



# OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ROBERT G. LUNA, SHERIFF



June 3, 2025

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

Dear Supervisors:

**APPROVE A CONTRACT WITH KEEFE COMMISSARY NETWORK,  
LLC FOR INMATE COMMISSARY AND VENDING SERVICES  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval and execution of a contract (Contract) with Keefe Commissary Network, LLC (Keefe) for inmate commissary and vending services (Services) for persons incarcerated in County jails.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Chair of the Board to sign the attached Contract with Keefe for a Contract term commencing upon such execution and continuing for an initial term of six years with four additional one-year periods, at the sole discretion of the County.
2. Delegate authority to the Sheriff, or his designee, to execute Amendments and Change Notices to the Contract, as set forth throughout the Contract to: (1) effectuate modifications, which do not materially affect any term of the Contract; (2) exercise the option periods, if in the best interest of the County; (3) add new or revised standard County contract provisions adopted by the Board, as required

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periodically; (4) effectuate the assignment and delegation/mergers or acquisitions provision; and (5) terminate the Contract, either in whole or in part, by the provision of a 30-day written notice.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On May 18, 2021, the Board adopted a motion requesting further information from the Department to ensure that the Board proceeds with the most appropriate option to assist those in custody within County jails and their loved ones. In response to the motion, the Department has worked diligently to negotiate a contract which best aligns with the Board's priority to ensure that commissary and vending items are made available at-cost to the incarcerated population. Pricing for all commissary and vending products sold under the proposed Contract will be determined as follows:

- Except for specialty products requiring a letter from the manufacturer/supplier, Keefe will be required to ensure that pricing for all commissary and vending products is equal to or lower than the average retail pricing from three local retailers located within the County. For purposes of the contract, "local retailers" is defined as full-service grocery stores, retail stores, department stores and wholesaler stores, subject to the County's approval, located within the County. Price comparisons from gas stations, mini-marts, and convenience stores will not be accepted.
- Additionally, Keefe will provide the County a two percent discount on all commissary and vending products. Keefe's discounted price percentage will be applied to the average retail pricing from three local retailers or pricing from manufacturer/supplier (as applicable).

Approval of the recommended actions will allow the Department to establish a new Contract for Services that provides incarcerated persons with an opportunity to purchase a variety of commissary and vending goods from an independent contractor. The Services generate revenue that is deposited into the Inmate Welfare Fund (IWF) and spent on inmate educational programs, vocational training, and other services.

### **Implementation of Strategic Plan Goals**

The Services provided under the proposed Contract support the County's Strategic Plan, North Star 2, Focus Area B: Care First, Jails Last, Strategy II: Systems of Care and Support: Reduce the incarcerated population, depopulate and close Men's Central Jail, and expand the system of care and support in L.A. County to provide improved

resources to better meet the needs of justice-involved individuals. The Contract will allow the Department to continue providing commissary items to persons incarcerated in County jails.

### **FISCAL IMPACT/FINANCING**

The proposed Contract will be at zero-net-cost to the County, as the Contract is revenue-sharing.

The Department will collect 39 percent of the gross revenue from commissary and vending sales, all of which will be deposited into the Department's IWF. The IWF directly finances various educational, rehabilitative, and recreational programs for incarcerated persons.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Department currently contracts for inmate commissary services with Keefe under Agreement Number 76191 (Agreement 76191), and vending services with First Class Vending Inc. under Agreement Number 77438 (Agreement 77438). The current Agreements for Services expire on August 27, 2025.

The Agreement 76191 will be terminated for convenience upon execution of the proposed Contract. To avoid a lapse in vending services, Agreement 77438 will continue while Keefe completes the phased installation of its replacement vending machines. Upon the Department's verification of Keefe's successful installation, Agreement 77438 will be terminated for convenience with 30 calendar days' written notice.

Keefe has affirmed its compliance with all Board and County Chief Executive Office requirements including the following County-required provisions: Jury Service, Safely Surrendered Baby Law, Defaulted Property Tax Reduction Programs, Zero Tolerance Human Trafficking Policy, Fair Chance Employment Hiring Practices, Policy of Equity, and Campaign Contribution Prohibition.

The attached Contract has been reviewed and approved as to form by County Counsel.

### **CONTRACTING PROCESS**

On January 11, 2024, the Department issued a Request for Proposals (RFP) for a combined Services contract, with a closing date of May 10, 2024. Three potential proposers attended the Department's mandatory proposer's conference held on

The Honorable Board of Supervisors  
June 3, 2025  
Page 4

March 26, 2024. Keefe was the only proposer who submitted a proposal in response to the RFP. Keefe met the minimum mandatory requirements and was determined to be responsive and responsible.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the proposed Contract will ensure the most efficient continuation of Services to persons incarcerated in County jails.

**CONCLUSION**

Upon Board approval, please return a copy of the adopted Board letter and two original executed copies of the Contract to the Department's Contracts Unit.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Luna", is positioned above the printed name.

ROBERT G. LUNA  
SHERIFF



# **STATEMENT OF WORK**

## **ATTACHMENTS**

### **TABLE OF CONTENTS**

#### Attachments

- A CONTRACT DISCREPANCY REPORT
- B PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART
- C.1 VENDING EQUIPMENT LIST BY FACILITY
- C.2 VENDING MACHINE DIMENSIONS
- C.3 VENDING MACHINE PHASED INSTALLATION PLAN
- D SYSTEM INTERFACES
- E.1 PHOTOGRAPHY AND/OR PRESS RELATIONS
- E.2 GROOMING AND DRESS STANDARDS
- E.3 POLITICAL ACTIVITY
- E.4 SECURITY OF PERSONAL PROPERTY
- E.5 CONTRABAND DEFINED
- E.6 ENTRY APPLICATION FOR CUSTODY FACILITIES
- E.7 POLICY OF EQUALITY
- E.8 NON-EMPLOYEE INJURY REPORT
- E.9 SAMPLE SECURITY INCIDENT REPORT
- F COMMISSARY AND VENDING PRODUCT MASTER LIST
- F.1 COMMISSARY HOUSING MENUS
- F.2 INDIGENT KITS
- F.3 COUNTY'S KITS AND ASSORTMENTS
- F.4 WEB ORDER MENU
- F.5 VENDING MENU
- F.6 INMATE ACCOUNT DEPOSIT FEE SCHEDULE
- G.1 CONTRACTOR'S DELIVERY PLAN
- G.2 MAINTENANCE AND DELIVERY SCHEDULE

# **ATTACHMENT A**

## **CONTRACT DISCREPANCY REPORT**

**CONTRACT DISCREPANCY REPORT****TO:****FROM:****DATES:**

Prepared: \_\_\_\_\_

Returned by Contractor: \_\_\_\_\_

Action Completed: \_\_\_\_\_

**DISCREPANCY PROBLEMS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative\_\_\_\_\_  
Date**CONTRACTOR RESPONSE (Cause and Corrective Action):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor Representative\_\_\_\_\_  
Date**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor Representative\_\_\_\_\_  
Date**COUNTY ACTIONS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date \_\_\_\_\_

Contractor Representative's Signature and Date \_\_\_\_\_

## **ATTACHMENT B**

### **PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	SERVICE CREDITS TO BE ASSESSED
Contract: Paragraph 7.0 – Administration of Contract – Contractor	Contractor must notify the County in writing of any change in name or address of Contractor Project Director and/or Manager.	Inspection & Observation	\$50 per occurrence
Contract: Paragraph 7.2.3 – Regular Management Meetings	Contractor Project Director and/or Contractor Project Manager must attend regularly scheduled management meetings, including bi-monthly vendor forum meetings. Contractor must present a monthly overview of commissary and vending sales, trends, and contemporary commissary and vending issues. Contractor Project Director and/or Contractor Project Manager may also be required to attend other meetings with County Project Director, at the request of the County.	Attendance	\$50 per occurrence
Contract: Paragraph 8.38 - Record Retention and Inspection-Audit Settlement	Contractor must maintain all required documents as specified in Paragraph 8.38.	Inspection of files	\$50 per occurrence
Contract: Paragraph 8.40 - Subcontracting	Contractor must obtain the County's written approval prior to subcontracting any Work.	Inspection and Observation	\$100 per occurrence; possible termination for default of Contract.



Exhibit A (SOW): Paragraph 4.1.5 – Out-of-Stock Products	<p>Contractor must immediately notify County Project Manager if a product is out of stock for more than five Business Days. For each out-of-stock product, Contractor must provide County Project Director with the following information:</p> <ul style="list-style-type: none"> <li>• Product number,</li> <li>• Product description,</li> <li>• Reason product is out of stock, and</li> <li>• Anticipated product availability date.</li> </ul>	Inspection of Monthly reports	<p>\$100 per day for each report received after five Business Days from the delivery date.</p> <p>The County may impose penalty amount equal to the commission lost for the sales of the undelivered item 15 Days after Contractor's inability to replace the menu item ordered.</p>
Exhibit A (SOW): Paragraph 5.0 – Reporting Requirements for Commissary and Vending	The frequency of reports listed in this Paragraph 5.0 is subject to change based upon the needs of the Department. County Project Director will notify Contractor in writing when such change is required. Contractor must submit reports in a form and format as directed by County Project Director. The Department may, from time-to-time request additional reports, which may include, but are not limited to, comparison reports.	Inspection of the weekly, monthly, and annual reports and logs	\$25 per Day for each report received late, unless prior approval of the late delivery was obtained from County Project Director.
Exhibit A (SOW): Paragraph 8.2.5	Contractor must provide a monthly report, listing all complaints and concerns received by Contractor. Monthly report is due on the first Wednesday of the second month following the Contract's Effective Date, for concerns reported the first month of the Contract; and monthly thereafter.	Inspection of Monthly reports and service request logs	\$100 per day for each report received late, unless prior approval of the late delivery was obtained from County Project Director.

Exhibit A (SOW): Paragraph 8.3 – Quality Assurance Plan	Contractor Project Manager must attend a scheduled yearly meeting.	Inspection of management meeting records/reports	\$500 for each failure to attend such meeting, unless prior approval for non-compliance by Contractor was obtained from County Project Director.
Exhibit A (SOW): Paragraph 8.3.2 – Monthly Title XV Meeting	Contractor is required to attend a scheduled monthly Title XV meeting. Contractor must present, at the Title XV meetings, a monthly overview of commissary and vending sales, trends and issues, which shall include but not be limited to, sales spikes, billing, inmate complaints, machine maintenance, theft, security concerns, involving vending machines, and any other problems being realized by the County or Contractor.	Attendance	\$50.00 per occurrence
Exhibit A (SOW) – Paragraph 9.5	Contractor must immediately remove any products requested by the County, which the County determines to be inappropriate or a safety or health risk.	Inspection of vending machines and Commissary and Vending Menus and Price Lists	\$100 per occurrence

Exhibit A (SOW) – Paragraph 10.6.3	Contractor must add or delete specific product requested by the County within 72 hours of such request.	Inspection of vending machines and Commissary and Vending Menus and Price Lists	\$100 per occurrence
Exhibit A (SOW) – Paragraph 9.6	All Contractor’s commissar products must have an expiration or “sell by” date of at least seven Days after the delivery date.	Inspection of merchandise in Commissary Menu and vending machines	\$100 per occurrence
Exhibit A (SOW) – 10.5.7	Contractor must pro-actively remove any product found to be past the expiration date and replace it immediately, or within 24-hours after request by County Project Director. Contractor must ensure that expiration or “use-by” dates are not tampered with in any way. If any tampering of expiration or “use-by” dates is discovered, the County will assess liquidated damages as further described in this Attachment B the SOW.	Inspection of merchandise in Commissary Menu and vending machines	\$100 per occurrence

Exhibit A (SOW) – Paragraph 10.5.4	All food products stocked for resale by Contractor must be first-class in quality and comprised of highly recognizable name brands available to the public as further described in Paragraph 10.6 (Vending Menu), and Attachment F.5 (Vending Menu) of the SOW; and must conform to federal, state and County food (health) laws, ordinances, and regulations in all respects. The County will determine, in its sole discretion, which products may be available for sale. County Project Director will notify Contractor in writing of any changes or restrictions.	Inspection of items in Vending Menu.	\$50 for each brand found in vending machines that was not an approved brand.
Exhibit A (SOW): Paragraph 10.9 – Vending Maintenance Requirements	Repairs or replacements must be completed within one Business Day following written notification by County Project Director of a defective Vending Machine. In circumstances outside Contractor’s control (e.g., natural disasters, riots, and significant road closures), repairs or replacements must be completed within two Business Days of written approval by County Project Director.	Inspection of the service request logs and reports	\$300 per Day, for failure to comply, unless prior approval for the non-compliance is obtained from County Project Director.

## **ATTACHMENT C.1**

### **VENDING EQUIPMENT LIST BY FACILITY**



**VENDING EQUIPMENT LIST BY FACILITY**

<b>Facility</b>	<b>Direct Debit Vending Combo - Snack and Soda Machines</b>	<b>Direct Debit Vending Snack</b>	<b>Total</b>
Twin Towers	38	1	39
Men Central Jail	48		48
Century Detention Facility	32		32
Pitchess Detention Center North	32		32
Pitchess Detention Center South	15		15
Pitchess Detention Center East	8		8
North County Correctional Facility	31		31
<b>Total Vending machines</b>	<b>204</b>	<b>1</b>	<b>205</b>

**\* Subject to Change during term of contract**

## **ATTACHMENT C.2**

### **VENDING MACHINE DIMENSIONS**

## **VENDING MACHINE DIMENSIONS**

Dimensions provided is the amount available for machine(s)

### **CENTURY REGIONAL DETENTION FACILITY**

LOCATION	QUANTITY	MACHINE TYPE	HEIGHT	WIDTH	DEPTH
East – 1300	2	Combo – Soda/Snack	72"	39"	35"
East – 2100	2	Combo – Soda/Snack	72"	39"	35"
East – 3100	2	Combo – Soda/Snack	72"	39"	35"
East – 3200	2	Combo – Soda/Snack	72"	39"	35"
East – 3300	2	Combo – Soda/Snack	72"	39"	35"
East – 3400	2	Combo – Soda/Snack	72"	39"	35"
West - 1701	2	Combo – Soda/Snack	72"	39"	35"
West - 1702	2	Combo – Soda/Snack	72"	39"	35"
West - 2500	2	Combo – Soda/Snack	72"	39"	35"
West - 2600	2	Combo – Soda/Snack	72"	39"	35"
West - 2700	2	Combo – Soda/Snack	72"	39"	35"
West – 2800	2	Combo – Soda/Snack	72"	39"	35"
West – 3500	2	Combo – Soda/Snack	72"	39"	35"
West – 3600	2	Combo – Soda/Snack	72"	39"	35"
West – 3700	2	Combo – Soda/Snack	72"	39"	35"
West - 3800	2	Combo – Soda/Snack	72"	39"	35"
	32				

### **MEN'S CENTRAL JAIL**

LOCATION	QUANTITY	MACHINE TYPE	HEIGHT	WIDTH	DEPTH
Floor 3 – Section 3200/3400 - Room 3201	2	Combo – Soda/Snack	72"	39"	35"
Floor 2 – Section 2200/2400 - Room 2201A	2	Combo – Soda/Snack	72"	39"	35"
Floor 3 – Section 3100/3300 - Room 3101	2	Combo – Soda/Snack	72"	39"	35"
Floor 3 – Section 3500/3700 - Room 3701	2	Combo – Soda/Snack	72"	39"	35"
Floor 3 – Section 3600/3800 - Room 3801	2	Combo – Soda/Snack	72"	39"	35"
Floor 2 – Section 2100/2300 - Room 2101	2	Combo – Soda/Snack	72"	39"	35"
Floor 2 – Section 2900 - Room 2900	2	Combo – Soda/Snack	72"	39"	35"
Floor 2 – Section 2500/2700 - Room 2700	2	Combo – Soda/Snack	72"	39"	35"
Floor 2 – Section 2600/2800 - Room 2601	2	Combo – Soda/Snack	72"	39"	35"
Floor 2 – Section 1700 - Room 1750	1	Combo – Soda/Snack	72"	39"	35"
HOSP – Section 6000 - Room 6023	2	Combo – Soda/Snack	72"	39"	35"
HOSP – Section 7000 - Room 7029	2	Combo – Soda/Snack	72"	39"	35"
HOSP – Section 8000 - Room 8200/8122	2	Combo – Soda/Snack	72"	39"	35"
HOSP – Section 8000 - Room 8100	2	Combo – Soda/Snack	72"	39"	35"
4000 – Section 4700 - Room 9	2	Combo – Soda/Snack	72"	39"	35"
5000 – Section 5000 - Room 8	3	Combo – Soda/Snack	72"	39"	35"

5000 – Section 5000 - Room 5100	2	Combo – Soda/Snack	72"	39"	35"
5000 – Section 5000 - Room 5200	2	Combo – Soda/Snack	72"	39"	35"
5000 – Section 5000 - Room 5300	2	Combo – Soda/Snack	72"	39"	35"
9000 – Section 9500 - Room 4116	2	Combo – Soda/Snack	72"	39"	35"
9000 – Section 9300 - Room 9300	2	Combo – Soda/Snack	72"	39"	35"
9000 – Section 9100 - Room 9100	2	Combo – Soda/Snack	72"	39"	35"
9000 – Section 9200 - Room 9200	2	Combo – Soda/Snack	72"	39"	35"
9000 – Section 9400 - Room 9400	2	Combo – Soda/Snack	72"	39"	35"
	48				

### NORTH COUNTY CORRECTIONAL FACILITY

LOCATION	QUANTITY	MACHINE TYPE	HEIGHT	WIDTH	DEPTH
Section 500 – Room 511	1	Combo – Soda/Snack	72"	39"	35"
Section 500 – Room 519	1	Combo – Soda/Snack	72"	39"	35"
Section 500 – Room 509A	3	Combo – Soda/Snack	72"	39"	35"
Section 500 – Room 552	2	Combo – Soda/Snack	72"	39"	35"
Section 500 – Room 523	1	Combo – Soda/Snack	72"	39"	35"
Section 500 – Room 524	1	Combo – Soda/Snack	72"	39"	35"
Section 600 – Room 609A	3	Combo – Soda/Snack	72"	39"	35"
Section 600 – Room 652	3	Combo – Soda/Snack	72"	39"	35"
Section 700 – Room 709A	3	Combo – Soda/Snack	72"	39"	35"
Section 700 – Room 752	3	Combo – Soda/Snack	72"	39"	35"
Section 800 – Room 809A	3	Combo – Soda/Snack	72"	39"	35"
Section 800 – Room 852	3	Combo – Soda/Snack	72"	39"	35"
Section 900 – Room 915	2	Combo – Soda/Snack	72"	39"	35"
Section 900 – Room 920	2	Combo – Soda/Snack	72"	39"	35"
	31				

### PITCHESS DETENTION CENTER NORTH FACILITY

LOCATION	QUANTITY	MACHINE TYPE	HEIGHT	WIDTH	DEPTH
A-1	2	Combo – Soda/Snack	72"	39"	35"
A-2	2	Combo – Soda/Snack	72"	39"	35"
A-3	2	Combo – Soda/Snack	72"	39"	35"
A-4	2	Combo – Soda/Snack	72"	39"	35"
B-1	2	Combo – Soda/Snack	72"	39"	35"
B-2	2	Combo – Soda/Snack	72"	39"	35"
B-3	2	Combo – Soda/Snack	72"	39"	35"
B-4	2	Combo – Soda/Snack	72"	39"	35"
C-1	2	Combo – Soda/Snack	72"	39"	35"
C-2	2	Combo – Soda/Snack	72"	39"	35"
C-3	2	Combo – Soda/Snack	72"	39"	35"
C-4	2	Combo – Soda/Snack	72"	39"	35"
D-1	2	Combo – Soda/Snack	72"	39"	35"
D-2	2	Combo – Soda/Snack	72"	39"	35"
D-3	2	Combo – Soda/Snack	72"	39"	35"
D-4	2	Combo – Soda/Snack	72"	39"	35"
	32				

**PITCHESS DETENTION CENTER EAST FACILITY**

LOCATION	QUANTITY	MACHINE TYPE	HEIGHT	WIDTH	DEPTH
Fire Camp – 319	2	Combo – Soda/Snack	72"	39"	35"
Fire Camp – 321	2	Combo – Soda/Snack	72"	39"	35"
Fire Camp – 322	2	Combo – Soda/Snack	72"	39"	35"
Fire Camp – 323	2	Combo – Soda/Snack	72"	39"	35"
	8				

**PITCHESS DETENTION CENTER SOUTH FACILITY**

LOCATION	QUANTITY	MACHINE TYPE	HEIGHT	WIDTH	DEPTH
ADAM – Barrack 31	1	Combo – Soda/Snack	72"	39"	35"
ADAM – Barrack 33	1	Combo – Soda/Snack	72"	39"	35"
BOY – Barrack 35	3	Combo – Soda/Snack	72"	39"	35"
EDDIE – Barrack 37	1	Combo – Soda/Snack	72"	39"	35"
EDDIE – Barrack 39	1	Combo – Soda/Snack	72"	39"	35"
HENRY – Barrack 43	1	Combo – Soda/Snack	72"	39"	35"
HENRY – Barrack 44	1	Combo – Soda/Snack	72"	39"	35"
HENRY – Barrack 45	1	Combo – Soda/Snack	72"	39"	35"
KING – Barrack 46	1	Combo – Soda/Snack	72"	39"	35"
KING – Barrack 47	1	Combo – Soda/Snack	72"	39"	35"
KING – Barrack 48	1	Combo – Soda/Snack	72"	39"	35"
MARY – Barrack 51	2	Combo – Soda/Snack	72"	39"	35"
	15				

**TWIN TOWERS CORRECTIONAL FACILITY**

LOCATION	QUANTITY	MACHINE TYPE	HEIGHT	WIDTH	DEPTH
T131 – ABC	3	Combo – Soda/Snack	72"	39"	35"
T131 – DEF	2	Combo – Soda/Snack	72"	39"	35"
T132 – ABC	2	Combo – Soda/Snack	72"	39"	35"
T132 – DEF	2	Combo – Soda/Snack	72"	39"	35"
T141 – ABC	2	Combo – Soda/Snack	72"	39"	35"
T141 – DEF	2	Combo – Soda/Snack	72"	39"	35"
T142 – DEF	2	Combo – Soda/Snack	72"	39"	35"
T151 – DEF	2	Combo – Soda/Snack	72"	39"	35"
T161 – ABC	2	Combo – Soda/Snack	72"	39"	35"
T211	1	Combo – Soda/Snack	72"	39"	35"
T232 – ABC	2	Combo – Soda/Snack	72"	39"	35"
T232 – DEF	2	Combo – Soda/Snack	72"	39"	35"
T242 – ABC	2	Combo – Soda/Snack	72"	39"	35"
T261 – ABC	2	Combo – Soda/Snack	72"	39"	35"
T261 – DEF	2	Combo – Soda/Snack	72"	39"	35"
T271 – ABC	3	Combo – Soda/Snack	72"	39"	35"
T271 – DEF	2	Combo – Soda/Snack	72"	39"	35"
T272 – ABC	2	Combo – Soda/Snack	72"	39"	35"
T272 – DEF	2	Combo – Soda/Snack	72"	39"	35"
	39				



## **ATTACHMENT C.3**

### **VENDING MACHINE PHASED INSTALLATION PLAN**

## **VENDING MACHINE PHASED INSTALLATION PLAN**

### **Site Order for Installation:**

- 1 – CRDF
- 2 – Twin Towers
- 3 – Pitches
- 4 – NCCF
- 5 – MenCJ

### **Dependencies:**

- Contract Signed and received by Projects Team
- Cloud DEV work completed
- AC DEV work completed
- Background checks clearing for approval
- Shipping – both internationally and domestically
  - o Product availability from vendors
  - o The boards for both the vending machines as well as the in hands are made overseas
  - o Vending product availability to fill machines
- Inmate compliance
- Staff/County Availability
- Natural disasters
- Weather
- Holidays
- Access Corrections startup paperwork completion/approval
- AC Secure Deposits/Secure Release back-end completion
- Numi new customer startup
- WorldNet availability
- Circuit installation and turn up with provider
- **Facility/County IT Is Providing Network Infrastructure – We will need full cooperation and attention for network set up**
- Wiring availability/completion
- Menu/planogram approvals
- VMS site creation

## **Week by Week Breakdown:**

Week 1 -

Signed Contract Received by Projects Team

Week 2 -

Order Vending Equipment

Order Hand Wand Scanners

Order Networking Equipment - Firewalls/Switches

Coordinate WorldNet for Circuit Target Dates

Background Checks Submitted (Keefe and Staley)

Week 7 -

Background Checks Approved for Entry

New Customer Start Up Paperwork Approved

Week 12 -

Site 1 Wiring (CRDF Week 1/5)

Week 13 -

Site 1 Wiring (CRDF Week 2/5)

Week 14 -

Site 1 Wiring (CRDF Week 3/5)

Week 15 -

Site 1 Wiring (CRDF Week 4/5)

Week 16 -

Site 1 Wiring (CRDF Week 5/5)

Week 17 -

Site 2 Wiring (Twin Towers Week 1/6)

Week 18 -

Site 2 Wiring (Twin Towers Week 2/6)

Week 19 -

Site 2 Wiring (Twin Towers Week 3/6)

Week 20 -

Site 2 Wiring (Twin Towers Week 4/6)

Week 21 -

**Buffer Week for Holiday**

Week 22 -

Site 2 Wiring (Twin Towers Week 5/6)

Vending Configurations Kick Off (Week 1-16)

Week 23 -

Site 2 Wiring (Twin Towers Week 6/6)

Vending Configurations Progression (Week 2/16)

Week 24 -

Site 3 Wiring (Pitches Week 1/8)

Vending Configurations Progression (Week 3/16)

Week 25 -

Site 3 Wiring (Pitches Week 2/8)

Vending Configurations Progression (Week 4/16)

Week 26 -

**Buffer Week for Holiday**

Week 27 –

Site 3 Wiring (Pitches Week 3/8)

Vending Configurations Progression (Week 5/16)

Site 1 - CRDF Circuit Survey

Week 28 -

Site 3 Wiring (Pitches Week 4/8)

Vending Configurations Progression (Week 6/16)

Site 1 - CRDF Circuit Install

Week 29 -

Site 3 Wiring (Pitches Week 5/8)

Vending Configurations Progression (Week 7/16)

Site 2 - Twin Towers Circuit Survey

Week 30 -

Site 3 Wiring (Pitches Week 6/8)

Vending Configurations Progression (Week 8/16)

Site 2 - Twin Towers Circuit Install

Week 31 -

Site 3 Wiring (Pitches Week 7/8)

Vending Configurations Progression (Week 9/16)

Site 3 - Pitches Circuit Survey

Vending Menu / Planogram Approval Received

Week 32 -

Site 3 Wiring (Pitches Week 8/8)

Vending Configurations Progression (Week 10/16)

Site 3 - Pitches Circuit Install

Week 33 -

Site 4 Wiring (NCCF Week 1/5)

Vending Configurations Progression (Week 11/16)

Site 4 - NCCF Circuit Survey

Week 34 -

Site 4 Wiring (NCCF Week 2/5)

Vending Configurations Progression (Week 12/16)

Site 4 - NCCF Circuit Install

Week 35 -

**Buffer Week for Holiday**

Week 36 -

Site 4 Wiring (NCCF Week 3/8)

Site 1 - CRDF Vending Machine Delivery (4 Days)

Site 1 Vending Install (CRDF - Week 1/1)

Vending Configuration Progression (Week 13/16)

Site 5 - MenCJ Circuit Survey

Week 37 -

Site 4 Wiring (NCCF Week 4/5)

Site 2 - Twin Towers Vending Machine Delivery (4 Days)

Site 2 Vending Install (Twin Towers - Week 1/2)

Vending Configuration Progression (Week 14/16)

Site 5 - MenCJ Circuit Install

Week 38 -

Site 4 Wiring (NCCF Week 5/8)

Site 2 Vending Install Twin Towers - Week 2/2)

Vending Configuration Progression (Week 15/16)

Week 39 -

Site 5 Wiring (MenCJ Week 1/8)

Site 3 - Pitches Vending Machine Delivery (Week 1/2 [5 Days])

Site 3 Vending Install (Pitches - Week 1/2)

Vending Configuration Progression (Week 16/16)

Week 40 -

Site 5 Wiring (MenCJ Week 2/8)

Site 3 - Pitches Vending Machine Delivery (Week 2/2 [1 Day])

Site 3 Vending Install (Pitches - Week 2/2)

Week 41 -

Site 5 Wiring (MenCJ Week 3/8)

Site 4 - NCCF Vending Machine Delivery (4 Days)

Site 4 Vending Install (NCCF - Week 1/1)

Week 42 -

Site 5 Wiring (MenCJ Week 4/8)

Week 43 -

Site 5 Wiring (MenCJ Week 5/8)

Week 44 -

Site 5 Wiring (MenCJ Week 6/8)

Week 45 -

Site 5 Wiring (MenCJ Week 7/8)

Week 46 -

Site 5 Wiring (MenCJ Week 8/8)

Week 47 -

**Buffer Week for Holiday**

Week 48 -

Site 5 - MenCJ Vending Machine Delivery (5 days)

Site 5 Vending Install (MenCJ - Week 1/2)

Week 49 -

Site 5 Vending Install (MenCJ - Week 2/2)

Week 50 -

Total Project Completion Hypercare / Service Desk Hand Off (Week 1/1)

Week 51 -

**Buffer Week for Holiday**

Week 52 -

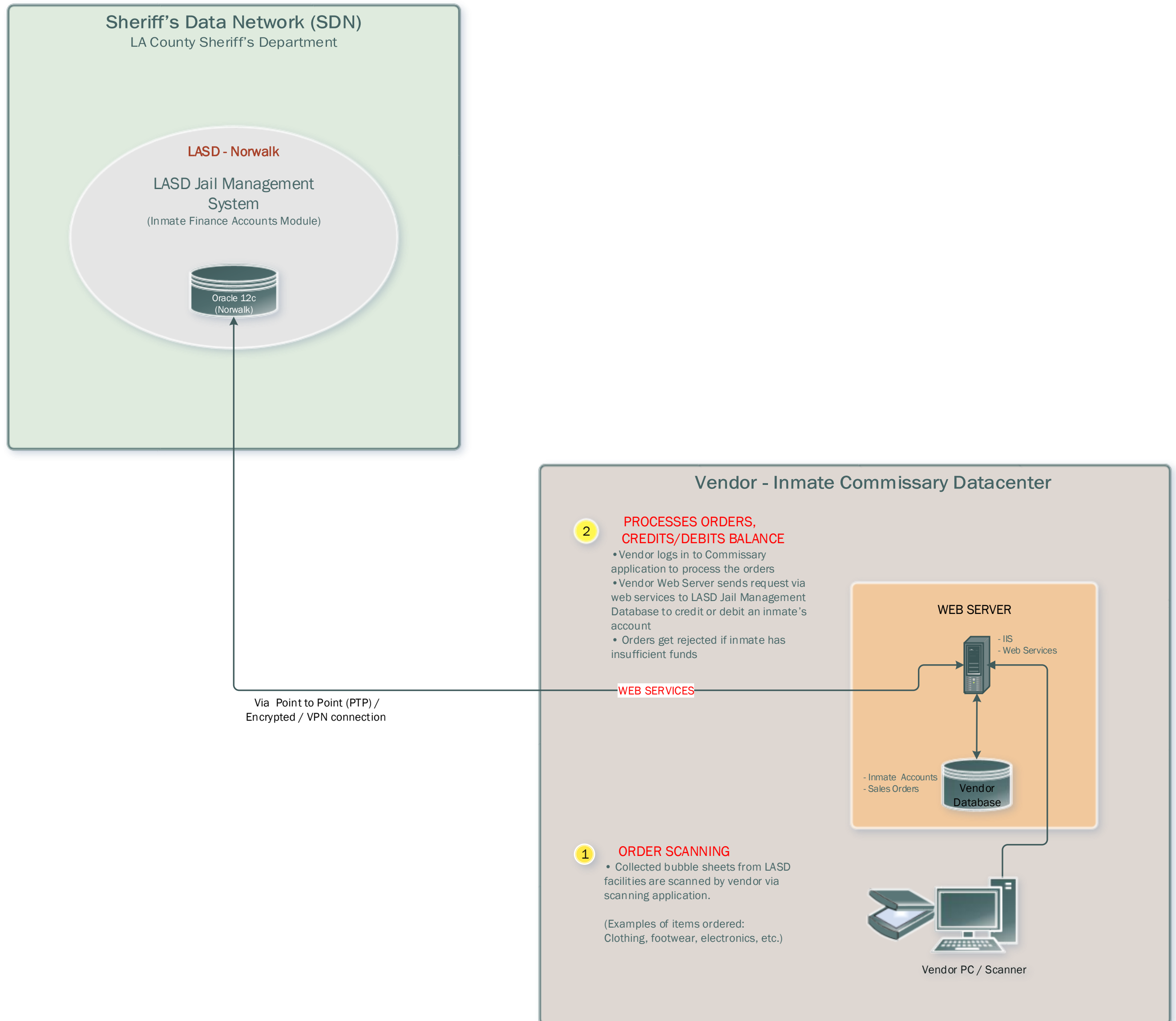
**Buffer Week for Holiday**



## **ATTACHMENT D**

### **SYSTEM INTERFACES**

# PROPOSED



## **ATTACHMENT E.1**

### **PHOTOGRAPHY AND/OR PRESS RELATIONS**

## **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 Custody Facilities provides you with knowledge which may not be readily available to the public. Our Custody Facilities 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 Department's 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 Custody 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, etc.).

## **ATTACHMENT E.2**

### **GROOMING AND DRESS STANDARDS**

## **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 and Vending 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.
- Visible tattoos. All tattoos must be covered by clothing.

## **ATTACHMENT E.3**

### **POLITICAL ACTIVITY**



## **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 E.4**

### **SECURITY OF PERSONAL PROPERTY**

### **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 Custody 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 Custody 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 Section [5-11/010.00](#) "Use of Tobacco Products.

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 on the way 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 Custody Facility.

## **ATTACHMENT E.5**

### **CONTRABAND DEFINED**

### **5-7/010.00 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 [5-06/010.05](#) and [5-06/010.10](#), "Allowable Inmate Property."

Perishable items, which will be disposed of.

## **ATTACHMENT E.6**

### **ENTRY APPLICATION FOR CUSTODY FACILITIES**

ENTRY APPLICATION FOR CUSTODY  
FACILITIES

**THIS APPLICATION IS A PERMANENT RECORD. ALL INFORMATION MUST BE *TYPED OR NEATLY PRINTED*, USING *BLACK INK ONLY*. ILLEGIBLE OR INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.**

**THE ATTACHED INSTRUCTIONS MUST BE FOLLOWED EXPLICITLY.**

PART-TIME APPLICANTS WILL FILL OUT ONLY THOSE SECTIONS MARKED WITH A SHADED BLACK BOX (  )

**IMPORTANT INSTRUCTIONS FOR COMPLETING APPLICATION**

IT IS MANDATORY THAT ALL INFORMATION WHICH IS REQUESTED BE SUPPLIED IN THE EXACT NUMBER REQUESTED. EACH QUESTION ON THIS APPLICATION FORM MUST BE ANSWERED, LEAVE NO BLANKS. IF A QUESTION DOES NOT APPLY, ENTER "D.N.A." IN THE SPACE PROVIDED FOR THE ANSWER. **INCOMPLETE APPLICATION WILL NOT BE ACCEPTED.**

1. READ THE FORMS CAREFULLY.
2. LIST ZIP CODES AND AREA CODES ON ALL REQUESTED ADDRESSES AND TELEPHONE NUMBERS.
3. YOU MUST HAVE COMPLETE ADDRESSES AND TELEPHONE NUMBERS OF PRESENT AND PAST EMPLOYERS FOR THE LAST 5 YEARS.
4. COMPLETE ALL THE INFORMATION ON EDUCATIONAL BACKGROUND, LIST LAST HIGH SCHOOL ATTENDED OR GRADUATED FROM AND ALL COLLEGES ATTENDED.
5. LIST ALL RESIDENCES FROM LAST 5 YEARS TO PRESENT. TIME SPENT IN THE ARMED FORCES MAY BE SHOWN AS ONE RESIDENCE, I.E. - 1968-70, U.S. ARMY.
6. LIST RELATIVES IN THE ORDER REQUESTED. INFORMATION ON DECEASED RELATIVES SHOULD BE LISTED AS FOLLOWS: RELATIONSHIP, NAME, "DECEASED" AND BIRTHPLACE.
7. IF THERE IS NOT SUFFICIENT SPACE ON THE FORM TO INCLUDE ALL THE INFORMATION REQUIRED, PLACE A SUPPLEMENTAL INFORMATION SHEET, (8-1/2 X 11- LINED PAPER, IN PROPER SEQUENCE AND COMPLETE THE INFORMATION. BE CERTAIN TO IDENTIFY EACH QUESTION BY ITEM NUMBER ON THE SUPPLEMENTAL INFORMATION SHEET.
8. ANY FALSE STATEMENTS MADE ON THIS QUESTIONNAIRE MAY CAUSE THIS APPLICANTS NAME TO BE REMOVED FROM THE ELIGIBLE LIST OR BE CAUSE FOR IMMEDIATE DISMISSAL IF AN APPOINTMENT WAS MADE.

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Please initial this page

## APPLICATION AND HISTORY RECORD

SECTION I - PERSONAL INFORMATION <span style="background-color: black; color: black;">[REDACTED]</span>											
DATE OF APPLICATION		POSITION APPLIED FOR			(LEGAL NAME) LAST		FIRST		MIDDLE		
SEX	AGE	HEIGHT	WEIGHT	HAIR	EYES	SOCIAL SECURITY NUMBER					
ALIASES, NICKNAMES, MAIDEN NAME						<input type="checkbox"/> U.S. CITIZEN <input type="checkbox"/> NATURALIZED <input type="checkbox"/> LEGAL ALIEN	DATE		STATE:		
DATE OF BIRTH		PLACE OF BIRTH (CITY, COUNTY, STATE)									
MOTOR VEHICLE OPERATOR'S LICENSE OR I.D. CARD NO. AND STATE					EXPIRATION DATE		AUTO INSURANCE POLICY NUMBER				
NAME OF AUTO INSURANCE COMPANY			NUMBER		STREET		CITY		STATE		ZIP CODE
IN EMERGENCY NOTIFY (RELATIONSHIP, NAME, ADDRESS, ZIP CODE, TELEPHONE NUMBER WITH AREA CODE)											

SECTION II - CURRENT RESIDENCE <span style="background-color: black; color: black;">[REDACTED]</span>			
RESIDENCE ADDRESS (NUMBER, STREET, APT, NUMBER, CITY, STATE, ZIP CODE)			<input type="checkbox"/> OWN <input type="checkbox"/> RENT <input type="checkbox"/> VISITING
RESIDENCE PHONE (AREA CODE)	BUSINESS PHONE (AREA CODE &, EXTENSION)		OTHER PHONE (AREA CODE)
MAILING ADDRESS (IF DIFFERENT FROM RESIDENCE)			

SECTION III - MARITAL INFORMATION <span style="background-color: black; color: black;">[REDACTED]</span>				
MARITAL STATUS		<input type="checkbox"/> SINGLE <input type="checkbox"/> MARRIED		
NAME OF PRESENT SPOUSE (FIRST, MIDDLE, LAST)			AGE	DATE OF BIRTH:
OTHER NAMES SPOUSE HAS USED	PLACE OF MARRIAGE (CITY, COUNTY, STATE, ZIP CODE)		DATE OF MARRIAGE	
SPOUSE'S ADDRESS (IF DIFFERENT THAN APPLICANT'S)			TELEPHONE # (AREA CODE)	
SPOUSE'S EMPLOYER'S NAME AND ADDRESS				
SPOUSE'S POSITION OR TITLE		LENGTH OF TIME SPOUSE EMPLOYED BY PRESENT EMPLOYER ____ YEARS ____ MONTHS	TELEPHONE # (AREA CODE)	
1. LIST ALL OF YOUR CHILDREN (INCLUDE STEP CHILDREN, ADOPTED CHILDREN, ETC.)				
				PRESENTLY LIVING WITH YOU?
NAME	DATE OF BIRTH	RELATIONSHIP	YES	NO



## SECTION IV - FAMILY HISTORY

1. LIST RELATIVES IN THE FOLLOWING ORDER: MOTHER (MAIDEN NAME), FATHER, STEP-MOTHER, STEPFATHER, BROTHERS, SISTERS, LEGAL GUARDIAN

RELATIONSHIP	AGE	LAST NAME	FIRST	MIDDLE	NICKNAME/MAIDEN NAME
ADDRESS		CITY		STATE	ZIP CODE
BIRTHPLACE			OCCUPATION		
RELATIONSHIP	AGE	LAST NAME	FIRST	MIDDLE	NICKNAME/MAIDEN NAME
ADDRESS		CITY		STATE	ZIP CODE
BIRTHPLACE			OCCUPATION		
RELATIONSHIP	AGE	LAST NAME	FIRST	MIDDLE	NICKNAME/MAIDEN NAME
ADDRESS		CITY		STATE	ZIP CODE
BIRTHPLACE			OCCUPATION		
RELATIONSHIP	AGE	LAST NAME	FIRST	MIDDLE	NICKNAME/MAIDEN NAME
ADDRESS		CITY		STATE	ZIP CODE
BIRTHPLACE			OCCUPATION		
RELATIONSHIP	AGE	LAST NAME	FIRST	MIDDLE	NICKNAME/MAIDEN NAME
ADDRESS		CITY		STATE	ZIP CODE
BIRTHPLACE			OCCUPATION		
RELATIONSHIP	AGE	LAST NAME	FIRST	MIDDLE	NICKNAME/MAIDEN NAME
ADDRESS		CITY		STATE	ZIP CODE
BIRTHPLACE			OCCUPATION		

IF DIVORCED, WIDOWED OR ANNULLED, LIST PRIOR MARRIAGES IN ORDER OF OCCURRENCE		
NAME OF FORMER SPOUSE		DATE FINAL DIVORCE FILED
PRESENT ADDRESS OF FORMER SPOUSE		TELEPHONE NO. (AREA CODE)
NAME OF FORMER SPOUSE		DATE FINAL DIVORCE FILED
PRESENT ADDRESS OF FORMER SPOUSE		TELEPHONE (AREA CODE)
AMOUNT OF CHILD SUPPORT OR ALIMONY ORDERED	HAVE YOU EVER BEEN DELINQUENT ON THESE PAYMENTS? IF YES: EXPLAIN:      YES      NO	

SECTION V RESIDENCE INFORMATION		
1. LIST ALL RESIDENCES DURING THE LAST 5 YEARS, START WITH CURRENT LOCATION.		
FROM MO. /YR.	TO MO. /YR.	ADDRESS (NUMBER, STREET, APT. NUMBER, CITY, STATE, ZIP CODE)
FROM MO. /YR.	TO MO. /YR.	ADDRESS (NUMBER, STREET, APT. NUMBER, CITY, STATE, ZIP CODE)
FROM MO. /YR.	TO MO. /YR.	ADDRESS (NUMBER, STREET, APT. NUMBER, CITY, STATE, ZIP CODE)
FROM MO. /YR.	TO MO. /YR.	ADDRESS (NUMBER, STREET, APT. NUMBER, CITY, STATE, ZIP CODE)
FROM MO. /YR.	TO MO. /YR.	ADDRESS (NUMBER, STREET, APT. NUMBER, CITY, STATE, ZIP CODE)

SECTION VI - EDUCATION INFORMATION						
1. LIST HIGH SCHOOL GRADUATED FROM OR LAST ATTENDED:						
NAME OF SCHOOL	CITY AND STATE	FROM	TO	GRAD. ?	CALIFORNIA PROFICIENCY TEST YES NO WHEN TAKEN	
2. LIST ALL COLLEGES AND UNIVERSITIES ATTENDED INCLUDING POST GRADUATE WORK						
NAME OF SCHOOL	CITY AND STATE	FROM	TO	GRAD. ?	MAJOR TAKEN	UNITS EARNED
3. IF YOU HAVE OBTAINED A G.E.D. (GENERAL EDUCATION DEVELOPMENT) HIGH SCHOOL LEVEL EQUIVALENT. INDICATE TEST SCORES (STANDARD SCORES) AND U.S. PERCENTILE.						
TEST AREAS				STANDARD SCORE	U.S. PERCENTILE	
CORRECTIVENESS AND EFFECTIVENESS OF EXPRESSION						
INTERPRETATION OF READING MATERIALS IN SOCIAL STUDIES						
INTERPRETATION OF READING MATERIALS IN NATURAL SCIENCES						
INTERPRETATION OF LITERARY MATERIALS						
GENERAL MATHEMATICAL ABILITY						
WHERE TAKEN:	WHERE TAKEN:	AVERAGE:				

**SECTION VII - ARREST INFORMATION** [REDACTED]

1. EITHER AS AN ADULT OR A JUVENILE, HAVE YOU EVER BEEN DETAINED FOR INVESTIGATION, NAMED AS A SUSPECT IN A POLICE REPORT. HELD ON SUSPICION, QUESTIONED, FINGERPRINTED OR ARRESTED BY ANY LAW ENFORCEMENT AGENCY OR MILITARY AUTHORITY?

YES                      NO

IF THE ANSWER TO THE ABOVE QUESTION IS YES, LIST THE INFORMATION BELOW AND WRITE A SHORT NARRATIVE ACCOUNT OF EACH INCIDENT.

DATE	CHARGE	ARRESTING OR DETAINED AGENCY	PENALTY & COURT

**SECTION VIII -TRAFFIC INFORMATION** [REDACTED]

1. LIST THE DESCRIPTION OF CURRENT VEHICLE YOU OWN.

YEAR	MAKE	COLOR	BODY STYLE	LICENSE NUMBER

2. LIST EVERY CITATION RECEIVED FOR A MOVING OR EQUIPMENT VIOLATION IN THE LAST 3 YEARS

DATE	CHARGE	DEPARTMENT OR AGENCY	PENALTY (FINE, PROBATION, SENTENCE, ETC)

3. HAVE YOU FAILED TO PAY OR APPEAR IN COURT ON ANY OF THE ABOVE CITATIONS?      YES                      NO  
[ IF YES, EXPLAIN]

4. HAS YOUR DRIVER'S LICENSE EVER BEEN SUSPENDED, REVOKED, PLACED ON PROBATION, OR HAVE YOU EVER RECEIVED A WARNING NOTICE FROM THE STATE THAT ISSUED YOUR LICENSE?      YES                      NO                      IF YES, EXPLAIN

5. HAVE YOU EVER BEEN INVOLVED IN A TRAFFIC ACCIDENT?    YES                      NO    IF YES, DESCRIBE EACH ACCIDENT IN A BRIEF NARRATIVE INCLUDING DATE, LOCATION, AND POLICE AGENCY INVOLVED AND WHETHER OR NOT YOU RECEIVED A CITATION.

6. HAVE YOU EXPERIMENTED OR USED ANY ILLEGAL SUBSTANCE, DRUGS OR NARCOTICS WITHIN THE PAST YEAR?      YES                      NO  
(IF YES EXPLAIN)

*I UNDERSTAND THAT ANY APPOINTMENT TENDERED ME WILL BE CONTINGENT UPON THE RESULTS OF A THOROUGH CHARACTER AND FITNESS INVESTIGATION, AND I AM AWARE THAT ANY FALSE STATEMENT OR OMISSION MADE ON THIS QUESTIONNAIRE WILL CAUSE MY NAME TO BE REMOVED FROM THE ELIGIBLE LIST, OR BE CAUSE FOR IMMEDIATE DISMISSAL IF AN APPOINTMENT WAS MADE.*

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

## **ATTACHMENT E.7**

### **POLICY OF EQUALITY**

### 3-01/121.00 POLICY OF EQUALITY

#### CORE VALUES

Our Policy of Equality reflects and builds upon our Core Values, which each Department member is responsible for demonstrating in both actions and words.

These Core Values lie at the heart of our Policy of Equality:

As a **leader** in the Los Angeles County Sheriff's Department,

I commit myself to **honorably** perform my duties with

**respect** for the dignity of all people,

**integrity** to do right and fight wrongs,

**wisdom** to apply common sense and **fairness** in all I do and

**courage** to stand against racism, sexism, anti-Semitism,

homophobia and bigotry in all its forms.

These Core Values do not limit the responsibility of Department members to upholding only the stated values. All Department members are required to conduct themselves in accordance with the entirety of this Policy of Equality, and all applicable local, county, state, and federal laws.

#### PURPOSE

This Policy is intended to preserve the dignity and professionalism of the workplace as well as protect the right of employees to be free from discrimination, harassment, and retaliation. Discrimination, harassment, and retaliation are absolutely contrary to the values of the law enforcement profession as a whole and to the Core Values of the Los Angeles County Sheriff's Department. Discrimination, harassment, and retaliation are also illegal under local, county, state, and federal law.

The Department will not tolerate unlawful discrimination on the basis of sex, race, color, ancestry, religion, national origin, ethnicity, age (40 and over), disability, sexual orientation, marital status, or medical condition, nor will it tolerate unlawful harassment or retaliation. As a preventive measure, the Department also will not tolerate inappropriate conduct toward others based on a protected status even if the conduct does not meet the legal definition of discrimination or harassment.

All Department members are responsible for conducting themselves in accordance with this Policy and its associated Procedures. Violation of the Policy and/or Procedures will lead to prompt and appropriate Departmental action including, but not limited to, counseling, training, written reprimand, suspension, demotion, and/or discharge.

### **3-01/121.05 POLICY OF EQUALITY - PROHIBITED CONDUCT**

Each Department member is responsible for understanding these definitions of prohibited conduct as they will govern in any disciplinary proceeding for violations of this Policy and/or associated Procedures.

### **3-01/121.10 POLICY OF EQUALITY - DISCRIMINATION**

Discrimination is the disparate or adverse treatment of an individual based on or because of that individual's sex, race, color, ancestry, religion, national origin, ethnicity, age (40 and over), disability, sexual orientation, marital status, or medical condition.

### **3-01/121.15 POLICY OF EQUALITY - SEXUAL HARASSMENT**

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature which meets any one of the following three criteria:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with the individual's employment or creating an intimidating, hostile, offensive, or abusive working environment.

### **3-01/121.20 POLICY OF EQUALITY - DISCRIMINATORY HARASSMENT (OTHER THAN SEXUAL)**

Harassment of an individual because of the individual's race, color, ancestry, religion, national origin, ethnicity, age, disability, sexual orientation, marital status, or medical condition is also discrimination and prohibited by federal and/or state civil rights statutes. Discriminatory harassment is conduct which has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, offensive, or abusive work environment.

### **3-01/121.25 POLICY OF EQUALITY - THIRD-PERSON HARASSMENT**

Third-person harassment is indirect harassment of a bystander, even if the person engaging in the conduct is unaware of the presence of the bystander. When an individual engages in harassing behavior, he or she assumes the risk that someone may pass by or otherwise witness the behavior. The Department considers this to be the same as directing the harassment toward that individual.

### **3-01/121.30 POLICY OF EQUALITY - INAPPROPRIATE CONDUCT TOWARD OTHERS**

Inappropriate conduct toward others is any physical, verbal, or visual conduct based on or because of sex, race, color, ancestry, religion, national origin, ethnicity, age (40 and over), disability, sexual orientation, marital status, or medical condition when such conduct reasonably would be considered inappropriate for the workplace.

This provision is intended to stop inappropriate conduct before it becomes unlawful discrimination or harassment. As such, the conduct need not be pervasive or repeated in order to violate this Policy. An isolated derogatory comment, joke, racial slur, sexual innuendo, etc., may be grounds for discipline. Similarly, the conduct need not be unwelcome to the party against whom it is directed; if the conduct reasonably would be considered inappropriate for the workplace, it will violate this Policy.

### 3-01/121.35 POLICY OF EQUALITY - RETALIATION

Retaliation is an adverse action against another for reporting an incident or filing a complaint of conduct that violates this Policy or the law or participating in an investigation or otherwise exercising their rights or performing their duties under this Policy or the law.

### 3-01/121.40 POLICY OF EQUALITY - EXAMPLES OF CONDUCT THAT MAY VIOLATE THIS POLICY AND SCOPE OF COVERAGE

Depending on the facts and circumstances, the following are examples of conduct that may violate this Policy:

- Posting, possessing, sending, soliciting or displaying in the workplace sexually suggestive, racist, "hate-site" related, or obscene letters, notes, invitations, cartoons, posters, facsimiles, electronic mail or web links;
- Verbal conduct such as whistling and cat calls, using or making lewd or derogatory noises or making graphic comments about another's body, or participating in explicit discussions about sexual experiences and/or desires;
- Verbal conduct such as using sexually, racially or ethnically degrading words or names, using or making racial or ethnic epithets, slurs, or jokes;
- Verbal conduct such as comments or gestures about a person's physical appearance which have a racial, sexual, disability-related, religious, age or ethnic connotation or derogatory comments about religious differences and practices;
- Physical conduct such as touching, pinching, massaging, hugging, kissing, rubbing or brushing the body, making sexual gestures, impeding or blocking an individual's passage or normal movements;
- Visual conduct such as staring, leering, displaying or circulating sexually suggestive objects, pictures, posters, photographs, cartoons, calendars, drawings, magazines, computer images or graphics;
- Sexual advances or propositions, including repeated and unwanted requests for a date;
- Retaliation in any form, including withholding work-related information, giving punitive work assignments, or denial of job benefits; and
- Hazing based on any protected status, including withholding assistance, giving demeaning, unattainable, or unnecessary job assignments, or ignoring the presence of a co-worker.

This list is not exhaustive. Any conduct which is retaliatory or based on or because of sex, race, color, ancestry, religion, national origin, ethnicity, age (40 and over), disability, sexual orientation, marital status, or medical condition may also violate this Policy.

### SCOPE OF COVERAGE

Department Members: For purposes of this Policy, "Department members" is defined as employees of the Los Angeles County Sheriff's Department and applicants for employment, whether sworn (regular or reserve) or civilian, all volunteers, and Explorer Scouts and outside vendors (see the Department's Outside Vendor Policy).

Location: This Policy prohibits discrimination, harassment, retaliation, and inappropriate conduct toward others in the workplace or in other work-related settings such as work-related social events (e.g., retirement parties). Depending upon the facts and circumstances, this Policy also prohibits off-site, off-duty conduct where such conduct meets one of the foregoing definitions of prohibited conduct and has the purpose or

effect of unreasonably interfering with an individual's employment or creating an intimidating, hostile, offensive, or abusive working environment.

Communication System/Equipment: This Policy also applies to the use of any Departmental communication system or equipment, including but not limited to, electronic mail, internet, intranet, JDIC, telephone lines, computers, facsimile machines, voice-mail, radio, and mobile digital terminals. Employees will be disciplined in accordance with this Policy for using any Departmental communication system or equipment to deliver, display, store, publish, circulate, or solicit material in violation of this Policy.

### **3-01/121.45 POLICY OF EQUALITY - REPORTING VIOLATIONS OF THIS POLICY**

Any Department member who believes he or she has been subjected to conduct that violates this Policy is strongly encouraged to report the matter to any Department supervisor or manager or the Intake Specialist Unit. The Intake Specialist Unit may be reached at (323) 890-5371, and is located at: 4900 South Eastern Avenue, Suite 203, Commerce, California, 90040.

Any non-supervisory Department member who believes he or she has knowledge of conduct that violates this Policy is strongly also encouraged to report the matter.

Supervisors and managers have an affirmative duty to report potential violations of this Policy to the Intake Specialist Unit. Supervisors and managers also have additional duties and responsibilities as detailed in the procedures associated with this Policy.

The Department will fully and fairly investigate any complaints and take immediate and appropriate corrective action.

Department members also may contact the California Department of Fair Employment and Housing by calling (800) 884-1684 or visiting their website at [www.dfeh.ca.gov](http://www.dfeh.ca.gov) and may contact the Federal Equal Employment Opportunity Commission by calling 213-894-1000 or 800-669-4000 or visiting their website at [www.eeoc.gov](http://www.eeoc.gov). For more information regarding the Fair Employment and Housing Act, Department members may refer to the California Department of Fair Employment and Housing's brochure entitled "[Sexual Harassment: The Facts about Sexual Harassment](#)", which is attached to this Policy.

Department members may also contact the County Office of Affirmative Action Compliance at (213) 974-1251.

### **3-01/121.50 POLICY OF EQUALITY - DUTY TO COOPERATE**

All Department members are responsible for cooperating fully in any Department inquiry or investigation related to this Policy. Failure to do so will lead to prompt Departmental action including, but not limited to, counseling, training, written reprimand, suspension, demotion, and/or termination.

### **3-01/121.55 POLICY OF EQUALITY - NO RETALIATION**

This Policy absolutely prohibits retaliation. No person will be retaliated against for making a complaint of conduct that violates this Policy or the law, cooperating in any investigation or corrective action, or otherwise preventing prohibited practices under this Policy or the law. The Department will take immediate and corrective action to prevent retaliation, including the imposition of appropriate discipline to any Department member who engages in retaliation.



### **3-01/122.00 POLICY OF EQUALITY - PROCEDURES**

#### **INTRODUCTION**

All Department members are responsible for conducting themselves in accordance with the Policy of Equality ("Policy") and these procedures ("Procedures"). The Policy and Procedures are the internal controlling authority for all Department equity matters. Violation of the Policy or Procedures will lead to prompt and appropriate Departmental action including, but not limited to, counseling, training, written reprimand, suspension, demotion, and/or discharge.

Any Department member who believes he or she has been subjected to a violation of the Policy is strongly encouraged to report the matter. Any non-supervisory Department member who has knowledge of a violation of the Policy is also strongly encouraged to report the matter.

Supervisors and managers have an affirmative duty to report potential violations of the Policy. Supervisors and managers shall also take all reasonable steps to prevent discrimination, harassment, and retaliation from occurring in the workplace and take immediate and appropriate corrective action to stop any discrimination, harassment, and retaliation that does occur.

The Department will promptly and effectively investigate all reports of violations of the Policy and will take immediate and appropriate preventive and corrective action. Department members shall cooperate fully in any inquiry or investigation related to the Policy.

### **3-01/122.05 POLICY OF EQUALITY - PROCEDURES - DUTIES OF SUPERVISORS AND MANAGERS**

Under these Procedures, supervisors and managers shall perform certain duties as enumerated below.

Supervisors and managers for purposes of the Procedures include the Sheriff, the Undersheriff, Assistant Sheriffs, Chiefs, Commanders, Captains, Lieutenants, Sergeants, Deputies performing supervisory duties or acting in a supervisory capacity, and civilian directors, managers, and supervisors.

**NOTE: FAILURE BY ANY SUPERVISOR OR MANAGER TO CARRY OUT THESE DUTIES MAY BE CAUSE FOR DISCIPLINE.**

#### **Duty of All Supervisors and Managers to Report**

Supervisors and managers have an affirmative duty to report potential violations of the Policy. Supervisors and managers are required to report potential violations of the Policy to the Intake Specialist Unit as provided below even when a complaining or reporting party requests that no action be taken. The supervisor or manager shall:

1. Immediately notify the Intake Specialist Unit of the incident(s) or complaint and any initial steps taken by the supervisor or manager; and
2. Complete a Policy Of Equality Report form POE-001 ("POE Report Form") and promptly file the original with the Intake Specialist Unit with copies to: (a) the reporting party's Unit Commander, unless the complaint is against the Unit Commander, in which case it shall be sent to the Department's Equity Commander; and (b) the Equity Oversight Panel.

#### Additional Duties of All Supervisors and Managers

Supervisors and managers are also responsible for:

- Being aware of and understanding the Policy and Procedures, as well as any modifications that may be made to them;
- Actively monitoring the work environment to ensure that discrimination, harassment, and/or retaliation are not occurring;
- Informing Department members under their supervision of the types of behavior prohibited, and the Department's procedures for reporting and resolving complaints arising under the Policy;
- Stopping conduct that violates the Policy and taking immediate and appropriate action whether or not the involved Department members are within their line of supervision;
- Taking immediate action to prevent retaliation towards the complaining party (if there is one), and to deter and eliminate any hostile work environment. If a situation requires separation of the involved parties, particular care must be taken to avoid actions that appear to punish the complaining party.

Supervisors and managers have the foregoing duties whether or not a complaint has been made.

#### Additional Duties of Unit Commanders

In addition to the duties described above, Unit Commanders have the following duties:

- Ensuring that blank POE report forms POE-001 are maintained in a prominent and accessible place in every Unit. It is the further duty of the Unit Commander to ensure that the location, availability, and purpose of these forms are made known to each Unit member; and
- Performing all duties required by the Outside Vendor Policy Regarding Discrimination, Harassment, and Retaliation.

### **3-01/122.10 POLICY OF EQUALITY - PROCEDURES - INFORMATION ABOUT THE POLICY AND PROCEDURES**

#### Office of the Ombudsperson

The Office of the Ombudsperson functions as a specialized resource for all Department members concerning the Policy of Equality and these Procedures. The Office of the Ombudsperson shall respond to inquiries, including anonymous inquiries, about the Department's Policy and Procedures and provide information to Department members about, among other things, their rights and responsibilities and complaint and investigation procedures concerning equity matters.

The Office of the Ombudsperson is not a complaint intake Unit. However, if a caller provides enough information to indicate a violation of the Policy, the Office of the Ombudsperson must report the matter to the Intake Specialist Unit. The Office of the Ombudsperson shall notify each caller of this obligation.

### **3-01/122.10 POLICY OF EQUALITY - PROCEDURES - INFORMATION ABOUT THE POLICY AND PROCEDURES**

#### **Office of the Ombudsperson**

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The Office of the Ombudsperson is not a complaint intake Unit. However, if a caller provides enough information to indicate a violation of the Policy, the Office of the Ombudsperson must report the matter to the Intake Specialist Unit. The Office of the Ombudsperson shall notify each caller of this obligation.

#### **QUESTIONS ABOUT THIS POLICY**

Any Department member who has questions about the meaning or interpretation of this Policy should contact the Office of the Ombudsperson. They may be reached at (323) 890-5348.

### **3-01/122.15 POLICY OF EQUALITY - PROCEDURES - EQUITY COMPLAINT PROCESS**

#### **Reporting Complaints**

Any Department member who believes he or she has been subjected to conduct that violates the Policy is encouraged to report the matter to:

- Any Department supervisor or manager (whether or not in the Department member's chain-of-command); or
- The Intake Specialist Unit at (323) 890-5371.

Non-supervisory Department members are also encouraged to report potential violations of the Policy directed toward another to a supervisor, manager, or to the Intake Specialist Unit, the number for which has been provided above.

Supervisors and managers shall report potential violations of the Policy in accordance with the procedures detailed above.

- **The Intake Specialist Unit**

The Intake Specialist Unit, staffed by both sworn and civilian Department members, is an initial point of contact for Department members who wish to report a violation of the Policy. Department members are not required to identify themselves when contacting the Intake Specialist Unit.

The Intake Specialist Unit shall be responsible for directing any reports concerning equity issues to the Equity Unit for investigation and resolution. The Intake Specialist Unit also shall assist Department members in finding the right point of contact for questions regarding the Policy and Procedures or equity issues.

The Intake Specialist Unit shall contact the complainant during the course of the investigation to ensure that no retaliation is occurring. The Intake Specialist Unit shall make prompt notification to the appropriate parties if an issue of retaliation is raised.

- Supervisors and Managers

Department members also may report potential violations of the Policy and/or Procedures to any Department supervisor or manager as defined above.

Investigating Complaints: The Equity Unit

The Equity Unit is responsible for promptly and effectively investigating reports of conduct that violates the Policy or Procedures. Equity Unit investigations shall be immediate, thorough, objective, and complete. Equity Unit investigations shall be as confidential as reasonably possible consistent with the Department's obligation to conduct a full and effective investigation. Upon conclusion of the investigation, the Equity Unit investigators shall present their findings to the Equity Oversight Panel for review.

The Equity Unit investigator(s) assigned to the case shall conduct an initial investigation to determine whether there has been a potential violation of the Policy and/or Procedures. If the initial investigation indicates a potential violation of the Policy and/or Procedures, the investigator shall open an administrative investigation at the direction of an Equity Unit Lieutenant, who may seek the advice or concurrence of the Equity Commander or Equity Unit attorney. Any decision not to open an administrative investigation shall be forwarded to the Equity Oversight Panel for review.

Review of Equity Unit Investigations

- The Equity Oversight Panel

The Equity Oversight Panel is an independent oversight body which, in accordance with the procedures described in this section, shall have authority and be responsible for reviewing Equity Unit investigations and making appropriate determinations for violations of the Policy and/or Procedures. The Equity Oversight Panel shall meet bi-monthly, or more frequently if necessary, to discuss and review each Equity Unit investigation.

In addition, the Equity Oversight Panel shall be responsible for, among other matters, monitoring and evaluating the quality of the Equity Unit investigations and the effectiveness of the Policy and Procedures. The Equity Oversight Panel shall also serve as an equity policy advisor to the Department.

- The Review Process

The review process shall consist of the following steps:

- a. The Equity Oversight Panel shall receive a thorough briefing from and have the opportunity to question the investigator(s) who handled the Equity Unit investigation. The subject's Chief and/or Unit Commander may attend the briefing. In addition, the Equity Oversight Panel shall have the authority to command the appearance of any Department member deemed necessary to a full and effective resolution of the complaint or incident. Any information relied upon by the Equity Oversight Panel to reach its decisions must be reflected in the subject's investigation package, including any new information received from any attendee to the Equity Oversight Panel's briefing.
- b. The Equity Oversight Panel shall meet to discuss and deliberate on the Equity Unit case presented. A representative from County Counsel and the Office of Affirmative Action Compliance may be present to offer advice as required under applicable Protocols. The subject's Chief and/or Unit Commander may be present at the request of the Equity

Oversight Panel members. After discussion, the Equity Oversight Panel shall determine appropriate dispositions and discipline, if discipline is warranted. The Equity Oversight Panel immediately shall cause to be forwarded to the Sheriff for review all cases where its final recommended discipline determination exceeds 15 days suspension (See "Sheriff's Review of Discipline in Excess of 15 Days Suspension," below.).

- c. In all cases, the Equity Oversight Panel may direct the Equity Unit to conduct further investigation. If further investigation is directed, another review shall be held in accordance with this section after the investigation.
- d. The Equity Oversight Panel shall communicate its recommendations to the Equity Unit, which shall notify the appropriate parties. The Equity Unit shall issue a Letter of Intent to Impose Discipline to the subject or, where appropriate, inform the subject that the complaint was unfounded or unresolved. At the same time, the Equity Unit shall issue a letter to the complainant indicating that the complaint was either founded, unfounded, or unresolved and that, if founded, appropriate corrective action was determined. Proposed disciplinary action shall be kept confidential until the Equity Unit receives the determinations regarding dispositions and discipline from the Equity Oversight Panel or Sheriff or his delegate.

#### Sheriff's Review of Discipline in Excess of 15 Days Suspension

The Sheriff shall have the authority to review all cases of discipline in excess of 15 days suspension, including demotion and termination. For these cases, the Sheriff shall have the authority to adopt or modify the discipline and/or reopen the investigation if deemed necessary.

The Sheriff may delegate the aforementioned authority to the Undersheriff or an Assistant Sheriff.

#### Skelly Hearings

Where applicable, the subject Department member may elect to have a hearing on discipline (a "Skelly" hearing) before the discipline is imposed. If the subject elects to have a Skelly hearing, the Department shall designate a Skelly officer.

Information presented by the subject at the Skelly hearing that was known to the subject at the time of the subject's Equity Unit investigation but not disclosed shall not be grounds for overturning the Equity Oversight Panel's recommendation. If the subject presents new facts during the Skelly hearing (i.e., facts discovered subsequent to the subject's Equity Unit investigation), the Skelly officer shall send the case back to the Equity Unit for further investigation.

The Skelly officer shall promptly communicate, in writing, the factual and legal basis for any decision to modify the Equity Oversight Panel's determinations to the Sheriff and to the Equity Oversight Panel. Failure to do so may be grounds for discipline.

#### Grievance Procedures

- Department Member Rights

Department members also may grieve disciplinary actions according to the terms of applicable memoranda of understanding ("MOU") negotiated by the Department and the union representing said members. As such, these MOUs may require separate or additional procedures according to their respective terms.

- Supervisors' and Managers' Responsibilities

Any supervisor authorized to conduct grievances shall promptly communicate, in writing, to the Equity Oversight Panel and to the subject's Chief the factual and legal basis for any decision to modify the Equity Oversight Panel's determinations. Failure to do so may be cause for discipline.

Information presented by the subject during the grievance that was known to the subject at the time of the subject's Equity Unit investigation but not disclosed shall not be grounds for overturning the Equity Oversight Panel's recommendation. If the subject presents new facts during the grievance (i.e., facts discovered subsequent to the subject's Equity Unit investigation), the supervisor authorized to conduct the grievance shall send the case back to the Equity Unit for further investigation.

### **3-01/122.20 POLICY OF EQUALITY - PROCEDURES - EXTERNAL COMPLAINT MONITORING**

The Department's Affirmative Action Unit, in conjunction with the County's Office of Affirmative Action Compliance, will receive and process all external discrimination, harassment, and retaliation complaints. Where appropriate, the Affirmative Action Unit will forward the complaint to the Equity Unit for investigation and resolution.

### **3-01/122.25 POLICY OF EQUALITY - PROCEDURES - CONFIDENTIALITY**

The Department shall maintain all complaint-related information in confidence to the extent possible given the Department's obligation to conduct a full and effective investigation. For more information concerning confidentiality, Department members should contact the Office of the Ombudsperson.

The Department shall keep all information and material reviewed confidential in accordance with California Penal Code §§ 832.7 and 832.8, California Evidence Code § 1043 et seq., and any other provision regarding the confidentiality of peace officer personnel records.

## **ATTACHMENT E.8**

### **NON-EMPLOYEE INJURY REPORT**

# NON-EMPLOYEE INJURY REPORT

ATTACHMENT E.8

Page 1 of 2

Dept Name: \_\_\_\_\_ Dept. #: \_\_\_\_\_  
DIV. or Facility: \_\_\_\_\_  
SECTION: \_\_\_\_\_  
IRMIS Code #: \_\_\_\_\_

Prepared for County Counsel in defense of the County, Special Districts and employees.

## **INSTRUCTIONS:**

1. All incidents involving injury to non-employees, however minor, while on County property (owned or leased) must be reported by the Guard, Sheriff's Office or Department in proximity to incident, as follows:

Two copies to: CARL WARREN & CO., P.O. Box 11 6, Glendale, CA 91209-0116

**FATALITIES OR SERIOUS INJURIES MUST BE REPORTED IMMEDIATELY BY PHONE TO CARL WARREN & CO. (818) 247-2206**

## **INJURED NON-EMPLOYEE:**

1. Name \_\_\_\_\_  
(Last Name) (First Name) (Middle Name)  
2. Address \_\_\_\_\_  
2B. Telephone: ( ) \_\_\_\_\_ 3. Age \_\_\_\_\_ 4. Sex: \_\_\_\_ Male \_\_\_\_ Female If minor, give name of parent or guardian \_\_\_\_\_

## **TIME AND PLACE:**

5. Place of occurrence \_\_\_\_\_  
(Name of County Facility, Bldg., Street, Number) (City or Town)  
6. Location in building \_\_\_\_\_  
(In detail: Bldg., Floor, Room No.)  
7. Date of occurrence \_\_\_\_\_ Hour \_\_\_\_\_ AM/PM. 8. Weather \_\_\_\_\_ Clear \_\_\_\_\_ Rain  
POLICE REPORT ☐ Yes ☐ No POLICE AGENCY REPORTING \_\_\_\_\_ STATION \_\_\_\_\_ DEPT. # : \_\_\_\_\_

## **DESCRIPTION OF INCIDENT:**

9. What was non-employee doing? \_\_\_\_\_  
10. What happened? (Describe fully, stating whether injured person fell, was struck, etc.) Give all factors contributing to injury: \_\_\_\_\_  
(If necessary, continue on separate sheet)  
11. Condition of floor, sidewalk, steps or other physical property or equipment involved: \_\_\_\_\_  
12. Was there any defect or foreign substance or object involved? If so, describe: \_\_\_\_\_  
13. If slip and fall: Person's shoes \_\_\_\_\_ heels \_\_\_\_\_ caps \_\_\_\_\_  
(Type) (Type) (Type)

## **NATURE OF INJURY AND PART OF BODY AFFECTED:**

14. Be specific! State which part of body injured; whether right or left, etc. If exact nature of injury is undetermined, give opinion: \_\_\_\_\_  
\_\_\_\_\_



15. Was treatment given to the injured person by County personnel? \_\_\_\_\_ By whom? \_\_\_\_\_  
Type of Treatment: \_\_\_\_\_

16. Was ambulance called? \_\_\_\_\_ Which company? \_\_\_\_\_ By whom? \_\_\_\_\_

17. Taken to hospital? \_\_\_\_\_ Which? \_\_\_\_\_

18. Statement of injured as to what happened: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

19. Witness No. 1: Name \_\_\_\_\_  
   (Last Name)    (First Name)    (Initial)

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
   (Number)    (street)    (City)

Statement: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

20. Witness No. 2: Name \_\_\_\_\_  
   (Last Name)   (First Name)   (Initial)  
Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
                    (Number)   (Street)   (City)

Statement: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Prepared by: \_\_\_\_\_ Phone \_\_\_\_\_  
  (Print Name)  
\_\_\_\_\_  
  (Title) Dept. \_\_\_\_\_  
\_\_\_\_\_  
  (Signature)

## **ATTACHMENT E.9**

### **SAMPLE SECURITY INCIDENT REPORT**

Sample Security Incident Report

Los Angeles County Sheriff's Department – Inmate Commissary and Vending Services

Contractor: \_\_\_\_\_

Contract No. \_\_\_\_\_

Type of Incident \_\_\_\_\_

(Incident types are: Stolen/Lost, Intrusion/Hack, Web Defacement, System Misuse, Denial of Service, Spoofed IP Address, Unauthorized Probe/Scan, Unauthorized Electronic Monitoring, Malicious Code (virus, worm, etc.), and other.)

Date and Time when Incident was Identified/Discovered

\_\_\_\_\_

Location of Incident (Physical address including specific building location)

\_\_\_\_\_

Who Identified/Reported the Incident?

(Full Name, Job Title / Position, email address, and Phone number (e.g., work, cell, etc.))

\_\_\_\_\_

**Workforce Members involved with the Incident and/or with the Response**

(Full Name, Job Title / Position, email address, and Phone number (e.g., work, cell, etc.))

\_\_\_\_\_

Brief Synopsis by the Chief Information Security Officer (CISO)

(Narrative or chronology)

\_\_\_\_\_

\_\_\_\_\_

Date and Time of the Incident (If known)

\_\_\_\_\_

Contractor Initial Response

\_\_\_\_\_

\_\_\_\_\_

Action(s) Taken to Prevent Further Occurrence (Attach additional sheets as needed)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contractor Incident Reference Number: \_\_\_\_\_

## **ATTACHMENT F**

### **COMMISSARY AND VENDING PRODUCT MASTER LIST**

**LA County Menu Pricing  
9/09/2024**

Attachment F

Keefe Item #	Item #	Keefe Item Description	Item Description	Retail Ounce Size	Retail Price	Retail Price Per Ounce	Keefe Product Ounce Size	Average Price Per oz. Top 3	Average Price x Product Price Per oz.	KCN Price	KCN Price with 2% rebate	Receipt or Letter
80001722	3584	BC Hot & Spicy Summer Sausage 5-oz	Slim Jim Original Flavor Smoked Meat Stick	0.97	\$2.49	\$2.57	5.00	\$0.86	\$4.28	\$7.95	\$7.79	R
5070	6600	Flour Tortillas 8 oz.	Mission Flour Tortillas 10 Count	12.00	\$5.99	\$0.50	8.00	\$0.17	\$1.33	\$3.20	\$3.14	R
6025	6079	Whole Shabang 1.5 oz	Lay's Classic Potato Chips	2.62	\$2.69	\$1.03	1.50	\$0.34	\$0.51	\$1.54	\$1.51	R
7687	6198	Cheetos Flamin Hot 8-oz	Cheetos Crunchy Flamin Hot Chips	3.25	\$2.59	\$0.80	8.00	\$0.27	\$2.13	\$6.20	\$6.08	R

**LA County Menu Pricing  
9/09/2024**

Attachment F

Keefe Item #	Item #	Keefe Item Description	Item Description	Retail Ounce Size	Retail Price	Retail Price Per Ounce	Keefe Product Ounce Size	Average Price Per oz. Top 3	Average Price x Product Price Per oz.	KCN Price	KCN Price with 2% rebate	Receipt or Letter
80009328	3274	Iced Honey Bun	Hostess Jumbo Honey Bun	4.00	\$1.99	\$0.50	4.75	\$0.17	\$0.79	\$2.36	\$2.31	R
21	2010	Keefe Coffee 4 oz	Taster's Choice House Blend 6 Pk.	0.63	\$1.59	\$2.52	4.00	\$0.84	\$3.37	\$9.29	\$9.10	R
7690	6159	Cheetos Flmn Hot 1.75 oz	Cheetos Crunchy Flamin Hot Chips	3.50	\$2.59	\$0.74	1.75	\$0.25	\$0.43	\$1.36	\$1.33	R
80001715	2615	BC Beef & Chicken Summer Sausage 1.625 oz.	Slim Jim Original Flavor Smoked Meat Stick	0.97	\$2.49	\$2.57	1.63	\$0.86	\$1.39	\$2.95	\$2.89	R
Confirming Item #	Confirming Item #	Coffee-Kit 5 pk	Taster's Choice House Blend 6 Pk.	0.63	\$1.59	\$2.52	0.27	\$0.84	\$0.22	\$0.71	\$0.70	R
80008033	NEW	Wylers Island Blue Ocean	Crystal Light 10 pack Raspberry -.80 ounces	0.80	\$4.19	\$5.24	1.18	\$5.24	\$6.18	\$5.25	\$5.15	R
80010068	6171	Hot Corn Chips 12 oz	Fritos Chili Cheese Corn Chips	3.50	\$2.58	\$0.74	12.00	\$0.25	\$2.95	\$7.45	\$7.30	R
80008034	NEW	Wylers Radical Lemon Berry	Crystal Light 10 pack Raspberry -.80 ounces	0.80	\$4.19	\$5.24	1.18	\$5.24	\$6.18	\$5.25	\$5.15	R
6023	6105	ML BBQ Chip 1.5 oz	Lay's Classic Potato Chips	2.62	\$2.69	\$1.03	1.50	\$0.34	\$0.51	\$1.54	\$1.51	R
6026	6125	ML Hot BBQ Chips 1.5 oz	Lay's Classic Potato Chips	2.62	\$2.69	\$1.03	1.50	\$0.34	\$0.51	\$1.54	\$1.51	R
6024	6126	SC & Onion Chip 1.5 oz	Lay's Classic Potato Chips	2.62	\$2.69	\$1.03	1.50	\$0.34	\$0.51	\$1.54	\$1.51	R
7994	6116	Cheese Puffs 2 oz	Cheetos Cheese Puffs	2.63	\$2.69	\$1.02	2.00	\$0.34	\$0.68	\$1.79	\$1.75	R
80002049	NEW	Water 16.9	Aquafina Purified Drinking Water	20.00	\$2.49	\$0.12	16.90	\$0.04	\$0.70	\$2.02	\$1.98	R

**LA County Menu Pricing**  
**9/09/2024**

Attachment F

Keefe Item #	Item #	Keefe Item Description	Item Description	Retail Ounce Size	Retail Price	Retail Price Per Ounce	Keefe Product Ounce Size	Average Price Per oz. Top 3	Average Price x Product Price Per oz.	KCN Price	KCN Price with 2% rebate	Receipt or Letter
80006414	2438	Oatmeal Maple Brn Sgr	Quaker Oatmeal Maple Brown Sugar	1.69	\$1.99	\$1.18	1.51	\$0.39	\$0.59	\$1.28	\$1.25	R
80002775	0518	Colgate Toothpaste Regular 1 oz	Colgate Total Whitening Toothpaste	0.88	\$1.29	\$1.47	1.00	\$0.49	\$0.49	\$1.42	\$1.39	R
5110	6101	Stuffed Jalapeno Chips 6 oz	Lay's Classic Potato Chips	2.62	\$2.69	\$1.03	6.00	\$0.34	\$2.05	\$5.85	\$5.73	R
7992	6348	CA Hot Cheese Crunchy 9.5 oz	Cheetos Crunchy Flamin Hot Chips	3.25	\$2.59	\$0.80	9.50	\$0.27	\$2.52	\$6.89	\$6.75	R
80007964	2214	Keefe Sugar Substitute Saccharin Pink 10/	Equal Packets 50 Ct	50.00	\$2.99	\$0.06	10.00	\$0.02	\$0.20	\$0.49	\$0.48	R
4317	6826	Fresh Catch Tuna 4.23 oz.	Bumble Bee Light Tuna	2.50	\$2.29	\$0.92	4.23	\$0.31	\$1.29	\$3.89	\$3.81	R
20464	0538	Freshmint Toothpaste 2.75	Crest Toothpaste	0.85	\$2.29	\$2.69	2.75	\$0.90	\$2.47	\$4.44	\$4.35	R
7495	2198	Rich Hot Cocoa Mix 9 oz	Swiss Miss Milk Chocolate Hot Cocoa Mix (8 Pk.)	11.04	\$5.49	\$0.50	9.00	\$0.17	\$1.49	\$2.82	\$2.76	R
7996	6117	Cheese Crunch 11 oz.	Cheetos Crunchy Flamin Hot Chips	3.50	\$2.59	\$0.74	11.00	\$0.25	\$2.71	\$7.45	\$7.30	R
80009869	NEW	Pop Tarts Straw 2Pk	Pop Tarts Strawberry 8 count - 4 pk	13.50	\$3.99	\$0.30	3.40	\$0.10	\$0.33	\$0.96	\$0.94	R
6022	6100	ML Potato Chip 1.5 oz	Lay's Classic Potato Chips	2.62	\$2.69	\$1.03	1.50	\$0.34	\$0.51	\$1.54	\$1.51	R



**LA County Menu Pricing**  
**9/09/2024**

Attachment F

Keefe Item #	Item #	Keefe Item Description	Item Description	Retail Ounce Size	Retail Price	Retail Price Per Ounce	Keefe Product Ounce Size	Average Price Per oz. Top 3	Average Price x Product Price Per oz.	KCN Price	KCN Price with 2% rebate	Receipt or Letter
80011025	NEW	Scott Dark Chocolaty Sea Salt Caramel 2.2 oz	Hershey Milk Chocolate Bar	1.55	\$1.69	\$1.09	2.20	\$0.36	\$0.80	\$2.08	\$2.04	R
80006326	2594	Choc Cupcake 3.17 oz	Hostess CupCakes 2 count	3.17	\$1.99	\$0.63	3.17	\$0.21	\$0.66	\$1.89	\$1.85	R
80011026	NEW	Mascots Mini Peanut Butter Cups 5 oz	Reese's Peanut Butter Cups	1.50	\$1.39	\$0.93	5.00	\$0.31	\$1.54	\$4.95	\$4.85	R
80011028	NEW	Scotts Pecanback Chocolaty Bar 2.2 oz	Turtles Original Pecan Candy Bar	1.76	\$1.69	\$0.96	2.20	\$0.32	\$0.70	\$2.37	\$2.32	R
80010729	6218	ML Popcorn- Jalapeno & Cheddar 5 oz	Smartfood Popcorn White Cheddar	2.00	\$2.69	\$1.35	5.00	\$0.45	\$2.24	\$5.50	\$5.39	R
80011041	NEW	Scotts Chocolaty Almond Bar	Hershey's Almond Bar	1.45	\$1.69	\$1.17	2.20	\$0.39	\$0.85	\$2.22	\$2.18	R
80011042	NEW	Scotts Chocolaty Caramel Bar	Cadbury Caramello Bar	2.70	\$2.50	\$0.93	2.20	\$0.31	\$0.68	\$1.83	\$1.79	R
6071	3040	MS Iced OatML Cookies 6 oz	Famous Amos Chocolate Cookies	9.00	\$4.99	\$0.55	6.00	\$0.18	\$1.11	\$3.10	\$3.04	R
6068	3083	ZC Strawberry Cremes 14 oz	Grandma's Vanilla Crème Sandwich Cookies	3.00	\$2.09	\$0.70	14.00	\$0.23	\$3.25	\$8.83	\$8.65	R
80001046	3010	Chocolate Chip Cookie 2.75 oz.	Famous Amos Chocolate Cookies	9.00	\$4.99	\$0.55	2.75	\$0.18	\$0.51	\$1.42	\$1.39	R
2616	3015	Oatmeal Raisin Cookie 2.75 oz.	Famous Amos Chocolate Cookies	9.00	\$4.99	\$0.55	2.75	\$0.18	\$0.51	\$1.42	\$1.39	R
80010524	NEW	Mascot Candy Cookies & Cream Rounds 5 oz	Hershey Cookies and Cream Candy Bar	1.55	\$1.69	\$1.09	5.00	\$0.36	\$1.82	\$4.71	\$4.62	R



**LA County Menu Pricing**  
**9/09/2024**

Attachment F

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80010453	NEW	Mascot Candy Peanut Crunch Bar 1.69 oz	Payday Candy Bar	1.85	\$1.67	\$0.90	1.69	\$0.30	\$0.51	\$1.47	\$1.44	R
6072	3035	ZC Choc Chip Cookies 6 oz	Famous Amos Chocolate Cookies	9.00	\$4.99	\$0.55	6.00	\$0.18	\$1.11	\$3.10	\$3.04	R
26	2021	Non Dairy Creamer 8 oz	French Vanilla Creamer	15.00	\$5.79	\$0.39	8.00	\$0.13	\$1.03	\$3.30	\$3.23	R
10057	3030	MS Vanilla Crm Cookies 6 oz	Grandma's Vanilla Crème Sandwich Cookies	3.00	\$2.09	\$0.70	6.00	\$0.23	\$1.39	\$3.78	\$3.70	R
80008954	0681	Multi-Vitamin W/ Iron 100 Ct	Nature Made Multi-Vitamin w/ Iron	130.00	\$19.99	\$0.15	100.00	\$0.05	\$5.13	\$12.17	\$11.93	R
20545	0671	Good Sense 30 Ct Cough Drops	Halls Cherry Cough Drop 30 ct.	30.00	\$3.79	\$0.13	30.00	\$0.04	\$1.26	\$3.79	\$3.71	R
911	6150	Keefe Nacho Chips 10 oz	Doritos Nacho Cheese Chips	2.75	\$2.69	\$0.98	10.00	\$0.33	\$3.26	\$8.25	\$8.09	R
80007677	0500	Cool Wave Mouthwash Alcohol Free 8 oz	Listerine Cool Mint Mouthwash	3.20	\$4.79	\$1.50	8.00	\$0.50	\$3.99	\$5.20	\$5.10	R
10058	3045	MS Duplex Cremes 6 oz	Grandma's Vanilla Crème Sandwich Cookies	3.25	\$1.97	\$0.61	6.00	\$0.20	\$1.21	\$3.78	\$3.70	R
3701	2041	Fr Van Cappuccino 8 oz	Maxwell House International French Vanilla Café	8.40	\$4.59	\$0.55	8.00	\$0.55	\$4.37	\$4.37	\$4.28	R
80007342	3222	Toasted Peanut Butter Crackers 1.38 oz	Keebler Cheese & Peanut Butter Sandwich Crackers	11.00	\$4.99	\$0.45	1.38	\$0.15	\$0.21	\$0.48	\$0.47	R

**LA County Menu Pricing**  
**9/09/2024**

Attachment F

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2284	NEW	Days - Cola, Orange, Peach, Cherry Vanilla	Coke	20.00	\$2.79	\$0.14	24.00	\$0.05	\$1.12	\$3.07	\$3.01	R
7689	6167	Chili Cheese Fritos 2 oz	Fritos Chili Cheese Corn Chips	3.50	\$2.69	\$0.77	2.00	\$0.26	\$0.51	\$1.52	\$1.49	R
20641	0120	Ladies Speed Stick	Ladies Stick	2.3	\$4.99	\$2.17	1.40	\$0.72	\$1.01	\$1.67	\$1.64	R
80010958	0440	Dove Soap 3.15 oz.	Dove Soap	2.60	\$2.49	\$0.96	3.17	\$0.32	\$1.01	\$3.04	\$2.98	R
21487	0400	Irish Spring Soap 3.2 oz	Irish Spring Soap 3 PK x 3.70 oz.	11.10	\$4.99	\$0.45	3.20	\$0.15	\$0.48	\$1.29	\$1.26	R
8167009501	1757	Rawling Shoes Velcro	Lotto Men's Mirage 300 Ill Speed Tennis Shoe		\$64.99	#DIV/0!	1.00	\$54.99	\$54.99	\$54.99	\$53.89	R
20033	0215	Cocoa Butter Lotion 4 oz	Slave Travel Cocoa Shea Lotion	3.00	\$2.49	\$0.83	4.00	\$0.83	\$3.32	\$3.32	\$3.25	R
20032	0020	Dandruff Shampoo 4 oz	Head & Shoulder's Dandruff Shampoo Classic	3.00	\$4.49	\$1.50	4.00	\$0.50	\$2.00	\$4.00	\$3.92	R
24941	0363	Styling Gel W/Aloe Vera 15 oz	Eco Style Gel	16.00	\$3.99	\$0.25	15.00	\$0.08	\$1.25	\$5.11	\$5.01	R
5023701099	1542	Quarter Socks White 1/Pr	All In Motion Socks 2 Pair	2.00	\$6.00	\$3.00	1.00	\$3.22	\$3.22	\$3.22	\$3.16	R
20024	0001	Shampoo 4 oz	Garnier Fructis Shampoo	3	\$5.99	\$2.00	4.00	\$0.67	\$2.66	\$3.25	\$3.19	R
21952	0760	Cotton Swabs 100 Ct Box	Cotton Swabs 30 Count	30.00	\$1.59	\$0.05	100.00	\$0.02	\$1.77	\$4.49	\$4.40	R
24755	0205	Baby Oil 4oz	Johnson Baby Oil	3.00	\$2.47	\$0.82	4.00	\$0.27	\$1.10	\$2.95	\$2.89	R

**LA County Menu Pricing**  
**9/09/2024**

Attachment F

Keefe Item #	Item #	Keefe Item Description	Item Description	Retail Ounce Size	Retail Price	Retail Price Per Ounce	Keefe Product Ounce Size	Average Price Per oz. Top 3	Average Price x Product Price Per oz.	KCN Price	KCN Price with 2% rebate	Receipt or Letter
80008663	1060	Boardroom Paper 50 Ct White Pad	Legal pad 50 sheets	50.00	\$3.49	\$0.07	50.00	\$0.02	\$1.16	\$3.50	\$3.43	R
20028	0210	Skin Care Lotion 4oz	Aveno Daily Moisturizer	2.50	\$3.79	\$1.52	4.00	\$0.51	\$2.02	\$3.60	\$3.53	R
80009768	0019	Pantene Conditioner Classic Clean 12 oz	Nexus Conditioner	3.00	\$5.79	\$1.93	12.00	\$0.64	\$7.72	\$13.95	\$13.67	R
22376	0200	Baby Powder 4 oz	Baby Powder	1.50	\$2.59	\$1.73	4.00	\$0.58	\$2.30	\$4.08	\$4.00	R
20025	0002	Conditioner 4 oz	Nexus Conditioner	3.00	\$5.79	\$1.93	4.00	\$0.64	\$2.57	\$3.50	\$3.43	R
21226	0837	Stretch Cap - Black Only	Wave Cap	1.00	\$6.99	\$6.99	1.00	\$2.33	\$2.33	\$5.99	\$5.87	R
80003065	0439	Next 1 Hypoallergenic Soap - 3 oz	Neutrogena Facial Soap	10.50	\$6.19	\$0.59	3.00	\$0.20	\$0.59	\$1.77	\$1.73	R
20332	1072	Document File 15 1/2 X 10 In	Pen + Gear 24 Pocket Document File 14.96 inch x 10.15 inch	1.00	\$8.12	\$8.12	1.00	\$8.74	\$8.74	\$8.74	\$8.57	R
20211	1300	Aviator Playing Cards	Bicycle Standard Playing Cards	1.00	\$3.49	\$3.49	1.00	\$1.16	\$1.16	\$3.29	\$3.22	R
22318	0350	After Shave 7oz	Nivea Men Sensitive Cooling Post Shave Balm - 3.3 fl oz	3.30	\$7.39	\$2.24	7.00	\$0.75	\$5.23	\$6.95	\$6.81	R
22319	0331	Shave Cream	Barbasol Aloe Shaving Cream	2.40	\$1.49	\$0.62	7.00	\$0.21	\$1.45	\$4.35	\$4.26	R
8000802099	8912	Reading Glasses 1.25 (Ind)	ICO 2.00 Eye Glasses	1.00	\$16.99	\$16.99	1.00	\$5.66	\$5.66	\$6.00	\$5.88	R



**LA County Menu Pricing**  
**9/09/2024**

Attachment F

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22615	3820	Cross Strap Flip Flop XL	Goodfellow & Co. Shower Shoes Size 9/10	1.00	\$5.00	\$5.00	1.00	\$5.00	\$5.00	\$5.00	\$4.90	R
29036	1120	Thank You Card W/O Stamp	Thank You card	1.00	\$8.59	\$8.59	1.00	\$2.86	\$2.86	\$4.99	\$4.89	R
8282501001	1430	White Washcloth	Washcloths	8.00	\$5.00	\$0.63	1.00	\$0.58	\$0.58	\$0.58	\$0.57	R
20272	0490	Soap Dish	Essentials Plastic soap dish	1.00	\$2.00	\$2.00	1.00	\$0.67	\$0.67	\$2.00	\$1.96	R
29033	1109	Friendship Card W/ Stamp	Thank You card	1.00	\$8.59	\$8.59	1.00	\$2.86	\$2.86	\$4.99	\$4.89	R
20215	1305	Pinochle Cards	Bicycle Standard Playing Cards	1.00	\$3.29	\$3.29	1.00	\$1.10	\$1.10	\$3.29	\$3.22	R
29015	1103	Birthday Card W/O Stamp	Thank You card	1.00	\$8.59	\$8.59	1.00	\$2.86	\$2.86	\$4.99	\$4.89	R
20241	1070	Sketch Pad 8.5 X 11 White	Carolina Sketch Pad 75 Sheets	75.00	\$7.29	\$0.10	50.00	\$0.10	\$4.86	\$4.86	\$4.76	R
8000807099	8920	Reading Glasses 2.50 (lnd)	ICO 2.00 Eye Glasses	1.00	\$16.99	\$16.99	1.00	\$5.66	\$5.66	\$6.00	\$5.88	R
80000104	1121	Seasonal Greeting Card W/O Stamp	Thank You card	1.00	\$8.59	\$8.59	1.00	\$2.86	\$2.86	\$4.99	\$4.89	R
26044	208	Tone Cocoa Butter Hand Lotion 12 oz	Vaseline Travel Size Lotion	2.00	\$2.59	\$1.30	12.00	\$0.43	\$5.18	\$11.95	\$11.71	R
80010109	1015	Manilla Envelope 9 1/2 X 12 1/2 In	9" x 12" Clasp Closure Manilla Envelopes - up & up 4ct	4.00	\$2.75	\$0.69	1.00	\$0.69	\$0.69	\$0.69	\$0.68	R
20905	0821	Palm Brush	Palm Brush	1.00	\$1.99	\$1.99	1.00	\$1.82	\$1.82	\$1.82	\$1.78	R

**LA County Menu Pricing**  
**9/09/2024**

Attachment F

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22950	0051	Softie Conditioner Bergamot 5 oz	Blue Magic Bergamot Hair & Scalp Conditioner	12.00	\$4.99	\$0.42	5.00	\$0.42	\$2.08	\$2.08	\$2.04	R
5095706012	4762	Gry Practice Shorts	Men's Pull on Shorts Tech- Goodfellow & Co	1.00	\$28.00	\$28.00	1.00	\$24.00	\$24.00	\$24.00	\$23.52	R
20691	1013	Envelope #10 50/Ct	Mead #10 envelopes 50 Count	40.00	\$2.48	\$0.06	50.00	\$0.02	\$1.03	\$2.85	\$2.79	R
20654	0220	Petroleum Jelly 1 oz	Vaseline Petroleum Jelly	1.75	\$4.49	\$2.57	1.00	\$0.86	\$0.86	\$1.42	\$1.39	R
21486	0133	Freshscent Deodorant Push Up 1.6 oz.	Old Spice Swagger Deodorant	0.50	\$2.49	\$4.98	1.60	\$1.66	\$2.66	\$3.57	\$3.50	R
8000803099	8913	Reading Glasses 1.50 (Ind)	ICO 2.00 Eye Glasses	1.00	\$16.99	\$16.99	1.00	\$5.66	\$5.66	\$6.00	\$5.88	R
22951	0048	Coconut Oil Hair & Sclp Cond 5 oz	Blue Magic Coconut Oil Hair & Scalp Conditioner	12.00	\$4.99	\$0.42	5.00	\$0.42	\$2.08	\$2.08	\$2.04	R
24723	0250	Hydrocortisone Cream 1 oz	Up & Up Hydrocortisone Anti-Itch Cream 1%	1.00	\$5.59	\$5.59	1.00	\$1.86	\$1.86	\$4.25	\$4.17	R
24126	0251	Athlete Ft Cream Tolnaftate .5 oz	Silka Athletes Foot Cream	1.00	\$15.69	\$15.69	0.50	\$5.23	\$2.62	\$3.95	\$3.87	R
29034	1101	Juvenile Birthday Card W/O Stamp	Thank You card	1.00	\$8.59	\$8.59	1.00	\$2.86	\$2.86	\$4.99	\$4.89	R
24214	1086	Pocket Dictionary II	Websters New World Pocket Dictionary Fourth Edition	1.00	\$12.00	\$12.00	1.00	\$9.98	\$9.98	\$9.98	\$9.78	R

**LA County Menu Pricing  
9/09/2024**

Attachment F

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8000804099	8914	Reading Glasses 1.75 (Ind)	ICO 2.00 Eye Glasses	1.00	\$16.99	\$16.99	1.00	\$5.66	\$5.66	\$6.00	\$5.88	R
8000806099	8919	Reading Glasses 2.25 (Ind)	ICO 2.00 Eye Glasses	1.00	\$16.99	\$16.99	1.00	\$5.66	\$5.66	\$6.00	\$5.88	R
8000802099	5273	Reading Glasses 1.25	ICO 2.00 Eye Glasses	1.00	\$16.99	\$16.99	1.00	\$5.66	\$5.66	\$6.00	\$5.88	R
8000806099	5277	Reading Glasses 2.5	ICO 2.00 Eye Glasses	1.00	\$16.99	\$16.99	1.00	\$5.66	\$5.66	\$6.00	\$5.88	R
80006870	0242	Natureplex Zit Free Benzoyl Peroxide 1 oz	Up & Up Acne Spot treatment Benzoyl Peroxide 2.5%	0.75	\$5.89	\$7.85	1.00	\$2.62	\$2.62	\$4.50	\$4.41	R
80001253	5006	Ponytail Holder 1 Ea	Goody Elastic 8 ct. 6 ct.	8.00	\$3.29	\$0.41	1.00	\$0.14	\$0.14	\$0.49	\$0.48	R
8000803099	5274	Reading Glasses 1.50	ICO 2.00 Eye Glasses	1.00	\$16.99	\$16.99	1.00	\$5.66	\$5.66	\$6.00	\$5.88	R
20284	0825	Small Afro Pik	Afro Pik	1.00	\$2.73	\$2.73	1.00	\$0.91	\$0.91	\$1.12	\$1.10	R
80001155	5341	Just Garnet Lipstick .13 oz	Wet n Wild Rich Satin Lip	1.00	\$2.29	\$2.29	1.00	\$0.76	\$0.76	\$1.19	\$1.17	R
20841	0280	Sunscreen Lotion SPF 30 - 4 oz	Banana Boat Suncreen SPF 30	1.80	\$2.49	\$1.38	4.00	\$0.46	\$1.84	\$5.46	\$5.35	R
8000805099	5276	Reading Glasses 2.0	ICO 2.00 Eye Glasses	1.00	\$16.99	\$16.99	1.00	\$5.66	\$5.66	\$6.00	\$5.88	R
8000804099	5275	Reading Glasses 1.75	ICO 2.00 Eye Glasses	1.00	\$16.99	\$16.99	1.00	\$5.66	\$5.66	\$6.00	\$5.88	R
80001101	5940	Lipstick-Breeze .13 oz	Wet n Wild Rich Satin Lip	1.00	\$2.29	\$2.29	1.00	\$0.76	\$0.76	\$1.19	\$1.17	R
80001100	5318	Lipstick Fushia W/Blue Pearl .13 oz	Wet n Wild Rich Satin Lip	1.00	\$2.29	\$2.29	1.00	\$0.76	\$0.76	\$1.19	\$1.17	R



**LA County Menu Pricing**  
**9/09/2024**

Attachment F

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80001098	5331	Light Berry Frost Lipstick .13 oz	Wet n Wild Rich Satin Lip	1.00	\$2.29	\$2.29	1.00	\$0.76	\$0.76	\$1.19	\$1.17	R
80008459	0700	Natureplex Douche Vinegar & Water 4.5 oz	Summer's Eve Extra Cleansing Vinegar and Water Douche	4.50	\$3.56	\$0.79	1.00	\$0.89	\$4.01	\$4.01	\$3.93	R
80001097	5314	Black Orchid Lipstick .13 oz	Wet n Wild Rich Satin Lip	1.00	\$2.29	\$2.29	1.00	\$0.76	\$0.76	\$1.19	\$1.17	R
8000806099	5277	Reading Glasses 2.25	ICO 2.00 Eye Glasses	1.00	\$16.99	\$16.99	1.00	\$5.66	\$5.66	\$6.00	\$5.88	R
8291306001	1650	Womens Panties	Hanes Briefs (4 Pack)	4.00	\$18.99	\$4.75	1.00	\$4.75	\$4.75	\$4.75	\$4.66	R
2077	0697	Contact Lens Case	Up & Up Contac Lens Case	1.00	\$1.49	\$1.49	1.00	\$0.50	\$0.50	\$1.02	\$1.00	R
20251	1085	Beveled Eraser	Paper Mate Pink Erasers 3 ct.	3.00	\$2.49	\$0.83	1.00	\$0.28	\$0.28	\$0.61	\$0.60	R
21555	0773	Tampax Tampons (10/Pk)	Tampax Pearl Regular Tampons 18 Count	18.00	\$8.99	\$0.50	10.00	\$0.17	\$1.66	\$2.88	\$2.82	R
21596	0784	Staydent Denture Adhesive Cream 2.4 oz	Polligrip denture adhesive cream 2.4oz	2.20	\$7.99	\$3.63	2.40	\$1.21	\$2.91	\$5.48	\$5.37	R
80000539	4947	Ampro Styling Gel	Eco Style Gel	16.00	\$3.99	\$0.25	6	\$0.35	\$2.10	\$2.10	\$2.06	R

LA County Correctional Items  
9/09/2024

Attachment F

Item	Item #	Comments	KCN Price	KCN Price with 2% rebate	Receipt or Letter
Sv Spicy Refried Beans 8 Oz			\$4.95	\$4.85	
	6047	This item is not sold in the retail stores in Los Angeles. Due to the makeup of the product, one of the top selling items in the correctional market.			L
Rice Noodles 3.7 Oz	6673	Unique item designed and sold in corrections market only.	\$3.37	\$3.30	L
Velveeta Spread Jalapeno 2 Oz	3535	Single Serve Velveeta Cheese Spread - Available in the corrections market only.	\$2.17	\$2.13	L
FC Fishstks/Spicy Mustard (Pouch)3.53 Oz	6189	Single Serve Pouch item - Available in the corrections market only.	\$3.37	\$3.30	L
Velveeta Spread Cheddar 2 Oz	3536	Single Serve Velveeta Cheese Spread - Available in the corrections market only.	\$2.17	\$2.13	L
Fish Stk/LA Hot 3.53Oz (Pouch)	6721	Single Serve Velveeta Cheese Spread - Available in the corrections market only.	\$3.37	\$3.30	L
Fish Stk Grm Chili/Oil 3.53 Oz (Pouch)	6190	Single Serve Pouch Product - Available in the corrections market only.	\$3.37	\$3.30	L
FC Sardines/Hot Tomato Sauce 3.53 Oz (Pouch)	6181	Single Serve Pouch Product - Available in the corrections market only.	\$2.96	\$2.90	L
Mayonnaise 12Pk	6262	Single Serve Mayonnaise is not sold in retail stores.	\$5.57	\$5.46	L
Mustard 12Pk	6263	Single Serve Mustard is not sold in retail stores.	\$3.10	\$3.04	L
Salt- Single Packet	6519	Single Serve Salt is not sold in the retail market - Bulk stores only.	\$0.07	\$0.06	L
Pepper - Single Packet	6518	Single Serve Pepper is not sold in the retail market - Bulk stores only.	\$0.07	\$0.06	L
Grape Jelly 1 Oz.	6412	Single Serve Jelly is not sold in the retail market - Bulk Stores only.	\$0.51	\$0.50	L
FC Mackerel 3.53 Oz (Pouch)	6178	Single Serve Pouch item - Available in the Corrections Market Only.	\$4.00	\$3.92	L
Indigent Kit No Razor	9806	Los Angeles County Kit	\$6.02	\$5.90	L
Indigent Kit	9802	Los Angeles County Kit	\$6.14	\$6.02	L
Los Angeles County Hygiene No Razor Kit	9808	Los Angeles County Kit	\$1.38	\$1.35	L
Book Of Ten Stamps	1050	Postal Service	\$5.50	\$5.50	L
Los Angeles County Hygiene w/Razor Kit	9807	Los Angeles County Kit	\$1.06	\$1.04	L
Haircut Indigent	9803	Los Angeles County Kit	\$2.00	\$2.00	L
Security Razor 1 Ea	0935	Correction Market Item - Available in Corrections only - not sold in retail.	\$0.80	\$0.78	L
Large Stamped Envelope Ea	1001	Postal Service	\$0.74	\$0.74	L
Stationary - Gen Kit	8687	Corrections Market Only - Kit	\$1.79	\$1.75	L
Styrofoam Cup 20-oz	1992	Styrofoam Cups are not sold in retail stores, plastic cups only.	\$0.65	\$0.64	L
Toothbrush Flexible Security	0058	Correction Market Item - Available in Corrections only - not sold in retail.	\$1.28	\$1.25	L
Xtremeflex Bowl	5845	Correction Market Item - Available in Corrections only - not sold in retail.	\$8.98	\$8.80	L
Kit #920693 - Notebk Paper Pk 15 Sheets	9492	Corrections Market Only - Kit	\$0.92	\$0.90	L



LA County Correctional Items  
9/09/2024

Attachment F

Item	Item #	Comments	KCN Price	KCN Price with 2% rebate	Receipt or Letter
Eyeglasses Indigent - All Sizes	8918	Corrections Market Only - Kit	\$4.75	\$4.66	L
Kit #42522 - Los Angeles County	8930	Los Angeles County Kit	\$7.15	\$7.01	L
Pro-Per Book Of Ten Stamps	9810	Postal Service	\$5.50	\$5.50	L
Xtremeflex Spoon Soup 1Ea			\$1.58	\$1.55	L
Haircut	5848	Correction Market Item - Available in Corrections only - not sold in retail.	\$2.00	\$2.00	L
Xtremeflex Fork 1Ea	9803	Los Angeles County Item Only	\$1.58	\$1.55	L
Freshscent Soap 1.5 Oz	5846	Correction Market Item - Available in Corrections only - not sold in retail.	\$0.66	\$0.65	L
Pro-Per Pencil	0402	Single Serve Soaps are not available in retail - corrections market or hotels only.	\$0.10	\$0.10	L
Hereford Beef Taco Filling (Pouch)	9812	Pro Per Item - Los Angeles County Item	\$8.01	\$7.85	L
Hereford Hot and Spicy Beef Taco Filling (Pouch)	7518	Single Serve Pouch Item - Not sold in the retail stores.	\$8.01	\$7.85	L
Brushy Creek Vienna Sausages (Pouch)	7832	Single Serve Pouch Item -. Not sold in the retail stores.	\$4.03	\$3.95	L
Brushy Creek Hot Vienna Sausages (Pouch)	4508	Correction Market Item - Available in Corrections only - not sold in retail.	\$4.03	\$3.95	L
Minute Rice (Pouch)	4520	Correction Market Item - Available in Corrections only - not sold in retail.	\$3.52	\$3.45	L
Velveeta Cheesy Rice in a Pouch	2307	Correction Market Item - Available in Corrections only - not sold in retail.	\$2.14	\$2.10	L
Velveeta Cheesy Rice (Hot) in a Pouch	2666	Correction Market Item - Available in Corrections only - not sold in retail.	\$2.14	\$2.10	L
Maruchuan Chicken Ramen - Clear Panel	2667	Correction Market Item - Available in Corrections only - not sold in retail.	\$0.70	\$0.69	L
		Ramen Soup with Clear Package - manufactured for Correctional Market only. Price at \$0.50 at Vons but our packaging is designed for corrections and has a clear panel and plastic seasoning pack.			L
Maruchuan Cajun Shrimp - Clear Panel	6046				
		Ramen Soup with Clear Package - manufactured for Correctional Market only. Price at \$0.50 at Vons but our packaging is designed for corrections and has a clear panel and plastic seasoning pack.	\$0.70	\$0.69	L
Maruchuan Texas Beef - Clear Panel	6053				
		Ramen Soup with Clear Package - manufactured for Correctional Market only. Price at \$0.50 at Vons but our packaging is designed for corrections and has a clear panel and plastic seasoning pack.	\$0.70	\$0.69	L
Maruchuan Cajun Chicken- Clear Panel	6018				
		Ramen Soup with Clear Package - manufactured for Correctional Market only. Price at \$0.50 at Vons but our packaging is designed for corrections and has a clear panel and plastic seasoning pack.	\$0.70	\$0.69	L
	6013				
		Ramen Soup with Clear Package - manufactured for Correctional Market only. Price at \$0.50 at Vons but our packaging is designed for corrections and has a clear panel and plastic seasoning pack.	\$0.70	\$0.69	L

LA County Correctional Items  
9/09/2024

Attachment F

Item	Item #	Comments	KCN Price	KCN Price with 2% rebate	Receipt or Letter
Maruchuan Beef Ramen- Clear Panel					
	6048	Ramen Soup with Clear Package - manufactured for Correctional Market only. Price at \$0.50 at Vons but our packaging is designed for corrections and has a clear panel and plastic seasoning pack.	\$0.70	\$0.69	L
Maruchuan Chili Lime Shrimp - Clear Panel					
	6016	Ramen Soup with Clear Package - manufactured for Correctional Market only. Price at \$0.50 at Vons but our packaging is designed for corrections and has a clear panel and plastic seasoning pack.	\$0.70	\$0.69	L
Maruchuan Chili Ramen - Clear Panel					
	6026	Ramen Soup with Clear Package - manufactured for Correctional Market only. Price at \$0.50 at Vons but our packaging is designed for corrections and has a clear panel and plastic seasoning pack.	\$0.70	\$0.69	L
Maruchuan Hot and Spicy Vegetable Ramen - Clear Panel					
	6052	Ramen Soup with Clear Package - manufactured for Correctional Market only. Price at \$0.50 at Vons but our packaging is designed for corrections and has a clear panel and plastic seasoning pack.	\$0.70	\$0.69	L
Tylenol 2 Pack Ct	0610	Tylenol 2 packs are not sold in retail stores - Convenient Stores and gas stations only. Price is supported by convenient store receipts.	\$1.99	\$1.95	L
Advil 2 Pack CT	0612	Advil 2 packs are not sold in retail stores - Convenient Stores and gas stations only. Price is supported by convenient store receipts.	\$1.99	\$1.95	L
Alka Seltzer 2 Ct	0645	Alka Seltzer 2 packs are not sold in retail stores - Convenient Stores and gas stations only. Price is supported by convenient store receipts.	\$1.99	\$1.95	L
Bayer 2 Ct	0616	Bayer 2 packs are not sold in retail stores - Convenient Stores and gas stations only. Price is supported by convenient store receipts.	\$1.99	\$1.95	L
Emory Board 1 CT	0753	Emory Board are not sold in single serve packs.	\$0.28	\$0.27	L
Banana Moon PIE	3200	Retail items are sold at Walmart on-line only. I utilized retail on-line price.	\$1.69	\$1.66	L
Mascot Chocolatey Caramel Clusters Peanuts 5 oz.	NEW	Hershey Goodbar, which is an equivalent item, is not sold in retail stores, convenient stores only which has a larger selection of Candy Bars.	\$4.18	\$4.10	L

## **ATTACHMENT F.1**

### **COMMISSARY HOUSING MENUS**

**(PLACE HOLDER)**

## **ATTACHMENT F.2**

### **INDIGENT KITS**

## INDIGENT KIT – GENERAL POPULATION

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

Product	Quantity
Stamped Envelopes	4
Sheets of lined paper (Minimum 5" x 7")	8
Shampoo and body bath packs (0.35 ounce each)	4
Deodorant Packs (2.5 grams each)	4
Flexible Black Comb not to exceed 5"	1
1 ounce wrapped bar of deodorant soap	1
Disposable OraLine 90021 (or equivalent) advance security razor	1
OraLine 90010 (or equivalent) flex security toothbrush, ¾" non-slip grip toothbrush with 41 tuft head – with an overall toothbrush length not to exceed 3"	1
Fluoride toothpaste .6 ounce	1
Golf-size pencil, no eraser	1

## INDIGENT KIT – RESTRICTED POPULATION

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

Product	Quantity
Stamped Envelopes	4
Sheets of lined paper (Minimum 5" x 7")	8
Shampoo and body bath packs (0.35 ounce each)	4
Deodorant Packs (2.5 grams each)	4
Flexible Black Comb not to exceed 5"	1
1 ounce wrapped bar of deodorant soap	1
OraLine 90010 (or equivalent) flex security toothbrush, ¾" non-slip grip toothbrush with 41 tuft head – with an overall toothbrush length not to exceed 3"	1
Fluoride toothpaste .6 ounce	1
Golf-size pencil, no eraser	1

## HYGIENE MAINTENANCE KIT

Hygiene Maintenance Kits consist of:

Product	Quantity
Disposable Oraline 90021 (or equivalent) advance security razor (this item shall not be issued to Inmates housed in High Power, Mental Health and Disciplined Housing)	1
OraLine 90010 (or equivalent) flex security toothbrush, ¾" non-slip grip toothbrush with 41 tuft head – with an overall toothbrush length not to exceed 3"	1
.6 ounce toothpaste in a clear tube	1
2.5 grams alcohol-free deodorant packets	4
7 gram packets of conditioning shampoo	4
1 ounce wrapped bar of deodorant soap	1
Flexible Black Comb not to exceed 5"	1
325mg regular strength non-aspirin reliever (2-tablet pack)	3

(This item may be subject to change based on housing location and/or medical restrictions.)

## **ATTACHMENT F.3**

### **COUNTY'S KITS AND ASSORTMENTS**

## PRO-PER KIT

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

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

## COUNTY GIFT ASSORTMENTS

Note to Contractor: The contents of the County Assortment Packs will be determined by County Project Manager as indicated in Paragraph 9.14.4 of Exhibit A (Statement of Work). For informational purposes, County Gift Assortments may include, but are not limited to, the following products:

Products		
Candy	Cookies	Hot chocolate
Chips	Cereal	Beverages
Pastry	Nuts	Stationary
Soup	Popcorn	Holiday Cards
Beef and cheese sticks	Coffee	Lotions
Crackers	Juice	



## **ATTACHMENT F.4**

### **WEB ORDER MENU**

## WEB ORDER MENU

Category	Item #	Keefe Item Description	Price
Candy	NEW	Mascots Mini Peanut Butter Cups 5 oz	\$4.85
Candy	NEW	Scotts Chocolatey Caramel Bar 2.2 oz	\$1.79
Candy	NEW	Mascot Candy Cookies & Cream Rounds 5 oz	\$4.62
Candy	NEW	Mascot Candy Peanut Crunch Bar 1.69 oz	\$1.44
Candy	NEW	Mascot Chocolatey Caramel Clusters Peanuts 5 oz.	\$4.10
Chips	6079	Whole Shabang Chips 1.5 oz	\$1.51
Chips	6100	Moon Lodge Potato Chips 1.5 oz	\$1.51
Chips	6101	Stuffed Jalapeno Chips 6 oz	\$5.73
Chips	6105	Moon Lodge BBQ Chips 1.5 oz	\$1.51
Chips	6117	Cheese Crunch 11 oz.	\$7.30
Chips	6125	Moon Lodge Hot BBQ Chips 1.5 oz	\$1.51
Chips	6126	Sour Cream & Onion Chips 1.5 oz	\$1.51
Chips	6171	Hot Corn Chips 12 oz	\$7.30
Chips	6198	Cheetos Flamin Hot 8 oz	\$6.08
Chips	6218	Moon Lodge Popcorn-Jalapeno & Cheddar 5 oz	\$5.39
Chips	6348	Cactus Annie Hot Cheese Crunchy 9.5 oz	\$6.75
Condiments	6262	Mayonnaise 12Pk	\$5.46
Condiments	6263	Mustard 12Pk	\$3.04
Cookies and Pastries	3010	Chocolate Chip Cookie 2.75 oz	\$1.39
Cookies and Pastries	3015	Oatmeal Raisin Cookie 2.75 oz	\$1.39
Cookies and Pastries	3030	Market Square Vanilla Creme Cookies 6 oz	\$3.70
Cookies and Pastries	3035	Zippy Cakes Choc Chip Cookies 6 oz	\$3.04
Cookies and Pastries	3040	Market Square Iced Oatmeal Cookies 6 oz	\$3.04
Cookies and Pastries	3045	Market Square Duplex Cremes 6 oz	\$3.70
Cookies and Pastries	3083	Zippy Cakes Strawberry Cremes 14 oz	\$8.65
Cookies and Pastries	3200	Banana Moon Pie	\$1.66
Cookies and Pastries	NEW	Pop Tarts Strawberry 2 Pk - 3.4 oz	\$0.94
Drinks	2010	Keefe Coffee 4 oz	\$9.10
Drinks	2041	French Vanilla Cappuccino 8 oz	\$4.28
Drinks	NEW	Wylers Island Blue Ocean 1.18 oz	\$5.15
Drinks	NEW	Wylers Radical Lemon Berry 1.18 oz	\$5.15
Female Section Only	0120	Ladies Speed Stick 1.4 oz	\$1.64
Female Section Only	0208	Tone Cocoa Butter Hand Lotion 12 oz	\$11.71
Food Item	2438	Oatmeal Maple Brown Sugar 1.51 oz	\$1.25
Hygiene	0001	Shampoo 4 oz	\$3.19
Hygiene	0020	Dandruff Shampoo 4 oz	\$3.92
Hygiene	0058	Toothbrush Flexible Security	\$1.25
Hygiene	0133	Freshscent Deodorant Push Up 1.6 oz.	\$3.50
Hygiene	0210	Skin Care Lotion 4 oz	\$3.53
Hygiene	0215	Cocoa Butter Lotion 4 oz	\$3.25
Hygiene	0400	Irish Spring Soap 3.2 oz	\$1.26
Hygiene	0518	Colgate Toothpaste Regular 1 oz	\$1.39
Hygiene	0538	Freshmint Toothpaste 2.75 oz	\$4.35
Hygiene	0935	Security Razor 1 ea	\$0.78

## **ATTACHMENT F.5**

### **VENDING MENU**

## VENDING MENU

Category	Item #	Keefe Item Description	Price
Chips	6079	Whole Shabang Chips 1.5 oz	\$1.51
Chips	6100	Moon Lodge Potato Chips 1.5 oz	\$1.51
Chips	6105	Moon Lodge BBQ Chips 1.5 oz	\$1.51
Chips	6116	Cheese Puffs 2 oz	\$1.75
Chips	6125	Moon Lodge Hot BBQ Chips 1.5 oz	\$1.51
Chips	6126	Sour Cream & Onion Chips 1.5 oz	\$1.51
Chips	6159	Cheetos Flamm Hot 1.75 oz	\$1.33
Chips	6167	Chili Cheese Fritos 2 oz	\$1.49
Condiments	2214	Keefe Sugar Substitute Saccharin Pink 10 pk	\$0.48
Condiments	6262	Mayonnaise 12Pk	\$5.46
Condiments	6263	Mustard 12Pk	\$3.04
Condiments	6412	Grape Jelly 1 oz	\$0.50
Cookies and Pastries	3030	Market Square Vanilla Creme Cookies 6 oz	\$3.70
Cookies and Pastries	3035	Zippy Cakes Choc Chip Cookies 6 oz	\$3.04
Cookies and Pastries	3040	Market Square Iced Oatmeal Cookies 6 oz	\$3.04
Cookies and Pastries	3045	Market Square Duplex Cremes 6 oz	\$3.70
Cookies and Pastries	3200	Banana Moon Pie	\$1.66
Cookies and Pastries	3274	Iced Honey Bun 4.75 oz	\$2.31
Drinks	2010	Keefe Coffee 4 oz	\$9.10
Drinks	2021	Non Dairy Creamer 8 oz	\$3.23
Drinks	2041	French Vanilla Cappuccino 8 oz	\$4.28
Drinks	NEW	Wylers Island Blue Ocean 1.18 oz	\$5.15
Drinks	NEW	Wylers Radical Lemon Berry 1.18 oz	\$5.15
Drinks	NEW	Water 16.9 oz	\$1.98
Drinks	NEW	Days - Cola, Orange, Peach, Cherry Vanilla 24 oz	\$3.01
Food Item	2615	Brushy Creek Beef & Chicken Summer Sausage 1.625 oz.	\$2.89
Food Item	3535	Velveeta Spread Jalapeno 2 oz	\$2.13
Food Item	3536	Velveeta Spread Cheddar 2 oz	\$2.13
Food Item	3584	Brushy Creek Hot & Spicy Summer Sausage 5 oz	\$7.79
Food Item	6047	Sevilla Spicy Refried Beans 8 oz	\$4.85
Food Item	6673	Rice Noodles 3.7 oz	\$3.30
Food Item	2438	Oatmeal Maple Brown Sugar 1.51 oz	\$1.25
Medicine	0612	Advil 2 Pk	\$1.95
Seafood Item	6178	Fresh Catch Mackerel 3.53 oz (pouch)	\$3.92
Seafood Item	6181	Fresh Catch Sardines - Hot Tomato Sauce 3.53 oz (pouch)	\$2.90
Seafood Item	6189	Fresh Catch Fishsteaks - Spicy Mustard 3.53 oz (pouch)	\$3.30
Seafood Item	6190	Fish Steak - Green Chili Oil 3.53 oz (pouch)	\$3.30
Seafood Item	6721	Fish Steak LA Hot Sauce 3.53 oz (pouch)	\$3.30
Seafood Item	6826	Fresh Catch Tuna 4.23 oz	\$3.81
Soup	6013	Maruchuan Cajun Chicken- clear panel	\$0.69
Soup	6016	Maruchuan Chili Lime Shrimp - clear panel	\$0.69
Soup	6018	Maruchuan Texas Beef - clear panel	\$0.69
Soup	6026	Maruchuan Chili Ramen - clear panel	\$0.69
Soup	6046	Maruchuan Chicken Ramen - clear panel	\$0.69

**VENDING MENU**

Category	Item #	Keefe Item Description	Price
Soup	6048	Maruchuan Beef Ramen- clear panel	\$0.69
Soup	6052	Maruchuan Hot and Spicy Vegetable Ramen - clear panel	\$0.69
Soup	6053	Maruchuan Cajun Shrimp - clear panel	\$0.69

## **ATTACHMENT F.6**

### **INMATE ACCOUNT DEPOSIT FEE SCHEDULE**

## INMATE ACCOUNT DEPOSIT FEE SCHEDULE

Credit Card	By Computer	By Phone	By Kiosk
Deposit Amount	Online Computer Deposits	Credit Card Deposits by Phone	Credit Card Deposits at Kiosk
<b>\$20.00 to \$99.99</b>	<b>\$6.95</b>	<b>\$7.95</b>	<b>\$6.95</b>
<b>\$100.00 to \$199.99</b>	<b>\$7.50</b>	<b>\$8.50</b>	<b>\$7.50</b>
<b>\$200.00 to \$300.00</b>	<b>\$7.95</b>	<b>\$8.95</b>	<b>\$7.95</b>

Cash Deposit Amount	Cash Deposits at Kiosk
<b>\$20.00 - \$300.00</b>	<b>\$5.00</b>

Inmate trust account deposits are limited to \$300.00 per week, as further specified in Paragraph 9.9.1 (Inmate Account Deposit Requirements) of Exhibit A (Statement of Work).

## **ATTACHMENT G.1**

### **CONTRACTOR'S DELIVERY PLAN**





## CONTRACTOR'S DELIVERY PLAN

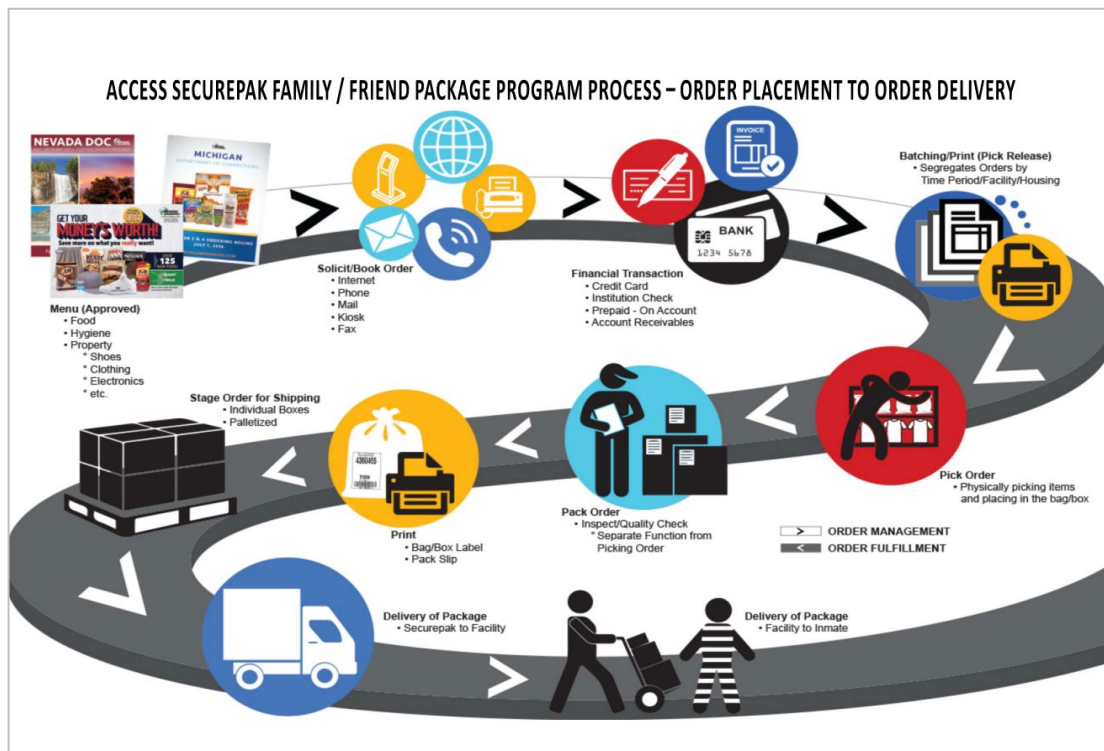
### Commissary

Keeffe will continue with our current commissary processing and delivery timeline. Orders are picked up from the facility by Keeffe staff, processed and delivered by Keeffe staff within 24 hours.

Commissary Operations Schedule						
Facility	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
Men Central	SF	DO				
CRDF		SF	DO			
Pitchess Det Center			SF	DO		
NCCF				SF	DO	
Twin Towers					SF	DO
*Scan Forms Picked Up at 7:00 p.m. (SF)						
** Delivery of Orders at 5:30 p.m. (DO)						

### Friends and Family Program

Keeffe will provide inmate Friends and Family members with the ability to place orders for the inmate population from our website. Friends and Family orders are delivered using the Commissary Operation schedule above for each respective facility. Please see below for the Access Securepak Family/Friends Order Process Flowchart





## Vending Program

KCN's Debit Pin vending services solution is a unique way to offer on-demand commissary goods to inmates in correctional facilities. KCN's method allows inmates the ability to utilize their trust funds to dispense snacks at a moment's notice when allowed accessibility to each machine.

Every morning our Operations Supervisor will run vending reports to see what the needs are for the location being scheduled on a particular day, as our vending software will allow us to see in advance the needs of every machine.

Once the reports are run, the truck will be loaded with the product needed plus 20% extra in case some vending machines are used from the time we leave the warehouse, and we arrive to the facility.

Keefe's proposed vending refill schedule will be as follows:

Monday	Tuesday	Wednesday	Thursday	Friday
CRDF	CRDF	CRDF		CRDF
	TTCF		TTCF	
MCJ				MCJ
	NCCF		NCCF	
	PDC-N			
	PDC-S			PDC-S
PDC-E		PDC-E		

## **ATTACHMENT G.2**

### **MAINTENANCE AND DELIVERY SCHEDULE**

## **MAINTENANCE AND DELIVERY SCHEDULE**

### DELIVERY PLAN COMMISSARY

Commissary Operations Schedule						
Facility	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
Men Central	SF	DO				
CRDF		SF	DO			
Pitchess Det. Center			SF	DO		
NCCF				SF	DO	
Twin Towers					SF	DO
*Scan Forms Picked Up at 7:00 p.m. (SF)						
**Delivery of Orders at 5:30 p.m. (DO)						

### VENDING REFILL SCHEDULE

Monday	Tuesday	Wednesday	Thursday	Friday
CRDF	CRDF	CRDF		CRDF
	TTCF		TTCF	
MCJ				MCJ
	NCCF		NCCF	
	PDC-N			
	PDC-S			PDC-S
PDC-E		PDC-E		

#### **Delivery:**

- Contractor must deliver orders to Inmates Monday through Friday, between the hours of 5:30 P.M. and 10:30 P.M. (Pacific Time), unless otherwise agreed upon by the County and Contractor.

#### **Re-stocking Schedule:**

All scheduled re-stocking of Machines must occur Monday through Friday, between the hours of 7:00 A.M. and 5:00 P.M. (Pacific Time), unless otherwise agreed upon by both the County and Contractor. Additional trips to the re-stocking schedule will be at the discretion of the County Project Director and reflected in this Maintenance and Delivery Schedule.

#### **Maintenance Schedule:**

- Contractor must provide routine maintenance each time the vending machine is serviced. Maintenance services include cleaning the inside and outside of the machine when restocked, including, but not limited to, each machine's touchscreen keypad.
- Additionally, Contractor must, on a monthly basis, clean compressors on refrigerated machines.

## **EXHIBIT A**

### **INMATE COMMISSARY AND VENDING SERVICES**

#### **STATEMENT OF WORK**

## TABLE OF CONTENTS

<u>PARAGRAPH</u>		<u>PAGE</u>
<b>GENERAL</b>		
1.0	SCOPE OF WORK.....	1
2.0	CUSTODY FACILITIES/INMATE POPULATION .....	1
2.1	Custody Facilities .....	1
2.2	Estimated Daily Inmate Population .....	2
3.0	GENERAL WORK REQUIREMENTS FOR COMMISSARY AND VENDING SERVICES .....	2
3.1	Days and Hours of Operation.....	2
3.2	Contractor Responsibilities .....	3
3.2.1	Service Implementation Plan.....	3
3.2.2	Requirements Before the Start of Work, Contractor Personnel .....	4
3.2.3	Uniform and Identification Badge Requirements, Contractor Personnel .....	6
3.2.4	Security Requirements, Contractor Personnel .....	7
3.2.5	Conduct, Contractor Personnel .....	8
3.2.6	On-Site Work, Safety and Security Requirements.....	10
4.0	MENU PRODUCT PRICING FOR COMMISSARY AND VENDING.....	11
4.1	Product Master List.....	11
4.1.6	New Products .....	12
4.2	Mandatory Annual Product Cost Comparison.....	13
5.0	REPORTING REQUIREMENTS FOR COMMISSARY AND VENDING.....	14
5.1	Commissary/Inmate Account Deposit Reports .....	14
5.2	Vending Reports .....	17
6.0	TRANSITION AT TERMINATION OF CONTRACT .....	18
7.0	PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART.....	18
8.0	QUALITY CONTROL/ASSURANCE PLAN .....	19
8.1	Annual Surveys .....	19
8.2	Commissary and Vending Quality Control Program.....	19
8.3	Quality Assurance Plan.....	21
8.4	County Observations.....	21

9.0	COMMISSARY SERVICES .....	22
9.1	Commissary Menu .....	22
9.2	Specialty Offerings .....	23
9.6	Inventory Controls, Contractor .....	25
9.7	Contractor's Delivery Plan.....	25
9.7.2	Delivery Requirements, General .....	26
9.7.3	Undeliverable Orders.....	28
9.7.4	Delivery Sign-off, Special Circumstances.....	29
9.8	Commissary Order Methods .....	30
9.8.1	Scantron .....	30
9.8.2	Inmate Tablet URL/Application (Optional) .....	30
9.8.3	Contractor Commissary Website .....	31
9.9	Inmate Account Deposits .....	33
9.10	Inmate Commissary Order Process - Contractor .....	38
9.11	Inmate Spending Limit .....	39
9.12	Refund Policy – Notice to Customer .....	39
9.13	Inmate Classifications .....	40
9.13.1	Indigent Inmate.....	40
9.13.2	Pro-Per Inmate .....	40
9.14	Kits and Assortments .....	40
9.14.1	Hygiene Maintenance Kits.....	40
9.14.2	Indigent Kits.....	41
9.14.3	Pro-Per Kits .....	41
9.14.4	County Gift Assortments.....	41
10.0	VENDING SERVICES .....	42
10.1	Service Requirements, General .....	42
10.2	Vending Machine Installations.....	43
10.3	Vending Machine Locations .....	44
10.4	Inmate Vending Card Refunds .....	44
10.5	Vending Merchandise .....	45
10.6	Vending Menu .....	46
10.7	Vending Schedule: Re-stocking and Maintenance.....	47
10.8	Re-Stocking.....	47

**SOW ATTACHMENTS**

- ATTACHMENT A – CONTRACT DISCREPANCY REPORT
- ATTACHMENT B – PERFORMANCE REQUIREMENTS SUMMARY CHART
- ATTACHMENT C – EQUIPMENT LOCATION AND SPECIFICATIONS
  - ATTACHMENT C.1 – VENDING EQUIPMENT LIST BY FACILITY
  - ATTACHMENT C.2 – VENDING MACHINE DIMENSIONS
  - ATTACHMENT C.3 – VENDING MACHINE PHASED  
INSTALLATION PLAN
- ATTACHMENT D – SYSTEM INTERFACES
- ATTACHMENT E – DEPARTMENT SECURITY AND GROOMING STANDARDS
  - ATTACHMENT E.1 – PHOTOGRAPHY AND/OR PRESS  
RELATIONS
  - ATTACHMENT E.2 – GROOMING AND DRESS STANDARDS
  - ATTACHMENT E.3 – POLITICAL ACTIVITY
  - ATTACHMENT E.4 – SECURITY OF PERSONAL PROPERTY
  - ATTACHMENT E.5 – CONTRABAND DEFINED
  - ATTACHMENT E.6 – ENTRY APPLICATION FOR CUSTODY  
FACILITIES
  - ATTACHMENT E.7 – POLICY OF EQUALITY
  - ATTACHMENT E.8 – NON-EMPLOYEE INJURY REPORT
  - ATTACHMENT E.9 – SAMPLE SECURITY INCIDENT REPORT
- ATTACHMENT F – COMMISSARY AND VENDING PRODUCT MASTER LIST
  - ATTACHMENT F.1 – COMMISSARY HOUSING MENUS
  - ATTACHMENT F.2 – INDIGENT KITS
  - ATTACHMENT F.3 – COUNTY'S KITS AND ASSORTMENTS
  - ATTACHMENT F.4 – WEB ORDER MENU
  - ATTACHMENT F.5 – VENDING MENU
  - ATTACHMENT F.6 – INMATE ACCOUNT DEPOSIT FEE  
SCHEDULE
  - ATTACHMENT G.1 – CONTRACTOR'S DELIVERY PLAN
  - ATTACHMENT G.2 - MAINTENANCE AND DELIVERY SCHEDULE



## GENERAL

### 1.0 SCOPE OF WORK

The Los Angeles County Sheriff's Department's (Department) Commissary and Vending Services (Services) operation provides Inmates with an opportunity to purchase a variety of commissary-style goods and access to vending machines that dispense snack foods and beverages to the Inmates housed in the Department's Custody Facilities.

These Services generate revenue that is deposited into the Inmate Welfare Fund and spent on Inmate educational programs, vocational training, and other services.

### 2.0 CUSTODY FACILITIES / INMATE POPULATION

#### 2.1 Custody Facilities

2.1.1 Services are to be provided at the Department's eight Custody Facilities listed below:

Men's Central Jail (MCJ) 441 Bauchet Street Los Angeles, CA 90012	Twin Towers Correctional Facility 450 Bauchet Street Los Angeles, CA 90012
Pitchess Detention Center, North 29320 N. The Old Road Castaic, CA 91384	Pitchess Detention Center, South 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. 60 <sup>th</sup> West Lancaster, CA 93536

\*\*\*Currently closed, but subject to open at any time throughout the Term of the Contract.

2.1.2 The County reserves the right to add, open, remove and/or combine custody housing locations. For any modifications to the Contract based on such changes, a Change Notice must be executed pursuant to Paragraph 8.1 (Amendments and Change Notices) of the Contract.

2.1.3 Notwithstanding the above, any such changes will not affect the County percentage of revenue or any other term or condition of the Contract.

## **2.2 Estimated Daily Inmate Population**

<b>Custody Facilities</b>	<b>Population</b>
Men's Central Jail	3,996
Twin Towers Correctional Facility	2,397
Century Regional Detention Facility	1,455
North County Correctional Facility	3,552
Pitchess Detention Center - East	39
Pitchess Detention Center - North	1,222
Pitchess Detention Center - South	1,225

## **3.0 GENERAL WORK REQUIREMENTS FOR COMMISSARY AND VENDING SERVICES**

### **3.1 Days and Hours of Operation**

3.1.1 Commissary/Vending operations are Monday through Friday between 8:00 A.M. and 5:00 P.M. (Pacific Time). Contractor must provide a 24-hour message system for Service calls.

3.1.2 Contractor must adhere to the Work schedules set forth in Attachment G.2 (Maintenance and Delivery Schedule) to this SOW.

3.1.3 County Holidays

The County and Contractor may make temporary adjustments to Attachment G.2 (Maintenance and Delivery Schedule) to this SOW to accommodate the County-observed holidays listed below:

- New Year's Day – January 1st
- Martin Luther King Day – 3rd Monday in January
- President's Day – 3rd Monday in February
- Cesar Chavez Day – Last Monday in March
- Memorial Day – Last Monday in May
- Juneteenth – June 19
- Independence Day – July 4th
- Labor Day – 1st Monday in September
- Indigenous People's Day – 2nd Monday in October
- Veteran's Day – November 11th

- Thanksgiving – 4th Thursday in November
- Friday following Thanksgiving – 4th Friday in November
- Christmas – December 25th

3.1.4 Any request to adjust Work schedule(s) must be submitted in writing to County Project Director two weeks prior to any proposed schedule change(s).

## **3.2 Contractor Responsibilities**

Contractor and Contractor personnel performing Work under the Contract must comply with the requirements of this SOW, including, but not limited to, Attachments E.1 – E.9 to this SOW, and as further specified in Paragraph 7.0 (Administration of Contract - Contractor) of the Contract.

### **3.2.1 Service Implementation Plan**

3.2.1.1 Prior to commencement of Work, Contractor and County Project Manager must finalize a written implementation plan to transition Services from the prior vendor to Contractor. The implementation plan will address the following:

- Commissary/Vending Product Master List**  
A master list containing all products to be sold to Inmates via commissary and vending Services will be finalized by Contractor and the County, and will be affixed to the Contract as Attachment F (Commissary and Vending Product Master List) to this SOW, as further specified in Paragraph 4.1 (Product Master List) below,
- Delivery Plan**  
Contractor's delivery plan for ensuring the secured delivery of all products to the designated Custody Facilities [refer to Paragraph 9.7 (Contractor's Delivery Plan) of this SOW], and
- Vending Machine Phased Installation Plan**  
A phased-implementation plan detailing the Vending Machine equipment removal/installation process must be finalized by Contractor and the County, and will be affixed to the Contract as Attachment C.3 (Vending Machine Phased Installation Plan) to this SOW. Contractor's installation plan must include a timeline, agreed to by the parties, for completion of all Vending Machine installations.

Contractor must coordinate with the outgoing vending contractor, in conjunction with County Project Director, to

replace existing vending machines and equipment with Contractor's new Vending Machines and equipment [refer to Attachment C.1 (Vending Equipment List by Facility) to this SOW], as directed by County Project Director.

- 3.2.1.2 Upon the County's final approval of the implementation plan, the County will provide written authorization to Contractor to proceed with Services, at which point the implementation plan will commence.

### **3.2.2 Requirements Before the Start of Work, Contractor Personnel**

#### **3.2.2.1 Inmate Trust Account Application / Interface**

- a. The Department utilizes a Jail Information Management System (JIMS) application as an Inmate trust accounting system to manage Inmate trust accounts. The County owns and manages an interface to JIMS. The County will provide Contractor access to the interface to support the ordering of goods.
- b. Contractor must configure its point of sale (POS) system to meet the Department's data network requirements as listed in Exhibit B (Business and Technical Requirements) and Exhibit H (County's Information Security and Privacy Requirements) to the Contract.
- c. The County may require modifications to Contractor's system at any time if it believes security of the network may be compromised. The County reserves the right to lock Contractor out of the data network during such security breach.
- d. Contractor must notify County Project Manager immediately upon identification of any potential or actual electronic security incident (security incident), including but not limited to any breach or security attack. Contractor must provide a written report and assessment regarding all actions taken concerning each identified security incident, including, but not limited to, any breach or security attack, the network status, potential impact(s) to the Department, and Contractor's timeline to implementing corrective measures [refer to Attachment E.9 (Sample Security Incident Report) to this SOW]. Each security incident must be categorized according to its criticality as either minor or major, as follows:

- i. For a minor security incident, which causes or may cause limited loss of confidentiality, integrity, protection and/or availability of Contractor's application, the report and assessment must be provided within 24 hours following the identification of the minor security incident.
- ii. For a major security incident, which causes or may cause significant and catastrophic loss of confidentiality, integrity, protection, and/or availability of Contractor's application, the report and assessment must be provided within eight hours following identification of the major security incident.

The County, in its sole discretion, will determine the security level of each incident.

#### 3.2.2.2 Background and Security Clearance

- a. Contractor personnel must undergo and successfully pass, to the satisfaction of the County, a background investigation performed by the Department prior to being allowed access to any Custody Facility [refer to Paragraph 7.5 (Background and Security Investigations) of the Contract].
- b. Contractor must provide County Project Director with a completed Attachment E.6 (Entry Application for Custody Facilities) to this SOW, for all Contractor personnel performing Services under this Contract and entering Custody Facilities on behalf of Contractor.
- c. The Department's Religious and Volunteer Services (RVS) will conduct all background and security clearances and register all approved Contractor personnel in the Department's Jail Entry Tracking System (JETS). All fees associated with background and security clearances will be at Contractor's sole expense.

#### 3.2.2.3 Contractor personnel performing Work under the Contract are required to read and complete a Contractor's Employee Acknowledgement and Confidentiality Agreement [refer to Paragraph 7.6.1 (Confidential Information) of the Contract].

#### 3.2.2.4 Jail Orientation

- a. Contractor personnel must attend a mandatory four-hour jail orientation prior to performing Work in a Custody Facility.

- b. Contractor personnel must have successfully passed the Department's security background check prior to attending the mandatory four-hour jail orientation.
- c. The mandatory four-hour jail orientation will be provided by the Department. However, Contractor is responsible for all costs associated with Contractor personnel's attendance at the jail orientation.

#### 3.2.2.5 Ethical Conduct Training

- a. Contractor must, at Contractor's sole expense, train or facilitate personnel training in ethical conduct, with focus on the importance of both lawful and appropriate conduct within a Custody Facility setting.
- b. Contractor personnel must receive no less than two hours of ethical conduct training prior to performing Work in a Custody Facility. The training is intended to raise individual awareness of the common temptations associated with working an assignment of special trust, such as that of vendors inside a custody environment, and the consequences of inappropriate or criminal behavior in this setting. This topic will be re-enforced during the Department's mandatory four-hour jail orientation specified in Paragraph 3.2.2.4 above.
- c. Contractor must submit a course outline to County Project Director for review and approval two weeks prior to the training date.
- d. Contractor may seek to partner with an outside organization to meet the two-hour ethical conduct training requirement; however, the training provider must be pre-approved, in writing, by County Project Director.
- e. Contractor must provide to County Project Manager class rosters and individual training completion certificates for all personnel who have attended the ethical conduct training.

### **3.2.3 Uniform and Identification Badge Requirements, Contractor Personnel**

- 3.2.3.1 Contractor personnel must wear appropriate clothing/uniform which is clearly labeled with Contractor's name and/or logo on the front and/or backside of each uniformed shirt. Supervisor

clothing/uniform must be easily identifiable and distinguishable from the delivery staff [refer to Attachment E.2 (Grooming and Dress Standards) to this SOW].

- 3.2.3.2 Contractor personnel providing Services in any Custody Facility are required to possess and display company photo identification badges which must include: name of Contractor, employee name, and employee number. Badges and/or identification cards must be clearly visible at all times and unobstructed by other garments. Identification must be presented upon request by Department personnel.
- 3.2.3.3 Prior to entrance into a Custody Facility, Contractor personnel must comply with current Custody Facility entry requirements, which may include the exchange of a government-issued identification card for a Custody Facility pass. Passes must be displayed at all times. Contractor personnel are responsible for returning their Custody Facility pass prior to leaving the Custody Facility.
- 3.2.3.4 Any lost or stolen passes must be immediately reported by Contractor personnel to the on-duty Unit Commander and Contractor supervisor. Contractor Project Manager must provide written notification to County Project Manager of any lost or stolen passes.

#### **3.2.4 Security Requirements, Contractor Personnel**

- 3.2.4.1 The County maintains the final authority on all security issues.
- 3.2.4.2 Contractor must exercise security measures consistent with the nature of each Custody Facility.
- 3.2.4.3 Contractor must report to County Project Manager any incident involving Contractor personnel which could negatively impact their ability to interact with Department personnel, affect their security clearance status, or jeopardize the safety and/or security of the Department and its members, within 24 hours of such incident. If circumstances objectively necessitate immediate action, Contractor must immediately inform the on-duty Unit Commander and County Project Director concurrently.
- 3.2.4.4 Contractor is responsible for removing any Contractor personnel performing Services under the Contract, when requested to do so by County Project Manager.

- 3.2.4.5 If Contractor personnel are refused entry or removed from a Custody Facility, Contractor must make immediate telephonic notification to County Project Director, describing the circumstances, as known, leading to the denial or exclusion.
- 3.2.4.6 Contractor personnel, vehicles, and equipment will be subject to search and inspection by Department personnel without notice and at any time while on County property.
- 3.2.4.7 During lockdown situations, County Project Manager or the on-duty Unit Commander may elect to modify or postpone Services. Prior notifications of lockdown(s) will be given to Contractor whenever feasible. During lockdown situations, Contractor will not be held responsible for failing to meet scheduled Services.
- 3.2.4.8 At any time, Contractor's staff may be denied access to a Custody Facility, may be asked to vacate a Custody Facility, or may be required to wait within the Custody Facility based on security considerations and/or emergent circumstances, as determined by the Department in its sole discretion.
- 3.2.4.9 Contractor must promptly notify County Project Director during instances such as those cited above, wherein Contractor is precluded from entering or remaining in the Custody Facility to perform contractual duties.

### **3.2.5 Conduct, Contractor Personnel**

Contractor's personnel must adhere to the following:

- 3.2.5.1 Contractor personnel must not engage in any communication or interaction with any Inmate except as required to provide Services under the Contract. Specifically, Contractor personnel must not give and/or 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.
- 3.2.5.2 Contractor personnel must not display favoritism to or preferential treatment of one Inmate or group of Inmates over any other.
- 3.2.5.3 Contractor personnel must not have outside contact (other than incidental contact) with an Inmate, or their family or close associates, except as required to provide Services under the Contract.



- 3.2.5.4 Contractor personnel must not enter into any business relationship with Inmates or their families or associates (e.g., selling, buying or trading personal property), or personally employ them in any capacity.
- 3.2.5.5 Contractor must not interfere with Custody Facility operations while providing Services under the Contract.
- 3.2.5.6 Contractor must not post signs for advertising in Department's Custody Facilities unless prior written approval is obtained from County Project Director.
- 3.2.5.7 Contractor personnel are required to make an immediate notification to the specific Custody Facility Unit Commander upon the discovery of family members, friends, or acquaintances in custody.
- 3.2.5.8 Personal items must be in compliance with #3-01/090.00 of the Department's Custody Division Manual [refer to Attachment E.4 (Security of Personal Property) to this SOW].

Notwithstanding Department policies, procedures, and Unit Orders, the on-duty Unit Commander has the final authority to determine what personal property is allowed within each Custody Facility.

- 3.2.5.9 Contractor must make immediate notification to the on-duty Unit Commander and County Project Manager of any violation of the restrictions mentioned in this Paragraph 3.2.5.
- 3.2.5.10 Any failure of Contractor to report a violation or take appropriate disciplinary action against the offending party(ies) will subject Contractor to appropriate action, up to and including termination of the Contract.
- 3.2.5.11 The County reserves the right to deny or suspend Contractor personnel access to any Custody Facility if found to have violated the provisions of this Paragraph 3.2.5.
- 3.2.5.12 On-site disputes: The on-duty Unit Commander will have the final decision regarding any on-site disputes arising between custody staff and Contractor personnel. The on-duty Unit Commander will notify County Project Manager and Contractor of the issue and resolution of the dispute within one Business Day. Any issues that may be the subject of on-going disputes

will be resolved through the dispute resolution process as stated in Paragraph 8.31 (Notice of Disputes) of the Contract.

### **3.2.6 On-Site Work, Safety and Security Requirements**

- 3.2.6.1 All Work must be conducted in a safe manner and must comply with requirements of state and local rules and regulations and CAL-OSHA safety standards.
- 3.2.6.2 Contractor must record all incidents of occupational injury or accidents affecting Contractor personnel and occurring on County property using Attachment E.8 (Non-Employee Injury Report) to this SOW and report all incidents within 24 hours of occurrence or discovery to County Project Director. Contractor must maintain an on-going report of all personnel injured while on County premises titled "Contractor's Employee Injury Record" and be provided to County Project Manager annually and upon request [refer to Paragraphs 5.1 (Commissary Reports) and 5.2 (Vending Reports) below].
- 3.2.6.3 Contractor personnel are responsible for submitting an itemized tool roster of all Essential Tools to the Custody Facility's entry control station upon entry to the Custody Facility. Contractor's personnel must secure all Essential Tools and personal items. All Essential Tools must be labeled, numbered, and be kept in a lockable container, subject to approval of and possible inspection by Department personnel, when brought into a Custody Facility. Under no circumstances must any Essential Tools be left unattended once brought inside a Custody Facility. Unattended tools will be confiscated by Department personnel.
- 3.2.6.4 Any missing tools, keys, equipment, and any other items must be reported immediately to the on-duty Unit Commander and followed by a written notification to County Project Manager.
- 3.2.6.5 If at any time Contractor fails or refuses to comply with County safety requirements, the Department may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order may be subject to claim for excess cost, damages, or extension of time under the Contract.

## **4.0 MENU PRODUCT PRICING FOR COMMISSARY AND VENDING**

### **4.1 Product Master List**

A master list containing all products to be sold to Inmates via commissary and vending Services will be finalized by Contractor and the County prior to commencement of Work [refer to Paragraph 3.2.1 (Service Implementation Plan) above], and will be affixed to the Contract as Attachment F (Commissary and Vending Product Master List) to this SOW, as indicated under Paragraph 4.2.3 of this SOW.

4.1.1 Pricing for all master list products will be determined as follows:

- The finalized Attachment F (Commissary and Vending Product Master List) to this SOW will indicate which products require receipts from local retailers and which are specialty products requiring a letter from the manufacturer/supplier. The determination will be made at the sole discretion of the County.
- For products available for purchase at local retailers, prices must be equal to or lower than the average retail pricing from three local retailers. For the purpose of this Statement of Work, "local retailers" is defined as full-service grocery stores, retail stores, department stores, and wholesaler stores (e.g., Vons, Ralphs, Target, Walmart, Costco, etc.), subject to County Project Manager's approval, located within the County of Los Angeles. Receipts from gas stations, mini-marts, and convenience stores will not be accepted.
- For specialty products not available for purchase at local retailers, as determined by the County, the County and Contractor will work together to establish the initial pricing.
- Additionally, pricing for all products listed in the original master list pricing will include Contractor's discounted price percentage [refer to Exhibit C (Price Schedule) to the Contract].

4.1.2 Prices for all original master list products will remain firm and fixed for the first year following the Contract Effective Date. Thereafter, the parties agree to review the pricing for all original master list pricing annually, as further specified in Paragraph 4.2 (Mandatory Annual Product Cost Comparison) below.

4.1.3 Pricing for any new products introduced within the first year of the Contract, will remain firm and fixed until the end of the first year following the Contract Effective Date. Thereafter, the parties agree to review the pricing for all original master list pricing annually, as further specified in Paragraph 4.2 (Mandatory Annual Product Cost Comparison) below.

4.1.4 Postage stamped envelopes and postage stamps are not subject to state and local sales tax. Contractor must sell these products at face value. As postage costs adjust per federal guidelines, Contractor must adjust the cost of postage as needed.

4.1.5 Contractor must immediately notify County Project Manager if a product is out of stock for more than five Business Days. For each out-of-stock product, Contractor must provide County Project Director with the following information:

- Product number,
- Product description,
- Reason product is out of stock, and
- Anticipated product availability date.

#### **4.1.6 New Products**

4.1.6.1 Any request to add new products, by the County or Contractor, must be agreed-to by the parties. For any changes to Attachment F (Commissary and Vending Product Master List), a Change Notice must be executed pursuant to Paragraph 8.1 (Amendments and Change Notices) of the Contract.

4.1.6.2 New products must be categorized based on the product type from the existing menu categories which best represents the product (e.g., large chips, 4 oz. cookies, 20 oz. soda). County Project Director will serve as the final authority in this determination.

4.1.6.3 For each new product available for purchase at local retailers, Contractor must provide to County Project Director a cost comparison from three local retailers (refer to Paragraph 4.1.1 above), using the retail price comparison process indicated in Paragraph 4.2.2 below.

4.1.6.4 For each new specialty product, the County will work with Contractor to establish the initial pricing.

4.1.6.5 Once the pricing for all new products has been verified and agreed to, Contractor must additionally apply its discounted price percentage pursuant to Paragraph 5.1.3 (County's Percentage Discount on Cost of Goods) and Exhibit C (Price Schedule) to the Contract.

## 4.2 Mandatory Annual Product Cost Comparison

- 4.2.1 At the end of each Contract year, and annually thereafter, Contractor must provide the County with a detailed cost comparison for all products listed in Attachment F (Commissary and Vending Product Master List), using the cost comparison requirements outlined below.
- 4.2.2 Based on the findings from the cost comparison, Contractor will be permitted to request a price adjustment for any or all products for the following two reasons:
- a. There is a verifiable price increase for the subject product(s), based on receipts from full-service grocery stores, retail stores, department stores, and wholesaler stores (e.g., Vons, Ralphs, Target, Walmart, Costco, etc.), subject to County Project Manager's approval, located within the County of Los Angeles. Receipts from gas stations, mini-marts, and convenience stores will not be accepted, or
  - b. For specialty items:  
There is a verifiable price increase for the subject product(s), as passed on from their manufacturer/supplier.

All approved menu prices will be inclusive of Contractor's fully burdened price and any negotiated revenue share with the County.

- 4.2.3 Contractor's cost comparison for menu products requiring receipts as shown in Attachment F (Commissary and Vending Product Master List), must come from three local retailers (refer to Paragraph 4.1.1 above). Receipts from hotel gift shops, movie theaters, or any known high-markup stores will not be accepted. Receipts must include store name, location, date of survey, products, and price comparison, using the following guidelines:
- a. For all food products (including beverages), Contractor must average and calculate the "per ounce" cost of the product when submitting receipts.  
  
Example:  $\text{cost "per ounce" from receipt 1} + \text{from receipt 2} + \text{from receipt 3} / 3 \text{ (number of receipts)} = \text{averaged base price per ounce} = \text{Inmate cost of product.}$
  - b. For all non-food products, Contractor must average and calculate the base price "per unit" when submitting receipts.  
  
Example:  $\text{cost "per unit" from receipt 1} + \text{from receipt 2} + \text{from receipt 3} / 3 \text{ (number of receipts)} = \text{averaged base price} = \text{Inmate cost of}$

product.

- 4.2.4 It is understood by Contractor that the findings from the cost comparison may result in a cost decrease for any or all products. Contractor must disclose any cost reductions to the County that may result in lower menu prices on any products listed in Attachment F (Commissary and Vending Product Master List), thereby lowering the price of the product.

## **5.0 REPORTING REQUIREMENTS FOR COMMISSARY AND VENDING**

The frequency of reports listed in this Paragraph 5.0 is subject to change based upon the needs of the Department. County Project Director will notify Contractor in writing when such change is required. Contractor must submit reports in a form and format as directed by County Project Director. The Department may, from time-to-time request additional reports, which may include, but are not limited to, comparison reports.

### **5.1 Commissary/Inmate Account Deposit Reports**

- 5.1.1 Annual Reports – Contractor must provide the following annual reports to County Project Director by the 10<sup>th</sup> Business Day following the end of the County fiscal year (July 1 through June 30<sup>th</sup>), or as mutually agreed upon by the County and Contractor:

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

- 5.1.1.2 Yearly Commissary Sales Report:  
A yearly report, sorted by Custody Facility and month, which must include:

- a. Gross Sales,
- b. Pre-paid vending machine card sales,
- c. Postage stamps,
- d. Taxable sales,
- e. Non-taxable sales,
- f. Sales tax,
- g. Number of Indigent Kits issued,
- h. Net commission,
- i. Number of orders, and
- j. Average sales per Inmate.

- 5.1.1.3 Contractor must provide an annual financial statement report which includes a yearly Profit and Loss Statement and Balance

Sheet for all County transactions.

5.1.2 Monthly Reports – Contractor must provide the following monthly reports to County Project Director (by the 10<sup>th</sup> Day of the month following the reporting period):

5.1.2.1 A monthly accounting report sorted by Inmate name, and all products delivered in the order. As a minimum, each listing sorted by Inmate name must include, but not be limited to:

- a. Booking number,
- b. Product ID,
- c. Product Description,
- d. The quantity of:
  - i. Indigent Kits,
  - ii. Gift Assortments,
  - iii. Hygiene Maintenance Kits, and
  - iv. Pro-Per sales.
- e. Unit Price,
- f. Total Sales Tax, and
- g. Total Price.

5.1.2.2 Commissary Sales Summary Report:

A monthly report sorted by week and Custody Facility, which must include, but not be limited to, the following:

- a. Date,
- b. Period covered,
- c. Custody Facility,
- d. Total sales (e.g., stamps, Indigent Kits, Hygiene Maintenance Kits, etc.),
- e. Non-taxable sales,
- f. Taxable sales,
- g. Sales tax,
- h. Gross Commission,
- i. Number of orders, and
- j. Average sale per Inmate.

This report must be submitted with the monthly invoice.

5.1.2.3 Pro-Per Sales Delivery Summary:

A monthly report of weekly sales sorted by booking number which must include, but not be limited to, the following:

- a. Booking number,
- b. Name,

- c. Information must include each purchase,
- d. Beginning “B” account balance,
- e. Total order amount, and
- f. The new “B” account balance.

5.1.2.4 Web Order Sales Delivery Summary:

A monthly report of weekly sales sorted by Inmate name, which must include, but not be limited to, the following:

- a. Inmate name,
- b. Booking number,
- c. Information must include each product purchased, and
- d. Total order amount.

5.1.2.5 Inmate Account Deposit Summary:

- a. Inmate name,
- b. Booking number, and
- c. Total amount deposited per transaction.

5.1.2.6 Complaint Summary Report:

A monthly report including synopsis of the complaints [refer to Paragraph 8.0 (Quality Control/Assurance Plan) of this SOW] which must include, but not be limited to, the following:

- a. Date of complaint,
- b. Type of complaint,
- c. Custody Facility location, and
- d. Resolution.

5.1.2.7 Delivery Fill Rate Report:

A monthly delivery report, sorted by Custody Facility, indicating the delivery fill rate.

5.1.2.8 Sales Analysis Report:

A monthly report, sorted by product and Custody Facility, which shows quantity sold and list price.

5.1.3 Ad Hoc Reports – Contractor must have the ability to provide ISB with ad-hoc query and reporting capability, which must include, but not be limited to:

5.1.3.1 Commissary Inmate Order Summary Report:

Sorted by week, which must include, but not be limited to, the following:



- a. Summary of purchases by Inmates,
- b. Inmate name,
- c. Booking number,
- d. Inmate's housing location,
- e. Inmate's beginning balance,
- f. Total order,
- g. Taxable and non-taxable amount, and
- h. Inmate's new balance.

- 5.1.3.2 Commissary Trend Report:  
Sales trends for top 20 selling commissary products (i.e., top ten selling snacks and top five selling beverages).
- 5.1.3.3 Contractor must provide, upon County Project Director's request, individual and group (i.e., by Inmate classification or Custody Facility) consumption reports.

## 5.2 Vending Reports

- 5.2.1 Contractor must prepare and submit to County Project Director management reports on a quarterly, monthly, or weekly basis. These reports must include, but are not limited to, the following:

5.2.2.1 Due Annually (by the 10<sup>th</sup> Business Day following the end of the County fiscal year (July 1 through June 30<sup>th</sup>), or as mutually agreed upon by the County and Contractor):

- Profit and Loss Report.

5.2.1.2 Due Monthly (by the 10<sup>th</sup> Day of the month following reporting period):

- a. Monthly Sales Summary: Report must include, at a minimum, the total weekly Vending Machine sales sorted by Vending Machine and Custody Facility (location of Vending Machine),
- b. County's Monthly Invoice and Monthly Report,
- c. Top ten selling snack products and top five selling beverages, and
- d. Vending Machine Maintenance Report including, at a minimum, the following:
  - i. Contractor employee name,
  - ii. Date,
  - iii. Time,
  - iv. Custody Facility (location of Vending Machine),
  - v. Vending Machine number, and

vi. Areas of Vending Machine that were cleaned, repaired, and/or replaced.

e. Monthly Complaint Report: Department Complaint Report broken down by date.

5.2.1.3 Due Weekly (Wednesday of the week following the reporting period):

Vending Machine Re-Stocking Report:

A weekly report, which must include, at a minimum: Contractor employee name, date, time, Custody Facility (location of Vending Machine), and Vending Machine number that was re-stocked.

5.2.1.4 With the exception of Attachment F.5 (Vending Menu) to this SOW, all reports must be sorted by, but not limited to, Custody Facility Vending Machine, as applicable, by summary totals.

## **6.0 TRANSITION AT TERMINATION OF CONTRACT**

Upon expiration or termination of the Contract, Contractor must work with the successor contractor to ensure the continuation of uninterrupted Service, as further specified in Paragraph 8.47 (Termination Transition Services) of the Contract.

## **7.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

7.1 The list of Services used in Attachment B (Performance Requirements Summary Chart) to this SOW, is intended to be consistent with the Contract and this SOW, and is not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that which is defined in the Contract and this SOW. In any case of apparent inconsistency between the Services as stated in the Contract, this SOW, or the PRS, the meaning apparent in the Contract and this SOW will prevail. If any Service listed in the PRS is not clearly and forthrightly set forth in the Contract and this SOW, that apparent Service will be null and void, and will place no requirement on Contractor.

7.2 When Contractor's performance does not conform to the requirements of the Contract, the County will have the option to apply the following non-performance remedies:

7.2.1 Provide Contractor with Attachment A (Contract Discrepancy Report) to this SOW.

7.2.2 Require Contractor to implement a formal corrective action plan, subject

to approval by the County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

Contractor's failure to implement a corrective action plan within 30 Days from the date of the County's written request, may result in the County assessing liquidated damages as further described in Attachment B (Performance Requirements Summary (PRS) Chart) to this SOW.

- 7.2.3 Reduce payment to Contractor by a computed amount based on the service credits listed in Attachment B (Performance Requirements Summary (PRS) Chart) to this SOW.
- 7.2.4 Reduce, suspend, or cancel the Contract for systematic, deliberate misrepresentations, or unacceptable levels of performance.
- 7.2.5 Require Contractor to comply with or satisfy the request(s) for improvement of performance, or perform the neglected Work, within ten Business Days. Contractor's failure to remedy the deficiency(s) will constitute authorization for the County to have the Service(s) provided by others. The entire cost of such Work provided by others as a consequence of Contractor's failure to perform, as determined by County, will be credited to County on Contractor's future invoice(s).

This Paragraph 7.0 does not preclude the County's right to terminate the Contract upon 30 Days' written notice, with or without cause, as provided in Paragraph 8.42 (Termination for Convenience) of the Contract.

## **8.0 QUALITY CONTROL / ASSURANCE PLAN**

### **8.1 Annual Surveys**

- 8.1.1 Contractor must issue an annual survey to Inmates to determine their satisfaction with current Services and solicit suggestions for new products. The survey results will include solutions to problems that may occur and/or recommendations to improve efficiency.
- 8.1.2 Contractor must obtain prior written approval from County Project Director regarding the content of the survey before distributing the annual survey.
- 8.1.3 Contractor must provide all survey results to County Project Director within 15 Business Days following the conclusion of the survey.

### **8.2 Commissary and Vending Quality Control Program**

- 8.2.1 Contractor must provide a quality control program, approved by County

Project Director, for addressing and resolving Inmate and Department complaints and concerns relating to Services. Contractor's quality control program must include, but not be limited to, the following:

- a. A method of monitoring to ensure that Contract requirements are being met,
- b. An e-mail address for Custody Facilities to forward any Inmate or County staff complaints and concerns,
- c. A toll-free number (only for County-use) for receipt of telephonic complaints and concerns from Inmates and County staff, and
- d. A record of all inspections conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, will be provided to County upon request.

8.2.2 Contractor must identify Contractor staff responsible for addressing and resolving all complaints and concerns related to the Contract.

8.2.3 Contractor must not directly respond to Inmate complaints. Contractor must submit all Inmate complaints to County, thereby allowing County to address such complaints.

8.2.4 Contractor must provide to County Project Director a response of all Inmate and Department complaints and concerns relating to Services within 48 hours of receipt of such complaints and concerns, excluding weekends and County-recognized holidays. However, in no instance will the resolution of complaints and concerns relating to Services be delayed more than five Business Days from the date of receipt. County Project Director may request the immediate investigation and resolution of any complaint and concern.

8.2.5 Contractor must provide a monthly report listing all complaints and concerns received by Contractor. This report is due on the first Wednesday of the second month following the Contract's Effective Date for complaints and concerns reported the first month of the Contract; and monthly thereafter. The monthly report must be in a form and format approved by County Project Director. At a minimum, the monthly report must include, but not be limited to, the following:

- a. Date the complaint or concern was received,
- b. How the complaint or concern was received (e-mail, phone call),
- c. Name(s) of person issuing complaint,
- d. Inmate booking number (if applicable),
- e. Vending Machine number(s) and location(s) (if applicable),
- f. Status as resolved or unresolved,
- g. Anticipated resolution date (as applicable),

- h. A copy of any received complaint or concern and its resolution (as applicable), as requested by County Project Director, and
- i. Any additional information requested by County Project Director.

8.2.6 Contractor must maintain dated/time-stamped records of all complaints and concerns received in compliance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of the Contract. Contractor must keep records of all complaints and concerns for a minimum of one year, unless otherwise specified by County Project Director.

### **8.3 Quality Assurance Plan**

#### **8.3.1 Yearly Meeting**

Contractor is required to attend a scheduled yearly meeting. Failure to attend will cause an assessment of \$500.00.

#### **8.3.2 Monthly Title XV Meeting**

Contractor is required to attend a scheduled monthly Title XV meeting. Contractor must present a monthly overview of commissary and vending sales, trends and issues, which includes, but is not limited to, sales spikes, billing, inmate complaints, machine maintenance, theft, security concerns involving vending machines, and any other problems being identified by the County or Contractor. Failure to attend will cause an assessment of \$50.00 per occurrence.

#### **8.3.3 Contract Discrepancy Report (Attachment A to this SOW)**

Verbal notification of a Contract discrepancy will be made by County Project Manager or designee as soon as possible, whenever a Contract discrepancy is identified. The problem must be resolved within a time period mutually agreed upon by the County and Contractor.

The County Project Manager will determine whether a formal Contract Discrepancy Report will be issued. Upon receipt of this document, Contractor is required to respond in writing to County Project Manager within seven Business Days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report must be submitted to County Project Manager within 30 Business Days.

### **8.4 County Observations**

In addition to Department contracting staff, other County personnel may observe performance and activities, and review documents relevant to the Contract at any time during normal business hours. However, these personnel will not

unreasonably interfere with Contractor's performance.

## **9.0 COMMISSARY SERVICES**

Contractor's Commissary Services must provide Inmate with an opportunity to purchase a variety of commissary-style goods and must meet the County's specifications detailed in this Paragraph 9.0.

### **9.1 Commissary Menu**

The County will determine, in its sole discretion, what products will be made available to the Inmate population. The master list containing all products to be sold via commissary services will be finalized by Contractor and the County prior to the commencement of Work [refer to Paragraph 3.2.1 (Service Implementation Plan) above], and will be affixed to the Contract as Attachment F (Commissary and Vending Product Master List) to this SOW.

9.1.1 Any request for changes to the Master List by the County or Contractor must be agreed-to by the parties. For any such changes, a Change Notice must be executed pursuant to Paragraph 8.1 (Amendments and Change Notices) of the Contract.

9.1.2 Contractor must keep the County apprised of new or alternative products that are available for possible inclusion in the master list. All product additions or deletions must be approved in writing by County Project Director as provided in Paragraph 4.1.6 (New Products) above.

9.1.3 Contractor must make the following categories of commissary products available for purchase, including, but not limited to:

- Hygiene products,
- Stationery,
- Food,
- Over-the-counter medication,
- Postage stamps, and
- Inmate Kits and Assortments (refer to Paragraph 9.14 (Kits and Assortments) of this SOW).

The categories listed above may change at the sole direction of the County, in consultation with Contractor.

9.1.4 Contractor must ensure that no product listed in Attachment F (Commissary and Vending Product Master List) to this SOW contains any of the following products or ingredients:

- Alcohol (ethanol, isopropyl, etc.),
- Flammable or combustible fluids,
- Fresh fruit,
- Bulk sugars greater than 1 oz. assortments,
- Dried fruit (not contained in or baked into another product),
- Tobacco products, and
- Marijuana, THC, or CBD products.

## **9.2 Specialty Offerings**

### **9.2.1 Vending Debit Cards (Temporary Menu Item)**

While Contractor completes the successful installation of all its Vending Machines, Contractor must temporarily include Vending Debit Cards as a product offered for sale [refer to Paragraph 3.2.1.1(c) above]. Vending Debit Cards will be listed separately on the approved commissary order form and will be temporarily used to make Vending Machine purchases as further specified in Paragraph 10.0 (Vending Services) of this SOW.

- 9.2.1.1 Contractor will be required to maintain its current agreement with the County's vending machine provider. Contractor must work with the County's vending machine provider to obtain the pre-paid vending machine cards. Contractor may include a handling fee for the pre-paid vending machine cards not to exceed \$0.75 per card. This agreement between Contractor and the vending machine provider will be independent of any agreement with the County, and it must be executed prior to Contractor beginning Services under the Contract.
- 9.2.1.2 Contractor must sell Vending Debit Cards in denominations of \$10 and \$20.
- 9.2.1.3 Contractor may only sell a maximum of four Vending Debit Cards per week per Inmate with a combined dollar amount not to exceed \$60.
- 9.2.1.4 Contractor must ensure Inmate's booking number and name are printed on all Vending Debit Cards.
- 9.2.1.5 The County will give written notice to Contractor of any change to the Vending Debit Card dollar limit. Any such change must be executed via a Change Notice pursuant to Paragraph 8.1 (Amendments and Change Notices) of the Contract.
- 9.2.1.6 Vending Debit Card purchases are counted against the Inmate's \$300/week spending limit.

9.2.1.7 Vending Debit Cards are not subject to state and local sales tax.

9.2.1.8 Following Contractor's successful installation of all its Vending Machines, as determined by the County, Contractor must work with the County to delete Vending Debit Cards from Attachment F (Commissary and Vending Product Master List) to this SOW. For such modification, a Change Notice must be executed pursuant to Paragraph 8.1 (Amendments and Change Notices) of the Contract.

## **9.2.2 Electronics (Optional)**

9.2.2.1 At any time throughout the Term of the Contract, the County may decide to add electronics (e.g., AM-FM radios, televisions, etc.) as products for sale.

9.2.2.2 The specifications for these products will be determined by the County, and must be approved and tested before being added to Attachment F (Commissary and Vending Product Master List) to this SOW.

9.2.2.3 Prior to the addition of any electronic products, a Change Notice must be executed pursuant to Paragraph 8.1 (Amendments and Change Notices) of the Contract.

9.3 Contractor is responsible for printing and distributing menus [refer to Attachment F.1 (Commissary Housing Menus)] derived from Attachment F (Commissary and Vending Product Master List) to this SOW, to all Custody Facilities. In addition, Contractor is responsible for providing electronic copies of all menus to County Project Director.

Additionally, Contractor is responsible for providing sufficient promotional material to be posted by the County.

9.4 Contractor must ensure that any orders submitted by restricted Inmates are not fulfilled based on their housing location. County Project Manager will provide Contractor with a list of housing modules for every Custody Facility, which will include Inmate classifications or restrictions.

9.5 Notwithstanding, the County has the sole and exclusive authority to require Contractor to remove any products which the County determines to be inappropriate, or a safety and health risk. Such removal must be executed immediately following notification from the County.



## **9.6 Inventory Controls, Contractor**

- 9.6.1 Contractor is responsible for ordering, receiving, storing, and accounting for all commissary products necessary for commissary operations.
- 9.6.2 Contractor must maintain all inventory offsite and is responsible for all inventory maintenance and controls, including rotation and/or purging of all perishable stock.
- 9.6.3 Contractor must sell and deliver only those food products which are individually dated and packaged for individual consumption.
- 9.6.4 All Contractor's products must have an expiration or "sell by" date of at least seven Days after the delivery date.
- 9.6.5 The County will not be responsible for any losses and/or damages suffered by Contractor related to failure to maintain appropriate inventory controls.
- 9.6.6 In addition, the County will not be responsible for any losses suffered by Contractor and/or Contractor's personnel related, but not limited to, the following:
  - Property destruction by Inmates,
  - Fire,
  - Theft,
  - Floods,
  - Insects, or
  - Rodents.

## **9.7 Contractor's Delivery Plan**

- 9.7.1 Contractor's secured delivery plan and schedule must be approved in writing by County Project Director prior to commencement of Work and will be memorialized within the Contract [refer to Attachments G.1 (Contractor's Delivery Plan) and G.2 (Maintenance and Delivery Schedule) to this SOW] as a standard operating procedure for Contractor staff. Contractor's delivery plan must include, but not be limited to, retrieving, processing, and delivering orders to Custody Facilities located 15-78 miles apart having the estimated Inmate populations stated in Paragraph 2.2 (Estimated Daily Inmate Population) of this SOW. Contractor's written delivery plan must include, but not be limited to, the following:
  - a. Providing the County with tamper-proof, wheeled storage containers with a locking mechanism, to be used as delivery carts and operated

as follows:

- The storage containers must remain locked until Contractor's personnel open the cart and remove the merchandise to be delivered. Once complete, it must be locked and re-secured.
  - The storage containers must arrive and leave each Custody Facility in Contractor's delivery vehicle. All storage containers must be inspected by Contractor personnel prior to leaving the facility. Any non-merchandise products that are left on or in the storage containers must be removed and discarded. Any Contraband or suspicious products recovered during this inspection must be reported to the Custody Facility's Unit Commander immediately.
- b. Utilizing the County-designated temporary staging area at each Custody Facility to temporarily unload storage containers prior to Inmate delivery. Contractor must assume all responsibility for inventory stored in the staging areas provided by the County.

#### **9.7.2 Delivery Requirements, General**

- 9.7.2.1 Contractor's warehouse must be equipped with 24/7 surveillance cameras throughout every point of the commissary delivery process (e.g., production line, loading and delivery, etc.) to ensure that Contraband is not placed in an Inmate's order. Surveillance camera tapes and/or digital records must be maintained for 60 Days and be available to County Project Manager, upon request, at no-cost to the County.
- 9.7.2.2 Contractor must ensure all commissary products are locked and secured in their respective storage containers prior to leaving Contractor's facility for delivery to the designated Custody Facilities.
- 9.7.2.3 Delivery methodology must be based on the security measures at each Custody Facility and is subject to approval by the Custody Facility Unit Commander. Deliveries must be coordinated with Custody Facility staff.
- 9.7.2.4 Contractor must provide overall management and on-site supervision of the commissary delivery process. Contractor's supervisor must be present and available to Custody staff at all times during the commissary distribution to Inmates.
- 9.7.2.5 Commissary orders must be grouped, boxed, and carted according to Inmate housing units. Carts and boxes must be

clearly marked to reflect the name of the housing unit. Orders for Inmates from different housing units must not be combined into the same cart or box. Contractor must secure the collection and removal of carts and/or boxes following commissary delivery.

- 9.7.2.6 Contractor must require proper identification from each Inmate prior to distributing commissary orders. The Inmate's wristband must be properly attached to the wrist and must clearly display the Inmate's booking number.
- 9.7.2.7 Contractor must deliver individual Inmate commissary products and specialty kits in clear, perforated, plastic bags with tamper proof seals. The bags must be constructed of at least .002 inch poly film with dimensions not to exceed 20" x 17" x 28". Bag perforations shall ensure that no liquid may be stored in the bag. All bags must include a tamperproof seal of a design that is subject to approval by County Project Manager.
- 9.7.2.8 Contractor must include a copy of the order receipt sealed within the bag. The order receipt must be positioned in the bag so that the Inmate's name and booking number are clearly visible from the outside of the bag. Contractor must include the following information on the order receipt:
  - Inmate Name,
  - Inmate Booking Number,
  - Inmate Housing Location,
  - Invoice Number,
  - Products and Quantities Ordered,
  - Total Purchase Amount,
  - Beginning Trust Account Balance, and
  - Ending Trust Account Balance.
- 9.7.2.9 Contractor must obtain Inmate's signature and booking number on order receipt to acknowledge that the Inmate has received the correct commissary order.
- 9.7.2.10 Contractor must maintain copies of the order receipts in compliance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of the Contract.
- 9.7.2.11 Contractor must **temporarily** work with the County's vending machine provider to obtain the pre-paid vending machine cards [refer to Paragraph 9.2.1 (Vending Debit Cards (Temporary Menu Item)) above].-Prior to delivery of Vending Debit Cards to

Inmates, Contractor must ensure the Inmate's booking number, name, and date of purchase are printed on all pre-paid cards, while safeguarding the cards pin number from being compromised.

9.7.2.12 All commissary orders (i.e., scantron, Inmate tablet application, and web orders) must be delivered Monday through Friday between 5:30 P.M. to 10:30 P.M. in accordance with Attachment G.2 (Maintenance and Delivery Schedule) to this SOW, or as mutually agreed upon by the County and Contractor. The County may request to schedule a second delivery within the same week to any facility. This could be due to a high volume of orders, or if Contractor is unable to complete deliveries between 5:30 P.M. – 10:30 P.M.

9.7.2.13 Modifications to Attachment G.2 (Maintenance and Delivery Schedule) to this SOW, must not be made without prior written authorization by County Project Director. To effect such modification, a Change Notice must be executed pursuant to Paragraph 8.1 (Amendments and Change Notices) of the Contract.

Notwithstanding, the County and Contractor may make temporary adjustments to Attachment G.2 (Maintenance and Delivery Schedule) to this SOW, to accommodate County-observed holidays pursuant to Paragraph 3.1.3 (County Holidays) of this SOW.

9.7.2.14 All deliveries to Inmates must be free of Contraband as defined in Attachment E.5 (Contraband Defined) to this SOW.

9.7.2.15 In the event that Contractor distributes commissary products to the wrong Inmate, Contractor must take immediate corrective action to either credit the Inmate's account or redeliver the order. Any expense related to such erroneous delivery will be the sole responsibility of Contractor and will not reduce the revenue to the County.

### **9.7.3 Undeliverable Orders**

9.7.3.1 In the event that an Inmate is not present during delivery, Contractor must attempt a second delivery on the same date before completion of a commissary delivery. If the delivery cannot be made to the Inmate, a full refund must be issued by Contractor within 48 hours of the attempted delivery.

- 9.7.3.2 When an Inmate has been relocated to another Custody Facility at the time of a commissary delivery, Contractor must issue a full refund to the Inmate within 48 hours of the attempted delivery.
- 9.7.3.3 Orders not delivered must be retained by Contractor. Unclaimed orders must not be left in any custody housing unit with the exception of those unclaimed orders for Inmates who are temporarily unavailable due to court appearance or medical treatment. Contractor must use its discretion to allow Department personnel to sign for the order on the Inmate's behalf.
- 9.7.3.4 Notwithstanding, if a commissary delivery cannot be made due to an Inmate's refusal to accept the order, the Inmate will not receive a refund. Contractor must document the Inmate's refusal by obtaining a signature from the Inmate or Department staff.
- 9.7.3.5 Contractor must provide the County with an undeliverable report within five Business Days of the undeliverable order delivery date.
- 9.7.3.6 Contractor is responsible for restocking returned goods deemed undeliverable.

#### **9.7.4 Delivery Sign-off, Special Circumstances**

- 9.7.4.1 The County reserves the right, under special circumstances, to implement a delivery sign-off procedure as determined by County Project Director. Special circumstances may include but not be limited to, the following:
- Force Majeure events,
  - Labor disputes,
  - Facility maintenance/repair difficulties, or
  - Any long-term lock down.
- 9.7.4.2 In the event of the above listed special circumstances, Contractor must obtain the name, employee number, and signature of Department personnel taking possession of any commissary orders for later delivery.

## **9.8 Commissary Order Methods**

### **9.8.1 Scantron**

- 9.8.1.1 Contractor must supply machine-enabled commissary order forms (e.g., scantrons) at no cost to the County. Order forms will contain only those products listed in Attachment F.1 (Commissary Housing Menus) to this SOW.
- 9.8.1.2 Contractor must ensure a sufficient supply of commissary order forms are available at all Custody Facilities, at all times.
- 9.8.1.3 Department staff will collect commissary order forms from Inmates at all County Facilities. Contractor must pick up commissary order forms a day prior to the next scheduled commissary delivery date in accordance with Attachment G.2 (Maintenance and Delivery Schedule) to this SOW.
- 9.8.1.4 Commissary order forms must be verified by Contractor to ensure each form is properly filled out inclusive of Inmate's signature accepting Contractor's sales policy.
- 9.8.1.5 Contractor must not process forms that are incomplete or unsigned.
- 9.8.1.6 Contractor must ensure all orders are processed and delivered by the next scheduled commissary delivery date [refer to Attachment G.1 (Contractor's Delivery Plan) to this SOW].
- 9.8.1.7 All orders submitted via commissary order forms are final and non-refundable, except as detailed in Paragraph 9.7.3 (Undeliverable Orders) above.

### **9.8.2 Inmate Tablet URL/Application (Optional)**

- 9.8.2.1 At any time throughout the Term of the Contract, the County may request that Contractor provide a URL link/application (App) for Inmates to order commissary products and provide a secure connection to the Inmate Trust Account as referenced in Exhibit B (Business and Technical Requirements) of the Contract.
- 9.8.2.2 Contractor must collaborate with the Department's information technology staff and current ICSS contractor to provide a functioning App to be installed on all Inmate tablets. The tablets will be provided and administered by the ICSS contractor.

- 9.8.2.3 Contractor must configure the App to link to the County's existing interface to JIMS [refer to Paragraph 3.2.2.1 (Inmate Trust Account Application / Interface) above].
- 9.8.2.4 Contractor must incur all costs associated with developing, testing and deploying the secure commissary App for Inmate orders via portable tablet devices.
- 9.8.2.5 Contractor must demonstrate the functionality of the App to the County's satisfaction and obtain the County's written approval.
- 9.8.2.6 Contractor must coordinate with the ICSS contractor to install the App on the Inmate tablets.
- 9.8.2.7 Contractors' App must display the information listed in Exhibit B (Business and Technical Requirements) of the Contract.
- 9.8.2.8 Any Inmate tablet order that is determined to be undeliverable for any reason must be refunded within 48 hours.
- 9.8.2.9 Contractor must process all Inmate tablet orders submitted by 8:00 P.M. (PST) on the day prior to the next scheduled commissary delivery date.
- 9.8.2.10 Contractor must ensure all Inmate tablet orders are processed and delivered by the next scheduled commissary delivery date.
- 9.8.2.11 Contractor must provide 24/7 remote technical support to ensure ongoing functionality of the App and perform any software upgrades, virus scanning, and security patches, as applicable, for all Commissary and Inmate Trust Account functions linked to the App.
- 9.8.2.12 Contractor waives any and all claims against the County for compensation related to loss or damage caused by defect, deficiency, impairment of any utility system, fraudulent Inmate ordering activity, or technology issues with the Inmate tablets.

### **9.8.3 Contractor Commissary Website**

- 9.8.3.1 Contractor must provide a public-facing website for families and friends to:
  - place commissary orders for delivery to Inmates [refer to Paragraph 9.8.3.4 (Electronic Payment Requirements for

Web Orders) below, and Exhibit B (Business and Technical Requirements) of the Contract], and

- deposit funds to an Inmate's trust account [refer to Paragraph 9.9 (Inmate Account Deposits) below].

9.8.3.2 Contractor's website must be operational prior to the commencement of Work and must meet the County security standards specified in Exhibit H (Information Security and Privacy Requirements) of the Contract.

9.8.3.3 Contractor must provide a toll-free telephone number and e-mail address on the website to facilitate questions or concerns from customers.

9.8.3.4 Electronic Payment Requirements for Web Orders

a. Web orders will track the following transaction information:

- Specific product(s) purchased (as indicated on Contractor website),
- Purchaser's name,
- Inmate's (i.e., recipient's) name,
- Inmate's booking number,
- Main number (if applicable),
- Card holder's name (if different),
- Transaction number (this number can be a tokenized number that can reference the credit card number),
- Billing address,
- Telephone number,
- Email address, and
- Payment authorization number.

b. Contractor's transaction fee must not exceed \$2.00 for each web order. Contractor's transaction fee will remain fixed for the entire Term of the Contract, which includes the Initial Term and any exercised Option Terms [refer to Paragraph 4.0 (Term of Contract) of the Contract].

Notwithstanding the above, in the event of any of the special circumstances listed in Paragraph 8.20 (Force Majeure) of the Contract, the County and Contractor agree to renegotiate Contractor's transaction fees, if in the best interest of the County.

c. An order confirmation number must be emailed to purchaser



following a successful transaction.

- d. Web orders that are determined to be undeliverable for any reason must be refunded within 48 hours.
- e. All transaction records associated with any and all web orders for, or on behalf of Inmates, are the property of County. Transaction records must be made available to Department personnel for review at any time during the entire Term of the Contract.

## **9.9 Inmate Account Deposits**

### **9.9.1 Inmate Account Deposit Requirements**

- 9.9.1.1 Inmates are allowed to have a maximum balance of \$300 in their Inmate trust account at all times.
- 9.9.1.2 Inmate trust account deposits are limited to \$300 per week.
- 9.9.1.3 The County will give written notice to Contractor of any pending change to Inmate trust account deposit limits. Any such change will require a Change Notice executed pursuant to Paragraph 8.1 (Amendments and Change Notices) of the Contract.

### **9.9.2 Inmate Account Deposits via Interactive Voice Response (IVR) Telephone System**

Contractor must establish and maintain an interactive voice-response (IVR)-telephone system for Inmate account deposits. All telephonic payment transactions via credit or debit card and automated inquiries to the IVR must, in real time, update the County's existing interface to JIMS [refer to Paragraph 3.2.2.1 (Inmate Trust Account Application / Interface) above].

- 9.9.2.1 Contractor must provide customers with a toll-free number, automated telephone call directory services, and interactive voice response capabilities, as needed.
- 9.9.2.2 Contractor must provide trained account management staff in local (Los Angeles and/or surrounding counties) office facilities to manage and respond to all escalated issues.
- 9.9.2.3 Contractor must ensure that all calls are answered by the fourth ring and must be personally answered by a Contractor representative in not more than six minutes from the time live

agent is requested.

- 9.9.2.4 Contractor's customer-service telephone hours must be from 8:00 A.M. to 5:00 P.M. (Pacific Time), including the lunch hour, on all County Business Days.
- 9.9.2.5 Contractor must ensure that the IVR component of the telephone system is active 24/7.
- 9.9.2.6 Contractor must ensure that all customers who utilize the IVR to process an Inmate trust account deposit are provided with an audio advisory that an electronic processing transaction fee will be charged to the customer's transaction.
- 9.9.2.7 Contractor's IVR must comply with the most current Payment Card Industry Data Security Standard (PCI-DSS) encryption standards for Contractor's IVR and upon request by the County.
- 9.9.2.8 Contractor must not store into digital memory, nor record manually, any credit card information used to process Inmate account deposits via Contractor's IVR; including, but not limited to credit card numbers, expiration date, CID numbers, and personal identification numbers (PINS).

### **9.9.3 Inmate Account Deposits via Contractor's Commissary Website**

Contractor's Commissary website must provide customers with the option to deposit funds into an Inmate's trust account.

- 9.9.3.1 Contractor must ensure that the website is accessible 24 hours per day, seven days per week.
- 9.9.3.2 Contractor must provide a toll-free helpdesk phone number on its website, located and centered in prominent view, to facilitate questions and/or concerns from customers. Contractor's helpdesk telephone hours must be from 8:00 A.M. to 5:00 P.M. (Pacific Time), including the lunch hour, on all County Business Days.

### **9.9.4 Electronic Payment Requirements for Inmate Account Deposits**

- 9.9.4.1 Contractor must receive payments from the public, directed to recipients by way of the Services provided through Inmate Account Deposits.
- 9.9.4.2 Contractor's Inmate Account Deposits Services must track the

following transaction information:

- Amount of deposit,
- Purchaser's name,
- Inmate's (i.e., recipient's) name,
- Inmate's booking number,
- Main number (if applicable),
- Card holder's name (if different),
- Transaction number (this number can be a tokenized number that can reference the credit card number),
- Billing address,
- Telephone number,
- Email address, and
- Payment authorization number.

- 9.9.4.3 Contractor's transaction fees for each Inmate account deposit must not exceed the fees set forth in Exhibit F.6 (Inmate Account Deposit Fee Schedule) to this SOW. Contractor's transaction fee must remain fixed for the entire Term of the Contract, which includes the Initial Term and any exercised Option Terms [refer to Paragraph 4.0 (Term of Contract) of the Contract].

Notwithstanding the above, in the event of any of the special circumstances listed in Paragraph 8.20 (Force Majeure) of the Contract, the County and Contractor agree to renegotiate Contractor's transaction fees, if in the best interest of the County.

- 9.9.4.4 Contractor's digital deposit confirmation receipt must have the transaction number, date & time stamp, amount deposited, recipient's name, account number, payers/donor's name, etc., and must be emailed to customers following a successful transaction.

- 9.9.4.5 All transaction records associated with all Inmate trust account deposits are the property of the County. Transaction records must be made available to Department personnel to access, view/review, download, etc., at any time during the entire Term of the Contract.

- 9.9.4.6 Contractor must transfer the payment files to the County on a daily basis. Contractor must deliver payments to the County by the second Business Day following (but not including) the day of the transaction by means of an electronic funds transfer (EFT) to the County's designated bank account.

Notwithstanding the above, Contractor, in its sole discretion, reserves the right to delay its acceptance of any transaction that Contractor determines to be suspicious and warrants further investigation. The County acknowledges and agrees that Contractor may reject or cancel any proposed transaction should Contractor determine the transaction is being made for an improper or illegal purpose.

- 9.9.4.7 Contractor must provide the County with Contractors online interface to review daily payment information.
- 9.9.4.8 Contractor is responsible for responding to and resolving inquiries and complaints from customers arising out of Contractor's failure to timely transmit any payment to the recipients account and to the County.
- 9.9.4.9 Contractor must electronically transmit and deliver the daily payment files to the County's bank account via an ETF. The County will provide Contractor with the required bank account information for transmission of an EFT. The County agrees to provide Contractor with reasonable notice of any changes to the County's bank account information.
- 9.9.4.10 Overpayments: Contractor must work collaboratively with the County on all overpayments. Upon the County's verification of any overpayment made by Contractor, the County will reimburse Contractor within ten Business Days, given written notice and documentation provided. This includes, but is not limited to, duplicate payments, payments refunded to customers by Contractor and any incorrect payments.

If Contractor wants to deduct the amount of any such overpayments from any future payment amounts transmitted by Contractor to the County, Contractor must notify the County, and receive written approval, prior to any deduction of overpayment.
- 9.9.4.11 Contractor must assume all liability, responsibility, and risk of loss associated with its breach of any of the terms or conditions within this Exhibit and/or its negligence in the performance of its duties hereunder.
- 9.9.4.12 Contractor may, in its sole discretion, suspend, terminate or place restrictions on any customer's ability to use the Services.
- 9.9.4.13 Contractor must work collaboratively with the County to

recover funds from Inmate trust accounts for any chargebacks that are ultimately not reversed by the card processor.

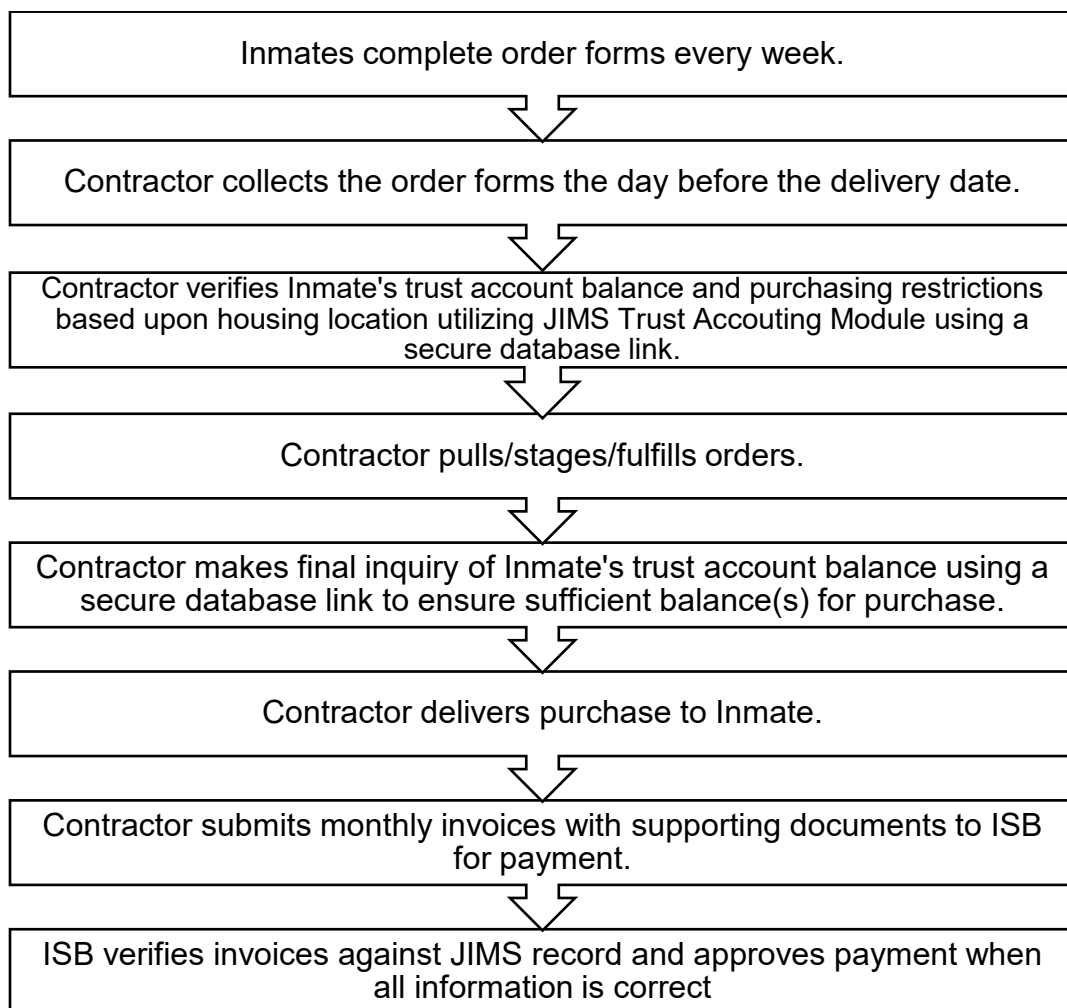
- 9.9.4.14 Chargebacks: Contractor is responsible for pursuing the chargebacks through the card association's dispute resolution processes, if appropriate in Contractor's sole discretion. Upon written request from Contractor, the County may, in its sole discretion, assist Contractor by providing requested and relevant information needed to pursue the chargeback.
- 9.9.4.15 With the exception of cash, check/money order deposits accepted via the Department's cashier, Contractor has the exclusive 3<sup>rd</sup> party right to provide the Services for the County and the exclusive right to collect and receive money handling fees associated with the Services which fees will belong to Contractor.
- 9.9.4.16 Payment Processing: Contractor must process all transactions submitted to the applicable payment network. Once payments are authorized and approved, Contractor cannot cancel or change the transaction. Except to the extent required by applicable law, payments processed by Contractor are non-refundable to the customer by Contractor. Customers may have additional refund or chargeback rights under the cardholder agreement with the card issuer or applicable law.
- 9.9.4.17 Refunds: Contractor is responsible for processing all customers' refund requests due to overpayments, duplicate payments, or system anomalies that are not the fault of the customers. However, if a customer requests a refund, Contractor will not be responsible for making those funds available if they have been already settled to a designated Inmate trust account by Contractor or are beyond Contractor's control.
- 9.9.4.18 If the County or customer issue inconsistent instructions or requests to Contractor, the County's instructions will control and the County will reimburse, defend, indemnify, and hold Contractor harmless from any and all losses, costs, and expenses (including reasonable attorneys' fees) as a result of complying with the County's instructions.
- 9.9.4.19 At any time throughout the Term of the Contract, the County, in its sole discretion, may request for Contractor to install kiosks to accept cash, debit and credit card payments for

Inmate trust account deposits. Contractor must provide kiosks at no cost to the County.

Transaction fees for all Inmate trust account deposits processed via the kiosks will be as specified in Exhibit F.6 (Inmate Account Deposit Fee) to this SOW.

The County will be responsible for providing electrical outlets for the requested kiosks. Contractor will be responsible for maintaining the kiosks, including the Internet Service Provider, network infrastructure, and network drops.

#### 9.10 Inmate Commissary Order Process - Contractor



## **9.11 Inmate Spending Limit**

- 9.11.1 Inmate scantron and/or Inmate tablet App orders (if applicable) are limited to one order per week.
- 9.11.2 Inmate scantron and/or Inmate tablet App orders are limited to \$300.00 per week, including sales tax. The weekly spending limit includes a limit of \$60.00 for Vending Debit Cards.
- 9.11.3 Public-facing Web orders and Pro-Per orders are exempt from the Inmate spending limit mentioned above.
- 9.11.4 Inmates, on occasion, attempt to submit multiple commissary orders for the week. Contractor must process only the first completed and submitted (via scantron or Inmate tablet App) Inmate order. All subsequent orders are to be disregarded.
- 9.11.5 The County will give written notice to Contractor of any pending change to Inmate ordering and spending limits. Any such change will require a Change Notice executed pursuant to Paragraph 8.1 (Amendments and Change Notices) of the Contract.

## **9.12 Refund Policy – Notice to Customer**

- 9.12.1 Contractor must process refunds for damaged or undeliverable products as described in Paragraph 9.7.3 (Undeliverable Orders) above. This refund process must be approved by County Project Director. Once approved, the refund policy must be conspicuously posted in all housing areas located in all Custody Facilities, on the Inmate tablet App, and on the public-facing website.
- 9.12.2 Contractor is responsible for providing refunds to the Inmate's trust account within two Days of an undeliverable commissary order due to, but not limited to, the following:
  - An Inmate placed in disciplinary or administrative lockdown prior to receiving a commissary order,
  - Ordered commissary products are damaged or missing prior to products being delivered to the Inmate,
  - Ordered commissary products were not fulfilled by Contractor, or
  - An Inmate has been released from custody prior to receiving their commissary order.
- 9.12.3 Contractor must incur all costs associated with chargebacks and restocking fees for all undeliverable commissary orders and fraudulent payments.

## **9.13 Inmate Classifications**

### **9.13.1 Indigent Inmate**

An Inmate is considered indigent if their trust account balance is less than \$2.00 at the time of commissary ordering. An indigent Inmate is eligible to receive both a Hygiene Maintenance Kit [refer to Paragraph 9.14.1 (Hygiene Maintenance Kits) below] and an Indigent Kit [refer to Paragraph 9.14.2 (Indigent Kits) below] once a week, by completing and submitting a commissary order form, as long as the Inmate falls within these indigent guidelines or is otherwise authorized by the County.

### **9.13.2 Pro-Per Inmate**

An Inmate is considered Pro-Per if they have been recognized by the court as acting as their own legal counsel. Authorization for a Pro-Per Inmate to order from the Pro-Per menu [refer to Attachment F.3 (County's Kits and Assortments) to this SOW], will be determined by the County.

## **9.14 Kits and Assortments**

In accordance with federal, state and local regulations, the County is mandated to provide Inmates with specific hygiene and stationary products, which must be delivered via kits and assortments. The pricing for all products within the kits and assortments will be determined by the parties prior to the commencement of Work.

Contractor must invoice the County on or before the 15<sup>th</sup> day of the following month for all kits and assortments delivered during the prior month (refer to Paragraph 5.4.2.1(c) of the Contract).

Contractor must ensure all products are delivered in clear, perforated, plastic bags with tamperproof seals that meet the standards stated in Paragraph 9.7.2 (Delivery Requirements, General) above.

### **9.14.1 Hygiene Maintenance Kits**

9.14.1.1 Non-indigent Inmates are not eligible to receive or otherwise purchase Hygiene Maintenance Kits. If a non-indigent Inmate attempts to order a Hygiene Maintenance Kit, Contractor must remove the Hygiene Maintenance Kit from the order prior to delivery.

9.14.1.2 Hygiene Maintenance Kits must be issued as a single unit and made available only to Inmates classified as indigent Inmates. The contents of Hygiene Maintenance Kits are listed in



Attachment F.2 (Indigent Kits) to this SOW.

#### **9.14.2 Indigent Kits**

- 9.14.2.1 Indigent Kits must be issued as a single unit and made available only to Inmates classified as indigent. The contents of Indigent Kits are listed in Attachment F.2 (Indigent Kits) to this SOW.
- 9.14.2.2 An indigent Inmate is eligible to receive one pair of reading glasses upon request, but no more than one pair every three months.
- 9.14.2.3 Non-indigent Inmates are not eligible to receive or otherwise purchase Indigent Kits. If a non-indigent Inmate attempts to order an Indigent Kit, Contractor must remove the Indigent Kit from the order prior to delivery.

#### **9.14.3 Pro-Per Kits**

- 9.14.3.1 Contractor must deliver Pro-Per Kits as described in Attachment F.3 (County's Kits and Assortments) to this SOW, only to Inmates who are classified as Pro-Per.
- 9.14.3.2 Indigent Inmates identified as Pro-Per may order one Pro-Per Kit per week, by completing and submitting an order form to the Department's legal unit.
- 9.14.3.3 The Department's legal unit will send the Pro-Per order to Contractor for processing. Contractor must deliver the Pro-Per Kits during the regular commissary delivery period.

#### **9.14.4 County Gift Assortments**

- 9.14.4.1 At County Project Director's request, Contractor must supply Gift Assortments to Inmates as part of Contractor's Services. The Gift Assortments must be supplied to Inmates on designated holidays, at no-cost to Inmates. The County currently provides one Gift Assortment per year to Inmates during the winter holiday season at County's sole expense.
- 9.14.4.2 The contents of each Gift Assortment [refer to Attachment F.3 (County's Kits and Assortments) to this SOW] will be determined by County Project Director.
- 9.14.4.3 All Gift Assortments must include a message card provided by the County, at no additional cost to County.

- 9.14.4.4 Gift Assortments for various Sheriff stations must be delivered to Inmate Services Bureau (ISB) for distribution.
- 9.14.4.5 The delivery schedule of Gift Assortments to ISB and the various Custody Facilities, will be determined by the County in collaboration with Contractor.
- 9.14.5 The original prices for each product within each kit must include Contractor's discounted price percentage [refer to Exhibit C (Price Schedule) to the Contract]. The price at which each kit and assortment will be sold must be agreed upon by both parties and will be memorialized in Attachments F.2 (Indigent Kits) and F.3 (County's Kits and Assortments) to this SOW. These prices will remain firm and fixed for the first year of the Contract.
- 9.14.6 At the end of the first year of the Contract, and annually thereafter, provided there is a verifiable price increase for the subject product(s), Contractor will be permitted to request a price adjustment for any or all products listed in Attachments F.2 (Indigent Kits) and F.3 (County's Kits and Assortments), using manufacturer price increase letters provided there is a verifiable price increase to the subject product(s), as further specified in Paragraph 4.2 (Mandatory Annual Product Cost Comparison) of this SOW.
  - 9.14.5.1 In the event of a County-approved price adjustment, Attachments F.2 (Indigent Kits) and F.3 (County's Kits and Assortments) will be amended and restated to this SOW and will be affixed to the original Contract.
  - 9.14.5.2 All costs for creating and distributing the Hygiene Maintenance Kits, Indigent Kits, Pro-Per Kits, and County Gift Assortments will be at Contractor's sole expense.
- 9.14.6 At any point throughout the Term of the Contract, the County may request to add, delete, or modify any kits and/or assortments. For any such modification, a Change Notice must be executed pursuant to Paragraph 8.1 (Amendments and Change Notices) of the Contract.

## **10.0 VENDING SERVICES**

### **10.1 Service Requirements, General**

Debit Card Vending Machines (Vending Machines) provided under the Contract will replace existing Vending Machines and must be installed as specified in Attachment C.1 (Vending Equipment List by Facility) to this SOW.

## **10.2 Vending Machine Installations**

- 10.2.1 Contractor assumes all costs associated with the purchase, installation and maintenance of all required Vending Machines as further specified in Attachment C.1 (Vending Equipment List by Facility) to this SOW.
- 10.2.2 In order to ensure there is no disruption of Services, Contractor must coordinate with current vending contractor to complete its phased installation of all Vending Machines, as further specified in Paragraph 3.2.1.1(c) (Vending Machine Phased Implementation Plan) of this SOW.
- 10.2.3 It is expected that a minimum of 220 Vending Machines will be installed.
- 10.2.4 All installations must be completed as stated in Paragraph 3.2.1 (Service Implementation Plan) above or in a manner approved by County Project Director. The installation of features or equipment designed to protect the Vending Machines from tampering, theft, burglary or vandalism must be provided by Contractor, at Contractor's sole expense, following written approval by County Project Director.
- 10.2.5 Contractor must provide a solution for ensuring that Vending Machines cannot be moved, tilted, or manipulated once placed in a location. This may include securing the Vending Machine to the floor or wall.
- 10.2.6 Throughout the Term of the Contract, the County may request additional Vending Machine(s) to be installed at a specified Custody Facility. Contractor must install Vending Machine(s) within 48 hours following a request from County Project Director, or as mutually agreed to by the parties.
- 10.2.7 Depending on the installation location of the Vending Machine, Contractor may be required to remove all light bulbs and/or florescent tubes used to back light the front panels of the Vending Machine and replace them with LED strip lighting.  
  
County Project Director may require additional modifications to the Vending Machine, at Contractor's expense, if it is deemed necessary for security reasons.
- 10.2.8 During the Term of the Contract and at Contractor's sole expense, Contractor must install, or reimburse County for all costs associated with the installation of Vending Machine electrical and/or water lines as needed to add equipment listed in Attachment C.1 (Vending Equipment List by Facility) to this SOW. Contractor acknowledges that the County must abide by safety and security regulations which govern infrastructure

modification of Custody Facilities. Should regulations preclude Contractor from performing the actual work associated with installation of Vending Machine electrical and/or water lines, Contractor consents to the County completing the work on Contractor's behalf, and that Contractor will reimburse the County accordingly.

- 10.2.9 Contractor must make no alterations to Custody Facilities or construct any improvements thereon other than for the installation and placement of trade fixtures and other equipment required for the Services provided herein. Any other improvements, additions, alterations, repairs, or changes thereto will require prior written approval by County Project Director and will be at Contractor's sole expense.
- 10.2.10 Contractor must reimburse the County for any and all damages to Custody Facilities arising from the installation, relocation and/or removal of Vending Machines [refer to Paragraph 8.16 (Damage to County Facilities, Buildings or Grounds) of the Contract].
- 10.2.11 Except as provided in Paragraph 3.2.1 (Service Implementation Plan) above, Contractor must only remove Vending Machines installed pursuant to the Contract, and only with prior written approval by County Project Director.
- 10.2.12 Upon the expiration or termination of the Contract, Contractor must remove any and all Vending Machines and improvements located thereon and deliver the facilities to the County in the condition upon which Contractor found them.

### **10.3 Vending Machine Locations**

Attachment C.1 (Vending Equipment List by Facility) provides a listing of Custody Facilities serviced by this Contract. The County reserves the right to add/delete Custody Facilities at any time. Contractor must either relocate or remove the equipment within 24-hours' notice from County Project Director, or as agreed-to by the parties.

### **10.4 Inmate Vending Card Refunds**

- 10.4.1 The County will regularly retrieve all deposited Vending Debit Cards from Contractor-provided container and refund any residual balances to the corresponding Inmate's trust account.
- 10.4.2 After processing refunds, the County will clear all Inmate information from the Vending Debit Card and recycle it for re-use.
- 10.4.3 As part of its phased installation plan, Contractor agrees to discontinue

the sale of Vending Debit Cards at the affected Custody Facility at least three weeks prior to the successful installation of its Vending Machine(s).

Additionally, Contractor must print and post notification of its discontinuance/acceptance of Vending Debit Cards, allowing Inmates to use Vending Debit Cards already in their possession.

- 10.4.5. Upon Contractor's successful implementation of its Vending Machines, in accordance with Paragraph 3.2.1.1(c) of this SOW, the County will refund any residual balances to the corresponding Inmate's trust account.

## **10.5 Vending Merchandise**

- 10.5.1 Contractor must make available the following vending products for purchase including, but not limited to:

- Snack products (e.g., candy, chips, cookies, trail mixes, Top Ramen packaged soups, etc.),
- Cold plastic bottled beverages\* (e.g., sodas, water, sports drinks, fruit juices, and tea),  
\*Beverages are dispensed in standard 20-ounce sizes, unless otherwise approved by County Project Director.
- Healthy alternative food products, and
- OTC medications available in individual packets.

- 10.5.2 Contractor must ensure no product listed in Attachment F.5 (Vending Menu) to this SOW, contains any of the following products or ingredients:

- Alcohol (ethanol, isopropyl, etc.),
- Flammable or combustible fluids,
- Fresh fruit,
- Bulk sugars greater than 1 oz. assortments,
- Dried fruit (not contained in or baked into another product),
- Tobacco products, and
- Marijuana, THC, or CBD products.

- 10.5.3 Contractor is responsible for ensuring that products which contain glass, metal, or any other material that could jeopardize security or be modified into a weapon are not dispensed from Vending Machines.

- 10.5.4 All food products stocked for resale by Contractor must be first-class in quality and comprised of highly recognizable name brands available to the public as further described in Paragraph 10.6 (Vending Menu) below, and Attachment F.5 (Vending Menu) to this SOW; and must conform to federal, state and County food (health) laws, ordinances, and regulations in all respects. The County will determine, in its sole discretion, which

products may be available for sale. County Project Director will notify Contractor in writing of any changes or restrictions.

- 10.5.5 Contractor must provide and properly maintain the inventory of concession products listed in Attachment F.5 (Vending Menu) to this SOW.
- 10.5.6 No adulterated, misbranded, outdated, or impure products must be sold or stocked for resale by Contractor. All products kept on hand by Contractor must be stored and handled with due regard for sanitation.
- 10.5.7 All products placed in any Vending Machine must have the manufacturer expiration or “use-by” dates clearly labeled on the packaging.

Contractor must pro-actively remove any product found to be past the expiration date and replace it immediately, or within 24-hours after request by County Project Director. Contractor must ensure that expiration or “use-by” dates are not tampered with in any way. If any tampering of expiration or “use-by” dates is discovered, the County will assess liquidated damages as further described in Attachment B (Performance Requirements Summary (PRS) Chart) to this SOW.

- 10.5.8 In addition, the County will not be responsible for any losses suffered by Contractor and/or Contractor’s personnel related, but not limited to, the following:
  - Property destruction by Inmates,
  - Fire,
  - Theft,
  - Floods,
  - Insects, or
  - Rodents.
- 10.5.9 At any time throughout the Term of the Contract, County Project Director may request that Contractor change the type of products sold from a particular Vending Machine. Upon receipt of such notice, Contractor must make the change within 72 hours, unless County Project Director requests immediate removal as specified in Paragraph 10.6 (Vending Menu) below.
- 10.5.10 Any request by Contractor to add/remove products from Vending Machines must be submitted in writing to County Project Director for review and approval.

## **10.6 Vending Menu**

- 10.6.1 The list of vending products for resale must be agreed to by the parties

prior to the commencement of Work. Such listing will be affixed to the original Contract as Attachment F.5 (Vending Menu) to this SOW. The initial Vending pricing agreed upon by the County and Contractor will remain firm and fixed for the first year following the Contract Effective Date. Thereafter, the parties agree to review the pricing for all original master list pricing annually, as further specified in Paragraph 4.2 (Mandatory Annual Product Cost Comparison) of this SOW.

10.6.2 For any changes requested by the County or Contractor to Attachment F.5 (Vending Menu), a Change Notice must be executed pursuant to Paragraph 8.1 (Amendments and Change Notices) of the Contract.

10.6.3 At any point throughout the Term of the Contract, County Project Director may request to add or delete specific products. Any change of products must be conducted within 72 hours of such request.

## **10.7 Vending Schedule: Re-Stocking and Maintenance**

Contractor must provide provisions ensuring the safe and secure delivery of all concession products to designated Custody Facilities; specifically guarding against security breaches and introduction of Contraband pursuant to Attachment E.4 (Security of Personal Property) and Attachment E.5 (Contraband Defined) to this SOW.

## **10.8 Re-Stocking**

10.8.1 Contractor must Work with County Project Director to develop its re-stocking and maintenance schedule prior to commencement of Work. The re-stocking and maintenance schedule will be affixed to the Contract as Attachment G.2 (Maintenance and Delivery Schedule) to this SOW. Contractor's re-stocking and maintenance schedule must occur a minimum of twice weekly and coincide with the delivery of commissary goods [refer to Paragraph 9.7 (Contractor's Delivery Plan) of this SOW.

10.8.2 County Project Director may require re-stocking on a more frequent basis (including weekends) if deemed necessary. Such change(s) which are temporary in nature, will be requested in writing.

10.8.3 The County maintains the sole right, under special circumstances, to make temporary modifications to Attachment G.2 (Maintenance and Delivery Schedule) to this SOW. If such change is permanent, it will be memorialized through the change process pursuant to Paragraph 8.1 (Amendments and Change Notices) of the Contract. Contractor must immediately implement any such modifications to Attachment G.2 (Maintenance and Delivery Schedule) to this SOW, once written notice has been provided.

- 10.8.4 Where feasible, County Project Director will make timely notifications to Contractor of any administrative actions, lockdowns, or unexpected emergencies, which may impact Contractor's ability to meet the re-stocking schedule specified in Attachment G.2 (Maintenance and Delivery Schedule) to this SOW.
- 10.8.5 At any time, Contractor's staff may be denied access to a Custody Facility, may be asked to vacate a Custody Facility, or may be required to wait within the Custody Facility based on security considerations and/or emergent circumstances, as determined by the Department in its sole discretion.
- 10.8.6 Contractor must promptly notify County Project Director during instances such as those cited above, wherein Contractor is precluded from entering or remaining in the Custody Facility to perform contractual duties.

## **10.9 Vending Maintenance Requirements**

- 10.9.1 Contractor must inspect and provide maintenance to all Vending Machines on a monthly basis in accordance with Attachment G.2 (Maintenance and Delivery Schedule) to this SOW.
- 10.9.2 Repairs or replacements must be completed within one Business Day following written notification by County Project Director of a defective Vending Machine. In circumstances outside Contractor's control (e.g., natural disasters, riots, and significant road closures), repairs or replacements must be completed within two Business Days of written approval by County Project Director.
  - 10.9.2.1 In situations where the security of a Vending Machine is compromised, Contractor must arrive at the Custody Facility for the purpose of repairing, removing, or replacing such Vending Machine within four hours following written notification by County Project Director.
  - 10.9.2.2 Contractor must assume all costs associated with installations, repairs, relocations and removals of Vending Machines, as well as any stolen and/or damaged goods.
- 10.9.3 Contractor must keep records of all maintenance (e.g., date of maintenance, machine number, and type of maintenance). These records must be made available to County Project Director upon request.
- 10.9.4 Contractor must keep all Vending Machines and their surrounding area free of litter, which directly results from its operation. This includes but is



not limited to: under the Vending Machines, the top of Vending Machines, inside the Vending Machines, and in between the Vending Machine and its protective cage (i.e., metal encasing), as applicable.

- 10.9.5 County Project Director may request maintenance of Vending Machine(s) on a more frequent basis if the need arises. This change will be requested in writing. If the change is permanent, a Change Notice must be executed pursuant to Paragraph 8.1 (Amendments and Change Notices) of the Contract.

## **EXHIBIT B**

# **BUSINESS AND TECHNICAL REQUIREMENTS FOR COMMISSARY AND VENDING SERVICES**

**EXHIBIT B**  
**BUSINESS AND TECHNICAL REQUIREMENTS**  
**FOR COMMISSARY AND VENDING SERVICES**

Req #	Requirement
<b>1.0 - Paper Ordering Process - Scantron sheets</b>	
1.1	Contractor's paper ordering process for Inmates utilizes a paper based "scantron" process.
1.1a	The scantron process will be a bubble sheet or scantron type form that interfaces with the Contractor's document reader or method of processing forms.
1.2	Contractor's scantron is available in the following languages:
1.2a	English
1.2b	Spanish
1.2c	Other language
1.3	Contractor has a scantron reader available to process Inmate orders.
1.4	Contractor has a back-up scantron reader available in the event of mechanical failures at intake location.
<b>2.0 - Tablet Ordering Process [(Refer to Paragraph 9.8.2 (Inmate Tablet URL/Application (Optional) of Exhibit A (SOW))]</b>	
2.1	Contractor's commissary services includes a URL/Application accessible via an Inmate tablet.
2.2	Contractor's URL/Application for Inmate tablets includes a Point of Sale (POS) system for Inmate orders.
2.3	Contractor's URL/Application POS system authenticates user (Inmate) by validating booking number and personal identification number (PIN).
2.4	Contractor's URL/Application POS system can be linked to County's Inmate Trust Accounting (ITA) system using existing web services (generic interface exists).
2.5	Contractor's URL/Application home/landing page displays:
2.5a	Commissary order guidelines
2.5b	Commissary order deadlines
2.5c	Commissary order spending limits
2.5d	Other information as requested by the County (i.e., Inmate account balance, Inmate name, Inmate booking number, etc.)
2.6	Contractor's URL/Application displays approved commissary items and current pricing.
2.7	Contractor's URL/Application has a standard "add to cart" feature.
2.8	Contractor's URL/Application leaves all orders in the "cart," allowing an Inmate to modify or cancel the order until 8 PM the night before delivery.
2.9	Contractor's URL/Application restricts Inmates to one order per week.
2.10	Contractor's URL/Application has the ability to, at a minimum, record all transactions by:
2.10a	Inmate name

**EXHIBIT B**  
**BUSINESS AND TECHNICAL REQUIREMENTS**  
**FOR COMMISSARY AND VENDING SERVICES**

Req #	Requirement
2.10b	Inmate booking number
2.10c	Product(s) sold
2.10d	Kits sold (e.g., Hygiene Kits, Maintenance Kits, and Pro Per Kits)
<b>3.0 - Online Commissary Website (Public Facing)</b>	
3.1	Contractor's commissary Services include a public facing website (website).
3.2	Contractor's website for commissary orders can be linked to/navigable from LASD.ORG.
3.3	Contractor's website includes a POS for all public commissary orders and Inmate account deposits.
3.4	Contractor's website tracks the following transaction information:
3.4a	Card holder name and billing address
3.4b	Transaction IP Address
3.4c	Transaction information (e.g., amount of purchase, credit card type)
3.4d	Date of purchase
3.5	Contractor provides purchaser an electronic receipt confirming all processed website orders and Inmate account deposits.
<b>4.0 - Contractor's Accounting System</b>	
4.1	Contractor's accounting system records/reconciles all ITA deposits and disbursements in an electronic general ledger.
4.2	Contractor's POS and accounting systems provide audit trails for County review.
4.2a	Contractor's audit trails tie all Inmate orders (via scantron, tablet and Pro-Per account statements) together through reference numbering and several levels of reporting.
4.3	Contractor's POS/accounting system:
4.3a	Posts inmate sales data files (text delimited file) to a secured and approved File Transfer Protocol (FTP) site.
4.3b	Allows the County to retrieve data files from FTP site for processing data.
4.3c	Posts credit data files (text delimited file) to secured approved site.
4.4	Contractor's POS and accounting systems are capable of retrieving:
4.4a	Current Inmate account balances (e.g., spending, pro-per)
4.4b	Housing location
4.4c	Discipline
4.4d	Grievances information
4.4e	Provide linkage to other useful Inmate information and request portals
<b>5.0 - Contractor's Security Requirements</b>	
5.1	Contractor follows industry-recommended:
5.1a	CISO requirements

**EXHIBIT B**  
**BUSINESS AND TECHNICAL REQUIREMENTS**  
**FOR COMMISSARY AND VENDING SERVICES**

Req #	Requirement
5.1b	Server security baselines
5.1c	Safeguard fire walls
5.1d	Anti-hacking and anti-virus software, which will detect and remove computer viruses and malware
5.1e	System protection capabilities at all times
5.1f	FTP site requirements (e.g., high availability to ensure data throughput)
5.2	Contractor conforms to and implements such network safeguards in a manner that is compatible with:
5.2a	System safeguards
5.2b	System security requirements
5.2c	Requirements by the Sheriff's Data Network (SDN)
5.3	Contractor manages and supports FTP site at no cost to the County.
5.4	Contractor installs and maintains a T1 circuit and connection to the SDN at no cost to the County.
5.5	Contractor's POS system provides a Criminal Justice Information Services (CJIS) compliant, cloud-based connection to the SDN at no cost to the County.
5.6	Contractor maintains current virus signatures to prevent infecting Department's network devices, which are compliant and consistent with Paragraph 3.2.2.1 (Inmate Trust Account Application/Interface) of Exhibit A (Statement of Work).
<b>6.0 - Vending Machines</b>	
6.1	Contractor supplies Vending Machines for Inmate purchases at various Custody Facilities.
6.2	Contractor's Vending Machines:
6.2a	Include specialty-type Vending Machines (e.g., cold beverages and/or cold food dispensing Vending Machines)
6.2b	Meet the maximum size requirements listed in Attachment C.1 (Vending Machine Type by Facility)
6.2c	Are equipped with plastic or plexiglass front panels (glass panels are prohibited)
6.2d	Meet California Energy Standards as part of the County's energy conservation program
6.2e	Carry the Underwriting Laboratories (UL) Seal of Approval
6.2f	Are installed in accordance with the standard of the National Electrical Code
<b>7.0 – Vending Reader Display</b>	
7.1	Contractor's vending reader displays are capable of, but not limited to, the following:
7.2a	Wireless connectivity
7.2b	Exporting data into a Windows-based computer system
7.2c	Displaying Inmate account value on a screen, to be easily read and clearly legible
7.2d	Downloading Inmates' last and first name, booking number, date purchased, and remaining balance to a spreadsheet

EXHIBIT B  
BUSINESS AND TECHNICAL REQUIREMENTS  
FOR COMMISSARY AND VENDING SERVICES

Req #	Requirement
7.2e	Deciphering remaining balance (through the use of data redundancy)

Colt Jones  
Contractor Project Director

11/27/25  
Date

[Signature]  
County Project Director



07/19/25  
Date

## **EXHIBIT C**

### **PRICE SCHEDULE**

## **EXHIBIT C – PRICE SCHEDULE**

### **REVENUE SPLIT**

The County will retain a sum equal to thirty nine percent (39%) of the Gross Sales from the Inmate Commissary and Vending Services and deposit into the Inmate Welfare Fund.

The County's thirty nine percent (39%) is defined as: Gross Sales less the non-commissioned sales, sales tax and credits.

### **DISCOUNT ON COST OF GOODS**

Throughout the entire Term of this Contract, the County will be entitled to receive a two percent (2%) discount on all goods listed in Attachments F (Commissary and Vending Product Master List) and F.3 (County's Kits and Assortments), including any new items added, as set forth in this Exhibit C (Price Schedule) to this Contract and Paragraph 4.1.6 (New Products) of Exhibit A (Statement of Work) to this Contract.



## **EXHIBIT D**

### **COUNTY'S ADMINISTRATION**

## COUNTY'S ADMINISTRATION

CONTRACT NO. \_\_\_\_\_

### COUNTY PROJECT DIRECTOR:

Name: ALAN LIU  
Title: LIEUTENANT  
Address: INMATE SERVICES BUREAU  
4700 W. RAMONA BLVD., MONTEREY PARK, CA 91754  
Telephone: (323) 526-5333  
Facsimile: \_\_\_\_\_  
E-Mail Address: AYLIU@LASD.ORG

### COUNTY PROJECT MANAGER:

Name: DANNY WALLS  
Title: SERGEANT  
Address: INMATE SERVICES BUREAU  
4700 W. RAMONA BLVD., MONTEREY PARK, CA 91754  
Telephone: (323) 526-5321  
Facsimile: \_\_\_\_\_  
E-Mail Address: DJWALLS@LASD.ORG

### COUNTY CONTRACT PROJECT MONITOR:

Name: ALESIA FULLER  
Title: ADMINISTRATIVE SERVICES MANAGER I  
Address: HALL OF JUSTICE – CONTRACT COMPLIANCE UNIT  
211 W. TEMPLE STREET, LOS ANGELES, CA 90012  
Telephone: (213) 229-3254  
Facsimile: \_\_\_\_\_  
E-Mail Address: AWFULLER@LASD.ORG

## **EXHIBIT E**

### **CONTRACTOR'S ADMINISTRATION**

## CONTRACTOR'S ADMINISTRATION

**CONTRACTOR'S NAME:** Keefe Commissary Network, LLC

**CONTRACT NO:** \_\_\_\_\_

**CONTRACTOR'S PROJECT MANAGER:**

Name: Colby Pierce  
Title: Regional Vice President  
Address: 13369 Valley Boulevard  
Fontana, CA 92335  
Telephone: 800-411-0454  
Facsimile: 909-357-2352  
E-Mail Address: cpierce@keefegroup.com

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: John Puricelli  
Title: Executive Vice President  
Address: 10880 Lin Page Place  
St. Louis, MO 63132  
Telephone: 314-919-4100  
Facsimile: 314-919-4109  
E-Mail Address: jpuricelli@keefegroup.com

Name: Dennis Dempsey  
Title: Vice President  
Address: 13369 Valley Boulevard  
Fontana, CA 92335  
Telephone: 800-411-0454  
Facsimile: 909-357-2352  
E-Mail Address: ddempsey@keefegroup.com

**Notices to Contractor shall be sent to the following:**

Name: Colby Pierce  
Title: Regional Vice President  
Address: 13369 Valley Boulevard  
Fontana, CA 92335  
Telephone: 800-411-0454  
Facsimile: 909-357-2352  
E-Mail Address: cpierce@keefegroup.com

## **EXHIBIT F1**

### **CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

**CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT 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 Keefe Commissary Network, LLC Contract No. \_\_\_\_\_

**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 the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff 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. Contractor understands and agrees that Contractor's Staff 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.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff 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, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the

**CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

**COPYRIGHT ASSIGNMENT AGREEMENT**

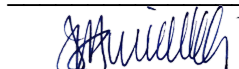
Contractor and Contractor's Staff agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Contractor and Contractor's Staff in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

NAME OF FIRM: Keefe Commissary Network, LLC

SIGNATURE: \_\_\_\_\_



DATE: 1 / 28 / 2025

PRINTED NAME: John Puricelli

NAME/TITLE OF ITS AUTHORIZED REPRESENTATIVE: John Puricelli - Executive Vice President

## **EXHIBIT F2**

### **CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**



**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT 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, criminal, and welfare recipient 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.

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

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

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, criminal, and welfare recipient 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.

**COPYRIGHT ASSIGNMENT AGREEMENT**

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

NAME OF FIRM: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

## **EXHIBIT F3**

### **CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,  
AND COPYRIGHT ASSIGNMENT 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 \_\_\_\_\_

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, Confidentiality, and Copyright Assignment 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, criminal, and welfare recipient 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.

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,  
AND COPYRIGHT ASSIGNMENT AGREEMENT**

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, criminal, and welfare recipient 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.

**COPYRIGHT ASSIGNMENT AGREEMENT**

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

NAME OF FIRM: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

NAME/TITLE OF ITS AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

Sheriff's Department  
Keefe Commissary Network

Inmate Commissary and Vending Services  
Exhibit F3 – Contractor Non-Employee Acknowledgement,  
Confidentiality, and Copyright Assignment Agreement

## **EXHIBIT G**

### **SAFELY SURRENDERED BABY LAW**

# THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.

1.877.222.9723  BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

### FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



### ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit [BabySafeLA.org](http://BabySafeLA.org) to learn more.

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.

1.877.222.9723  
[BabySafeLA.org](http://BabySafeLA.org)

THERE'S A  
BETTER CHOICE.  
SAFELY SURRENDER  
YOUR BABY.



No shame | No blame | No names







## FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

## ANSWERS TO YOUR QUESTIONS

### Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

### Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

### What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

### What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

### What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

### How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

### If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

**1.877.222.9723 or BabySafeLA.org**

English, Spanish and 140 other languages spoken.

## **EXHIBIT H**

### **INFORMATION SECURITY AND PRIVACY REQUIREMENTS**

# INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth County and Contractor's commitment and agreement to fulfill each of their obligations under applicable county, state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by Contractor before the Effective Date of the Contract and maintained throughout the Term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Contractor") and any other agreements between the parties. However, it is Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks, and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit shall prevail unless stated otherwise.

## 1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this Exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.

- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs, and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact the County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for the County, is under the direct control of the County, whether or not they are paid by the County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

## 2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** Contractor will maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of County Information covered under the Contract.

Contractor's Information Security Program will include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

Contractor will exercise the same degree of care in safeguarding and protecting County Information that Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

Contractor's Information Security Program will:

- Protect the Confidentiality, Integrity, and Availability of County Information in Contractor's possession or control,
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information,
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information,
- Protect against accidental loss or destruction of, or damage to, County Information, and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to Contractor.

- b. **Privacy Program.** Contractor will establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. Contractor's Privacy Program will include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. Contractor's Privacy Policies, guidelines, and procedures will be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. Contractor's Privacy Program will perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

Contractor will exercise the same degree of care in safeguarding the privacy of County Information that Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

Contractor's Privacy Program will include:

- A Privacy Program framework that identifies and ensures that Contractor complies with all applicable laws and regulations,
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program,
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information,
- A training program that covers Privacy Policies, protocols and awareness,
- A response plan to address privacy Incidents and privacy breaches, and
- Ongoing privacy assessments and audits.

### 3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County will retain exclusive rights and ownership thereto. County Information will not be used by Contractor for any purpose other than as required under the Contract, nor will such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by Contractor, or commercially exploited or otherwise used by, or on behalf of, Contractor, its officers, directors, employees, or agents. Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by Contractor, provided that: (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

### 4. CONTRACTOR'S USE OF COUNTY INFORMATION

Contractor may use County Information only as necessary to carry out its obligations under the Contract. Contractor will collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to: (i) any county, state and federal law governing the protection of personal Information, (ii) any county, state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

### 5. SHARING COUNTY INFORMATION AND DATA

Contractor will not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

### 6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** Contractor agrees that all County Information is Confidential and proprietary to County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** Contractor may disclose County Information only as necessary to carry out its obligations under the Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of County Project Director in consultation with County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, Contractor will notify County Project Director immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing Work under the Contract, Contractor may encounter County Non-public Information ("NPI") in the course of performing the Contract, including, but not limited to: licensed technology, drawings,

schematics, manuals, sealed court records, and other materials described and/or identified as “Internal Use”, “Confidential” or “Restricted” as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. Contractor will not disclose or publish any County NPI and material received or used in performance of the Contract. This obligation is perpetual.

- d. **Individual Requests.** Contractor will acknowledge any request or instructions from the County regarding the exercise of any individual’s privacy rights provided under applicable federal or state laws. Contractor will have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven Days. If an individual makes a request directly to Contractor involving County Information, Contractor will notify the County within five Days and the County will coordinate an appropriate response, which may include instructing Contractor to assist in fulfilling the request. Similarly, if Contractor receives a privacy or security complaint from an individual regarding County Information, Contractor will notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** Contractor will not retain any County Information for any period longer than necessary for Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

## 7. CONTRACTOR EMPLOYEES

Contractor will perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, Contractor will screen and conduct background investigations on all Contractor employees and subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include state, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation will be at the expense of Contractor, regardless of whether the member of Contractor’s staff passes or fails the background investigation. Contractor, in compliance with its legal obligations, will conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

Contractor will require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with Contractor.

Contractor will supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.

- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

Contractor will have an established set of procedures to ensure Contractor's employees promptly report actual and/or suspected breaches of security.

## 8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its Services, Contractor may desire or require the use of goods, services, and/or assistance of subcontractors or other third parties or suppliers. The terms of this Exhibit will also apply to all subcontractors and third parties. Contractor or third party will be subject to the following terms and conditions: (i) each subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) Contractor will be and remain fully liable for the acts and omissions of each subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

Contractor will obtain advanced approval from County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

## 9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information will be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by County's Chief Information Security Officer.

Contractor will encrypt County Information transmitted on networks outside of Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, Contractor will not store County Information in the cloud or in any other online storage provider without written authorization from County's Chief Information Security Officer. All mobile devices storing County Information will be managed by a Mobile Device Management system. Such



system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by County's Chief Information Security Officer.

## 10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

Contractor will return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon the County's written request, or upon expiration or termination of the Contract for any reason, Contractor will: (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of the Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, Contractor will provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b (below) of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, Contractor will return all hardware, if any, provided by the County to Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** Contractor will destroy all originals and copies by: (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that County Information cannot be retrieved. Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County Project Director within ten Days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of the Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to County hereunder, or that provided to County by Contractor hereunder), at the County's option.

## 11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

## **12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY**

Contractor will: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner, (ii) provide effective controls to safeguard backed-up data, (iii) securely transfer County Information to and from back-up location, (iv) fully restore applications and operating systems, and (v) demonstrate periodic testing of restoration from back-up location. If Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups will be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

## **13. ACCESS CONTROL**

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information: (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by County Project Director in writing, and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by Contractor and approved by County's Chief Information Security Officer in writing. The foregoing requirements will apply to back-up media stored by Contractor at off-site facilities.

Contractor will implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services will be controlled, including, but not limited to, the use of industry standard and properly configured firewalls,
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to: multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging,
- c. Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner,

- d. Applications will include access control to limit user access to County Information and application system functions,
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor will record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS, and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, Contractor will ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

#### **14. SECURITY AND PRIVACY INCIDENTS**

In the event of a Security or Privacy Incident, Contractor will:

- a. Promptly notify County's Chief Information Security Officer, the Departmental Information Security Officer, and County's Chief Privacy Officer of any Incidents involving County Information, within 24 hours of detection of the Incident. All notifications will be submitted via encrypted email and telephone.

**County Chief Information Security Officer and Chief Privacy Officer email**

[CISO-CPO\\_Notify@lacounty.gov](mailto:CISO-CPO_Notify@lacounty.gov)

**Chief Information Security Officer:**

Jeffrey Aguilar  
Chief Information Security Officer  
320 W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 253-5600

**Chief Privacy Officer:**

Lillian Russell  
Chief Privacy Officer  
320 W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 351-5363

**Departmental Information Security Officer:**

Fransiscus X. Gunawan (DISO)  
Departmental Information Security Officer  
12440 Imperial Hwy., Suite 400 E.  
Norwalk, CA 90650  
(562) 345-4181

- b. Include the following Information in all notices:
  - i. The date and time of discovery of the Incident,
  - ii. The approximate date and time of the Incident,
  - iii. A description of the type of County Information involved in the reported Incident,

- iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified, and
  - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to Contractor, and unless prohibited by law, Contractor will provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of Contractor's environment that may include, but are not limited to: interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in the Contract and Exhibit, Contractor will be: (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

## 15. NON-EXCLUSIVE EQUITABLE REMEDY

Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY constitutes a material breach and will be grounds for immediate termination of the Contract at the exclusive discretion of the County.

## 16. AUDIT AND INSPECTION

- a. **Self-Audits.** Contractor will periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either: (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by County.

Contractor will have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. Contractor will provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by Contractor that contains any County Information, Contractor will promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in Contractor's Information systems, products, and services, and the corresponding steps taken by Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section will be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, will have the right to audit Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request, Contractor will complete a questionnaire regarding Contractor's Information Security and/or program. The County will pay for the County requested audit unless the auditor finds that Contractor has materially breached this Exhibit, in which case Contractor will bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit will be conducted during Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. Contractor will cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access will extend to any regulators with oversight of the County. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by Contractor or a third party; and (ii) corrective actions or modifications, if any, Contractor will implement in response to such audits.

## 17. CYBER LIABILITY INSURANCE

Contractor will secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

Contractor will secure and maintain cyber liability insurance coverage with limits of at least **\$2,000,000** per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information

loss and business interruption; any other liability or risk that arises out of the Contract. Contractor will add the County as an additional insured to its cyber liability insurance policy and provide to County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

## **18. PRIVACY AND SECURITY INDEMNIFICATION**

In addition to the indemnification provisions in the Contract, Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on Contractor's systems or networks (including all costs and expenses incurred by County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by the County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

## ADDENDUM A: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS

Notwithstanding any other provisions in the Contract, Contractor will ensure the following provisions and security controls are established for any and all systems or hardware provided under the Contract.

- a. **Inventory:** Contractor must actively manage, including through inventory, tracking, loss prevention, replacement, updating, and correcting, all hardware devices covered under the Contract. Contractor must be able to provide such management records to County at inception of the Contract and upon request.
- b. **Access Control:** Contractor agrees to manage access to all systems or hardware covered under the Contract. This includes industry-standard management of administrative privileges including, but not limited to, maintaining an inventory of administrative privileges, changing default passwords, use of unique passwords for each individual accessing systems or hardware under the Contract, and minimizing the number of individuals with administrative privileges to those strictly necessary. Prior to effective date of the Contract, Contractor must document their access control plan for systems or hardware covered under the Contract and provide such plan to the Department Information Security Officer (DISO) who will consult with County's Chief Information Security Officer (CISO) for review and approval. Contractor must modify and/or implement such plan as directed by the DISO and CISO.
- c. **Operating System and Equipment Hygiene:** Contractor agrees to ensure that systems or hardware will be kept up to date, using only the most recent and supported operating systems, applications, and programs, including any patching or other solutions for vulnerabilities, within 90 Days of the release of such updates, upgrades, or patches. Contractor agrees to ensure that the operating system is configured to eliminate any unnecessary applications, services and programs. If for some reason Contractor cannot do so within 90 Days, Contractor must provide a Risk assessment to County's Chief Information Security Officer (CISO).
- d. **Vulnerability Management:** Contractor agrees to continuously acquire, assess, and take action to identify and remediate vulnerabilities within the Systems and Hardware covered under the Contract. If such vulnerabilities cannot be addressed, Contractor must provide a Risk assessment to the Department Information Security Officer (DISO) who will consult with County's Chief Information Security Officer (CISO). County's CISO must approve the Risk acceptance and Contractor accepts liability for Risks that result to the County for exploitation of any un-remediated vulnerabilities.
- e. **Media Encryption:** Throughout the duration of the Contract, Contractor will encrypt all workstations, portable devices (e.g., mobile, wearables, tablets,) and removable media (e.g., portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) associated with systems and hardware provided under the Contract in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise required or approved by County's Chief Information Security Officer (CISO).
- f. **Malware Protection:** Contractor will provide and maintain industry-standard endpoint antivirus and antimalware protection on all systems and hardware as approved or required by the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) to ensure provided hardware is free, and remains free of malware. Contractor agrees to provide the County documentation proving malware protection status upon request.

### ADDENDUM C: APPLICATION SOURCE CODE REPOSITORY

The Contractor shall manage the source code in the manner prescribed in this Addendum unless the Contract prescribes procedures for managing the source code and those procedures are no less stringent than the procedures described in this addendum.

- a. **County Application Source Code.** To facilitate the centralized management, reporting, collaboration, and continuity of access to the most current production version of application source code, all code, artifacts, and deliverables produced under this Contract, (hereinafter referred to as “County Source Code”) shall be version controlled, stored, and delivered on a single industry-standard private Git repository, provided, managed, and supported by the County. Upon commencement of the contract period, the Contractor will be granted access to the County’s private Git repository.
- b. **Git Repository.** The Contractor will use the County Git repository during the entire lifecycle of the project from inception to final delivery. The Contractor will create and document design documents, Data flow diagrams, security diagrams, configuration settings, software or hardware requirements and specifications, attribution to third-party code, libraries and all dependencies, and any other documentation related to all County Source Code and corresponding version-controlled documentation within the Git repository. This documentation must include an Installation Guide and a User Guide for the final delivered source code such that County may download, install, and make full functional use of the delivered code as specified and intended.



## **ATTACHMENT H.1**

### **DEPARTMENTAL INFORMATION SECURITY REQUIREMENTS**

# **ATTACHMENT H.1**

## **DEPARTMENTAL INFORMATION SECURITY REQUIREMENTS**

This Attachment H.1 sets forth information security procedures to be established by Contractor before the effective date of the Contract and maintained throughout the term of the Contract. These procedures are in addition to the requirements of the Contract. They present a minimum standard only. However, it is Contractor's sole obligation to: (i) implement appropriate measures to secure its systems and data, including Personal Information, Protected Health Information and County's Confidential Information, against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum standards set forth in this Attachment H.1 will constitute a material, non-curable breach of the Contract by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. Unless specifically defined in this Attachment H.1, capitalized terms shall have the meanings set forth in the Contract.

### **1. SECURITY POLICY**

Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor personnel in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.

### **2. PERSONNEL AND CONTRACTOR PROTECTIONS**

Contractor shall screen and conduct background checks on all Contractor personnel who will have access to County's Confidential Information, including Personally Identifiable Information and Protected Health Information, for potential security risks and require all employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its Contractor personnel with appropriate, ongoing training regarding information security procedures, risks, and threats. Contractor shall have an established set of procedures to ensure Contractor personnel promptly report actual and/or suspected breaches of security.

### **3. REMOVABLE MEDIA**

Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute strict security controls, including encryption of Removable Media (as defined below), to prevent transfer of Personally Identifiable Information and Protected Health Information to any form of Removable Media. For purposes of this Attachment H.1, "**Removable Media**" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

#### **4. STORAGE, TRANSMISSION AND DESTRUCTION OF PROTECTED HEALTH INFORMATION**

All Protected Health Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with HIPAA, as amended and supplemented by the HITECH Act. Without limiting the generality of the foregoing, Contractor will encrypt all workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) that store County's Confidential Information (including Protected Health Information) in accordance with Federal Information Processing Standard (FIPS) 140-2. Contractor will encrypt County's Confidential Information transmitted on networks outside of Contractor's control with Secure Socket Layer (SSL or TLS), at a minimum, cipher strength of 256 bit. If County's Confidential Information is no longer required to be retained by Contractor under the Contract and applicable law, Contractor shall destroy such information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Protected Health Information consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the Protected Health Information cannot be retrieved. Contractor will not store County's Confidential Information (including Protected Health Information) in the cloud or in any other online storage provider.

All mobile devices storing County's Confidential Information (including Protected Health Information) must be managed by a Mobile Device Management system. All workstations/PCs will maintain the latest security patches and have the latest virus definitions. Virus scans should be run daily and logged.

#### **5. DATA CONTROL; MEDIA DISPOSAL AND SERVICING**

Subject to and without limiting the requirements under Section 4 (Storage, Transmission and Destruction of Protected Health Information), Personally Identifiable Information, Protected Health Information, and County's Confidential Information: (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using appropriate encryption technology as designated or Approved by County Project Director in writing; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using encryption technology designated by Contractor and approved by County in writing. The foregoing requirements shall apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor must ensure all County's Confidential Information, including Personally Identifiable Information and Protected Health Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

#### **6. HARDWARE RETURN**

Upon termination or expiration of the Contract at any time upon County's request, Contractor shall return all hardware, if any, provided by County containing Personally Identifiable Information, Protected Health Information, or County's Confidential Information to County. The Personally Identifiable Information, Protected Health Information, and County's Confidential Information should not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by County. In the event the hardware containing County's Confidential Information or Personally Identifiable Information is owned by Contractor or a third party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company and/or individual who performed the destruction will be sent to a designated County security representative within fifteen (15) days of termination or expiration of the Contract or at any time upon County's request. Contractor's destruction or erasure of Personal

Information and Protected Health Information pursuant to this Section shall be in compliance with industry Best Practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

## **7. PHYSICAL AND ENVIRONMENTAL SECURITY**

Contractor facilities that process Personally Identifiable Information, Protected Health Information, or County's Confidential Information must be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

## **8. COMMUNICATIONS AND OPERATIONAL MANAGEMENT**

Contractor must: (i) monitor and manage all of its information processing facilities, including without limitation, implementing operational procedures, change management and incident response procedures; (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.

## **9. ACCESS CONTROL**

Contractor shall implement formal procedures to control access to its systems, services, and data, including but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including but not limited to, the use of properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including but not limited to, authentication, authorization, and event logging;
- c. Applications will include access control to limit user access to information and application system functions; and
- d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.

## **10. SECURITY INCIDENT**

A "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification or interference with system operations in an information system.

- a. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.
- b. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
- c. Contractor will provide a report of all Security Incidents noting the corrective actions taken to mitigate the Security Incidents. This will be provided via a written letter to the County security representative as part of Contractor's annual audit or as reasonably requested by County. County or its third party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of Personally Identifiable Information, Protected Health Information, and County's Confidential Information.

- d. County reserves the right to view, upon request, summary results (i.e., the number of high, medium and low vulnerabilities) and related corrective action schedule for which Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these summary results and corrective action schedules will be sent to the County security contact.

## 11. CONTRACTOR SELF AUDIT

As part of Contractor's annual audit or upon County's request, Contractor will provide to County a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third party; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

Relevant audits conducted by Contractor as of the Effective Date must include:

- a. ISO 27001:2013 (Information Security Management) or FDA's Quality System Regulation, etc. – Contractor-wide. A full recertification is conducted every three (3) years with surveillance audits annually.
  - (i) **External Audit** – Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.
  - (ii) **Internal Audit** – Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor's Quality System ("CQS") in support of applicable regulations, standards, and requirements.
  - (iii) **Supplier Audit** – Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.
  - (iv) **Detailed findings** – are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above and the ISO certificate is published on Buck Consultants LLC.
- b. SSAE-16 (formerly known as SAS -70 II) – As to the Hosting Services only:
  - (i) Audit spans a full twelve (12) months of operation and is produced annually.
  - (ii) The resulting detailed report is available to County.
  - (iii) Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

## 12. SECURITY AUDITS

In addition to the audits described in Section 11 (Contractor Self Audit), during the term of this Contract, County or its third-party designee may annually, or more frequently as agreed in writing by the parties, request a security audit of Contractor's data center and systems. The audit will take place at a mutually agreed time by the parties, but in no event on a date more than ninety (90) days from the date of the request by County. County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls, inspection, process reviews, policy reviews, evidence of external and internal vulnerability scans, evidence of code reviews, and evidence of system configuration and audit log reviews. County shall pay for all third-party costs associated with the audit. It is understood that summary data of the results must be filtered to remove the specific information of other Contractor customers such as IP address, server names, etc.

Contractor shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators shall have the same

right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

### 13. CONFIDENTIALITY

- a. **Confidential Information.** Contractor agrees that all information supplied by its affiliates and agents to the County including, without limitation, (a) any information relating to County's customers, patients, business partners, or personnel; (b) Personally Identifiable Information (as defined below); and (c) any Protected Health Information under The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and The Health Information Technology for Economic and Public Health Act (HITECH), will be deemed confidential and proprietary to the County, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary" ("Confidential Information"). To be deemed "Confidential Information", trade secrets and mask works must be plainly and prominently marked with restrictive legends.
- b. **County Data.** All of County's Confidential Information, data, records and information of County to which Contractor has access, or otherwise provided to Contractor under this Contract ("County Data"), is and will remain the property of County and County retains exclusive rights and ownership thereto. The County Data may not be used by Contractor for any purpose other than as required under this Contract, nor may such data or any part of such data be disclosed, sold, assigned, leased or otherwise disposed of to third parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.
- c. **Non-Exclusive Equitable Remedy.** Subject to the limitations and other applicable provisions set forth in the Contract, Contractor acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may result in irreparable harm to County, and therefore, that upon any such breach or any threat thereof, County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. Any breach of this Section 13 (Confidentiality) shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.
- d. **Personally Identifiable Information.** "Personally Identifiable Information" shall mean any information that identifies a person, including but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all "nonpublic personal information," as defined under the Gramm-Leach-Bliley Act (15 United States Code ("U.S.C.") §6801 et seq.), Protected Health Information, and "Personally Identifiable Information" as that term is defined in EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.
  - i. **Personally Identifiable Information.** In connection with this Contract and performance of the services, Contractor may be provided or obtain, from County or otherwise, Personally Identifiable Information pertaining to County's current and prospective personnel, directors and officers, agents, investors, patients, and customers and may need to process such Personally Identifiable Information and/or transfer it, all subject to the restrictions set forth in this Contract and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the services.



- ii. **Treatment of Personally Identifiable Information.** Without limiting any other warranty or obligations specified in this Contract, and in particular the Confidentiality provisions of the Contract, during the term of this Contract and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personally Identifiable Information in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any Personally Identifiable Information to any third party, except as expressly required to perform its obligations in this Contract or as Contractor may be expressly directed in advance in writing by County. Contractor represents and warrants that Contractor will use and process Personally Identifiable Information only in compliance with (a) this Contract, (b) County's then current privacy policy, and (c) all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).
- iii. **Retention of Personally Identifiable Information.** Contractor will not retain any Personally Identifiable Information for any period longer than necessary for Contractor to fulfill its obligations under this Contract. As soon as Contractor no longer needs to retain such Personally Identifiable Information in order to perform its duties under this Contract, Contractor will promptly return or destroy or erase all originals and copies of such Personally Identifiable Information.
- e. **Return of Confidential Information.** On County's written request or upon expiration or termination of this Contract for any reason, Contractor will promptly: (a) return or destroy, at County's option, all originals and copies of all documents and materials it has received containing County's Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Contract; and (c) deliver or destroy, at County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection 13(a), and provide a notarized written statement to County certifying that all documents and materials referred to in Subsections 13(a) and (b) above have been delivered to County or destroyed, as requested by County. On termination or expiration of this Contract, County shall return or destroy all Contractor's Confidential Information (excluding items licensed to County hereunder or that are required for use of the Deliverables and/or the Software), at Contractor's option.

## **ATTACHMENT H.2**

### **COMPLIANCE WITH DEPARTMENTAL ENCRYPTION REQUIREMENTS**



## ATTACHMENT H.2

# COMPLIANCE WITH DEPARTMENTAL ENCRYPTION REQUIREMENTS

Contractor is required to provide information about its encryption practices with respect to Personal Information, Protected Health Information, Medical Information and any other information described in Paragraph 7.6.5 (Protection of Electronic County Information - Data Encryption) of the Contract by completing this Attachment H.2. By signing this Attachment H.2, Contractor certifies that it will be in compliance with the Los Angeles County Board of Supervisors Policy 5.200 (Contractor Protection of Electronic County Information) upon the Effective Date and during the Term of the Contract.

COMPLIANCE QUESTIONS	DOCUMENTATION AVAILABLE			
	YES	NO	YES	NO
1) Will County data stored on your workstation(s) be encrypted?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Will County data stored on your laptop(s) be encrypted?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) Will County data stored on removable media be encrypted?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4) Will County data be encrypted when transmitted?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5) Will Contractor maintain a copy of any validation/attestation reports generated by its encryption tools?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6) Will County data be stored on remote servers*? *cloud storage, Software-as-a-Service or SaaS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

NAME OF FIRM: Keefe Commissary Network, LLC

NAME/TITLE OF AUTHORIZED REPRESENTATIVE: Michael Coates, IT Security Manager

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

January 16, 2025

Sheriff's Department  
Keefe Commissary Network, LLC.

Inmate Commissary and Vending Services  
Exhibit H.2 – Compliance with Departmental  
Encryption Requirements

**CONTRACT**



**CONTRACT BY AND BETWEEN**

**THE COUNTY OF LOS ANGELES**

**AND**

**KEEFE COMMISSARY NETWORK, LLC.**

**FOR**

**INMATE COMMISSARY AND VENDING SERVICES**

## TABLE OF CONTENTS

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
<b>RECITALS</b>	<b>1</b>
<b>1.0 APPLICABLE DOCUMENTS</b>	<b>2</b>
<b>2.0 DEFINITIONS</b>	<b>3</b>
2.1 Standard Definitions:	3
<b>3.0 WORK</b>	<b>6</b>
<b>4.0 TERM OF CONTRACT</b>	<b>6</b>
<b>5.0 CONTRACT SUM</b>	<b>7</b>
5.1 Prices and Fees	7
5.2 Written Approval for Reimbursement	7
5.3 No Payment for Services Provided Following Expiration-Termination of Contract	7
5.4 Invoices and Payments	8
5.5 Intentionally Omitted	11
5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer	11
<b>6.0 ADMINISTRATION OF CONTRACT - COUNTY</b>	<b>11</b>
6.1 County Administration	11
6.2 County's Personnel	12
6.3 County Personnel, Other	12
<b>7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR</b>	<b>12</b>
7.1 Contractor Administration	12
7.2 Contractor's Personnel	12
7.3 Approval of Contractor's Staff	13
7.4 Contractor's Staff Identification	14
7.5 Background and Security Investigations	14
7.6 Confidentiality and Security	15
7.7 Rules and Regulations	20
<b>8.0 STANDARD TERMS AND CONDITIONS</b>	<b>20</b>
8.1 Amendments and Change Notices	20
8.2 Assignment and Delegation/Mergers or Acquisitions	21
8.3 Authorization Warranty	22

## TABLE OF CONTENTS

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
8.4 Budget Reductions .....	22
8.5 Complaints .....	22
8.6 Compliance with Applicable Law .....	23
8.7 Compliance with Civil Rights Laws.....	24
8.8 Compliance with the County's Jury Service Program.....	25
8.9 Conflict of Interest .....	26
8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List.....	27
8.11 Consideration of Hiring GAIN/START Participants.....	27
8.12 Contractor Responsibility and Debarment.....	27
8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law .....	29
8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program .....	30
8.15 County's Quality Assurance Plan .....	30
8.16 Damage to County Facilities, Buildings or Grounds .....	30
8.17 Employment Eligibility Verification.....	31
8.18 Counterparts and Electronic Signatures and Representations.....	31
8.19 Fair Labor Standards .....	31
8.20 Force Majeure .....	32
8.21 Governing Law, Jurisdiction, and Venue.....	32
8.22 Independent Contractor Status .....	32
8.23 Indemnification .....	33
8.24 General Provisions for all Insurance Coverage .....	33
8.25 Insurance Coverage.....	37
8.26 Liquidated Damages .....	39
8.27 Most Favored Public Entity.....	40
8.28 Nondiscrimination and Affirmative Action .....	40
8.29 Non Exclusivity .....	41
8.30 Notice of Delays .....	42
8.31 Notice of Disputes .....	42

## TABLE OF CONTENTS

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
8.32 Notice to Employees Regarding the Federal Earned Income Credit .....	42
8.33 Notice to Employees Regarding the Safely Surrendered Baby Law .....	42
8.34 Notices .....	42
8.35 Prohibition Against Inducement or Persuasion.....	43
8.36 Public Records Act.....	43
8.37 Publicity.....	44
8.38 Record Retention and Inspection-Audit Settlement.....	44
8.39 Recycled Bond Paper .....	45
8.40 Subcontracting .....	45
8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	48
8.42 Termination for Convenience .....	48
8.43 Termination for Default.....	48
8.44 Termination for Improper Consideration.....	49
8.45 Termination for Insolvency .....	50
8.46 Termination by County .....	50
8.47 Termination Transition Services .....	51
8.48 Termination for Non-Adherence of County Lobbyist Ordinance .....	51
8.49 Termination for Non-Appropriation of Funds .....	51
8.50 Validity and Severability .....	52
8.51 Waiver .....	52
8.52 Warranty Against Contingent Fees .....	52
8.53 Warranty of Compliance with County's Defaulted Property Tax Reduction Program .....	53
8.54 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.....	53
8.55 Time Off for Voting .....	53
8.56 Compliance with County's Zero Tolerance Policy on Human Trafficking .....	53
8.57 Risk of Loss.....	54
8.58 Compliance with Fair Chance Employment Hiring Practices.....	54
8.59 Compliance with the County Policy of Equity .....	54

## TABLE OF CONTENTS

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
8.60 Prohibition from Participation in Future Solicitation(s).....	54
8.61 Injury and Illness Prevention Program .....	54
8.62 Intentionally Omitted .....	55
8.63 Individual Requests.....	55
8.64 Retention of County Information.....	55
8.65 Audit and Inspection, Information Security and Privacy Requirements .....	55
8.66 Assignment By County .....	57
8.67 Unlawful Solicitation .....	57
8.68 Arms Length Negotiations .....	57
8.69 Access to County Facilities .....	57
8.70 Physical Alterations.....	57
8.71 Staff Performance While Under The Influence .....	57
8.72 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding .....	58
<b>9.0 UNIQUE TERMS AND CONDITIONS .....</b>	<b>58</b>
9.1 Intentionally Omitted .....	58
9.2 Intentionally Omitted .....	58
9.3 Intentionally Omitted .....	58
9.4 Intentionally Omitted .....	58
9.5 Data Destruction .....	58
9.6 Intentionally Omitted .....	59
9.7 Intentionally Omitted .....	59
9.8 Intentionally Omitted .....	59
<b>10.0 Survival.....</b>	<b>59</b>

## TABLE OF CONTENTS

### **PARAGRAPH**

### **PAGE**

#### **STANDARD EXHIBITS**

<b>A</b>	Statement of Work	
	Attachment A Contractor Discrepancy Report	
	Attachment B Performance Requirements Summary (PRS) Chart	
	Attachment C.1 Vending Equipment List by Facility	
	Attachment C.2 Vending Machine Dimensions	
	Attachment C.3 Vending Machine Phased Installation Plan	
	Attachment D System Interfaces	
	Attachment E.1 Photography and/or Press Relations	
	Attachment E.2 Grooming and Dress Standards	
	Attachment E.3 Political Activity	
	Attachment E.4 Security of Personal Property	
	Attachment E.5 Contraband Defined	
	Attachment E.6 Entry Application for Custody Facilities	
	Attachment E.7 Policy of Equality	
	Attachment E.8 Non-Employee Injury Report	
	Attachment E.9 Sample Security Incident Report	
	Attachment F Commissary and Vending Product Master List	
	Attachment F.1 Commissary Housing Menus	
	Attachment F.2 Indigent Kits	
	Attachment F.3 County's Kits and Assortments	
	Attachment F.4 Web Order Menu	
	Attachment F.5 Vending Menu	
	Attachment F.6 Inmate Account Deposit Fee Schedule	
	Attachment G.1 Contractor's Delivery Plan	
	Attachment G.2 Maintenance and Delivery Schedule	
<b>B</b>	Business and Technical Requirements for Commissary and Vending Services	
<b>C</b>	Price Schedule	
<b>D</b>	County's Administration	
<b>E</b>	Contractor's Administration	

## TABLE OF CONTENTS

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
<b>F1</b> Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement	
<b>F2</b> Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement	
<b>F3</b> Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement	
<b>G</b> Safely Surrendered Baby Law	
<b>H</b> Information Security and Privacy Requirements	
H1 Departmental Information Security Requirements	
H2 Compliance with Departmental Encryption Requirements	



**CONTRACT**  
**BY AND BETWEEN**  
**COUNTY OF LOS ANGELES**  
**AND**  
**KEEFE COMMISSARY NETWORK, LLC.**  
**FOR**  
**INMATE COMMISSARY AND VENDING SERVICES**

This Contract (Contract) made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the County of Los Angeles (County), hereinafter referred to as County and Keefe Commissary Network, LLC., hereinafter referred to as "Contractor".

**RECITALS**

WHEREAS, the County may contract with private businesses for Inmate Commissary and Vending Services (Services) when certain requirements are met; and

WHEREAS, Contractor is a private firm specializing in providing Inmate Commissary and Vending Services; and

WHEREAS, Contractor possesses the necessary skills, qualifications, competence, license, and expertise and, therefore, is qualified to perform such Services; and

WHEREAS, the County does not have the requisite staff with the specific skills and expertise necessary to perform the Services; and

WHEREAS, the County is authorized by the California Government Code, Section 31000 to contract for special services, including the Services described herein; and

WHEREAS, based upon an open competitive selection process, the Department has recommended to County's Board of Supervisors the selected Contractor that is prepared and desires to provide to the County the Services as described herein; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## 1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F1, F2, F3, G and H are attached to and form a part of this Contract. 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 Service or otherwise between the base Contract and the Exhibits, or between Exhibits and Attachments, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits and Attachments according to the following priority.

### Standard Exhibits:

Exhibit A	Statement of Work
Attachment A	Contract Discrepancy Report
Attachment B	Performance Requirements Summary Chart
Attachment C.1	Vending Equipment List by Facility
Attachment C.2	Vending Machine Dimensions
Attachment C.3	Vending Machine Phased Installation Plan
Attachment D	System Interfaces
Attachment E.1	Photography and/or Press Relations
Attachment E.2	Grooming and Dress Standards
Attachment E.3	Political Activity
Attachment E.4	Security of Personal Property
Attachment E.5	Contraband Defined
Attachment E.6	Entry Application for Custody Facilities
Attachment E.7	Policy of Equality
Attachment E.8	Non-Employee Injury Report
Attachment E.9	Sample Security Incident Report
Attachment F	Commissary and Vending Product Master List
Attachment F.1	Commissary Housing Menus
Attachment F.2	Indigent Kits
Attachment F.3	County's Kits and Assortments
Attachment F.4	Web Order Menu
Attachment F.5	Vending Menu
Attachment F.6	Inmate Account Deposit Fee Schedule
Attachment G.1	Contractor's Delivery Plan

	Attachment G.2 Maintenance and Delivery Schedule
Exhibit B	Business and Technical Requirements for Commissary and Vending Services
Exhibit C	Price Schedule
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F1	Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement
Exhibit F2	Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement
Exhibit F3	Contractor Non-employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Information Security and Privacy Requirements
	Exhibit H-1 Departmental Information Security Requirements
	Exhibit H-2 Compliance with Departmental Encryption Requirements

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 8.1 (Amendments and Change Notices), below, and signed by authorized representatives of both parties.

## 2.0 DEFINITIONS

### 2.1 Standard Definitions:

The terms and headings in this Paragraph 2.0 (Definitions), whether singular or plural, are listed for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1 Amendment:** Has the meaning set forth in Paragraph 8.1 (Amendments and Change Notices) of this Contract.
- 2.1.2 Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.3 Billing Period:** The period that commences on the first Day of the month and ends on the last Day of that specific month.

- 2.1.4 Business Day:** Monday through Friday, excluding County-observed holidays.
- 2.1.5 Contraband:** Defined within the Department's Custody Manual 5-07/010.00, including, but not limited to, the items listed in Attachment E.5 (Contraband Defined) of Exhibit A (Statement of Work) to this Contract.
- 2.1.6 Contract:** The agreement executed between the County and Contractor. Included are all supplemental agreements amending or extending the Services to be performed. The Contract sets forth the terms and conditions for the issuance and performance of Services and other Work.
- 2.1.7 County Project Director:** Has the meaning specified in Paragraph 6.2.1 (County Project Director). All references to County Project Director will mean, "County Project Director or authorized designee."
- 2.1.8 County Project Manager:** Has the meaning specified in Paragraph 6.2.2 (County Project Manager). All references to County Project Manager will mean, "County Project Manager or authorized designee."
- 2.1.9 Custody Facility(ies):** A facility or facilities used for the detention of persons pending arraignment, during trial and upon a sentence of commitment. This also includes patrol station jails (local detention facilities), court services lock-ups (court holding facilities), and any other location used for detention of persons in the custody of the Department.
- 2.1.10 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.11 Effective Date:** The date this Contract is executed by the County.
- 2.1.12 Essential Tools:** Any tools, keys, equipment, or any other materials necessary to facilitate the performance of duties required under this Contract. However, these Essential Tools must be in compliance with Exhibit A (Statement of Work) of the Contract, Attachment E.4 (Security of Personal Property), and the County has final authority to determine what Essential Tools are allowed within a Custody Facility.
- 2.1.13 Fiscal Year:** The 12-month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.
- 2.1.14 Gross Proceeds:** The total of all monies collected from Contractor's commissary and vending machine sales minus the following items: a) Applicable Taxes, including sales tax and excise taxes, collected or required to be collected by Contractor from purchasers of commissary and vending machine menu items under this Contract, regardless of whether the amount is stated to the purchasers as a separate charge,

provided the amount of such taxes will be shown on Contractor's accounting records, including, but not limited to, invoices and reports as hereinafter required, and b) California Redemption Value, if applicable.

- 2.1.15 Gross Sales:** The total dollar amount of Contractor's sales less the following:
- |                          |                                |
|--------------------------|--------------------------------|
| Hygiene Maintenance Kits | Postage Stamped Envelopes      |
| Indigent Kits            | Postage Stamps                 |
| Pro-per Kits             | Sales Tax                      |
| Emergency Kits Service   | Indigent Reading Glasses       |
| County Gift Assortments  | Pre-paid Vending Machine Cards |
- 2.1.16 Inmate(s):** Any person held or detained in any Department Custody Facility.
- 2.1.17 Inmate Welfare Fund (IWF):** The fund established by the Sheriff under authority of Section 4025 of the California Penal Code.
- 2.1.18 Inmate Communication System and Services (ICSS):** Contract made between the County and Contractor to provide telephone services to County.
- 2.1.19 Jail Information Management System (JIMS):** An Inmate tracking, record keeping and trust accounting software system developed by Syscon Justice Systems, Ltd., and used by the County under County Contract Number 74666.
- 2.1.20 Pro-Per Inmate:** An Inmate recognized by the court as acting as their own legal counsel.
- 2.1.21 Subcontract:** An agreement between Contractor and a third party to provide Services to fulfill this Contract.
- 2.1.22 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, limited liability company (LLC), corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.
- 2.1.23 Term:** Has the meaning set forth in Paragraph 4.0 (Term of Contract), below.
- 2.1.24 Unit Commander:** A Department sworn employee, usually at the rank of Captain, who has the ultimate responsibility for all activities at a specific Custody Facility.

- 2.1.25 Work:** Any and all goods and Services and other Work provided, or to be provided, by or on behalf of Contractor pursuant to this Contract.

### **3.0 WORK**

- 3.1 Pursuant to the provisions of this Contract, Contractor will fully and completely perform, complete, and deliver on time, all Services and other Work as set forth in herein.
- 3.2 If Contractor provides any Services or other Work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of Contractor, and Contractor will have no claim whatsoever against the County.

### **4.0 TERM OF CONTRACT**

- 4.1 The Term of this Contract will be for six years commencing upon execution by the Board, unless sooner terminated or extended, in whole or in part, as provided in this Contract (Initial Term).
- 4.2 The County may, at its sole discretion, extend the Term of this Contract for four one-year periods (each an Option Term), subject to, among others, the County's right to terminate earlier for convenience, default of Contractor, substandard performance of Contractor, non-responsibility of Contractor and any other term or condition of this Contract providing for early termination of this Contract by the County. The County will be deemed to have exercised a one-year extension option automatically, without further act, unless no later than 30 Days prior to the expiration of the Initial Term or then current Option Term, as the case may be, the County notifies Contractor in writing that it elects not to extend this Contract pursuant to this Paragraph 4.0 (Term of Contract). If the County elects not to exercise its option to extend at the end of the Initial Term or then current Option Term, as this case may be, this Contract will expire.

The County maintains a database that track/monitor Contractor performance history. Information entered into such database may be used for a variety of purposes, including determining whether the County will exercise any Contract term extension options.

#### **4.3 Notice of Expiration**

Contractor must notify the County when this Contract is within six months of the expiration of the Term. Upon occurrence of this event, Contractor must send written notification to County Project Director at the address set forth in Exhibit D (County's Administration) to this Contract.

## **5.0 CONTRACT SUM**

### **5.1 Prices and Fees**

#### **5.1.1 Pricing**

The pricing for all commissary and vending menu items is specified in Attachments F (Commissary and Vending Product Master List) and F.3 (County's Kits and Assortments) to Exhibit A (Statement of Work). The pricing for all commissary and vending menu items will be firm and fixed for the first year following the Contract Effective Date. Thereafter, the parties agree to review the pricing for all vending and items annually [as further specified in Paragraph 4.2 (Mandatory Annual Product Cost Comparison) of Exhibit A (Statement of Work)].

#### **5.1.2 County's Percentage of Revenue**

The County will be entitled to receive 39% of the Gross Proceeds from Commissary and Vending Services, as set forth in Exhibit C (Price Schedule) to this Contract.

#### **5.1.3 County's Percentage Discount on Cost of Goods**

Throughout the entire Term of this Contract, the County will be entitled to receive a two percent discount on all goods listed in Attachments F (Commissary and Vending Product Master List) and F.3 (County's Kits and Assortments), including any new items added. Contractor's discounted price percentage will be applied to the average retail pricing from three local retailers or pricing from manufacturer/supplier (as applicable), as further specified in Paragraphs 4.1.1, 4.1.6 (New Products) and 9.14.15 of Exhibit A (Statement of Work) and as set forth in Exhibit C (Price Schedule) to this Contract.

### **5.2 Written Approval for Reimbursement**

Contractor will not be entitled to payment or reimbursement for any Services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as explicitly specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur without the County's express prior written approval.

### **5.3 No Payment for Services Provided Following Expiration-Termination of Contract**

Contractor may not assert any claims against the County for payment of any money or reimbursement, of any kind whatsoever, for any Service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it will immediately notify the County and must

immediately repay all such funds to the County. Payment by the County for Services rendered after expiration-termination of this Contract will not constitute a waiver of the County's right to recover such payment from Contractor. This provision will survive the expiration or other termination of this Contract.

## **5.4 Invoices and Payments**

### **5.4.1 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 will the County be liable or responsible for any payment prior to such written approval.

### **5.4.2 Details**

#### **5.4.2.1 Scantron and URL/Tablet Orders**

- a. Contractor must submit a monthly invoice detailing Gross Sales for the prior monthly billing period to County Project Manager by the date mutually agreed upon by the County and Contractor. Invoice(s) must indicate the following line items: Gross Sales, County Percentage of Revenue, sales tax and CRV (if applicable). Invoice(s) must also include the following:
  - i. Contract number,
  - ii. Contractor's address and phone number,
  - iii. Invoice date, and
  - iv. Invoice amount.
- b. Additionally, an electronic spreadsheet of all orders sorted by Inmate name and all items delivered in the scantron order, must be sent via e-mail to County Project Manager. As a minimum, the listing must include: Inmate's name, booking number, product ID, product description, unit price, quantity delivered, total sales tax, and total price. Upon the County's request and when necessary, Contractor must provide the written/hard copy of the listing.
- c. Contractor must submit separate monthly invoices, summarizing a list of charges for Hygiene Maintenance Kits, Indigent Kits, Pro-Per Sales, Emergency Kits, County Gift Assortments, and Haircuts to County Project Manager by the date mutually agreed upon by the County and Contractor.



#### **5.4.2.2 Web Orders and Inmate Account Deposits**

Contractor must submit a monthly summary of all Web order sales and Inmate Account Deposits, which must include, but not be limited to, the following information:

- i. Inmate booking number,
- ii. Inmate name, and
- iii. Web Orders (as applicable)
  - Items ordered,
  - Sales amount per order, and
  - Monthly Gross sales.
- iv. Inmate Account Deposits (as applicable)
  - Amount deposited.

#### **5.4.2.3 Vending Sales**

Attached to the monthly invoice(s) and reports must be a listing, sorted by vending machine location and vending machine number, which must include, but not be limited to, the following information:

- i. Vending machine location,
- ii. Vending machine number,
- iii. All items and quantities sold by vending machine number,
- iv. Total sales tax by vending machine number and location, and
- v. Total sales by vending machine number and location.

5.4.2.4 The County will not pay restocking charges for returned or undeliverable commissary orders.

5.4.2.5 Contractor is responsible for reporting and submitting all applicable sales tax and revenue to the proper state and federal agencies.

5.4.2.6 The County, in its sole discretion, may require that additional information be added/removed and/or attached to the monthly invoices and reports. The County also reserves the right to request additional information from Contractor to substantiate the information and amounts set forth on the monthly invoices and reports.

#### **5.4.3 Payment – Scantron, URL/Tablet, and Vending Sales**

5.4.3.1 The County will pay Contractor's invoice(s) within 30 Days from the date of receipt of invoice. The obligation of the County's invoice payment will be limited and contingent upon the reconciliation of Contractor's invoice(s) and the County's records.

- 5.4.3.2 In the event that an audit(s) shows that Inmate(s) payments transmitted by the County to Contractor exceeds the actual amount due to Contractor, Contractor must return the overcharge within 15 Days from date on notice of such overpayment. Such monies must be deposited back into the Inmate Welfare Fund (IWF). In instances where overpayment is attributable to Contractor negligence, or a similar failing, an assessment of 15% of such overpayment, as determined by County Project Manager, within 30 Days from date on notice of such overpayment and will similarly be deposited back into the IWF.

#### **5.4.4 Contractor Web Order Payment**

- 5.4.4.1 Contractor must forward to the County, in compliance with the requirements of the County Treasurer/Tax Collector, 39% of Gross Sales from all Web order sales, less tax and credits for undeliverable orders.
- 5.4.4.2 Payment must be in a form of a check issued and payable to "Los Angeles County Sheriff's Department – Inmate Welfare Fund" which must be mailed or otherwise delivered to County Project Director set forth in Exhibit D (County's Administration) to this Contract.
- 5.4.4.3 Contractor must pay the County the amount set forth on Contractor's report [refer to Paragraph 5.1.2.4 (Web Order Delivery Summary) of Exhibit A (Statement of Work)] by the tenth Day of the month following the month in which Services were provided, unless otherwise specified by County Project Director. In the event Contractor does not submit payment on or before the due date specified above, a late payment penalty of ten percent may be assessed.
- 5.4.4.4 In the event that an audit(s) shows that Contractor payments submitted to the County are less than the actual amount due to the County, Contractor must forward the undercharge within 15 Days from date on notice of such underpayment. Such monies will be deposited into the IWF. In instances where underpayment is attributable to Contractor negligence, or a similar failing, an assessment of 15% of such underpayment, as determined by County Project Manager, within 30 Days from the date on notice of such underpayment and will similarly be deposited into the IWF.
- 5.4.4.5 In the event that an audit(s) shows that Contractor payments submitted to the County are more than the actual amount due to the County, the County will reimburse Contractor within 30

Days of notice, using monies from the IWF. In instances where overpayment is attributable to Contractor negligence, or a similar failing, an assessment of 15% of such overpayment, as determined by County Project Manager, within 30 Days from the date on notice of such overpayment and will similarly be deposited into the IWF.

## **5.5 Intentionally Omitted**

## **5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

- 5.6.1 The County has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the County Auditor-Controller (A-C).
- 5.6.2 Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.6.4 At any time during the duration of this Contract, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve any exemption requests.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **6.1 County Administration**

All persons administering this Contract on behalf of the County and described in this Paragraph 6.0 (Administration of Contract – County), are identified in Exhibit D (County's Administration) to this Contract. Unless otherwise specified, reference to each of the persons listed in such Exhibit D (County's Administration) will also include any authorized designee. The County will notify Contractor in writing of any change in the names and/or addresses of the persons listed in Exhibit D (County's Administration) to this Contract.

No member of the County is authorized to make any changes in any of the terms and conditions of this Contract other than those specifically authorized under Paragraph 8.1 (Amendments and Changes Notices) below.

## **6.2 County's Personnel**

### **6.2.1 County Project Director**

County Project Director will be responsible for ensuring that the objectives of this Contract are met and for overseeing this Contract in general. County Project Director will have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

### **6.2.2 County Project Manager**

County Project Manager will be responsible for ensuring that the technical, business and operational standards and requirements of this Contract are met. County Project Manager will interface with Contractor's Project Manager on a regular basis. County Project Manager will report to County Project Director regarding Contractor's performance with respect to technical, business and operational standards and requirements of this Contract. Unless specified otherwise, County Project Manager will be the presumptive designee of County Project Director.

## **6.3 County Personnel, Other**

All County personnel assigned to this Contract will be under the exclusive supervision of the County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of the County. Contractor hereby represents that its price and performance hereunder are based solely on the Work of Contractor's personnel, except as otherwise expressly provided in this Contract.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor Administration**

All persons administering this Contract on behalf of Contractor and described in this Paragraph 7.0 (Administration of Contract – Contractor), are identified in Exhibit E (Contractor's Administration) to this Contract. All staff employed by and/or on behalf of Contractor, including the persons listed in such Exhibit E (Contractor's Administration) to this Contract, must be adults who are 18 years of age or older, authorized to work in the United States, and fully fluent in both spoken and written English. Contractor must notify the County in writing of any change in the names and/or addresses of Contractor Personnel.

### **7.2 Contractor's Personnel**

#### **7.2.1 Contractor Project Director**

Contractor Project Director is responsible for Contractor's performance of all Work and ensuring Contractor's compliance with this Contract. Contractor's Project Director must meet and confer with County Project Director on a regular basis as required by County and specified in Exhibit A (Statement of Work) to this Contract. Such meetings will be conducted

via teleconference or in person at a time and place agreed to by County Project Director and Contractor's Project Director.

#### **7.2.2 Contractor Project Manager**

Contractor's Project Manager is responsible for Contractor's day-to-day activities as related to this Contract. Contractor's Project Manager must communicate with County Project Manager on a regular basis and must be available during Business Days, or as otherwise required by the County and this Contract, to teleconference and/or to meet with County personnel regarding the operation of this Contract, as required by County Project Director. Contractor's Project Manager must meet and confer with County Project Director on a regular basis, at least weekly or as otherwise required by the County. Such meetings will be conducted via teleconference or in person at a time and place agreed to by the parties.

#### **7.2.3 Regular Management Meetings**

Contractor Project Director and/or Contractor Project Manager must attend regularly scheduled management meetings, including bi-monthly vendor forum meetings. Contractor must present a monthly overview of commissary and vending sales, trends, and contemporary commissary and vending issues, which may include, but are not limited to: sale spikes, billing, Inmate complaints, machine maintenance, theft, security concerns involving vending machines, and any other problems discovered by the County or Contractor. Contractor Project Director and/or Contractor Project Manager may also be required to attend other meetings with County Project Director, at the request of the County.

### **7.3 Approval of Contractor's Staff**

7.3.1 In fulfillment of its responsibilities under this Contract, Contractor must only utilize, or permit the utilization of, staff who are fully trained and experienced in the Services. Contractor must supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.

7.3.2 The County will have the right to approve or disapprove each member or proposed member of Contractor's staff providing Services or on-site Work to the County under this Contract or with access to any County data or information, including County's confidential information, and other County materials, prior to and during their performance of any Work hereunder, as well as to approving or disapproving any proposed deletions from or other changes in such Contractor staff. County Project Manager, exercising reasonable discretion may require replacement of any member of Contractor staff performing or offering to perform Work hereunder.

- 7.3.3 In addition, Contractor must provide to County Project Director an executed Confidentiality and Assignment Agreement (Exhibit F2 (Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement) of this Contract), for each member of Contractor's staff performing Work under this Contract on or immediately after the effective date, but in no event later than the date such member of Contractor staff first performs Work under this Contract.
- 7.3.4 In the event Contractor should ever need to remove any member of Contractor staff from performing Work under this Contract, Contractor must provide the County with notice at least 15 Days in advance, except in circumstances when such notice is not possible. Should the County be dissatisfied with any member of Contractor staff during the Term of the Contract, Contractor must replace such person with another whose qualifications satisfy the County.

#### **7.4 Contractor's Staff Identification**

- 7.4.1 Contractor, at Contractor's sole expense, must provide each member of the staff assigned to this Contract with a visible photo identification badge in accordance with the County's specifications. Identification badge specifications may change at the sole 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 Contractor implementing the use of the badge. Contractor's staff, while on duty or when entering a Custody Facility or its grounds, will prominently display the photo identification badge on the upper part of the body.
- 7.4.2 Contractor must notify the County within one Business Day when staff is terminated from Work under this Contract.
- 7.4.3 Contractor is responsible for the immediate retrieval and destruction of County-approved photo identification badges belonging to Contractor's staff terminated from performing Services under this Contract.
- 7.4.4 If the County requests the removal of Contractor's staff, Contractor must retrieve and immediately destroy Contractor staff's photo identification badge at the time of removal of Work under this Contract, if applicable.

#### **7.5 Background and Security Investigations**

- 7.5.1 All Contractor's staff performing Work under this Contract, must undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing Work under this Contract.
- Such background investigation will be administered by the Department. The background investigation will be obtained through fingerprints submitted to the California Department of Justice to include state, local

and federal-level review, which may include, but not be limited to, criminal conviction information and a security clearance.

County Project Director will schedule the background investigation with the Department's Religious and Volunteer Services (RVS) Unit as specified in Paragraph 3.2.2.2 (Background and Security Clearance) of Exhibit A (Statement of Work) to this Contract. All fees associated with obtaining the background information are borne by Contractor regardless of whether Contractor's staff passes or fails the background clearance investigation.

- 7.5.2 The County may immediately, in its sole discretion, deny or terminate all access to both physical facilities and County systems and/or data, to any Contractor's staff, including Subcontractor staff, who do not pass such background investigation(s) to the satisfaction of the County and/or whose background or conduct is incompatible with the County's facility access.
- 7.5.3 These terms will also apply to Subcontractors of County Contractors.
- 7.5.4 Disqualification, if any, of Contractor's staff, including Subcontractors' staff, pursuant to this Paragraph 7.5 (Background and Security Investigations) will not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

## **7.6 Confidentiality and Security**

### **7.6.1 Confidential Information**

Each party will protect, secure and keep confidential all records, materials, documents, data and/or other information, including, but not limited to, billing and sensitive financial information, County records, data and information, County materials, personally identifiable and health information, and any other data, records and information, received, obtained and/or produced under the provisions of this Contract (hereinafter "Confidential Information"), in accordance with the terms of this Contract and all applicable federal, state or local laws, regulations, ordinances and publicly available guidelines and directives relating to confidentiality. As used in this Contract, the term "Confidential Information" will also include records, materials, data and information deemed confidential by the County or the applicable law under Paragraph 7.7 (Rules and Regulations) of this Contract. Each party will use whatever appropriate security measures are necessary to protect such Confidential Information from loss, damage and/or unauthorized dissemination by any cause, including but not limited to fire and theft.

Contractor must inform all its officers, employees, agents and Subcontractors providing Work hereunder of the confidentiality provisions of this Contract. Contractor must ensure that all its officers,

employees, agents and Subcontractors performing Work hereunder have entered into confidentiality agreements no less protective of the County than the terms of this Contract, including this Paragraph 7.6.1 and Exhibit F2 (Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement). Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is solely responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to which Contractor discloses any of County's Confidential Information.

#### **7.6.2 Disclosure of Information**

With respect to any of County's Confidential Information or any other records, materials, data or information that is obtained by Contractor (hereinafter collectively for the purpose of this Paragraph "information"), Contractor must: i) not use any such information for any purpose whatsoever other than carrying out the express terms of this Contract, ii) promptly transmit to the County all requests for disclosure of any such information, iii) not disclose, except as otherwise specifically permitted by this Contract, any such information to any person or organization other than the County without prior written approval of County Project Director in consultation with County's Chief Information Security Officer and/or Chief Privacy Officer, and iv) at the expiration or termination of this Contract, return all such information to the County or maintain such information according to the written procedures provided or made available to Contractor by the County for this purpose. If required by a court of competent jurisdiction or an administrative body to disclose County Information, Contractor must notify County Project Director immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

#### **7.6.3 Disclosure Restrictions of Non-Public Information**

While performing Work under this Contract, Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in Board Policy 6.104 – Information Classification Policy as NPI. The Contractor must not disclose or publish any County NPI and material received or used in performance of this Contract. This disclosure obligation is perpetual for Contractor, its officers, employees, agents and Subcontractors.



## **7.6.4 Security**

### **7.6.4.1 System Security**

Notwithstanding anything to the contrary herein, Contractor must provide all Work utilizing security technologies and techniques in accordance with the latest industry standards, Contractor's best practices and applicable County security policies, procedures and requirements provided by County to Contractor in writing as part of the RFP (and incorporated by this reference), this Contract or otherwise as required by law, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks. Without limiting the generality of the foregoing, Contractor must implement and use network management and maintenance applications and tools and fraud prevention and detection and encryption technologies and prevent the introduction of any disabling device into the network. In no event will Contractor's actions or inaction result in any situation that is less secure than the security that Contractor then provides for its own systems and data.

### **7.6.4.2 Data Security**

Contractor hereby acknowledges the right of privacy of all persons whose information is stored in Contractor's data or any other County data. Contractor must protect, secure and keep confidential all data in compliance with all federal, state and local laws, rules, regulations, ordinances, guidelines and directives relating to confidentiality and information security, including any breach of the security of their data, such as any unauthorized acquisition of data that compromises the security, confidentiality or integrity of personally identifiable information. Further, Contractor must take all reasonable actions necessary or advisable to protect all data in its possession, custody or control from loss or damage by any cause, including fire, theft or other catastrophe. In addition, if requested by County Project Director, Contractor must provide notification to all persons whose unencrypted personal information was, or is reasonably believed to have been acquired by any unauthorized person, and the content, method and timing of such notification will be subject to the prior approval of County Project Director. Contractor must not use data for any purpose or reason other than to fulfill its obligations under this Contract.

## **7.6.5 Protection of Electronic County Information – Data Encryption**

Contractor that electronically transmits or stores Personal Information (hereinafter “PI”), Protected Health Information (hereinafter “PHI”) and/or Medical Information (hereinafter “MI”) must comply with the encryption standards set forth below and incorporated into this Contract and all Amendments thereto (collectively, the “Encryption Standards”), as required by Board Policy Number 5.200 (hereinafter “Policy”). For purposes of this Paragraph 7.6.5, “PI” is defined in California Civil Code Section 17910.29(g); “PHI” is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations; and “MI” is defined in California Civil Code Section 56.05(j).

### **7.6.5.1 Encryption Standards – Stored Data**

Contractor’s and Subcontractors’ workstations and portable devices that are used to access, store, receive and/or transmit County PI, PHI or MI (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e., software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2, (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3), (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

Contractor’s and Subcontractors’ use of remote servers (e.g., cloud storage, Software-as-a-Service or SaaS) for storage of County PI, PHI and/or MI will be subject to written pre-approval by the County’s Chief Executive Office.

### **7.6.5.2 Encryption Standards – Transmitted Data**

All transmitted (e.g., network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations, and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

#### **7.6.5.3 Definition References**

- a. As used in this Policy, the phrase “Personal Information” will have the same meaning as set forth in subdivision (g) of California Civil Code section 17910.29.
- b. As used in this Policy, the phrase “Protected Health Information” will have the same meaning as set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations.
- c. As used in this Policy, the phrase “Medical Information” will have the same meaning as set forth in subdivision (j) of California Civil Code section 56.05.

#### **7.6.5.4 Compliance**

By executing this Contract, Contractor (on behalf of itself and any and all County-approved Subcontractors) certifies its compliance with the Policy and the data encryption requirements specified in this Paragraph 7.6.5 (Protection of Electronic County Information – Data Encryption) as of the Effective Date of this Contract, during the Term of this Contract and for as long as Contractor (or any of its Subcontractors) is in possession of County PI, PHI, and/or MI. In addition to the foregoing, Contractor must maintain any validation or attestation reports that it or its County-approved Subcontractors’ data encryption product(s) generate, and such reports will be subject to audit in accordance with this Contract. The County requires that, if non-compliant, Contractor develop and execute a corrective action plan. Failure on the part of Contractor to comply with any of the provisions of this Paragraph 7.6.5.4 will constitute a material breach of this Contract, upon which County may terminate or suspend this Contract, deny Contractor access to County IT resources and/or take such other actions as deemed necessary or appropriate by County.

#### **7.6.5.5 No Policy Exceptions**

There are no exceptions to this Policy, except those expressly approved by the Board in writing.

#### **7.6.6 Remedies**

Contractor acknowledges that a breach by Contractor of this Paragraph 7.6 (Confidentiality and Security) may result in irreparable injury to the County that may not be adequately compensated by monetary damages and that, in addition to the County’s other rights under this Paragraph 7.6 and at law and in equity, the County will have the right to seek

injunctive relief to enforce the provisions of this Paragraph 7.6 (Confidentiality and Security). The provisions of this Paragraph 7.6 (Confidentiality and Security) will survive the expiration and/or termination of this Contract.

Contractor must take all reasonable actions necessary or advisable to protect the interface module from unauthorized access, disclosure, modification, disruption or destruction by any cause. Contractor will bear the full risk of unauthorized access, disclosure, modification, disruption or destruction to the interface module and any data by any cause other than causes resulting from force majeure or the County's sole fault.

## **7.7 Rules and Regulations**

During the time when Contractor's employees, Subcontractors or agents are at County facilities, such persons will be subject to the applicable rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide Work, with such rules and regulations. In the event that the County determines that an employee, Subcontractor or agent of Contractor has violated any applicable rule or regulation, the County will notify Contractor, and Contractor must undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor must permanently withdraw its employee, Subcontractor or agent from the provision of Work upon receipt of written notice from the County that: (i) such employee, Subcontractor or agent has violated such rules or regulations; or (ii) such employee's, Subcontractor's or agent's actions, while on County premises, indicate that the employee, Subcontractor or agent may adversely affect the provision of Work. Upon removal of any employee, Subcontractor or agent, Contractor must immediately replace the employee, Subcontractor or agent and must continue uninterrupted Work hereunder.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments and Change Notices**

#### **8.1.1 General**

No representative of either the County or Contractor, including those named in this Contract, is authorized to make any changes to any of the terms, obligations, or conditions of this Contract, except through the procedures set forth in this Paragraph 8.1 (Amendments and Change Notices). Any changes to this Contract, including any portion of the Work provided under this Contract, will be accomplished only as provided in this Paragraph 8.1 (Amendments and Change Notices).

#### **8.1.2 Amendments**

Except as otherwise provided in this Contract, for any change requested by the County which materially affects the scope of Work, Term,

payments or any other term or condition included in this Contract, an Amendment to this Contract will be executed by the County Board of Supervisors and Contractor's authorized representative(s).

### **8.1.3 Change Notices**

For any change requested by the County which does not materially affect the scope of Work, Term, payments or any term or condition of this Contract, a written notice of such change (hereinafter Change Notice) will be prepared by the Department and provided by County Project Director to Contractor for acknowledgement or execution, as applicable.

- 8.1.4 Notwithstanding the foregoing, the Sheriff or his authorized designee, is specifically authorized to issue Contract non-renewal notices for the Option Terms. Furthermore, the Sheriff is specifically authorized to prepare and execute Amendments on behalf of the County to: i) add and/or update terms and conditions as required by the Board or the Chief Executive Office, ii) execute any of the Option Terms if it is in the best interest of the County, and iii) effect assignment of rights and/or delegation of duties as required under Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions) below.

## **8.2 Assignment and Delegation/Mergers or Acquisitions**

- 8.2.1 Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law practicably allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of the County in its sole discretion and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at the County's sole discretion, against the claims, which Contractor may have against the County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other

mechanism, with or without consideration for any reason whatsoever without the County's prior express written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against Contractor in the event of default by Contractor.

### **8.3 Authorization Warranty**

Contractor represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract, and that all requirements of Contractor have been fulfilled to provide such actual authority.

### **8.4 Budget Reductions**

In the event that the Board adopts, in any Fiscal Year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that Fiscal Year and any subsequent Fiscal Year during the entire Term of this Contract (including any extensions), and the Services to be provided by Contractor under this Contract may also be reduced correspondingly. The County's notice to Contractor regarding said reduction in payment obligation will be provided within 30 Days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor must continue to provide all of the Services set forth in this Contract.

### **8.5 Complaints**

Contractor must develop, maintain and operate procedures for receiving, investigating, and responding to complaints.

#### **8.5.1 Complaint Procedures**

- 8.5.1.1 Within 30 Business Days after the Contract effective date, Contractor must provide the County with Contractor's policy for receiving, investigating and responding to County complaints.
- 8.5.1.2 The County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 8.5.1.3 If the County requests changes in Contractor's policy, Contractor must make such changes and resubmit the plan within five Business Days for County approval.
- 8.5.1.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor must submit proposed changes to the County for approval before implementation.

- 8.5.1.5 Contractor must preliminarily investigate all complaints and notify County Project Manager of the status of the investigation within two Business Days of receiving the complaint.
- 8.5.1.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.1.7 Copies of all written responses will be sent to County Project Manager within five Business Days of mailing to the complainant.

## **8.6 Compliance with Applicable Law**

- 8.6.1 In the performance of this Contract, Contractor must comply with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor must indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 (Compliance with Applicable Law) must be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including without limitation, County Counsel, and receive reimbursement from Contractor for all such costs and expenses incurred by the County in doing so. Contractor has no right or authority to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.
- 8.6.3 Contractor certifies and agrees that it fully complies with all applicable requirements of the County's regulations, as well as rules, ordinances, court rules, municipal laws, directives and policies issued pursuant to

the enabling statute(s) and/or state or federal regulation or law applicable to the Work and Contractor's County-approved Subcontractors' provision thereof. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code), the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) and compliance with Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Contractor is responsible for staying apprised of any and all relevant changes in the law, including but not limited to, rules, ordinances, court rules, municipal laws, directives and policies issued pursuant to the enabling statute(s) and/or state or federal regulation or law. Contractor must also comply with all applicable ordinances, rules, policies, directives, and procedures issued or adopted by the County applicable to the Work and Contractor's County-approved Subcontractors' provision thereof for which Contractor is provided actual or constructive notice. The County reserves the right to review Contractor's procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the state and the federal government, as applicable to this Contract.

- 8.6.4 Failure by Contractor to comply with such laws and regulations will be material breach of this Contract and may result in termination or suspension of this Contract.

## **8.7 Compliance with Civil Rights Laws**

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, Contractor certifies to the County:

- a. That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- b. That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- c. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- d. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.



## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program**

This Contract is subject to the provisions of the 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.

### **8.8.2 Written Employee Jury Service Policy**

8.8.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor must have and adhere to a written policy that provides that its Employees must receive from Contractor, on an annual basis, no less than five 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 Employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this Paragraph, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the 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: i) the lesser number is a recognized industry standard as determined by the County, or ii) 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 the County under this Contract, Subcontractor is also subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such Subcontract agreement and a copy of the Jury Service Program will be attached to the agreement.

8.8.2.3 If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor must have a continuing obligation to review the applicability of its

“exception status” from the Jury Service Program, and Contractor must immediately notify the 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 must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate, to the County’s satisfaction, that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.

8.8.2.4 Contractor’s violation of this Paragraph may constitute a material breach of this Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

## **8.9 Conflict of Interest**

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of Work hereunder will in any way participate in the County’s approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such Work.
- 8.9.2 Contractor must comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the Term of this Contract. Contractor warrants that it is not now aware of any facts that 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 must immediately make full written disclosure of such facts to County Project Director. Full written disclosure will include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph will be a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.9.3 The terms and procedures of this Paragraph 8.9 will also apply to Subcontractors, consultants and partners of Contractor performing Work under this Contract.

#### **8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List**

Should Contractor require additional or replacement personnel after the Effective Date of this Contract to perform the Services set forth herein, Contractor will give first 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 entire Term of this Contract.

#### **8.11 Consideration of Hiring GAIN/START Participants**

8.11.1 Should Contractor require additional or replacement personnel after the Effective Date of this Contract, Contractor must give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that Contractor will interview qualified candidates. County will refer GAIN/START participants by job category to Contractor. Contractors must report all job openings with job requirements to: [GAINSTART@DPSS.LACOUNTY.GOV](mailto:GAINSTART@DPSS.LACOUNTY.GOV) and [BSERVICES@OPPORTUNITY.LACOUNTY.GOV](mailto:BSERVICES@OPPORTUNITY.LACOUNTY.GOV) and DPSS will refer qualified GAIN/START job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

#### **8.12 Contractor Responsibility and Debarment**

##### **8.12.1 Responsible Contractor**

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

##### **8.12.2 Chapter 2.202 of the County Code**

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

### **8.12.3 Non-responsible Contractor**

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

### **8.12.4 Contractor Hearing Board**

8.12.4.1 If there is evidence that Contractor may be subject to debarment, County Project Director 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.

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

8.12.4.3 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 will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.4.4 If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five 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 Contractor has adequately demonstrated one or more of the following: i) elimination of

the grounds for which the debarment was imposed, ii) a bona fide change in ownership or management, iii) material evidence in favor of Contractor is discovered after debarment was imposed, or iv) any other reason that is in the best interests of the County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where: i) Contractor has been debarred for a period longer than five years, ii) the debarment has been in effect for at least five years, and iii) 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

#### **8.12.5 Subcontractors of Contractor**

These terms and procedures will also apply to Subcontractors, consultants and partners of Contractor performing Work under this Contract.

#### **8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit G (Safely Surrendered Baby Law) to this Contract, in a prominent position at Contractor's place of business. Contractor must also encourage its Subcontractors, if any, to post this poster in a prominent position in Subcontractor's place of business. Information and posters for printing are available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

#### **8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

- 8.14.1 Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and must, during the Term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.15 County's Quality Assurance Plan**

- 8.15.1 The County, or its agent(s), will monitor Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board and listed in the appropriate Contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

#### **8.16 Damage to County Facilities, Buildings or Grounds**

- 8.16.1 Contractor must repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor, or its employees or agents. Such repairs will be made immediately after Contractor has become aware of such damage, but in no event later than 30 Days after the occurrence.
- 8.16.2 If Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs will be repaid by Contractor by cash payment upon demand or without limitation of all County's other rights

and remedies provided by law or under this Contract, the County may deduct such costs from any amounts due to Contractor from the County under this Contract.

#### **8.17 Employment Eligibility Verification**

8.17.1 Contractor and its Subcontractors warrant that they fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under this Contract meet the citizenship or alien status requirements set forth in federal and state statutes and regulations. Contractor must obtain, from all its and Subcontractors performing Work hereunder, all verification and other documentation of employment eligibility status required by federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor will retain all documentation for all covered employees for the period prescribed by law.

8.17.2 Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or the County or both in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Contract.

#### **8.18 Counterparts and Electronic Signatures and Representations**

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and Change Notices prepared pursuant to Paragraph 8.1 (Amendments and Change Notices) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments and Change Notices to this Contract.

#### **8.19 Fair Labor Standards**

Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its elected officials, agents, officers, and employees from any and all liability, including, but not limited to: wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including

but not limited to: the Federal Fair Labor Standards Act, for Work performed by Contractor's employees or Subcontractor personnel for which the County may be found jointly or solely liable.

## **8.20 Force Majeure**

- 8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events 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 such party (such events are referred to in this Paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a Subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable 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. As used in this Paragraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 Governing Law, Jurisdiction, and Venue**

This Contract will be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County. For claims that are subject to exclusive federal subject matter jurisdiction, Contractor agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California.

## **8.22 Independent Contractor Status**

- 8.22.1 This Contract is by and between the County and Contractor and is not intended, and will not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and Contractor. The employees and agents of one



party will not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

- 8.22.2 Contractor will be solely liable and responsible for providing to, or on behalf of, all its agents, servants or employees performing Work pursuant to this Contract any and all compensation and benefits. The County will 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.
- 8.22.3 Contractor understands and agrees that all persons performing Work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of the County. Contractor is solely liable and responsible for furnishing all Workers' Compensation benefits to all its agents, servants, or employees as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to this Contract.

### **8.23 Indemnification**

Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

### **8.24 General Provisions for all Insurance Coverage**

- 8.24.1 Without limiting Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 (General Provisions of all Insurance Coverage) and 8.25 (Insurance Coverage) of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Contract.

#### **8.24.2 Evidence of Coverage and Notice to County**

- 8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined

below) has been given Insured status under Contractor's General Liability policy, must be delivered to the County as stated in Paragraph 8.24.2.5 below and provided prior to commencing Services under this Contract.

- 8.24.2.2 Renewal Certificates must be provided to the County not less than ten Days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- 8.24.2.3 Certificates must identify all required insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The insured party named on the Certificate must match the name of Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County required endorsement forms.
- 8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the required insurance provisions.
- 8.24.2.5 Certificates and copies of any required endorsements must be sent to the County's Contract Compliance Manager identified in Exhibit D (County's Administration) to this Contract.
- 8.24.2.6 Contractor also must promptly report to the County any injury or property damage accident or incident, including any injury to Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify the County of any third-party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or the County.

#### **8.24.3 Additional Insured Status and Scope of Coverage**

The County, its Special Districts, Elected Officials, Officers, Agents, employees, and volunteers (collectively the County and its Agents) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents additional insured status must apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.4 Cancellation of or Changes in Insurance**

Contractor must provide the County with, or Contractor's insurance policies must contain a provision that the County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice will be provided to the County at least ten Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.24.5 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the required insurance will constitute a material breach of this Contract, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

#### **8.24.6 Insurer Financial Ratings**

Coverage must be placed with insurers acceptable to the County with A.M. Best ratings of not less than A: VII unless otherwise approved by the County.

**8.24.7 Contractor's Insurance Must Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.

**8.24.8 Waivers of Subrogation**

To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against the County under all the Required Insurance for any loss arising from or relating to this Contract. Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

**8.24.9 Subcontractor Insurance Coverage Requirements**

Contractor must include all Subcontractors as insureds under Contractor's own policies or must provide the County with each Subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein and must require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor must obtain the County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

**8.24.10 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR.

**8.24.11 Claims Made Coverage**

If any part of the required insurance is written on a claims made basis, any policy retroactive date will precede the Effective Date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three years following Contract expiration, termination, or cancellation.

**8.24.12 Application of Excess Liability Coverage**

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies to satisfy the required insurance provisions.

**8.24.13 Separation of Insureds**

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.)

separation of insureds provision with no insured versus insured exclusions or limitations.

#### **8.24.14 Alternative Risk Financing Programs**

The County reserves the right to review and then approve Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the required insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

#### **8.24.15 County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the required insurance provisions, conditioned upon the County's determination of changes in risk exposures.

### **8.25 Insurance Coverage**

#### **8.25.1 Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million

#### **8.25.2 Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

#### **8.25.3 Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to the County at least ten Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged

to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

#### **8.25.4 Unique Insurance Coverage**

##### **8.25.4.1 Crime Coverage**

A Fidelity Bond or Crime Insurance policy with limits of not less than \$2 million per occurrence. Such coverage must protect against all loss of money, securities, or other valuable property entrusted by the County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents must be named as Loss Payee as its interests may appear. This insurance must include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and must not contain a requirement for an arrest and/or conviction.

##### **8.25.4.2 Cyber Liability Insurance**

Contractor must secure and maintain cyber liability insurance coverage with limits of \$2 million per occurrence and \$1 million in the aggregate during the Term of this Contract, including coverage for: network security liability, privacy liability, privacy regulatory proceeding, defense, response, expenses and fines, technology professional liability (errors and omissions), privacy breach expense reimbursement (liability arising from the loss or disclosure of County information no matter how it occurs), system breach, denial or loss of service, introduction, implantation, or spread of malicious software code, unauthorized access to or use of computer systems, and data/information loss and business interruption, any other liability or risk that arises out of this Contract. Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

## **8.26 Liquidated Damages**

- 8.26.1 If, in the judgment of the Sheriff or his authorized designee, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Sheriff, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for Work not performed. A description of the Work not performed and the amount to be withheld or deducted from payments to Contractor from the County, will be forwarded to Contractor by the Sheriff or his authorized designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Sheriff, or his authorized designee, determines that there are deficiencies in the performance of this Contract that the Sheriff or his authorized designee, deems are correctable by Contractor over a certain time span, the Sheriff or his authorized designee, will provide a written notice, using Attachment A (Contractor Discrepancy Report) to Exhibit A (Statement of Work) to this Contract, to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the Sheriff or his designee, may:
  - 8.26.2.1 Deduct from Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum, and/or
  - 8.26.2.2 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 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 \$100 per day per infraction, or as specified in Attachment B (Performance Requirements Summary (PRS) Chart) to Exhibit A (Statement of Work) hereunder, and that Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to Contractor, and/or
  - 8.26.2.3 Upon giving five Days notice to 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 Contractor from the County, as determined by the County.
- 8.26.3 The action noted in Paragraph 8.26.2 above, must not be construed as a penalty, but as 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 Contract.

- 8.26.4 This Paragraph 8.26 will not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in Attachment B (Performance Requirements Summary (PRS) Chart) or Paragraph 8.26.2 above, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 Most Favored Public Entity**

If at any time throughout the Term of this Contract, Contractor's transaction fees for Commissary web orders and/or Inmate account deposits decline, under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the state or to any other state, county or municipality at prices below those set forth in this Contract, then such lower prices must be immediately extended to the County. The County will have the right, at the County's expense, to utilize a County auditor or an independent auditor to verify Contractor's compliance with this Paragraph 8.27 by review of Contractor's books and records.

## **8.28 Nondiscrimination and Affirmative Action**

- 8.28.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and must be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations.
- 8.28.2 Contractor certifies to the County each of the following:
- a. That Contractor has a written policy statement prohibiting discrimination in all phases of employment,
  - b. That Contractor periodically conducts a self-analysis or utilization analysis of its work force,
  - c. That Contractor has a system for determining if its employment practices are discriminatory against protected groups, and
  - d. Where problem areas are identified in employment practices, that Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.28.3 Contractor must 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, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action must include, but is not limited to,



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.

- 8.28.4 Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to, or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable federal and state laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 Contractor must allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated. In addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or state anti-discrimination laws or regulations will constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of \$500 for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.
- 8.28.9 The terms and procedures of this Paragraph will also apply to Subcontractors, consultants and partners of Contractor performing Work under this Contract.

## **8.29 Non Exclusivity**

Nothing herein is intended nor will be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict the County from

acquiring similar, equal or like goods and/or Services from other entities or sources.

Notwithstanding the above, Contractor has the exclusive 3<sup>rd</sup> party right to provide Inmate account deposit Services for the County and the exclusive right to collect and receive money handling fees associated with the Inmate account deposit Services, as further specified in Paragraph 9.9.4.15 of the Exhibit A (Statement of Work).

### **8.30 Notice of Delays**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party will, within one Business Day, give notice thereof, including all relevant information with respect thereto, to the other party.

### **8.31 Notice of Disputes**

Contractor will bring to the attention of County Project Manager any dispute between the County and Contractor regarding the performance of Services as stated in this Contract. If County Project Manager is not able to resolve the dispute, the Sheriff or his authorized designee, will resolve it.

### **8.32 Notice to Employees Regarding the Federal Earned Income Credit**

Contractor must notify its employees, and must require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice will be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

### **8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

Contractor must notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in the County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) to this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

### **8.34 Notices**

8.34.1 All notices or demands required or permitted to be given or made under this Contract will be in writing and will be addressed to the parties at the following addresses and delivered: (i) by hand with signed receipt, (ii) by first class registered or certified mail, postage prepaid, or (iii) by facsimile or electronic mail transmission followed within 24 hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid. Notices will be deemed given at the time of signed receipt in the case of hand delivery, three Days after deposit in the

United States mail as set forth above, or on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing. Addresses may be changed by either party by giving ten Days prior written notice thereof to the other party.

- 8.34.2 To the County: Notices must be sent to the attention of County Project Manager at the respective addresses specified in Exhibit D (County's Administration) to this Contract.
- 8.34.3 To Contractor: Notices must be sent to the attention of Contractor's Project Manager at the address specified in Exhibit E (Contractor's Administration) to this Contract, with a copy to Contractor's Project Director.
- 8.34.4 Each party may change the names of the people designated to receive notices pursuant to this Paragraph 8.34 (Notices) by giving written notice of the change to the other party, subject to the County's right of approval in accordance with Paragraph 7.3 (Approval of Contractor's Staff) above.

### **8.35 Prohibition Against Inducement or Persuasion**

Notwithstanding the above, Contractor and the County agree that, during the entire Term of this Contract and for a period of one year thereafter, neither party will 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.

### **8.36 Public Records Act**

- 8.36.1 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 8.38 (Record Retention and Inspection-Audit Settlement) below, as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7921 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will 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.
- 8.36.2 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 proposal marked "trade

secret,” “confidential,” or “proprietary,” 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.

### **8.37 Publicity**

8.37.1 Contractor will not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor’s need to identify its Services and related clients to sustain itself, the County will not inhibit Contractor from publishing its role under this Contract within the following conditions:

- a. Contractor will develop all publicity material in a professional manner, and
- b. During the Term of this Contract, Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name or any seals of the County or its departments without the prior written consent of County Project Director. The County will not unreasonably withhold consent.

8.37.2 Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

### **8.38 Record Retention and Inspection-Audit Settlement**

8.38.1 Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor must also maintain accurate and complete employment records and other records relating to its performance of this Contract. Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, must be kept and maintained by Contractor and must be made available to the County during the Term of this Contract and for a period of five years thereafter unless the County’s written permission is given to dispose of any such material prior to such time. All such material will be maintained by Contractor at a location in the County, provided that if any such material is located outside the County, then, at the County’s option, Contractor must pay the County for travel, per diem,

and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.2 In the event that an audit of Contractor is conducted specifically regarding this Contract by any federal or state auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor must file a copy of such audit report with the County's Auditor Controller within 30 Days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4 If, at any time during the Term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of Contractor regarding the Work performed under this Contract, and if such audit finds that the County's dollar liability for any such Work is less than payments made by the County to the Contractor, then the difference will be either: a) repaid by Contractor to County by cash payment upon demand, or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such Work is more than the payments made by the County to Contractor, then the difference will be paid to Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.39 Recycled Bond 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 on this Contract.

### **8.40 Subcontracting**

- 8.40.1 The County has relied, in entering into this Contract, on the reputation of and on obtaining the personal performance of Contractor, and more specifically Contractor's staff. The requirements of this Contract cannot be subcontracted by Contractor without the advance written approval of the County. Any attempt by Contractor to Subcontract any performance of this Contract without prior written approval will be null and void and will be deemed a material breach of this Contract, upon which the County may immediately terminate this Contract.

- 8.40.2 In the event Contractor seeks to Subcontract any portion of its performance of the Contract by Contractor's staff, Contractor must first provide to the County, in writing, a notice regarding such proposed Subcontract, which must include:
- 8.40.2.1 The reasons for the Subcontract,
  - 8.40.2.2 Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected,
  - 8.40.2.3 A detailed description of the Work to be provided by the proposed Subcontractor,
  - 8.40.2.4 Confidentiality provisions applicable to the proposed Subcontractor, and if applicable its officers, employees and agents, which would be incorporated into the Subcontract,
  - 8.40.2.5 Required County forms including: (i) Exhibit F1 (Contractor Acknowledgement, Confidentiality and Copyright Assignment Agreement), (ii) Exhibit G (Safely Surrendered Baby Law), and (iii) any other standard County required provisions,
  - 8.40.2.6 A representation from Contractor that:
    - a. The proposed Subcontractor is qualified to provide the Work for which Subcontractor is being hired,
    - b. Either the proposed Subcontractor maintains the insurance required by this Contract or Contractor has procured and maintains such insurance coverage for the proposed Subcontractor,
    - c. Either Contractor and/or the proposed Subcontractor will be liable and responsible for all of Subcontractor's taxes, payments, and compensation, including compensation to its employees, related to the performance of Work under this Contract, and
    - d. Either Contractor and/or the proposed Subcontractor must indemnify the County under all the same terms and conditions as the indemnification provisions of this Contract.
  - 8.40.2.7 Other pertinent information and/or certifications reasonably requested by the County.
- 8.40.3 The County will review Contractor's request to Subcontract and determine on a case-by-case basis whether to consent to such request, which consent will not be unreasonably withheld.

- 8.40.4 Notwithstanding any provision of this Contract to the contrary, whether expressly or by implication, Contractor must indemnify, defend and hold harmless the County and its officers, employees and agents, from and against any and all claims, demands, liabilities, damages, costs and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees in any way arising from or related to Contractor's use of any Subcontractor, including without limitation any officers, employees or agents of any Subcontractor, in the same manner as required for Contractor of its officers, employees and agents under this Contract.
- 8.40.5 Notwithstanding any other provision of this Paragraph 8.40 (Subcontracting), Contractor will remain fully responsible for all performance required under this Contract, including those which Contractor has determined to subcontract, including but not limited to, the obligation to properly supervise, coordinate and provide all Work required under this Contract. All subcontracts must be made in the name of Contractor and will not bind nor purport to bind the County. Furthermore, subcontracting of any Work under this Contract will not be construed to limit in any way, Contractor's performance, obligations or responsibilities to the County or limit, in any way, any of the County's rights or remedies contained in this Contract.
- 8.40.6 Subcontracting of any Work performed by Contractor's staff under this Contract will not waive the County's right to prior and continuing approval of any or all such Contractor's staff pursuant to the provisions of Paragraph 7.3 (Approval of Contractor's Staff) of this Contract, including any subcontracted members of Contractor's staff. Contractor must notify its Subcontractors of the County's right to approve or disapprove each member or proposed member of staff providing Services or on-site Work to the County under this Contract or with access to any County data or information, including County's Confidential Information, System Data and other County Materials, prior to and during their performance of any Work hereunder, as well as to approving or disapproving any proposed deletions from or other changes in such Contractor staff.
- 8.40.7 Notwithstanding subcontracting by Contractor of any Work under this Contract, Contractor will be solely liable and responsible for any and all payments and other compensation to all Subcontractors, and their respective officers, employees, agents, and successors in interest, for any Services performed by Subcontractors under this Contract.
- 8.40.8 In the event that the County consents to any subcontracting, such consent will apply to each particular Subcontract only and will not be, nor should be construed to be, a waiver of this Paragraph 8.40 (Subcontracting) or a blanket consent to any further subcontracting.

#### **8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) above, will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 Days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) below, and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

#### **8.42 Termination for Convenience**

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of Work hereunder will be effected by notice of termination to Contractor 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 will be no less than 30 Days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, Contractor must:
  - a. Stop Work under this Contract on the date and to the extent specified in such notice, and
  - b. Complete performance of such part of the Work, as well as Work not affected by the notice, using the same quality of Work, as if Contractor had not been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract must be maintained by Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) above.

#### **8.43 Termination for Default**

- 8.43.1 The County may, by written notice to Contractor, terminate the whole or any part of this Contract if:
  - a. Contractor fails to timely provide and/or satisfactorily perform any Service or other Work required either under this Contract, or
  - b. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or
  - c. Contractor fails to make progress as to endanger performance of this Contract in accordance with its terms, or



- d. Contractor in performance of Work under this Contract fails to comply with the requirements of this Contract, including but not limited to Exhibit A (Statement of Work), or
  - e. Contractor fails to perform or comply with any other provisions of this Contract or materially breaches this Contract; and, unless a shorter cure period is expressly provided in this Contract, does not cure such failure or fails to correct such failure or breach within 30 Days (or such longer period as the County may authorize in writing) of receipt of written notice from the County specifying such failure or breach, except that Contractor must be entitled to any cure period, and the County may terminate immediately, in the event that Contractor's failure to perform or comply is not reasonably capable of being cured.
- 8.43.2 If, after the County has given notice of termination under the provisions of this Paragraph 8.43 (Termination for Default), it is determined by the County that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience) above.
- 8.43.3 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) are not exclusive and are in addition to any other rights and remedies provided by law and/or under this Contract.

#### **8.44 Termination for Improper Consideration**

- 8.44.1 The County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that improper 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 this Contract or securing favorable treatment with respect to the award, Amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 8.44.2 Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report should be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts or other such items and means.

#### **8.45 Termination for Insolvency**

- 8.45.1 The County may terminate this Contract immediately and without delay if any of the following occur:
- a. Insolvency of Contractor. Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least 60 Days in the ordinary course of business or cannot pay its debts as they become due, whether a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code,
  - b. The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code,
  - c. The appointment of a Receiver or Trustee for Contractor, or
  - d. The execution by Contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 8.45.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects this Contract, the County may elect to retain its rights under this Contract, as provided under Section 365(n) of the United States Bankruptcy Code (11 United States Code, Section 365(n)). Upon written request of the County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee must allow the County to exercise all of its rights and benefits under this Contract including, without limitation, such Section 365(n). The foregoing will survive the termination or expiration of this Contract for any reason whatsoever.

#### **8.46 Termination by County**

In the event that the County, upon written notice to Contractor, terminates this Contract in whole or in part as provided herein, then:

- a. Contractor and the County will continue the performance of this Contract to the extent not terminated,
- b. Contractor must stop Work under this Contract on the date and to the extent specified in such notice and provide to the County all completed Work and Work in progress, in a medium reasonably requested by the County,
- c. Contractor must: (i) promptly return to the County any and all County Confidential Information, County materials and any other County data relating to that portion of this Contract and Work terminated by the County, and (ii) destroy all such Confidential Information, County materials and other County

data as required in and in accordance with the provisions of Attachment H (Information Security and Privacy Requirements) to this Contract.

- d. The County will pay Contractor all monies due, upon receiving Contractor's invoice(s), in accordance with the terms of this Contract for the Work completed up to the time of termination,
- e. Contractor must return to the County all monies paid by County, yet unearned by Contractor, including any prorated prepaid Service fees calculated depending on the date of termination, if applicable,
- f. Upon termination by the County for default pursuant to Paragraph 8.43 (Termination for Default) above or for insolvency pursuant to Paragraph 8.45 (Termination for Insolvency) above, the County will have the right to procure, upon such terms and in such a manner as the County may deem appropriate, goods, Services and other Work, similar to those so terminated, and Contractor must be liable to the County for, and must promptly pay to the County by cash payment, any and all excess costs incurred by the County, as determined by the County, to procure and furnish such similar goods, Services and other Work.

#### **8.47 Termination Transition Services**

Contractor agrees that in the event of any termination of the Contract, including expiration, breach thereof by either party, or for any other reason, Contractor must fully cooperate with the County in the transition of Services by the County to a successor Contractor prior to the termination date, which date shall be solely determined by the County. The transition period shall be of sufficient length to ensure the Department or a successor Contractor, as applicable, can perform uninterrupted delivery of Services. During the transition, Contractor must work with the successor Contractor to ensure the continuation of uninterrupted Service delivery. Contractor must provide transition services at its own expense.

#### **8.48 Termination for Non-Adherence of County Lobbyist Ordinance**

Contractor, and each County Lobbyist or County Lobbying firm (as defined in County Code Section 2.160.010) retained by Contractor, must fully comply with this County Lobbyist Ordinance. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.49 Termination for Non-Appropriation of Funds**

Notwithstanding any other provision of this Contract, the County will not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the Board appropriates funds for this Contract in the County's budget for each such future Fiscal Year. In the event that funds are not appropriated for this Contract, then this

Contract will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

## **8.50 Validity and Severability**

### **8.50.1 Validity**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances will not be affected thereby.

### **8.50.2 Severability**

In any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same will be deemed severable from the remainder of this Contract, if practicable, and will in no way affect, impair or invalidate any other provision contained herein. If any such provision will be deemed invalid in its scope or breadth, such provision will be deemed valid to the extent of the scope or breadth permitted by law. If any provision of this Contract 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 will apply with such modifications as may be necessary to make it valid and effective.

## **8.51 Waiver**

No breach of any provision hereof can be waived unless in writing. No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.51 (Waiver) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **8.52 Warranty Against Contingent Fees**

8.52.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract 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.

8.52.2 For breach of this warranty, the County will have the right to terminate this Contract and at its sole discretion deduct from the Contract price, the consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

#### **8.53 Warranty of Compliance with County's Defaulted Property Tax Reduction Program**

Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through this Contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the Term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

#### **8.54 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.53 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) above, will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within ten Days of notice will be grounds upon which the County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

#### **8.55 Time Off for Voting**

Contractor must notify its employees and must require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten Days before every statewide election, every Contractor and Subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of California Elections Code Section 14000.

#### **8.56 Compliance with County's Zero Tolerance Policy on Human Trafficking**

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that Contractor or member of Contractor's staff be removed immediately from performing Services under the Contract. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this Paragraph 8.56 will not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

#### **8.57 Risk of Loss**

Contractor bears the full risk of loss due to total or partial destruction of any software products loaded on CDs or other computer media, until such items are delivered to and accepted in writing by the County as evidenced by the County's signature on delivery documents.

#### **8.58 Compliance with Fair Chance Employment Hiring Practices**

Contractor, and its Subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this Paragraph of this Contract may constitute a material breach of this Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract.

#### **8.59 Compliance with the County Policy of Equity**

Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, its employees, and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees, or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of this Contract and other contractual agreements, as well as civil liability.

#### **8.60 Prohibition from Participation in Future Solicitation(s)**

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has assisted in developing or preparing any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration or termination of this Contract.

#### **8.61 Injury and Illness Prevention Program**

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations, Title 8, Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

## **8.62 Intentionally Omitted**

## **8.63 Individual Requests**

Contractor must acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. Contractor must have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from County within seven Days. If an individual makes a request directly to Contractor involving County information, Contractor must notify the County within five Days and County will coordinate an appropriate response, which may include instructing Contractor to assist in fulfilling the request. Similarly, if Contractor receives a privacy or security complaint from an individual regarding County Information, Contractor must notify the County as described in Paragraph 7.6.4 (Security) above, and the County will coordinate an appropriate response.

## **8.64 Retention of County Information**

Contractor must not retain any County information for any period longer than necessary for Contractor to fulfill its obligations under this Contract and applicable law.

## **8.65 Audit and Inspection, Information Security and Privacy Requirements**

### **8.65.1 Self Audits**

Contractor must periodically conduct audits, assessments, testing of its system of controls, and testing of information security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits must be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either: (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

Contractor must have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. Contractor must provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by Contractor that contains any County information, Contractor must promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in Contractor's information systems, products, and services, and the corresponding steps taken by Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Paragraph 8.65 must be provided at no charge to the County.

#### **8.65.2 County Requested Audits**

At the County's expense, it, or an independent third-party auditor it commissions, will have the right to audit Contractor's infrastructure, security and privacy practices, data center, Services and/or systems storing or processing the County Information via an onsite inspection at least once a year. Upon the County's request Contractor must complete a questionnaire regarding Contractor's information security and/or privacy program. The County will pay for the County requested audit unless the auditor finds that Contractor has materially breached this Contract, in which case Contractor must bear all costs of the audit; and if the audit reveals material non-compliance in this Paragraph 8.65 (Audit and Inspection, Information Security and Privacy Requirements), the County may exercise its termination rights provided by this Contract.

A County requested audit will be conducted during Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., administrative, physical, and technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific information of other Contractor customers such as IP address, server names, etc. Contractor must cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access will extend to any regulators with oversight of the County. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by Contractor or a third party, and (ii) corrective actions or modifications, if any, Contractor will implement in response to such audits. Notwithstanding the preceding sentences, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including without limitation County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by the County in doing so. Contractor has no right or authority to enter into any settlement, agree to any injunction, other equitable relief, or make any



admission, in any case, on behalf of the County without the County's prior express written approval.

#### **8.66 Assignment By County**

This Contract may be assigned in whole or in part by the County, without the further consent of Contractor, to a party which is not a competitor of Contractor, and which agrees in writing to perform the County's obligations under this Contract.

#### **8.67 Unlawful Solicitation**

Contractor must inform all its employees who provide Services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and must take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees.

#### **8.68 Arms Length Negotiations**

This Contract is the product of arms length negotiations between Contractor and the County, with each party having had the opportunity to receive advice from and representation by independent counsel of its own choosing. As such, the parties agree that this Contract is to be interpreted as fair between them and is not to be strictly construed against either as the drafter or otherwise.

#### **8.69 Access to County Facilities**

Contractor, its employees, and agents, may be granted access to County facilities, subject to Contractor's prior notification to County Project Manager, for the purpose of executing Contractor's obligations hereunder. Access to County facilities may be restricted to normal business hours, 8:00 A.M. until 5:00 P.M., Pacific Time, Monday through Friday, County-observed holidays excepted. Access to County facilities outside of normal business hours must be approved in writing in advance by County Project Manager, which approval will not be unreasonably withheld. Contractor must have no tenancy, or any other property or other rights, in County facilities. While present at County facilities, Contractor's personnel will be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by County Project Manager.

#### **8.70 Physical Alterations**

Contractor must not in any way physically alter or improve any County facility without the prior written approval of the County Project Director and the Director of County's Internal Services Department, in their discretion.

#### **8.71 Staff Performance While Under The Influence**

Contractor must use reasonable efforts to ensure that no employee of Contractor performs Services under this Contract while under the influence of any alcoholic

beverage, medication, narcotic, or other substance which might impair the employees physical or mental performance.

#### **8.72 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding**

Pursuant to Government Code Section 84308, Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for 12 months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of Government Code Section 84308 and of this Paragraph 8.72, may be a material breach of this Contract as determined in the sole discretion of the County.

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 Intentionally Omitted**

#### **9.2 Intentionally Omitted**

#### **9.3 Intentionally Omitted**

#### **9.4 Intentionally Omitted**

#### **9.5 Data Destruction**

Contractor(s) and Vendor(s) that have maintained, processed, or stored County data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten Business Days, a signed document from Contractor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Contractor must certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to: printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Contractor must provide the County with written certification, within ten Business Days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

**9.6 Intentionally Omitted**

**9.7 Intentionally Omitted**

**9.8 Intentionally Omitted**

**10.0 Survival**

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

Paragraph 1.0 (Applicable Documents)

Paragraph 2.0 (Definitions)

Paragraph 3.0 (Work)

Paragraph 5.4 (No Payment for Services Provided Following Expiration/Termination of Agreement)

Paragraph 7.6 (Confidentiality and Security)

Paragraph 8.1 (Amendments and Change Notices)

Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 8.19 (Fair Labor Standards)

Paragraph 8.20 (Force Majeure)

Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.23 (Indemnification)

Paragraph 8.24 (General Provisions for all Insurance Coverage)

Paragraph 8.25 (Insurance Coverage)

Paragraph 8.26 (Liquidated Damages)

Paragraph 8.34 (Notices)

Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)

Paragraph 8.42 (Termination for Convenience)

Paragraph 8.43 (Termination for Default)

Paragraph 8.50 (Validity and Severability)

Paragraph 8.51 (Wavier)

Paragraph 8.60 (Prohibition from Participation in Future Solicitation(s))

Paragraph 8.72 (Campaign Contribution Prohibition Following Final Decision in Contract Proceeding)

Paragraph 10.0 (Survival)

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the Day and year first above written.

**COUNTY OF LOS ANGELES**

By: \_\_\_\_\_

Chair, Board of Supervisors

**CONTRACTOR**

By: \_\_\_\_\_

  
Its Authorized Representative

Printed: John Puricelli

Title: Executive Vice President

Date: 2/3/2025

ATTEST:

EDWARD YEN,  
Executive Officer of the  
Board of Supervisors of the County of Los Angeles

By: \_\_\_\_\_

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By: Michele Jackson  
Michele Jackson  
Principal Deputy County Counsel