County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

June 19, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF AN AGREEMENT WITH KEEFE COMMISSARY NETWORK FOR INMATE COMMISSARY SERVICES (ALL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair of the Board of Supervisors to sign the attached agreement with Keefe Commissary Network (KCN) for a term of three (3) years, with options to extend for two (2) additional one-year periods, and thereafter, for six (6) months in any increment. The agreement with KCN will provide inmate commissary services for the custody facilities located in Los Angeles County.

2. Authorize the Sheriff or his designee to execute applicable documents when the original contracting entity has merged, been purchased, or otherwise changed; and to modify the contract within the conditions specified in the contract, including authority for the Sheriff to exercise the extension provisions, if, at his discretion, such extensions would be in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to establish an agreement with KCN to provide Los Angeles County Sheriff's Department's (Department) inmates with an opportunity to purchase a variety of commissary style goods from an independent contractor. The inmate commissary services operation generates revenue that is deposited into the Inmate Welfare Fund and spent on inmate educational programs, vocational training, and other services.

Implementation of Strategic Plan Goals

The services provided under this agreement support the County's Strategic Goal 1, Service Excellence; Strategic Goal 3, Organizational Effectiveness; and Strategic Goal 4, Fiscal Responsibility. Specifically, the proposed agreement will ensure the inmates of Los Angeles County receive the appropriate inmate commissary services, education programs, and training.

FISCAL IMPACT/FINANCING

The inmate commissary services contract is a revenue-generating contract and will not have a fiscal impact on the Department's budget. The inmate commissary services generated a net sales of $13,080,970 with a net commission of $3,814,730 for Fiscal Year 2005-06. All net revenue generated will be deposited in the Department's Inmate Welfare Fund, which provides funding for various inmate programs and partially offsets County expenses for the maintenance of all County detention facilities.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department currently contracts for inmate commissary services with Compass Group, USA, Canteen Corporation under Agreement Number 70912, which was adopted by your Board in July 1997. We are currently operating under a month-to-month extension option period, which expires on July 28, 2007. Approval of this agreement will ensure uninterrupted inmate commissary services to the Department.

KCN has been notified and is in compliance with all Board, Chief Administrative Office, and County Counsel requirements, including Jury Service and Safely Surrendered Baby Law.

This agreement has been approved as to form by County Counsel.

This is not a Proposition A contract, therefore, the Living Wage Program (County Code Chapter 2.2001) does not apply to the recommended agreement. The service cannot be performed adequately, competently or satisfactorily by civil service employees and it is impossible to recruit such personnel to perform such services for the period of time such service is needed by the County.

CONTRACTING PROCESS

On September 11, 2006, the Department issued a Request for Proposals (RFP) for inmate commissary services. The RFP solicitation was posted on the County of

Los Angeles Internal Services and the Sheriff's Department's websites. A mandatory proposers' conference was held on September 26, 2006, attended by seven (7) vendors. Following the proposers' conference, a voluntary two-day site tour to all eight (8) Los Angeles County custody facilities was held on October 3, 2006, and October 4, 2006. Four vendors participated in the two-day site tour. On November 6, 2006, the solicitation closed and the Department received two (2) proposals. The two vendors who submitted the proposals were Keefe Commissary Network and Compass Group, USA, Canteen Corporation.

An Evaluation Committee, comprised of managerial personnel from five (5) agencies, four (4) of which were not from Los Angeles County, all of whom possessed inmate commissary services expertise, convened on November 14, 2006. The evaluators were advised of the evaluation procedures and each was issued copies of the two proposals received. Upon completion of the evaluation, through a consensus review process on December 16, 2006, it was determined that KCN received the highest score. The award notifications were sent to the two proposers.

The Department initiated the negotiation process with KCN on February 27, 2007, and completed the negotiation on February 28, 2007.

IMPACT ON CURRENT SERVICES

The approval of the agreement will have no negative impact on the Department's current Sheriff operations and services.

CONCLUSION

Upon approval by your Board, please return two (2) adopted copies of this action to the Sheriff's Department's Contracts Unit.

Sincerely,

Lee Baca

LEROY D. BACA
SHERIFF

INMATE COMMISSARY SERVICES AGREEMENT

FOR

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

KEEFE COMMISSARY NETWORK, LLC

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT AGREEMENT

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RECITALS

THIS AGREEMENT is entered into as of the Effective Date by and between the County of Los Angeles ("County") and Keefe Commissary Network, a company organized under the laws of Missouri, located at 13369 Valley Boulevard, Fontana, CA 92335-5247, ("Contractor"), for the Los Angeles County Sheriff's Department (the "Department").

WHEREAS, the Department desires to contract with a private business for Inmate Commissary Services when certain requirements are met; and

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence and sufficient staffing to provide the Inmate Commissary Services; and

WHEREAS, this Agreement (as defined below) is authorized pursuant to California Government Code Section 31000.

NOW THEREFORE, In consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

1. AGREEMENT AND INTERPRETATION

1.1 Agreement. This base document along with Exhibits A through G, any attachments hereto or thereto, and any Change Order or amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, subtask, deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits and any attachments thereto, according to the following priority:

1.2.1. Exhibit A – Additional Terms and Conditions

1.2.2. Exhibit B – Statement of Work

1.2.3 Exhibit B-1 - Statement of Work Attachments

1.2.4 Exhibit C – Contractor's EEO Certification

1.2.5 Exhibit E – Performance Requirement Summary (PRS)

1.2.6 Exhibit D - Electronic Payment and Website Ordering

1.2.7 Exhibit F1 - Contractor's Employee Acknowledgement and Confidentiality Agreement

1.2.8 Exhibit F2 – Contractor's Non-Employee Acknowledgment and Confidentiality Agreement

1.2.9 Exhibit G - Contractor's Response to the SOW of RFP #SH-ICS 2005 (Not Attached)

1.3 Additional Terms and Conditions. Without limiting the generality of Subparagraph 1.1 (Agreement), attached hereto as Exhibit A (Additional Terms and Conditions), and incorporated by reference herein, are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.

1.4 Construction. The words "herein", "hereof", and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and Schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Paragraph headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement.

2. DEFINITIONS

The following terms and phrases in quotation marks and with initial letters capitalized shall have the following specific meaning when used in this Agreement.

2.1 "Agreement" has the meaning set forth in Paragraph 1.1 (Agreement).

2.2 "Average Daily Inmate Population" means the daily total number of inmates summed, then divided by the number of days.

2.3 "Average Order Delivery Rate" means the number of orders delivered per week divided by number of orders placed per week.

2.4 "Pro-Per Account" means an account created once an inmate has been identified by the Courts as Pro-Per. Funds in the account only can be used to purchase legal supplies or services.

2.5 "Back Order Rate" means the average weekly rate which measures total inmate orders pending divided by total inmate orders placed.

2.6 "Background and Security Investigations Check" means the Department's inquiry into an individual's personal history that provides sufficient information to determine if the individual is eligible to be given permission to enter the secured areas of the County jail facilities. Disqualifying criteria include, but are not limited to, weapons violation convictions, assault convictions, incarceration within the last three (3) years, narcotics for sale convictions within the last ten (10) years, sex crime convictions, conviction for bringing a controlled substance into a jail or prison, currently on probation or parole, currently under psychiatric care, has a relative in a Los Angeles County Jail Facility, has any military conduct that involved dishonorable discharge, bad conduct, or undesirable discharge, or has outstanding warrants.

2.7 "Board" means the Los Angeles County Board of Supervisors.

2.8 "Business Day" means Monday through Friday, excluding County observed holidays.

2.9 "Cashless Jail Computer System" means Inmates housed within the Los Angeles County Jails are not allowed to possess cash or currency. In lieu of cash, inmates maintain a debit account, administered by the Los Angeles County Sheriff's Department. Items purchased by inmates are charged to these debit accounts. Inmates, families, friends, and acquaintances may deposit funds into an inmate's debit account.

2.10 "Change Order" has the meaning set forth in Paragraph 6 (Change Orders and Amendments)

2.11 "Clearance Information" means the individual's personal information needed to complete a Background and Security Investigations Check. Personal information includes: name, date of birth, driver's license number, and social security number.

2.12 "Closure Procedures" means a method of ensuring that all reported or discovered system problems have been resolved and the system is operating normally.

2.13 "Commencement Date" means the mutually-agreed upon date on which the Contractor begins accepting orders and provide delivery services to the County.

2.14 "Commissary Services" means a service which provides inmates the opportunity to pre-order and receive products from a contracted vendor.

2.15 "Contraband" is defined within the Los Angeles County Sheriff's Department's Custody Manual 5-07/010.00, including, but not limited to the items listed in Attachment 13 of the Statement of Work.

2.16 "Contractor" means the sole proprietor, partnership, or corporation identified in the Recitals.

2.17 "Contractor Project Director" has the meaning set forth in Paragraph 4.1 (Contractor Project Director).

2.18 "Contractor Project Manager" has the meaning set forth in Paragraph 4.2 (Contractor Project Manager).

2.19 "Contractor's Gross Revenue" means the dollar amount the County will pay to the Contractor after deduction of the gross sales and the County's Percentage of Revenue.

2.20 "Contractor's Percentage of Revenue" means the gross sales less the County's Percentage of Revenue.

2.21 "County" has the meaning set forth in the Recitals.

2.22 "County Counsel" means County's Office of the County Counsel.

2.23 "County Gift Packs" means a package as defined in Section 9.0 of Exhibit B (Statement of Work).

2.24 "County Indemnitees" has the meaning set forth in Paragraph 13.1 (Indemnification) of Exhibit A (Additional Terms and Conditions).

2.25 "County Project Director" has the meaning set forth in Paragraph 3.1.

2.26 "County Project Manager" has the meaning set forth in Paragraph 3.2.

2.27 "County's Percentage of Revenue" means the percentage of the Gross Sales stated in Paragraph 9.0.

2.28 "Deliverable" means a service, product, or good to be provided by Contractor to County under this Agreement as described in the Statement of Work and elsewhere.

2.29 "Department" has the meaning set forth in the Recitals.

2.30 "Dispute Resolution Procedure" has the meaning set forth in Paragraph 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions).

2.31 "Effective Date" means the date the Agreement is executed by the County of Los Angeles.

2.32 "Emergency Kit" means a kit as defined in Section 8.0 Exhibit B (Statement of Work).

2.33 "Family Pack" means a package as defined in Section 10.0 Exhibit B (Statement of Work).

2.34 "Fiscal Year" means the twelve (12)-month period beginning July 1st and ending the following June 30th.

2.35 "Gross Sales" means the total dollar amount of Contractor's sales less the following:

Hygiene Maintenance Kits	Postage Stamped Envelopes
Indigent Kits	Postage Stamps
Pro-per Inmate Kits	Sales Tax
Emergency Kits	Service Provider Gift Packs
County Gift Packs	Indigent Reading Glasses

Pre-paid Telephone Cards and handling charge
Pre-paid Vending Machine Cards and handling charge

2.36 "Haircut" means the charge for a haircut as defined in Section 4.6 of Exhibit B (Statement of Work).

2.37 "High Power" means those inmates have a keep-away status that requires housing separate from general population inmates. Inmates who have been charged with extremely serious felony crimes and/or have holds or other pending court action considering such types of crimes. In addition, such inmates may be individuals who have displayed a significant disciplinary problem within custody and/or display a need of maximum amount of supervision.

2.38 "Hygiene Maintenance Kit" means a kit as defined in Section 5.0 of Exhibit B (Statement of Work).

2.39 "Indigent Kit" means a kit as defined in Section 6.0 of Exhibit B (Statement of Work).

2.40 "Initial Term" has the meaning set forth in Paragraph 7 (Term).

2.41 "Inmate Welfare Fund" means the fund established by the Sheriff under Section 4025 of the Penal Code.

2.42 "Jail Information Management System (JIMS)" means an inmate tracking, record keeping and trust accounting software system developed by Syscon Justice Systems, Ltd., and used by Los Angeles County under County Agreement Number 74666.

2.43 "Jury Service Program" has the meaning set forth in Paragraph 33 (Compliance with Jury Service Program) of Exhibit A1 (Additional Terms and Conditions).

2.44 "Kiosk" means a security hardened, touch screen computer terminal, securely mounted in specific locations within county jails as further defined in Section 27.0 of Exhibit B (Statement of Work).

2.45 "L.A.S.D. Entry Application for Custody Facilities Form" means the application form (Attachment 1 of Exhibit B-1, Statement of Work Attachments) for entry into the secured areas of the County jail facilities, prepared by individual Contractor employees and submitted by Contractor to Sheriff's Inmate Services Unit.

2.46 "Normal Business Hours" except as defined otherwise in Exhibit D (Electronic Payment and Website Ordering) means Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays.

2.47 "On Demand" means an inmate using an order form or kiosk to request items from the commissary menu.

2.48 "On-line System Maintenance" means digital manipulation of the servers and software that control the systems for the purpose of troubleshooting kiosks and inmate trust accounting, maintenance, upgrades, configuration, and repair of the system.

2.49 "Option Term" has the meaning set forth in Paragraph 7 (Term).

2.50 "Pre-paid Telephone card" has the meaning set forth in Section 13.0 of Exhibit B (Statement of Work).

2.51 "Pre-paid Vending Machine card" has the meaning set forth in Section 14.0 of Exhibit B (Statement of Work).

2.52 "Pro-Per Inmate Kit" means a kit as defined in Section 7.0 of Exhibit B (Statement of Work).

2.53 "Repair and Maintenance" means any maintenance work or activity carried out on a regular basis to prevent deterioration of the kiosk system's capability.

2.54 "Restocking" means stocking commissary items, which were ordered by an inmate and undeliverable, back on the Contractor's shelves.

2.55 "Service Provider" means any individual agency or business entity currently under contract or MOU with the County or the Department, which provides services to the inmate population.

2.56 "Service Provider Gift Packs" means a package as defined in Section 11.0 of Exhibit B (Statement of Work).

2.57 "Sheriff" means the Sheriff of Los Angeles County.

2.58 "Staging Area" means an area inside a jail facility where Contractor can temporarily unload locked delivery carts prior to inmate delivery.

2.59 "Task" means one or more major areas of work to be performed under this Agreement as described in the Statement of Work and elsewhere.

2.60 "Tax" and "Taxes" means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.

2.61 "Term" has the meaning set forth in Paragraph 7 (Term).

2.62 "Title XV Meetings" means monthly meetings attended by jail facilities' Title 15 coordinators, Inmate Services Unit staff, Sheriff's volunteers, and contract vendors. Issues involving inmate programs and services are discussed and resolved.

2.63 "Unit Commander" means a sworn personnel, usually at the rank of Captain, who has ultimate responsibility for all activities for a specific custody facility.

2.64 "Watch Commander" means a sworn personnel, usually at the rank of Lieutenant, who has responsibility within a specific custody facility for line operations during a designated shift. The Watch Commander reports to the Unit Commander.

2.65 "Wholesale Prices" means price at which the Contractor purchases the items for resale.

2.66 "Work" means any and all Tasks, Deliverables, goods, and other services performed by or on behalf of Contractor including the work required pursuant to this Agreement, the Statement of Work, and all the Exhibits, Change Orders, and Amendments hereto.

3. ADMINISTRATION OF AGREEMENT – COUNTY

3.1 County Project Director.

3.1.1 "County Project Director" for this Agreement shall be the following person:

Lt. Robby Ibelle
Inmate Services Unit
450 Bauchet Street
Room E888
Los Angeles, CA 90012
(213) 893-5111

3.1.2 County will notify Contractor of any change in the name or address of County Project Director.

3.1.3 Except as set forth in Paragraph 6 (Change Orders and Amendments) of this Agreement, County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

3.1.4 County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

3.2 County Project Manager.

3.2.1 "County Project Manager" for this Agreement shall be the following person:

Sgt. Grady Machnick
Inmate Services Unit
450 Bauchet Street
Room E888
Los Angeles, CA 90012
(213) 893-5112

3.2.2 County shall notify Contractor of any change in the name or address of the County Project Manager.

3.2.3 The County Project Manager shall inspect any and all Tasks, Deliverables, goods, services, or other Work provided by or on behalf of Contractor.

3.2.4 County Project Manager shall meet with the Contractor on a regular basis.

3.2.5 County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement nor obligate County in any respect whatsoever.

3.2.6 County Project Manager shall advise County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.

3.3 Consolidation of Duties. County reserves the right to consolidate the duties of County Project Director, which duties are enumerated in Paragraph 3.1 (County Project Director), and the duties of County Project Manager, which duties are enumerated in Paragraph 3.2 (County Project Manager), into one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Agreement. County will notify Contractor no later than five (5) days prior to exercising its rights pursuant to this Paragraph 3.3.

3.4 County Personnel. All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

4. ADMINISTRATION OF AGREEMENT – CONTRACTOR

4.1 Contractor Project Director.

4.1.1 "Contractor Project Director" shall be the following person, who shall be a full-time employee of Contractor:

Mr. Colby Pierce
Keefe Commissary Network
13369 Valley Boulevard
Fontana, CA 92335-5247
(800) 411-0454

4.1.2 Contractor Project Director shall be responsible for Contractor's performance of all of the Work and ensuring Contractor's compliance with this Agreement.

4.1.3 From the Effective Date through the expiration of the Term, Contractor Project Director shall be available to meet and confer with County Project Director at least monthly in person or by phone, to review project progress and discuss project coordination.

4.1.4 The Contractor Project Director shall notify the County in writing of any change in the name or address of the Contractor Project Director.

4.2 Contractor Project Manager.

4.2.1 The "Contractor Project Manager" shall be the following person who shall be a full-time employee of Contractor:

Mr. Ryan Carlson
Keefe Commissary Network
13369 Valley Boulevard
Fontana, CA 92335-5247
(909) 429-6949

4.2.2 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and shall coordinate with County's Project Manager on a regular basis.

4.2.3 From the Effective Date through the expiration of the Term, Contractor Project Manager shall be available to meet and confer with County when necessary.

4.2.4 Contractor Project Manager shall have and maintain in good operating order a cell phone number where he or she may be reached on a daily basis. The access number shall be maintained and provided to the County Project Manager during the Term.

4.3 Approval of Contractor's Staff.

4.3.1 County approves the proposed Contractor Project Director and Contractor Project Manager listed in Subparagraphs 4.1.1 and 4.2.1. County Project Director has the right to approve or disapprove any proposed replacement for the Contractor Project Director and the Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of, either the Contractor Project Director or the Contractor Project Manager, Contractor shall provide County with a resume of each such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor Project Director or Contractor Project Manager.

4.3.2 All staff employed by and on behalf of Contractor shall be adults who are legally eligible to work under the laws of the United States of America and the State of California. All Contractor Key Personnel and all other members of Contractor's staff who have direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

4.4 Contractor's Staff Identification

4.4.1 Contractor shall provide all staff assigned to this Agreement with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of the County and Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the Contractor implementing the use of the badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

4.4.2 Contractor shall notify the County within one business day when staff is terminated from working on this Agreement. Contractor is responsible to

retrieve and immediately return the staff's County photo identification badge at the time of removal from the County Contract to the County Project Manager.

4.4.3 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately return the Contractor's staff's County photo identification badge at the time of removal from working on the Agreement to the County Project Manager.

5. WORK; APPROVAL AND ACCEPTANCE

5.1 Pursuant to the provisions of this Agreement, the Contractor shall fully perform, complete and deliver on time all deliverables, goods, services and other Work as set forth in the *Statement of Work, Exhibit B.*

5.2 If the Contractor provides any deliverables, goods, services, or other Work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

6. CHANGE ORDERS AND AMENDMENTS

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Paragraph 6 (Change Orders and Amendments).

6.1 General

County reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

6.1.1 For any change which does not materially affect the scope of Work, period of performance, amount or rate of revenue, or any other term or condition included under this Agreement, a Change Order shall be executed by both County Project Director, with the concurrence of County Counsel, and Contractor Project Director. To the extent that extensions of time for Contractor performance do not impact either the scope of Work or amount or rate of revenue of this Agreement, County Project Director, in County Project Director's discretion, may grant Contractor extensions of time in writing for the Work listed in the Statement of Work or otherwise in this Agreement provided that such extensions shall not extend the Term.

6.1.2 For any change that materially affects the scope of Work, period of performance, amount or rate of revenue, or any other term or condition

in the Agreement, then a negotiated amendment to this Agreement shall be executed by the Board and Contractor.

6.1.3 Notwithstanding Sub-paragraphs 6.1.1 and 6.1.2, the County Project Director shall have the authority to execute a Change Order changing the menu items and services available, prices charged, composition of packs and kits, and location of custody facilities, to the extent, and only to the extent such Change Orders are consistent with the terms and conditions of the Agreement and within the scope of the Agreement.

