

## **AMENDMENT TO AGREEMENT**

### **BETWEEN THE COUNTY OF SAN MATEO AND ORIJIN, PBC, (FORMERLY AMERICAN PRISON DATA SYSTEMS)**

THIS AMENDMENT TO THE AGREEMENT, entered into this January 1, 2026, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Orijin, PBC (formerly American Prison Systems), hereinafter called "Contractor";

#### WITNESSETH:

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

WHEREAS, the parties entered into an Agreement on October 17, 2023, for providing corrections-grade tablets and related software for use at the Youth Services Center - Juvenile Hall; and

WHEREAS, the parties wish to amend the Agreement to extend the term until December 31, 2026, and increase the contract amount by \$139,499.16, for a new total not to exceed \$329,499.16.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 4 of the agreement is amended to read as follows:

Subject to compliance with all terms and condition, the term of this Agreement shall be from October 17, 2023 through December 31, 2026.

2. Original Exhibit B is replaced with Revised Exhibit B3, (rev. December 2025) attached hereto.

3. All other terms and conditions of the agreement dated October 17, 2023, between the County and Contractor shall remain in full force and effect.

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

**For Contractor: American Prison Data Systems**

*Adam Henderson*

[Adam Henderson \(Dec 22, 2025 16:01:26 EST\)](#)

Contractor Signature

12/22/2025

Date

Adam Henderson

Contractor Name (please print)

---

**For County:**

COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

### Exhibit B3

Orijin, PBC (formerly American Prison Data Systems)

#### Payments and Rates

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

- A. In no event shall the County's total fiscal obligation under this Agreement exceed **THREE HUNDRED TWENTY-NINE THOUSAND FOUR HUNDRED NINETY-NINE DOLLARS AND SIXTEEN CENTS (\$329,499.16)**.
- B. License and hardware rates may increase no more than 5% in Year 2 of this Agreement. Rates for ESL, Movies, THRIVE, CBT, Ready to Work, and OSHA programs shall remain the same.

#### **Rate Schedule**

| Qty                                                                                  | Unit Price | Licensing                                  | Year 1           | Year 2           | Year 3           | Year 4<br>(Jul-Dec) | Total Price       |
|--------------------------------------------------------------------------------------|------------|--------------------------------------------|------------------|------------------|------------------|---------------------|-------------------|
| 30-50                                                                                | \$385.75   | APDS Cellular Hardware License & Bandwidth | 11,572.50        | 12,151.13        | 19,287.50        | -                   | 43,011.13         |
| 30-50                                                                                | \$699.99   | APDS Student Programming License           | 20,999.70        | 22,049.69        | 34,999.50        | -                   | 78,048.89         |
| 5                                                                                    | \$260.00   | ESL Program Transferable                   | 1,300.00         | 1,300.00         | 1,300.00         | -                   | 3,900.00          |
| 30-50                                                                                | \$600.00   | Movies Cellular                            | 18,000.00        | 18,000.00        | 30,000.00        | -                   | 66,000.00         |
| 2,000                                                                                | \$1.80     | ADPS Thrive Video Visitation               | 3,600.00         | 3,600.00         | 3,600.00         | -                   | 10,800.00         |
| 30-50                                                                                | \$64.00    | CBT Program                                | 1,920.00         | 1,920.00         | 3,200.00         | -                   | 7,040.00          |
| 30-50                                                                                | \$99.00    | Ready to Work Credential                   | 2,970.00         | 2,970.00         | 4,950.00         | -                   | 10,890.00         |
| <b>Total Licenses (5% rate increase in Year 2 for ADPS Bandwidth &amp; License):</b> |            |                                            | <b>60,362.20</b> | <b>61,990.81</b> | <b>97,337.00</b> | -                   | <b>219,690.01</b> |

| Qty   | Unit Price | Add-On Purchases                    | Year 1    | Year 2 | Year 3   | Year 4<br>(Jul-Dec) | Total Price |
|-------|------------|-------------------------------------|-----------|--------|----------|---------------------|-------------|
| 5     | \$99.00    | OSHA Certifications                 | 495.00    | -      | 495.00   | -                   | 990.00      |
| 1     | \$3,370.00 | Secure Charging Cart - Size 30      | 3,370.00  | -      | -        | -                   | 3,370.00    |
| 30-50 | \$445.00   | ADPS 5th Generation Cellular Tablet | 13,350.00 | -      | 4,450.00 | -                   | 17,800.00   |
| 30    | \$13.49    | Keyboards                           | 404.70    | -      | -        | -                   | 404.70      |

