4.016	Totals by transaction type.
4.017	Contractor's system shall provide the capability to customize reports in a format mutually agreed upon by County.

4.018	Contractor's system shall have the ability to capture all activity and tasks performed by each system user.
4.019	These services shall be provided to County at no cost.

SECTION H - ADDITIONAL TECHNOLOGY	
SUBSECTION 1 - AUTOMATED INFORMATION SYSTEM	
REQUIREMENT NUMBER	**DESCRIPTION**
1.001	At the request of the County, Contractor shall provide its automated information technology system (AITS) at no cost to County as part of Contract which shall include integration with County's JMS. County shall not be responsible for any costs associated with an interface.
1.002	The AITS shall make certain basic jail information and inmate-specific information available to the general public, including, but not limited to:
1.003	Location;
1.004	Directions;
1.005	Visitation hours;
1.006	Inmate lookup;
1.007	Release dates;
1.008	Upcoming court dates; and
1.009	Bond inquiries.
1.010	The AITS shall make certain information available to inmates, including, but not be limited to:
1.011	Commissary balances;
1.012	Charges;
1.013	Court dates, including time and location; and
1.014	Bond amounts and types.
1.015	All information shall be made available at County's discretion.
1.016	Contractor's AITS shall be configured to update the AITS system from County's JMS data every 15 minutes, at minimum.
1.017	Contractor's AITS shall provide the public and inmates information in both English and Spanish. County shall have the ability to request additional languages at no cost to County
1.018	The AITS shall have 7-days a week, 24-hours a day availability with a 99% uptime (with the exception of downtime for repair or upgrade that is pre-scheduled with Contractor and County). Availability shall be tracked and reset on a monthly basis.

	Contractor shall resolve all reported AITS service issues within 48 hours after receipt of service request from County.
1.019	County reserves the right to add or remove AITS at any time during the term of Contract.
SECTION 2 - CELL PHONE DETECTION	
2.001	Contractor shall provide 10 number of portable cellular phone detection units ("Cell Phone Detectors") as required or requested by County at no cost to County.
2.002	Cell Phone Detectors shall be capable of detecting contraband cellular phones in both on and off positions and anywhere on the inmate's body or in an inmate's body cavity.
2.003	Cell Phone Detectors shall be capable of detecting other dangerous contraband such as weaponized metal objects anywhere on the inmate's body or in an inmate's body cavity.
SECTION 3 - VOICE-TO-TEXT TECHNOLOGY	
3.001	At County's request, Contractor shall implement and maintain a voice-to-text transcription feature for the ITS. The voice-to-text transcription feature shall have 7-days a week, 24-hours a day availability with a 99% uptime (with the exception of downtime for repair or upgrade that is pre-scheduled with Contractor and County). Contractor shall resolve all reported voice-to-text transcription service issues within 48 hours after receipt of service request from County.
3.002	The voice-to-text feature shall allow authorized users to select recorded calls for transcription and shall also have the capability for authorized users to establish criteria tied to the voice biometric engine/keyword search engine to automatically identify calls for transcription.
3.003	Contractor's voice-to-text transcription software shall have the capability to transcribe in both English and Spanish. County shall have the ability to request additional languages at no cost to County.
3.004	Contractor's voice-to-text transcription software shall have an internal translation feature to allow authorized users to select the language into which the selected call shall be translated.
3.005	Contractor's transcription feature shall include a spoken word search to allow investigators to select all calls which meet the investigator's criteria to be transcribed and sent via email to their own account or to multiple email accounts.
SECTION 3 - DEBIT RELEASE CARDS (Intentionally Left Blank)	
SUBSECTION 4 - VOICE BIOMETRICS	
4.001	Contractor shall provide its initial voice biometric technology through its ITS at no cost to County. County reserves the right to add or remove voice biometrics at any time during the term of the Contract.
4.002	Contractor's voice biometric technology must be integrated into Contractor's ITS, provide investigative and analytic tools and reporting, and be accessible via the ITS user application.
4.003	Contractor's voice biometric feature shall allow for both supervised and covert enrollment of the inmate’s voice print. Contractor shall work collectively with County on enrollment process

4.004	County shall have access to all voicemails via the ITS user application.
4.005	Contractor's voice biometric feature shall enable authorized users to have an inmate create a new voice print without assistance from Contractor.
SUBSECTION 5 - DATA ANALYTICS	
5.001	Contractor shall provide its investigative, data mining and analysis tools as part of the ITS services and at no cost to County.
5.002	Data analysis tools shall be integrated into Contractor's ITS and provide data mining tools in order to make reports available in real time to authorized Facility staff.
5.003	At County's request, Contractor shall make available its Call IQ - Inmate-to-Inmate Call Detection at no cost to County.

SECTION I - FACILITY SPECIFICATIONS			
Data Category	**Central Jail Complex**	**Theo Lacy Facility**	**Western Medical Ward**
Average Daily Population (ADP):	1,334	2,028	11
Number of Beds:	1,813	3,442	11
Facility Type:	Sheriff Facility	Sheriff Facility	Sheriff Facility
Inmate Type:	County	County	County
Call Time Limit:	30 Minutes	30 Minutes	30 Minutes
Hours of Availability for Inmate Telephones:	12:00 a.m. - 11:59 p.m.	12:00 a.m. - 11:59 p.m.	12:00 a.m. - 11:59 p.m.
Hours of Availability for Booking Telephones:	12:00 a.m. - 11:59 p.m.	12:00 a.m. - 11:59 p.m.	12:00 a.m. - 11:59 p.m.
Inmate Telephones Required:	316	302	0
Required Telephone Cord Length (Inmate Telephones):	18"	18"	N/A
Visitation Telephones Required:	182 (91 stations)	212 (106 stations)	0
Required Telephone Cord Length (Visitation Telephones):	32"	32"	N/A
Portable Phones Required:	3	3	2 Cordless
TDD Devices Required:	1	2	1
VRS Units Required:	1	1	0
Inmate Video Visitation Stations Required:	87	63	0
Required Cord Length (Inmate Video Visitation Stations):	18"	18"	N/A
Required VVS Control Workstations:	3	2	N/A
Required Tablets at capacity (2:1 ratio as outlined in **Section G – Tablet Requirements**):	907	1,721	0
Initial Number of Tablets Required at Installation (including 10% backstock):	734	1,115	0

Remaining Number of Tablets installed based on ADP capacity:	264	778	0
Required Charging Stations:	36	69	0
Required Kiosks (Lobby):	1	1	0
Cell Phone Detector Units:	5	5	N/A
Required Kiosks (Booking):	1	1	N/A
Required Kiosks (Registration)	1	1	N/A
Data Category	**Juvenile Hall**	**Youth Guidance Center and Leadership Academy**	**INTENTIONALLY LEFT BLANK**
Average Daily Population (ADP):	110	65	
Number of Beds:	325	325	
Facility Type:	Probation Facility	Probation Facility	
Inmate Type:	County	County	
Call Time Limit:	30 Minutes	30 Minutes	
Hours of Availability for Inmate Telephones:	07:00 p.m. - 08:30 p.m.	07:00 p.m. - 08:30 p.m.	
Hours of Availability for Booking Telephones:	N/A	N/A	
Inmate Telephones Required:	72	72	
Required Telephone Cord Length (Inmate Telephones):	18"	18"	
Visitation Telephones Required:	0	0	
Required Telephone Cord Length (Visitation Telephones):	N/A	N/A	
Portable Phones Required:	N/A	N/A	
TDD Devices Required:	1	1	
VRS Units Required:	0	0	
Inmate Video Visitation Stations Required:	0	0	
Required Cord Length (Inmate Video Visitation Stations):	N/A	N/A	
Required VVS Control Workstations:	N/A	N/A	
Required Tablets:	0	0	
Required Charging Stations:	0	0	
Required Kiosks (Lobby):	0	0	
Cell Phone Detector Units:	TBD	TBD	
Required Kiosks (Booking):	N/A	N/A	
Required Kiosks (Registration)	N/A	N/A	

ATTACHMENT B
RATES AND FEES

Any additional fees to be charged to inmates or visitors must be approved by County prior to implementation. County and Contractor shall mutually agree on the method of revenue share due to County associated with the additional charges/fees. Unapproved fees and/or charges are subject to liquidated damages as specified in the Contract, **Additional Terms and Conditions, #30**.

ITS REQUIRED CALLING RATES		
Category	**Per Minute Rate**	**Maximum Cost of Call (30 Minutes)**
Local/In-State, and Interstate		
Collect/Direct Bill/Debit/Pre-Paid Collect	$ 0.07	$ 2.10
International		
Collect/Direct Bill/Debit/Pre-Paid Collect	$0.14 + applicable international wholesale carrier charges. International collect is not supported.	$ 4.20 + Pass-through Only (No Mark Up Allowed)
Inbound Voicemail	$ 1.00 .	N/A
TDD Calls	$ 0.00	N/A
ITS REQUIRED FEES		
Fee Type	**Amount**	**Frequency**
Pre-Paid Collect Funding Fee		
Third Party	Not to exceed $6.95	Pass Through Only
REQUIRED VVS RATES		
Category	**Per Minute Rate**	**Avg. Cost/Visit 30 Minutes**
30-Minute Remote Video Visitation Session:	$ 0.30	$ 9.00
All Other Fees:	Not Allowed	
TABLET CONTENT ACCESS RATES		
Category	**Fee Name**	**Fee Amount**
Educational Content	N/A	$ 0.00
Religious Content	N/A	$ 0.00
Inmate Grievances/Requests	N/A	$ 0.00
Law Library	N/A	$ 0.00
Commissary Ordering	N/A	$ 0.00
Electronic Messages (End-User)	Per-Message Fee	$ 0.25
Video Messages (End-User)	Per-Message Fee	$ 0.25
Entertainment Media - Games	Per-Minute Fee	$ 0.05
Entertainment Media - Movies	Per-Minute Fee	$ 0.05

Entertainment Media - Music	Per-Minute Fee	$	0.05
Entertainment Media - Streaming	Per-Minute Fee	$	0.05

ELECTRONIC TRUST FUNDING FEES*	
Cash Deposits (Lobby Kiosk)	
$0.01-$50.00	$2.49
$50.01-$200.00	$2.95
Web/Mobile/IVR Deposits	
$0.01-$100.00	$3.99
$100.01-$200.00	$4.99
Cash Walk-in-Retail	
$0.01-$200.00	$3.95

* Cost recovery only and not factored into revenue share

ATTACHMENT C
REVENUE SHARING AND COST RECOUPMENT

This is a Revenue Sharing Contract between the County and the Contractor for service provided in **Attachment A, Scope of Work**. Contractor shall pay revenue to the County as follows:

Contractor shall pay, on a monthly basis, the greater of a Minimum Monthly Guarantee ("MMG") or a revenue share calculated on Gross Revenue, as defined in **Attachment A, Scope of Work**, **Section A (General Conditions)**, by the 15th of the month immediately following the month in which the revenue was earned.

In addition, Contractor shall pay the County $50,000.00 per month s an administrative payment to recover County's internal and external costs associated with management of inmate communications, which is due and payable on the 15th of each month concurrently with the monthly revenue.

Contractor and County shall evaluate Gross Revenue generated through all communications services annually, or more frequently if requested by the County, to identify fluctuations in Gross Revenue. Both parties agree to negotiate additional revenue share amounts in response to identified increases in Gross Revenue, but at no point throughout the life of the Contract shall the Revenue Share amounts fall below those identified below without written approval from the County. Upon execution of the Contract, Contractor and County shall establish a mutually agreed upon baseline of Gross Revenues for which to base subsequent annual evaluations off of.

Revenue Share and Administration Fee Payment			
Category	**Amount**		**Frequency**
ITS Revenue Share (%)		64%	Monthly
Inbound Voicemail Revenue Share (%)		50%	Monthly
VVS Revenue Share (%)		25%	Monthly
Tablet Media Revenue Share (%)		25%	Monthly
Monthly Administration Fee Payment	$	50,000.00	Monthly
ITS Monthly Minimum Guarantee	$	83,333.33	Monthly

Revenue share and administrative payments shall be sent by Contractor to the County at the following address:

County of Orange
Sheriff-Coroner/Financial Services Division
320 N Flower St., Suite 108
Santa Ana, CA 92703
Attn: Cindy Vuong
Ph: 714.834.6787

ATTACHMENT D
COUNTY SUPPLIED ITEMS AND ASSISTANCE

1. At County's sole discretion, County will furnish Contractor the following:

   a. County will mail copies of the applicant's complete background packet.

2. The following items will be discussed in detail with County representatives in initial project kick-off meeting. These are in addition to general personnel support needs (e.g., participation in Project Planning meetings) included in the Implementation Plan. Since GTL ITS is already installed and functioning in Sheriff Facilities, the information and other support required from the County is greatly reduced from a new installation.

   Pre-Installation Logistics

   For each facility, the Sheriff will provide the following information:
   - What clearance process must be completed for a site survey?
   - What clearance process must be completed for an installation crew?
   - What clearance process must be completed for a training/go-live crew?
   - What hours are the installation crew permitted to be onsite?
   - Does the facility permit overnight tool storage in a secure location within the facility?
   - Does the facility permit parking of installation trailers in a secure location at the facility?
   - What is the receiving and storage process of GTL-provided equipment? Can the Sheriff store equipment the week before and for the duration of the installation?

   LAN (Network Install and Testing)

   For each facility, the Sheriff shall provide the following information (in relation to new systems to be installed):
   - Whether County has dark fiber or available copper from MDF to all IDF
   - IDF locations along with space & power available and environmental conditions
   - Whether IDF is within 300' cable run feet of the WAP and In-Pod Kiosk placements
   - If existing cabling from IDF to living pods will be reused, what CAT specification is in place and how far from IDF?
   - Whether Wireless Access Points & Flex Link in-pod kiosks can be installed with Power-Over-Ethernet (POE) provided from the switch in the IDF

   In-pod installation
   - Housing unit list with ADP, Bed Count, Classification, and relevant device (Kiosk, Tablet) Counts
   - IDF will provide data and power via ethernet cabling to WAP and Kiosks Any security requirements for installing WAP and Kiosks?
     - Any customer requirements for installing new or using existing devices?
     - Union requirements for cabling or for equipment install?
     - Code requirements?

3. Contractor does not require any County furnished equipment, materials or facilities other than the aforementioned applicant background packets and information.

3. ATTACHMENT E
IMPLEMENTATION PLAN

ATTACHMENT F
SERVICE EXCALATION MATRIX

Priority 1	50% or more of the service at a single site or housing unit is out of service, any call processor or node failure, any failure in call restriction functions, any data and/or security breach incidents, any system failure resulting in the recording of calls previously set as private/do not record, or any other condition that renders the system incapable of performing all its normal functions. • Response time is less than one (1) hour. • Resolution time is less than three (3) hours without site visit. • Resolution time is less than six (6) hours with a site visit.
Priority 2	25%-50% of the service at a single site or housing unit is out of service or any device that has an impact on the site's ability to conduct normal business. The sequestration of call recordings to private call numbers not previously verified as private/do not record, but who have since been verified as belonging to an attorney. • Response time is less than two (2) hours. • Resolution time is less than six (6) hours without site visit. • Resolution time is less than ten (10) hours with a site visit.
Priority 3	0%- 25% of the service at a single site or housing unit is out of service, local exchange or area code issues or PIN administrative issues that have a limited impact on ability to conduct normal business • Response time is less than two (2) hours. • Resolution time is less than six (6) hours without a site visit. • Resolution time is less than fourteen (14) hours with a site visit.
Priority 4	Items that are on a software fix list or related to administrative issues that are informational or non-service affecting conditions or not business critical. • Response time is less than four (4) business hours. • Resolution time is less than twenty-four (24) business hours w/o site visit. • Resolution time is less than twenty-four (24) business hours with site visit.

Severity	Work Order Update
P-1	Every 2 hours
P-2	Every 4 hours
P-3	Every 6 hours
P-4	Every 8 hours
N/A	As Needed

Priority of any service escalation can be lowered with County's written approval.

Trouble Escalation Path/ Authority Levels

Escalation Level	Escalation Personnel
Level 1	On-Site Technicians
Level 2	Edward Hamrick Field Services Manager
Level 3	Eric Hoffman Field Service Director
Level 4	Ken McNiel Associate Vice President of Field Services
Level 5	Aaron Webster SVP, Service Excellence
Level 6	Rick White Chief Operations Officer
Level 7	Deb Alderson Chief Executive Officer

Security Incidents

All of Contractor's employees are part of the security team and therefore are expected to monitor for and report any suspicious activities to the Information Security Department. This includes strange emails, unexpected results from applications/servers (e.g., locked accounts, server reboots, memory allocation errors, etc.), suspicious individuals on site, etc. The Information Security Department will evaluate potential cyber security incidents in relation to current and potential technical effect, business impact and criticality of the affected resources. Below are the four unique severity levels and criteria related to Security Incidents. The Severity Level for a specific incident, may be lowered with approval from the County.

//
//

Severity Level	Criteria
Level 1 – High/Critical	1) An active attack has been discovered on the system or network. (e.g., denial of service or rapidly spreading malicious code) 2) Serious attempt or actual breach of security (e.g., multi-pronged attack, denial of service attempt, virus infection of a critical system or the network, successful buffer/stack overflow, or where a perpetrator maliciously attacked our systems and as a result obtained sensitive data. 3) Components compromised that store or process such data (e.g., broken lock, stolen papers) or a second, recurring Level 2 attack. 4) It has been determined that other organizations' systems are affected, such as business partners or outside organizations. 5) It has been determined that the resources involved are in the critical or high categories. (This would include any system in one of the secure Contractor network segments.) 6) The incident has an impact or potential impact of a Financial loss; b Loss or compromise of data; c Violation of legislation/regulation; or d Damage to the integrity or delivery of critical goods, services, or information
Level 2 - Medium	1) One instance of a clear attempt to obtain unauthorized information or access (e.g., attempted download of secure password files, attempt to access restricted areas, single computer successful virus infection on a non-critical system, unauthorized vulnerability scan) or a second, recurring Level 3 attack. 2) Any Level 3 incident relating to systems storing sensitive or confidential data or originating from unauthorized internal systems should be re-classified as a Level 2. 3) It has been determined that the data involved is classified as publicly available.

	4) The breach has been contained and downgraded from a Level 1 attack, but the vulnerability that caused the incident has not been determined or mitigated.
Level 3 - Low	1) One instance of potentially unfriendly activity (e.g., finger, unauthorized telnet, port scan, corrected virus detection, unexpected performance peak). 2) The breach has been contained or the incident has been resolved, resulting in no risk to the company.
Level 4 - Unknown	1) Should be used when none of the other severity levels or criteria can be met or determined. 2) Any attempted attack or unauthorized intrusion that was unsuccessful/blocked by a security control or process.

Requirements for notifications, updates, and mitigation after an Incident are more fully set forth below and in Additional Terms and Conditions, Paragraphs 39 through 41.

Trouble Escalation Path/ Authority Levels

Reporting Requirements	
Reporting Requirement	The employee that detected the security incident is responsible for notifying the Contractor's VP of Information Security within thirty (30) minutes of detection.
Escalation	If the security incident is deemed a threat by the Contractor's VP of Information Security, the security team will begin remediating the vulnerability immediately and will inform the Contractor's COO within 30 minutes of being reported of the potential security incident.
Escalation Level Involvement	Based on the determined risk of the incident, the Contractor's COO may make the Contractor's CEO aware of the Security Incident.

Attorney Recordings

The identification of a recorded attorney telephone call is a high priority incident, even if it's one call. Below is the escalation path to raise awareness of the recorded call and ensure it is dealt with promptly and appropriately to the County's satisfaction. There will be parallel communication with the Legal department to engage once the alleged recording is identified.

Escalation Level	Escalation Personnel
Level 1	Edward Hamrick Field Services Manager
Level 2	Eric Hoffman Field Service Director
Level 3	Ken McNiel Associate Vice President of Field Services
Level 4	Aaron Webster SVP, Service Excellence
Level 5	Rick White Chief Operations Officer

Upon the confirmed identification of a previously unidentified recorded attorney call, a ticket will be raised with Technical Support to sequester the call(s) in question. Technical Support will sequester the call(s) within 24 hours of receipt of the ticket. County's authorized personnel shall be notified immediately, but no later than one business day after identification of the alleged recording.

Data Breach

Contractor uses a Security Information and Event Management (SIEM) tool to centrally capture and protect the logs of critical production assets. The employee that detects a Security Incident, is responsible for notifying Contractor's VP of Information Security within thirty (30) minutes of detection. Contractor's Security Department will immediately report any resulting Data Breach to, and work together with, the County's authorized personnel to provide appropriate information in understanding the impact of the Data Breach, including ongoing reports as is set forth in Additional Terms and Conditions, Paragraph 39.

If the Security Department reasonably believes that a Security Incident has resulted in data being accessed by unauthorized persons, the incident will be classified as Level 1 and in addition to carrying out the tasks described below and in Additional Terms and Conditions, Paragraph 39, the Security Department will immediately notify the Chief Operations Officer

("COO"). The COO will then designate an incident response team comprised of personnel from both the Information Security and, as well as any other personnel that the VP of Information Security deems appropriate.

Under the management of the COO, this incident response team will work to make certain that Contractor's response to an incident involving a Data Breach is consistent with any applicable state and federal laws related to these types of incidents, including any security breach notification laws.

1. Contain, Eradicate, Recover, and perform Root Cause Analysis
2. Complete the Incident Response Form (See Standard Operating Procedure (SOP) SEC-004003)
3. If the incident involved credit card systems, the Acquirer and applicable card associations must be notified.
4. Individuals whose personal data was, or is reasonably believed to have been, acquired by unauthorized persons shall be notified pursuant to CA Civil Code section 1798.82 and all other applicable laws.
5. Contain the intrusion and decide what action to take. Consider unplugging the network cables, applying highly restrictive ACLs, deactivating, or isolating the switch port, deactivating the UserID, terminating the User's session/change password etc.
6. Collect and protect information associated with the intrusion via offline methods. If forensic investigation is required, the Information Security Department will work with the Legal Department and management to identify appropriate, independent, industry-recognized forensic specialists.
7. Notify Contractor's senior management of the situation and maintain notification of progress at each following step.
    - Eliminate the intruder's means of access and any related vulnerabilities.
    - Research the origin of the connection.
    - Contact ISP and ask for more information regarding attempt and intruder, reminding them of their responsibility to assist in this regard.
    - Research potential risks related to or damage caused by intrusion method used.

//

Trouble Escalation Path/ Authority Levels

Reporting Requirements	
Reporting Requirement	The employee that detected the data breach is responsible for notifying the Contractor's VP of Information Security within thirty (30) minutes of detection.
Escalation	If the data breach is deemed a threat by the Contractor's VP of Information Security, the security team will begin remediating the vulnerability immediately and will inform the Contractor's COO within 30 minutes of being reported of the potential data breach.
Escalation Level Involvement	Based on the determined risk of the incident, the Contractor's COO may make the Contractor's CEO aware of the Data Breach.

ATTACHMENT G

TOOL CONTROL POLICY

Orange County Sheriff's Department Tool Control Policy

Tool Control Guidelines for Contractors Working in Correctional Facilities

The Orange County Sheriff's Department has implemented a Tool Control Program at all jail facilities. The purpose of the program is to increase the safety at the facilities by keeping dangerous tools out of the hands of inmates. All contractors entering one of these facilities will be required to comply with the program requirements. The security staff at these facilities will make every effort to minimize any inconvenience caused by this program. We are providing you these guidelines so you can prepare the necessary documentation in advance to minimize any delay entering the facility.

All contractors performing work inside the security area of the facilities will be required to have their tools inventoried upon entry to, and exit from the facility.

Instructions for persons entering the facility:

- Complete the attached inventory form listing all of the tools you will need to take inside (preferably prior to arrival at the facility). Limiting the number of tools needed, will speed your entry and departure.
- Present the written inventory at the entrance to the facility at which you are working.
- A member of the security staff will compare the tools you are taking into the facility to your written inventory and return the form to you after signing it.
- A member of the security staff will repeat the inventory on your way out of the building to make sure you have not left any tools at the job site.
- The security staff will retain the original inventory, but will make you a copy if you need one.
- Contractors performing regular work at these facilities should prepare advance inventories for each toolbox with a few blank lines at the bottom and store the inventories on a computer. When you need to come to a facility, you can print the appropriate pages to take with you and handwrite any additional special tools at the bottom.
- If needed, you will be allowed entry to the facility to look at the work to be done prior to determining what tools you will need to minimize the number of tools subject to the inventory requirement.

Instructions for vehicles entering the facility:

- All vehicles entering the secured parking area of any correctional facility operated by the Orange County Sheriff's Department will be subject to search and will be logged in and out at the gate.
- Vehicles entering the Intake Release Center or Theo Lacy Facility will not need to have the tools inventoried. You will only need to inventory the tools to be carried inside the facility.
- Vehicles entering the James A. Musick Facility will need to be inventoried prior to entering and exiting the facility.

Contact Information if you have questions about this policy or need more information:

James A. Musick Facility • (949) 855-7777

Intake Release Center • (714) 647-6120

Theo Lacy Facility • (714) 935-6216

JOB TOOL INVENTORY LIST

Date: Name: WO#

*Security staff must initial and write down their badge number for both the in and out inventory.

Tool / Id #	In	Out
1)	☐	☐
2)	☐	☐
3)	☐	☐
4)	☐	☐
5)	☐	☐
6)	☐	☐
7)	☐	☐
8)	☐	☐
9)	☐	☐
10)	☐	☐
11)	☐	☐
12)	☐	☐
13)	☐	☐
14)	☐	☐
15)	☐	☐
16)	☐	☐
17)	☐	☐
18)	☐	☐
19)	☐	☐
20)	☐	☐
21)	☐	☐
22)	☐	☐
23)	☐	☐
24)	☐	☐
25)	☐	☐
26)	☐	☐
27)	☐	☐
28)	☐	☐

ATTACHMENT H

LABOR AND MATERIAL PAYMENT BOND / PERFORMANCE BOND

County of Orange
Orange County Sheriff-Coroner Department

FAITHFUL PERFORMANCE BOND

BOND NO. _____

(The premium charged on this bond is $_____, being at the rate of $_____ per thousand of the Contract price.)

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the COUNTY OF ORANGE, State of California, entered into a contract dated _____ reinafter called "Contract," with

_____
(Name and Address of Contractor)

hereinafter called "Principal," for the work described as follows:

_____

_____; and

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract, and,

NOW, THEREFORE, WE, the Principal, and

_____
(Name and Address of Surety (ies))

duly authorized to transact business under the laws of the State of California, as Surety(ies), hereinafter called "Surety(ies)," are held and firmly bound unto COUNTY OF ORANGE in the penal sum of _____ Dollars ($_____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to, and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract, and in any alteration thereof made as therein provided, on his or its part to be kept and performed, at the time and in the manner therein specified, in all respects according to their true intent and meaning, and shall indemnify, defend with counsel approved in writing by COUNTY, and save harmless the COUNTY OF ORANGE, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue. As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included cost and reasonable expenses and fees incurred by COUNTY in successfully enforcing such obligation, all to be taxed as cost and included in any judgment rendered. And the said Surety (ies), for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____.

APPROVED AS TO SURETY AND LIMITS

By _____
CEO/Risk Management

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By _____
Deputy

CONTRACTOR

By _____
Name & Title (see footnote)

By _____
Name & Title (see footnote)

SURETY (ies)

By _____

By _____

Dated _____

Footnote: Pursuant to the requirements of California Corporations Code section 313, one of the following two methods must be used by a corporation when it enters into a contract with the County:

1) Two people must sign the document. One of them must be the chairman of the board, the president or any vice president. The other must be the secretary, any assistant secretary, the chief financial officer or any assistant treasurer.
2) One corporate officer may sign the document, providing that written evidence of the officer's authority to bind the corporation with only his or her signature must be provided. This evidence would ideally be a corporate resolution.

Signature of Surety(ies) representative must be notarized. Attach certificate of notarization to this document.
Name of Surety(ies) Company must be typed or stamped above signature line of surety(ies) representative.

County of Orange
Orange County Sheriff-Coroner Department

LABOR AND MATERIAL PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS COUNTY OF ORANGE has awarded to

_____
(Contractor's Name and Address)

hereinafter called "Contractor," a contract for the work described as follows:

_____

_____
hereinafter called "Contract"; and,

WHEREAS, said Contractor is required by the provisions of Sections 9550 et. seq. of the Civil Code to furnish a bond in connection with said Contract, as hereinafter set forth; and,

NOW, THEREFORE, WE, the undersigned Contractor, as Principal, and

_____
[Name and Address of Surety (ies)]

duly authorized to transact business under the laws of the State of California, as Surety(ies), hereinafter called "Surety(ies)," are held and firmly bound unto COUNTY OF ORANGE in the penal sum of

_____ Dollars ($_____), lawful money of the United States, said sum being not less than the estimated amount payable by the said COUNTY OF ORANGE under the terms of the Contract, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

BOND NO. _____

THE CONDITION OF THIS OBLIGATION is such that, if said Contractor, his or its heirs, executors, administrators, successors, and assigns, or subcontractors, shall fail to pay for any materials, provisions, provender or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work under the Contract to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, as required by the provisions of California Civil Code 9550 et. seq., and provided that the claimant shall have complied with the provisions of said Civil Code, the Surety(ies) shall pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety (ies) will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by COUNTY in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered. This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond, and shall also cover payment for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor or his or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code. And the said Surety(ies), for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ___ day of _____.

APPROVED AS TO SURETY AND LIMITS

By _____
CEO/Risk Management

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By _____
Deputy

Dated _____

CONTRACTOR

By _____
Name & Title (see footnote)

By _____
Name & Title (see footnote)

SURETY(IES)

By _____

By _____

Footnote: Pursuant to the requirements of California Corporations Code section 313, one of the following two methods must be used by a corporation when it enters into a contract with the County:

1) Two people must sign the document. One of them must be the chairman of the board, the president or any vice president. The other must be the secretary, any assistant secretary, the chief financial officer or any assistant treasurer.
2) One corporate officer may sign the document, providing that written evidence of the officer's authority to bind the corporation with only his or her signature must be provided. This evidence would ideally be a corporate resolution.

Signature of Surety(ies) representative must be notarized. Attach certificate of notarization to this document.
Name of Surety(ies) Company must be typed or stamped above signature line of surety(ies) representative.

County of Orange
Sheriff-Coroner
Don Barnes, Sheriff
400 W. Civic Center Drive, Santa Ana, CA 92701

EVALUATION TABULATION

RFP No. 060-2879605-OP

Consulting Services for Inmate Communication System

RESPONSE DEADLINE: December 1, 2025 at 4:00 pm

Report Generated: Wednesday, March 25, 2026

SELECTED VENDOR

VENDOR RECOMMENDED BY THE EVALUATION PROCESS

Vendor	Location
Praeses	Shreveport, LA

PHASE 2

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Firm's Background, Qualifications & Experience	Points Based	250 *(25% of Total)*

Description:
This section of the Proposal will establish the ability of Respondent to satisfactorily perform the required work by reasons of experience in performing services of a similar nature, demonstrated competence in the services to be provided, strength and stability of the team, staffing capability, workload, record of meeting schedules on similar projects, and supportive client reference. **As part of its response to the following, Respondent should justify how the minimum qualifications/requirements of Scope of Services have been satisfied.**

1. Respondent shall provide a brief profile of your firm, including the name, a brief history, description of your firm, types of services offered:

a. The year founded

b. Form of the organization (corporation, partnership, sole proprietorship)

c. Number of employees

d. Size and location of offices

2. Staff and technical capabilities and the type of services that the Respondent is qualified to perform, including any discipline where the Respondent has special expertise.

3. Describe the Respondent's experience in performing work of a similar nature to that solicited in this RFP.

a. The number of current public entity correctional facilities in the State of California and the type of Consulting Services for Inmate Communication System.

b. The number of current public entity correctional facilities with populations over 2,000.

4. Describe Respondent's availability to perform requested services on County projects. Include experience with other public entity correctional facilities and governmental agencies.

5. Past Experience/Services with the County of Orange:

a. Please list any previous or current contracts with the County of Orange within the last 10 years

b. Include Agency/Department name, address and contact person

c. Contract Number

d. Date and length of services provided

e. Description of service provided

f. Amount of Contract

6. Respondent shall describe any unique services they can provide to the County that will distinguish their firm from competitors.

Criteria	Scoring Method	Weight (Points)
Key Personnel/Proposed Staffing	Points Based	200 *(20% of Total)*

Description:

A. Provide the names of key staff (include an organization chart) who may be assigned to the Project, include resumes, licenses and certifications held by those individuals, years of related experience and length of time with the firm.

B. Include names, titles and current resumes of proposed key personnel who will be providing services to the County. Detailing their technical expertise which qualifies them for proposed work, experience directly related to proposed work (identify similar projects), function and responsibility related to proposed work, qualifications licenses/certifications. This key personnel information shall be sufficient to provide confirmation to the County that the firm has adequate staff and the ability to assist in services as needed. An organizational chart and description of the project team must be included. Key members of the project team should be included in the organizational chart.

C. Describe the responsibility, qualifications, and experience for key account team members that will be involved in providing services to the County with specific focus on experience in providing services that are the subject of this RFP. Provide resumes and recent assignments. Please do not include personal phone numbers and addresses on resumes as all information submitted is subject to the California Public Records Act. Also, please do not include resumes for individuals available but whom Respondent does not intend to use to perform the services in Respondent's proposal.

D. Assigned team lead and/or project lead must have a minimum of five (5) years of expertise and experience in providing Consulting Services for Inmate Communication System with an emphasis on the public sector in particular to correctional facility settings. This applies to current and past contracts, must provide entity name, type of services and date of when services were provided.

E. Assigned key staff must have a minimum of five (5) years but ideal candidates will have ten (10) years of expertise and experience in providing Consulting Services for Inmate Communication System with an emphasis on the public sector in particular correctional facility settings. This applies to current and past contracts, must provide entity name, type of services and date of when services were provided.

F. Respondent shall submit a project organization chart to delineate reporting relationships among assigned staff.

Criteria	Scoring Method	Weight (Points)
Quality/Effectiveness of Work Plan/Project Approach	Points Based	300 *(30% of Total)*

Description:

A. Respondent must present an overview, which shall be an online presentation via MS Teams (60 min. max) composed of a description of its proposed plan to meet the specific needs of the County.

B. Describe Respondent's proposed approach to provide Consulting Services for Inmate Communication System.

C. Briefly describe Respondent's outlook of Consulting Services for Inmate Communication System industry for the next three years as it relates to the County's desire to obtain services as stated in Section III, Attachment A, Scope of Work.

D. Respondent must provide all of the services listed in Section III, Attachment A, Scope of Work. If Respondent believes an alternate approach would be more effective, describe that approach.

E. Based upon Respondent's knowledge of County demographics, interests, and other relevant factors, briefly describe Respondent's recommendations for establishing Consulting Services for Inmate Communication System and how Respondent would assist the County in achieving those goals.

F. Respondent must provide evidence of good organization and best management practices.

Criteria	Scoring Method	Weight (Points)
Organization/Completeness of Response	Points Based	50 *(5% of Total)*

Description:
A. Proposal demonstrates understanding of project & objectives as it relates to the Scope of Work.

B. Proposal demonstrates requirements are addressed and adhered to.

C. Proposal demonstrates minimal exceptions, acceptable exceptions, or no exceptions noted.

D. Proposal is complete, comprehensive, and well-organized.

Criteria	Scoring Method	Weight (Points)
Compliance with the County Model Contract	Points Based	50 *(5% of Total)*

Description:
***Note: Respondents submitting exceptions to the County Model Contract of this RFP, will receive a score of "0" for this criterion.**

Criteria	Scoring Method	Weight (Points)
References	Points Based	50 *(5% of Total)*

Description:
Respondent's references in providing a service similar to the requirement set forth in this RFP

Criteria	Scoring Method	Weight (Points)
Cost Proposal	Points Based	100 *(10% of Total)*

Description:
The proposal with the lowest cost receives the maximum points allowed for this criterion. All other proposals receive a percentage of the points available based on their cost relationship to the lowest proposal.

Should any Preference Policies apply, the Preference Policy Applicable to Cost Proposal criteria will be scored.

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	Total Score (Max Score 1000)	Total Average Rank
Praeses	859 (1)	841 (1)	871 (1)	871 (1)	871 (1)	**862.6**	**1**

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	Total Score (Max Score 1000)	Total Average Rank
Fidelis Professional Services, Inc.	678 (2)	680 (2)	730 (2)	670 (2)	745 (2)	**700.6**	**2**
North Summit Solutions LLC	485 (3)	525 (3)	475 (3)	518 (3)	515 (3)	**503.6**	**3**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Firm's Background, Qualifications & Experience Points Based 250 Points (25%)	Key Personnel/Proposed Staffing Points Based 200 Points (20%)	Quality/Effectiveness of Work Plan/Project Approach Points Based 300 Points (30%)	Organization/Completeness of Response Points Based 50 Points (5%)	Compliance with the County Model Contract Points Based 50 Points (5%)	References Points Based 50 Points (5%)	Cost Proposal Points Based 100 Points (10%)	Total Score (Max Score 1000)
Praeses	247.6	196.8	247.2	50	50	50	21	**862.6**
Fidelis Professional Services, Inc.	177.6	140.8	167.2	31	50	34	100	**700.6**
North Summit Solutions LLC	146.8	92.4	148	29.4	50	12	25	**503.6**

INDIVIDUAL PROPOSAL SCORES

Fidelis Professional Services, Inc.

Firm's Background, Qualifications & Experience | Points Based | 250 Points (25%)

Evaluator 1: 168
Evaluator 2: 170
Evaluator 3: 180
Evaluator 4: 170
Evaluator 5: 200

Key Personnel/Proposed Staffing | Points Based | 200 Points (20%)
Evaluator 1: 134
Evaluator 2: 140
Evaluator 3: 160
Evaluator 4: 120
Evaluator 5: 150

Quality/Effectiveness of Work Plan/Project Approach | Points Based | 300 Points (30%)
Evaluator 1: 166
Evaluator 2: 150
Evaluator 3: 170
Evaluator 4: 170
Evaluator 5: 180

Organization/Completeness of Response | Points Based | 50 Points (5%)
Evaluator 1: 30
Evaluator 2: 30

Evaluator 3: 30
Evaluator 4: 30
Evaluator 5: 35
Compliance with the County Model Contract | Points Based | 50 Points (5%)
Evaluator 1: 50
Evaluator 2: 50
Evaluator 3: 50
Evaluator 4: 50
Evaluator 5: 50
References | Points Based | 50 Points (5%)
Evaluator 1: 30
Evaluator 2: 40
Evaluator 3: 40
Evaluator 4: 30
Evaluator 5: 30
Cost Proposal | Points Based | 100 Points (10%)
Evaluator 1: 100
Evaluator 2: 100
Evaluator 3: 100
Evaluator 4: 100

Evaluator 5: 100

North Summit Solutions LLC
Firm's Background, Qualifications & Experience | Points Based | 250 Points (25%)
Evaluator 1: 144
Evaluator 2: 150
Evaluator 3: 140
Evaluator 4: 140
Evaluator 5: 160
Key Personnel/Proposed Staffing | Points Based | 200 Points (20%)
Evaluator 1: 82
Evaluator 2: 100
Evaluator 3: 100
Evaluator 4: 100
Evaluator 5: 80
Quality/Effectiveness of Work Plan/Project Approach | Points Based | 300 Points (30%)
Evaluator 1: 144
Evaluator 2: 150
Evaluator 3: 130
Evaluator 4: 156

Evaluator 5: 160
Organization/Completeness of Response | Points Based | 50 Points (5%)
Evaluator 1: 30
Evaluator 2: 35
Evaluator 3: 20
Evaluator 4: 32
Evaluator 5: 30
Compliance with the County Model Contract | Points Based | 50 Points (5%)
Evaluator 1: 50
Evaluator 2: 50
Evaluator 3: 50
Evaluator 4: 50
Evaluator 5: 50
References | Points Based | 50 Points (5%)
Evaluator 1: 10
Evaluator 2: 15
Evaluator 3: 10
Evaluator 4: 15
Evaluator 5: 10
Cost Proposal | Points Based | 100 Points (10%)

Evaluator 1: 25
Evaluator 2: 25
Evaluator 3: 25
Evaluator 4: 25
Evaluator 5: 25

Praeses
Firm's Background, Qualifications & Experience | Points Based | 250 Points (25%)
Evaluator 1: 248
Evaluator 2: 240
Evaluator 3: 250
Evaluator 4: 250
Evaluator 5: 250
Key Personnel/Proposed Staffing | Points Based | 200 Points (20%)
Evaluator 1: 194
Evaluator 2: 190
Evaluator 3: 200
Evaluator 4: 200
Evaluator 5: 200
Quality/Effectiveness of Work Plan/Project Approach | Points Based | 300 Points (30%)

Evaluator 1: 246
Evaluator 2: 240
Evaluator 3: 250
Evaluator 4: 250
Evaluator 5: 250

Organization/Completeness of Response | Points Based | 50 Points (5%)
Evaluator 1: 50
Evaluator 2: 50
Evaluator 3: 50
Evaluator 4: 50
Evaluator 5: 50

Compliance with the County Model Contract | Points Based | 50 Points (5%)
Evaluator 1: 50
Evaluator 2: 50
Evaluator 3: 50
Evaluator 4: 50
Evaluator 5: 50

References | Points Based | 50 Points (5%)
Evaluator 1: 50
Evaluator 2: 50

Evaluator 3: 50
Evaluator 4: 50
Evaluator 5: 50

Cost Proposal | Points Based | 100 Points (10%)
Evaluator 1: 21
Evaluator 2: 21
Evaluator 3: 21
Evaluator 4: 21
Evaluator 5: 21

PHASE 1

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Firm's Background, Qualifications & Experience	Points Based	250 *(27.8% of Total)*

Description:
This section of the Proposal will establish the ability of Respondent to satisfactorily perform the required work by reasons of experience in performing services of a similar nature, demonstrated competence in the services to be provided, strength and stability of the team, staffing capability, workload, record of meeting schedules on similar projects, and supportive client reference. **As part of its response to the following, Respondent should justify how the minimum qualifications/requirements of Scope of Services have been satisfied.**

1. Respondent shall provide a brief profile of your firm, including the name, a brief history, description of your firm, types of services offered:

a. The year founded

b. Form of the organization (corporation, partnership, sole proprietorship)

c. Number of employees

d. Size and location of offices

2. Staff and technical capabilities and the type of services that the Respondent is qualified to perform, including any discipline where the Respondent has special expertise.

3. Describe the Respondent's experience in performing work of a similar nature to that solicited in this RFP.

a. The number of current public entity correctional facilities in the State of California and the type of Consulting Services for Inmate Communication System.

b. The number of current public entity correctional facilities with populations over 2,000.

4. Describe Respondent's availability to perform requested services on County projects. Include experience with other public entity correctional facilities and governmental agencies.

5. Past Experience/Services with the County of Orange:

a. Please list any previous or current contracts with the County of Orange within the last 10 years

b. Include Agency/Department name, address and contact person

c. Contract Number

d. Date and length of services provided

e. Description of service provided

f. Amount of Contract

6. Respondent shall describe any unique services they can provide to the County that will distinguish their firm from competitors.

Criteria	Scoring Method	Weight (Points)
Key Personnel/Proposed Staffing	Points Based	200 *(22.2% of Total)*

Description:

A. Provide the names of key staff (include an organization chart) who may be assigned to the Project, include resumes, licenses and certifications held by those individuals, years of related experience and length of time with the firm.

B. Include names, titles and current resumes of proposed key personnel who will be providing services to the County. Detailing their technical expertise which qualifies them for proposed work, experience directly related to proposed work (identify similar projects), function and responsibility related to proposed work, qualifications licenses/certifications. This key personnel information shall be sufficient to provide confirmation to the County that the firm has adequate staff and the ability to assist in services as needed. An organizational chart and description of the project team must be included. Key members of the project team should be included in the organizational chart.

C. Describe the responsibility, qualifications, and experience for key account team members that will be involved in providing services to the County with specific focus on experience in providing services that are the subject of this RFP. Provide resumes and recent assignments. Please do not include personal phone numbers and addresses on resumes as all information submitted is subject to the California Public Records Act. Also, please do not include resumes for individuals available but whom Respondent does not intend to use to perform the services in Respondent's proposal.

D. Assigned team lead and/or project lead must have a minimum of five (5) years of expertise and experience in providing Consulting Services for Inmate Communication System with an emphasis on the public sector in particular to correctional facility settings. This applies to current and past contracts, must provide entity name, type of services and date of when services were provided.

E. Assigned key staff must have a minimum of five (5) years but ideal candidates will have ten (10) years of expertise and experience in providing Consulting Services for Inmate Communication System with an emphasis on the public sector in particular correctional facility settings. This applies to current and past contracts, must provide entity name, type of services and date of when services were provided.

F. Respondent shall submit a project organization chart to delineate reporting relationships among assigned staff.

Criteria	Scoring Method	Weight (Points)
Quality/Effectiveness of Work Plan/Project Approach	Points Based	300 *(33.3% of Total)*

Description:

A. Respondent must present an overview, which shall be an online presentation via MS Teams (60 min. max) composed of a description of its proposed plan to meet the specific needs of the County.

B. Describe Respondent's proposed approach to provide Consulting Services for Inmate Communication System.

C. Briefly describe Respondent's outlook of Consulting Services for Inmate Communication System industry for the next three years as it relates to the County's desire to obtain services as stated in Section III, Attachment A, Scope of Work.

D. Respondent must provide all of the services listed in Section III, Attachment A, Scope of Work. If Respondent believes an alternate approach would be more effective, describe that approach.

E. Based upon Respondent's knowledge of County demographics, interests, and other relevant factors, briefly describe Respondent's recommendations for establishing Consulting Services for Inmate Communication System and how Respondent would assist the County in achieving those goals.

F. Respondent must provide evidence of good organization and best management practices.

Criteria	Scoring Method	Weight (Points)
Organization/Completeness of Response	Points Based	50 *(5.6% of Total)*

Description:

A. Proposal demonstrates understanding of project & objectives as it relates to the Scope of Work.

B. Proposal demonstrates requirements are addressed and adhered to.

C. Proposal demonstrates minimal exceptions, acceptable exceptions, or no exceptions noted.

D. Proposal is complete, comprehensive, and well-organized.

Criteria	Scoring Method	Weight (Points)
Compliance with the County Model Contract	Points Based	50 *(5.6% of Total)*

Description:
***Note: Respondents submitting exceptions to the County Model Contract of this RFP, will receive a score of "0" for this criterion.**

Criteria	Scoring Method	Weight (Points)
References	Points Based	50 *(5.6% of Total)*

Description:
Respondent's references in providing a service similar to the requirement set forth in this RFP

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	Total Score (Max Score 900)	Total Average Rank
Praeses	838 (1)	820 (1)	850 (1)	850 (1)	850 (1)	**841.6**	**1**
Fidelis Professional Services, Inc.	578 (2)	580 (2)	630 (2)	570 (2)	645 (2)	**600.6**	**2**
North Summit Solutions LLC	460 (3)	500 (3)	450 (3)	493 (3)	490 (3)	**478.6**	**3**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Firm's Background, Qualifications & Experience Points Based 250 Points (27.8%)	Key Personnel/Proposed Staffing Points Based 200 Points (22.2%)	Quality/Effectiveness of Work Plan/Project Approach Points Based 300 Points (33.3%)	Organization/Completeness of Response Points Based 50 Points (5.6%)	Compliance with the County Model Contract Points Based 50 Points (5.6%)	References Points Based 50 Points (5.6%)	Total Score (Max Score 900)
Praeses	247.6	196.8	247.2	50	50	50	**841.6**
Fidelis Professional Services, Inc.	177.6	140.8	167.2	31	50	34	**600.6**
North Summit Solutions LLC	146.8	92.4	148	29.4	50	12	**478.6**

INDIVIDUAL PROPOSAL SCORES

Fidelis Professional Services, Inc.
Firm's Background, Qualifications & Experience | Points Based | 250 Points (25%)
Evaluator 1: 168
Evaluator 2: 170
Evaluator 3: 180
Evaluator 4: 170
Evaluator 5: 200
Key Personnel/Proposed Staffing | Points Based | 200 Points (20%)
Evaluator 1: 134
Evaluator 2: 140

Evaluator 3: 160
Evaluator 4: 120
Evaluator 5: 150
Quality/Effectiveness of Work Plan/Project Approach | Points Based | 300 Points (30%)
Evaluator 1: 166
Evaluator 2: 150
Evaluator 3: 170
Evaluator 4: 170
Evaluator 5: 180
Organization/Completeness of Response | Points Based | 50 Points (5%)
Evaluator 1: 30
Evaluator 2: 30
Evaluator 3: 30
Evaluator 4: 30
Evaluator 5: 35
Compliance with the County Model Contract | Points Based | 50 Points (5%)
Evaluator 1: 50
Evaluator 2: 50
Evaluator 3: 50
Evaluator 4: 50

Evaluator 5: 50

References | Points Based | 50 Points (5%)
Evaluator 1: 30
Evaluator 2: 40
Evaluator 3: 40
Evaluator 4: 30
Evaluator 5: 30

North Summit Solutions LLC

Firm's Background, Qualifications & Experience | Points Based | 250 Points (25%)
Evaluator 1: 144
Evaluator 2: 150
Evaluator 3: 140
Evaluator 4: 140
Evaluator 5: 160

Key Personnel/Proposed Staffing | Points Based | 200 Points (20%)
Evaluator 1: 82
Evaluator 2: 100
Evaluator 3: 100
Evaluator 4: 100

Evaluator 5: 80
Quality/Effectiveness of Work Plan/Project Approach | Points Based | 300 Points (30%)
Evaluator 1: 144
Evaluator 2: 150
Evaluator 3: 130
Evaluator 4: 156
Evaluator 5: 160
Organization/Completeness of Response | Points Based | 50 Points (5%)
Evaluator 1: 30
Evaluator 2: 35
Evaluator 3: 20
Evaluator 4: 32
Evaluator 5: 30
Compliance with the County Model Contract | Points Based | 50 Points (5%)
Evaluator 1: 50
Evaluator 2: 50
Evaluator 3: 50
Evaluator 4: 50
Evaluator 5: 50
References | Points Based | 50 Points (5%)

Evaluator 1: 10
Evaluator 2: 15
Evaluator 3: 10
Evaluator 4: 15
Evaluator 5: 10

Praeses
Firm's Background, Qualifications & Experience | Points Based | 250 Points (25%)
Evaluator 1: 248
Evaluator 2: 240
Evaluator 3: 250
Evaluator 4: 250
Evaluator 5: 250
Key Personnel/Proposed Staffing | Points Based | 200 Points (20%)
Evaluator 1: 194
Evaluator 2: 190
Evaluator 3: 200
Evaluator 4: 200
Evaluator 5: 200
Quality/Effectiveness of Work Plan/Project Approach | Points Based | 300 Points (30%)

Evaluator 1: 246
Evaluator 2: 240
Evaluator 3: 250
Evaluator 4: 250
Evaluator 5: 250

Organization/Completeness of Response | Points Based | 50 Points (5%)
Evaluator 1: 50
Evaluator 2: 50
Evaluator 3: 50
Evaluator 4: 50
Evaluator 5: 50

Compliance with the County Model Contract | Points Based | 50 Points (5%)
Evaluator 1: 50
Evaluator 2: 50
Evaluator 3: 50
Evaluator 4: 50
Evaluator 5: 50

References | Points Based | 50 Points (5%)
Evaluator 1: 50
Evaluator 2: 50

Evaluator 3: 50
Evaluator 4: 50
Evaluator 5: 50

COUNTY OF ORANGE

SHERIFF-CORONER

REQUEST FOR PROPOSAL (RFP)

FOR

CONSULTING SERVICES FOR INMATE COMMUNICATION SYSTEM

RFP NO. 060-2879605-OP

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/ocgov

PROPOSALS MUST BE RECEIVED ON OR BEFORE

Monday, December 1, 2025

4:00 pm

County of Orange
Sheriff-Coroner
Procurement and Contract Services
320 N. Flower Street
Santa Ana, CA
92703

SCHEDULE OF ACTIVITIES

Release of RFP Solicitation	October 27, 2025
Question Submission Deadline	November 20, 2025, 3:00pm
RFP Submittal Closing	December 1, 2025, 4:00pm
Presentation/Interview	To be determined

SECTIONS

SECTION 1. INTRODUCTION AND INSTRUCTIONS TO RESPONDENTS
SECTION 2. PROTEST PROCEDURES
SECTION 3. SCOPE OF WORK
SECTION 4. OCLSB AND DVBE PREFERENCE POLICIES CERTIFICATION REQUIREMENTS
SECTION 5. PROPOSAL SCORING CRITERIA
SECTION 6. PRICING PROPOSAL
SECTION 7. VENDOR RESPONSES

Attachments:

A - Model Contract - Consulting Services for Inmate Communication System

B - Attachment C - Full ViaPath contract with amendments

SECTION 1. INTRODUCTION AND INSTRUCTIONS TO RESPONDENTS

The County of Orange, Sheriff-Coroner (hereinafter referred to as "County"), is soliciting proposals from qualified firms (hereinafter referred to as "Respondents") for NO VALUE. Respondents must meet the minimum qualifications and requirements as set forth within the RFP and be capable of providing services identified in the Scope of Work herein.

The proposed schedule below is subject to change. Any changes to the schedule for the RFP process will be issued to all Respondents via addenda on the County's ePROCUREMENT Portal.

This is a fully electronic Request for Proposals (RFP). Respondents must submit their proposals online via the County's online bidding system. Only electronic proposals will be accepted. Facsimile and e-mail proposals will NOT be allowed. For assistance on uploading proposals via County's eProcurement Portal, please contact procurement-support@opengov.com or https://help.procurement.opengov.com/en/.

All questions or requests for interpretations must be received within this solicitation by Thursday, November 20, 2025, before 3:00 pm as specified in the solicitation. Respondents are not to contact other County personnel with any questions or clarifications concerning this solicitation. Verbal clarifications or responses will not be considered binding.

NO VALUE

1.1 INTRODUCTION

The County intends that the successful Respondent shall provide Consulting Services for Inmate Communication System proposed in accordance with contract requirements set forth in the solicitation and Model Contract, including Attachments.

1.2 COUNTY HOLIDAYS DURING SOLICITATION PERIOD

During this solicitation period, the Sheriff-Coroner will be closed on the following County holidays:

- September 1, 2025, Labor Day
- September 26, 2025, Native American Day
- November 11, 2025, Veterans Day
- November 27, 2025, Thanksgiving Day
- November 28, 2025, Day after Thanksgiving
- December 25, 2025, Christmas Day

1.3 INSTRUCTIONS TO RESPONDENTS AND PROCEDURES FOR SUBMITTAL

A. Proposals are to be uploaded via the County's eProcurement Portal at **https://procurement.opengov.com/portal/ocgov.** For assistance on uploading proposals via County's eProcurement Portal, please contact procurement-support@opengov.com or https://help.procurement.opengov.com/en/

B. Examine the Contract Documents and the site of the proposed work carefully before submitting a Proposal for the work contemplated. Investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents. The County has attempted to provide all information available. It is the responsibility of each Respondent to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. If any person contemplating submitting a response to this Request for Proposals is in doubt as to the true meaning of any part of the solicitation documents attached hereto or finds discrepancies in or omissions from the specifications, they may submit a written request for clarification/interpretation to the County Deputy Purchasing Agent (DPA) via the County's eProcurement Portal under the bid page for this solicitation.

   If clarification or interpretation of this solicitation is considered necessary by County, an addendum shall be issued, and the information will be posted via the County's eProcurement Portal. Any interpretation of, or correction to, this solicitation shall be issued by the DPA. It is the responsibility of each Respondent to periodically check the County's eProcurement Portal to ensure that they have received and reviewed any and all addenda to this solicitation.

   The County will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information. If an addendum is issued, proposers must acknowledge the addendum via the County's eProcurement Portal. All questions or requests for interpretations must be received within this solicitation by Thursday, November 20, 2025, before 3:00 pm. The DPA will provide all official communication concerning this solicitation. Any County response relevant to this solicitation other than through or approved by the DPA is unauthorized and will be considered invalid.

C. Proposals must be valid for a period of at least three hundred sixty-five (365) calendar days from the closing date and time of receipt. No Proposal may be withdrawn after the submission date.

D. Each Respondent must submit their proposal electronically via the County's eProcurement Portal.

E. All pages must be numbered and identified sequentially by section. Proposals must be tabbed and indexed in accordance with the information requested in the Proposal Response Requirements Section. It is imperative that all Respondents comply, exactly and completely, with the instructions set forth herein. All responses to this solicitation shall be type written or word-processed (except where otherwise provided or noted), concise, straightforward, and must fully address each requirement and question. Although not as a substitute for a complete written response, additional material, such as technical documents, may be referenced in any response if the material is included in the same section as additional information.

F. **Proposals are not to be marked as confidential or proprietary.** The County may refuse to consider any Proposal so marked. All Proposals and supporting documents will be subject to the provisions of the California Public Records Act (California Code Government Code 7920.000 et seq.) (PRA) and will be disclosed or withheld in accordance therewith. The County shall not be liable in any way for disclosure of any such records. Additionally, all Proposals shall become the property of the County. Respondents should not request that certain information be treated as exempt, and statements in the Proposals should not be marked as confidential or proprietary. In the event that any information is marked as confidential or proprietary, as it may be absolutely necessary, Respondents have the sole responsibility of obtaining any applicable injunctive reliefs to prevent the disclosure of such confidential proprietary information in connection with any request made to County pursuant to PRA or a subpoena for disclosure of such information.

G. Each Respondent shall exercise reasonable care and diligence to avoid submitting a Proposal that could result in a conflict of interest if Respondent were to be selected. This obligation shall apply to the Respondent, the Respondent's employees, agents, and relatives, sub-contractors, and third parties associated with accomplishing work and services in Proposal. In the event Respondent has done work for the County on this Project in the past or has reason to believe that a conflict of interest may exist for Respondent in regard to this Project, Respondent should consult with its legal counsel prior to responding to this solicitation. Any Respondent who is found to have an actual conflict of interest may have its Proposal rejected on that ground.
Respondent, its employees and/or consultants may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose any financial interest that may be materially affected by services provided under this Contract, (2) prohibits such persons from making, or participating in making, decisions that could reasonably affect such interest; and (3) may require the filing a Statement of Economic Interest (Form 700).
If subject to the Act, Respondent shall conform to all requirements of the Act. Failure to

do so shall constitute a material breach and is grounds for immediate termination of the Contract by County. Respondent shall indemnify and hold harmless County for any and all claims for damages resulting from Respondent's violation of this Section.

H. By submitting a Proposal, the Respondent represents that it thoroughly examined the County's requirements, is familiar with the services required under this solicitation and is qualified and capable of providing the services to achieve the County's objectives.

I. Each Respondent must submit its Proposal in strict accordance with all requirements of this solicitation and compliance must be stated in the Proposal. **Deviations, clarifications and/or exceptions must be clearly identified and listed separately as alternative items on additional information section for the County's consideration as specified in the Proposal Response Requirements Section, "Statement of Compliance."** Note: Allow sufficient time to upload all required files. The County's eProcurement Portal will not allow any uploads after the due date and time specified herein, e.g., if Part 1 and 2 uploaded successfully at 1:58:38 P.M. and Part 3 is in progress of being uploaded at 2:00:01 P.M., Part 3 will not upload successfully.

J. Pre-contractual expenses are not to be included in the Cost Proposal, Attachment B, Pricing and Compensation. Pre-contractual expenses are defined as including, but not limited to, expenses incurred by the Respondent in: a) preparing its Proposal in response to this solicitation; b) submitting that Proposal to the County; c) negotiating with the County any matter related to the Respondent's Proposal; and d) any other expenses incurred by the Respondent prior to the date of award and execution, if any, of the Contract.

K. Any Proposal may be construed as non-responsive and ineligible for consideration if it does not comply with the requirements of the solicitation. Failure to comply with the technical features and acknowledgment of receipt of addenda are common causes for holding a Proposal nonresponsive.

L. County does not require and neither encourages nor discourages the use of lobbyists or other consultants for the purpose of securing business.

M. The County requires a valid D-U-N-S number prior to Contract Award. If needed, your company may obtain one at no cost at www.dnb.com. If you are unable to provide/obtain a D-U-N-S number, please indicate so in your proposal/bid submission response.

N. The County requires a valid UEI number and full registration prior to Contract Award. Your company must obtain one at no cost at www.usfcr.com. *If you are unable to provide/obtain a UEI number, please indicate so in your proposal submission response.*

O. Effective from the issuance date of this solicitation until a Contract is awarded or the solicitation is withdrawn, all individuals or entities responding—including their employees, agents, representatives, proposed partners, members, lobbyists, or attorneys (collectively "Respondents")—are prohibited from engaging in any direct or indirect communication with County personnel involved in the selection process, except with the designated Deputy Purchasing Agent (DPA). Respondents may continue conducting business with the County on matters unrelated to this solicitation and may communicate with County staff, provided the solicitation is not discussed. Any attempt to engage in discussion regarding this solicitation with anyone other than the designated DPA will be presumed to create an unfair competitive advantage and may result in disqualification.

P. After the closing date and time for receipt of proposals, evaluation, and if requested by the County, interviews will commence. Respondents who submit proposals most responsive to the County's requirements may be asked to give a presentation of their proposal to County staff. The County makes no guarantee as to the number of Respondents selected for interviews. Selected Respondents should be prepared to make its presentation within five (5) business days after notification and be prepared to discuss all aspects of its proposal in detail, including technical questions regarding the proposal. Respondents shall not be allowed to alter or amend its proposal through the use of the presentation process.

1.4 SUBCONTRACTOR

No subcontractor(s) will be allowed for this project.

1.5 MINIMUM QUALIFICATIONS/REQUIREMENTS

Respondent's Proposal shall meet the following minimum requirements and qualifications to proceed to the evaluation process. Failure to have the ability to, upon County request, provide any of the items requested below may result in disqualification of your Proposal. These qualifications must be maintained during the term of any resultant Contract.

A. Must have the ability to do business in Orange County, California;

B. Complete all required Vendor Response questions of the solicitation;

C. Provide all required information, complete all required Exhibits, all IT security requirements, and pass a background check at the sheriff's discretion.

D. Respondent shall have a minimum of five (5) years' experience within the United States and preferably in California, in providing (consulting management services) to Law Enforcement Agencies for its inmate communication services provider within a correctional facility setting similar in size and scope to the Orange County Sheriff-Coroner; however, 10 years' experience is highly desirable.

E. Firm to have similar size project for at least one (1) public agency.

F. Respondent must provide at least five (5) references, with three (3) from public sector law enforcement agencies located within the State of California that are comparable in size to the County of Orange.

G. Respondent shall have existing adequate personnel capable to perform the services as required in the Scope of Work, Attachment A.

1.6 EVALUATION PROCESS

Proposals deemed to meet all minimum solicitation requirements will be scored based on the established evaluation criteria, and will be assigned points that measure the responsiveness to each identified criterion. The total number of points earned will be tallied for each Proposal, based upon the Respondent(s) submitted written materials.

Proposals shall be evaluated by an Evaluation Panel of job knowledge experts on the basis of the responsiveness to the requirements in this RFP. The County may request clarifications, or otherwise verify the contents of the Proposal, including information about the Respondent, Contractors and sub-contractors.

The scoring is based on evaluation of the Proposal as measured against the Proposal Scoring Criteria, which includes County of Orange Procurement Preference Policy, in accordance with Sections 1.8-103 and 4.3-112 of the 2024 County Contract Policy Manual (CPM). A copy of the 2024 CPM can be found at https://cpo.ocgov.com/cpm. Proposals will be evaluated from the most advantageous to the least advantageous to the County.

***Note: These minimum qualifications must be verified for the Proposal to be deemed responsive. Any Proposal may be construed as non-responsive and ineligible for consideration if it does not comply with the requirements of the solicitation.**

1.7 SELECTION/AWARD PROCEDURES

Upon the completion of the evaluation process, the Evaluation Committee will make a recommendation for an award to the County's DPA. Final award determination shall be subject to reference checks and past performance.

The Model Contract contained herein this RFP is the Contract proposed for execution. It may be modified to incorporate negotiated items and other pertinent terms and conditions set forth in this RFP, including special conditions and requirements and those added by addendum, necessary attachments and/or exhibits, and to reflect Respondent's Proposal and qualifications. Any additional exceptions to the terms and conditions made by any Respondent after submission of its Proposal may result in its elimination from further consideration.

Exceptions to the terms and conditions of the proposed Contract or the statements regarding Respondent's inability to comply with any of the provisions thereof are to be declared in the response to the RFP in VENDOR RESPONSES - Statement of Compliance.

Negotiations may or may not be conducted with the finalist(s); therefore, the Proposal submitted should contain Respondent(s) most favorable terms and conditions, since the selection and award

may be made without further discussion or need for clarification. Any additional exceptions to the terms and conditions made by any Respondent(s) after submission of its proposal may result in elimination from further consideration.

The County will enter into negotiations with the selected Respondent and award a contract upon completion of negotiation of fees and contract terms. The award shall require approval(s) by the County Board of Supervisors.

If a satisfactory Contract cannot be negotiated in a timely manner, County, in its sole discretion, may terminate negotiations with the selected Respondent and begin negotiations with the next Respondent.

1.8 RIGHTS RESERVED TO COUNTY

The County reserves the right to:

A. Make use of any information or ideas in the Proposals submitted.

B. Request proposal revisions and hold discussions and negotiations with any Respondent as necessary to serve the best interests of the County.

C. Seek publicly available information about the Respondents.

D. Conduct, or not to conduct, oral interviews and/or presentations with the highest-ranked Respondent(s) and additional Respondents.

E. Waive, at its discretion, any procedural, non-material defects, irregularity, or informality, which County deems correctable or otherwise not warranting rejection of the proposal that do not result in any unfair competitive advantage. Any waiver will not excuse a proponent from full compliance.

F. Verify and validate any information prior to Contract Award and during the entire term of the Contract.

G. Negotiate the final Contract with any Respondent(s), including pricing/fee schedule, as necessary to serve the best interests of the County;

H. Withdraw or cancel in part or in its entirety this solicitation at any time without prior notice and furthermore makes no representations that any Contract will be awarded to any Respondent responding to this solicitation;

I. Award its total requirements to one Respondent or to apportion those requirements among two or more Respondents as the County may deem to be in its best interests;

J. Reject any Proposal if it is conditional, incomplete or deviates significantly from the services requested in this solicitation; and/or

K. Request Best and Final Offer from any Respondent determined to be within the competitive range. Unless requested by the County, late Best and Final Offers will not be

accepted by the County for any reason. In addition, negotiations may or may not be conducted with Respondents.

L. Make multiple awards to Respondent(s) for services requested in this solicitation, at its sole discretion, to serve the best interests of the County.

M. Defer award of this Contract for a period of 90 days after the solicitation opening. During this period of time, Respondent shall guarantee the prices quoted in their Proposals. County and the lowest responsive, responsible Respondent may mutually agree in writing to a longer deferral period.

Therefore, Proposals submitted shall contain the Respondent's most favorable terms and conditions, since the selection and award may be made without discussion with any Respondent.

1.9 TITLE VI SOLICITATION NOTICE

The County of Orange, in accordance with the provisions of the Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, will be afforded full and fair opportunity to submit proposals in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

1.10 DEPARTMENT OF THE TREASURY, INTERNAL REVENUE SERVICE FORM W-9/W-8 REQUIREMENTS

Effective June 3, 2006, all Contractors, entering into a Contract with County, who are not already established in Countywide ERP System as an Auditor-Controller vendor, will be required to submit to County a federal Form W-9, or form W-8 for foreign vendors. County will inform Contractor, at the time of award, if the Form W-9 or W-8 will be required.

In order to comply with this County requirement, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to Contract administrator, DPA, or the agency/department deputy purchasing agent the required W-9 or W-8.

1.11 LEVINE ACT REQUIREMENT

Effective January 1, 2023, all contractors entering into a contract with the County, will be required to submit the Campaign Contribution Disclosure Form for any contributions made on or after January 1, 2023. In order to comply with this requirement, Respondent agrees to furnish the required Campaign Contribution Disclosure Information form as a required submittal with its Proposal. Failure to include the form as required will render the Proposal nonresponsive.

SECTION 2. PROTEST PROCEDURES

All protests shall be typed under the protestor's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

A. The name, address, and telephone number of the protestor.

B. The signature of the protestor or the protestor's representative.

C. The solicitation or contract number.

D. A detailed statement of the legal and/or factual grounds for the protest; and,

E. The form of relief requested.

Protest of Solicitation Specifications:

A. All protests related to solicitation specifications must be submitted to the Deputy Procurement Agent, Olivia Prudencio at oprudencio@ocsheriff.gov, no later than five (5) business days prior to the Closing Date of the solicitation. Protests received after the five (5) business-day deadline will not be considered by the County.

1. In the event the protest of specifications is denied, and the protestor wishes to continue in the solicitation process, the protestor must still submit a bid/proposal prior to the close of the solicitation in accordance with the solicitation submittal procedures provided in this solicitation.

Protest of Award of Contract:

A. All protests related to the award of a contract, the protest must be submitted no later than five (5) business days after the Notice of Intent to Award is provided by the DPA.

B. Protests relating to a proposed contract award received after the five (5) business day deadline will not be considered by the County.

Protest Process

A. In the event of a timely protest, the County shall not proceed with the solicitation or award of the contract until the DPA issues a decision on the protest.

B. Upon receipt of a timely protest, the DPA will, within ten (10) business days of receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.

C. The County may, after providing written justification, make the determination that an immediate award of the contract is necessary to protect the substantial interests of the County. The award of a contract shall in no way compromise the protester's right to the protest procedures outlined herein.

D. If the protestor disagrees with the decision of the DPA, the protestor may submit a written appeal to the County Procurement Officer requesting an appeal to the Procurement Appeals Board, in accordance with the process stated below.

Appeal Process

A. If the protestor wishes to appeal the decision of the DPA, the protestor must submit, within three (3) business days from receipt of the DPA's decision, a written appeal to the Office of the County Procurement Officer.

Written appeals must be sent by mail to the address below with a courtesy copy by email;
County of Orange/County Executive Office
County Procurement Office
400 W. Civic Center Drive, 5th Floor
Santa Ana, CA 92701
Attn: County Procurement Officer
CPOAppeals@ceo.oc.gov

B. Within fifteen (15) business days, the County Procurement Officer will review all materials in connection with the appeal, assess the merits of the protest and provide a written determination that shall contain his or her decision on whether the appeal shall be forwarded to the Procurement Appeals Board.

C. The decision of the County Procurement Officer on whether to allow the appeal to go forward will be final and there shall be no right to any administrative appeals of this decision.

SECTION 3. SCOPE OF WORK

3.1 GENERAL INFORMATION:

The Orange County Sheriff's Department is seeking an experienced consultative services contractor to provide subject matter expertise and assist the County in the oversight of the Inmate Communication Services Provider (ICSP).

3.2 SCOPE OF PROJECT

Please see attachment A, Scope of Work of the Model Contract.

3.3 ADDITIONAL WORK CLAUSE FOR APPLICABLE SERVICE CONTRACTS:

A. Upon County request, Contractor shall submit supplemental proposals for Additional Work not called for under the Scope of Work of this Contract. Contractor must obtain County Project Manager's written approval prior to commencing any additional work.

B. County reserves the right to obtain supplemental proposals from, and use, alternate sources for completion of the additional work and to utilize the data provided under this Contract to obtain necessary services.

C. If County authorizes work by an alternate source, Contractor may be relieved of responsibilities pertaining to the equipment affected by the project while work is being performed and during the subsequent warranty period.

D. Contractor shall continue to provide services to all areas not affected by work provided by alternate sources.

E. Upon completion of any additional work, whether by Contractor or an alternative source, County's Project Manager or designee and Contractor will inspect the finished product at no additional cost to County. Upon mutual acceptance of the additional work, Contractor shall again be responsible for all services originally covered under this Contract and the work performed under this section.

SECTION 4. OCLSB AND DVBE PREFERENCE POLICIES CERTIFICATION REQUIREMENTS

County of Orange Local Small Business (OCLSB) Preference and Disabled Veteran Business Enterprise (DVBE) Preference Policies Certification Requirements

4.1 OCLSB:

Effective January 1, 2020, County of Orange Board of Supervisors adopted the OCLSB Preference policy. Implementation of the OCLSB Preference policy supports local businesses, the local economy and the development of the County's tax base.

To be certified as a Local Small Business by the County of Orange, a business shall meet (1) and (2) below:

A. Local Business Requirements:

1. maintains their principal center of operations (i.e. headquarters) within Orange County, and:

2. has:

   a. a business address located in the County of Orange that is not a post office box, or

   b. a valid business license or certificate of occupancy issued by the County of Orange or by an Orange County city, or other documentation acceptable to the County of Orange.

B. Small Business Requirements:

1. Must be certified as a Small Business by the State of California Department of General Services (DGS): and,

C. Above requirements must be valid at the time of bid/proposal submittal.

4.2 DVBE:

Effective January 1, 2021, County of Orange Board of Supervisors adopted the DVBE Preference policy. The DVBE Preference policy supports local business opportunity, economy and the development of County's tax base, and in addition recognizes the service and sacrifice given by the men and women of our Armed Forces.

To be certified as a Disabled Veteran Business Enterprise by the County of Orange, a business shall meet (A) and (B) below:

A. Must be certified as a DVBE by the State of California Department of General Services (DGS); and,

B. DGS DVBE requirements must be valid at the time of bid/proposal submittal.

To participate as an OCLSB and/or DVBE please read and follow the process outlined in **COUNTY OF ORANGE LOCAL SMALL BUSINESS (OCLSB) AND DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) CERTIFICATION REQUIREMENTS** in the VENDOR RESPONSES.

***NOTE: DVBE PREFERENCE IS NOT APPLICABLE TO PUBLIC WORKS OR A-E CONSTRUCTION PROJECTS**.

4.3 OCLSB/DVBE CERTIFICATION REQUIREMENTS:

County Of Orange Local Small Business (OCLSB) Preference And Disabled Veteran Business Enterprise (DVBE) Certification Requirements

A. To participate as an OCLSB and/or DVBE the following requirements must be met:

1. Must be certified with State of California the Department of General Services (DGS) as a Small Business. - https://caleprocure.ca.gov/pages/sbdvbe-index.aspx
2. Must be certified with DGS as a DVBE. - https://caleprocure.ca.gov/pages/sbdvbe-index.aspx
3. maintains their principal center of operations (i.e. headquarters) within Orange County.
4. Certification must be valid at the date/time solicitation is closed, and it shall remain in effect at the time of contract award. County reserves the right to verify and/or reject incomplete documents.
5. Complete and sign the Affirmation form attached herein. The signed Affirmation form and the OCLSB Certification are required and must be returned with the solicitation response.

B. OCLSB or DVBE Preference provides for the following:

1. Invitation for Bid – IFB
   A five percent (5%) deduction in the original bid price shall be applied to all confirmed OCLSB or DVBE bidders for evaluation purposes. If the lowest bidder is a

certified OCLSB or DVBE bidder, the contract will be awarded at the certified OCLSB or DVBE's original bid price. The maximum allowable preference deduction is $100,000.

2. Request for Proposal - RFP
   An additional five percent (5%) shall be applied to the tallied cost score of each certified OCLSB or DVBE to obtain their final score. If the final score of any OCLSB or DVBE matches the final score of a non-OCLSB or non-DVBE, preference shall be given to the certified OCLSB. If two or more OCLSB or DVBEs have the same final score, the County shall determine the contract award based on the County's best interest.

C. Dual OCLSB and DVBE Preference provides for the following:

1. Business Certified as OCLSB and DVBE
   If a State-certified OCLSB is also a State-certified DVBE, the preference given to that business shall be 8% instead of 5%.

D. Subcontractors
   If bidder is submitting subcontractors to qualify for the OCLSB or DVBE preference, bidder must demonstrate through the Staffing Plan that 20% of the total bid amount is allocated to the OCLSB and/or DVBE subcontractor(s).

***NOTE: DVBE PREFERENCE IS NOT APPLICABLE TO PUBLIC WORKS OR A-E CONSTRUCTION PROJECTS**.

SECTION 5. PROPOSAL SCORING CRITERIA

Phase 1 - Written Proposal Scoring: 500 points maximum

Phase 2 - Presentation/Interview Scoring: 400 points maximum

Phase 3 - Price Proposal: 100 points maximum

5.1 PHASE 1

No.	Evaluation Criteria	Scoring Method	Weight (Points)

1.	**Firm's Background, Qualifications & Experience** This section of the Proposal will establish the ability of Respondent to satisfactorily perform the required work by reasons of experience in performing services of a similar nature, demonstrated competence in the services to be provided, strength and stability of the team, staffing capability, workload, record of meeting schedules on similar projects, and supportive client reference. **As part of its response to the following, Respondent should justify how the minimum qualifications/requirements of Scope of Services have been satisfied.** 1. Respondent shall provide a brief profile of your firm, including the name, a brief history, description of your firm, types of services offered: a. The year founded b. Form of the organization (corporation, partnership, sole proprietorship) c. Number of employees d. Size and location of offices 2. Staff and technical capabilities and the type of services that the Respondent is qualified to perform, including any discipline where the Respondent has special expertise. 3. Describe the Respondent's experience in performing work of a similar nature to that solicited in this RFP. a. The number of current public entity correctional facilities in the State of California and the type of Consulting Services for Inmate Communication System.	Points Based	125 *(25% of Total)*

	b. The number of current public entity correctional facilities with populations over 2,000. 4. Describe Respondent's availability to perform requested services on County projects. Include experience with other public entity correctional facilities and governmental agencies. 5. Past Experience/Services with the County of Orange: a. Please list any previous or current contracts with the County of Orange within the last 10 years b. Include Agency/Department name, address and contact person c. Contract Number d. Date and length of services provided e. Description of service provided f. Amount of Contract 6. Respondent shall describe any unique services they can provide to the County that will distinguish their firm from competitors.		

2.	**Key Personnel/Proposed Staffing** A. Provide the names of key staff (include an organization chart) who may be assigned to the Project, include resumes, licenses and certifications held by those individuals, years of related experience and length of time with the firm. B. Include names, titles and current resumes of proposed key personnel who will be providing services to the County. Detailing their technical expertise which qualifies them for proposed work, experience directly related to proposed work (identify similar projects), function and responsibility related to proposed work, qualifications licenses/certifications. This key personnel information shall be sufficient to provide confirmation to the County that the firm has adequate staff and the ability to assist in services as needed. An organizational chart and description of the project team must be included. Key members of the project team should be included in the organizational chart. C. Describe the responsibility, qualifications, and experience for key account team members that will be involved in providing services to the County with specific focus on experience in providing services that are the subject of this RFP. Provide resumes and recent assignments. Please do not include personal phone numbers and addresses on resumes as all information submitted is subject to the California Public Records Act. Also, please do not include resumes for individuals available but whom Respondent does not intend to use to perform the services in Respondent's proposal. D. Assigned team lead and/or project lead must have a minimum of five (5) years of expertise and experience in providing Consulting Services for Inmate Communication System with an emphasis on the public sector in particular to correctional facility settings. This applies to current and past contracts, must provide entity name, type of services and date of when services were provided. E. Assigned key staff must have a minimum of five (5) years but ideal candidates will have ten (10) years of expertise and experience in providing Consulting Services for Inmate Communication System with an emphasis on the public sector in particular correctional	Points Based	100 *(20% of Total)*

	facility settings. This applies to current and past contracts, must provide entity name, type of services and date of when services were provided. F. Respondent shall submit a project organization chart to delineate reporting relationships among assigned staff.		
3.	**Quality/Effectiveness of Work Plan/Project Approach** A. Respondent must present an overview, which shall be an online presentation via MS Teams (60 min. max) composed of a description of its proposed plan to meet the specific needs of the County. B. Describe Respondent's proposed approach to provide Consulting Services for Inmate Communication System. C. Briefly describe Respondent's outlook of Consulting Services for Inmate Communication System industry for the next three years as it relates to the County's desire to obtain services as stated in Section III, Attachment A, Scope of Work. D. Respondent must provide all of the services listed in Section III, Attachment A, Scope of Work. If Respondent believes an alternate approach would be more effective, describe that approach. E. Based upon Respondent's knowledge of County demographics, interests, and other relevant factors, briefly describe Respondent's recommendations for establishing Consulting Services for Inmate Communication System and how Respondent would assist the County in achieving those goals. F. Respondent must provide evidence of good organization and best management practices.	Points Based	125 *(25% of Total)*

4.	**Organization/Completeness of Response** A. Proposal demonstrates understanding of project & objectives as it relates to the Scope of Work. B. Proposal demonstrates requirements are addressed and adhered to. C. Proposal demonstrates minimal exceptions, acceptable exceptions, or no exceptions noted. D. Proposal is complete, comprehensive, and well-organized.	Points Based	50 *(10% of Total)*
5.	**Compliance with the County Model Contract** ***Note: Respondents submitting exceptions to the County Model Contract of this RFP, will receive a score of "0" for this criterion.**	Points Based	50 *(10% of Total)*
6.	**References** Respondent's references in providing a service similar to the requirement set forth in this RFP	Points Based	50 *(10% of Total)*

5.2 PHASE 2

No.	Evaluation Criteria	Scoring Method	Weight (Points)

1.	**Presentation/Interview Scoring Format: 400 points maximum:** County reserves the right to conduct, or to not conduct, oral interviews and/or presentations with the highest-scored Respondent(s). The decision whether to conduct oral interviews/presentations rests solely with County and the decision of the DPA is final. Respondents shall be ready to attend interview within fifteen (15) calendar days of notification. Any inquiry to determine the responsibility of a Respondent to this RFP may be conducted. Respondent agrees that the submission of a Proposal is permission by Respondent for County to verify all information contained therein. If County believes it necessary, additional information may be requested from Respondent. The County may also send written questions and ask for written responses within five (5) business days. Failure to comply with any such request may disqualify a Respondent from further consideration. Respondents must be prepared to discuss all aspects of their proposal in detail, including technical questions. Respondents will not be allowed to alter or amend their Proposal through the use of the presentation process. ***NOTE: If interview/presentations are not conducted, the Written Proposal shall account for 900 total points of the scoring.***	Points Based	400 *(78.7% of Total)*
2.	**Cost Proposal** The proposal with the lowest cost receives the maximum points allowed for this criterion. All other proposals receive a percentage of the points available based on their cost relationship to the lowest proposal. Should any Preference Policies apply, the Preference Policy Applicable to Cost Proposal criteria will be scored.	Points Based	100 *(19.7% of Total)*

3.	**Preference Policy Applicable to Cost Proposal** A. Request for Proposal (RFP): An additional five percent (5%) shall be applied to the tallied cost score of each certified OCLSB or DVBE to obtain their final score. If the final score of any OCLSB or DVBE matches the final score of a non-OCLSB or non-DVBE, preference shall be given to the certified OCLSB. If two or more OCLSB or DVBEs have the same final score, the County shall determine the contract award based on the County's best interest. B. Dual OCLSB and DVBE Preference provides for the following: 1. Business Certified as OCLSB and DVBE If a State-certified OCLSB is also a State-certified DVBE, the preference given to that business shall be 8% instead of 5%. C. Subcontractors: If bidder is submitting subcontractors to qualify for the OCLSB or DVBE preference, bidder must demonstrate through the Staffing Plan that 20% of the total bid amount is allocated to the OCLSB and/or DVBE subcontractor(s). *NOTE: DVBE PREFERENCE IS NOT APPLICABLE TO PUBLIC WORKS OR A-E CONSTRUCTION PROJECTS.	Points Based	8 *(1.6% of Total)*

SECTION 6. PRICING PROPOSAL

FEES AND CHARGES

Line Item	Description	Quantity	Unit of Measure	Monthly Cost	Annual Cost
1	Fixed Price for Consulting Services - Year One (1)	1	Monthly		

Line Item	Description	Quantity	Unit of Measure	Monthly Cost	Annual Cost
2	Fixed Price for Consulting Services - Year Two (2)	1	Monthly		
3	Fixed Price for Consulting Services - Year Three (3)	1	Monthly		
TOTAL					

SECTION 7. VENDOR RESPONSES

Proposals must be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. **Proposals (Part 3) are limited to NA single-sided pages.**

Note: Proposals that exceed the page limit noted above may be disqualified from further consideration.

Proposals are electronically organized into three (3) Parts and are indexed in the order outlined below. Complete all required questions within each part.

Part 1 - Compliance Statements (will not count against the page limit)

Part 2 - Company Profile & References (will not count against the page limit)

Part 3 - Respondent's Proposal (counts against the page limit, no exceptions)

Remove red text if not a Design/Construction solicitation:

Upon recommendation of contract award, Design-Build Entity (D-BE) will be required to submit the following documents with ten (10) days of County notification, unless otherwise specified in the RFP:

A.

7.1 PART 1: COMPLIANCE STATEMENTS

Some *required questions might not be applicable to your company. Do not leave any required fields blank. Please indicate "**N/A**" when necessary. A required field that is left blank will prohibit your response from being submitted.

*indicates that it is required.

7.1.1 Validity of Proposal*

The County requires that all Proposals be valid for at least three hundred sixty-five (365) calendar days. Submissions not valid for at least three hundred sixty-five (365) days will be considered nonresponsive. The Respondent shall state the length of time for which the submitted Proposal shall remain valid below:

Please state 365 calendar Days if your proposal will be valid for that period of time. If your proposal will be valid for a different period of time please list the appropriate number of calendar days.

Maximum response length: 100 characters

*Response required

7.1.2 Certification of Understanding*

The County assumes no responsibility for any understanding or representation made by any of its officers, employees or agents during or prior to the execution of any Contract resulting from this solicitation unless:

A. Such understanding or representations are expressly stated in the Contract; and

B. The Contract expressly provides that the County therefore assumes the responsibility.

Representations made but not expressly stated and for which liability is not expressly assumed by the County in the Contract shall be deemed only for the information of the Respondent.

Respondent certifies that such understanding has been considered in this response.

☐ Please confirm

*Response required

7.1.3 Essential Requirements for Qualifications Statement*

The Respondent certifies that it has thoroughly examined the County's requirements and meets all minimum qualifications and requirements set forth in this RFP.

☐ Please confirm

*Response required

7.1.4 Certificate of Insurance *

The Respondent shall certify its willingness and ability to provide the required insurance coverage and certificates as set forth in the Model Contract.

☐ Please confirm

*Response required

7.1.5 Department of the Treasury, Internal Revenue Service Form W-9 Requirements

All Contractors will be required to submit to County a federal Form W-9, or form W-8 for foreign vendors. County will inform Contractor, at the time of award, if the Form W-9 or W-8 will be required.

In order to comply with this County requirement, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the agency Deputy Procurement Agent (DPA) the required W-9 or W-8.

You may upload the appropriate form here or comply within the ten (10) days as described above.

7.1.6 Conflict of Interest*

Does the Respondent have an existing relationship with the County, past or current, for any financial or business reasons, or any other reason?

An answer of **"NO"** shall be considered as Respondent certifying that no relationship exists or has existed as outlined below. An answer of **"YES"** will allow you to disclose the necessary information to the County.

Respondent with an existing or past relationship with the County, for any reason, shall answer **"YES"** to this question and disclose:

A. Any financial, business or other relationship with the County, any other entity that the County Board of Supervisors governs, or any County Board member, officer or employee, which may have an impact, affect or influence on the outcome of the services you propose to provide. Provide a list of current clients, employees, principals or shareholders (including family members) who may have a financial interest in the outcome of services you propose to provide.

B. Any financial, business or other relationship within the last three (3) years with any firm or member of any firm who may have a financial interest in the outcome of the work.

☐ Yes
☐ No

*Response required

When equals "Yes"

7.1.7 Conflict of Interest Follow Up Question 1*

Disclose any financial, business or other relationship with the County, any other entity that the County Board of Supervisors governs, or any County Board member, officer or employee, which may have an impact, affect or influence on the outcome of the services you propose to provide. Provide a list of current clients, employees, principals or shareholders (including family members) who may have a financial interest in the outcome of services you propose to provide.

*Response required

When equals "Yes"

7.1.8 Conflict of Interest Follow Up Question 2*

Disclose any financial, business or other relationship within the last three (3) years with any firm or member of any firm who may have a financial interest in the outcome of the work.

*Response required

7.1.9 Statement of Compliance*

A statement of compliance with all parts of this RFP or a listing of exceptions and suggested changes must be submitted in response to this RFP.

- Yes = No Exceptions: This response is in strict compliance with said RFP, including, but not limited to, the terms and conditions set forth in the Contract and its Attachments, and **no exceptions thereto are proposed.**

- No = Exceptions: If there are any proposed exceptions, This response shall proceed to upload a list of any and all exceptions in accordance with the instructions provided after "No" is selected.

Note: Respondents submitting exceptions to the County Model Contract listed in this RFP will receive a score of "0" for that criteria.

☐ Yes
☐ No

*Response required

When equals "No"

7.1.10 Attachment for each proposed exception must include:*

A. The RFP page number and section of the provision Respondent is taking exception to;

B. The complete provision Respondent is taking exception to;

C. The Respondent's suggested rewording;

D. Reason(s) for submitting the proposed exception; and

E. Any impact the proposed exception may have on cost, scheduling, or other areas.

*Response required

7.1.11 Non-Collusion Affidavit*

Each Respondent must execute the Non-Collusion Declaration contained in the RFP and submit it with the Proposal.

The County of Orange may require that the Respondent, before awarding any subcontract, secure Non-Collusion Declarations from proposed Subcontractors. The County of Orange does not conduct business with Respondents who engage in the act of Collusion.

- Non-Collusion_Declaration.pdf

*Response required

7.1.12 Non-Collusion Declaration - A*

Has your firm ever initiated discussions with competing consulting firms about the payment structure of an existing or potential future contract with the County of Orange? **Respondent must select one (1).**

If Respondent selects Yes answer, Respondent must provide a brief explanation below. A "Yes" answer may preclude you from moving forward in the RFP Process. Respondent must certify both questions below:

☐ Yes
☐ No

*Response required

When equals "Yes"

7.1.13 Reason for Collusion:*

*Response required

7.1.14 Non-Collusion Declaration - B*

If not, has your firm participated in any discussions with competing firms in an effort to influence the payment structure for existing or potential County contracts? **Respondent must select one (1). A "Yes" answer may preclude you from moving forward in the RFP Process.**

☐ Yes
☐ No

*Response required

When equals "Yes"

7.1.15 Provide names of competing firms: *

*Response required

7.1.16 Litigation against County of Orange in the past seven (7) years*

Respondent must certify either Yes or No:

A. (**Yes**) Respondent certifies current/past litigation as follows:

   1. Respondent shall provide detailed information regarding litigation (court and case number), liens, or claims involving Respondent, or any company that holds a controlling interest in Respondent, against County of Orange in the past seven (7) years.

B. (**No**) Respondent certifies that Respondent or any proposed subcontractors do not have any past or current litigation described above.

☐ Yes
☐ No

*Response required

When equals "Yes"

7.1.17 Respondent shall provide detailed information regarding litigation (court and case number), liens, or claims involving any proposed subcontractors, or any company that holds a controlling interest in subcontractor firm(s), against County of Orange in the past seven (7) years.*

*Response required

7.1.18 Name/Ownership Changes:*

Respondent must certify either Yes or No below:

A. (**Yes**) Respondent certifies past company name changes and/or ownership changes, for Respondent's firm and any proposed subcontractor firm, as follows:

1. Respondent shall provide detailed information regarding any company name changes (including legal business names) in the past seven (7) years.

B. (**No**) Respondent certifies that Respondent or any proposed subcontractors have not had any company name change or ownership changes in the past seven (7) years.

☐ Yes
☐ No

*Response required

When equals "Yes"

7.1.19 Respondent shall provide detailed information regarding any company ownership changes (including legal business names) in the past seven (7) years. *

*Response required

7.1.20 The Levine Act: County of Orange Campaign Contribution Disclosure*

The Levine Act compliance is a minimum submittal requirement of this solicitation.

Please complete and sign the County of Orange Campaign Contribution Disclosure Form attached hereto. A proposer's failure to provide a completed and signed copy will render its proposal as incomplete and nonresponsive.

- Levine_Act_-_Campaign_Contr...

*Response required

7.1.21 Statement of Economic Interest (Form 700)*

If subject to the Act, Respondent shall conform to all requirements of the Act. Failure to do so shall constitute a material breach and is grounds for immediate termination of the Contract by County. Respondent shall indemnify and hold harmless County for any and all claims for damages resulting from Respondent's violation of this Section.

☐ Please confirm

*Response required

7.1.22 Is your firm a County Of Orange Local Small Business (OCLSB) or a Disabled Veteran Business Enterprise (DVBE)?*

To participate as an OCLSB and/or DVBE, the requirements in the OCLSB AND DVBE PREFERENCE POLICIES CERTIFICATION REQUIREMENTS must be met

☐ Yes
☐ No

*Response required

When equals "Yes"

7.1.23 OC Local Small Business (OCLSB) Preference And Disabled Veteran Business Enterprise (DVBE) Certifications*

Instructions are located here: https://cpo.ocgov.com/doing-business-oc/preference-policies

- Local_Small_Business_(OCLSB...

*Response required

7.1.24 Upon recommendation of contract award, Respondent will be required to submit the following documents within ten (10) days of County notification, unless otherwise specified in the RFP:*

A. Insurance Certificate(s) including additional Insured Endorsement(s) (see Model Contract).

B. Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Respondent's-legal business name(s).

C. Signed Contract – Selected Respondent will be required to sign a contract upon award. If selected Respondent is a corporation, signature will be provided in accordance with the corporation's code as specified in this solicitation.

☐ Please confirm

*Response required

7.1.25 I HAVE READ, UNDERSTOOD AND AGREE TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL, AND TO THE TERMS, CONDITIONS AND ATTACHMENTS REFERENCED HEREIN*

☐ Please confirm

*Response required

7.2 PART 2: COMPANY PROFILE & REFERENCES

Some *required questions might not be applicable to your company. Do not leave any required fields blank. Please indicate "**N/A**" when necessary. A required field that is left blank will prohibit your response from being submitted.

*indicates that it is required.

7.2.1 Company Legal Name:*
*Response required

7.2.2 Company Legal Status (corporation, partnership, etc.):*
*Response required

7.2.3 DVBE Certification No:*
To be certified as a Disabled Veteran Business Enterprise by the County of Orange, a business shall meet (1) and (2) below:

A. Must be certified as a DVBE by the State of California Department of General Services (DGS); and,

B. DGS DVBE requirements must be valid at the time of bid/proposal submittal.

*Response required

7.2.4 SBA Certification No:*
Enter certification number

*Response required

7.2.5 Corporate Office Address*
What is the address of the company's corporate office? Please provide the full street/mailing address.

*Response required

7.2.6 Local Business Address(es):*
Please provide the local business address for the company named above. If there are multiple local addresses then please provide all.

*Response required

7.2.7 Telephone Number:*
*Response required

7.2.8 Fax Number:*
*Response required

7.2.9 Email Address:*
*Response required

7.2.10 Length of time Respondent has been in business:*
*Response required

7.2.11 Length of time at current location:*
*Response required

7.2.12 Is your firm a sole proprietorship doing business under a different name?*

☐ Yes
☐ No

*Response required

When equals "Yes"

7.2.13 If yes, please indicate sole proprietor's name and the name you are doing business under:*

*Response required

7.2.14 Is Respondent incorporated?*

☐ Yes
☐ No

*Response required

When equals "Yes"

7.2.15 If yes, State of Incorporation:*

*Response required

When equals "Yes"

7.2.16 Contract Signature Authority - Executive Signature*

If incorporated, please provide the name, contact number, and email of the person who would provide this signature authority. The Executive Signer Authority comes from the President, Vice-President, or Chairperson of the Board.

- Contact Full Name:
- Contact Number:
- E-mail Address:

*Response required

When equals "Yes"

7.2.17 Contract Signature Authority - Financial Signature*

If incorporated, please provide the name, contact number, and email of the person who would provide this signature authority. The Financial Signer Authority comes from the Secretary, Assistant Secretary, Chief Financial Officer, or Treasurer.

- Contact Full Name:
- Contact Number:
- E-mail Address:

*Response required

When equals "No"

7.2.18 Contract Signature Authority*

If not incorporated, please provide the name, contact number, and email of the person who has the binding and signature authority of this contract.

- Contact Full Name:
- Contact Title:
- Contact Number:
- E-mail Address:

*Response required

7.2.19 Unique Entity Identifier Number (UEI) *

The County requires a valid UEI number and complete registration. Your company may obtain one at no cost at https://sam.gov/entity-registration.

*Response required

7.2.20 Federal Taxpayer ID Number:*

*Response required

7.2.21 D-U-N-S Number*

Please provide your company's DUNS number.

The County requires a valid D-U-N-S number prior to Contract Award. If needed, your company may obtain one at no cost at www.dnb.com. If you are unable to provide/obtain a D-U-N-S number, please indicate so in lieu of the number.

*Response required

7.2.22 Regular business hours:*

*Response required

7.2.23 Regular holidays and hours when business is closed:*

*Response required

7.2.24 Contact person in reference to this RFP:*

Please include the following information in this response:

A. Contact Person Full Name:

B. Telephone Number:

C. Fax Number:

D. Email Address:

E. Mobile Number:

*Response required

7.2.25 Contact person for Accounts Payable:*
Please include the following information in this response:

A. Contact Person Full Name:

B. Telephone Number:

C. Fax Number:

D. Email Address:

E. Mobile Number:

*Response required

7.2.26 Contact Person for Project Manager:*
Please include the following information in this response:

A. Contact Person Full Name:

B. Telephone Number:

C. Fax Number:

D. Email Address:

E. Mobile Number:

*Response required

7.2.27 Company Emergency Contact*
State the following for the emergency contact person in reference to this solicitation:

- **Full Name (First and Last) of contact during non-business hours**
- **Telephone Number (including area code)**
- **Fax Number (including area code), if applicable**
- **Cell Phone Number (if different than regular phone)**
- **Full Email Address**

*Response required

7.2.28 References*
Respondent must demonstrate successful prior performance of comparable services in the public sector arena and provide a minimum five (5) references with three (3) references from public sector entities and clients that are comparable to the County of Orange for which these types of services have been performed within the past five (5) years. **References cannot be from one of the County of Orange departments or from more than one of the same entity.**

Please provide the following information for each of the five references:

- Company Name
- Contact Name
- Email
- Telephone number
- Address
- Contract Effective Dates
- Contract Amount
- Brief Contract Description

*Response required

7.3 PART 3: RESPONDENT'S PROPOSAL

7.3.1 Respondent's Proposal*

Please upload responses for each of the Proposal Scoring Criteria.

*Response required

7.3.2 Proposed Staffing/Key Personnel Plan*

Respondent shall:

A. Download the below documents, complete, and upload hereinto:

1. The key personnel information must be sufficient to confirm to the County that the firm has adequate staff and the capability to assist in Services as needed. Provide the names of key staff who may be assigned to Services. Include current resumes detailing their technical expertise, experience directly related to the proposed work (including similar projects), function and responsibility related to the proposed work, qualifications, years of related experience, and length of time with the firm. Additionally, list any licenses and certifications held by these individuals.
2. Identify subcontractors (if any) that will be assigned to perform services listed in the Scope of Services.
3. Identify subcontractor(s) Preference Certification, when applicable.

- Key_Personnel-Staffing_Plan...
- Key_Personnel-Staffing_Plan...

*Response required

7.3.3 Additional Information (Optional)

Please do not upload any information already provided in previous Vendor Response questions.

AWARD PENDING

Consulting Services for Inmate Communication System

Request For Proposal (RFP)

Sheriff-Coroner

80101508

Project ID: 060-2879605-OP

Release Date: Monday, October 27, 2025

Due Date: Monday, December 1, 2025 4:00pm

Posted Monday, October 27, 2025 3:13pm

Bid Unsealed Tuesday, December 9, 2025 7:26am by Olivia Prudencio

Pricing Unsealed Thursday, February 19, 2026 3:17pm by Olivia Prudencio

All dates & times in Pacific Time

Edit Preview

Addenda & Notices

Addenda & Notices issued following the posting of the project

All	3
Addenda	1
Notices	2

+ New Notice

Official Notice #1: RFP-060-2879605-OP Scoring and Interviews for Consulting Services for Inmate Communication System

Edit

Feb 6, 2026 4:01 PM

To All respondents to RFP-060-2879605-OP for Consulting Services for Inmate Communication System

The County has determined it is in the best interest to not conduct presentation/interviews for RFP-060-2879605-OP for Consulting Services for Inmate Communication System. As a result, a second phase has been issued to revise the written proposal scoring format from 500 to 900 with cost remaining at 100 for a total of 1000 points.

The written evaluation will be scored as follows:

1. Firm's Background, Qualifications & Experience 250 points
2. Key Personnel/Proposed Staffing 200 points
3. Quality/Effectiveness of Work Plan/Project Approach 300 points
4. Organization/Completeness of Response 50 points
5. Compliance with the County Model Contract 50 points
6. References 50 points
7. Cost 100 points

**Note: Respondents submitting exceptions to the County Model Contract of this RFP may receive a score of “0” for this criterion.

OP Olivia Prudencio *2 months ago*

Official Notice #2: Notice of Intent to Award

Mar 24, 2026 9:43 AM

Intent_to_Award_Notice.pdf

OP Olivia Prudencio *2 days ago*

BOARD OF SUPERVISORS

MEMORANDUM

Date: April 6, 2026

To: Robin Stieler, Clerk of the Board

From: Chairman Doug Chaffee, Fourth District

Subject: Addition of Supplemental Agenda Item for April 14, 2026

RECEIVED
2026 APR -9 PM 1:27
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

S43F

Supplemental Agenda Item Title: Allocation of $55,000 for The Friendly Center, Inc.

Summary:
Chairman Doug Chaffee requests the approval of $55,000 funding from the Fourth District discretionary fund to support Friendly Center's food distribution initiative serving residents in the Fourth District. This investment builds on an ongoing partnership, including previous County support for the Friendly Mart through refrigeration units and collaboration on a rental assistance program to help stabilize housing for Fourth District families.

Purpose of Funding:
The funding will support the implementation of a six-month, twice-monthly food distribution program utilizing Friendly Center's client-choice Friendly Mart model. This initiative will expand access to nutritious, culturally responsive food for vulnerable residents, while supporting staffing, food procurement, and operational needs to ensure efficient and dignified service delivery throughout the Fourth District.

Recommended Action Items:

1. Approve the allocation of $55,000 from the Fourth District discretionary funds for The Friendly Center, Inc.
2. Find under Government Code section 26227 that this expenditure is necessary to meet the social and educational needs of County residents.
3. Authorize and direct the County Executive Officer, or designee, to negotiate and enter into an agreement with The Friendly Center, Inc., or its parent organization as necessary to effectuate the purposes of this allocation.
4. Authorize and direct the Auditor-Controller, or designee, to make related payments as necessary to effectuate the purposes of this allocation.

BOARD OF SUPERVISORS

MEMORANDUM

Doug Chaffee

RECEIVED
2026 APR -9 PM 1:27
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

Date: April 6, 2026

To: Robin Stieler, Clerk of the Board

From: Chairman Doug Chaffee, Fourth District

Subject: Addition of Supplemental Agenda Item for April 14, 2026

S43G

Supplemental Agenda Item Title: Allocation of $2000 for Anaheim High School Alumni Association, Inc.

Summary:
Chairman Doug Chaffee requests approval for the allocation of $2000 from Fourth District discretionary funds to support the Anaheim High School Alumni Association, Inc.

Purpose of Funding:
Anaheim High School Girls Flag football team won their first CIF Division 5 Championship in November 2025. Chairman Doug Chaffee is proud to support the Anaheim High School Girls Flag Football Team with a $2,000 contribution toward CIF Championship rings, recognizing their outstanding achievement and historic accomplishment in securing a CIF title. This milestone reflects the team's dedication, resilience, and the growing impact of girls' flag-football in our community. This contribution honors the hard work of these student-athletes and celebrates their role in paving the way for future generations of young women in sports.

Recommended Action Items:

1. Approve the allocation of $2000 from Fourth District discretionary funds to Anaheim High School Alumni Association, Inc.
2. Find under Government Code section 26227 that this expenditure is necessary to meet the social and educational needs of County residents.
3. Authorize and direct the County Executive Officer, or designee, to negotiate and enter into an agreement with Anaheim High School Alumni Association, Inc., or its parent organization as necessary to effectuate the purposes of this allocation.
4. Authorize and direct the Auditor-Controller, or designee, to make related payments as necessary to effectuate the purposes of this allocation.

BOARD OF SUPERVISORS

MEMORANDUM

RECEIVED
2026 APR -9 PM 1:27
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

Date: April 6, 2026

To: Robin Stieler, Clerk of the Board

From: Chairman Doug Chaffee, Fourth District

Subject: Addition of Supplemental Agenda Item for April 14, 2026

S 43 H

Supplemental Agenda Item Title: Allocation of $100,000 to Olive Community Services, Inc.

Summary:
Chairman Doug Chaffee requests the approval of $100,000 funding from the Fourth District discretionary fund to support Olive Community Services, Inc.

Purpose of Funding:
Chairman Doug Chaffee is providing $100,000 in funding to Olive Community Services, Inc. to support the revitalization of a property in Anaheim into a Multicultural Community Hub serving residents of the Fourth District. This investment will help transform the site into an accessible, community-centered space offering wellness programs, senior services, therapeutic support, and opportunities for social connection. By contributing to critical facility improvements and build-out, this funding will help create a one-stop resource that enhances health, reduces isolation, and strengthens support systems for families and seniors across the district.

Recommended Action Items:

1. Approve the allocation of $100,000 from the Fourth District discretionary funds to Olive Community Services, Inc..
2. Find under Government Code section 26227 that this expenditure is necessary to meet the social and educational needs of County residents.
3. Authorize and direct the County Executive Officer, or designee, to negotiate and enter into an agreement with Olive Community Services, Inc., or its parent organization as necessary to effectuate the purposes of this allocation.
4. Authorize and direct the Auditor-Controller, or designee, to make related payments as necessary to effectuate the purposes of this allocation.

BOARD OF SUPERVISORS

MEMORANDUM

Doug Chaffee

Date: April 6, 2026

To: Robin Stieler, Clerk of the Board

From: Chairman Doug Chaffee, Fourth District

Subject: Addition of Supplemental Agenda Item for April 14, 2026

RECEIVED
2026 APR -9 PM 1:27
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

S43I

Supplemental Agenda Item Title: Allocation of $1500 for Dana Point Women's Club

Summary:
Chairman Doug Chaffee requests approval for the allocation of $1500 from Fourth District discretionary funds to support the Dana Point Women's Club towards their "A Dimond Celebration -75 year of Heat and Hope" event.

Purpose of Funding:
Chairman Doug Chaffee is proud to support the " A Diamond Celebration – 75 Years of Heart and Hope" event, that raises funds for the Project Foster, with a donation in recognition of its meaningful impact on children in Orange County's foster care system. Since 2023, Project Foster has provided thousands of youth entering foster care with personalized suitcases filled with essential items and comforting belongings—offering dignity, stability, and a sense of care during times of transition. This contribution reflects Chairman Chaffee's continued commitment to supporting vulnerable children and investing in programs that help ensure every child feels valued, supported, and prepared for a brighter future

Recommended Action Items:

1. Approve the allocation of $1500 from Fourth District discretionary funds to Dana Point Women's Club.
2. Find under Government Code section 26227 that this expenditure is necessary to meet the social and educational needs of County residents.
3. Authorize and direct the County Executive Officer, or designee, to negotiate and enter into an agreement with Dana Point Women's Club., or its parent organization as necessary to effectuate the purposes of this allocation.
4. Authorize and direct the Auditor-Controller, or designee, to make related payments as necessary to effectuate the purposes of this allocation.

BOARD OF SUPERVISORS

MEMORANDUM

Date: April 6, 2026

To: Robin Stieler, Clerk of the Board

From: Chairman Doug Chaffee, Fourth District

Subject: Addition of Supplemental Agenda Item for April 14, 2026

S43J

RECEIVED
2026 APR -9 PM 1:27
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

Supplemental Agenda Item Title: Allocation of $50,000 to Community Health Initiative of Orange County.

Summary:
Chairman Doug Chaffee requests approval for the allocation of $50,000 from Fourth District discretionary funds to support Community Health Initiative of Orange County.

Purpose of Funding:
Chairman Doug Chaffee is providing funding support to the Community Health Initiative of Orange County (CHIOC) to expand critical health access and enrollment services for residents in the Fourth District. Through CHIOC's proven Outreach, Enrollment, Retention, and Utilization (OERU) model, this investment will help connect vulnerable populations—including older adults, individuals with disabilities, and families facing language or economic barriers—to essential healthcare coverage and public benefits such as Medi-Cal, Covered California, and CalFresh. This funding will strengthen CHIOC's on-the-ground outreach, one-on-one enrollment assistance, and ongoing support services, ensuring that more Fourth District residents can successfully access and maintain the care and resources they need to lead healthier, more stable lives.

Recommended Action Items:

1. Approve the allocation of $50,000 from Fourth District discretionary funds to Community Health Initiative of Orange County.
2. Find under Government Code section 26227 that this expenditure is necessary to meet the social and educational needs of County residents.
3. Authorize and direct the County Executive Officer, or designee, to negotiate and enter into an agreement with Community Health Initiative of Orange County, or its parent organization as necessary to effectuate the purposes of this allocation.
4. Authorize and direct the Auditor-Controller, or designee, to make related payments as necessary to effectuate the purposes of this allocation.

Docusign Envelope ID: 8A222AA6-96BC-45A4-BF6D-DF758A9E807B

Revision to ASR and/or Attachments

Date: 4/9/26

To: Clerk of the Board of Supervisors

CC: County Executive Office

From: **Kevin Onuma, Director of OC Public Works**

Signed by: Michelle Aguirre 1B08898A0E6A4FA...

Docusigned by: Kevin Onuma 6637C1ABB313470...

Re: ASR Control #: N/A , Meeting Date 4/14/26, Item No. # S43K

Subject: Adopt Resolutions and Approve Revised OC Traffic Committee Bylaws

---

Explanation:

A revision is required to correct the Traffic Committee item referenced in "Attachment D – Resolution for Item B" to conform with Recommended Action No. 3.

RECEIVED
2026 APR 10 AM 8:11
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

☐ Revised Recommended Action(s)

☐ Make modifications to the:

☐ Subject ☐ Background Information ☐ Summary ☐ Financial Impact

☒ Revised Attachments (attach revised attachment(s) and redlined copy(s))

Attachment D – Resolution for Item B

Attachment D

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

April 14, 2026

WHEREAS, on March 12, 2026, the Orange County Traffic Committee (Committee) held a meeting to consider agenda items to address traffic safety; and

WHEREAS, the agenda item discussed by the Committee was establishing 25 miles per hour speed limit on Saddle Way from Ranch Canyon to Pablo Way. The Committee prepared a report of its findings and recommendations for transmittal to the Board of Supervisors (Board) for action,

NOW THEREFORE, BE IT RESOLVED that this Board does hereby:

1. Approve the Orange County Traffic Committee report of March 12, 2026 – Item B.
2. Establish 25 miles per hour speed limit on Saddle Way, from Ranch Canyon Road to Pablo Way.

Docusign Envelope ID: CC2D5D3E-072D-450D-9E1E-23D7B7F73AF6

Attachment D

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

April 14, 2026

WHEREAS, on March 12, 2026, the Orange County Traffic Committee (Committee) held a meeting to consider agenda items to address traffic safety; and

WHEREAS, the agenda item discussed by the Committee was establishing 25 miles per hour speed limit on Saddle Way from Ranch Canyon to Pablo Way. The Committee prepared a report of its findings and recommendations for transmittal to the Board of Supervisors (Board) for action,

NOW THEREFORE, BE IT RESOLVED that this Board does hereby:

1. Approve the Orange County Traffic Committee report of March 12, 2026 – Item ~~D~~B.
2. Establish 25 miles per hour speed limit on Saddle Way, from Ranch Canyon Road to Pablo Way.

Docusign Envelope ID: 561C4286-A318-427E-9AEB-DAD8CE11A8CD

County Executive Office

Memorandum

RECEIVED
2026 APR -9 PM 2:23
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

April 9, 2026

To: Clerk of the Board of Supervisors

From: Michelle Aguirre, County Executive Officer

Signed by: Michelle Aguirre
1B08898A0E6A4FA...

Subject: Supplemental Request According to Board Rule 21

S 43K

The County Executive Office is requesting a Supplemental Agenda Staff Report for the April 14, 2026, Board Hearing.

Agency: **OC Public Works**
Subject: **Adopt Resolutions and Approve Revised OC Traffic Committee Bylaws**
Districts: **All Districts**

Reason Item is Supplemental: On March 12, 2026, the Orange County Traffic Committee met and approved staff recommendations. Following the meeting, additional stakeholder input was received, including a March 30, 2026, request from the Superintendent of the Capistrano Unified School District supporting expedited implementation of an adult crossing guard at Meandering Trail and Grassy Knoll Lane in the Las Flores community. The Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Justification: Given the public safety implications and community interest associated with the recommended traffic control measures, it is in the best interest of the County to bring this item forward at the earliest available Board meeting rather than delay consideration to a later date.

Concur: Doug Chaffee

Doug Chaffee, Chair of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel

Docusign Envelope ID: 561C4286-A318-427E-9AEB-DAD8CE11A8CD

Agenda Item S43K
Clerk's Use Only

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE:	4/14/2026
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	OC Public Works
DEPARTMENT HEAD REVIEW:	Signed by: Kevin Onuma 1CD1A8F5572040A...
DEPARTMENT CONTACT PERSON(S):	Justin Golliher, 714-667-1675 Wei Zhu, 657-303-3113

SUBJECT: Adopt Resolutions and Approve Revised OC Traffic Committee Bylaws

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
Signed by: Michelle Aguirre 1B08898A0E6A4FA...	Approved Resolutions to Form	Discussion
CEO Signature	Action DocuSigned by: Ray Diaz 340EAD6CC0E14AF...	3 Votes Board Majority

Budgeted: Yes
Current Year Cost: $10,590
Annual Cost: See Financial Impact Section
Staffing Impact: No
# of Positions: N/A
Sole Source: N/A
Current Fiscal Year Revenue: N/A
Funding Source: See Financial Impact Section
County Audit in last 3 years: No
Levine Act Review Completed: N/A
Prior Board Action: N/A

RECOMMENDED ACTION(S)

1. Find that the project is categorically exempt from CEQA, Class 1 (Existing Facilities) pursuant to CEQA Guidelines Section 15301.

2. Approve the Orange County Traffic Committee Report of March 12, 2026 – Item A and direct OC Sheriff-Coroner to assign an adult crossing guard at the intersection of Meandering Trail and Grassy Knoll Lane in Las Flores.

3. Adopt a Resolution to approve the Orange County Traffic Committee Report of March 12, 2026 – Item B to establish a 25 miles per hour speed limit on Saddle Way between Ranch Canyon and Pablo Way in Rancho Mission Viejo.

Docusign Envelope ID: 561C4286-A318-427E-9AEB-DAD8CE11A8CD

4. Approve the Orange County Traffic Committee Report of March 12, 2026 – Item C and direct OC Sheriff-Coroner to assign an adult crossing guard at the intersection of Foster Road and Silverwood Drive in Rossmoor.

5. Adopt a Resolution to replace the OC Development Services representative with a resident representative from First Supervisorial District and authorize the Orange County Traffic Committee to make conforming changes to the Bylaws.

SUMMARY:

Adopting a Resolution to establish a 25 miles per hour speed limit on Saddle Way between Ranch Canyon and Pablo Way; approving the Orange County Traffic Committee Report to assign adult crossing guards at Meandering Trail and Grassy Knoll Lane and at Foster Road and Silverwood Drive; and adopting a Resolution to update Committee membership will improve pedestrian and traffic safety and enhance community representation.

BACKGROUND INFORMATION:

At the March 12, 2026, Orange County Traffic Committee (Committee) meeting, the following items were agendized and discussed:

Item A – Adult Crossing Guard at Meandering Trail and Grassy Knoll Lane, Las Flores

In 2025, OC Public Works received requests from a Las Flores resident and Las Flores Elementary School staff regarding pedestrian safety at the intersection of Meandering Trail and Grassy Knoll Lane. OC Public Works conducted a traffic study to evaluate whether the location meets the criteria for an adult crossing guard.

According to the California Manual on Uniform Traffic Control Devices (MUTCD) 2014, Section 7D.02, an adult crossing guard is justified if all of the following conditions are met: (1) At an uncontrolled crossing where there is no alternate controlled crossing withing 600 ft, and (b) In rural areas where the vehicular volume exceeds 300 during each of any two hours in which 30 or more school pedestrians cross daily. Rural conditions are used for this intersection due to the stipulation that the 85th percentile speed exceeds 40 miles per hour.

The nearest controlled crossing is approximately 900 feet south at the signalized intersection of Oso Parkway and Meandering Trail. Vehicular and pedestrian volumes were collected during a three-week period where a Community Safety Officer was stationed as a temporary crossing guard. Data from January 8, 21, and 22 was used to evaluate whether an adult crossing guard is warranted. The data indicates that pedestrian volumes and conflicting vehicular traffic exceed the applicable thresholds.

Based on these findings, an adult crossing guard is warranted at this intersection. The Committee unanimously approved the recommendation. The estimated annual cost for one crossing guard is $13,000.

Item B – Establish Speed Limit on Saddle Way, Rancho Mission Viejo (RMV)

In January 2026, OC Public Works received a request from a resident in RMV regarding speeding concerns along Saddle Way. Saddle Way extends approximately 0.8 miles between Ranch Canyon Road and Pablo Way and is divided into two segments by Legado Road. The west segment includes a community center and a playground at Boulder Pond Park, while the east segment includes a planned elementary school

Docusign Envelope ID: 561C4286-A318-427E-9AEB-DAD8CE11A8CD

currently under construction. Saddle Way is classified as a residence district pursuant to California Vehicle Code Section 515, as it contains more than 13 separate dwelling units within one-quarter mile. Under California Vehicle Code Section 22352(b)(1), local authorities may establish a 25 miles per hour speed limit on roadways classified as residence districts.

Speed surveys indicate an 85th percentile speed of 28 miles per hour between Ranch Canyon Road and Legado Road, and 42 miles per hour between Legado Road and Pablo Way. Given the short length of the roadway and the presence of community amenities, a 25 miles per hour speed limit is recommended to enhance safety.

The Committee reviewed the evaluation and approved the recommendation to establish a 25 miles per hour speed limit on Saddle Way between Ranch Canyon to Pablo Way (0.8 miles). The estimated cost for signage and pavement markings is $500.

Item C – Adult Crossing Guard at Foster Road and Silverwood Drive, Rossmoor

In January 2026, OC Public Works received a request from a Rossmoor resident to improve pedestrian safety at the intersection of Foster Road and Silverwood Drive. In response, OC Public Works conducted a traffic study to evaluate whether the location meets the criteria for an adult crossing guard.

According to the Orange County Traffic Manual, an adult crossing guard is justified if all of the following conditions are met: (1) Crossing guard would be placed on a "Suggested Route to School"; (2) Pedestrian volumes must be at least 25 children per hour for any two hours of the day; and (3) Conflicting vehicle volume exceeds 300 vehicles per hour during the two hours of children crossing.

The intersection contains a marked crosswalk and is located adjacent to Lee Elementary School, indicating it is part of a Suggested Route to School. Traffic and pedestrian counts collected on February 3, 4 and 13, 2026, demonstrate that, on average, both pedestrian and conflicting vehicular volumes exceed the minimum thresholds.

Based on these findings, an adult crossing guard is warranted. The Committee unanimously approved the recommendation. The estimated annual cost for one crossing guard is $13,000.

Amend Traffic Committee Membership

The Committee includes representatives from various public agencies and stakeholders involved in traffic safety and transportation operations. OC Public Works, OC Development Services, currently holds a representative position on the Committee.

On December 16, 2025, the Board of Supervisors (Board) adopted Resolution No. 25-134 to establish all-way stop control and side-street stop control at 21 intersections throughout unincorporated Orange County. Several of these locations are within the First Supervisorial District, which currently does not have a resident representative on the Committee.

At the request of Supervisor Nguyen, OC Public Works is proposing an amendment to the Committee membership to replace the OC Development Services representative with a resident representative from the First Supervisorial District. This change will enhance community representation and provide a direct local perspective on traffic safety matters affecting unincorporated areas within the First District.

Under Orange County Ordinances 6-4-204, the Board may change the required membership of the Committee from time to time by way of resolution. The resolution also makes the appropriate changes to the membership section of the Committee Bylaws.

Compliance with CEQA: The proposed project is categorically exempt (Class 1) from the provisions of CEQA pursuant to CEQA Guidelines Section 15301, because it consists of operation, maintenance and minor alteration of existing public facilities (streets), involving no expansion of existing use.

FINANCIAL IMPACT:

Appropriations for installation of signage and pavement markings at Saddle Way are included in Fund 115, OC Road, FY 2025-2026 Budget.

OC Sheriff-Coroner (OCSD) administers Orange County's crossing guard program and contracts out services to maintain coverage at all approved locations. The annual cost of $26,000 to assign two crossing guards, one at Meandering Trail and Grassy Knoll Lane and one at Foster Road and Silverwood Drive, will be funded through OCSD Proposition 172 funds. OCSD will return to the Board of Supervisors for approval if additional funding is required.

Appropriations for the contract for crossing guards are included in Budget Control 060, OCSD, FY 2025-2026 Budget and will be included in the budgeting process for future years. The contract contains language allowing OCSD to terminate the contract without penalty with cause or after 30 days of written notice without cause if funding is reduced and/or not available to continue funding the contract.

STAFFING IMPACT:

N/A

REVIEWING AGENCIES/DEPARTMENTS:
OC Sheriff-Coroner

ATTACHMENT(S):
Attachment A - Orange County Traffic Committee Meeting Agenda
Attachment B - Orange County Traffic Committee Report – Item A
Attachment C - Orange County Traffic Committee Report – Item B
Attachment D - Resolution for Item B
Attachment E - Orange County Traffic Committee Report – Item C
Attachment F - Orange County Ordinance 6-4-204
Attachment G - Resolution for Traffic Committee Membership Change
Attachment H - 2026 Orange County Traffic Committee Bylaws
Attachment I - Redline to Orange County Traffic Committee Bylaws

County Executive Office

Memorandum

April 9, 2026

To: Clerk of the Board of Supervisors

From: Michelle Aguirre, County Executive Officer

Digitally signed by Michelle Aguirre
DN: cn=Michelle Aguirre, o=County of Orange, ou=County Executive Office, email=Michelle.Aguirre@ceo.oc.org, c=US
Date: 2026.04.09 10:59:19 -07'00'

Subject: Exception to Rule 21

S43L

RECEIVED
2026 APR -9 PM 1:24
CLERK OF THE BOARD
COUNTY OF ORANGE

The County Executive Office is requesting a Supplemental Agenda Staff Report for the April 14, 2026 Board Hearing.

Agency: County Executive Office
Subject: Reorganize Investment Responsibilities Under County Executive Office
Districts: All Districts

Reason Item is Supplemental: This item is supplemental because it was not submitted in time to meet the Clerk of the Board deadline.

Justification: This agenda item will allow for the reorganization of the Investment Responsibilities under the County Executive Office effective April 17, 2026.

Concur: Doug Chaffee

Doug Chaffee, Chair of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel

Docusign Envelope ID: EFDC43BD-86DB-4F00-B967-917E576E20ED

Agenda Item S43L
Clerk's Use Only

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE:	04/14/2026
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	County Executive Office
DEPARTMENT HEAD REVIEW:	Signed by: Michelle Aguirre 1B08808A0E6A4FA... *Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Michelle Aguirre (714) 834-4304 Kim Engelby (714) 834-3530

RECEIVED
2026 APR -9 PM 1:21
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

SUBJECT: Reorganize Investment Responsibilities Under County Executive Office

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
Signed by: Michelle Aguirre 1B08808A0E6A4FA... *CEO Signature*	No Legal Objection *Action* DocuSigned by: James Steinmann 140DEC03F951457 *County Counsel Signature*	Discussion 4/5 Vote

Budgeted: See Financial Impact Section.

Current Year Cost: See Financial Impact Section

Annual Cost: See Financial Impact Section

Staffing Impact: See Financial Impact Section

# of Positions: N/A

Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: N/A

County Audit in last 3 years No

Levine Act Review Completed: N/A

Prior Board Action: N/A

RECOMMENDED ACTION(S)

1. Approve the Investment Division reorganization from Treasurer-Tax Collector to County Executive Office, and direct County Executive Office and Auditor-Controller to facilitate necessary position, encumbrance, appropriations, revenue and Net County Cost changes from Treasurer-Tax Collector, Budget Control 074 to County Executive Office, Budget Control 017, effective April 17, 2026. **(Requires four-fifths vote)**

2. Direct the Auditor-Controller to revise appropriations and revenues as detailed in the Budget Adjustment Detail, Attachment C, in accordance with Government Code Sections 29125, 29130 and 25252. **(Requires four-fifths vote)**

Docusign Envelope ID: EFDC43BD-86DB-4F00-B967-917E576E20ED

3. Direct County Executive Office Human Resource Services to amend the master position control, as detailed in the Staffing Impact Section

4. Authorize the County Procurement Officer or deputized designee to execute or amend agreements, documents and/or make changes related to the Investment Division associated contracts as necessary to effectuate Recommended Actions Numbers 1 and 2.

SUMMARY:

Approval of this reorganization transfers resources associated with the investment function to the County Executive Office, acting as the executive agent of the Board of Supervisors ("Board"), to align with the Board's investment authority and ensure appropriate oversight and safeguarding of public funds within the Orange County Treasury Pool.

BACKGROUND INFORMATION:

The authority to invest the funds of the County and the funds of other required depositors in the County Treasury rests with the Board of Supervisors. Pursuant to Government Code section (GC) 27000.1, and 53607, the Board may delegate its authority to invest and reinvest these funds to the county treasurer. Beginning in 2025 and continuing with 2026, the Board elected not to delegate this authority to the Treasurer-Tax Collector (TTC). On February 11, 2025, the Board approved the Orange County Investment Policy. On February 25, 2025, the Board amended Section 1-2-320 of the Orange County Codified Ordinances to remove the prohibition of the Chief Financial Officer from exercising investment authority. On December 16, 2025, the Board approved an updated version of the Investment Policy as part of the County's Strategic Financial Plan.

The County Executive Office (CEO) is responsible for implementing resolutions, directives and policies set by the Board. As investment authority rests with the Board, management of the daily operations and responsibility for the investment activities associated with the Orange County Treasury Pool (OCTP), which includes both County funds and required School District funds, is exercised by the CEO. County investment activities are strictly regulated by law and the County Investment Policy. When managing public funds, state law and the County Investment Policy prioritize, in order of importance, safeguarding principal, meeting liquidity needs, and achieving an appropriate return. As of January 2026, the balance of the OCTP was $16 billion, earning $55 million in interest for the month.

Under the current organizational structure, staff who are responsible for the investment function are maintained within the reporting structure of TTC. This structure creates confusion for staff and inefficiencies for the CEO's oversight and management of the investment function with respect to staff, contracts management, systems and access. With the Board maintaining their investment authority and the function remaining with the CEO, an analysis was performed to separate investment staff, agreements, systems and access from the daily operations of TTC while also recognizing and maintaining the need for collaboration with shared agreements and systems.

Working with the investment management team, an analysis of roles, responsibilities, systems, agreements, and required and provided information was performed which identified nine positions to be transferred from TTC to CEO (1 Fiscal Manager, Senior; 3 Fiscal Managers; 1 Senior Accountant/Auditor; 3 Accountant/Auditors, and 1 Accounting Technician). Agreements in place to solely support investments will be amended to align under CEO from TTC. Appropriations for such contracts will be transferred from TTC to CEO to reflect the change. Shared systems and agreements require further analysis to determine if alternate solutions exist or if a share of cost is more cost effective.

In addition to aligning the investment function with the Board's fiduciary responsibility, clarity will also be provided on the roles, responsibilities, and expectations for both the CEO and TTC with regards to investments. This reorganization brings the investment function under the CEO Finance Office as an independent unit functioning outside of TTC, allowing for a more comprehensive management of the fiscal position and economic forecast.

FINANCIAL IMPACT:

The Recommended Actions include the required adjustments needed to shift appropriations and revenues in the FY 2025-26 budget from TTC (Budget Control (BC) 074) to CEO (BC 017) which total approximately $1.4 million in salaries and employee benefits annually. Additional impacts may include a share of costs for common contracts and systems but requires further analysis. All costs are offset by investment fee revenues.

STAFFING IMPACT:

Nine positions are identified to be transferred from TTC (BC 074) to CEO (BC 017). Staff impacted are clearly identified as performing investment-related activities that do not involve the TTC's statutory duties and are expected to remain in their current location as it maintains efficiencies in their processes.

Position Number	Position Type	Position Title	Position Title Description
R73072	Regular	7807GE	Accountant/Auditor II
R81239	Regular	7807GE	Accountant/Auditor II
R87159	Regular	7807GE	Accountant/Auditor II
R96185	Regular	0835CL	Accounting Technician
R81986	Regular	8220MA	Fiscal Manager
R94106	Regular	8220MA	Fiscal Manager
R93466	Regular	8220MA	Fiscal Manager
R97836	Regular	8221MA	Fiscal Manager, Senior
R81241	Regular	7810SM	Senior Accountant/Auditor

ATTACHMENT(S):

Attachment A – Orange County Investment Policy
Attachment B – Budget Adjustment Summary
Attachment C – Gov Code 27000.1
Attachment D – Gov Code 53607

Orange County California

Investment Policy

Approved By the Board of Supervisors

December 16, 2025

TABLE OF CONTENTS Page No.

I. Policy Statement 3

II. Scope 3

III. Prudent Investor Standard 4

IV. Investment Authority 4

V. Objectives 4

VI. Authorized Investments 5

VII. Investment Credit Rating Restrictions 8

VIII. Investment Type, Diversification, Maturity and Duration Restrictions 9

IX. Prohibited Transactions 10

X. Ethics and Conflict of Interest 11

XI. Authorized Broker/Dealers and Financial Institutions 11

XII. Performance Evaluation 12

XIII. Safekeeping 12

XIV. Maintaining the Public Trust 13

XV. Internal Controls 13

XVI. Earnings and Costs Apportionment 13

XVII. Performance Standards 14

XVIII. Investment Policy Review 14

XIX. Financial Reporting 14

XX. Legislative Changes 14

XXI. Disaster Recovery Program 15

XXII. Glossary 16

ORANGE COUNTY
INVESTMENT POLICY

PURPOSE

The Orange County Investment Policy ("Policy") provides the structure for the prudent investment of the funds of the County of Orange ("County") and the funds of other depositors in the County treasury.

I. POLICY STATEMENT

The Policy is prepared in accordance with California State law and based on prudent money management practices. The primary goal is to invest public funds in a manner that will provide the maximum security of principal invested with secondary emphasis on providing adequate liquidity to pool participants and lastly to achieve a market rate of return within the parameters of prudent risk management while conforming to all applicable statutes and resolutions governing the investment of public funds.

The Orange County Investment Fund (OCIF), which includes all cash balances deposited into the Treasury, is designed to meet both the investment and cash requirements of our participants.

II. SCOPE

This Policy governs the investment of funds deposited into the County treasury. This Policy is more restrictive than State law in certain areas. Funds from bond proceeds may be invested in accordance with Government Code section 53601(m), which authorizes investment in accordance with the statutory provisions governing the issuance of the bonds, or to the extent not inconsistent therewith or if there are no specific statutory provisions, in accordance with the approved documents providing for the issuance.

1. Pooled Funds:

The County will maintain a pooled investment fund. The pooled fund's name is the Orange County Treasury Pool (OCTP). Government Code Sections 53600 *et seq*., 53630 *et seq*. and 27000.3 guide the investment requirements of the OCTP, and, if applicable, the OCTP may be a permitted investment for bond proceeds.

2. Specific Investment Accounts:

The County or a participant that deposits funds in the County treasury may request a specific investment account to invest funds pursuant to a specific investment objective. Such investments may include cash required for future long-term needs. All new specific investment accounts require the written approval of the County Investment Manager, as defined in Section IV (Investment Authority). If approved, the investments will be matched to the time-horizon for their future use or to an identified liability. The County or the governing body of any participating agencies will be required to sign a written agreement acknowledging that there may be risk to principal should they desire to redeem funds early.

In addition, no investment will be made in any security that at the time of the investment has a term remaining to maturity in excess of five years, unless the appropriate legislative body has granted express authority either specifically or as part of an investment program approved by that legislative body no less than three months prior to the investment.

III. PRUDENT INVESTOR STANDARD

The Board of Supervisors, as a fiduciary of public funds adheres to the "prudent investor" standard as stated in Government Code sections 27000.3 and 53600.3. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, the Board of Supervisors shall act with care, skill, prudence and diligence under the circumstances then prevailing, specifically including, but not limited to, the general economic conditions and the anticipated needs of the County and other depositors that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the County and the other depositors. Within the limitation of this section and considering individual investments as part of an overall investment strategy, investments may be acquired as authorized by law.

The Board of Supervisors and those delegated staff shall act in accordance with written procedures and the Policy, exercise due diligence, report in a timely fashion and implement appropriate controls to mitigate adverse developments.

IV. INVESTMENT AUTHORITY

The authority to invest the funds of the County and the funds of other depositors in the County Treasury rests with the Board of Supervisors. The Board may delegate its investment authority as it determines appropriate. Throughout this Policy, the "County Investment Manager" shall be defined as the County official or individual who is authorized by the Board to invest the funds of the County and the funds of other depositors in the County treasury.

V. OBJECTIVES

The primary investment objectives, presented in their absolute order of priority, are:

1. SAFETY

Safety of principal is the foremost investment objective. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital.

The County Investment Manager shall seek to preserve principal and minimize capital losses by mitigating credit risk and market risk as follows:

a) **Credit Risk:** Defined as an issuer's ability and willingness to repay interest and principal. Credit risk shall be mitigated by diversifying the fund among issues and issuers so that the failure of any one issue or issuer would not result in a significant loss of income or principal to participants.

b) **Market Risk:** Defined as the risk of market value fluctuations due to changes in the general level of interest rates. Because longer-term securities generally have greater market risk than shorter-term securities, market risk will be mitigated by establishing a maximum duration for OCTP. Occasional market losses on individual securities may occur with portfolio management and they must be considered within the context of the overall investment return.

2. LIQUIDITY

Liquidity refers to the ability to sell an investment at any moment with a minimal chance of principal loss. OCIF will maintain sufficient liquidity for the purpose of meeting all daily operating requirements based on reasonably anticipated cash flow needs.

3. YIELD

Yield refers to the objective of attaining a market rate of return commensurate with the risk profile and cash flow characteristics of the portfolio throughout budgetary and economic cycles. Although the County Investment Manager may employ certain indices to gauge the funds' rate of return, such indices shall be used solely for comparative purposes and do not constitute a warranty or guarantee of actual fund performance. The core investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. As noted in Government Code Section 53601.6, securities issued by, or backed by, the United States government can result in zero or negative interest accrual if held to maturity, in the event of, and for the duration of, a period of negative market interest rates.

MARK-TO-MARKET

The OCTP and Specific Investment Accounts investments are marked to market daily. The OCTP will attempt to maintain a $1.00 net asset value (NAV) to the extent reasonably possible and consistent with the Board of Supervisors' trust and fiduciary duty. If the ratio of the market value of OCTP divided by the book value of OCTP is less than $.9975, then the variance will be reported as well as any expected impact on the OCTP's ability to meet forecasted cash outflows. In addition, the County Investment Manager may decide to sell holdings as necessary to maintain the OCTP's NAV above $.9975. However, the OCTP $1.00 NAV is not guaranteed or insured by the Board of Supervisors nor is OCTP registered with the Securities Exchange Commission (SEC).

The County Investment Manager will provide the NAV of OCTP and each Specific Investment Account in the investment report.

VI. AUTHORIZED INVESTMENTS

The County is authorized to invest in specific types of securities as provided in the Government Code. Investments not specifically listed below are prohibited. All securities must be United States dollar denominated. All investment transactions must be executed through broker-dealers, banks, or counterparties authorized by the County Investment Manager. In addition, comprehensive due diligence must be conducted on all securities prior to investment, followed by at least an annual review to ensure that the investment's outlook remains favorable and has not deteriorated.

The OCTP and Specific Investment Accounts may invest in the following areas to the extent they are consistent with the investment objectives, do not violate the investment restrictions, and adhere to limitations specified in this section, and Sections VII and VIII.

1. U. S. TREASURY SECURITIES

United States Treasury bills, notes, bonds, or certificates of indebtedness, for which the full faith and credit of the United States are pledged for the payment of principal and interest.

2. U. S. GOVERNMENT AGENCY SECURITIES

Obligations, participations, or other instruments of, or issued by, a federal agency or a United States government-sponsored enterprise (GSE). There is no limit on the percentage of OCTP that can be invested in this category including no issuer limit.

3. COMMERCIAL PAPER

Commercial Paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a Nationally Recognized Statistical Rating Organization ("NRSRO"). The entity that issues the commercial paper shall meet either of the following conditions in paragraph (a) or paragraph (b):

a) Has total assets in excess of five hundred million dollars ($500,000,000), is organized and operating within the United States as a general corporation and has debt other than commercial paper, if any, that is rated "A" or higher by a NRSRO.

b) Is organized in the United States as a special purpose corporation, trust, or limited liability company, has program-wide credit enhancements including, but not limited to overcollateralization, letters of credit or a surety bond, and has commercial paper that is rated "A-1" or higher, or the equivalent, by an NRSRO.

4. NEGOTIABLE CERTIFICATES OF DEPOSIT

Negotiable certificates of deposit issued by a nationally or state-chartered bank, savings association, or a federal association (as defined by Section 5102 of the California Financial Code), or by a federally licensed or state-licensed branch of a foreign bank.

5. REPURCHASE AGREEMENTS

Investments in repurchase agreements for the purpose of this Policy means a purchase of securities by the County Investment Manager pursuant to an agreement by which the seller will repurchase the securities on or before a specified date and for a specified amount and will deliver the underlying securities to the County by book entry, physical delivery, or by third party custodial agreement. The term of a repurchase agreement shall not exceed one year and have capital of not less than $500,000,000. The term "securities," for the purpose of repurchase agreements, means securities of the same issuer, description, issue date and maturity.

To participate in repurchase agreements, a master repurchase agreement must be completed and signed by all parties involved. The County will maintain a signed copy of the agreement. Repurchase agreements are required to be collateralized by securities or cash.

Collateralization:

In order to anticipate market changes and provide a level of security for all repurchase agreement transactions, the market value of securities that underlie a repurchase agreement shall be valued at 102% or greater of the funds borrowed against those securities and the value shall be adjusted no less frequently than weekly. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall comply with the market value requirement if the value of the underlying securities is brought back up to 102% no later than the next business day.

Collateral will be limited to cash, and U.S. Treasury and U.S. Government Agency securities. For compliance purposes, U.S. Treasury and U.S. Government Agency collateral are exempt from the issuer limits as stated in Section VIII.1. Collateral will be held by an independent third party with whom the County Investment Manager has a current custodial agreement. A clearly marked evidence of ownership (safekeeping/custody receipt) must be supplied to the County and retained. No collateral substitutions may be made without prior approval of the County Investment Manager.

Agreements are subject to Government Code Section 53601 and must comply with the delivery requirements and the maturity provision from Section 53601.

6. BANKERS' ACCEPTANCES

Bankers' acceptances, also known as time drafts or bills of exchange that are drawn on and accepted by a commercial bank. Purchases of bankers' acceptances shall not exceed 180 days maturity.

7. MONEY MARKET MUTUAL FUNDS

Shares of beneficial interest issued by diversified management companies that are money market mutual funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 et seq.), which only invest in direct obligations in U.S. Treasury bills, notes, and bonds, U.S. Government Agencies, Municipal Debt, and repurchase agreements with a weighted average maturity of 60 days or less. Money Market Mutual Funds that do not maintain a constant Net Asset Value (NAV) are prohibited. Approved money market mutual funds shall meet either of the following criteria:

a) Attained the highest ranking or the highest letter and numerical rating provided by no less than two NRSROs.

b) Retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of $500,000,000.

c) Money market mutual funds will not exceed 20 percent of the agency's moneys. No more than 10 percent of the agency's moneys may be invested in shares of beneficial interest of any one mutual fund. For specific investment accounts, this constraint will apply to the agency's total balances in both OCTP and the specific investment account (s).

8. STATE POOL – LOCAL AGENCY INVESTMENT FUND

The County Investment Manager may invest in the Local Agency Investment Fund (LAIF) established by the State Treasurer under Government Code Section 16429.1. LAIF has no final stated maturity and will be reported as a one-day maturity.

9. MUNICIPAL DEBT

Such instruments are defined as being issued by a local or state agency, including:

a) Bonds issued by the local agency, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency or by a department, board, agency or authority of the local agency.

b) Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of a state.

c) Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.

10. MEDIUM-TERM NOTES

Medium-term notes are defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years, as limited by this policy. Medium-term notes must be issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.

11. INVESTMENT POOLS

Shares of beneficial interest issued by a joint powers authority organized pursuant to Government Code Section 6509.7, which invests in the securities and obligations as authorized under 53601 (a) to (o), inclusive, and that comply with the investment restrictions of Government Code Sections 53600 through 53610 and Section 53630. The County Investment Manager shall be required to investigate all local government investment pools prior to investing. The analysis shall include, but is not limited to, the following characteristics of a pool/fund as part of its investigation and review:

- Eligible securities
- Maximum maturity
- REPO collateral/counter-party
- Size of the pool/fund
- Limits on withdrawal/deposit
- Expense ratio

12. SUPRANATIONAL SECURITIES

Supranational securities are defined as United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity five years or less, and eligible for purchase and sale within the United States.

VII. INVESTMENT CREDIT RATING RESTRICTIONS

For OCTP and Specific Investment Accounts, credit ratings will be applied at the time of purchase of a security and monitored for changes while owned. A downgrade subsequent to purchase in a security's credit rating will not constitute a violation of the Policy. When a credit rating downgrade occurs which results in a rating below the minimum credit requirement, an analysis must be performed to evaluate the credit to determine whether to hold or sell the security. The credit ratings referenced in this policy must be assigned by one of the following NRSROs: Standard & Poor's Corporation (S&P), Moody's Investors Service, Inc. (Moody's) and Fitch Ratings (Fitch).

All investments, except those noted below in a) and b): 1) must have the minimum ratings required below by at least two NRSROs, and 2) the lowest rating of any NRSRO must meet or exceed the minimum rating required in the table below:

NRSRO	Short-Term	Long-Term
S&P	A-1	AA
Moody's	P-1/MIG 1/VMIG 1	Aa
Fitch	F-1	AA

If an issuer of Long-term debt has a Short-term debt rating, then the Long-Term rating may not be less than the minimum required Short-term debt ratings in the table above.

Any issuer, and all related entities, that have been placed on "Credit Watch-Negative" or downgraded by a NRSRO will be placed on hold and current holdings reviewed for possible sale unless the following criteria are met and are also approved in writing by the County Investment Manager prior to purchase:

The issuer has:

(a) an A-1+ or F1+ short-term rating; and

(b) at least an AA or Aa2 or higher long-term rating from each of the NRSROs that rate the issuer.

Exceptions to the Rating Policy above:

a) Municipal debt issued by the County of Orange, California (as defined in Section VI.9), U.S. Government obligations (as defined in Section VI.1 and VI.2) and State Pool (as defined in Section VI.8), are exempt from the credit rating requirements listed above.

b) Money Market Mutual funds satisfying the requirements of Section VI.7 and Investment Pools (as defined in Section VI.11) require the highest ranking or the highest letter and numerical rating provided by at least one NRSRO.

VIII. INVESTMENT TYPE, DIVERSIFICATION, MATURITY AND DURATION RESTRICTIONS

It is best practice to diversify the OCTP and Specific Investment Accounts. Investments diversification is required to minimize the risk of loss resulting from assets off a specific maturity, issuer or a specific class of securities. The diversification strategies shall be established by the County Investment Manager and periodically reviewed.

1. ISSUER CONCENTRATION

Only debt of issuers listed on the Approved Issuer List may be purchased. The following diversification limits will also apply at the time of purchase of a security.

Investment Type	California Government Code			The Policy		
	Investment Limit	Issuer Limit	Max Maturity	Investment Limit	Issuer Limit	Max Maturity
U.S. Treasury Securities	100%	None	5 Years	100%	None	5 Years
U.S. Government Agency Securities (GSE's)	100%	None	5 Years	100%	None	5 Years
Municipal Debt	100%	None	5 Years	20%	5% except OC at 10%	3 Years
Medium-Term Notes	30%	None	5 Years	20%	5%	5 Years
Bankers Acceptances	40%,	30%	180 Days	40%	5%	180 Days
Commercial Paper	40%,	10%	397 Days	40%	5%	397 Days
Negotiable Certificates of Deposits	30%	None	5 Years	20%	5%	18 months
State of California Local Agency Investment Fund	$75 million per account	N/A	N/A	$75 million per account	N/A	N/A
Repurchase Agreements	100%	None	1 Year	20%	10%	180 Days
Money Market Mutual Funds (MMMF)	20% of total agency funds	10% of total agency funds	N/A	20% (same)	10% (same)	N/A
Joint Power Authority Investment Pools (JPA)	100%	None	N/A	20%	10%	N/A
Supranationals	30%	None	5 Years	30%	5%	5 Years

2. MATURITY

a) The maximum maturity of any investment purchased will be five years with the exception of Specific Investment Accounts and any investment in the OCTP that is expressly authorized by the Board of Supervisors or the appropriate legislative body to be invested in longer than five-year maturities. The settlement date will be used as the date of purchase for measuring maturity limitations.

b) For calculating the weighted average maturity of the portfolio, the maturity of a variable-rate security will be considered its next interest rate reset date, if there is a reasonable expectation that the security will maintain an approximate value of par upon each adjustment of the security's interest rate at any time until final maturity.

3. DURATION

The OCTP shall have a maximum duration of 3 years. There are no duration requirements for the Specific Investment Accounts.

IX. PROHIBITED TRANSACTIONS

All permitted investments shall conform in all respects with this Policy and applicable provisions of the Government Code, as may be amended from time to time. Investments prohibited by the Government Code are not permitted.

The County Investment Manager must approve in writing as soon as possible any investment transactions that violates a credit risk criterion or an allocation limitation. Thereafter, action shall be taken by the County Investment Manager to correct such matter as soon as practical. If an investment is in compliance at the time of purchase, a subsequent violation resulting from a change in market values will not constitute a violation of that restriction.

1. The following transactions are prohibited:

a) Borrowing for investment purposes ("Leverage").

b) Reverse Repurchase Agreements, as defined by Government Code Section 53601(j)(3) and (j)(4).

c) Structured Notes (e.g. inverse floaters, leveraged floaters, structured certificates of deposit, equity-linked securities, event-linked securities). This includes all floating-rate, adjustable-rate or variable-rate securities in which a change in interest rates or other variables that can reasonably be foreseen to occur during their term would result in their market value not returning to par at the time of each interest rate adjustment.

Simple "floating rate notes," whose periodic coupon adjustment is based on a short-term (one-year or less) rate index (such as Treasury bills, federal funds, prime rate, or SOFR) and which have a reasonable expectation of maintaining a value of par at each interest rate adjustment through final maturity, are exempt from this definition. Additionally, U.S. Treasury and Agency zero coupon bonds or callable securities that otherwise meet the quality, maturity and percent limitations assigned to their respective security category, are exempt from this section.

d) Structured Investment Vehicles (SIV).

e) Derivatives (e.g., options, futures, swaps, swap options, spreads, straddles, caps, floors, collars).

f) Money Market Mutual Funds that do not maintain a constant Net Asset Value (NAV).

X. ETHICS AND CONFLICT OF INTEREST

The County Investment Manager and all persons involved in the investment process shall refrain from personal business activity, which could create a conflict with proper execution of the investment program, or which could impair the ability to execute impartial investment decisions. The County Investment Manager and investment personnel shall disclose to the applicable oversight body any material financial interests in financial institutions, broker dealers, and vendors ("Outside Entities") that conduct business with the County of Orange and shall disclose any material financial investment positions in such Outside Entities.

1. STATEMENT OF ECONOMIC INTEREST FORM 700

County officers, public officials and all designated employees must annually file a Form 700 (Statement of Economic Interests) in accordance with the County's Conflict-of-Interest Code.

2. COUNTY'S GIFT BAN ORDINANCE – SEC. 1-3-22 THE CODIFIED ORDINANCES, ORANGE COUNTY, CALIF.

The County's Gift Ban Ordinance prohibits the receipt of specified gifts to the County officers, public officials and "designated employees" from business entities and individuals that "do business with the County" as that term is defined in the Ordinance. Under the Ordinance, the term "designated employee" includes every employee of the County who is designated in the County's Conflict-of-Interest Code to file a Form 700 and every member of a board or commission under the jurisdiction of the Board of Supervisors required to file such a form. The County Investment Manager will review this list of "designated employees" periodically and submit any proposed changes to the Board of Supervisors for approval.

XI. AUTHORIZED BROKER/DEALERS AND FINANCIAL INSTITUTIONS

The County Investment Manager will maintain a list of broker/dealers and financial institutions authorized to provide investment and/or depository services and products. Any permitted investment, not purchased directly from an approved issuer, shall be purchased either from a "primary" or regional securities broker/dealer qualifying under SEC Rule 15c3-1(uniform net capital rule) and licensed by the state as a broker/dealer as defined in Section 25004 of the Corporations Code or a "well capitalized" national bank or Federal savings association as defined in Title 12 of the Code of Federal Regulations (CFR) Part 6.4 or a savings association or Federal association as defined by Section 5102 of the California Financial Code. To be eligible to receive local agency money, a bank, savings association, federal association or federally insured industrial loan company shall have received an overall rating of not less than "satisfactory" in its most recent evaluation by the appropriate federal financial supervisory agency of its record of meeting the credit needs of California's communities, including low- and moderate-income neighborhoods, pursuant to Section 2906 of Title 12 of the United States Code. Government Code sections 53601.5 and 53601.6 shall apply to all investments that are acquired pursuant to this section.

Broker/dealers must comply with the political contribution limitations contained in Rule G-37 of the Municipal Securities Rulemaking Board. Any broker, brokerage, dealer, or securities firm that contributed to the County Investment Manager, Treasurer, any member of the Board of Supervisors, or any candidate for those offices, within any consecutive 48-month period, are prohibited from selection onto the list of authorized security broker/dealers.

The County Investment Manager shall conduct an annual review of each broker/dealer and financial institution's financial condition and registrations to determine whether it should remain on the approved broker/dealer list for investment and/or depository services and require annual audited financial statements to be on file for each firm. The County Investment Manager shall strive to open an application period every two years for all new broker/dealers and financial institutions submitting a questionnaire or being reviewed if an existing broker/dealer to determine if they should be added to or removed from the approved broker/dealer list. This detailed questionnaire is required to be completed by broker/dealers and financial institutions seeking to provide investment services.

The County Investment Manager shall annually send a copy of the current Policy to all broker/dealers and financial institutions approved to provide investment services to the County, and they shall notify the County Investment Manager in writing of receipt and that they have received it.

XII. PERFORMANCE EVALUATION

The County Investment Manager shall either coordinate with the Treasurer, or submit its own investment report to the pool participants, the County Executive Officer, the Director of Internal Audit, the Auditor-Controller and the Board of Supervisors. The investment reports shall be issued no less frequently than within 45 days of the end of the quarter.

The investment report shall contain sufficient information to permit an informed outside reader to evaluate the performance of the investment program and shall include the type of investment, issuer, date of maturity, par and dollar amount invested on all securities, investments and moneys held, and shall additionally include a description of any of the funds, investments, or programs, that are under the management of contracted parties, including lending programs. With respect to securities held by the County Investment Manager, and under management any outside party that is not a local agency or LAIF, the report shall also include a current market value as of the date of the report and shall include the source of the valuation. The report shall also state compliance of the portfolio to the Policy, or the manner in which the portfolio is not in compliance. The investment report shall include a statement denoting the ability of the local agency to meet its pool expenditure requirements for the next six months, or an explanation as to why sufficient money shall, or may not be available.

The County Investment Manager shall provide financial information on investments for disclosure in the County's ACFR, in accordance with GASB Statements 31, 40, 72 and 84. In addition, the County Investment Manager shall either coordinate with the Treasurer, or submit its own report on monthly investment transactions to the Board of Supervisors.

XIII. SAFEKEEPING

All security transactions, including collateral for repurchase agreements, entered into by the County Investment Manager shall be conducted on a delivery-versus-payment (DVP) basis. All investments shall have the County of Orange and either the OCTP or the Specific Investment Account name as its registered owner except, if applicable, for municipal debt issued by the County of Orange through a private placement, in which case the name of the registered owner shall be determined by written agreement between the parties.

All securities shall be held by a third-party custodian designated by the Treasurer or applicable County officer (this does not apply to money market funds or investment pools). The third-

party custodian shall be required to issue a safekeeping statement to the Treasurer or applicable County officer listing the specific instrument, rate, maturity, and other pertinent information.

XIV. MAINTAINING THE PUBLIC TRUST

All participants in the investment process shall act as custodians of the public trust. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust.

XV. INTERNAL CONTROLS

The County Investment Manager shall establish a system of written internal controls, which will be reviewed annually with the County's independent (external) auditor. The controls shall be designed to prevent loss of public funds due to fraud, employee error, and misrepresentation by third parties, unanticipated market changes, or imprudent actions by employees of the County Investment Manager. All agreements, statements, and investment trade packets will be subject to review annually by auditors in conjunction with their audit. The County Investment Manager shall evaluate audit reports in a timely manner with any applicable oversight body. Daily compliance of the investment portfolio shall be performed by the applicable County department. Compliance will be determined on a fair market value basis. Except for emergencies or previous authorization by the County Investment Manager, all investment transactions are to be entered daily into the appropriate Investment Accounting System.

1. INVESTMENT PROCEDURES

The County Investment Manager shall develop and maintain written administrative procedures for the operation of the investment program that are consistent with this Policy. Procedures will include reference to safekeeping, Master Repurchase Agreements, wire transfer agreements, collateral and depository agreements, banking service contracts, and other investment and banking related activities. Such procedures shall include explicit delegation of authority to personnel responsible for investment transactions.

The County Investment Manager shall be responsible for all transactions undertaken and shall establish a system of controls to regulate investment related activities. No investment personnel may engage in an investment transaction except as provided under terms of this Policy and the procedures established by the County Investment Manager.

XVI. EARNINGS AND COSTS APPORTIONMENT

The County Investment Manager determines the interest earnings for the OCTP and then allocates them to each individual pool participant based upon their average daily balance.

Any authorized officer who invests, deposits or otherwise handles funds for public agencies for the purpose of earning interest or other income on such funds as permitted by law, may deduct from such interest or income, before distribution thereof, the actual administrative cost of such investing, depositing or handling of funds and of distribution of such interest or income, as authorized by Government Code Section 27013. Such cost reimbursement shall be paid into the county general fund. In addition, if applicable, the costs of compliance with Government Code section 27130, *et seq.* shall be included as an eligible administrative cost. The County Investment Manager shall annually prepare a proposed budget revenue estimate and estimated

basis fee charge of this investment administrative fee charged in accordance with Government Code Section 27013. The County Investment Manager must annually reconcile the estimated charges and actual costs incurred and adjust participant accounts accordingly.

Investment earnings, including any gains or losses, less the above estimated fee charge will be allocated to the pool participants on at least a quarterly basis. The applicable investment report will state the current estimated investment administrative fee charged to participants.

XVII. PERFORMANCE STANDARDS

The investment strategy is to manage the portfolios with less risk than a comparable benchmark index while using economies of scale to administer the program at a reasonable cost. The County Investment Manager shall determine whether market yields are achieved using the indices most comparable to the fund, such as money rate data published in Barron's, The Wall Street Journal, Bloomberg, the local government investment pool index or other bond fund indices. The standards enumerated herein do not constitute a guarantee of the fund's performance.

The County Investment Manager's investment strategy is to hold purchased securities until maturity. Changing economic conditions, interest rates, and credit quality may dictate a sale in advance to minimize market and credit risks or enhance yield. Such sales should consider the short- and long-term impact on the portfolio. The County Investment Manager must approve in advance the sale of all securities prior to maturity.

XVIII. INVESTMENT POLICY REVIEW

This Policy shall be reviewed on an annual basis by the County Investment Manager and any applicable oversight body. The Policy shall be submitted annually to the Board as a receive and file item as part of the County's Strategic Financial Plan. However, any changes to the Policy shall be presented for review and approval by the Board of Supervisors.

XIX. FINANCIAL REPORTING

All applicable investment reports and all investment compliance Audit Reports shall be provided to the Orange County Board of Supervisors, the County Executive Officer, the Chief Financial Officer, the Director of Internal Audit, the Auditor-Controller, any applicable oversight body, and the presiding judge of the Superior Court. All reports filed by the County Investment Manager shall, among other matters, state compliance of the portfolio with the Policy, or the manner in which the portfolio is not in compliance. A statement will also be filed by the denoting the ability of OCTP to meet its expenditure requirements for the next six months or provide an explanation of why sufficient money may not be available.

XX. LEGISLATIVE CHANGES

Any State of California law that further restricts allowable maturities, investment type, percentage allocations, or any other provision of this Policy will, upon effectiveness, be incorporated into this Policy and supersede any and all previous applicable language.

XXI. DISASTER RECOVERY PROGRAM

The Disaster Plan includes critical phone numbers and addresses of key treasury and investment personnel as well as currently approved bankers and broker/dealers. The Disaster Plan is distributed to key County and investment personnel. The plan provides for an offsite location to be communicated at the time of readiness if our offices are uninhabitable. In the event the County Investment Manager or authorized staff is unable to invest the portfolio, the Treasurer, or applicable County officer, has an agreement with the custodian for a daily sweep of uninvested cash with the custody bank into a money market mutual fund. Until normal operations of the County Investment Manager's office have been restored, the limitations on the size of an individual issuer and the percentage restrictions by investment type would be allowed to exceed those approved in this Policy and would be required to be reported to the Board of Supervisors and pool participants in a timely manner.

XXII. INVESTMENT POLICY GLOSSARY

This Glossary is for general reference purposes only and does not constitute an exhaustive or exclusive list of terms and definitions applicable to this Investment Policy. The definitions included herein do not modify any of the terms of this Investment Policy or applicable law.

ACCREDITED INVESTOR: Defined in the Code of Federal Regulations (CFR) 230.501 (a)(9) as any entity, including a government body that owns "investments", as defined in the CFR 270.2A51 - 1(b)(7)(i), such as cash and cash equivalents, for investment purposes under the Investment Company Act in excess of $5 million.

ACCRUED INTEREST: The amount of interest that is earned but unpaid since the last interest payment date.

ADJUSTABLE RATE NOTE: (See Floating Rate Note)

AGENCY SECURITIES: (See U.S. Government Agency Securities)

AMORTIZATION: The systematic reduction of the amount owed on a debt issue through periodic payments of principal.

AVERAGE LIFE: The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

ASKED PRICE: The price at which securities are offered from a seller.

ASSET BACKED SECURITIES (ABS): (See Receivable-Backed Securities)

BANKERS' ACCEPTANCE (BA): Negotiable money market instruments issued primarily to finance international trade. These are time drafts in which a bank "accepts" as its financial responsibility to pay the principal at maturity even if the importer does not. In essence, these are bank obligations collateralized by goods being shipped between an exporter and an importer.

BASIS POINT: When a yield is expressed as 7.32%, the digits to the right of the decimal point are known as basis points. One basis point equals 1/100 of one percent. Basis points are used more often to describe changes in yields on bonds, notes and other fixed-income securities.

BID PRICE: The price at which a buyer offers to buy a security.

BOOK ENTRY: The system, maintained by the Federal Reserve, by which most money market securities are "delivered" to an investor's custodian bank. The Federal Reserve maintains a computerized record of the ownership of these securities, and records any changes in ownership corresponding to payments made over the Federal Reserve wire (delivery versus payment). The owners of these securities do not receive physical certificates.

BOOK VALUE: The original cost of the investment, plus accrued interest and amortization of any premium or discount.

BROKER: A broker brings buyers and sellers together and is compensated for his/her service.

CALLABLE BONDS: Bonds that may be redeemed by the issuing company prior to the maturity date.

CALL PRICE: The price at which an issuer may redeem a bond prior to maturity. The price is usually at a slight premium to the bond's original issue price to compensate the holder for loss of income and ownership.

CALL RISK: The risk to a bondholder that a bond may be redeemed prior to maturity.

CAPITAL GAIN/LOSS: The profit or loss realized from the sale of a capital asset.

COUNTY INVESTMENT MANAGER: The County official or individual authorized by the Board of Supervisors to invest the funds of the County and the funds of other depositors in the County treasury.

CERTIFICATE OF DEPOSIT (CD or NCD): A deposit of funds at a bank for a specified period of time that earns interest at a specified rate. Commonly known as "CDs" or "negotiable CDs."

COLLATERAL: Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public moneys.

COMMERCIAL PAPER (CP): Short-term unsecured promissory notes issued by corporations for maturities of 397 days or less.

CONSUMER RECEIVABLE-BACKED BONDS: (See Receivable-Backed Securities)

CONVEXITY: A measure of a bond's price sensitivity to changing interest rates. A high convexity indicates greater sensitivity of a bond's price to interest rate changes.

CREDIT OUTLOOK: (See Rating Outlook)

CREDIT QUALITY: The measurement of the financial strength of a bond issuer. This measurement helps an investor to understand an issuer's ability to make timely interest payments and repay the loan principal upon maturity. Generally, the higher the credit quality of a bond issuer, the lower the interest rate paid by the issuer because the risk of default is lower. Credit quality ratings are provided by nationally recognized statistical rating organizations.

CREDIT RISK: The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

CREDIT WATCH: indicates that a company's credit is under review and credit ratings are subject to change.

*+ (positive) Credit is under review for possible upgrade.

*- (negative) Credit is under review for possible downgrade.

* Credit is under review, direction uncertain.

COUPON: The rate at which a bond pays interest.

CURRENT YIELD: The annual income from an investment divided by the current market value. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

CUSTODIAN: A bank or other financial institution that keeps custody of stock certificates and other assets.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for

his own account.

DELIVERY VERSUS PAYMENT (DVP): Delivery of securities with a simultaneous exchange of money for the securities.

DERIVATIVE: A security whose interest rate of principal amount may vary and are determined by a market index or a combination of market indexes.

DISCOUNT: The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as Treasury bills and bankers acceptances, are known as discount securities. They sell at a discount from par, and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons, trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

DIVERSIFICATION: An investment principle designed to spread the risk in a portfolio by dividing investments among different sectors, industries and companies.

DOLLAR-WEIGHTED AVERAGE MATURITY: A calculation that expresses the "average maturity" of an investment portfolio using each investment's maturity weighted by the size of that investment.

DURATION: A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

FEDERAL FUNDS RATE: Interest rate charged by banks with excess reserves at a Federal Reserve district bank to banks needing overnight loans to meet reserve requirements. A target rate is set by the FOMC.

FEDERAL OPEN MARKET COMMITTEE (FOMC): This committee sets Federal Reserve guidelines regarding purchases and sales of government securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: A U.S. centralized banking system, which has supervisory powers over the 12 Federal Reserve banks and about 6,000 member banks.

FITCH, INC: (see Nationally Recognized Statistical Rating Organization)

FIXED-INCOME SECURITIES: Securities that return a fixed income over a specified period.

FLOATING RATE NOTE: A debt security whose interest rate is reset periodically (monthly, quarterly, annually) and is based on a market index (e.g. Treasury bills, Secured Overnight Financing Rate (SOFR), etc.).

INTEREST: The amount earned while owning a debt security, generally calculated as a percentage of the principal amount.

INTERNAL CONTROLS: An internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management.

INVESTMENT COMPANY ACT OF 1940: Federal legislation which sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

LIQUIDITY: The speed and ease with which an investment can be converted to cash.

LOCAL AGENCY: County, city, city and county, including a chartered city or county, school district, community college district, public district, county board of education, county superintendent of schools, or any public or municipal corporation.

MARK-TO-MARKET: The market valuation for every security in a portfolio used in determining Net Asset Value (NAV).

MARKET RISK: The risk that changes in overall market conditions or interest rate may adversely affect current market prices.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract between the parties of a repurchase agreement establishing each party's rights in all current and future transactions until termination of the contract by either party.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MEDIUM TERM NOTES (MTN): Debt securities issued by a corporation or depository institution with a maturity ranging from nine months to five years. The term "medium-term note" refers to the time it takes for an obligation to mature, and includes other corporate debt securities originally issued for maturities longer than five years, but which have now fallen within the five- year maturity range. MTNs issued by banks are also called "bank notes."

MONEY MARKET: The market in which short-term debt instruments (Treasury bills, discount notes, commercial paper, bankers acceptances, etc.) are issued and traded.

MONEY MARKET MUTUAL FUNDS: An investment company that pools money from investors and invest in a variety of short-term money market instruments

MOODY'S INVESTORS SERVICE, INC: (See Nationally Recognized Rating Services)

MUNICIPAL DEBT: Bonds, notes and other securities issued by a state, municipality or county.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO): Firms that review the creditworthiness of the issuers of debt securities, and express their opinion in the form of letter ratings (e.g. AAA, AA, A, BBB, etc.). The primary rating agencies are the following: Standard & Poor's Corporation; Moody's Investor Services, Inc.; and Fitch, Inc.

NEGOTIABLE CD: (See Certificates of Deposit)

NET ASSET VALUE (NAV): A per-share valuation of a mutual fund based on total assets minus total liabilities.

NON-CALLABLE: Bond that cannot be called at the option of the issuer.

OFFER PRICE: The price asked by a seller of securities.

PAR or PAR VALUE: The amount of principal that must be paid at maturity. Also referred to as the face amount of a bond, normally quoted in $1,000 increments per bond.

PHYSICAL DELIVERY: The delivery of an investment to a custodian bank in the form of a physical certificate and/or supporting documents evidencing the investment (as opposed to "book entry" delivery).

PORTFOLIO: A group of securities held by an individual or institutional investor.

PREMIUM: The difference between the par value of a bond and the market value of the bond, when the market value is above par.

PRICE RISK: The risk that the price of a bond sold prior to maturity will be less than the price at which the bond was originally purchased.

PRIMARY DEALER: Banks and securities brokerages authorized to buy and sell government securities in direct dealings with the Federal Reserve Bank of New York in its execution of Federal Open Market Operations.

PRIME RATE: The base rate that banks use in pricing commercial loans to their best and most creditworthy customers.

PRINCIPAL: The face value or par value of an investment.

PROSPECTUS: A legal document that must be provided to any prospective purchaser of a new securities offering registered with the SEC. This can include information of the issuer, the issuer's business, the proposed use of proceeds, the experience of the issuer's management, and certain certified financial statements.

QUALIFIED INSTITUTIONAL BUYER (QIB): Defined in CFR Section 230.144A as a class of investors that can be conclusively assumed to be sophisticated and in little need of the protection afforded by the Securities Act's registration provisions. They must own and invest on a discretionary basis at least $100 million in securities of issuers that are not affiliated with the QIB to qualify for qualified institutional buyer status. This includes any institutional investors included in the accredited investor definition, provided they satisfy the $100 million threshold.

RATING OUTLOOK: The potential direction of the credit rating assigned by a NRSRO for a specific company.

REINVESTMENT RISK: The risk that coupon payments (or other payments received) cannot be reinvested at the same rate as the initial investment.

RECEIVABLE-BACKED SECURITIES: Securities collateralized with consumer receivables, such as automobile loans, credit card receivables, or home equity loans, which are owned by the issuer, but placed with a trustee for the benefit of the investor.

RECEIVABLE PASS-THROUGH CERTIFICATE: A debt obligation that is backed by a portfolio of receivables, normally issued by a bank or financial institution. The interest and principal of the obligation is paid out of the cash flow generated by the receivables portfolio.

REFUNDED BOND: A bond secured by an escrow fund that is sufficient to pay off the entire issue of bonds at the next call date (pre-funded) or maturity (escrowed to maturity).

REGISTERED STATE WARRANT: A short-term obligation of a state governmental body issued in anticipation of revenue.

REPURCHASE AGREEMENT (REPO): The purchase of securities, on a temporary basis, with the seller's simultaneous agreement to repurchase the securities back at a later date at a specified price that includes interest for the buyer's holding period.

RULE 2a-7 OF THE INVESTMENT COMPANY ACT: Applies to all money market mutual funds and mandates such funds to maintain certain standards.

RULE G-37 OF THE MUNICIPAL SECURITIES RULEMAKING BOARD: Federal regulations to sever any connection between the making of political contributions and the awarding of municipal securities business.

SAFEKEEPING: Storage and protection of a customer's financial assets, valuables, or documents, provided as a service by an institution serving as Agent or Custodian and, where control is delegated by the customer.

SECURITIES & EXCHANGE COMMISSION (SEC): The federal agency responsible for supervising and regulating the securities industry.

SINKING FUND: Money accumulated on a regular basis in a separate custodial account that is used to redeem debt securities or preferred stock issues.

STANDARD & POOR'S CORPORATION: (See Nationally Recognized Rating Services)

STRUCTURED INVESTMENT VEHICLE (SIV): A pool of investment assets that attempts to profit from credit spreads between short-term debt and long-term structured finance products such as asset-backed securities (ABS). Funding for SIVs comes from the issuance of commercial paper that is continuously renewed or rolled over; the proceeds are then invested in longer maturity assets that have less liquidity but pay higher yields. SIVs often employ great amounts of leverage to generate returns.

SUPRANATIONAL: An entity that is formed by two or more central governments with the purpose of promoting economic development for the member countries. Examples include the International Bank for Reconstruction and Development, International Finance Corporation, and the Inter-American Development Bank.

THIRD-PARTY CUSTODIAL AGREEMENT: (See Custodian)

TOTAL RETURN: The sum of all investment income plus changes in the capital value of the portfolio. For mutual funds, return on an investment is composed of share price appreciation plus any realized dividends or capital gains. This is calculated by taking the following components during a certain time period.

(Price appreciation) + (Dividends paid) + (Capital gains) = Total Return

TRADE DATE: The date and time corresponding to an investor's commitment to buy or sell a security.

U. S. GOVERNMENT AGENCY SECURITIES: Debt securities issued by U.S. Government sponsored enterprises and federally related institutions. These government agencies include: Federal Home Loan Banks (FHLB), Federal Home Loan Mortgage Corporation (FHLMC or Freddie Mac), Federal National Mortgage Association (FNMA or Fannie Mae), Federal Farm Credit Banks (FFCB) and Tennessee Valley Authority (TVA).

U.S. TREASURY SECURITIES: Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk, and are the benchmark for interest rates on all other securities in the U.S. and overseas. The Treasury i ssues both discounted securities and fixed coupon notes and bonds.

Treasury bills: non-interest-bearing discount securities with maturities under one year issued by the U.S. Treasury to finance the national debt.

Treasury notes: interest-bearing obligations of the U.S. Treasury with maturities ranging from two to ten years from date of issue.

Treasury bonds: interest-bearing obligations issued by the U.S. Treasury with maturities that range from ten to thirty years from date of issue.

UNIFORM NET CAPITAL RULE: SEC Rule 15C3-1 outlining capital requirements for broker/dealers.

VARIABLE RATE NOTE: (See Floating Rate Note)

VOLATILITY: A degree of fluctuation in the price and valuation of securities.

WEIGHTED AVERAGE MATURITY (WAM): The average maturity of all the securities that comprise a portfolio. According to SEC rule 2a-7, the WAM for SEC registered money market mutual funds may not exceed 60 days and no one security may have a maturity that exceeds 397 days.

WHEN ISSUED (WI): A conditional transaction in which an authorized new security has not been issued. All "when issued" transactions are settled when the actual security is issued.

YIELD: The annual rate of return on a debt investment computed as though held to maturity expressed as a percentage.

YIELD TO CALL (YTC): The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date.

YIELD TO MATURITY (YTM): The rate of return earned on an investment considering all cash flows and timing factors: interest earnings, discounts, and premiums above par.

ZERO-COUPON BONDS/U.S. TREASURY STRIPS: A bond which represents ownership of a single coupon or principal payment due on a U.S. Treasury bond. Zeros or strips mature at face value at a specified date in the future and make no payments until that date. They always sell at a discount from face value.

Budget Adjustment Detail

Attachment B

Budget Control Name	Fund	Dept Code	Budget Control	Budget Unit	Rev Source	Object	Balance Sheet Acct	Dept Rev Source	Dept Obj Code	Dept Bal Sheet Code	Appropriations	Revenue
Investment Function Reorganization to CEO's Office												
Treasurer-Tax Collector	100	074	074	0748100		0101					(165,952)	
Treasurer-Tax Collector	100	074	074	0748100		0200					(64,707)	
Treasurer-Tax Collector	100	074	074	0748100		0205					1,924	
Treasurer-Tax Collector	100	074	074	0748100		0206					(1,494)	
Treasurer-Tax Collector	100	074	074	0748100		0207					(1,487)	
Treasurer-Tax Collector	100	074	074	0748100		0301					(213)	
Treasurer-Tax Collector	100	074	074	0748100		0305					(453)	
Treasurer-Tax Collector	100	074	074	0748100		0306					(20,198)	
Treasurer-Tax Collector	100	074	074	0748100		0308					(1,826)	
Treasurer-Tax Collector	100	074	074	0748100		0309					(110)	
Treasurer-Tax Collector	100	074	074	0748100		0310					(40)	
Treasurer-Tax Collector	100	074	074	0748100		0319					40	
Treasurer-Tax Collector	100	074	074	0748100		0352					(4,451)	
Treasurer-Tax Collector	100	074	074	0748100		0401					(2,352)	
Treasurer-Tax Collector	100	074	074	0748100		0403					(1,424)	
Treasurer-Tax Collector	100	074	074	0748100		0450					14,147	
Treasurer-Tax Collector	100	074	074	0748100		0740					(1,206)	
Treasurer-Tax Collector	100	074	074	0748100		0742					(1,630)	
Treasurer-Tax Collector	100	074	074	0748100		1402					(405)	
Treasurer-Tax Collector	100	074	074	0748100		1600					(910)	
Treasurer-Tax Collector	100	074	074	0748100		1800					1,500	
Treasurer-Tax Collector	100	074	074	0748100		1802					(500)	
Treasurer-Tax Collector	100	074	074	0748100		1900					(204,390)	
Treasurer-Tax Collector	100	074	074	0748100		1940					(52,503)	
Treasurer-Tax Collector	100	074	074	0748100		2143					(32,800)	
Treasurer-Tax Collector	100	074	074	0748100		2400					124	
Treasurer-Tax Collector	100	074	074	0748100		2600					(3,045)	
Treasurer-Tax Collector	100	074	074	0748100		2601					125	
Treasurer-Tax Collector	100	074	074	0748100		2602					18	
Treasurer-Tax Collector	100	074	074	0748100		2700					(1,000)	
Treasurer-Tax Collector	100	074	074	0748100		2890					0	
Treasurer-Tax Collector	100	074	074	0748100		3200					(35,956)	
Treasurer-Tax Collector	100	074	074	0748100		3256					(118,633)	
Treasurer-Tax Collector	100	074	074	0748100		3300					(45,881)	
Treasurer-Tax Collector	100	074	074	0748100		3356					13,288	
Treasurer-Tax Collector	100	074	074	0748100		7590						(732,399)
Treasurer-Tax Collector	100	074	074	0748200		0101					(97,353)	
Treasurer-Tax Collector	100	074	074	0748200		0103					2,268	

Budget Adjustment Detail

Budget Control Name	Fund	Dept Code	Budget Control	Budget Unit	Rev Source	Object	Balance Sheet Acct	Dept Rev Source	Dept Obj Code	Dept Bal Sheet Code	Appropriations	Revenue
Investment Function Reorganization to CEO's Office												
Treasurer-Tax Collector	100	074	074	0748200		0105					(9,506)	
Treasurer-Tax Collector	100	074	074	0748200		0200					(33,720)	
Treasurer-Tax Collector	100	074	074	0748200		0205					(1,753)	
Treasurer-Tax Collector	100	074	074	0748200		0206					(873)	
Treasurer-Tax Collector	100	074	074	0748200		0207					(1,632)	
Treasurer-Tax Collector	100	074	074	0748200		0301					(274)	
Treasurer-Tax Collector	100	074	074	0748200		0305					(54)	
Treasurer-Tax Collector	100	074	074	0748200		0306					(23,471)	
Treasurer-Tax Collector	100	074	074	0748200		0308					(755)	
Treasurer-Tax Collector	100	074	074	0748200		0309					(38)	
Treasurer-Tax Collector	100	074	074	0748200		0310					(16)	
Treasurer-Tax Collector	100	074	074	0748200		0319					(535)	
Treasurer-Tax Collector	100	074	074	0748200		0352					(6,178)	
Treasurer-Tax Collector	100	074	074	0748200		0401					(1,400)	
Treasurer-Tax Collector	100	074	074	0748200		0403					1,384	
Treasurer-Tax Collector	100	074	074	0748200		0450					26,964	
Treasurer-Tax Collector	100	074	074	0748200		0740					(341)	
Treasurer-Tax Collector	100	074	074	0748200		0742					61	
Treasurer-Tax Collector	100	074	074	0748200		1340					(46,889)	
Treasurer-Tax Collector	100	074	074	0748200		1402					2,229	
Treasurer-Tax Collector	100	074	074	0748200		1600					(110)	
Treasurer-Tax Collector	100	074	074	0748200		1800					(482)	
Treasurer-Tax Collector	100	074	074	0748200		1840					(2,097)	
Treasurer-Tax Collector	100	074	074	0748200		1900					(471,645)	
Treasurer-Tax Collector	100	074	074	0748200		1940					16,811	
Treasurer-Tax Collector	100	074	074	0748200		2400					(8,204)	
Treasurer-Tax Collector	100	074	074	0748200		2600					(6,852)	
Treasurer-Tax Collector	100	074	074	0748200		2602					74	
Treasurer-Tax Collector	100	074	074	0748200		3200					(51,366)	
Treasurer-Tax Collector	100	074	074	0748200		3300					(15,168)	
Treasurer-Tax Collector	100	074	074	0748200		7590						(730,920)
County Executive Office	100	017	017	0175540		0101					263,305	
County Executive Office	100	017	017	0175540		0103					(2,268)	
County Executive Office	100	017	017	0175540		0105					9,506	
County Executive Office	100	017	017	0175540		0200					98,426	
County Executive Office	100	017	017	0175540		0205					(171)	
County Executive Office	100	017	017	0175540		0206					2,368	
County Executive Office	100	017	017	0175540		0207					3,118	

Budget Adjustment Detail

Attachment B

Budget Control Name	Fund	Dept Code	Budget Control	Budget Unit	Rev Source	Object	Balance Sheet Acct	Dept Rev Source	Dept Obj Code	Dept Bal Sheet Code	Appropriations	Revenue
Investment Function Reorganization to CEO's Office												
County Executive Office	100	017	017	0175540		0301					487	
County Executive Office	100	017	017	0175540		0305					507	
County Executive Office	100	017	017	0175540		0306					43,669	
County Executive Office	100	017	017	0175540		0308					2,581	
County Executive Office	100	017	017	0175540		0309					148	
County Executive Office	100	017	017	0175540		0310					57	
County Executive Office	100	017	017	0175540		0319					495	
County Executive Office	100	017	017	0175540		0352					10,629	
County Executive Office	100	017	017	0175540		0401					3,752	
County Executive Office	100	017	017	0175540		0403					40	
County Executive Office	100	017	017	0175540		0450					(41,110)	
County Executive Office	100	017	017	0175540		0740					1,547	
County Executive Office	100	017	017	0175540		0742					1,569	
County Executive Office	100	017	017	0175540		1340					46,889	
County Executive Office	100	017	017	0175540		1402					(1,824)	
County Executive Office	100	017	017	0175540		1600					1,020	
County Executive Office	100	017	017	0175540		1800					(1,018)	
County Executive Office	100	017	017	0175540		1802					500	
County Executive Office	100	017	017	0175540		1840					2,097	
County Executive Office	100	017	017	0175540		1900					676,035	
County Executive Office	100	017	017	0175540		1940					35,691	
County Executive Office	100	017	017	0175540		2143					32,800	
County Executive Office	100	017	017	0175540		2400					8,080	
County Executive Office	100	017	017	0175540		2600					9,897	
County Executive Office	100	017	017	0175540		2601					(125)	
County Executive Office	100	017	017	0175540		2602					(91)	
County Executive Office	100	017	017	0175540		2700					1,000	
County Executive Office	100	017	017	0175540		3200					87,322	
County Executive Office	100	017	017	0175540		3256					118,633	
County Executive Office	100	017	017	0175540		3300					61,049	
County Executive Office	100	017	017	0175540		3356					(13,288)	
County Executive Office	100	017	017	0175540		7590					0	1,463,319
Investment Function Reorganization to CEO's Office											**0**	**0**

GOVERNMENT CODE - GOV

TITLE 3. GOVERNMENT OF COUNTIES [23000 - 33205] *(Title 3 added by Stats. 1947, Ch. 424.)*

DIVISION 2. OFFICERS [24000 - 28085] *(Division 2 added by Stats. 1947, Ch. 424.)*

PART 3. OTHER OFFICERS [26500 - 27773] *(Part 3 added by Stats. 1947, Ch. 424.)*

CHAPTER 5. County Treasurer [27000 - 27137] *(Chapter 5 added by Stats. 1947, Ch. 424.)*

ARTICLE 1. Duties Generally [27000 - 27013] *(Article 1 added by Stats. 1947, Ch. 424.)*

27000.1. Subject to Section 53607, the board of supervisors may, by ordinance, delegate to the county treasurer the authority to invest or reinvest the funds of the county and the funds of other depositors in the county treasury, pursuant to Chapter 4 (commencing with Section 53600) of Part 1 of Division 2 of Title 5. The county treasurer shall thereafter assume full responsibility for those transactions until the board of supervisors either revokes its delegation of authority, by ordinance, or decides not to renew the annual delegation, as provided in Section 53607. Nothing in this section shall limit the county treasurer's authority pursuant to Section 53635 or 53684.

(Amended by Stats. 1996, Ch. 749, Sec. 1. Effective January 1, 1997.)

GOVERNMENT CODE - GOV

TITLE 5. LOCAL AGENCIES [50001 - 57607] *(Title 5 added by Stats. 1949, Ch. 81.)*

DIVISION 2. CITIES, COUNTIES, AND OTHER AGENCIES [53000 - 55821] *(Division 2 added by Stats. 1949, Ch. 81.)*

PART 1. POWERS AND DUTIES COMMON TO CITIES, COUNTIES, AND OTHER AGENCIES [53000 - 54999.7] *(Part 1 added by Stats. 1949, Ch. 81.)*

CHAPTER 4. Financial Affairs [53600 - 53997] *(Chapter 4 added by Stats. 1949, Ch. 81.)*

ARTICLE 1. Investment of Surplus [53600 - 53610] *(Article 1 added by Stats. 1949, Ch. 81.)*

53607. The authority of the legislative body to invest or to reinvest funds of a local agency, or to sell or exchange securities so purchased, may be delegated for a one-year period by the legislative body to the treasurer of the local agency, who shall thereafter assume full responsibility for those transactions until the delegation of authority is revoked or expires, and shall make a monthly report of those transactions to the legislative body. Subject to review, the legislative body may renew the delegation of authority pursuant to this section each year.

(Amended by Stats. 1996, Ch. 749, Sec. 6. Effective January 1, 1997.)

Docusign Envelope ID: 2E274A90-9655-4325-9E0C-86824B8968B8

County Executive Office

Memorandum

RECEIVED
2026 APR -9 PM 4:21
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

April 9, 2026

To: Clerk of the Board of Supervisors

From: Michelle Aguirre, County Executive Officer

Signed by: Michelle Aguirre
1B08898A0E6A4FA...

Subject: Supplemental Request According to Board Rule 21

S43M

The County Executive Office is requesting a Supplemental Agenda Staff Report for the April 14, 2026, Board Hearing.

Agency: County Executive Office
Subject: Approve 2026 State Budget Request Priorities
Districts: All Districts

Reason Item is Supplemental: The California Legislature has been holding informational budget committee hearings to discuss implementation and budget requirements for H.R. 1. The most significant changes to Medi-Cal and CalFresh eligibility rules took effect on April 1, 2026. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Justification: Approval of the 2026 State Budget Request Priorities will authorize staff to work with the County's contract lobbyists and statewide trade associations to advocate before the Orange County Legislative Delegation, members of the State Senate and Assembly Budget Committees, the Assembly Speaker and Senate President pro Tempore, and Governor Newsom for critical state budget allocations to continue funding County-mandated safety net services for the County's most vulnerable residents, including thousands of children, seniors, and low-income, working age disabled adults.

Concur: Doug Chaffee

Doug Chaffee, Chair of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel

Docusign Envelope ID: 2E274A90-9655-4325-9E0C-86824B8968B8

Agenda Item S43M
Clerk's Use Only

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

RECEIVED
2026 APR -9 PM 1:21
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

MEETING DATE:	04/14/2026
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	County Executive Office
DEPARTMENT HEAD REVIEW:	Signed by: Michelle Aguirre 1B08898A0E6A4FA... *Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Jonathon Bertran-Harris (714) 834-6234 Peter DeMarco (714) 834-5777

SUBJECT: Approve 2026 State Budget Request Priorities

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
Signed by: Michelle Aguirre 1B08898A0E6A4FA... *CEO Signature*	No Legal Objection Signed by: Nicole Walsh 0400B8F43302480... *County Counsel Signature*	Discussion 3 Votes Board Majority

Budgeted: N/A **Current Year Cost:** N/A **Annual Cost:** N/A

Staffing Impact: N/A **# of Positions:** N/A **Sole Source:** N/A

Current Fiscal Year Revenue: N/A

Funding Source: N/A **County Audit in last 3 years** N/A

Levine Act Review Completed: N/A

Prior Board Action: N/A

RECOMMENDED ACTION(S)

Approve 2026 State Budget Request Priorities list, and direct staff to work with the County's contract lobbyists and statewide trade associations, to advocate for critical state budget funding.

SUMMARY:

Approval of the 2026 State Budget Request Priorities will authorize staff to work with the County's contract lobbyists and statewide trade associations to advocate before the Orange County Legislative Delegation, members of the State Senate and Assembly Budget Committees, the Assembly Speaker and Senate President pro Tempore, and Governor Newsom for critical state budget allocations to continue funding County-mandated safety net services for the County's most vulnerable residents, including thousands of children, seniors, and low-income, working age disabled adults.

Docusign Envelope ID: 2E274A90-9655-4325-9E0C-86824B8968B8

BACKGROUND INFORMATION:

Like other counties, Orange County anticipates a "perfect storm" of fiscal strain in 2026, driven by slowing revenues, inflationary cost pressures, unfunded state mandates, Proposition 36 implementation, redirection of safety net program funds to implement the CARE Act and the Proposition 1 Behavioral Health Services Act, and the new eligibility requirements from H.R. 1.

According to the Urban Counties of California (UCC), *"Even prior to the passage of H.R. 1, many urban counties faced growing fiscal strain driven by slowing revenues, inflationary cost pressures, unfunded state mandates, and the impending cost of legal liabilities. Roughly half of UCC counties report 2025–26 deficits, and most expect program reductions in 2026–27. Early county analyses estimate H.R. 1 will reduce urban county budgets by $1.1 billion to $2.2 billion in 2026–27 alone, growing to over $6 billion statewide by 2030."*

H.R. 1 was signed into law in 2025, and will cost counties hundreds of millions of dollars. The most significant changes to Medi-Cal and CalFresh eligibility rules took effect on April 1, 2026. The new rules include additional eligibility requirements, reduced benefits or potential ineligibility for certain populations. Both current recipients and future applicants will be impacted by these changes.

In Orange County, nearly 850,000 residents are Medi-Cal beneficiaries, and nearly 300,000 (about 1 in 10) residents receive CalFresh benefits. This includes thousands of children, seniors, and low-income, working age disabled adults. H.R. 1 puts nearly 1 million vulnerable Orange County residents at elevated risk of losing their health care coverage and access to the critical safety net services they depend on: food assistance, behavioral health, substance use treatment, public health services, employment training assistance, and homelessness prevention, among others.

Because these new requirements will impact funding for other critical services provided by the County, staff recommends approving the attached list of nine state budget requests as its most urgent funding priorities in 2026. Eight budget requests align with a statewide coalition strategy led by the California State Association of Counties (CSAC) and Urban Counties of California (UCC) for all California counties. The remaining request seeks relief on Airport Fire suppression costs to Orange County.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – 2026 State Budget Request Priorities

Orange County 2026 State Budget Priorities

Overview

Like other counties, Orange County anticipates a "perfect storm" of fiscal strain in 2026, driven by slowing revenues, inflationary cost pressures, unfunded state mandates, Proposition 36 implementation, and redirection of safety net program funds to implement the CARE Act and the Proposition 1 Behavioral Health Services Act.

H.R. 1 was signed into law last year and will cost counties hundreds of millions of dollars. The most significant changes to Medi-Cal and CalFresh eligibility rules took effect on April 1, 2026. The new rules include additional eligibility requirements, reduced benefits or potential ineligibility for certain populations. Both current recipients and future applicants will be impacted by these changes.

In Orange County, nearly 850,000 residents are Medi-Cal beneficiaries, and nearly 300,000 (about 1 in 10) residents receive CalFresh benefits. This includes thousands of children, seniors, and low-income, working age disabled adults. H.R. 1 puts nearly 1 million vulnerable Orange County residents at elevated risk of losing their health care coverage and access to the critical safety net services they depend on: food assistance, behavioral health, substance use treatment, public health services, employment training assistance, and homelessness prevention, among others.

The Orange County Board of Supervisors has designated the following nine state budget requests as its most urgent funding priorities in 2026 to mitigate the immediate "perfect storm" impacts on our residents.

2026 State Budget Request Priorities

H.R. 1 Budget Request: County Eligibility Workforce Administration

- Support the request from Urban Counties of California (UCC) for $230 million in 2026-27, and $305 million in 2027-28 for training to support Medi-Cal beneficiaries.
- Support UCC's request for $9.3 million in 2025-26, $102 million in 2026-27, and $57.9 million in 2027-28 to support CalFresh training requirements.

H.R. 1 Budget Request: County Indigent Care Program

- Support UCC's request for at least $700 million in 2026-27, $2.3 billion in 2027-28, and additional-likely increased-support in future years as indigent health care service demands adjust.
- Support UCC's request for an additional $92.2 million for local health departments.

Peter DeMarco
Director, CEO Legislative Affairs

Peter.DeMarco@ceo.oc.gov
(714) 834-5777

Orange County 2026 State Budget Priorities

H.R. 1 Budget Request: County Behavioral Health

- Support UCC's request for $224 million in 2026-27 and $828 million in 2027-28.

Proposition 36 Budget Request

- Support the $400 million request from Senators Blakespear, Rubio, and Umberg and Assemblymember Nguyen for Proposition 36 implementation of recovery support services and substance use treatment.
- Support the $110 million request from Assemblymember Krell for pre-trial diversion and behavioral health rehabilitative services.

Homeless Housing Assistance Prevention (HHAP) Budget Request

- Support the request from CSAC and UCC for HHAP Round 7 funding of $500 million for 2026-27, an additional $500 million in the current fiscal year, and $1 billion ongoing annually. These funds will help residents find stable housing and prevent more people from becoming homeless.

In Home Support Services (IHSS) Budget Request

- Oppose the Governor's proposal to eliminate the state's share of cost growth for In-Home Supportive Services (IHSS) hours and shift $233.6 million in costs to counties.

Workforce and Affordable Housing Budget Request

- Support the proposed 2026 Affordable Housing Bond for $10 billion.
- Include funding eligibility in the Housing Bond for the Local Housing Trust Fund (LHTF) and the California Housing Accelerator program.

Veterans Services Budget Request

- Support budget language authorizing the California Department of Veterans Affairs to expend funds from the Southern California Veterans Cemetery Master Development Fund for at least the first stage of project development (Preliminary Plans), and potentially the second stage (Working Drawings).
- Support budget request from Riverside County for $30 million for County Veterans Services Offices (CVSOs.)

Airport Fire Budget Request

- Request the California Department of Forestry & Fire Protection (CalFire) to dismiss its litigation against the County for $31.7 million for fire suppression costs.

Peter DeMarco
Director, CEO Legislative Affairs

Peter.DeMarco@ceo.oc.gov
(714) 834-5777

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE
400 West Civic Center Drive, Suite 202
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.oc.gov

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS-3
April 14, 2026

MEMORANDUM

April 8, 2026

RECEIVED
2026 APR -8 PM 3:06
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

TO: Robin Stieler, Clerk of the Board of Supervisors

FROM: Leon J. Page, County Counsel

SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session on Tuesday, April 14, 2026, to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

> "CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1).
> Name of Case: *Mohammed Abuershaid v. County of Orange,* Orange County Superior Court Case No. 30-2022-01241335-CU-OE-CJC.
>
> RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

Leon Page

LJP:vl

cc: Members of the Board of Supervisors
Michelle Aguirre, CEO

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE
400 West Civic Center Drive, Suite 202
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.oc.gov

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS- 4
April 14, 2026

MEMORANDUM

April 8, 2026

RECEIVED
2026 APR -8 PM 3:56
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

TO: Robin Stieler, Clerk of the Board of Supervisors

FROM: Leon J. Page, County Counsel

SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session on Tuesday, April 14, 2026, to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

> "CONFERENCE WITH LEGAL COUNSEL --
> EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1).
> Name of Case: *Jose Adan Hernandez Cisneros, et al. v. County of Orange, et al.*, Orange County Superior Court Case No. 30-2024-01416672-CU-PA-CJC.
>
> RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

Leon Page

LJP:vl

cc: Members of the Board of Supervisors
Michelle Aguirre, CEO