6.1.4 Notwithstanding Sub-paragraph 6.1.2, the Board or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the Term. The County reserves the right to add and/or change such provisions as required by the Board or Chief Administrative Officer. To implement such changes, an Amendment to the Agreement shall be prepared and executed by the Contractor and by the Sheriff or the Board.

6.2 Audit of Change Order Work.

County is entitled to audit, in accordance with Paragraph 40.0 (Records and Audits) of Exhibit A (Additional Terms and Conditions), Contractor's compliance with Paragraph 6 (Change Orders and Amendments) in respect of Work performed pursuant to a Change Order.

7. TERM

The term of this Agreement shall commence upon the Commencement Date and shall continue for a period of three (3) years, unless terminated earlier in whole or in part, as provided in this Agreement (the "Initial Term"). The Sheriff has the option, at the Sheriff's discretion and upon notice to Contractor no later than thirty (30) days prior to the end of the then-current period of the Term, to extend the term of this Agreement for up to two (2) additional one (1) year periods, and thereafter for a maximum of six (6) month-to-month periods in any increment (each an "Option Term"). As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be. Contractor shall notify the County Project Manager and County Project Director when the Initial Term, or when each Option Term, as the case may be, is within three (3) months from the expiration of the Initial Term, or such Option Term, as the case may be, as provided for in this Paragraph 7 (Term).

8. PRICES AND FEES

8.1 Pricing Schedule

The Pricing Schedule is specified in Attachment 16 of Exhibit B (Statement of Work).

9. COUNTY'S PERCENTAGE OF REVENUE

9.1 County shall retain a sum equal to fifty-one and a half percent (51.5%) of the Gross Sales from the Inmate Commissary Services and deposit the fund into the Inmate Welfare Fund. County will issue payment equals to forty-eight and a half percent (48.5%) of the Gross Sales to the Contractor as described in Attachment 16 of Exhibit B-1, Statement of Work Attachments.

9.2 The Contractor shall not be entitled to payment or reimbursement for any task, deliverable, goods, services, and/or any other work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except where such payment or reimbursement is specifically authorized in this Agreement.

10. INVOICES AND PAYMENTS

10.1 Approval of Invoices

All invoices submitted by Contractor for payment must have the written approval of County Project Director, as evidenced by County Project Director's countersignature, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.

10.2 Detail

10.2.1 Contractor shall submit a monthly invoice for Gross Sales for the prior monthly billing period to the County's Project Manager by the date mutually agreed upon by the County and the Contractor. Invoice shall indicate the following line items: Gross Sales, County Percentage of Revenue, and sales tax. Attached to the invoice shall be a CD containing the listing, sorted by inmate name, of all items delivered in the order. As a minimum, the listing will include inmate's name, booking number, product ID, product description, unit price, quantity delivered, total sales tax, and total price. Upon County's request and when necessary, Contractor shall provide the written/hard copy of the listing.

10.2.2 Contractor shall submit separate monthly invoices, summarizing a list of charges for Indigent Kits, County Gift Packs, Hygiene Maintenance Kits, Emergency Kits, Pro-Per Sales and Haircuts to the County's Project Manager by the date mutually agreed upon by the County and the Contractor.

10.2.3 Invoice(s) shall also include the following:

a) Agreement number

b) Contractor's address and phone number

c) Invoice Date

d) Invoice Amount

10.2.4 County shall pay Contractor's invoice within thirty (30) days from the date of receipt of invoice. The obligation of County's invoice payment shall be limited and contingent upon the reconciliation of Contractor's invoices and County's JIMS records.

10.2.5 County shall not pay restocking charges for returned or undeliverable commissary orders.

10.2.6 Contractor is responsible for reporting and submitting all applicable sales tax and revenue to the proper State and Federal agencies.

10.2.7 In the event that an audit(s) show that inmate(s) payments transmitted by the County to the Contractor exceeds the actual amount due to the Contractor, at the Contractor's negligence, under this Agreement, Contractor shall pay the overcharge in 15 days as well as an assessment of 15% as determined by the County's Project Manager and any such excess amount shall be deposited into the Inmate Welfare Fund within 30 days.

10.3 No Out-of-Pocket Expenses.

Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by County. Accordingly, Contractor's invoices shall not include out-of-pocket expenses.

10.4 Contractor Responsibility

Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor.

10.5 County's Right to Withhold

In addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.

11. LIQUIDATED DAMAGES

11.1 If, in the judgment of the County Project Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Project Director, at his or her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata

from the Contractor's invoice for Work not performed. Information regarding the Work not performed and the amount to be withheld or deducted from payments to the Contractor from the County will be forwarded to the Contractor by the County Project Director in a written notice describing the reasons for said action.

11.2 If the County Project Director determines that there are deficiencies in the performance of this Agreement that are over a certain time span, the County Project Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the County Project Director may:

11.2.1 Deduct from the Contractor's payment, pro rata, those applicable amounts; or

11.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred dollars ($100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit E of the Agreement and that the Contractor shall be liable to the County for liquidated damages in the said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

11.2.3 Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by County.

11.3 The action noted in Subparagraph 11.2 shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover the County cost due to the failure of Contractor to complete or comply with the provisions of this Agreement.

11.4 This Subparagraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Agreement provided by law or as specified in the PRS or Subparagraph 11.2, and shall not, in any manner, restrict or limit the County's right to terminate the Agreement as agreed to herein.

12. NOTICES

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by

first-class registered or certified mail, postage prepaid; or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) days prior notice in accordance with the procedures set forth above, to the other party.

To County: (1) Los Angeles County Sheriff's Department
Contracts Unit
4700 Ramona Boulevard, Suite 214
Monterey Park, CA 91754-2169
Attention: Henry Yee
Facsimile: (323) 415-3955

with a copy to:

(2) Los Angeles County Sheriff's Department
Legal Advisory Unit
4700 Ramona Boulevard, Suite 225
Monterey Park, CA 91754-2169
Attention: Gary Gross
Facsimile: (323) 267-6687

To Contractor: Keefe Commissary Network
10880 Lin Page Place
St. Louis, Missouri 63132-1008
Attention: Bill Bosco
Facsimile: 314-919-4111

The County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Agreement.

13. ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

14. SURVIVAL

The following Paragraphs of this Agreement shall survive its expiration or termination for any reason: 1, 2, 8, 10, 11, 12, 13, and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

[Intentionally Left Blank]

AGREEMENT
BETWEEN COUNTY OF LOS ANGELES
AND
KEEFE COMMISSARY NETWORK

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its authorized officer, effective as of the date approved by such Board.

COUNTY OF LOS ANGELES

By _____
Chair, County of Los Angeles

ATTEST:
SACHI A. HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

By _____
Deputy

KEEFE COMMISSARY NETWORK
Contractor

Signed: _____
Printed: John Puricelli
Title: Executive Vice President, General Manager

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

By _____
Gary Gross
Principal Deputy County Counsel

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

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EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions (as used in this Exhibit A (Additional Terms and Conditions), this "Exhibit") have the meanings given to such terms in the base document of the Agreement.

1.0 SUBCONTRACTING

1.1 General

County has relied, in entering into the Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor except in accordance with the procedures set forth in this Paragraph 1.0 (Subcontracting). Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, except in accordance with the procedures set forth in this Paragraph 1.0 (Subcontracting), shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.

1.2 Procedure for Subcontracting

If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under the Agreement to any subcontractor, Contractor shall adhere to the following procedures.

1.2.1 Contractor shall notify the County Project Director of its desire to subcontract a portion of the Work, which notice shall include the reason for the proposed subcontract, and a description of the Work to be performed under the proposed subcontract.

1.2.2 The identity of such subcontractor and why such subcontractor was selected.

1.2.3 A certificate of insurance from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by the Agreement.

1.2.4 If the proposed Work is to be performed by a subcontractor, then in addition to the foregoing, Contractor shall provide:

i. A draft copy of the proposed subcontract. The material provisions of any approved subcontract between Contractor and a third party may be changed or amended, as applicable, only with the prior

written approval of the County Project Director, which approval shall not be unreasonably withheld; and

ii. Any other information and/or certifications reasonably requested by County.

The County Project Director will review Contractor's request to subcontract and determine, in his discretion, whether or not to consent to such request on an individual basis. Without limiting in any way County's prior approval rights, Contractor shall deliver to the County Project Director a fully executed copy of each subcontract entered into by Contractor pursuant to this Subparagraph 1.2.4, on or immediately after the effective date of the subcontract but in no event later than the date any Work is performed under the subcontract.

1.2.5 Contractor shall obtain an executed subcontractor Employee Acknowledgment and Confidentiality (see Exhibit F1 (Contractor's Employee Acknowledgement and Confidentiality Agreement)) for each of subcontractor's employees performing Work under the subcontract. Such Contracts shall be delivered to the County Project Director on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee commences performing Work under the subcontract.

1.3 Contractor Responsibilities.

1.3.1 Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Agreement, including the obligation properly to supervise, coordinate, and perform, all Work required hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County.

1.3.2 In the event that County consents to any subcontracting, such consent shall be subject to County's right to reject any and all subcontractor personnel providing services under such subcontract.

1.3.3 In the event that County consents to any subcontracting, Contractor shall cause the subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by and shall be deemed to have assumed and agreed to be bound by each and all of the provisions of the Agreement and any amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.

1.3.4 Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their

officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

2.0 DISPUTE RESOLUTION PROCEDURE

2.1 General

Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this Paragraph 2.0 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

2.2 Continued Work

Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, that the parties mutually determine should be delayed as a result of such dispute.

2.2.1 If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by the County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

2.2.2 If County fails to continue without delay to perform its responsibilities under the Agreement which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

2.3 Dispute Resolution Procedures

In the event of any dispute between the parties with respect to the Agreement, Contractor and County shall submit the matter as follows:

2.3.1 Contractor and County shall first submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.

2.3.2 If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.

2.3.3 If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president or chief operating officer and the Sheriff of the County of Los Angeles. These persons shall have five (5) Business Days to attempt to resolve the dispute.

2.3.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as provided by law.

2.4 Documentation of Dispute Resolution Procedures

All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in Subparagraph 2.3 (Dispute Resolution Procedures), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

2.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience), or Paragraph 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, or any other termination provision hereunder, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3.0 CONFIDENTIALITY

3.1 General

Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Agreement, in accordance with all applicable Federal, State, and local laws, regulations, ordinances, guidelines, and directives relating to confidentiality. Contractor shall inform all of its directors, officers, shareholders, employees, and agents providing services hereunder of the confidentiality provisions of the Agreement. Contractor shall provide to County an executed Contractor's Employee Acknowledgment and Confidentiality Agreement (Exhibit F1 to the Agreement) for each of its employees performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to whom Contractor discloses such confidential information.

3.2 Disclosure of Information.

3.2.1 With respect to any confidential information obtained by Contractor pursuant to the Agreement, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Agreement; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

3.2.2 Without limiting the generality of Subparagraph 3.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify the County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

3.3 Contractor Information

Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "proprietary" or "confidential." County shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as "proprietary" or "confidential." Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:

3.3.1 Any of Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;

3.3.2 Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and

3.3.3 Any materials indicating the volume, frequency and type of goods and services provided by Contractor, including, but not limited to use under Paragraph 25.0 (Resolicitation of Bids, Proposals, or Information).

3.4 Use of County Name

In recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under the Agreement within the following conditions:

3.4.1 Contractor shall develop all publicity material in a professional manner.

3.4.2 During the Term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County Project Director, which shall not be unreasonably withheld or delayed.

3.4.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this Subparagraph 3.4 (Use of County Name) (other than the requirements set forth in Subparagraph 3.4.2) shall apply.

3.4.4 Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.

3.5 Injunctive Relief

Contractor acknowledges that a breach by Contractor of this Paragraph 3.0 (Confidentiality) may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under the Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Paragraph 3.0 (Confidentiality).

4.0 TERMINATION FOR INSOLVENCY

4.1 County may terminate the Agreement immediately at any time following the occurrence of any of the following:

4.1.1 Contractor has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;

4.1.2 The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) days) regarding Contractor under the United States Bankruptcy Code;

4.1.3 The appointment of a receiver or trustee for Contractor; or

4.1.4 The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.

4.2 The rights and remedies of County provided in this Paragraph 4.0 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

4.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under the Agreement. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

5.0 TERMINATION FOR DEFAULT

5.1 Event of Default

County may, upon notice to Contractor, terminate the whole or any part of the Agreement if Contractor fails to perform or provide any Work within the times specified in the Agreement, or Contractor breaches or fails to perform or comply with any of the other provisions of the Agreement, including the applicable notice and cure periods, if any (if no cure period is specified in the Agreement, Contractor shall have ten (10) days following notice from the County Project Director specifying such breach or failure to cure prior to termination under this Paragraph 5.0 (Termination for Default), or such longer period as the County Project Director may authorize, in writing, but in no event shall the period, as extended by the County Project Director, exceed thirty (30) days), provided that nothing in this Subparagraph 5.1 shall in any way limit or modify any rights of County or obligations of Contractor relating to timely performance by Contractor as otherwise set forth in the Agreement.

5.2 Deemed Termination for Convenience

If, after County has given notice of termination under the provisions of this Paragraph 5.0 (Termination for Default), it is determined by County or otherwise that Contractor was not in default under the provisions of this Paragraph 5.0 (Termination for Default), or that the default was excusable or curable under the provisions of this Paragraph 5.0 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit except that no additional notice shall be required to effect such termination.

5.3 Completion of Work

Without limiting any of County's rights and remedies pursuant to the Agreement, upon the occurrence of any event giving rise to County's rights to terminate the Agreement, in whole or in part, pursuant to this Paragraph 5.0 (Termination for Default), County may, in lieu of such termination, (a) perform, or cause the performance of, any required correction, remedy and deficiency, replace any noncomplying Work, or take any other such action as may be reasonably required to promptly remedy such default, and (b) debit Contractor therefore at County's direct actual cost of outside labor and materials and County's burdened (including salary, employee benefits and reimbursement policies) rates for labor. Such debit shall be made against any amounts owed by County to Contractor under the Agreement. In the event County elects to proceed under this Subparagraph 5.3 (Completion of Work), any Work created, modified, or repaired by or at the direction of County shall be deemed Work under the Agreement.

6.0 TERMINATION FOR CONVENIENCE

6.1 Termination for Convenience

The Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for any reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after notice.

6.2 No Prejudice; Sole Remedy

Nothing in this Paragraph 6.0 (Termination for Convenience) is deemed to prejudice any right of Contractor to make a claim against the County in accordance with this Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Subparagraph 6.2 shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Paragraph 6.0 (Termination for Convenience) by County.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

7.1 County may, upon notice to Contractor, immediately terminate the right of Contractor to proceed under the Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

7.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to County Auditor-Controller's employee fraud hotline at (800) 544-6861.

7.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.0 TERMINATION FOR GRATUITIES

County may, by notice to Contractor, terminate the right of Contractor to proceed under the Agreement upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer, employee, or agent of County with

a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

9.0 EFFECT OF TERMINATION

9.1 Remedies

In the event that County terminates the Agreement in whole or in part as provided in Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience), Paragraph 7.0 (Termination for Improper Consideration), or Paragraph 8.0 (Termination for Gratuities), in each case, of this Exhibit, then:

9.1.1 Contractor shall (a) stop performing Work under the Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all completed Work and Work that is in process, in a media reasonably requested by County, (c) promptly transfer and deliver all items previously paid for by County, and (d) complete performance of such part of the Work as shall not have been terminated by such notice;

9.1.2 Unless County has terminated the Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs reasonably incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;

9.1.3 Contractor shall promptly return to County any and all of County's confidential information that relates to that portion of the Agreement or Work terminated by County;

9.1.4 Contractor shall tender promptly payment to County, and shall continue to tender payment for the duration, of any liquidated damages levied pursuant to Paragraph 11.0 (Liquidated Damages), of the Agreement, to the extent applicable; and

9.1.5 Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.

9.2 Transition Services

Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, including expiration, Contractor shall fully cooperate with County in the transition by County to a new Contractor, toward the end that there be no interruption of the Department's day to day operations due to the unavailability of the Work during such transition. Contractor agrees that if County terminates the Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit or Subparagraph 5.2 (Deemed Termination for Convenience) of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services determined in accordance with the rates specified in Attachment 16 (Pricing Schedule) to Exhibit B (Statement of Work) of the Agreement, in accordance with a transition plan to be agreed upon, in advance, by the County Project Director and the Contractor Project Director. Contractor further agrees that in the event that County terminates the Agreement for any other breach by Contractor, Contractor shall perform transition services at its own expense. In connection with the provision of any transition services pursuant to this Subparagraph 9.2 (Transition Services), Contractor shall provide to the County Project Director, on request by the County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

9.3 Remedies Not Exclusive

The rights and remedies of County set forth in this Paragraph 9.0 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

10.0 WARRANTY AGAINST CONTINGENT FEES

10.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

10.2 For breach of this warranty, County shall have the right to terminate the Agreement and, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

11.0 AUTHORIZATION WARRANTY

Contractor and the person executing the Agreement on behalf of Contractor hereby represent and warrant that the person executing the Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term,

condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

12.0 FURTHER WARRANTIES

Contractor represents, warrants and further covenants and agrees to the following:

12.1 Contractor bears the full risk of loss due to total or partial destruction of all or any part any goods acquired from Contractor, as applicable, until acceptance by the County.

12.2 At the time of delivery to and acceptance by County, all goods shall be new, in good working order, in conformity with manufacturer's published specifications and descriptions, and free from defects in workmanship and materials, as determined by County.

12.3 Contractor shall, in the performance of all Work, strictly comply with the descriptions and representations (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) as set forth in this Agreement, including the Statement of Work.

12.4 All Work shall be performed in a timely and professional manner by qualified personnel.

12.5 Contractor and each of its personnel performing Work hereunder have all permits, licenses, and certifications necessary to perform Contractor's obligations under the Agreement.

13.0 INDEMNIFICATION AND INSURANCE

13.1 Indemnification

Contractor shall indemnify, defend, and hold harmless County, its districts administered by County, and their elected and appointed officers, employees, and agents (the "County Indemnitees") from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting, attorney and other professional fees) in any way arising from, connected with, or related to Contractor's, Contractor's agents', employees', officers', directors', or shareholders' acts, errors or omissions. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 13.0 (Indemnification and Insurance) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County in writing, which approval shall not be unreasonably withheld or delayed. Contractor shall not, however, without County's prior written approval, accept any settlement, or enter a plea of guilty or *nolo contender*, to any charge or claim that results in other than

a monetary judgment against County Indemnitees, which monetary judgment shall not exceed Contractor's ability to pay and which shall be paid by Contractor.

13.2 General Insurance Requirements

Without limiting Contractor's obligations of indemnification and defense of County Indemnitees, Contractor shall provide and maintain at its own expense during the Term the following programs of insurance covering its operations under the Agreement, as specified in this Subparagraph 13.2 (General Insurance Requirements). Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County.

13.2.1 Evidence of Insurance

Certificates or other evidence of coverage satisfactory to the County's Risk Manager, and evidence of such programs satisfactory to County, shall be delivered to:

Karen Anderson, Contract Compliance Manager
Sheriff's Department Contracts Unit
4700 Ramona Boulevard, Room 214
Monterey Park, CA 91754-2169

on or before the execution of the Agreement by the Board. Such certificates or other evidence shall at a minimum:

(i) Specifically identify the Agreement;

(ii) Clearly evidence all coverages required in the Agreement;

(iii) Contain express conditions that County is to be given notice by registered mail at least thirty (30) days prior to any termination of any program of insurance, and, with respect to any modification of any program of insurance, at least thirty (30) days in advance or immediately following Contractor's first receipt of notice of modification in the event Contractor receives less than thirty (30) days advance notice of such modification;

(iv) Include copies of the additional insured endorsement to the commercial general liability policy, naming all County Indemnitees as insureds for all activities arising from the Agreement; and

(v) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County Indemnitees, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including expenses or fees, or both, related to investigations,

claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the state of California.

13.2.2 Insurer Financial Ratings

Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County's Risk Manager.

13.2.3 Insurance Programs

At a minimum, Contractor shall maintain during the Term programs of insurance which consists of:

(i) General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	$2,000,000
Products/Completed Operations Aggregate:	$1,000,000
Personal and Advertising Injury:	$1,000,000
Each Occurrence:	$1,000,000

(ii) Comprehensive auto liability insurance (written on an ISO policy form CA 00 01 or its equivalent) endorsed for owned, non-owned, and hired vehicles, or coverage for "any auto" with a limit of not less than one million dollars ($1,000,000) per accident.

(iii) Workers' compensation insurance in an amount and form required by the California Labor Code (or the labor code of any other applicable state), covering all persons for which Contractor is responsible and all risks to such persons under the Agreement. Such insurance shall include employer's liability coverage covering accident and disease. In respect of accident, the limit shall be no less than one million dollars ($1,000,000) per accident, and, in respect of disease, the policy limit shall be no less than one million dollars ($1,000,000) and one million dollars ($1,000,000 for each employee.

13.2.4 Notification of Incidents, Claims or Suits

Contractor shall report to County:

(i) Any accident or incident relating to services performed under the Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(ii) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under the Agreement. Such report shall be made in writing within twenty-four (24) hours of the earlier of service of process of such claim or lawsuit, or Contractor otherwise has knowledge of such claim or lawsuit.

(iii) Any injury to a Contractor staff member which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Project Director. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(iv) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of the Agreement. Such report shall be made in writing within twenty-four (24) hours of occurrence.

13.3 Failure to Procure and Maintain Insurance

Failure on the part of Contractor to procure and maintain all the required insurance shall constitute a material breach of the Agreement upon which County may terminate the Agreement pursuant to Paragraph 5.0 (Termination for Default) of this Exhibit and seek all remedies pursuant to Paragraph 9.0 (Effect of Termination) of this Exhibit, or alternatively, may purchase such required insurance coverage and debit Contractor pursuant to Subparagraph 5.3 (Completion of Work) of this Exhibit.

14.0 INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Subparagraph 13.1 (Indemnification) of this Exhibit, from and against any and all liability (alleged or actual), including damages, losses, costs, fees and other expenses (including defense costs and legal, accounting and other expert, consulting, attorney, or other professional fees), for or by reason of any actual or alleged infringement of any patent, copyright, trademark, or other proprietary rights of any third party, or any actual or alleged trade secret disclosure of misappropriation, arising from or related to the operation of the Work under the Agreement (collectively referred to as "Infringement Claims").

15.0 INTEND TO BE OMITTED

16.0 FORCE MAJEURE

Except with respect to defaults of any subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes,

or other similar acts to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Paragraph 16.0 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

17.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

17.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Contractors.

17.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with the County.

17.3 The County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (a) violated a term of a Contract, including this Agreement, with County or a nonprofit corporation created by County, (b) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (c) committed an act or offense which indicated a lack of business integrity or business honesty, or (d) made or submitted a false claim against County or any other public entity.

17.4 If there is evidence that the Contractor may be subject to debarment, the Sheriff's Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

17.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Sheriff's Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

17.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

17.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

17.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

17.9 These terms shall also apply to subcontractors of County Contractors.

18.0 COMPLIANCE WITH APPLICABLE LAW

Contractor's activities hereunder shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, and directives, and all provisions required thereby to be included in the Agreement are hereby incorporated herein by reference. Unless provided otherwise under the Agreement, Contractor shall have up to fifteen (15) days to correct any noncompliance with County rules, regulations, ordinances, guidelines, and directives following notice from County including written copies of such applicable rules, regulations, ordinances, guidelines and directives.

19.0 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses (including attorneys' fees) arising under any wage and hour law, including the Federal Fair Labor Standards Act for Work performed by Contractor's employees.

20.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

20.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO certification.

20.2 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

20.3 Contractor certifies and agrees that it will deal with its bidders, or vendors as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

20.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including:

20.4.1 Title VII, Civil Rights Act of 1964;

20.4.2 Section 504, Rehabilitation Act of 1973;

20.4.3 Age Discrimination Act of 1975;

20.4.4 Title IX, Education Amendments of 1973, as applicable; and

20.4.5 Title 43, part 17, Code of Federal Regulations, subparts a & b;

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agreement, or under any project, program, or activity supported by the Agreement.

20.5 Contractor shall, with reasonable notice and during regular business hours, allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 20.0 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Paragraph 20.0 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this Subparagraph 20.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to the Dispute Resolution Procedures.

20.6 The parties agree that if Contractor violates the anti-discrimination provisions of the Agreement, County shall, at its option, be entitled to the sum of five hundred dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating the Agreement.

21.0 NONDISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph 21.0 (Nondiscrimination in Services), discrimination in the provision of

services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and (e) treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

22.0 EMPLOYMENT ELIGIBILITY VERIFICATION

22.1 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 the Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended.

22.2 Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Subparagraph 13.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County 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 hereunder.

23.0 HIRING OF EMPLOYEES

Contractor and County agree that, during the Term and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or solicit any Project Director, Project Manager or other employee, of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (a) County has the right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency) of this Exhibit, (b) the Agreement is terminated by County due to Contractor's default pursuant to Paragraph 5.0 (Termination for Default) of this Exhibit, (c) without resolution acceptable to both parties, Contractor and County have followed the Dispute Resolution Procedures, or (d) Contractor either announces the withdrawal of support of, or otherwise no longer

provides services County deems essential to, the ongoing support of the Work as applicable.

24.0 CONFLICT OF INTEREST

24.1 No County employee whose position with County enables such employee to influence the award of the Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in the Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

24.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include identification of all persons implicated and a complete description of all relevant circumstances.

25.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION

25.1 Contractor acknowledges that, prior to the expiration or earlier termination of the Agreement, County, in its discretion, may exercise its right to invite bids, request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Agreement. County shall make the determination to re-solicit bids, request information, or request proposals in accordance with applicable County policies.

25.2 Contractor acknowledges that County, in its discretion, may enter into a contract for the future provision of goods and services, based upon the bids, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, request for information, or request for proposals by virtue of its present status as Contractor.

26.0 RESTRICTIONS ON LOBBYING

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County lobbyist ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County lobbyist ordinance shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement.

27.0 CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give reasonable consideration for any such employment openings to participants in County's Department of Public Social Services' greater avenues for independence (in this Paragraph, "GAIN") or general relief opportunity for work (in this Paragraph, "GROW") programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity.

28.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair such person's physical or mental performance.

29.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Exhibit or the Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's employees or suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor, for which County may immediately terminate this Agreement.

30.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L A's Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

The CSSD will maintain and periodically update the "L.A.'s Most Wanted: Delinquent Parents" list on the Internet. The list may be televised before and after Board meetings.

31.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

31.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

31.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served wage and earnings withholding orders or County's CSSD notices of wage and earnings assignment for child or spousal support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

31.3 Failure of Contractor to maintain compliance with the requirements set forth in this Paragraph 31.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 5.0 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

32.0 RECYCLED-CONTENT PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Agreement.

33.0 COMPLIANCE WITH JURY SERVICE PROGRAM

33.1 Jury Service Program

This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

33.2 Written Employee Jury Service Policy.

33.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that

Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

33.2.2 For purposes of this Paragraph 33.0 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by County, or (b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 33.0 (Compliance with Jury Service Program). The provisions of this Paragraph 33.0 (Compliance with Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

33.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Term and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" or that Contractor continues to qualify for an exception to the Jury Service Program.

33.2.4 Contractor's violation of this Paragraph 33.0 (Compliance with Jury Service Program) of this Exhibit may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement or bar Contractor from the award of

future County contracts for a period of time consistent with the seriousness of the breach.

34.0 BACKGROUND AND SECURITY INVESTIGATIONS

34.1 At any time prior to or during the Term, the County may require that all Contractor staff, subcontractors and agents of Contractor performing Work under this Agreement undergo and pass, to the satisfaction of the County, a Background and Security Investigation as a condition of beginning and continuing Work under this Agreement. County shall use its discretion in determining the method of Background and Security Investigation to be used, up to and including a County-performed fingerprint security clearance. The cost of the Investigations is the responsibility of the Contractor.

34.2 If any of the Contractor's staff, subcontractors or agents do not pass the Background and Security Investigation, the County may require that the individual immediately be removed from performing Work at any time during the Term. County will not provide to Contractor or to the individual any information obtained through the County's Background and Security Investigation.

34.3 County may immediately deny or terminate facility access to Contractor's staff, subcontractors or agents who do not pass such investigation(s) to the satisfaction of the County, or whose background or conduct is incompatible with County facility access, at the sole discretion of the County.

34.4 Disqualification, if any, of Contractor staff, subcontractors or agents pursuant to this Paragraph 34.0 shall not relieve Contractor of its obligations to complete all Work in accordance with the terms and conditions of this Agreement.

35.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor's prior notification to the County Project Director, for the purpose of executing Contractor's obligations hereunder. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by the County Project Director.

36.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

36.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made promptly after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

36.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs

shall be repaid by Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided at law or equity, or under the Agreement, County may deduct such costs from any amounts due to Contractor from County under the Agreement.

37.0 FEDERAL EARNED INCOME TAX CREDIT

Contractor shall notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

38.0 ASSIGNMENT BY CONTRACTOR

38.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against the County.

38.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

38.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

39.0 INDEPENDENT CONTRACTOR STATUS

39.1 The Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be

construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.

39.2 County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

39.3 Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, workers' compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Agreement.

39.4 Contractor shall provide to County an executed Contractor's Employee Acknowledgment and Confidentiality Agreement (Exhibit F1) for each of its employees performing Work under the Agreement. Such agreements shall be delivered to the County Project Director.

40.0 RECORDS AND AUDITS

40.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with Auditor-Controller's accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Paragraph 40.0 (Records and Audits), Contractor may require the non-County examiner or auditor, as the case may be, to execute a nondisclosure contract prior to any disclosure. The nondisclosure Contract shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, time cards and other employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located

outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.

40.2 If an audit is conducted of Contractor specifically regarding the Agreement by any Federal or State auditor, then Contractor shall file a copy of such audit report with County's Auditor Controller and the County Project Director within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Agreement.

40.3 If, at any time during or after the Term, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to the County Project Director and the Contractor Project Director. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of the County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County.

41.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees, and agents who perform services hereunder, shall obtain and maintain in effect during

the Term all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to Henry Yee, Manager, Sheriff's Department Contracts Unit, 4700 Ramona Boulevard, Monterey Park, CA 91754-2169.

42.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this Paragraph 42.0 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

43.0 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the Term, provide the same goods and substantially similar services and comparable commission structure under similar quantity, delivery, and other applicable terms and conditions to the State of California or any county, municipality, public agency, or district within California at prices below those set forth in the Agreement, then such lower prices shall be extended immediately to County.

44.0 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under the Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and performance standards of the Agreement. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement and corrective action measures taken by County and Contractor. If, following due cure and notice periods for any specified material breach, improvement does not occur consistent with the corrective action measures, County may terminate the Agreement or impose other penalties as specified in the Agreement.

45.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should Contractor require personnel in addition to those employed by Contractor on the Effective Date to perform the services set forth herein, Contractor shall give consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement. For this purpose, consideration shall mean that Contractor will interview qualified candidates. Prior to consideration being given by Contractor, County will refer such County employees by job category to Contractor. The above obligations do not apply to positions filled by: (a) third parties

who have subcontracted with Contractor to perform the services, or (b) Contractor's current employees.

46.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF CONTRACT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor under the Agreement, after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration or termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

47.0 SAFELY SURRENDERED BABY LAW

47.1 Notice to Employees

Contractor shall notify and provide to its employees residing in or working in the State of California, and shall require each subcontractor performing Work under this Agreement to notify and provide to its employees residing in or working in the State of California, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

47.2 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

48.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

The Contractor and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

49.0 PUBLIC RECORDS ACT

49.1 Any documents submitted by Contractor, all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records, pursuant to Paragraph 40.0 (Records and Audits) of this Agreement; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB)/Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid/proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

50.0 WAIVER

No waiver by County of any breach of any provision of the Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of the Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in the Agreement shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

51.0 GOVERNING LAW, JURISDICTION, AND VENUE

The Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to contracts made and to be performed within that state. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive Federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

52.0 SEVERABILITY

If any provision of the Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.

53.0 RIGHTS AND REMEDIES

The rights and remedies of County provided in any given Paragraph, as well as throughout the Agreement, including throughout this Exhibit, are non-exclusive and cumulative with any and all other rights and remedies under this Agreement, at law, or in equity.

54.0 FACSIMILE

Except for the parties initial signatures to the Agreement, which must be provided in "original" form, and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on change notices or in other correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

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INMATE COMMISSARY SERVICES

STATEMENT OF WORK

EXHIBIT B

EXHIBIT B

STATEMENT OF WORK
INMATE COMMISSARY SERVICES

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STATEMENT OF WORK
INMATE COMMISSARY SERVICES

I. GENERAL

1.0 Purpose

The Los Angeles County Sheriff's Department's (LASD) Commissary Services operation provides inmates with an opportunity to purchase a variety of commissary style goods from an independent contractor. The Commissary Services provides revenue to LASD for inmate educational programs and vocational training. The Commissary Services revenues are deposited in the Inmate Welfare Fund which funds Inmate programs and services which otherwise would be expended from County's General Fund.

2.0 Background / Operation / Project Requirements

In compliance with Title XV, and pursuant to Section 4025 of the California Penal Code, LASD provides Commissary Services to approximately 18,000 to 20,000 inmates housed at eight custody facilities (listed in Sub-section 3.0) throughout Los Angeles County. Commissary items shall be made available to inmates at reasonable convenience store pricing.

Inmates order commissary items once a week by filling out a machine scannable form and/or Kiosk menu indicating items and quantity ordered. All orders are processed and delivered by the next day after the scantron forms have been collected by the vendor. Orders placed using Kiosk devices are processed once a week per facility. Contractor shall use the menu items listed in Attachment 14 of the Agreement. In the event that an inmate is not present during delivery or has been moved since the time of order, the Contractor shall attempt a second delivery on or before the facility's next scheduled delivery date. Contractor shall provide a minimum of 60 Kiosks within the base term of the Agreement as stated in Appendix C. At the County's request, additional Kiosks may be negotiated with the Contractor to expand the inmates' ordering capabilities. The Kiosks must have future capabilities to add additional functionalities to the Kiosk system including but not limited to the following: connecting to other detention facility operations such as the ability to display inmate account balances, request medical services, counseling services, educational programs, obtain court dates, and identification card or bracelet scanning.

Contractor shall make available to friends and families of inmates, ordering of commissary items through the Contractor's web site. This internet ordering tool must be operational by the contract commencement date, and must meet the security standards and reporting requirements stated in Exhibit D to the Agreement.

Commissary orders shall be delivered Monday through Friday evenings between 5:30 p.m. to 10:30 p.m. on a pre-determined schedule.

The Sheriff's Department jail cashiering system allows an inmate to carry a negative balance which is an amount balance below $2.58. This negative balance could be created through distribution of Indigent Kits, Hygiene Maintenance Kits, indigent reading glasses or accessing services provided by County custody staff. Any deposits received at the time an inmate carries a negative balance, will be used to offset any negative balances to an inmate's account.

3.0 Custody Facilities

3.1 The facilities, except the Mira Loma Facility, are part of a "Cashless Jail Computer System" utilizing Syscon's Jail Information Management System (JIMS). Contractor must incur all costs of accessing JIMS to credit and debit the inmate's account.

3.2 County's custody facilities to be serviced by the Contractor are as follows:

Men's Central Jail (MCJ) 441 Bauchet Street Los Angeles, CA 90012	Twin Towers Correctional Facility (TTCF) 450 Bauchet Street Los Angeles, CA 90012
Pitchess Detention Center, North 29320 N. The Old Road Castaic, CA 91384	Pitchess Detention Center, North Annex 29310 N. The Old Road Castaic, CA 91384
Pitchess Detention Center, East 29310 N. The Old Road Castaic, CA 91384	North County Correctional Facility 29340 N. The Old Road Castaic, CA 91384
Century Regional Detention Facility 11705 S. Alameda St. Lynwood, CA 90262	Mira Loma Facility 45100 N. 60th West Lancaster, CA 93536

3.3 County, at the direction of the Sheriff, reserves the right to open and/or close a facility or partially curtail custody. Modifications to the Agreement based on such changes shall be done through a Change Order, and shall not affect the County percentage of revenue or any other term or condition of the Agreement.

4.0 Menu

4.1 Contractor and County shall meet within one week after the Effective Date of the Agreement and mutually agree upon the menu items, services, contents of Family Packs, and maximum order quantity per item.

4.1.1 The County shall determine, in its sole and exclusive authority, what items shall be available to various non-general population inmates, including but not limited to restricted, Pro-Per, disciplinary, medically ill and mentally ill populations. County will provide Contractor with those restrictions.

4.1.2 The agreed upon menu shall be executed by the County's Project Director and the Contractor's Project Director and shall be affixed as part of the original Agreement as Attachment 14 of this SOW. The initial commissary menu agreed upon by County and Contractor shall be firm for the first six months.

4.1.3 Thereafter any request for changes by the Contractor shall be reviewed by the County's Project Director. Any changes shall be executed by both the County Project Director with the concurrence of County Counsel and the Contractor Project Director, and a signed original by both Project Directors of the new commissary menu shall be delivered within one week to LASD's Contracts Unit to be affixed to the original Agreement and replace the preceding commissary menu.

4.1.4 The content of Hygiene Kits, Indigent Kits, Pro-Per Inmate Kits, Emergency Kits and County Gift Packs shall be determined and may be charged in the sole and exclusive authority of the County Project Director by giving written notice to the Contractor.

4.2 Notwithstanding Section 4.1, at least twenty percent (20%) of the approved food items on the menu shall be healthy alternative snacks, defined as items meeting the guidelines set forth in the Code of Federal Regulations, Title 21, Section 101.14, Subpart E. These items shall be identified by the healthy "♥" symbol on the menu provided to inmates.

4.3 Contractor will keep the County apprised of new products that are available for possible inclusion in the current commissary menu. All product additions or deletions must be approved as provided in Sub-section 4.1.3.

4.4 Notwithstanding anything stating otherwise in the Agreement, County has the sole and exclusive authority to require removal of any merchandise which the County determines to be inappropriate or a

safety or health risk. Such removal shall occur immediately and in no event shall take longer than 12 hours to implement.

4.5 Contractor shall make categories of commissary products available for purchase including, but not limited to, hygiene products, Pro-Per materials, stationery, food, over-the-counter drugs and postage stamps. The categories may change upon the request of the County to better classify and serve the inmates needs.

4.6 Contractor shall include Haircuts for inmates to purchase from the menu at a cost established by the County. The purpose of including haircut services as an item on the menu is to enable County to charge the inmate's account for this service through the commissary process. Contractor's receipt of purchase shall reflect the service, the inmate provides a purchase receipt to the inmate barbershop, and County will be responsible for providing the haircuts to the inmates.

4.7 Contractor shall ensure no product contain any:

- Alcohol
- Fresh fruit
- Bulk sugars greater than 1 oz. packs
- Dried fruit not contained in or baked into another product

4.8 County facilities are non-smoking. Therefore, Contractor shall not sell cigarettes or tobacco products.

II. COMMISSARY KITS AND PACKS

Contractor must ensure all packs and kits are delivered in clear, perforated, plastic bags with tamperproof seals that meet the standards stated in Sub-section 19.5 – Administrative Specifications. Menu item approval and update provisions for the kits and packs are stated in Sub-section 4.0.

5.0 Hygiene Maintenance Kits

5.1 The provisions of this Paragraph 5.1 apply to both Hygiene Maintenance Kits (SOW Sections 5.2 – 5.4) and Indigent Kits (SOW Section 6.0). An inmate is considered indigent if he/she has a balance of less than $2.58 on his/her account at the time of ordering. An indigent inmate is eligible to receive both an Indigent Kit and Hygiene Maintenance Kit by completing and submitting a menu order form, once a week as long as the inmate falls within the indigent inmate guidelines or is otherwise authorized by the County.

5.2 Hygiene Maintenance Kits shall be issued as a single unit and made available to the indigent inmates and shall include those items listed in Attachment 3 of this SOW (note the disposable single-edge razor specifications).

5.3 The Contractor shall not issue a Hygiene Maintenance Kit to an indigent inmate unless the commissary order form requesting a Hygiene Maintenance Kit has been completed.

5.4 Non-indigent inmates may not purchase a Hygiene Maintenance Kit. If a Non-indigent inmate attempts to order a Hygiene maintenance Kit, Contractor shall remove the Hygiene Maintenance Kit item from the order.

6.0 Indigent Kits

6.1 Contractor shall provide Indigent Kits, as specified in Attachment 4 of this SOW, to each inmate who qualifies as an indigent.

6.2 The Contractor shall not issue an Indigent Kit to an indigent inmate unless the commissary order form requesting an Indigent Kit has been completed.

6.3 A Non-indigent inmate is not eligible to obtain an Indigent Kit. If a Non-indigent inmate attempts to order an Indigent Kit, Contractor shall remove the Indigent Kit item from the order prior to delivery.

6.4 An indigent inmate is eligible to receive one (1) pair of reading glasses upon request, at no more than one (1) pair every 3 months.

7.0 Pro-Per Inmate Kits

7.1 An inmate is considered Pro-Per if he/she has been recognized by the Court as acting as his or her own legal counsel. Authorization for a Pro-Per inmate to order from the Pro-Per menu, as specified in Attachment 5 of this SOW, shall be determined by the County.

7.2 County will be responsible for notifying Contractor of an inmate's status as a Pro-Per.

7.3 Contractor shall provide the menu as specified in Attachment 5 to inmates who qualify as a Pro-Per which will be distributed to the inmates through the County's law library personnel.

7.4 Pro-Per Inmate orders shall not be generated unless the Court has approved and the County has identified the inmate as eligible under the Pro-Per guidelines.

7.5 Contractor shall debit Pro-Per orders from the inmate's Pro-Per account ("B" account). Pro-Per orders are excluded from the $135 spending limit.

7.6 Indigent inmates identified as Pro-Per may order by completing and submitting a menu order form, one (1) Pro-Per Inmate Kit per week.

8.0 Emergency Kits

8.1 The items to be included in each Emergency Kit, as specified in the Attachment 6 of this SOW, shall be selected by the County's Project Manager from the published commissary menu. These kits shall be modified or changed quarterly at the County's request.

8.2 At County Project Manager's request, Contractor shall supply Emergency Kits within 24 hours of emergency notification, to inmates as part of Contractor's bag and delivery services.

8.3 The Emergency Kits shall be supplied at no cost to the inmates, on emergent situations such as: labor disputes, natural disasters, facility maintenance/repair difficulties, or any long-term lock down.

8.3.1. Emergency Kits shall be subject to same dietary and housing restrictions dealing with special population as stated in Sub-section 4.1.1.

8.4 County's Project Manager shall authorize the delivery of Emergency Kits for a given facility. The kits shall only be delivered to inmates who have placed an initial order at a facility scheduled for delivery; however, due to an emergent situation at the facility, the initial order was undeliverable.

8.5 Emergency Kits shall not replace the inmate's initial order. Contractor shall be responsible for delivering the inmate's order upon the conclusion of the emergent situation or at County's discretion.

9.0 County Gift Packs

9.1 Contractor shall supply Gift Packs, at the County Project Manager's request, to the inmates as part of Contractor's bag and delivery services. The Gift Packs will be supplied to the inmates on designated holidays at no cost to the inmates. The County currently provides one gift pack per year to inmates during the winter holiday season.

9.2 The items to be included in this pack, as specified in Attachment 7 of this SOW, shall be selected by the County's Project Manager from the published commissary menu. These kits shall be modified or changed at the County's request.

9.3 Gift Packs for various Sheriff stations shall be delivered to Inmate Services Unit (ISU) for distribution. All Gift Packs shall include a message card provided by the County at no additional cost.

9.4 Delivery schedule of Gift Packs to the ISU and the inmates will be determined by the County.

10.0 Family Packs

10.1 The Family Packs shall be available for purchase by family members and friends for delivery to the inmates. These packs shall be available via Contractor's web-site pursuant to Section 31.0 (Electronic Payment and Website Ordering) and at the visitors' centers.

10.2 Purchases made via the Contractor's web-site and at the visitors' centers will count against the $135 spending limit.

10.3 Contractor may charge to purchaser a transaction fee not to exceed $2.00 for each internet order of the Family Pack.

11.0 Service Provider Gift Packs

11.1 Service Provider Gift Packs are used as an incentive or reward to those inmates for participation in programs. Contractor is responsible for the billing and collecting of all costs related to the Services Provider Gift Packs at no cost to the County.

11.2 The items to be included in this pack shall be selected from the Commissary Menu and shall be pre-approved by the County's Project Director as stated in Sub-section 4.0.

11.3 Service Providers must have pre-approval from the County Project Manager prior to ordering Service Provider Gift Packs from Contractor. Prior to Contractor distributing gift packs, documentation of all agreements and amendments between both parties must be approved by County Project Manager.

12.0 Surveys

12.1 Contractor shall issue an annual survey to determine inmate satisfaction with current services and solicit suggestions for new products.

12.2 Contractor shall obtain prior written approval from the County Project Manager on the content of the survey form before distributing the annual survey.

12.3 Contractor shall provide to County's Project Manager a survey result by the 15th business day from the deadline date of the surveys received by the Contractor.

12.3.1 The survey result shall include recommendations/solutions to problems that may occur and/or to increase efficiency.

13.0 Pre-Paid Telephone Cards

13.1 Contractor shall include pre-paid telephone cards as a product offered for sale and they shall be listed separately on the approved menu and the commissary order form.

13.2 Pre-paid telephone cards are not subject to State and local sales tax.

13.3 Contractor shall enter into an agreement with the telephone Contractor selected by the County whereby the commissary Contractor is paid a fixed fee for selling and distributing the pre-paid telephone card to the inmates. Currently, the telephone Contractor is selling cards to the commissary Contractor at face value. The commissary Contractor then adds their fee onto the face value of the card. For example, the telephone Contractor sells the card to the commissary Contractor for $10.00. The commissary Contractor sells the card to the inmate for $10.75. The card number is activated in the system at the time it is sold to the commissary Contractor. Under the new agreement, the telephone Contractor will sell the cards in denominations of $10.00 and $20.00 to the commissary Contractor under a NET 45 agreement, in essence, allowing the commissary Contractor the ability to have 45 days to pay the telephone Contractor for the cards. The commissary Contractor will then add a $0.75 handling fee to the $10.00 card making the total cost to the inmate $10.75 and a $0.75 handling fee to the $20.00 card making the total cost $20.75. County shall be listed in the contract as a third party beneficiary.

13.4 Contractor shall include $10 pre-paid telephone card as a menu item under the internet sales. The handling fee of $0.75 is applicable as stated in Section 13.3.

13.5 Contractor may sell to each inmate a maximum of two (2) pre-paid telephone cards per week not to exceed $40, plus the handling fee.

13.6 Contractor will provide the County's Project Manager a copy of the signed agreement with the Telephone Contractor along with any change notices or addendum throughout the term of this CONTRACT.

14.0 Pre-Paid Vending Machine Cards

14.1 Contractor shall include pre-paid vending machine cards as a product offered for sale and shall be listed separately on the approved menu and the commissary order form.

14.2 Pre-paid vending machine cards are sold in denominations of $10 and are not subject to State and local sales tax.

14.3 The Contractor will be required to enter into an agreement with the County's vending machine vendor. The Contractor may purchase the pre-paid vending machine cards from the County's vending machine vendor. It is the Contractor's responsibility to purchase, print and distribute the pre-paid vending cards. Contractor will sell and distribute pre-paid vending machine cards for face value. Contractor may include a handling fee for the pre-paid vending machine cards not to exceed $0.50 per card. This agreement between the commissary Contractor and the vending machine Contractor will be independent of any agreement with the County, and it must be executed prior to the Contractor begin provide services under this contract. Vending machine Contractor must have pre-approval from the County Project Manager to negotiate with the Contractor for the sale and distribution of pre-paid vending machine cards.

Contractor will sell a maximum of two (2) pre-paid vending machine cards per week to the inmates not to exceed $20, plus the handling fee.

14.4 County shall be listed in the contract as a third party beneficiary. Prior to Contractor distributing the pre-paid vending machine cards, documentation of all agreements between both parties must be reviewed by County Project Manager and shall be reviewed yearly.

14.5 Contractor shall provide the County's Project Manager a copy of the signed agreement with the Vending Machine Contractor along with any change notices or addendum throughout the term of this CONTRACT.

III. BILLING AND PAYMENT

15.0 Pricing

15.1 At all times during the Agreement Term, prices of items shall not exceed 2% above the local convenience store retail prices for the new items presented to County by the Contractor, with exceptions of kits and packs listed in Section 15.7 of this section. Convenience stores and/or full-service grocery stores shall be used as the basis for the pricing of new menu items. The items listed in Attachment 14 executed by the

Effective Date shall serve as the agreed upon minimum base pricing.

15.1.1 A comparison of retail prices from any three local convenience stores and/or full-service grocery stores, subject to the County Project Manager's approval, located within 12 miles of the Men's Central Jail located in Los Angeles.

15.1.2 Contractor shall provide the store locations, date of survey, items and price comparison.

15.1.3 A manufacturer's price increase letter and/or market analysis.

15.1.4 The final price list shall be signed by the County's Project Director and the Contractor's Project Director, and the list shall become a part of the Agreement. Annually, the Contractor will be permitted to update the price list to reflect then-current convenience store pricing.

15.2 Postage stamped envelopes and postage stamps shall not be subject to State and local sales tax. Therefore, Contractor shall sell these items at face value. If the postage cost adjusts per the Federal guideline, the Contractor shall be authorized to adjust the cost of postage to reflect the change.

15.3 Within one week after the meeting indicated in Section 4.1 (Menu) of the Statement of Work, Contractor shall provide County proof of the retail price for the new items presented to the County by the Contractor, as indicated in Sections 15.1.1, 15.1.2 and 15.1.3. The price at which each new item will be sold shall be memorialized in Attachment 14 of this Statement of Work and shall be executed by County's Project Director and Contractor's Project Director. These prices shall remain firm and fixed for one year from the date of execution of Attachment 14.

15.4 At the end of one year after the Initial Attachment 14 is executed, and annually thereafter, Contractor may submit to the County an updated retail price list of items, proof of the retail price comparisons as indicated in Sections 15.1.1, 15.1.2 and 15.1.3, and Contractor's proposed new sale price within the requirements of Sections 15.1 and 15.7. Upon verification of compliance with Sections 15.1 and 15.7, the County Project Director and Contractor Project Director shall execute and amend Attachment 14 which shall replace the prior Attachment 14.

15.5 Attachment 14 may be amended with a revised Attachment 14 that is executed by the County Project Director, with the concurrence of the County Counsel, and Contractor Project Director, to reflect changes to the menu authorized by Section 4.0 (Menu).

15.6 The price of each kit and pack described in Sections 10.0 and 11.0 of the Statement of Work and Exhibits 8 and 9 of this Statement of Work shall equal the combined total price of each individual item as stated in Attachment 14 of this Statement of Work.

15.7 At all times during the Agreement Term, prices for items sold in the Hygiene Maintenance Kit, Indigent Kit, Emergency Kit, County Gift Pack and Pro-Per Inmate Kit shall not exceed 3% of the Wholesale price.

15.7.1 Within one week after the meeting indicated in Section 4.1 (Menu) of the Statement of Work, Contractor shall provide County proof of the Wholesale Price of each item for the Hygiene Maintenance Kit, Indigent Kit, Emergency Kit, County Gift Pack and Pro-Per Inmate Kit, and the price at which each item will be sold during the first year of the Agreement within the requirements of Sections 15.1 and 15.7. The price at which each item will be sold shall be memorialized in Attachment 14 of this Statement of Work in a separate pricing section specifically for the kits and packs listed in Section 15.7, and shall be executed by County's Project Director and Contractor's Project Director. These prices shall remain firm and fixed for one year from the date of execution of Attachment 14.

15.7.2 At the end of one year after the Initial Attachment 14 is executed, and annually thereafter, Contractor may submit to the County a revised Wholesale Price list of items, proof of the Wholesale Price, and Contractor's proposed new sale price within the requirements of Sections 15.1 and 15.7. Upon verification of compliance with Sections 15.1 and 15.7, the County Project Director and Contractor Project Director shall execute and amend Attachment 14 which shall replace the prior Attachment 14.

16.0 Billing

16.1 All costs involved in the creation and distribution of the Hygiene Maintenance Kits, Indigent Kits, Emergency Kits, County Gift Packs, and Pro-Per Inmate Kits shall be borne by the Contractor. The County shall be billed for these kits at the cost established in Section 15.0 (Pricing) and Attachment 14. Labor costs utilized in the distribution of these kits shall be borne by the Contractor.

16.2 Haircuts

Labor and equipment utilized for this service shall be borne by the County. The cost of the haircuts shall be determined by the County.

IV. ORDERING AND DELIVERIES

17.0 Ordering Specifications

17.1 Contractor shall provide Commissary Services to inmates at least once weekly.

17.2 Contractor shall supply all commissary order forms and/or provide fully operational Kiosks, at no cost to County. Order forms and Kiosks shall contain only those items on Attachment 14 to this Statement of Work.

17.3 Contractor shall be responsible for the printing of the commissary menus.

17.4 Contractor shall not allow inmates to purchase more than a one hundred and thirty-five dollars ($135) of commissary purchase per week including pre-paid vending and telephone cards, internet sales and Family Packs, excluding Pro-Per sales. County will give written notice to Contractor of any change in the commissary dollar limit and modify the Agreement through a Change Order.

17.4.1 All orders delivered to the inmates shall include the appropriate sales tax.

17.5 Contractor shall notify the County's Project Manager within 24 hours when a 20% weekly increase or decrease in sales occurs in any housing location.

17.6 Contractor shall be available Monday through Friday between 8:00 a.m. and 10:30 p.m. in addition to a 24 hour message and fax system for service calls.

17.7 LASD staff shall collect inmate order forms and provide them to Contractor at locations without Kiosks.

17.8 Contractor shall keep a sufficient supply of order forms on hand at all times in the event the Kiosks system fails or becomes non-functional.

17.9 Contractor shall verify that each inmate has properly filled out the order form. Contractor shall then process the order forms through a scanning or similar upload interface process (for Kiosk orders) that is compatible with LASD's Jail Information Management System (JIMS).

17.10 Unsigned order forms shall not be filled by Contractor. Orders placed on the Kiosk system shall be honored and processed.

17.11 Contractor's Kiosk system shall allow inmates to revise orders placed on Kiosk system until the order has been downloaded and processed by Contractor for delivery.

18.0 Delivery Specifications

18.1 Contractor shall deliver orders to inmates by the next day from the time Contractor receives the order as provided in Section 17.7 and as downloaded from the Kiosks. Entries into the Kiosk system shall be stored and capable of being updated until downloaded. Download shall occur the day prior to facility's delivery date.

18.2 Delivery shall occur between Monday through Friday evenings between 5:30 p.m. to 10:30 p.m., or as mutually agreed upon by both the County and the Contractor.

18.2.1 Holiday Schedule: Contractor may adjust commissary orders and delivery schedules to accommodate the following seven (7) national holidays, if necessary:

- New Year's Day – January 1st
- Memorial Day – Last Monday in May
- Independence Day – July 4th
- Labor Day – 1st Monday in September
- Thanksgiving – 4th Thursday in November
- Friday following Thanksgiving – 4th Friday in November
- Christmas – December 25th

18.3 Contractor shall have a plan approved by the County's Project Manager by the date of the meeting in Section 4.0 (Menu), including but not limited to retrieving and processing the orders, and delivering Commissary Services to custody facilities located 15-78 miles apart with below estimated inmate population based on the agreed delivery schedule. The final plan shall be affixed as Attachment 15 to the Statement of Work.

Custody Location	Estimated Inmate Population
Men's Central Jail	4,800
Twin Towers Correctional Facility	4,000
Century Regional Detention Facility	2,200
North County Correctional Facility	3,900
Pitchess Detention Center - East	1,900

Pitchess Detention Center - North	1,600
Pitchess Detention Center-North Annex	1,000
Mira Loma Facility	1,000

18.4 Modifications to the delivery schedule shall not be made without the written authorization of the County's Project Manager and the Contractor's Project Manager and executed through a Change Order. In case of a lockdown or unexpected emergency, County reserves the right to make minor modifications to the delivery schedule for the specific custody facility without the required Change Order.

18.5 Contractor shall attempt a second delivery of ordered items to inmates who were not able to receive the original delivery attempt due to administrative actions, lockdowns, or unexpected emergencies. Contractor shall attempt a secondary delivery on or before the facility's next scheduled delivery date.

18.6 County Project Manager or designee shall make timely notifications to the Contractor of any administrative actions, lockdowns, or unexpected emergencies which may affect Contractor's ability to make deliveries to the designated custody facilities.

18.7 An inmate wristband or identification card that is properly attached with the inmate's booking number shall be recognized by the Contractor as identification when distributing commissary orders.

18.8 Contractor shall ensure all products ordered by inmates are delivered to the properly identified inmate.

18.9 When an inmate has been relocated to another County facility at the time of a commissary delivery, and is still in custody, it is the Contractor's responsibility to deliver the inmate's order to the inmate at that facility and ensure that products to relocated inmates do not have an expired "sell-by" date.

18.10 Orders not delivered shall be retained by the Contractor. No unclaimed orders will be allowed to be left in any custody housing unit with the exception of inmates who are temporarily unavailable due to court appearance or medical treatment, in which case Contractor shall proceed under Sub-section 18.14.

18.11 If an inmate has been released from the custody of the Sheriff's Department, the Contractor shall deliver the undelivered items to the inmate(s) or refund the cost of the items sold to the inmates as specified in Sub-section 20.0. The Contractor shall incur all costs on charge

backs and restocking fees for all non-sale transactions/undeliverables, and fraudulent payments.

18.12 Contractor shall maintain an Average Order Delivery Rate of 95% or better, to start no later than 60 days after the Commencement Date of the Agreement. After the initial 60 day startup period, Contractor shall maintain an average order fill rate of 95% or better throughout the term of the Agreement. Failure to maintain a minimum of 95% average fill rate during any six-month period may be cause for termination.

18.13 Contractor shall provide management supervision to oversee the delivery of orders. Contractor's supervisor shall be available to the custody command staff at all times during the commissary distribution.

18.14 Contractor's employees shall handle all distribution of commissary orders. In the event the inmate is temporarily unavailable as stated in Sub-section 18.10, the County may choose to allow the Contractor to submit the commissary order to the County's custody facility Title XV Coordinator for delivery to the inmate. The County will supply the Contractor with the contact information for the facility Title XV Coordinator.

18.15 Contractor must ensure all commissary menu items leaving Contractor's facility are locked and secured prior to delivery to the designated facility.

18.15.1 Contractor shall have a plan outlining the provisions ensuring a secured delivery of all products to the designated facilities. This plan must meet with the County Project Director's approval similar to or better than the desired process for shipping and receiving orders listed below:

Contractor shall provide the County with a tamper-proof locking device and propose a tamper-proof method to secure all truck deliveries to the County facilities.

V. ADMINISTRATIVE

19.0 Administrative Specifications

19.1 Contractor shall provide secured locked carts and/or bins required for the delivery of orders.

19.2 In the event that the Contractor distributes commissary items to the wrong inmate, the Contractor shall take immediate corrective action to either credit the inmate's account or redeliver the order. Any expense

related to such erroneous delivery shall be the sole responsibility of the Contractor, and shall not reduce the revenue to the County.

19.3 Method of inmate orders delivery is to be determined based on the security measures of the facility and the approval of the facility Captain. Deliveries will be coordinated with County's custody facility staff.

19.4 Commissary orders shall be grouped and boxed and/or carted according to inmate housing units. Carts or boxes shall be clearly marked to reflect the name of the housing unit. Orders for inmates of different housing units shall not be combined into the same cart or box. Contractor shall establish procedures for collection and removal of carts or boxes used to group commissary orders.

19.5 Contractor shall deliver individual inmate commissary packs and kits orders in clear, perforated, vented plastic bags with tamperproof seals. The bag shall have a maximum dimension of 20" x 17" x 28" which includes the tamperproof seal and shall have holes punched randomly ensuring no liquid can be stored within the bag, or Contractor shall use another tamperproof method approved by the County's Project Manager. The wall construction of the bag shall be no less than .002 inches clear poly film.

19.6 Contractor shall include a copy of the order receipt sealed within the bag. The order receipt shall be positioned in the bag so that the inmate's name and booking number are clearly visible from the outside of the bag. Contractor shall include the following information on the order receipt:

- Inmate Name
- Inmate Booking Number
- Inmate Housing Location
- Items and Quantities Ordered
- Total Purchase Amount
- Beginning Account Balance
- Ending Account Balance

19.7 Contractor shall maintain copies of the order receipts in compliance with Agreement Exhibit A, Additional Terms and Conditions, Sub-section 40.0 (Records and Audits).

19.8 Prior to delivery of telephone and vending cards to the inmates, Contractor shall ensure any confidential information, including but not limited to the card pin number, is not compromised.

19.9 Contractor shall ensure inmate's booking number and name are printed on all pre-paid cards, ordered by the respective inmate.

19.10 Contractor shall obtain inmate's signature on inmate's invoice or other approval verification to acknowledge that the inmate has received the correct commissary order. Inmate's invoice shall have, but not be limited to, the following information: inmate name, booking number, housing unit, invoice number, ordered items (quantity, item description, unit price, total cost), and inmate's account balance.

19.11 Contractor shall sell and deliver only those food items which are individually dated and packaged for individual consumption.

19.12 All Contractor's products shall have an expiration or "sell by" date at least seven (7) days after the delivery date.

19.13 Plastic and metal containers shall be made of non-breakable materials. Contractor shall ensure all plastic containers are made of clear plastic.

19.14 Contractor shall immediately notify the County Project Manager if a product is out of stock for more than five business days. Contractor will provide the following information to the County:

Item Number
Item Description
Reason product is out of stock
Anticipated product arrival date

19.15 All purchases delivered to inmates shall be free of Contraband as defined in Agreement Section 2.15.

19.16 On-Site Disputes: The on-duty Watch Commander shall have the final decision regarding any on-site disputes arising between custody staff and Contractor's employees. The on-duty Watch Commander shall notify the County's Project Manager and the Contractor of the issue and resolution of the dispute within one business day. Any issues that may be subject of on-going disputes shall be resolved through the dispute resolution process as stated in the Additional Terms and Conditions of the Agreement, Sub-section 2.0 – Dispute Resolution Procedure.

20.0 Damages and Refunds

20.1 Contractor shall handle refunds of damaged or non-deliverable items due to an inmate being moved or released. This refund process must be approved by the County's Project Manager.

20.2 Contractor shall be responsible for providing refunds or arranging order delivery to inmates who have been released from confinement prior to receiving their order within fourteen (14) days of release without any charge to the County.

20.3 Contractor shall issue a refund to the inmate's account within 48 hours of notification when:

a) An inmate is placed in disciplinary or administrative lockdown prior to receiving a commissary order.

b) Ordered commissary items are damaged or missing prior to items being delivered to the inmate.

c) Ordered commissary items were missing or not delivered.

21.0 Inmate Complaints

21.1 Contractor shall respond to all inmate grievances of Commissary Services within 24 hours of receipt.

21.2 Contractor shall provide a monthly line report with synopsis of the types of complaints, location and resolution. County Project Manager shall be provided with a copy of the resolution upon request.

21.3 Contractor shall provide a 24-hour fax number or e-mail address for custody facilities to forward any complaints to Contractor.

21.4 Contractor shall maintain copies of the complaint forms on file in compliance with Agreement Exhibit A, Sub-section 40.0 (Records and Audits).

22.0 Inventory

22.1 Contractor shall be responsible for purchasing and receiving all commodities necessary for commissary operations. The Contractor shall be responsible for ordering, receiving, storing, and accounting for all commissary commodities.

22.2 Contractor shall retain all inventory stock offsite and shall be responsible for its inventory maintenance and control.

22.3 Contractor shall maintain sufficient inventory levels at Contractor's location to maintain a Back Order Rate not to exceed 2%.

22.4 Contractor shall be responsible for Restocking returned goods that were not delivered.

22.5 County will provide a temporary Staging Area in all facilities for the Contractor. The Staging Area can be used by the Contractor to temporarily unload locked delivery carts prior to inmate delivery.

Contractor shall assume all responsibility for inventory stored in the Staging Areas provided by the County.

22.6 County shall not be responsible for any losses and/or damages suffered by the Contractor related to failure to maintain appropriate inventory controls. In addition, the County shall not be responsible for any losses suffered by Contractor and or Contractor's employees related to property destruction by inmates, fire, theft, floods, insects or rodents.

22.7 Upon expiration or termination of Agreement, Contractor shall remove all inventories of goods and equipment from County property.

23.0 Administration

23.1 Within one week of the Effective Date, Contractor Project Director and Project Manager and County Project Director and Project Manager shall meet to formulate a transition plan to transition services from the prior vendor to the Contractor. The transition plan shall be reduced to writing.

23.2 Upon completion and, where required, execution of the Exhibits required under the Statement of Work, including but not limited to Section 4.0 (Menu) and Section 15.0 (Pricing) and the various kits and packs, and such other documents as may require creation and/or execution under the terms of the Agreement, County shall issue to Contractor a Notice to Proceed, at which point the transition plan stated in Section 23.1 shall commence.

23.3 Contractor Project Manager or designee shall be required to attend monthly meetings and other meetings deemed necessary by the County Project Manager.

24.0 Personnel

24.1 Personnel assigned by Contractor to perform under this Agreement shall wear appropriate clothing/uniform which is clearly labeled with the Contractor's name and/or logo on the front and/or backside of each uniformed shirt. Supervisor clothing or uniform shall be readily identifiable and distinguishable from the delivery staff. Refer to Attachment 10 of this SOW regarding the Grooming and Dress Standards.

24.2 Personnel assigned by Contractor to perform under this Agreement shall at all times have on their person a photo identification card issued by the Contractor which will include the person's name, physical description and identification number. Identifications shall be presented upon request by custody personnel.

24.3 A valid California Driver's License or California Identification Card is required to be exchanged for entry to the County facility.

24.4 Contractor staff shall be required to attend the 4-hour Jail Orientation class prior to the commissary delivery assignment. This Jail Orientation class is an organized training session scheduled and conducted by Sheriff's Department personnel. This is a four-hour session covering such topics as jail security, ethics, fraternization, respect based leadership, and the safety of both inmates and jail visitors. Contractor shall be responsible for any associated costs.

24.4.1 Any new personnel will be required to attend the 4-hour Jail Orientation class prior to the commissary delivery assignment.

24.5 Contractor staff must complete the Los Angeles County Sheriff's Department Entry Application, Attachment 1 of this SOW, for Custody Facilities application form and obtain approval from the County before commencing work.

24.6 Contractor staff shall not engage in any political activities as defined in Attachment 11 (Political Activity).

24.7 Contractor staff shall be in compliance with the Los Angeles County Sheriff's Department's Photography and/or Press Relations policy as stated in Attachment 2 of this SOW.

25.0 Security

25.1 County shall maintain the final authority on all security issues.

25.2 Contractor shall notify County immediately if Contractor becomes aware that a Contractor employee is involved in any activity which would jeopardize the security of the custody facility and/or impact the security clearance of the employee.

If a Contractor's employee is refused entry or removed from a custody facility, Contractor shall inform County's Project Manager in writing by the next business day.

25.3 Contractor shall exercise security measures consistent with the nature of the custody facilities. Copies of background, financial and drug check applications for Contractor's employees performing under this Contract shall be made available to the County upon request.

25.4 Contractor's employees shall be issued a Custody Identification Card which will permit entrance to the specific custody facility as stated in Sub-section 25.3. Identification cards shall be displayed at all times.

Any lost or stolen cards must be immediately reported by the Contractor's employee to the on-duty Watch Commander and the onsite Contractor supervisor. Contractor's Project Manager shall provide a written notification to the County's Project Manager of any lost or stolen cards. The Contractor's employees shall be responsible for returning their Custody Identification Cards prior to leaving the custody facility. All identification cards are the sole property of the County.

25.5 Contractor's employees shall be responsible for submitting an itemized tool roster to the facility's entry control station upon entry to the facility for all Essential Tools. Contractor's employees shall secure all Essential Tools and personal items. All Essential Tools shall be labeled and numbered and be kept in a lockable container, subject to approval of and possible inspection by County personnel, when brought into the facility. Under no circumstances shall any Essential Tools be left unattended once brought inside the custody facility. Unattended tools shall be confiscated by County personnel. Any missing tools, keys, equipment, or any other items, are to be reported immediately to the on-duty Watch Commander. Personal items shall be in compliance with #3-01/090.00 of the Custody Manual, refer to Attachment 12 of this SOW regarding Security of Personal Property.

The Unit Commander has the final authority to determine what personal property is allowed within the facility.

25.6 Contractor's employees, vehicles, workplace and equipment shall be subject to search and inspection by County without notice and at any time while on County property.

25.7 During lockdown situations, the County's Project Manager may elect to modify or postpone Commissary Services. Prior notifications of lockdown(s) will be given to Contractor whenever possible.

25.8 In an emergency situation, County's staff takes supervisory precedence over Contractor's employees.

25.9 Contractor shall provide at its business location constant supervision and surveillance cameras at every process of the Commissary Services (i.e. production line, delivery carts locked and stored, etc.) to ensure that no Contraband is placed in an inmate's order. Surveillance camera tapes and/or digital records shall be maintained for 60 days and be available to County's Project Manager or designee, upon request, at no cost to the County.

26.0 Contractor Conduct

Contractor and Contractor's employees shall adhere to the following:

26.1 Contractor's employees shall not engage in any communication or interaction with any inmate except as required to provide services under this Agreement. Specifically, staff members shall not accept for themselves or anyone else, any personal (tangible or intangible) gift, favor, or service, from an inmate or from an inmate's family or associates, no matter how trivial the gift or service may seem. The Contractor shall be required to make an immediate notification to the specific custody facility Watch Commander and the County's Project Manager of any violation of these restrictions. In addition, no staff shall give any gifts, favors or services to inmates, their families or associates.

26.2 Contractor's employees shall not display favoritism to or preferential treatment of one inmate or group of inmates over any other.

26.3 Contractor's employees shall not have outside contact (other than incidental contact) with an inmate being served, or their family or close associates, except as required to provide services under this Agreement.

26.4 Contractor's employees shall not enter into any business relationship with inmates or their families or associates (example – selling, buying or trading personal property) or personally employ them in any capacity.

26.5 Contractor's employees shall be required to make an immediate notification to the specific custody facility Watch Commander upon the discovery of family members, friends or associates in custody.

26.6 Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be closely scrutinized. Any failure of the Contractor to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Contractor to appropriate action, up to and including terminating the Agreement.

26.7 Contractor shall report any incident requiring investigation by the Contractor in writing to the County's Project Manager, within 24 hours of the Contractor's knowledge of the incident.

26.8 The County reserves the right to deny or suspend Contractor's employees access to any County facility if found to have violated the provisions of this section.

27.0 Equipment

27.1 Contractor shall provide any necessary scanning and/or technology equipment for interfacing with the Inmate Trust Accounting Applications (ITA) Jail Information Management System (JIMS) at no cost to the County.

27.2 Contractor's Kiosk touch screen computer technology for the Inmate Commissary order processing shall interface with the ITA and shall have connectivity to other custody facility operations such as inmate account balances, medical, counseling, educational programs, and court date.

27.3 Contractor shall provide all equipment (including Kiosk devices) needed to operate Commissary Services, maintenances, and upgrades at County's request at no cost to the County. Such equipment shall remain the property of the Contractor at Agreement termination, and any cost relating to the removal of such equipment shall be borne by the Contractor. All premises wiring systems installed by the Contractor shall be in accordance with the National Electrical Code and the County's Commercial Building Telecommunications Wiring Standard 902. All premises wiring system installed by the Contractor shall be concealed or installed in metal conduit, and shall remain the property of the County.

27.4 Contractor shall maintain the installed Kiosks for transactions within the Los Angeles County jail facilities. County will provide existing electrical outlets and pay for all necessary utilities with the exceptions of telephone connections for telephone service, computer system modems, and other electronic equipment utilizing telephone lines for transmission of digital data. In the event that Contractor requires upgrade of electrical power for certain types of Kiosk equipment, County will upgrade the power capability in affected County jail facilities; however, these upgrades will only be completed as the necessary funding becomes available on a case-by-case basis. The County Project Manager shall have the sole discretion to determine the locations and the priority of such upgrades.

Contractor waives any and all claims against County for compensation for loss or damage caused by defect, deficiency, or impairment of any utility system, drainage, or wire serving the Contractor's premises and equipment.

27.4.1 All installations of Kiosk equipment in County jail facilities shall be made in a manner approved by the County Project Manager. Any devices or installations of security equipment designed for the purpose of protecting Kiosks from theft, vandalism, or burglary shall be provided by Contractor at its own expense and be

subjected to the prior written approval of the County Project Manager.

27.4.2 All Kiosk equipment installations shall be accomplished without alteration of approved Sheriff's jail facility locations, unless written consent is first obtained from the County Project Manager. All Kiosk equipment must be approved by the County Project Manager prior to installation. County reserves the right to change or cancel a previously approved installation location, and Contractor shall either relocate or remove the affected Kiosk equipment as required within seven (7) calendar days of notice from the County Project Manager. Contractor shall assume all costs of installations other than with respect to utility connections which shall be provided by the County.

27.4.3 Contractor shall reimburse County for any and all damage to the public jail facility buildings arising out of the installation, relocation, and/or removal of Kiosk machines and equipment therein. It will be the Contractor's responsibility to remove any Kiosk equipment at the end of the Agreement Term at no expense to the County.

27.4.4 Contractor shall designate a qualified Project Manager to be on call and liaison directly to the County Project Manager and the Sheriff's Data Systems Bureau for all matters relating to the proper and effective function of Contractor's Kiosk system connection to Sheriff's business systems.

27.5 Contractor shall provide an operational Kiosk demonstration and obtain County's approval prior to any Kiosk installations.

27.6 Contractor shall provide initially twenty-five (25) microwave ovens at specific custody housing locations to be specified by the County's Project Manager within fifteen (15) working days from the Agreement Commencement date. The model and make of the microwave oven(s) shall be approved by the County's Project Manager prior to installation. The minimum specifications for the microwave oven(s) will be approved by the County Project Director.

27.7 County shall not be held liable for any damages to the Kiosks and equipment provided by the Contractor as a result of vandalism, riots, negligent, reckless or intentional acts, and/or natural or unnatural causes while the Kiosks and equipment are on the County property. Contractor shall be responsible for all service, maintenance, damage, and repair of the kiosks up to the point of connection.

27.8 Contractor shall provide Repair and Maintenance and/or replacement of all equipment used by Contractor to ensure no disruption in commissary operations under the terms of this Agreement. If equipment fails prior to the completion of a commissary order(s), unless due to the County's system malfunction, Contractor shall ensure the proper scanning and accountability of the inmate order(s) within 24 hours of the notification received by the Contractor.

27.9 Contractor may subcontract, at County's request and approval, for any work related to the planning and installation of equipment required under this Agreement. The funding for the subcontracting work may be deducted from the County's commissary commissions upon County Project Director's approval via a Change Order.

28.0 Emergency Response And Response Time To System Outages

28.1 Contractor shall provide 24-hour on-call technical staff in resolving system problems or outages for all Commissary Services equipment. The required response time must be within 24 hours from the time notification was received by the Contractor.

28.2 Contractor shall notify County Project Director or designee of any routine downtime via email or during normal business hours and any emergent downtime by telephone immediately.

28.3 Contractor shall be required to manage and coordinate recovery operations for any Commissary Services equipment system problems or outages, and also prepare reports for management describing the problem and corrective action taken.

Following a major system problem or outage, the Contractor shall continue to monitor systems or equipment impacted for 72 hours to ensure that the problem is completely resolved prior to closing the system problem report.

29.0 Reports

29.1 Contractor shall submit a monthly accounting report to the County's Project Manager by the 10th business day of each month. The report shall include, but not be limited to, the quantity of Indigent Kits, Gift Packs, Hygiene Maintenance Kits, haircuts, Pro-Per sales, a listing sorted by inmate name, of all items delivered in the order. As a minimum, each listing sorted by inmate name shall include inmate's name, booking number, product ID, product description, quantity delivered, unit price, total sales tax, and total price.

29.2 Contractor shall provide the following monthly reports to the County's Project Manager by the 10th business day of each month.

29.2.1 Weekly Commissary Delivery Summary Report: Sorted by week and facility showing the following, but not limited to: date, period covered, facility, total sales (i.e. telephone cards, stamps, haircuts, Indigent Kit, Hygiene Maintenance Kit, and/or vending machine cards), non-taxable sales, taxable sales, sales tax, number of orders, average sale per inmate. This report shall be submitted with the monthly invoice.

29.2.2 Monthly Maintenance Report: The Maintenance Check-Off Sheet shall be completed and submitted by the Contractor staff on a monthly basis (includes Kiosk location, operational, non-operational, and comments).

29.2.3 Monthly Kiosk Status Report: Reports the operating condition of the Kiosk system, including lists of any pending trouble ticket items, and maintenance which might negatively affect the operation of the Kiosk system.

29.2.4 Monthly Commissary Sales Summary Report: Sorted by facility and month, information shall include Gross Sales, postage stamps, pre-paid telephone cards, pre-paid vending machine cards, haircuts, taxable sales, non-taxable sales, sales tax, number of Hygiene Maintenance Kits, Hygiene Maintenance Kit sales, number of Indigent Kits, number of orders, average sales per inmate.

29.2.5 Commissary Commission Report: Reports weekly sales information and shall include sales period date, gross commission, haircut, Indigent Kits, Hygiene Maintenance Kits, Pro-Per sales, County Gift Packs, adjustments, total amounts, amount of check, check number, and date of check.

29.2.6 Pro-Per Sales Delivery Summary: Reports weekly sales sorted by inmate, information shall include each purchase, name, booking number, location, beginning "B" account balance, total order amount, and the new "B" account balance.

29.2.7 Family Pack Sales Delivery Summary: Reports weekly sales sorted by inmate, information shall include each purchase, total order amount, name, booking number and location, and order received via internet or visiting centers.

29.2.8 Complaint Summary Report: Monthly report including synopsis of the complaints, the type of complaints, locations and the solutions.

29.2.9 Monthly Delivery Fill Rate Report: Contractor shall provide a monthly delivery report by facility indicating the delivery fill rate.

29.3 Contractor shall provide the following annual reports to the County's Project Manager by the 10th working day following the end of the County fiscal year (July 1 through June 30th), or as mutually agreed upon by the County and the Contractor.

29.3.1 Fiscal Year Comparative Report: Reports Gross Sales by month and provides total Gross Sales to date over the County fiscal year, including bar graphs which illustrates reported data.

29.3.2 Yearly Commissary Sales Summary Report: Sorted by facility and month, information shall include Gross Sales, pre-paid vending machine card sales, postage stamps, pre-paid telephone cards, haircuts, taxable sales, non-taxable sales, sales tax, number of Indigent Kit issued, net commission, number of orders, average sales per inmate.

29.4 Contractor shall provide an annual financial statement report including yearly Profit and Loss Statement and Balance Sheet.

29.5 Contractor must have the ability to provide the Inmate Services Unit with ad-hoc query and reporting capability, which shall include, but not be limited to:

29.5.1 Commissary Inmate Order Summary Report: Sorted by week, summarizing each inmate's purchases, inmate name, booking number, inmate location, inmate's beginning balance, total order, taxable and non-taxable amount, and inmate's new balance.

29.5.2 Sales Analysis Report: Summary of each item showing quantity sold and list price sorted by facility.

29.6 Contractor shall provide upon request of the County's Project Manager, individual and group consumption reports.

29.7 Contractor shall provide County an undeliverable report within five (5) days of the undeliverable item's delivery date.

29.8 Contractor shall provide a detached description of all accounting procedures to include automated systems and/or integration of Contractor systems and the "Cashless Jail System."

30.0 Inmate Trust Accounting System

30.1 Contractor Accounting and Data Security System

30.1.1 Contractor's accounting system shall be capable of reporting on sales of haircuts, issuance of Hygiene Maintenance Kits, and Indigent Kits given to indigent inmates and to be compatible with the ITA application. The ITA application provides full double-entry accounting for inmate funds from booking through release. All deposits and disbursements are recorded and reconciled in a general ledger. The ITA application audit trail ties source documents and financial Pro-Per Account statements together through reference numbering and several levels of reporting.

30.1.2 County will provide current inmate account balances (spending, pro-per) from the ITA application for the purpose of batching scanning purchase order requests at Contractor's site. In addition, County will provide to the Kiosk devices inmate account balances, medical, counseling, educational programs, and court scheduling information. In order to provide efficient performance, Contractor shall, at no cost to County, install and maintain a T1 line connection to the LASD Data Network. Contractor must maintain current virus signatures to prevent infecting Los Angeles County Sheriff's Department's network devices. Firewall configuration and rules shall be coordinated with LASD's Sheriff's Data Network (SDN).

30.1.3 Contractor shall post inmate sales/credit data files (text delimited file) to a secured approved File Transfer Protocol (FTP) site that the County can retrieve for processing. Contractor shall follow industry-recommended server security baselines, employ safeguard fire walls, anti-hacking and anti-virus software, and system protection capabilities at all times. Contractor shall conform to and implement such safeguards in a manner that is compatible with the system safeguards, system security requirements, and the SDN, and as required by the Sheriff's Data Systems Bureau. The FTP site shall be managed and supported by the Contractor at no cost to the County. The files posted to the FTP site for processing shall conform to the required format. The FTP site shall have high availability to ensure data throughput.

30.1.4 The Kiosk devices shall be segmented on LASD SDN. Contractor will be responsible for management and support of the Kiosk devices, including safeguarding the content of the data and software and virus protection. Contractor shall maintain current virus signatures to prevent infecting LASD's network devices.

Kiosk shall be capable to retrieve current inmate account balances (spending, pro-per), medical, counseling, educational programs, and court scheduling information. In addition LASD Data Systems Bureau (DSB) may require modifications to the Kiosk menu application to provide linkage to other useful inmate information and request portals. Contractor is responsible for the Kiosks maintenance and software, County will provide necessary firewall privileges to allow remote support of Kiosk devices.

30.1.5 ASCII Data File Format Requirements:

INVOICE NUMBER	NUMBER(8)
INMATE STATE IDENTIFER	CHARACTER (10)
BOOKING NO	CHARACTER (14)
INVOICE DATE	DATETIMESTAMP
INVOICE AMOUNT	NUMERIC (11,2)
INVOICE TYPE	CHARACTER (1)
INDIGENT FLAG	CHARACTER (1)
AGENCY LOCATION	CHARACTER (6)
SOURCE	CHARACTER (6)
FILE_NAME	CHARACTER (255)
USER ID	CHARACTER (8)

30.1.6 Any interface modifications with the ITA application, shall be approved and coordinated with LASD and Syscon (the JIMS application vendor). Contractor is responsible for paying for any and all necessary modifications concerning the exchange of data from/to the ITA APPLICATION. Contractor shall be responsible for paying for the design, development, unit testing, integration testing, and yearly maintenance of an interface module with Sheriff's proprietary software for the ITA application. The design shall be subject to the County's approval. The Interface module shall address the method of ensuring adequate authentication and access controls, method of secured or encrypted file delivery, data validation, error and exception handling, report generation, and automated database calling to the ITA application. Before implementation of services, Contractor shall provide the County with a written description of their help desk, On-line System Maintenance and problem resolution procedures due to problems with the file transmission or the Interface Module.

30.2 County may require modifications at any time if it believes security of the network may be compromised. County retains the right to lock out Contractor from the data network.

30.3 At the County's request, the Contractor may implement the Syscon's Jail Information Management System (JIMS) at the Mira Loma facility.

31.0 Electronic Payment and Website Ordering

31.1 Contractor shall comply with all requirements of Exhibit D of the Agreement, with regard to Electronic Payment and Website Order.

31.2 Contractor's internet solution for families and friends to order commissary items shall have the capability to track approved product selection, appropriate payment authorization and the origination of the purchase by an IP address. LASD has the authority to review electronically all purchase and audit logs associated with the transactions that are specific for LASD inmates.

31.3 Contractor shall forward to County, in compliance with the requirements of the County Treasurer/Tax Collector, fifty-one and a half percent (51.5%) of gross sales, less tax and credits for undeliverable orders, of all Website Orders for Family Packs.

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EXHIBIT B-1 - ATTACHMENTS

STATEMENT OF WORK

1 LOS ANGELES COUNTY SHERIFF'S DEPARTMENT ENTRY APPLICATION FOR CUSTODY FACILITIES

2 PHOTOGRAPHY AND/OR PRESS RELATIONS

3 HYGIENE MAINTENANCE KITS

4 INDIGENT KITS

5 PRO-PER INMATE KITS

6 EMERGENCY KITS

7 COUNTY GIFT PACKS

8 FAMILY PACKS

9 SERVICE PROVIDER GIFT PACKS

10 GROOMING AND DRESS STANDARDS

11 POLITICAL ACTIVITY

12 SECURITY OF PERSONAL PROPERTY

13 CONTRABAND DEFINED

14 COMMISSARY MENU

15 DELIVERY SCHEDULE

16 PRICING SCHEDULE

ATTACHMENT 1

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
ENTRY APPLICATION FOR CUSTODY FACILITIES
Service Provider/ Contractor

Organization_____

PLEASE READ CAREFULLY BEFORE FILLING OUT THIS APPLICATION

All applications will be denied for the following reasons:

Untruthful or incomplete statements on applications;
Illegal use of drugs within the past three (3) years;
Convicted of bring a controlled substance into federal prison, state prison, or county jail;
Any convictions for drug sales;
Applicant is currently on Parole/Probation;
Incarcerated in any jail/prison within the last three (3) years;
Have been convicted for any of the following: murder, sex crime (other than misdemeanor prostitution), weapons law violations, felonious assault or spousal abuse;
Currently under psychiatric care;
Have relative in the Los Angeles County Jail;
Outstanding warrants

If any of the above apply to you, SUBMIT YOUR APPLICATION (Complete Attachment). All information will be verified by a CRIMINAL BACKGROUND CHECK. If your application is denied, you will be notified and we will not discuss the reason for denial with anyone except you. Please initial here: ☐

Name_____ Social Security #_____

Home Address_____
Street City Zip Code

C.D.L. / I.D. #_____ Date of Birth_____

Home Phone #_____ Work #_____

Sex_____ Race_____ Hair_____ Eyes_____ Height_____ Weight_____

Occupation_____ Employer_____

Work Address_____
Street City Zip Code

APPROVED / DISAPPROVED _____ DATE_____

CONTACT IN CASE OF EMERGENCY:

Name_____ Relationship_____

Address_____
Street City Zip Code

Telephone # (_____) _____

Organization/ Employer:

Name_____

Address_____
Street City Zip Code

Telephone # (_____) _____

What service will you provide? _____

How Often?_____

Entry Criteria:

If you answer YES to any question, please attach an explanation to this application.

1. What kind(s) of illegal drug(s) have you used?_____
2. When is the last time you used drugs?_____
3. Are you currently on Parole/Probation?_____
4. Have you been incarcerated within the last three years? (Prison/County/Jail/Youth Authority/Camp)_____
5. Are you currently under Psychiatric Care?_____
6. Do you have any relatives/friends incarcerated within the Los Angeles County Jail system?
   If yes, provide the following information:

   Name of Inmate Booking # Facility Relationship
7. Have you ever been arrested for murder?_____
8. Have you ever been convicted of a sex crime?_____
9. Have you ever been convicted of a Weapons Violation?_____
10. Are you filling out this application as a condition of employment?_____

Please read carefully before signing:

I certify that all information on this application is accurate. I understand that the Los Angeles County Sheriff's Department will verify the information prior to approving my application. As a civilian volunteer, I will be expected to obey all Rules, Regulations and Security Procedures. My failure to do so will result in my forfeiture of volunteer services with the Los Angeles County Sheriff's Department.

I AM AWARE THAT IN THE EVENT OF A HOSTAGE SITUATION, THE SHERIFF'S DEPARTMENT POLICY IS NOT TO ALLOW A PRISONER TO ESCAPE WITH A HOSTAGE. Please initial here: _____

I AM ALSO AWARE OF THE SEXUAL HARASSMENT AND RETALIATION POLICY FOR CIVILIAN VOLUNTEERS. Please initial here: _____

These policies apply to all sworn, civilian, and volunteer personnel. See Manual of Policy and Procedures:

Section 5-06/110.00	Hostage and Barricaded Suspect;
Section 3-01/030.72	Sexual Harassment and Retaliation Policy.

All persons entering or materials being brought into a jail facility are subject to search anytime.

Signature_____ Date_____

(False information on this application is subject to immediate dismissal)

ATTACHMENT

Signature:_____ Date:_____

ATTACHMENT 2

PHOTOGRAPHY AND/OR PRESS RELATIONS

As a service provider, you are being allowed into our custody facilities as a guest of the Sheriff's Department. As a guest, your access to the jails provides you with knowledge which may not be readily available to the public. Our jails have in the past, and will continue to house many noteworthy individuals who may be of interest to the press (e.g. movie stars, sports celebrities, government officials etc.) These individuals, as well as all other inmates, are to be considered innocent until proven guilty. During the course of your duties you will become aware of information regarding inmates and their stay in custody. You will also become familiar with the security practices of your assigned facility. This information is often confidential in nature and if released may be detrimental to the safety and well being of inmates or staff or could subject you to criminal prosecution. In order to protect all parties involved, policies involving the release of information have been developed. It is not the Sheriff's Department intention to interfere with any person's rights, as granted by the United States Constitution and Bill of Rights, but to protect the rights of all individuals.

The steps taken here are not done with the intent to minimize your individual rights but to ensure that the rights of all inmates remanded to the custody of the Sheriff's Department are not compromised.

The policy regarding press relations is as follows:

> Volunteers and service providers shall seek input from the Chief of Correctional Services Division prior to the release to the press of any information regarding jail conditions or operations. The release of confidential information shall be grounds for revocation of access privileges to any Sheriff's Department facilities.
>
> All news media organizations requesting direct contact with inmates, including interviews and photographs, must comply with the Sheriff's Department Manual of Policy and Procedures, Section 5-03/060.10.
>
> Volunteers and service providers shall obtain approval from the Sheriff's Headquarters' Film and Media Unit prior to photographing or videotaping, or recording inmates, per the Custody Division Manual of Policy and Procedures, Section 5-16/000.00.
>
> Volunteers and service providers shall not use the names, photos, likenesses, of any inmate to promote or advertise their program or services without the expressed written approval of both the Sheriff's Department and the inmate(s) in question. This includes any public viewing of photos (e.g. power point presentations, web sites, TV, printed material).

Attachment 3

HYGIENE MAINTENANCE KITS

Hygiene Maintenance Kits consist of:

One (1)	Disposable single-edge razor (this item shall not be issued to inmates housed in High Power, Mental Health and Disciplined Housing)
One (1)	¾" non-slip grip toothbrush with three (3) rows bristle - with an overall toothbrush length not to exceed 4"
One (1)	6 ounce toothpaste in a clear tube
Four (4)	2.5 grams alcohol-free deodorant packets
Four (4)	7 gram packets of conditioning shampoo
One (1)	¾ ounce wrapped bar of antibacterial soap
One (1)	Comb
Three (3)	325mg regular strength non-aspirin reliever [2-tablet pack] (this item will be provided by the COUNTY)

Attachment 4

INDIGENT KITS

Indigent Kits shall be issued as a single unit and consist of:

Two (2)	Stamped envelopes
Four (4)	Sheets of lined paper (Minimum 5" x 7")
Four (4)	Shampoo and body bath packs (0.35 oz each)
Four (4)	Deodorant Packs (2.5 grams each)
One (1)	4" Comb
One (1)	Antibacterial soap bar (1.5 oz)
One (1)	Disposable razor (single blade)
One (1)	4" Toothbrush
One (1)	Fluoride toothpaste (0.6 oz)
One (1)	Golf-size pencil, no eraser

Attachment 5

PRO-PER INMATE KITS

Pro-Per Inmate Kits shall be issued as a single unit and consist of:

One (1)	Pencils (3)
One (1)	Eraser (1)
One (1)	Legal pad (8 ½ x 14)
Four (4)	Envelopes (legal size)
One (1)	Numbered pad (5 sheets)
One (1)	Carbon paper (10 sheets)

Attachment 6

EMERGENCY KITS

The contents of the Emergency Kit shall be determined by the County Project Manager as indicated in Section 8.0 of the Statement Work, and will be listed here. For information purposes, Emergency Kits may include, but are not limited to:

- candy
- chips
- pastry
- soup
- beef and cheese sticks
- crackers
- cookies
- cereal
- nuts
- popcorn
- coffee
- juice
- hot chocolate
- beverages
- stationery
- lotions
- hygiene items

Attachment 7

COUNTY GIFT PACKS

The contents of the County Gift Packs shall be determined by the County Project Manager as indicated in Section 9.0 of the Statement Work, and will be listed here. For information purposes, County Gift Packs may include, but are not limited to:

- candy
- chips
- pastry
- soup
- beef and cheese sticks
- crackers
- cookies
- cereal
- nuts
- popcorn
- coffee
- juice
- hot chocolate
- beverages
- stationery
- holiday cards
- lotions

Attachment 8

FAMILY PACKS

The contents of Family Packs may include any items listed on the Commissary Menu, as approved pursuant to Section 4.0 of the Statement of Work.

Attachment 9

SERVICE PROVIDER GIFT PACKS

The contents of Service Provider Gift Packs may include any items listed on the Commissary Menu, as approved pursuant to Section 4.0 of the Statement of Work.

ATTACHMENT 10

GROOMING AND DRESS STANDARDS

Any or all of the following guidelines may be inapplicable to an employee as appropriate with the express written approval of the County Project Director.

Contractor employees shall keep their persons clean and sanitary by frequent bathing. Proper barbering shall be practiced.

Official uniform and/or business attire shall always be kept as clean and neat as possible.

DRESS STANDARDS

Male Contractor Employees

Employee's hair shall not extend past the top of the shoulder nor below the eyebrow line on the face. Beards and mustaches are permitted, but must be neatly trimmed and well groomed. Wigs or hairpieces are permitted if they conform to these standards.

Female Contractor Employees

Employee's hair shall be neatly styled, trimmed and well groomed. It shall not be of a style, length or artificial color which is offensive. Wigs or hairpieces are permitted if they conform to these standards.

Uniforms

Partisan political emblems, symbols of fraternal or service organizations, badges and/or emblems of any kind, other than Contractor's and Contractor employee's name, shall not be worn. With the exception of the "Medic Alert" bracelet or necklace, jewelry shall be limited to rings and watches.

Female Personnel

Appropriate undergarments, including brassiere, shall be worn.

Male Personnel

There is no restriction on the exposure of an undergarment with the open collar shirt, providing the undergarment is clean, has a standard round or "V" collars.

Jewelry

No visible necklaces, bracelets, or anklets shall be worn while performing the services under the Inmate Commissary Services Contract. Female personnel with pierced ears are permitted to wear a single stud earring in each ear lobe. All other visible jewelry shall be limited to rings and watches.

The Medic Alert necklace and bracelet shall be exceptions to the above regulations.

The aforementioned dress standards shall be adhered to and enforced by the County.

Additional Guidelines - Unacceptable Attire

All Personnel

- See-through fashions, without appropriate undergarments and other fashions wherein the absence of appropriate undergarments is unduly distracting,
- Excessively tight slacks.

ATTACHMENT 11

POLITICAL ACTIVITY

Prohibited Political Activities

- Engaging in any political activity whatsoever on County premises,
- Placing or attaching any political poster, sticker, sign or similar material on County property,
- Soliciting political funds or contributions, directly or indirectly,
- Soliciting contributions, signatures or other forms of support for political candidates, parties, or ballot measures within or upon County property at any time,

  Example: County employees and members of the general public shall not solicit signatures for a nominating petition in a County building or on County property,

- Directly or indirectly attempting to interfere with any election or influencing the political actions of anyone by promising, threatening to withhold, giving or withholding anything of value.

ATTACHMENT 12

3-01/090.00 SECURITY OF PERSONAL PROPERTY

In order to ensure the safety and security of all persons in custody facilities, the following personal property is prohibited inside security areas as indicated:

* Weapons, including but not limited to, firearms and knives, are expressly prohibited in security areas of all facilities.

* Except for the Officer Dining Room (ODR), and only with the specific permission of the unit commander, metal silverware shall not be brought into security areas of any custody facility.

* Personal electrical appliances must be approved by the Unit Commander before being brought into the facility (e.g. coffee pots, toasters, heaters, fans, etc.).

* Electronic entertainment devices are prohibited (e.g. tape, CD, or DVD players, games, radios, etc.).

* Laptop computers and personal digital assistants (PDA's) shall be approved by the watch commander prior to entry into security areas on a daily, shift by shift basis.

* Personal property containers shall not be brought into security areas (e.g. backpacks, fanny packs, purses, ice chests/food containers, etc.). Only soft-sided, hand-held lunch containers, which measure 11" x 14" x 12" or less will be allowed into secured parts of the facility.

* Reading material not related to the job or the furtherance of formal education is prohibited.

* Prescription medications exceeding that amount required for personal consumption during the concerned shift(s).

* Umbrellas.

* Cell phones.

* Cameras shall not be allowed inside a custody facility unless prior approval is obtained from the watch commander or above.

* Tobacco products, matches and cigarette lighters.

Personal security dictates that personnel should refrain from bringing items which contain personal identification information (e.g., wallets, purses, checkbooks, etc.) into security areas to prevent loss or compromise of information.

This policy does not limit persons from bringing into secure areas, items or containers that contain necessary tools, training material or equipment to facilitate the performance of their duties, (i.e., tool chests, medical bags, digital test equipment, etc.), nor does it limit personnel, who are attending training, from entering the facility wearing civilian attire en route to the Officer's Dining Room (ODR).

This policy shall apply to all persons entering security areas of all custody facilities. Additionally, all personal property shall be secured at all times, and shall not be stored in any area accessible to inmates.

The Unit Commander has the final authority to determine what personal property is allowed within their facility.

ATTACHMENT 13

5-07/010.00 CONTRABAND DEFINED

Contraband includes, but is not limited to:

- Any goods brought illegally into the jail,
- Allowable inmate property in excess of authorized limits,
- Any item legally possessed which has been altered from its original form, contents, or purpose,
- Any material which is pornography, sexually explicit material that depicts full or partial frontal nudity and/or sexual acts; depicts violent acts, violence or cruelty to animals; depicts or describes how to create weapons or defeat jail security; depicts or describes how to commit crimes; or any matter concerning illegal gambling or an unlawful lottery,
- Any item illegally in the possession of an inmate, or in violation of posted facility rules,
- Possession of illegal drugs, guns, handmade weapons, lethal weapons, knives, shanks, and tattoo equipment,
- Any item that is worn, carried or displayed that denotes gang affiliation,
- Any gambling paraphernalia such as dice, chips, markers and marked decks of cards,
- Property not listed in the Custody Division Manual, sections 7-02/000.00 and 7-03/000.00, "Allowable Inmate Property,"
- Perishable items, which will be disposed of.

Los Angeles County Sheriff's Department Proposed Menu	
Description	**Current Menu**
Lime w/Shrimp Chili Ramen 2-8 oz. servings	$0.92
Chili Ramen 2-8 oz. servings	$0.92
Hot & Spicy Pork Cracklings 2.25 oz bag***	$1.45
Beef Ramen 2-8 oz. servings	$0.92
Chicken Ramen 2-8 oz. servings	$0.92
El Sabrosa Hot Cheese Crunchy 4.5 oz***	$1.48
El Sabrosa Hot Nacho Cheese Chips 4.75 oz***	$1.60
Refried Beans 4 oz	$2.10
Chili/Cheese Steak Fries	$0.99
Irish Spring Regular Soap 3.2 oz.	$1.15
Irish Spring Antibacterial Soap	$1.40
Tapatio Sauce 10 pk	$1.40
Cheezit Hot and Spicy	$0.70
Snickers Bar	$0.90
Salsitas 3.5 oz Round Tortilla Chips***	$1.43
GuacaChip	$1.43
Habanero Potato Chips	$0.65
Moonlodge 6 oz Plain Chip	$2.15
Jolly Rancher Assorted 3.7 oz.	$1.60
Cheddar Cheese 8 oz Tub	$2.80
Atomic Fire Balls 3 oz.	$0.86
Crawford Cocoa Butter Lotion 4 oz.	$1.35
Assorted Now & Laters 3.25 oz bag	$1.12
Dove Beauty Bar 3.5 oz. (singles)	$2.10
3 Musketeer bar	$0.90
Chille Picante Cornuts 1.4oz	$0.90
Honey BBQ Fritos 2 oz	$0.91
M&M Peanut	$0.90
Reese's P/B Cup	$0.87
Milky Way Candy Bar	$0.87
Fritos Corn Chip 2.25 oz	$0.91
Cheetos Cheese Crunchy	$0.91
Twix	$0.90
Butterfinger 2.1oz.	$0.87
Texas Titos Jalapeno Pepper Slices .8oz bag	$1.05
Water	$0.75
Tylenol X Strength 2 Pack	$0.80

Blistek	$3.50
Clear Reading Glasses 1.25	$3.75
Clear Reading Glasses 1.50	$3.75
Clear Reading Glasses 1.75	$3.75
Clear Reading Glasses 2.00	$3.75
Clear Reading Glasses 2.25	$3.75
Clear Reading Glasses 2.50	$3.75
Yellow 8 1/2" x 14" (50 sheets per pad)	$1.15
Cherry Kool Aid 6oz clear pack	$2.25
Carbon Paper 8 1/2" x 11" (10 count tablet)	$1.50
Nabisco Ritz Sandwich Crackers with Peanut Butter 1.38oz	$0.50
Contact Lenses Case	$0.50
Hot Pepper Cheese Snack 4 oz	$2.90
Tropical Punch Kool Aid 6oz clear pack	$2.25
Country Time Lemonade 6oz clear pack	$2.25
Keefe 4.4 oz Columbian Freeze Dried resealable pouch w/ clear panel	$5.83
Cactus Annie's Hot! Hot! Hot! Cheese Crunchy 9.5oz bag	$2.65
Crawford Clear Deodorant 32oz	$2.50
Cheese Curls 11 oz	$3.42
Fresh Catch Chunk Light Tuna 4.23 oz.	$3.40
Snack Legends Duplex Cremes - 14 oz.	$3.15
NewDay Cotton Swabs - 100 count resealable pouch	$3.30
3 oz Salami	$2.30
Brushy Creek Chili w/Beans (Hot) 11.25oz	$3.95
Snack Legends Bear Claw - 5oz.	$1.35
Red Licorice Twists 6 oz.	$2.00
Snack Legends Blueberry Donuts (6 pack) - 12oz.	$3.85
Moon Lodge Barbecue Potato Chips 1.5oz bag	$0.91
Fresh Catch Smoked Oysters - 3.53oz.	$4.25
E.Z. Digby's Sunflower Kernels 3.25oz bag	$1.15
Brushy Creek French Vanilla Cappuccino 8oz clear pack	$4.20
Cactus Annie's nacho Cheese Tortilla Chips 10oz bag	$2.30
Kroger Instant Oatmeal Maple & Brown Sugar 10ct box	$4.00
Next 1 Styling Gel 15 oz	$5.55
Keefe Single Serve Service Hot Cocoa	$0.40
Fresh Catch Smoked Baby Clams 3.53 oz.	$3.10
Kit Kat	$0.87
Root beer Barrels 7.5 oz.	$2.20
Cactus Annie Cheese Puffs 2 oz	$0.90
Medicated Skin Cream 4.5 oz. (like Noxzema)	$1.75
Vanilla Caramels 3 oz. bag	$1.00
Cool Wave™ Fresh Mint Gel Toothpaste - Clear 4 oz.	$2.00

Viva Pancho Salsa 5oz plastic bottle	$2.00
Tropical Blend	$1.80
Bic Single Blade Disposable Razor (Singles)	$0.61
Ryan's Ranch Popper's High Heat 3oz	$3.50
Beef Stick 1.125 oz	$0.70
Cheese Puffs 8 oz	$2.25
Jalapeno Cheese Popcorn 7 oz	$2.75
Cheese Popcorn	
Cajun Shrimp Ramen	$0.92
Texas Beef Ramen 2-8 oz. servings	$0.92
Foam Cup	$0.23
Cajun Chicken Ramen 2-8 oz. servings	$0.92
Snack Legends Monster Iced Honey Bun - 6oz.	$1.25
2 oz Jalapeno Cheese	$1.70
Fluoride Toothpaste 2.75 oz.	$2.10
Notebook 8 1/2 X 11	$1.15
Kaiser Hot Pickles (Individually wrapped)	$1.20
10 pack Sugar Substitute	$0.60
Sparrer 5 oz Hot Summer Sausage	$2.25
4 in Toothbrush	$0.25
Keefe Select 100% Columbian Freeze Dried single	$1.26
3 pencils and 1 eraser	$0.75
Ritz 5.25 oz Club Crackers	$1.75
Country Time Raspberry Lemonade	$2.25
I Love You Cards	$1.60
Sugar 10 pack	$0.50
Velveeta Spicy Cheese Rice	$1.40
1 oz Beef and Cheese	$0.67
Chili Ramen (Case)	$19.32
2.75 oz Choc Chip Cookie	$0.85
Cactus Annie's Hot & Spicy Pork Rinds 2oz bag	$1.10
Grape 6 oz Kool-Aid	$2.25
Nestea w/ Lemon & Sugar clear pack 5.5oz	$2.25
Flour Tortillas 8 oz	$2.25
Keefe Instant Cappuccino, French Vanilla Single	$0.40
Sardines in Louisiana Hot Sauce 3.53 oz	$1.75
9 1/2" x 12 1/2" NO Clasp Envelopes 5/100's	$0.50
Snack Legends Iced Cinnamon Roll - 4oz.	$1.28
Keefe Tea Bags 5 pk	$0.75
Washcloth 12 x 12	$0.60
Squeeze-Ums Mayonnaise	$1.85
Cross Strap Shower Shoes	$1.60
NewDay Baby Powder 4oz.	$1.45

Hershey's Almond	$0.87
Standard Envelopes 50 pk	$2.65
Pepperoni Lil Dudes 1 5/8oz	$1.25
Snicker Almond Bar	$0.90
Snack Legends Donuts (chocolate enrobed) - 12oz.	$3.17
Snack Legends Swiss Rolls (6-2 packs) - 12oz.	$2.50
Skittles	$0.90
Sweet Sue Chicken 3 oz	$3.57
Moon Lodge Sour Cream & Onion Potato Chips 1.5oz	$0.91
Black Deluxe Adjustable Velcro Strap - Extra Large	$1.60
Starburst	$0.90
Hinged Soap Dish (UPC Coded)	$1.00
Single Serve Non-Dairy Creamer 10 pack	$0.80
Snack Legends Chocolate Crème-Filled Cupcakes (2-pack) 4oz.	$1.50
Splendore Giant Sliced Pepperoni 3.5oz	$3.50
Balsam & Protein Conditioner 4 oz.	$1.35
Acetate Friendship Cards	$1.60
Crawford Clear Shampoo 8 oz.	$2.70
Hormel Spam Singles Classic Pouch 3oz	$2.00
Balsam & Protein Shampoo 4 oz.	$1.35
Baby Ruth 2.1oz.	$0.87
Crawford Baby Oil 4 oz.	$1.35
Blue Magic Bergamot Conditioner 4 oz.	$2.09
Kaiser Mild Pickles (individually wrapped)	$1.20
Acetate Birthday Cards	$1.60
Keefe Hot Cocoa 10 oz	$5.00
Moon Lodge Peanuts 1.75oz	$0.70
Palm Brush	$1.00
Moon Lodge Regular Chips 1.5oz bag	$0.91
Hall's Regular Flavor Cough Drops 9 roll	$0.90
Pro Glo Pomade 4 oz.	$2.09
Aviator Playing Card	$2.50
Crawford Clear Roll-On 3 oz.	$3.75
Keefe Kitchens Pop tarts 3.6 oz	$1.10
4 oz Conditioning Shampoo	$1.35
Skin Care Lotion 4 oz	$2.07
Advil 2 pack (UPC Coded)	$0.80
Fresh Catch Fish Steaks in Louisiana Hot Sauce - 3.53oz.	$2.00
Nestle Crunch 2.1oz.	$0.87
Banana Deluxe Moon Pie	$0.90
Almond Joy	$0.87
Salt or Pepper ss	$0.06
Protection After Shave Gel 7 oz	$2.40

Snack Legends Chocolate Chips - 16oz. TRAY	$2.60
Afro Pick Black	$1.65
Snack Legends Oatmeal Cakes & Crème (10 pack) - 11.25oz.	$2.85
Moon Lodge Hot! Hot! Hot! Peanuts 1.75oz	$0.70
Nabisco Oreo Cookies 1.8 oz.	$0.80
Fresh Catch Salmon Flakes In Oil - 3.53oz.	$3.00
Magic Smooth Razorless Hair Removing Cream 6 oz.	$5.50
Plain Paper Juvenile Birthday Cards	$1.60
Dandruff Rinse 4 oz.	$2.15
Brushy Creek Beef Stew 11.25oz	$4.20
Vaseline Petroleum Jelly 1.75 oz.	$2.20
Tolnaftate Antifungal Cream .5 oz (like Tinactin)	$2.45
15" X 10" Important Document File	$2.65
Squeeze-Ums Mustard 12pk	$1.05
Pony O's	$0.38
Fresh Catch Crabmeat 3.53 oz.	$3.00
Neutrogena Soap 3.5 oz. (4-6 packs)	$5.00
Orange Slices 5.75 oz.	$2.90
Pinochle Aviator Playing Cards	$2.50
Picante Black Bean Dip 3.9 oz. bag	$2.75
Rolaids Sodium Free, Original Flavor Single Roll	$1.25
Emery Board 4 1/2"	$0.25
Drawing Tablet - Sketch Pad	$4.30
Brow/Eyeliner Pencil	$1.75
Alka Seltzer 2 pack	$1.00
1.5 oz Antibacterial Soap	$0.45
Heritage Fresh Mint Alcohol Free Mouthwash 8oz.	$4.00
MEN'S DELUXE TUBE SOCKS WHITE	$1.50
Hydrocortisone Cream .5% 1 oz.	$3.00
Squeeze-Ums Ketchup 12pk	$1.80
Tampons 10 pack	$2.70
Brow/Eyeliner Pencil	$1.75
Texas Beef Instant Lunch 14 oz.	$1.10
Webster's II Pocket Dictionary (35,000 Definitions)	$3.95
Massengil Extra Mild Douche 6 oz. Vinegar & Water	$2.10
Military Style Club Brush (no handle)	$3.00
Webster's Spanish/English Dictionary	$3.10
Brushy Creek Whole Kernel Corn 7oz	$2.55
Ambush Lipstick	$2.10
Benzoyl Peroxide 10% Acne Gel 1 oz.	$4.00
Medium Yellow Foam Rollers 10 per pack	$2.05
Wink Lipstick	$2.10
KING JAMES BIBLE	

Fuchsia with Blue Pearl Lipstick	$2.10
CLEAR READING GLASSES 2.25	$3.75
9 1/2" x 12 1/2" NO Clasp Envelopes 5/100's	$0.50
Seasonal Card	$1.60
Lemon Drops 4.25 oz	$1.90
Adjustable Velcro Strap - Small	$1.60
Bayer Extra Strength 2 pack (UPC Coded)	$0.80
Chicken Instant Lunch 14 oz.	$1.10
Kroger Instant Oatmeal Variety Pack	$4.00
Oatmeal Cookies 2.75 oz	$0.85
Adjustable Velcro Strap - Medium	$1.60
Ramen Case of Chili	$19.32
Strawberry Cremes 14 oz	$3.15
Vanilla Cremes 14 oz	$3.15
Chocolate Cremes 14 oz	$3.15
Peanut Butter Cremes 14 oz	$3.15
Macaroni and Cheese 3 oz	$2.25
Spicy Macaroni and Cheese 3 oz	$2.30
Velveeta Cheesy Refried Beans 4 oz	$2.35
Spicy Velveeta Cheesy Refried Beans 4 oz	$2.40
Spicy Velveeta Cheesy Refried Beans and Rice 4 oz	$2.40
Mackerel Fillets 3.53 oz	$2.40
Fish Steaks in Spicy Mustard 3.53 oz	$2.40
Fish Steaks in Green Chilies 3.53 oz	$2.40
Fish Steaks in Louisiana Hot Sauce 3.53 oz	$2.40
Velveeta Cheesy Rice 2 oz	$1.40
Large Stamped Envelope	$0.46
Stamps Book of 10	$3.90
* Items requested on the final menu.	
** Not available retail, manufactured specifically for the Correctional Environment	

Los Angles County Sheriff's Department Proposed Gift Packs

Gift Pack $50	Quantity
Ramen Texas Beef	5
Foam Cup	1
Ramen Cajun Chicken	5
Blueberry Donuts	2
Cocoa 10 oz	1
Sliced Pepperoni	1
Oreo Cookies	3
Hot & Spicy Pork Cracklings	5
100 % Columbian Coffee	1
Tuna	1
Brushy Creek Chili w Beans	1

Gift Pack $30	
Duplex Crèmes Cookies	1
Atomic Fireballs	1
Bear Claw	1
Pork Rinds	3
Nestea W Lemon and Sugar	1
Sparrer Hot Sausage 5 oz	1
Smoked Oysters	1
French Vanilla Cappuccino	1
Hot Pepper Cheese Snack	1
Nacho Cheese Tortilla Chips 10 oz	1
Kit Kat Bars	1

Gift Pack $50	
Ramen Case of Chili	1
Jalapeno Cheese Popcorn	2
Pickles (Hot)	2
Monster Honey Bun 6 oz	2
Snickers Bar	2
Sardines in Hot Sauce 3.53 oz	2
Brushy Creek Beef Stew 11.25 oz	1
Mayonnaise	1
Tuna	1
Kit Kat	1

Gift Pack $30	
Country Time Lemonade	1
Tapatio 10 pks	2
Cheese Puffs	1
Chili Cheese Steak Fries	3
Guacamole Chips	2
Hot Cheese Crunchy 4.5 oz	2
Hot Tortilla Chip 4.75 oz	2
Cheeze It Hot and Spicy	4
Ryan's Ranch Poppers High Heat	1
Jalapeno Cheese Popcorn 7 oz	1

Gift Pack $30	
Hot Hot Cheese Bag	1
Tito Tito Bag	3
Bear Claw 5 oz	2
Rootbeer Barrels	1
Sabrosa Hot Cheese Crunchy	1
Sabrosa Hot Nacho Chips	1
Jalapeno Cheese Squeeze	2
Club Crackers	2
Chocolate Donuts 12 oz	1
Tuna	1
Choc Chip Cookie 2.75 oz	1

Gift Pack $20	
Refried Beans 4 oz	1
Kit Kat Bar	1
Vanilla Crème Cookies 14 oz	1
Cheese Curls 11 oz	1
Country Time Raspberry Lemonade	1
Lime Chili Ramen	1
Flour Tortillas	1
Spam	1
Cupcake	1

Gift Pack $20	
Butterfinger	1
Moonlodge Hot Hot Peanuts	2
Oatmeal Cakes and Cremes 11.25 oz	1

Gift Pack $10	
Ramen Texas Beef	3
Snickers Bar	1
Hot Cheese Crunchy 9.5	1

Confidential

Nestle Crunch	1	Honey Bun 6 oz	1
Ramen Texas Beef	5	Texas Titos	1
Nacho Cheese Tortilla Chips 10 oz	1		
Hot Pork Cracklings	3		
Guacamole Chips	1		

Los Angeles County Sheriff's Department Proposed Kits

Hygiene Maintenance Kits	Quantity	$1.32
Single Edge Razor	1	
Non Grip Toothbrush	1	
.6 oz Toothpaste	1	
2.5 Grams Alcohol-Free Deodorant Packs	4	
7 grams of Shampoo	4	
.75 Antibacterial Soap	1	
Comb	1	
Non Aspirin Reliever	3	

Indigent Kits	Quantity	$2.20
Stamped Envelopes	2	
Notebook Paper	4	
Shampoo Body Bath Packs	4	
2.5 Grams Alcohol-Free Deodorant Packs	4	
Comb	1	
Anti Bacterial Soap 1.5 oz	1	
Single Edge Razor	1	
4 in Toothbrush	1	
.6 oz Toothpaste	1	
Golf Pencil	1	

Pro Per Inmate Kits	Quantity	$1.90
Golf Pencil	3	
Beveled Eraser	1	
8X14 Legal Pad	1	
Carbon Paper	1	
Numbered Paper 5 sheets	1	
Labor	7	

ATTACHMENT 15

DELIVERY SCHEDULE

KCN LA County Delivery Plan

KCN will provide its outstanding commissary service to Los Angeles County based from its local Fontana, California warehouse. At this location Los Angeles County will have a dedicated warehouse staff of 26 to process your orders, as well as a staff of 88 employees as back up, to ensure the timeliness and accuracy of the orders. To transport the orders to Los Angeles County, KCN will have its own fleet of trucks and cars to provide delivery of the orders. This ensures that KCN will not be relying on a third party to guarantee delivery.

KCN will have a full time manager and assistant manager, dedicated to Los Angeles County, who will ensure maximum responsiveness, support and customer satisfaction to the County. KCN will also utilize 4 full time delivery leads that will drive our trucks and work with our manager on-site to provide maximum direction and support to our delivery staff. KCN will make our deliveries from our large, lockable, plastic delivery carts. Below is provided a facility by facility bread down of KCN's proposed delivery plan, inmate ordering process, collect and distribution of materials, and explanations of KCN policies and procedures.

Men's Central Jail

KCN proposes that by Sunday evening the inmates will have completed their order forms and that our staff will collect them from the housing officers. The order forms collect by our staff Sunday evenings and are then brought directly to our warehouse for processing. At that time the orders are processed in our warehouse. The KCN delivery leads will have the orders arrive at the facility and ready in carts for distribution by 5pm on the next day, Monday. The trucks will enter through the sally port gate and back up to the loading/unloading dock. The orders will be brought in and sent directly to each floor. Our delivery staff of 23 KCN employees will then take the carts to the front of each housing dorm, and the inmates' name will be read off a roster. The inmates will then come to the front of the dorm, being used for delivery, and receive their order. This process repeats, working from the top floor down, dorm by dorm, cell by cell. Some areas such as combative or medical, will take place cell to cell under the supervision of the facility staff. The empty carts will then be brought down to the loading dock and exchanged for a full cart, until all orders are delivered. At this time the delivery leads and/or manager will attempt any re-directed orders, or any orders that need redelivery. At the end our staff collects all carts and exits for the night.

Century Regional Detention Center

KCN proposes using the inmate Kiosk ordering system from the start at this location. The kiosks will be stationed at locations deemed necessary for maximum use by the inmates. They will have until Monday evenings to use the kiosks to input an order. At that time the order are processed in our warehouse. The KCN delivery leads will have the orders arrive at the facility and ready in carts for distribution by 5pm on the next day, Tuesday. The trucks will enter through the sally port gate and back up to the loading/unloading dock. The orders will be brought in and sent directly to each floor. Our delivery staff of 13 KCN employees will then take the carts to the front of each housing pod, and the inmates' name

will be read off a roster. The inmates will then come to a table, being used for delivery, and receive their order. This process repeats, working from the top floor down, pod by pod. Some areas of the East or West, such as combative or medical, will take place cell to cell under the supervision of the facility staff. The empty carts will then be brought down to the loading dock and exchanged for a full cart, until all orders are delivered. At this time the delivery leads and/or manager will attempt any re- directed orders, or any orders that need redelivery. At the end our staff collects all carts and exits for the night.

Mira Loma

KCN proposes using the inmate Kiosk ordering system from the start at this location. The kiosks will be stationed at locations deemed necessary for maximum use by the inmates. They will have until late Monday night to use the kiosks to input an order. At that time an order roster with order totals will be complied. On Wednesday from 8am to 4pm, a KCN agent will be staffing a register inside the bank, or another secure area the facility deems acceptable. The KCN staff will allow the inmates to pay the balance on the order in exchange for a receipt. The inmates name will also be marked paid on the roster. The money collected is then counted and prepared for deposit by our staff and left in a KCN supplied safe. (This safe will be approximately 2 ft by 2ft and would be placed in a secured area. The money will later be retrieved by Brinks security) The KCN delivery leads will have the orders arrive at the facility and ready in carts for distribution by 5pm on the next day, Wednesday. The trucks will enter through the sally port gate and back up to the loading/unloading dock. The orders will be brought in and sent directly to the recreation room. Our delivery staff of 7 KCN employees will then use the tables and call inmates out by location to the recreation room and then call them out by name to the table. A receipt is then collected in exchange for commissary order. (Our "paid" roster from our cashier will be a back up if a receipt is lost.) This process repeats, until all are delivered. The empty carts will then be brought down to the loading dock and exchanged for a full cart, until all orders are delivered. At this time the delivery leads and/or manager will attempt any re- directed orders, or any orders that need redelivery. At the end our staff collects all carts and exits for the night.

North County Correctional Facility

KCN proposes that by Tuesday evenings the inmates will have completed their order forms and that our staff will collect them from the housing officers. The order forms are collected by our staff Tuesday evenings and are then brought directly to our warehouse for processing. The KCN delivery leads will have the orders arrive at the facility and ready in carts for distribution by 6pm on the following day, Wednesday. The trucks will enter through the sally port gate and back up to the loading/unloading area. The orders will be brought in and sent directly to each building. Our delivery staff of 21 KCN employees will then take the carts to the front of each housing dorm, and the inmates' name will be read off a roster. The inmates will receive their order at the front of each dorm, and the process repeats, working from the top floor down, dorm by dorm. The empty carts will then be brought down to the loading dock area and exchanged for a full cart, until all orders are delivered. At this time the delivery leads and/or manager will attempt any re- directed orders, or any orders that need redelivery. At the end our staff collects all carts and exits for the night.

Pitchess Detention Center, North Annex

KCN proposes that by early evening Wednesdays the inmates will have completed their order forms and that our staff will collect them from the housing officers. The order forms are collected by our staff Wednesday evenings and are then brought directly to our warehouse for processing. The KCN delivery leads will have the orders arrive at the facility and ready in carts for distribution by 6pm on the following day, Thursday. The trucks will enter through the sally port gate and back up to the loading/unloading area. The orders will be brought in and sent directly to each building. Our delivery staff of 6 KCN employees will then take the laundry deliveries first and the pushed to each barrack. Here the inmates' name will be read off a roster and they will come to the front of each barrack. This process repeats, working from compound to compound, barrack to barrack. The empty carts will then be brought down to the loading dock area and exchanged for a full cart, until all orders are delivered. At this time the delivery leads and/or manager will attempt any re- directed orders, or any orders that need redelivery. At the end our staff collects all carts and exits for the night.

Pitchess Detention Center, North

KCN proposes that by early evening on Wednesdays, the inmates will have completed their order forms and that our staff will have collected them from the housing officers. The order forms are collected by our staff Wednesday evenings and are then brought directly to our warehouse for processing. The KCN delivery leads will have the orders arrive at the facility and ready in carts for distribution by 6 p.m. on the following day, Thursday. The trucks will enter through the sally port gate and back up to the loading/unloading area. The orders will be brought in and sent directly to each building. Our delivery staff of 10 KCN employees will then take the carts to the front of each module, and the inmates' name will be read off a roster. The inmates will receive their order at the front of each module, and the process repeats, working from one end to the other. The empty carts will then be brought down to the loading dock area and exchanged for a full cart, until all orders are delivered. At this time, the delivery leads and/or manager will attempt any re-directed orders, or any orders that need redelivery. At the end, our staff collects all carts and exits for the night.

Pitchess Detention Center, East

KCN proposes that by early evening on Wednesdays, the inmates will have completed their order forms, and our staff will have collected them from the housing officers. The order forms are collected by our staff Wednesday evenings and are then brought directly to our warehouse for processing. The KCN delivery leads will have the orders arrive at the facility and ready in carts for distribution by 6pm on the following day, Thursday. The trucks will enter through the sally port gate and back up to the loading/unloading area. The orders will be brought in and sent directly to each building. Our delivery staff of 11 KCN employees will then take the carts to the front of each housing dorm, and the inmates' name will be read off a roster. The inmates will receive their orders at the front of each dorm, and the process repeats, working from dorm to dorm. The empty carts will then be brought down to the loading dock area and exchanged for a full cart, until all orders are delivered. At this time the delivery leads and/or manager will attempt any re-directed orders, or any orders that need redelivery. At the end our staff collects all carts and exits for the night.

Twin Towers

KCN proposes that on Thursday afternoons, the inmates will have completed their order forms, and our staff will collect them from the housing officers, one on each side of the towers, on each floor. The order forms will be collect Thursday evenings and then brought directly to our warehouse for processing. The KCN delivery leads will have the orders arrive at the facility and ready in carts for distribution by 5 p.m. on the following Friday. The trucks will enter through the sally port gate and back up to the loading/unloading dock. The orders will be brought in and sent directly to each floor. Our delivery staff of 29 KCN employees will then take the carts to the front of each housing pod, and the inmates' names will be read off a roster. The inmates will receive their order, and the process repeats, working from the top floor down, pod by pod. Some areas of the towers, such as combative or medical, will take place cell to cell under the supervision of the facility staff. The empty carts will then be brought down to the loading dock and exchanged for a full cart, until all orders are delivered. At this time, the delivery leads and/or manager will attempt any re-directed orders, or any orders that need redelivery. At the end, our staff collects all carts and exits for the night.

ATTACHMENT 16

PRICING SCHEDULE

1. County shall retain a sum equals to fifty-one and a half percent (51.5%) of the Gross Sales from the Inmate Commissary Services and deposit into the Inmate Welfare Fund.

2. The County's fifty-one and a half percent (51.5%) is defined as: Gross Sales less the non-commissioned sales, sales tax and credits.

CONTRACTOR'S EEO CERTIFICATION

Keefe Commissary Network, L.L.C.
Contractor Name

10880 Lin Page Place St. Louis, MO 63132
Address

43-1856999
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☑	No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☑	No ☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☑	No ☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☑	No ☐

John Puricelli Exec. Vice President, General Manager
Authorized Official's Printed Name and Title

Authorized Official's Signature

6/4/07
Date

ELECTRONIC PAYMENT AND WEBSITE ORDERING

Contractor may provide the ability for third parties to order items for individual inmates though Contractor's website. The requirements stated in this Exhibit D are in addition to all goods and services Contractor is required to provide as stated elsewhere in the Agreement. Should the Contractor be unable to meet the requirements of Exhibit D, the Contractor will cease the use of the website. Contractor's website order process shall conform to all of the following Security and Reporting Standards:

1.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein (whether in singular or plural) shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

1.1 **Application:** The general software applications, together with all Source Code and Related Documentation, from time to time implemented by or on behalf of Contractor which acts as end-user accessed, front-end website and interface to Layer 2 and Layer 3 for purposes of website ordering of items for County inmates.

1.2 **Association Rules:** The bylaws, rules and regulations of the Associations, as they exist from time to time.

1.3 **Associations:** Any entity formed to administer and promote the use of Cards, including, without limitation, Visa U.S.A. Inc. and MasterCard International, Incorporated, which from time to time promulgate the Association Rules.

1.4 **Authorization:** The approval, by or on behalf of the Card Issuer, of Settlement of a Transaction for the Sheriff's Department

1.5 **Business Day:** With regard to the goods and services indicated in this Exhibit D, twenty-four (24) hours per day, seven (7) days per week, unless otherwise expressly noted in this Exhibit D.

1.6 **Card:** The plastic card or other evidence of credit or debit account and account number, issued by a Card Issuer to the Cardholder, either of which the Contractor accepts from a Cardholder as payment for the purchase price for a sale of goods or services.

1.7 **Card Issuer:** Any financial institution, which is a member bank of the Association or its agents, American Express and/or Discover.

1.8 **Cardholder:** The person or entity issued a Card and a corresponding account and account number by a Card Issuer and which person or entity is entitled to use the Card.

1.9 **County Data:** Without limiting any provision in the body of the Agreement, information and other data relating to Transactions and all other information or other data provided by an end user during the process of ordering items for County inmates, irrespective of whether such information or other data is collected or retained by or on behalf of Contractor.

1.10 **Day(s):** Calendar day(s) unless otherwise specified.

1.11 **Department/Merchant:** Used interchangeably, the Sheriff's Department

1.12 **Merchant Commerce System Layer/Storefront (Layer 1):** Composed of e-commerce applications, databases, and the merchant integration plugs required by Layer 2. Layer 1 equips the merchant integration plug to encrypt and send payment details to the Layer 2. Layer 1 includes the Applications.

1.13 **Payment Gateway Layer (Layer 2):** Facilitates a payment channel between Layer 1 and Layer 3. Collects Cardholder's information and account information, transmits the details to a Layer 3, interprets the response sent back from the processor, logs Transaction details, and passes it to the merchant application for completion of the Transaction. This layer contains several important components including, Application Payment Interface (API), payment server, Transaction database.

1.14 **Payment Processor (Layer 3):** Provides the connectivity to the Card Issuers, Card Associations and financial institutions for authorization, processing, and settlement of Card Transactions. Layer 3 routes the card authorization request to the Card Issuer. The Card Issuer confirms the Cardholder information and determines his available credit. An approval or decline message is sent back to Layer 3, and is returned to the Merchant.

1.15 **Related Documentation:** All written and electronic publications relating to the Applications, such as reference, user, installation, systems administrator and technical guides, delivered, or otherwise made available by or on behalf of Contractor to County hereunder.

1.16 **Services:** Any and all installation, implementation, and ongoing operation, maintenance and support services related to Layer 1, Layer 2, and/or Layer 3 Application services and other services performed by or on behalf of Contractor pursuant to this Agreement.

1.17 **Settle; Settlement:** For each Transaction, the transfer of funds by or on behalf of Contractor in settlement of the Transaction value between the Contractor on behalf of the Department and the Association and/or Card Issuer, via federal funds wire or automated clearing house transfer to the bank account designed by the County Treasurer-Tax Collector.

1.18 **Source Code:** The programming code (in human readable form) for the Applications, including, without limitation, all new releases, updates, modifications, enhancements, corrections, patches and improvements, together with all Related Documentation and other proprietary information related to such programming code.

1.19 **Transaction:** With respect to each payment of the purchase price for a sale of goods or services, by a Cardholder to Contractor on behalf of the Department, a collective reference to all steps necessary to obtain Settlement of such payment via Layer 1, including, without limitation (i) the capture of all necessary payment and Card and/or Cardholder Information, (ii) the transmission of such information to the applicable Card payment processor and Card Issuer, (iii) the obtainment of an Authorization for such payment and (iv) the cash Settlement of such payment.

2.0 SECURITY STANDARDS

2.1 Contractor shall maintain production Secured File Transfer Protocol (SFTP) system uptime 99.9% of each Business Day.

2.2 For each Application used by Contractor to provide Services hereunder, Contractor shall at its own expense, conduct an Application security risk assessment and shall prepare a written report of such assessment that includes the written code, techniques used and identification of any potential vulnerabilities. To the extent that the Services are provided by a third party, Contractor may submit reports authored by the third party as long as the reports comply with all applicable requirements for reports and audits stated in this Exhibit D. Contractor shall deliver the report to County within 30 Business Days of the Commencement Date of the Agreement. Contractor will provide quarterly security assessments and prepare a written report of such assessment that includes the written code, techniques used and identification of any potential vulnerability.

Additionally, in connection with each security assessment described above, Contractor shall provide County a letter certifying that each Application is Cardholder Information Security Program ("CISP") and/or Payment Card Industry ("PCI) compliant at the time the assessment report is provided to the County.

2.3 Contractor shall maintain File Transfer Protocol (FTP) file encryption of using 3- Data Entry Standard (DES)/128bit keys. Connections to processors must minimally use Secured Socket Layer (SSL)-128 bit or triple DES encryption for transition of all data.

2.4 Contractor shall use secure FTP (SFTP) transmission for all data exchange between County and Contractor.

2.5 Contractor shall use data encryption of stored data and other encrypted data of at least 128-bit triple DES.

2.6 Contractor shall maintain an active, not self-signed, digital certificate for every Application.

2.7 Contractor shall use and require use of Secure Socket Layer (SSL), of at least 128-bit for all Applications. Contractor shall maintain SSL certificate for all Applications. Should SSL certificate expire, Contractor shall disable access to Application during the cure period until said Application SSL certificate is re-obtained and cure is complete.

2.8 All Applications shall validate end-user browser to insure support of Secure Socket Layer (SSL) of at least 128-bit SSL encryption, if not, Application shall show directed error message to end-user.

2.9 Contractor shall encrypt all stored County data.

2.10 At County's request and expense, Contractor shall use a licensed, bonded and insured carrier service that specializes in data transport to transport all County Data from live to archive. Within 5 days of transport, Contractor shall provide County copies of carrier's service information and proof of transport.

2.11 Contractor must provide written security environment information for each new archive location within 1 month of securing location, if storing County Data at said location.

2.12 Contractor must store County archived data in a separate storage media from other customers.

2.13 Contractor shall comply with all security standards and guidelines that may be published from time to time by any Card Issuer or any Association, including, without limitation, the Visa U.S.A. CISP, PCI and all such standards and guidelines, collectively "Security Guidelines"). Contractor additionally shall comply with the Association Rules and Card processor requirements in each case, as from time to time in effect. Contractor shall inform County within 2 Business Days of rule and/or rule change to insure County's continued compliance with any Association Rules, Security Guidelines and/ or Card Issuer rule changes.

2.14 Contractor shall process full and partial refunds/card credit, retrieval requests, chargebacks, and refunds within the guidelines and timelines required by the Association Rules.

2.15 Contractor shall utilize procedures for determining that each end user is the authorized Cardholder, which procedures meet or exceed industry standards, including, without limitation, those standards promulgated by Card Issuers and Associations.

2.16 Contractor shall comply with all County policies and standards for websites, including but not limited to County Board of Supervisors Policy 6.030 (County Website Advertising and Hotlink Policy).

2.17 Without limiting any other provision of this Agreement, Contractor shall maintain the confidentiality of the County Data in accordance with Section 3.0, (Confidentiality) of the Additional Terms and Conditions of this Agreement. In addition, without limiting any other provision of this Agreement, Contractor shall use the County Data solely for the purpose of processing Transactions.

3.0 REPORTING STANDARDS

3.1 All Contractor authored reports delivered by Contractor under this Agreement shall be accompanied by a written certification from an authorized officer of Contractor that such report is true and accurate. All third party authored audits and other reports delivered by Contractor under this Agreement shall be accompanied by a written certification of an authorized officer of Contractor that such audit or other report is a true and accurate copy of such 3rd party audit or other report as originally delivered to Contractor by such 3rd party.

3.2 Contractor shall undergo no less than two (2) annual external audits to be conducted by reputable third party audit company/companies and one of which must illustrate annual PCI compliance. Contractor shall then provide County a letter no later than 30 days after receipt of audit findings, certifying as to the date of such findings and as to whether it passed or

failed, as appropriate, audit, internal or third party, including non-County client required audits, hired audit/testing vendors and VISA/MC required audits.

3.3 Contractor shall backup County Data regularly based upon a mutually agreed upon interval to maintain system recoverability. Such mutually agreed upon interval shall be established in writing between Contractor and the Sheriff's Department.

3.4 As regular system maintenance (e.g., Microsoft patches, anti-viral protection, etc.) and Application-level modifications are performed, in order to maintain and validate appropriate security levels after these modifications occur, the Contractor shall perform a security assessment, at its own expense, and provide County a letter to the effect that the assessment was completed and passed security requirements, including but not limited to, CISP and PCI. Said letter shall be provided within 5 Business Days of assessment completion. The assessment will address potential vulnerabilities and risks that may exist in the Application prior to or after the performance of the aforementioned maintenance activities and the annual PCI security assessment.

3.5 Contractor shall report to County in writing any security incident (defined as a breach of security or security interest) within one (1) hour of identification or notification of incident.

3.6 Contractor shall make security incident reports and assessments for all incidents that may potentially affect County. An incident is identified based on criticality, major or minor incident: Major notification within two (2) hours, minor notification within twelve (12) hours.

3.7 Contractor shall store archived data for at least 7 years. At end of such time Contractor, at County's sole discretion and as permissible by Card Issuer, Association and NACHA rules, shall return or destroy said data.

3.8 Contractor shall make live and archived data available to County upon 10 Business Days of County request for such data on mutually agreed upon media.

3.9 Contractor shall provide County written monthly, quarterly or other County requested, as appropriate, self monitoring reports required for monitoring purposes of Contractor's compliance with the Security and Reporting Requirements set forth in this Exhibit D.

3.10 Contractor shall provide reports which truly and accurately reflect the events reported therein, including, containing no data loss or incorrect sums.

3.11 Contractor to provide standard daily, monthly, annual, or variable date range reports to enable the County to research and/or balance Transactions. Contractor shall also provide customizable transaction history detail reports to meet County requirements within the parameters of the Contractor's online reporting tool. In no event shall Contractor provide Card numbers or information regarding the County's designated bank account number(s) in any report or database accessible to County users. If requested by County, Contractor shall truncate Card numbers and Merchant account numbers appearing on all Contractor provided reports and County accessible reports through Contractor's reporting tool

3.12 Upon request, Contractor shall create customer payment remittance reports, for archived data, based on Contractor's standard secure formats. For live data, Contractor's system shall have the ability to allow County to produce industry standard format reports (such as NACHA, etc.) within 10 days of such request. Said reports shall not cause County or Contractor to jeopardize PCI certification or cause security risk.

3.13 Contractor's reporting tool shall have the functionality to create monthly reports that contain daily information broken-down by every Transaction type, including, sales, refunds, voids and chargeback amounts, with a breakdown of the discount fees by Card Issuer.

3.14 Within two (2) days of Contractor's receipt of change/violation, Contractor shall notify County of any County violation of any Association Rule, Security Guideline and/or Card processor requirement immediately upon a responsible officer of Contractor becoming aware thereof (or should have become aware thereof upon due inquiry).

3.15 Contractor shall provide County with their Originating Depository Financial Institution (ODFI) name(s), ODFI's Transit Routing Number, and Company Identification Number. (County will use the information to verify ACH Credits and Debits originated to County's bank account(s).) Any changes to the ODFI information must be provided to County 30 days prior to the change.

PERFORMANCE REQUIREMENT SUMMARY (PRS)

TO THE CONTRACT

BETWEEN THE COUNTY OF LOS ANGELES

AND

KEEFE COMMISSARY NETWORK

FOR

INMATE COMMISSARY SERVICES

EXHIBIT E

SPECIFIC PERFORMANCE REFERENCE	SERVICE STANDARDS	MONITORING METHOD	LIQUIDATED DAMAGES OR DEDUCTIONS/FEES TO BE ASSESSED
SOW: 19.14 – Administration Specifications	Contractor shall immediately notify the County Project Manager and obtain approval to locate a replacement menu item when the item ordered by inmates became unavailable	Inspection of Monthly reports	$100.00 per day for each report received after 5 business days from the delivery date. County may impose penalty amount equal to the commission lost for the sales of the undelivered item fifteen (15) days after the Contractor's inability to replace the menu item ordered.
SOW: 21.2 – Inmate Complaints	Contractor shall provide a monthly report with synopsis of the types of complaints, location and resolution by the date agreed upon by the County Project Manager.	Inspection of Monthly reports and service request logs	$100.00 per day for each report received late, unless prior approval of the late delivery was obtained from the County Project Director.
SOW: 23.0 - Administration	Contractor Project Manager or designee shall be required to attend monthly meetings and other meetings deemed necessary by the County Project Manager.	Inspection of management meeting records/reports	$300.00 for each failure to attend such meetings, unless prior approval for non-compliance by the Contractor was obtained from the County Project Director.
SOW: 27.4 – Equipment (Kiosks)	All kiosk equipment installations shall be accomplished without alteration of approved Sheriff's jail facility locations, unless consent is first obtained from the County Project Manager. All kiosk equipment must be approved by the County Project Manager prior to installation. County reserves the right to change or cancel a previously approved installation	Inspection of service request logs and reports	$100.00 per day for failure to relocate or remove the affected equipment as required after the seven (7) calendar days from the notice date, unless prior approval for the delay of relocation or removal of the equipment is obtained from the County Project Director.

SPECIFIC PERFORMANCE REFERENCE	SERVICE STANDARDS	MONITORING METHOD	LIQUIDATED DAMAGES OR DEDUCTIONS/FEES TO BE ASSESSED
	location, and Contractor shall either relocate or remove the affected kiosk equipment as required within seven (7) calendar days of notice from the County Project Manager. Contractor shall assume all costs of installations other than with respect to utility connections which shall be provided by the County.		
SOW: 27.6 – Equipment (Microwaves)	Contractor shall provide initially twenty-five (25) microwave ovens at specific custody housing locations to be specified by the County's Project Manager within fifteen (15) workings days from the Agreement Commencement Date. The model and make of the microwave oven(s) shall be approved by the County's Project manager prior to installation. The minimum specifications for the microwave oven(s) will be approved by the County Project Director.	Inspection of the service request logs and reports	$100.00 per day for failure to complete the installations of the required microwave ovens after fifteen (15) workings days from the Agreement Commencement Date, unless prior approval for the delay of installation is obtained from the County Project Director.
SOW: 27.8 – Equipment (Repair, maintenance and/or replacement of equipment)	Contractor shall provide repair and maintenance and/or replacement of all equipment used by Contractor to ensure no disruption in commissary operations under the terms of this Agreement. If equipment fails prior to the completion of a commissary order(s), unless due to the County's system malfunction, Contractor	Inspection of the service request logs and reports	$300.00 per day for failure to compliance, unless prior approval for the non-compliance is obtained from the County Project Director.

SPECIFIC PERFORMANCE REFERENCE	SERVICE STANDARDS	MONITORING METHOD	LIQUIDATED DAMAGES OR DEDUCTIONS/FEES TO BE ASSESSED
	shall ensure the proper scanning and accountability of the inmate order(s) within 24 hours of the notification received by the Contractor.		
SOW: 28.1 – Emergency Response and Response Time to System Outages	Contractor shall provide 24-hour on-call technical staff in resolving system problems or outages for all commissary services equipment. The required response time must be within 24 hours from the time notification was received by the Contractor.	Inspection of the service request logs and reports.	$300.00 per day for failure to compliance, unless prior approval fro the non-compliance is obtained from the County Project Director.
SOW: 29.0 – Reports	Contractor shall provided the reports listed in this Section 29.0 and listed below to the County's Project Manager by the date mutually agreed upon by both the County and the Contractor. The reports shall include, but not limited to the follow: Weekly Commissary Delivery Summary Report, Monthly Maintenance Report, Monthly Commissary Sales Summary Report, Commissary Commission Report, Pro-per Sales Delivery Summary Report, Family Pack Sales Delivery Summary Report, Annual Financial Statement Report, Fiscal Year Comparative Report, Yearly Commissary Sales Summary Report, Commissary Inmate Order Summary Report, Sales Analysis Report, Individual	Inspection of the weekly, monthly, and annual reports and logs	$25.00 per day for each report received late, unless prior approval of the late delivery was obtained from the County Project Director.

SPECIFIC PERFORMANCE REFERENCE	SERVICE STANDARDS	MONITORING METHOD	LIQUIDATED DAMAGES OR DEDUCTIONS/FEES TO BE ASSESSED
	or Group Consumption Report, Monthly Kiosk Status Report, Complaint Summary Report, Monthly Delivery Fill Rate Report.		

CONTRACT FOR
INMATE COMMISSARY SERVICES

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

_____
CONTRACTOR NAME

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health and criminal records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No. _____

Employee Name_____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health and criminal records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____
DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

CONTRACT FOR
INMATE COMMISSARY SERVICES

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

_____
CONTRACTOR NAME

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health and criminal records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No._____

Non-Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health and criminal records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____