|     |             |                                        |                  |                  |                   |          |                   |
|-----|-------------|----------------------------------------|------------------|------------------|-------------------|----------|-------------------|
| 500 | \$2.75      | Earbuds with a microphone              | 1,100.00         | -                | 275.00            | -        | 1,375.00          |
| 2   | \$4,000.00  | Onsite Implementation and Training Day | 4,000.00         | -                | 4,000.00          | -        | 8,000.00          |
| 1   | \$32,942.16 | Voice Calls                            |                  | 27,704.18        | 32,942.16         | -        | 60,646.34         |
| 2   | \$5,000.00  | Instructor Professional Development    | 10,000.00        | -                | -                 | -        | 10,000.00         |
|     |             | Pool Dollars                           | -                | 4,566.11         | 1,000.00          | -        | 5,566.11          |
|     |             | Estimated Sales Tax                    | 1,657.00         |                  |                   |          | 1,657.00          |
|     |             | <b>Total One Time Purchases:</b>       | <b>34,376.70</b> | <b>32,270.29</b> | <b>43,162.16</b>  | <b>-</b> | <b>109,809.15</b> |
|     |             | <b>Total:</b>                          | <b>94,738.90</b> | <b>94,261.10</b> | <b>140,499.16</b> | <b>-</b> | <b>329,499.16</b> |

C. Invoicing & Submission Method

- Software & license subscription fees shall be invoiced yearly
- One-time Purchases and Implementation & Training fees shall be invoiced upon delivery
- Each invoice must include a clear description of services rendered
- Contractors are encouraged to submit invoices electronically through the County of San Mateo's Coupa Supplier Portal. The County will provide enrollment instructions and resources, and additional supplier support is available directly from Coupa. Failure to register or follow invoicing requirements may result in delayed payment. Resources and support are available on this website: <https://supplier.coupa.com/county-of-san-mateo-e-invoicing/#>, or by email [supplier\\_support@smcgov.org](mailto:supplier_support@smcgov.org).

D. Service Start Date

Software services shall start within 45 days of the execution of this Agreement.

E. Contractor's remittance address:

Orijin, PBC  
P.O. Box 737215  
Dallas, TX 75373-7215

F. Performance Measures:

| Performance Measures                                                                                                                                       | Calendar Year Target |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| <b>Professional Development and Staff Training</b> – Contractor shall offer implementation training in fall of 2023 as well as continuous customer support | 100%                 |
| <b>Invoicing</b> – Contractor shall submit timely detailed invoices with adequate supporting documentation                                                 | 100%                 |
| <b>Customer Support</b> – Contractor shall offer weekly check-ins and ongoing support to review updates and troubleshoot technical issues                  | 100%                 |

# Amendment #3 and Exhibit B3

Final Audit Report

2025-12-22

|                 |                                             |
|-----------------|---------------------------------------------|
| Created:        | 2025-12-22                                  |
| By:             | Gabriela Gutierrez (ggutierrez1@smcgov.org) |
| Status:         | Signed                                      |
| Transaction ID: | CBJCHBCAABAApzvTCN-aP9p-y8bs-Vua8hcwbo73ZhX |

## "Amendment #3 and Exhibit B3" History

-  Document created by Gabriela Gutierrez (ggutierrez1@smcgov.org)  
2025-12-22 - 8:58:09 PM GMT- IP address: 136.226.78.182
-  Document emailed to adam.henderson@apds.works for signature  
2025-12-22 - 8:59:11 PM GMT
-  Email viewed by adam.henderson@apds.works  
2025-12-22 - 9:00:10 PM GMT- IP address: 74.125.210.135
-  Signer adam.henderson@apds.works entered name at signing as Adam Henderson  
2025-12-22 - 9:01:24 PM GMT- IP address: 75.177.8.177
-  Document e-signed by Adam Henderson (adam.henderson@apds.works)  
Signature Date: 2025-12-22 - 9:01:26 PM GMT - Time Source: server- IP address: 75.177.8.177
-  Document emailed to Gabriela Gutierrez (ggutierrez1@smcgov.org) for acceptance  
2025-12-22 - 9:01:39 PM GMT
-  Document accepted by Gabriela Gutierrez (ggutierrez1@smcgov.org)  
Acceptance Date: 2025-12-22 - 9:02:25 PM GMT - Time Source: server- IP address: 136.226.78.182
-  Agreement completed.  
2025-12-22 - 9:02:25 PM GMT