



Contract Number

23-858 A-1

SAP Number

4400022875

Sheriff/Coroner/Public Administrator

Department Contract Representative	Carolina Mendoza, Chief Deputy Director of Sheriff's Administration
Telephone Number	(909) 387-0640
Contractor	American Correctional Solutions, Inc.
Contractor Representative	Josh Parrott
Telephone Number	(714) 538-0200
Contract Term	August 15, 2023 – June 30, 2028
Original Contract Amount	\$1,500,000
Amendment Amount	\$1,000,000
Total Contract Amount	\$2,500,000
Cost Center	4420001000
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

Contract No. 23-858 with American Correctional Solutions, Inc. to provide mobile optometry services to the Sheriff/Coroner/Public Administrator is hereby amended, effective June 23, 2026, as follows:

- 1) By deleting section **C.51 Political Contributions**, in its entirety, and replacing it with a new section C.51, as follows:

C.51 Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

Contractor has disclosed to the County using Attachment A – Levine Act – Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date the Contract was approved by the Purchasing Department. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to the Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

- 2) By deleting Attachment A - Senate Bill 1439 Contractor Information Report, in its entirety, and replacing it with a new Attachment A Levine Act – Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), attached hereto and incorporated herein by this reference.
- 3) By adding section **C.53 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (FAR 52.203-18)**, as follows:
C.53 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (FAR 52.203-18)
In compliance with Federal Acquisition Regulation 52.203-18, Contractor shall not require employees or subcontractors of Contractor seeking to report waste, fraud, or abuse, to sign internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. To the extent Contractor has required employees or subcontractors to sign internal confidentiality agreements or statements in the past, Contractor shall notify current employees and subcontractors that those prohibitions and restrictions are no longer in effect. Contractor shall include this clause in all subcontracts.
- 4) By adding section **C.54 Use of Biobased Products (FAR 52.223-1)**, as follows:
C.54 Use of Biobased Products (FAR 52.223-1)
Contractor certifies that to the extent biobased products are purchased using Contract funds, Contractor shall comply with Federal Acquisition Regulation 52.223-1.
- 5) By adding section **C.55 Service Contract Labor Standards (FAR 52.222-52, 52.222-53, 22.1003-4)**, as follows:
C.55 Service Contract Labor Standards (FAR 52.222-52, 52.222-53, 22.1003-4)
To the extent applicable, Contractor agrees to comply with and to provide any information necessary for the County to comply with Federal Acquisition Regulations 52.222-52, 52.222-53, and 22.1003-4.
- 6) By deleting section **D. TERM OF CONTRACT**, in its entirety, and replacing it with a new section **D. TERM OF CONTRACT**, as follows:

D. TERM OF CONTRACT
This Contract is effective as of August 15, 2023 and expires on June 30, 2028, but may be terminated earlier in accordance with provisions of this Contract.
- 7) By deleting section **F.1** under section **F. FISCAL PROVISIONS**, in its entirety, and replacing it with a new section **F.1**, as follows:
F.1 The maximum amount of payment under the Contract shall not exceed \$2,500,000 and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's Services and expenses incurred in the performance hereof, including travel and per diem.

Except as amended, all other terms and conditions of the Contract remain as stated therein.

IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused the Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County

By _____
Deputy

American Correctional Solutions, Inc.

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Josh Parrot

(Print or type name of person signing contract)

Title Contracts Manager

(Print or Type)

Dated: _____
Address 741 East Ball Road, Suite 101
Anaheim, CA 92805

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► _____ Grace B. Parsons, Deputy County Counsel	► _____	► _____ Carolina Mendoza, Chief Deputy Director of Sheriff's Administration
Date _____	Date _____	Date _____



ATTACHMENT A

Levine Act –

Campaign Contribution Disclosure

(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: American Correctional Solutions, Inc.
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: Barry Goldstein
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):
Barry Goldstein
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer involved with this Contract within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No

Yes If **yes**, please provide the contribution information in Question 11.

10. Has an agent of Contractor made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

No If no, please skip question 11.

Yes If **yes**, please provide the contribution information in Question 11.

11. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. Contractor understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.

Formal Proposal for Contract Extension

Mobile Optometry Services

Submitted to San Bernardino County Sheriff's Department

Date: March 27, 2026

Submitted by: American Correctional Solutions, Inc. Contractor Representative: Josh Parrott

1. Proposal Overview

American Correctional Solutions, Inc. is pleased to submit this formal proposal for the extension of its current contract with the San Bernardino County Sheriff's Department for the provision of mobile optometry services.

ACS appreciates the opportunity to continue providing these services and values its ongoing working relationship with the County. Our team remains committed to supporting the Department with dependable, timely, and correctionally appropriate optometry services.

2. Proposed Extension Term

American Correctional Solutions is interested in pursuing a two-year contract extension.

3. Proposed Updated Rate

Current Rate: \$1,995 per 8-hour clinic
Proposed Rate: \$2,095 per 8-hour clinic

This represents a modest increase of \$100 per clinic, or approximately 5%, and would be the first rate adjustment since 2019.

4. Basis for Rate Adjustment

The proposed rate adjustment is intended to better align the contract rate with current operating costs. The primary cost drivers include:

- increased FedEx and shipping expenses
- increased eyeglass frame costs
- increased related supply costs associated with clinic operations
- ACS has made a conscious effort to keep this adjustment reasonable while continuing to provide the County with consistent, high-quality services and avoiding any disruption in service delivery.

5. Services Included in the Proposed Clinic Rate

The proposed rate of \$2,095 per 8-hour clinic includes the same service components currently included under the existing agreement, including, but not limited to:

- mobile optometry clinic services at Sheriff detention facilities
- comprehensive eye examinations
- eyeglass fitting and repair
- treatment of minor injuries, infections, glaucoma, diabetes, and other general
- optometry services that promote the visual health and well-being of incarcerated patients
- correctionally safe frames
- prescribed lenses
- polycarbonate lenses, when needed
- bifocals, when needed
- tint, when needed
- eyeglass case
- mileage
- shipping costs
- all equipment necessary for the eye exam clinic and related optometry services

ACS would also continue to provide glasses and soft glass cases via mail and/or courier service within the timelines required under the contract and continue to support replacement glasses and related clinic coordination consistent with the current agreement.

6. Current Service Model

As provided under the current contract, ACS understands that mobile optometry clinics are scheduled on an as-needed basis within the Sheriff's Type II detention facilities, with clinic schedules coordinated between Sheriff staff and the ACS Project Manager. The current contract contemplates clinics lasting eight (8) hours in duration, generally three visits per week or approximately 11–13 visits per month between multiple County locations.

ACS remains prepared to continue supporting this service model under the extension term.

7. Commitment to Continued Service

American Correctional Solutions values the opportunity to continue serving San

Bernardino County Sheriff's Department and remains committed to:

- responsive coordination with County staff
- reliable delivery of mobile optometry services
- timely fulfillment of eyeglass-related needs
- maintaining the quality and scope of services currently being provided under the
- contract

We appreciate the County's consideration of this proposal and would welcome the

opportunity to discuss it further. Submitted by:

Josh Parrott
 Contracts Manager
 American Correctional Solutions, Inc.
josh@correctionalsolutions.com
 (714) 538-0200 x301