



Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Sheriff's Office, 425 Grove Street, Saint Paul, MN 55101 ("County") and TW Vending, 3329 Casey Street, River Falls, WI 54022, doing business as (DBA) Turnkey Corrections, registered as a Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The original term of this Agreement shall be from July 1, 2025 through June 30, 2027 and may be renewed for up to three (3) additional one year period(s).

The full term of this agreement (including renewals) is 5 year(s), 0 month(s) and 0 day(s).

1.1.1.

Contract renewals shall be made by way of a written Amendment to the original contract and signed by authorized representatives.

2. Scope of Service

The County agrees to purchase, and the Contractor agrees to furnish, services described as follows:

2.1.

The Contractor's Proposal response dated March 24, 2025 (the "Proposal") is incorporated by reference herein. The County's Request for Proposals RFP-SHRF-23870 entitled Inmate Commissary Services dated February 19, 2025 (the "RFP") is incorporated by reference herein.

The Contractor and the County shall mutually agree upon a kick-off meeting within eight (8) business days from the execution of this Agreement on July 1, 2025. The Contractor shall conform to a thirty (30) calendar day or less installation and system go-live on or about July 30, 2025.

A. General

The Contractor shall provide for all supplies, equipment, materials, labor, and services necessary or incidental for the installation, maintenance, repair, replacement, and operation of inmate commissary services. In the event that the system hardware or software is removed, in whole or in part, during or at the completion of the contract term, the Contractor shall pay all expenses associated directly or indirectly with the removal of the system hardware and software.

B. Ramsey County Secure Technology Solutions

Ramsey County has a responsibility to ensure safe and secure technology solutions. To accomplish this, the County expects the Contractor to use industry best practices for security and compliance controls. Therefore, the Contractor must:

1. Agree and represent that it currently maintains information data and content protection practices and procedures ("Security Program") that complies with industry best practices and applicable privacy laws.
2. Demonstrate compliance with industry best practice Critical Security Controls. Methods to demonstrate this are via an SSAE 18, SOC 2 report, externally certified report, etc. for your company and all sub-tier suppliers, as applicable.
3. Undergo an annual vulnerability assessment (internal and external) via an independent third party.
4. Demonstrate adherence to an industry standard continuous monitoring program which includes real time monitoring, logging, timely review and remediation of events. The monitoring program will support defined incident management policies and procedures aligned with industry best practices.

C. Technical Questionnaire

The Contractor and the Contractor's system shall comply with the *Ramsey County Technology Questionnaire* that was submitted by the Contractor as part of its proposal response to the County's Request for Proposals RFP-SHRF-23668 entitled Inmate Commissary Services dated February 19, 2025.

D. Ramsey County Security Exhibits.

The Contractor and Contractor's system shall comply with the *County's Hosting Security Exhibit* attached hereto and made a part of this Agreement as **Attachment A** and the *County's Information Security Exhibit* attached hereto and made a part of this Agreement as **Attachment B**.

E. System Features

The Contractor and the Contractor's system shall conform to all requirements set forth in the *Commissary System Requirements and Questionnaire* as responded to by the Contractor attached hereto and made a part of this Agreement as **Attachment C**.

F. Project Services

1. Project Management

The Contractor shall implement the system in phases, where necessary, using a traditional project management approach. The Contractor shall provide project management services throughout the entire Project consistent with project management best practices, to ensure that the project's goal is met and that deliverables are submitted and approved within the defined budget and timeline.

2. Documentation

All documents including project plans, phase documentation, training materials and System documentation delivered to the County shall be provided in Microsoft Office formats; native formats where applicable and acceptable by the County. Copies may be printed by the County for its own internal use.

3. Project Phases

Phase I – Planning

Within a mutually-agreed to time period after execution of this Agreement with the County, the Contractor will organize and hold a Kick-Off Meeting, provide a high-level Project Schedule / Work Plan with key tasks, dates, milestones, deliverable descriptions and Contractor and County staffing requirements that are necessary to ensure a successful “go live” date.

Deliverables: Kick-Off Meeting, Project Schedule/Work Plan.

Phase II – Design

Design documents should consist of a Fit/Gap Analysis that describes any development or configuration that is needed to meet the requirements of the RFP as well as an Interface / Integration Plan and a Data Conversion / Migration plan.

Deliverables: Design documents that consist of a Fit / Gap Analysis that identify any development or configuration needed to the System, Interface/Integration Plan, and a Data Conversion / Migration plan.

Phase III – Development

This Phase shall cover configuration, customization (if required) and development of the System. During this Phase the Contractor shall develop all modifications from Phase II – Design and create all documentation listed below.

Deliverables: A fully developed and configured System ready for testing, test plan, training plan, implementation plan, operations and maintenance transition plan, system functionality documentation, and converted legacy data. All deliverables identified herein shall be delivered to the department prior to System testing.

Phase IV - System Testing and Acceptance

a. Upon determination by the Contractor that the system has been successfully installed in a test environment and all environments perform in accordance with the provisions of this Agreement, including the system documentation, the County shall commence a mutually agreed to System Testing and Acceptance period (“Testing Period”).

b. The County will notify the Contractor of any defects or deficiencies identified during the Testing Period and the Contractor will correct the defects and deficiencies or present a plan acceptable to the County that addresses the deficiencies in a time period agreed to by the parties.

c. Upon resolution of all defects and deficiencies identified during the Testing Period, completion of training, and receipt of training and System materials and documentation, the County will provide written System Acceptance to the Contractor.

Deliverables: User Acceptance Test (usually completed by the County) completely developed and configured System installed in a Test Environment; Testing Defect Report with all defects showing fixed, passed and accepted by the County; updates to System Functionality and Training documentation; fully migrated, tested and accepted legacy system data.

Phase V – Deployment

Upon receipt of County's System Acceptance and all other pre- deployment services, the Contractor will fully deploy the System in a production environment.

Deliverables: Successful deployment of the System in the production environment.

4. Deliverable Acceptance Process

All Deliverables identified in the resulting agreement will be subject to the following Deliverables Acceptance Process:

a. When a Deliverable is submitted for review and acceptance, the County has ten (10) business days or a mutually agreed upon period to review the Deliverable and provide written notice to the Contractor of acceptance or of any defects or deficiencies in the Deliverable. The County may reject a Deliverable that does not meet the requirements of this Agreement. Written acceptance will be provided to the Contractor in the form of a *Notice of Acceptance* ("NOA"), a sample of which was attached to the RFP. Contractor shall have a period of ten (10) business days to correct the deficiency. If the Contractor fails to correct the deficiency within the time period, the County may treat the failure as "cause" for termination of this Agreement.

b. Partial or incomplete Deliverables submitted for review will not be considered by the County unless the partial or incomplete submission has been requested by the County.

5. County Ownership

All right, title and interest to the System Deliverables created by Contractor under this Agreement shall be owned by the County.

Deliverables under the Project Services include but are not limited to: Project Documentation, Project Schedule/Work Plan, Interface/Integration Plan, System Test Plan, Training Plan, Implementation Plan, Operations & Maintenance Transition Plan, User Acceptance Test, System Documentation, County Training Plan and County Training Materials.

G. Post-Deployment Training

The Contractor shall make available annual refresher training and shall provide the County updated training materials whenever revised.

H. Warranty

1. The County requires a warranty beginning upon final deployment and System Acceptance that the System will operate in accordance with the provisions of this Agreement and the System documentation. Warranty services shall be consistent with the requirements described below in **Section J. Support**.
2. The Contractor must warrant that all warranty services shall be performed by qualified personnel with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services and that the Contractor will devote adequate resources to meet its obligations under this Agreement.
3. Contractor acknowledges that time is of the essence with respect to Contractor's obligations under this Agreement and must agree that prompt and timely performance of all services and other Contractor obligations in accordance with this Agreement is strictly required.
4. During the term of this Agreement, the Contractor warrants that all services will be performed with the highest standard of professional service, that all Deliverables will be free from defects or deficiencies, and that services and Deliverables will conform to all requirements of this Agreement. Nonconforming goods or services will be replaced, corrected or re-performed at the Contractor's expense. Any services corrected or re-performed or Deliverables corrected will be covered by this warranty.
5. The Contractor must warrant that its System will not infringe any United States patent or copyright or violate any third-party trade secret and Contractor will indemnify and defend Ramsey County against any award of damage and costs made against the Contractor by a final judgment of a court of competent jurisdiction.
6. The Contractor must warrant that as provided by Contractor, the system will not at any time during term of this Agreement contain any: (a) virus, Trojan horse, worm, backdoor or other software or hardware devices that effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems or software; or (b) time bomb, drop dead device, or other software or hardware device designed to disable a computer automatically with the passage of time or under the control of any individual or organization, or otherwise deprive the County of its lawful right to use the system.
7. The Contractor must warrant that the system will be operational and available 99.5% of the time in any calendar month, including planned downtime, following System Acceptance. Contractors must agree to a service level credit for less than 99.5% availability, which will be specified and agreed to during contract negotiations and included in this Agreement. The County will also have the right to terminate services, without penalty and include the right for the County to recover costs from the Contractor associated with re-procurement of such terminated services.

I. Maintenance Services

1. The Contractor will provide all services, materials, equipment and personnel to maintain its system components that are located off-site, including all software and hardware, in full operating condition and keep it available for use in accordance with the provisions of this Agreement.
2. Routine System maintenance shall be conducted at times agreed to in advance by both parties and shall include but not be limited to periodic inspections, tests and adjustments. Contractor shall provide the County with a minimum of forty-eight (48) hour notice for non-service impacting maintenance. Contractor shall provide a minimum seven (7) days' notice for planned maintenance which will impact the County's availability to the System.
3. Software releases, updates and upgrades shall be provided on the general release of such releases, updates and upgrades and installed by the Contractor as agreed to by the parties at no additional charge. Contractor must warrant that no release, update or upgrade will have a material adverse effect on the functionality or operability of the System.

J. Support

1. During the term of this Agreement, the Contractor will provide software support. Said support shall include direct phone support, e-mail support or other channels as appropriate. The County and Contractor shall adhere to the *Service Level Agreement* attached hereto and made a part of this Agreement as **Exhibit 1**.
2. The system must be supported by a redundant backup site with seamless failover capabilities.
3. For critical issues, response to problems will be within fifteen minutes of initial contact and resolution will be within two (2) hours of initial contact. Critical issues are issues that affect the functionality or data of the System, do not have a workaround and prevent (department) from conducting daily business processes; non-critical bugs affect minor functionality or data and have an easy workaround.
4. The Contractor must provide support staff contact information, hours of operations and after-hours support procedures. Such information must be published and be kept current.
5. The Contractor will not change its software support and hardware maintenance policies to adversely impact the County without providing the County at least twelve (12) months advance written notice.
6. The County reserves the right to require the Contractor to escrow its software source code at no cost to the County.
7. The Contractor shall provide technical support service on a 24 hour, 365 days per year basis for all critical and non- critical system failures.

System failures are defined as:

8. Critical issues are issues that affect the functionality or critical data of the system that do not have a work-around and prevent the county from conducting business practices. This is to include loss of connection to the contract network, facility wide outage to the video visiting kiosk, loss of ability to schedule, and collection of applicable rates and fees.

Non-critical issues affect minor functionality of system and have an easy work-around.

9. The Contractor shall provide a method to resolve critical system failures remotely within one (1) hour or employ a technician that can arrive at the facility within four (4) hours from the time the initial call or email to technical support is made.

10. The Contractor shall provide a method to resolve non-critical system failures within twenty-four (24) hours from the time the initial call or email to technical support is made.

11. The technical support solution offered by the Contractor must be approved by the Adult Detention Center administrator or designee. Should the solution offered by the Contractor be deemed unacceptable to the ADC administrator or designee, the Contractor must find another solution that is acceptable to the Adult Detention Center administrator or designee. Failure of the Contractor to find an acceptable solution to a technical problem may be cause for termination of this Agreement.

12. Any temporary solution shall not be used for more than forty-eight (48) consecutive hours unless approved by the Adult Detention Center administrator or designee.

13. Routine System maintenance shall be conducted at times agreed to in advance by the parties and shall include but not be limited to periodic inspections, tests and adjustments.

14. Failure by the Contractor to respond and resolve technical issues promptly and completely to the satisfaction of the County may be cause for termination of this Agreement.

K. Background Checks

The Contractor shall comply with the following screening and security requirements:

1. All Contractor employees working on-site at the Adult Detention Center shall successfully pass a background check before first entering the facility. The background check will be conducted by and at the expense of the Ramsey County Sheriff's Office. Failure to comply may result in immediate termination of this Agreement. Any subcontractors, if authorized by the Sheriff's Office administrators or designee, must also pass a background check as described.

2. The Sheriff's Office administrator or designee shall have the sole right, at any time, to reject any such employee who it determines in its sole discretion poses a risk or potential risk to the security or operations of the Adult Detention Center.

3. All Contractor employees shall complete an orientation as defined by the Sheriff's Office administrator or designee. The Contractor and its employees will comply with all rules and regulations, policies and procedures, as well as any directives and/or orders by the Sheriff's Office administrators and staff. Any Contractor employee or subcontractor failing to comply with the aforementioned rules, regulations, policies, procedures, or directives may be escorted from the building and such action may be cause for termination of this Agreement.

L. Quality Control

The Contractor shall comply with the following requirements to ensure quality goods and services are provided to the County:

1. The Contractor shall meet monthly in-person or via conference call with the Adult Detention Center administrator or designee to discuss the quality of service and to ensure that the Contractor is meeting their contractual obligations.

2. The Contractor shall meet monthly for no less than the first six (6) months of this Agreement and may be adjusted to quarterly meetings after the six (6) months at the discretion of the Adult Detention Center administrator or designee.

3. Failure of the Contractor to participate in these meetings may be cause for termination of this Agreement.

M. Reports

1. The Contractor shall be able to report monthly to the County a usage report (MS Excel format) summarizing item usage that shall include at least the following information:

- a. Description of items purchased
- b. Quantity of items purchased
- c. Frequency of items purchased
- d. Individual cost per item
- e. Monthly total cost per item
- f. Year to date quantity per item
- g. Year to date total cost per item
- h. Revenue Reports

2. The Contractor shall have the ability to summarize item usage reports per housing unit.

3. The Contractor shall provide hard copies of usage reports at each monthly in-person meeting at the Adult Detention Center.

4. The County reserves the right to request additional reports as needed.

N. Commissary Stocking Schedule

1. The Contractor shall stock the commissary machines at the Adult Detention Center Monday through Friday from 9:00 p.m. to 4:00 a.m. central standard time.
2. On an as needed basis, the Contractor shall be readily available to restock the commissary machines at the Adult Detention Center in the event the machines are emptied including, but not limited to a holiday or an unusually high jail population.
3. The stocking schedule shall be approved by the Adult Detention Center's administrator or designee.
4. The Contractor shall ensure that stocking services do not decrease due to a holiday.
5. As part of this Agreement, the County may require the Contractor to pay a \$25.00 fee per each instance when the Contractor does not adhere to the stocking schedule above. The County reserves the right to terminate this Agreement if the Contractor does not adhere to the stocking schedule.

O. Subcontractors

The Contractor will be authorized to subcontract only the installation of vending machines, kiosks and any cabling necessary for the inmate housing units. Additionally, at the completion of the life cycle of the contract, the Contractor will also be authorized to subcontract only for the removal of all vending machines, kiosks and cabling as needed. All use of subcontractors during the installation and removal process must be approved by the administrator or designee.

All subcontracts shall adhere to section 1.9.4 and 1.9.5. PREA and CJIS Requirements in this Agreement.

P. Contract Management

The following staff will be the point of contact for managing this Agreement:

County:

Megan Schaefer, Planning Manager
Ramsey County Sheriff's Office
Law Enforcement Center
425 Grove Street, Saint Paul, Minnesota 55101
Office: 651-266-9374
Mobile: 651-775-6469
Email: megan.schaefer@co.ramsey.mn.us

Contractor:

Tom Graham, Senior Executive
3329 Casey Street, River Falls, WI 54022
Phone: 175-318-7367
Email: tomg@turnkeycorrections.com

2.2.

During the term of the contract, the County reserves the right to add similar in scope goods/services, via written amendment, to accommodate accidental omissions, unanticipated needs, or new offerings.

2.3.

The Contractor shall make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations.

2.4.

The Contractor agrees to furnish the County with additional programmatic and financial information it reasonably requires for effective monitoring of services. Such information shall be furnished within a reasonable period, set by the County, upon request.

3. Schedule

The Contractor shall provide services as and if requested by the County, it being understood that the County might not purchase any services under this Agreement.

4. Cost

4.1.

The County shall pay the Contractor the following unit rates:

A. Commission, Rate, and Fee Information

1. Commission Paid to County

The Contractor shall pay the County a commission of 23%.

2. Fees

The Contractor shall not charge the County, inmates, or public (all users) any fees for services under this Agreement.

Communication Fund Transfer Fee: \$0.00

Credit Card Transaction Fee: \$0.00

Credit Card Fee to Public: \$0.00

Lobby Cash Fee to Public: \$0.00

3. Commissary Items

The County and the Contractor shall conform to the *Commissary Items and Pricing List* attached hereto and made a part of this Agreement as **Attachment D**.

4. Indigent Items

Select personal hygiene items, writing, and mailing supplies (collectively referred to as "Indigent Items") must be provided at no cost to eligible inmates. Indigent Items will be paid for by the county. Eligibility is determined by the Adult Detention Center

administrator or designee. The *Indigent Items and Pricing List* is attached hereto and made a part of this Agreement as **Attachment E**.

B. Post Award Pricing

Pricing will not change during the first twelve (12) months after the commencement date of this Agreement. After the initial twelve (12) months, and annually thereafter on the anniversary of this Agreement, a price change request may be submitted to the County. All price change requests must be submitted in writing to the County forty-five (45) days prior to the date the requested changes will take effect and must be accompanied by appropriately documented market justification. Price changes will only be granted with written approval from the County. Any adjustments must be negotiated on an annual basis between the Contractor and the Adult Detention Center administrator or designee.

C. Usage by Other Ramsey County Departments

Other Ramsey County departments utilizing this Agreement shall designate a point of contact for the County for each Purchase Order and/or Statement of Work, with responsibilities, but not limited to invoicing, providing any necessary information, handling communications between the County and the Contractor for the Purchase Order/Statement of Work. Other Ramsey County departments will be responsible for receiving a quote from the Contractor for their project to ensure existing rates are used.

5. Special Conditions

5.1.

The order of governance regarding the Terms and Conditions shall be:

- 1) Ramsey County Professional Services Agreement RC-000663
- 2) Attachment A – County’s Hosting Security Exhibit
- 3) Attachment B – County’s Information Security Exhibit
- 4) Attachment C – Commissary System Requirements and Questionnaire
- 5) Exhibit 2 - CJIS Security Addendum
- 6) Exhibit 3 – CJIS Security Addendum Certification
- 7) Exhibit 4 – Business Associate Agreement
- 8) Exhibit 1 – Service Level Agreement

6. County Roles and Responsibilities

The County shall provide a staff member who will serve as the contact for project management. Access to subject matter experts will be provided as determined necessary by the department contact.

7. Contracting for Equity

7.1. