



**AMENDMENT TO CONTRACT MA-063-14011819  
TO RENEW FOR THE THIRD TERM AS MA-063-15011310  
WITH  
DOCULYNX INC**

This AMENDMENT is made and entered into as of the date fully executed by and between the County of Orange, Social Services Agency (SSA), a political subdivision of the State of California, (referred to as "County") and ANI Acquisition Sub a subsidiary of DocuLynx Inc., with a place of business at 6916 N. 97<sup>th</sup> Cir., Omaha NE 68122-3037, (referred to as "Contractor"), for Scanning, Indexing and Imaging Services. County and Contractor may be individually referred to as "Party" or collectively referred to as "Parties".

WHEREAS, the County and Contractor entered into a Subordinate Contract MA-063-14010321 (referred to as "Contract"), in the amount of \$615,371.00 effective January 1, 2014 through May 6, 2014 per the terms, conditions and pricing of Regional Cooperative Agreement MA-017-12011883 (referred to as "RCA") effective May 7, 2012 through May 6, 2015; and

WHEREAS, both Parties agreed to amend Contract MA-063-14010321 to reflect the Contractor's name change to DocuLynx Inc. as reflected on the RCA; and

WHEREAS, both Parties agreed to renew Contract MA-063-14010321 for the second term effective May 7, 2014 through May 6, 2015 as MA-063-14011819 for an amount not to exceed \$1,388,880 per the RCA renewed through May 6, 2015; and

WHEREAS, RCA MA-017-12011883 Amendment # 4 is issued to renew the RCA effective May 7, 2015 through May 6, 2016; and

WHEREAS, both Parties agree to amend the Contract to renew for one (1) additional one-year term.

NOW THEREFORE, the Parties agree as follows:

1. Renew Contract MA-063-14010321 for the third one-year term effective May 7, 2015 through May 6, 2016 as MA-063-150110310 and increase the not to exceed amount to \$2,261,204;
2. Replace Scope of Work for Contract MA-063-14010321 with Attachment A, Scope of Work for Contract MA-063-15011310;
3. Replace Price List for Contract MA-063-14010321 with Attachment B, Price List for Contract MA-063-15011310.

All terms and conditions, amendments/modifications of the Contract MA-063-14010321 are hereby incorporated by this reference into the renewed Contract MA-063-150110310. This Amendment modifies the Contract only as expressly set forth above. This Amendment does not modify, alter or amend the Contract in any other way whatsoever.

**Signature Page follows**



AMENDMENT TO CONTRACT MA-063-14011819  
TO RENEW FOR THE THIRD TERM AS MA-063-15011310

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the dates shown opposite their respective signatures below.

**DOCULYNX INC\***

By [Signature]  
Print Name Bradley Richards  
Title SVP Svc Reloy  
Date 2/18/15  
Corporate Officer

By [Signature]  
Print Name Karl Schuster  
Title VP Finance  
Date 2/18/15  
Corporate Officer

\*If the contracting party is a corporation, (2) two signatures are required: one (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. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

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

By [Signature]  
Print Name Georgetta Vlad

Date 2/19/15  
Title Procurement Manager

**COUNTY OF ORANGE**  
**COUNTY COUNSEL**  
Approved as to Form:

By [Signature]  
Deputy County Counsel

Date 02/23/15



**SUBORDINATE CONTRACT  
MA-063-15011310**

**ATTACHMENT A**

**SCOPE OF WORK**

**SSA PROJECT OUTLINE AND REQUIREMENTS**

**Purpose**

The purpose of this agreement is for the contracted source (Contractor) to image documents for various Programs in the Social Services Agency (SSA) into digital images for import to the County's imaging System known as "OnBase" through the following steps: mail handling, sorting, preparing, scanning, indexing, committing, validating a portion of those electronic files, and quality assurance (QA) for designated case records within the County.

**Background**

The Adult Services and Assistance Programs (ASAP) Division of the SSA has implemented a Medi-Cal and CalFresh Service Center model to support business process changes that maximize resources, improve-customer service and ensure that performance mandates are met. The Service Center requires that new and ongoing cases in this environment are electronically imaged for easy access by telephone agents and case maintenance workers.

The Family Self-Sufficiency (FSS) Division of the SSA requires that new and ongoing cases are electronically imaged for easy access by social workers and eligibility staff.

**Project Overview**

The Contractor will be responsible for:

1. Opening, sorting, date stamping documents with date received (per SSA Program mandates), and prepping incoming beneficiary mail.
2. Scanning, indexing, and committing incoming beneficiary mail, Intake/Initial Services case records and other county designated documents immediately or no later than 24 hours from date of receipt by the Contractor.
3. Completion of quality assurance (QA) reviews for designated case records/documents.
4. Converting ASAP Division's active In-Home Supportive Services (IHSS) and Adult Protective Services (APS) paper case files into digital images for import into OnBase during the 2015 contract year.

The ASAP and FSS Divisions currently image approximately 1,400,000 pages per month (estimated volumes do not imply a guarantee). Due to an increase in caseload size it is expected that ASAP and FSS will image approximately 2,365,000 pages per month (estimated volumes do not imply a guarantee). It is expected that IHSS and APS will image approximately 752,000 pages per month (estimated volumes do not imply a guarantee). Post IHSS and APS case conversion, the approximate number of pages to be imaged per month will be 3,000,000 (estimated volumes do not imply a guarantee).

**I. Project Management**

1. Contractor will work with County designated representatives to confirm the baseline project plan and associated tasks to complete the electronic case file imaging process.



**SUBORDINATE CONTRACT  
MA-063-15011310**

**ATTACHMENT A**

**ATTACHMENT A**

**II. Ongoing Project Management**

1. Mail sorting, date stamping, and imaging will be completed simultaneously at a designated County location(s).
2. Contractor will identify any issues and follow-up and escalate as necessary to ensure completion of task on time and on budget.
3. Contractor will immediately notify onsite County supervisor of any delays in meeting the 24 hour processing expectation.

**A. Operational, Staffing and Technical Requirements**

**Contractor shall:**

1. Provide County with a Resource plan for meeting the demands of the contract within the required timeframes, to include:
  - Number of shifts and hours per day
  - Number of staff per shift
  - Number of scanners (desktop and high speed) along with personal computers (PCs) required
  - Space requirements for both staff and equipment
  - Environmental specifications required, such as electrical and IT connectivity
2. In collaboration with County staff, establish Quality Benchmarks related to imaging quality and indexing requirements. A Benchmark test with represented samples of all quality levels, and document sizes and types will be provided in sufficient quantity to the contractor up to 30 days after contract award for the purpose of establishing Quality Benchmarks.
3. Cooperate with the County in the development of document workflows and operational procedures that ensure that regional office operations are not impacted. This may include, transfer of data or documents from Contractor to County staff and vice versa for the purpose of task assignment, recording receipt in the County SAWS (CalWIN) system, and development of data files that align with all required County systems.
4. Provide County with a Quality Assurance Plan that shall include the following, at minimum:
  - An acknowledgement that all images must be equal to or better than the benchmark samples submitted and accepted by County
  - Description of how the production process will generate consistent quality on a regular basis
  - Formal documentation of all production procedures
  - Daily equipment testing
  - Written quality assurance procedures for image and index data
  - A description of how document and file integrity will be maintained throughout the imaging process
5. Provide own:
  - Desktop PCs that shall meet County security, specification requirements, and restrictions. Vendor will provide all hardware/software support and maintenance.



**SUBORDINATE CONTRACT  
MA-063-15011310**

**ATTACHMENT A**

**ATTACHMENT A**

- All operating system and base software licenses and maintenance required for the scanning software with the exception of OnBase licenses. Desktop PCs shall be configured with County approved anti-virus software.
  - Up to date software and scanning licenses (VRS) that are technologically compatible with the current scanning process
  - Copy machines and scanners and all associated maintenance
  - Other necessary equipment and supplies required to complete the imaging process
  - Office furniture
6. Maintain sufficient staffing levels to ensure timely handling and sorting of incoming mail and meeting required 24 hour processing timeline based on County's estimated monthly volume and needs.
  7. Maintain operational hours consistent with County work schedule of 7:00 a.m. – 5:00 p.m. and County holiday observance with no option of working weekends or after business hours, unless approved by the County in advance.
  8. Ensure that an onsite supervisor is present at all times.
  9. Ensure that contractor staff:
    - Signs and adheres to SSA's confidentiality statements and policies
    - Signs and adheres to SSA's Information Technology Usage Policy I.6
    - Are in compliance with local, state, and federal regulations in regards to health and safety of their employees
    - Complete a background check
    - Are required to wear picture identification furnished by the contractor, which must be worn at all times while working on County worksite
    - Will wear Orange County access cards at all times while working on County worksite
    - Are provided with any necessary parking permits, if applicable
  10. Develop a system to control, monitor, and track document type movement through the entire process, which includes a process for "emergency" retrieval of required case documents.
  11. Provide County with acceptable (as determined by County) Disaster and Security Recovery Plans.
  12. Provide County with the total cost of imaging ongoing case documents to include cost scanning, ~~and~~ indexing, and validating (when necessary) per page.
  13. Scan, Index, and Commit all pages associated with incoming case records within 24 hours, per contract requirements.
  14. Date stamp all documents per Program requirements.
  15. Utilize OnBase separator sheets (barcodes) provided by the County.
  16. Store hard copy of imaged documents for a minimum of 10 calendar days. Stored case documents will be separated by date for ease of identification and retrieval, and will be made available to County staff as needed for quality control purposes. Vendor will work with County staff to identify documents eligible for destruction. No documents will be destroyed or disposed by vendor.
  17. Configure desktop computers to automatically update anti-virus signatures and to install Microsoft security updates.



**SUBORDINATE CONTRACT  
MA-063-15011310**

**ATTACHMENT A**

**ATTACHMENT A**

**County shall:**

1. Provide contractor staff with training related to eligibility document recognition, task management system, operational workflows, and Agency overview.
2. Designate a centralized County location where incoming mail and imaging will occur.
3. Provide mail pick-up and delivery to the centralized County location.
4. Provide adequate and secure workspace to accommodate Contractor staff, scanning stations, PC's, ancillary equipment, staging area, and an area to store scanned documents while awaiting destruction by County.
5. Provide on-site County staff member who will assist the vendor with issues relating to unidentifiable mail, eligibility related questions, and poor document quality that may prevent successful imaging.  
Additionally, the on-site County staff member will act as a liaison between County Regional and Administrative staff and Contractor.
6. Provide and maintain OnBase scanning application.
7. Provide network connectivity to OnBase, capable of supporting imaging and indexing, and to other required systems.
8. Provide a minimum of two dedicated CalWIN workstations equipped with SAWS system barcode readers.
9. Provide Contractor with building key card access, as required.
10. Provide the "Keyword" format to the contractor in order for the contractor to correctly index imaged documents.
11. Provide separate network access to designated vendor workstations to access vendor Internet email.
12. Ensure that Intake and Initial Services case documents are prepped and correctly packaged for imaging.
13. The County will perform random quality checks of all Contractor services. During the random quality checks, if image quality or indexing deficiencies are identified, the County will notify the Contractor and all images in the sample will be rejected and re-scanned by the Contractor within one business day. If the Contractor is repeatedly unable to meet quality standards, the County shall issue a cure notice requesting the Contractor to explain how the problem will be rectified.
14. Upon determination that document imaging and indexing has met quality standards, the County shall proceed with document destruction. Contractor will store all hard copy of imaged documents for a minimum of 10 calendar days in order to allow the County sufficient time to complete the random sampling.

**B. Performance Measures:**

1. Contractor will develop a performance measure to meet the expectations as outlined in the scope of work.
2. Contract performance will be measured by meeting imaging timeframes and QA measures.
3. Performance standards are met by collaboration between Contractor and the County designated representative.
4. County and Contractor may evaluate the effectiveness of the measures established in the statement of work within 60 days of the effective date of the agreement. Benchmarks may be amended by mutual agreement between the designated representatives of this agreement.





**SUBORDINATE CONTRACT  
MA-063-15011310**

**ATTACHMENT A**

**ATTACHMENT A**

**C. Imaging Security Requirements:**

The California Department of Health Care Services (DHCS) has recently established security requirements pertaining to the use, access and disclosure of Medi-Cal Personally Identifiable Information (PII). Since Social Services Agency (SSA) case files contain this and other confidential welfare client information, these requirements must be adhered to by any Contractor (and subcontractor) staff who engages in case scanning for SSA. **If these requirements change during the course of this engagement, SSA will notify and work with the Contractor to ensure compliance with the new requirements.**

**Privacy and Confidentiality Statement:** The California Department of Health Care Services (as well as Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq.) requires that those who have access to Medi-Cal Personally Identifiable Information (PII) sign a confidentiality statement.

- All Contractor staff that has access to this data during this work must read and sign SSA's standard Welfare Client Information confidentiality statement.

**Physical Security:** DHCS requires that "Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons " and that we must " safeguard Medi-Cal PII from loss, theft or inadvertent disclosure...". The requirements include the need to secure these areas, ensure only authorized personnel have physical access to these areas, and to store paper records with Medi-Cal PII in locked spaces.

- The Contractor must submit a plan detailing how it will provide physical security for SSA data while the data is in its possession. The plan must cover all phases of the data processing, including but not restricted to collecting, scanning and temporarily storing physical cases, and storing and transporting the scanned data. After obtaining SSA approval for their physical security plan, the Contractor must implement and maintain the physical security procedures during the entire engagement. In addition, they must report any breaches of security as outlined below.
- The Contractor will comply with SSA's Administrative Policy and Procedure I6 – "Use of E-mail, Personal Computers and other Computer Resources" which includes the County of Orange Information Technology Usage Policy.

**Wiping all PII Data from Contractor Media:**

DHCS requires that we: "Ensure that all Medi-Cal PII is wiped from systems when the data is no longer legally required. The County Department (SSA) shall ensure that the wipe method conforms to Department of Defense standards for data destruction."

- Upon completion of case scanning and final transfer of electronic data to the Orange County Enterprise Data Center, the Contractor must use an SSA-approved disk-wiping solution to completely and permanently remove all SSA data from all Contractor media.

**Notification and Investigation of Breaches:** DHCS requires that SSA: "Notify DHCS immediately by telephone call or e-mail upon the discovery of a breach of security of Medi-Cal PII in computerized form if the PII was, or is reasonably believed to have been, acquired by an unauthorized person; or within 24 hours by telephone call or e-mail of discovery of any other suspected security incident, intrusion, loss or unauthorized use or disclosure of PII in violation of this Agreement or the law".

- The Contractor will immediately notify a designated SSA representative verbally (and in writing) of any breaches of security. Include background check for vendor staff accessing County confidential data per County standards.

**D. Designated Case Documents and Incoming Beneficiary Mail**

Intake/Initial Services case documents, incoming beneficiary mail and other designated case records will be delivered to a designated County location for processing by the Contractor.



**SUBORDINATE CONTRACT  
MA-063-15011310**

**ATTACHMENT A**

**ATTACHMENT A**

**E. Progress Report and Payments**

**1. Progress Report:**

Weekly or daily meetings will be scheduled between the Contractor's imaging Supervisor and designated County staff to discuss the progress of imaged documents and any barriers.

**2. Payments:**

- Bi-monthly payments include mail handling, sorting, preparing, date stamping, scanning, indexing, committing, validating a portion of those electronic files, and QA for designated case records;
- Provide the County a monthly invoice no later than the 15<sup>th</sup> and 30<sup>th</sup> of each month.







# COUNTY OF ORANGE

## MASTER AGREEMENT

### COUNTY PROCUREMENT OFFICE

## MODIFICATION

FOR INTERNAL COUNTY USE  
ONLY. THIS IS NOT A LEGAL  
DOCUMENT. DO NOT  
DISTRIBUTE TO VENDOR.

CONTRACT INFORMATION	
<b>MASTER AGREEMENT NUMBER: MA-017-12011883</b>	<b>NOT TO EXCEED AMOUNT: \$999,999,999,999.00</b>
Begin Date: 05/07/2012 Expiration Date: 05/06/2017 Board-Award Date: Board Award Number: Modification Date: 02/17/2015 Contract Type: Hybrid Cited Authority: Contract Policy Manual Thresholds Allow	Record Date: 02/17/2015 Procurement Folder: 569312 Procurement Type: Request for Proposals - RFP Replaces Award Document: Replaced by Award Document: Version Number: 6

COUNTY CONTACTS		
<b>REQUESTOR:</b> KC ROESTENBERG/MARTHA CAMPBELL 714-567-5075/714-834-7028	<b>ISSUER:</b> SAPREENA LEOSO N/A SAPREENA.LEOSO@CEOIT.OCGOV.COM	<b>BUYER:</b> SAPREENA LEOSO N/A SAPREENA.LEOSO@CEOIT.OCGOV.COM

**CONTRACT DESCRIPTION**

SCANNING, INDEXING AND IMAGING SERVICES

This County Master Contract shall be referred to as Regional Cooperative Agreement (RCA) #MA-017-12011883. This Regional Cooperative Agreement (RCA) is identified as a competitively bid/negotiated contract for Scanning, Indexing and Imaging Services. This Regional Cooperative Agreement (RCA) is available for use in accordance with the attached pricing, scope of work, and terms and conditions. Public entities utilizing this Regional Cooperative Agreement (RCA) should make their own determination if the use of the Regional Cooperative Agreement (RCA) is consistent with their procurement policies and regulations.

FOR COUNTY INTERNAL USE:  
County Deputy Purchasing Agents (DPA's) may utilize this RCA by creating and issuing their own County Agency/Department Subordinate Contract, incorporating the terms and conditions, scope of work and pricing of the RCA into their Subordinate Contract. All Subordinate Contracts must be coterminous with the RCA.

SEE ATTACHMENT FOR CONTACT INFO AND CONTRACT SUMMARY.

**REASON FOR MODIFICATION**  
ATTACH CORRECT AMENDMENT #4 FILE.

VENDOR INFORMATION	
<b>Name /Address:</b> VC0000013809: DOCULYNX INC 6916 N 97TH CIR OMAHA, NE 68122-3037	<b>Contact:</b> DIANE KIPP 714-580-6728 DIANE.KIPP@DOCULYNX.COM

COMMODITY / SERVICE INFORMATION									
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Tax Amount	Line Total
1	0.00		\$0.00	\$0.00	05/07/2012	05/06/2013	\$0.00	\$0.00	\$0.00
Commodity Code: 96100 - MISCELLANEOUS SERVICES, NO. 1 (NOT OTHERWISE CLASSIFIED) SCANNING, INDEXING AND IMAGING SERVICES PER ATTACHED SIGNED RCA CONTRACT									

COMMODITY / SERVICE INFORMATION									
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Tax Amount	Line Total
2	0.00		\$0.00	\$0.00	05/07/2013	05/06/2014	\$0.00	\$0.00	\$0.00
Commodity Code: 96100 - MISCELLANEOUS SERVICES, NO. 1 (NOT OTHERWISE CLASSIFIED) SCANNING, INDEXING AND IMAGING SERVICES PER ATTACHED SIGNED RCA CONTRACT - AMENDMENT #1									

**COMMODITY / SERVICE INFORMATION**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Tax Amount	Line Total
3	0.00		\$0.00	\$0.00	05/07/2014	05/06/2015	\$0.00	\$0.00	\$0.00

Commodity Code: 96100 - MISCELLANEOUS SERVICES, NO. 1 (NOT OTHERWISE CLASSIFIED)  
 SCANNING, INDEXING AND IMAGING SERVICES  
 PER ATTACHED SIGNED RCA CONTRACT - AMENDMENT #3

**COMMODITY / SERVICE INFORMATION**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Tax Amount	Line Total
4	0.00		\$0.00	\$0.00	05/07/2015	05/06/2017	\$0.00	\$0.00	\$0.00

Commodity Code: 96100 - MISCELLANEOUS SERVICES, NO. 1 (NOT OTHERWISE CLASSIFIED)  
 SCANNING, INDEXING AND IMAGING SERVICES  
 PER ATTACHED SIGNED RCA CONTRACT - AMENDMENT #4

**RENEWAL PERIODS**

Renewal Period Length	Effective Begin Date	Expiration Date
0 - YEARS	05/07/2017	05/06/2017

**AUTHORIZED FUNDING SOURCES**

Department	No Limit	Spending Limit
ALL	YES	\$0.00

**APPROVALS**

Date	Approver	Approval Level	Status Before	Status After
02/17/2015 04:46:21 PM	gutierrez.grace1	4	Pending	Approved



**AMENDMENT NUMBER FOUR  
TO  
REGIONAL COOPERATIVE AGREEMENT (RCA) MA-017-12011883  
FOR  
SCANNING, INDEXING AND IMAGING SERVICES**

This Amendment Number Four to Regional Cooperative Agreement (RCA) for Scanning, Indexing and Imaging Services (hereinafter "Contract"), is made and entered into as of the date fully executed by and between **DocuLynx (Previously ANI Acquisition Sub, Inc.)**, with a place of business at **6916 N. 97<sup>th</sup> Circle, Omaha, NE 68122**, (hereinafter "Contractor"), and the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") which may be referred to individually as "Party" or collectively as "Parties".

WHEREAS, the Contractor responded and represented that its proposed products/services meet or exceed the requirements and specifications of the Request For Proposal (RFP) for Scanning, Indexing and Imaging Services; and

WHEREAS, the County and Contractor entered into a Regional Cooperative Agreement (RCA) for Scanning, Indexing and Imaging Services for County Agencies/Departments County-wide, effective May 7, 2012 through and including May 6, 2013; and

WHEREAS, the Parties issued Amendment Number One to RENEW Contract MA-017-12011883 for Scanning, Indexing and Imaging Services for an additional year effective May 7, 2013 through May 6, 2014, hereinafter "Contract"; and

WHEREAS, the Parties issued Amendment Number Two to REVISE Contract MA-017-12011883 to reflect Contractor name change and headquarter address change; and

WHEREAS, the Parties issued Amendment Number Three to RENEW Contract MA-017-12011883 for Scanning, Indexing and Imaging Services for an additional year effective May 7, 2014 through May 6, 2015, hereinafter "Contract"; and

WHEREAS, the Parties desire to AMEND Contract MA-017-12011883 for the purposes of RENEWING the term in the manner set forth herein; and

NOW, THEREFORE, the Parties mutually agree as follows:

1. **Scope of Services is RENEWED:** This Contract, including attachment(s), specifies the contractual terms and conditions by which the Contractor will provide Scanning, Indexing and Imaging Services under a usage Contract, as set forth in the Scope of Work identified as Attachment A.
2. **Term of Contract is RENEWED:** The term of this Contract shall be for two (2) years thereby amending the Contract period and Attachments effective **May 7, 2015** through and including **May 6, 2017**, unless otherwise terminated by County.
3. **All other Contract Terms and Conditions remain unchanged:** This AMENDMENT #4 modifies the Contract only as expressly set forth above. This AMENDMENT #4 does not modify, alter or amend the Contract in any other way whatsoever. Except as amended herein, all other terms and conditions of the Contract remain unchanged. Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract, including its Amendments and Modifications (if any), are incorporated by this reference as if fully set forth herein and shall remain in full force and effect as amended herein.

**SIGNATURE PAGE**

**REGIONAL COOPERATIVE AGREEMENT # MA-017-12011883  
FOR  
SCANNING, INDEXING AND IMAGING SERVICES**

In WITNESS WHEREOF, the Parties hereto have executed this Amendment #4 on the dates shown opposite their respective signatures below:

**DocuLynx\*:**

DATE: 2-17-2015

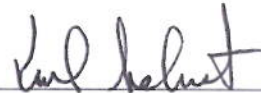
SIGNATURE: 

PRINT NAME: Bradley K. Richards

TITLE: SVP, Service Delivery

**DocuLynx\*:**

DATE: 2/17/15

SIGNATURE: 

PRINT NAME: Karl Schuster

TITLE: VP Finance

\* If the contracting party is a corporation, (2) two signatures are required as further set forth in this paragraph. The first signature shall be: (a) the Chairman of the Board; b) the President; or c) any Vice President. The second signature shall be a) the Secretary; or 2) any Assistant Secretary; or 3) the Chief Financial Officer; or d) any Assistant Treasurer.

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**COUNTY OF ORANGE**  
**A political subdivision of the State of California**

DATE: 2/17/15

SIGNATURE: 

PRINT NAME: SAPREENA LEOSO

TITLE: DEPUTY PURCHASING AGENT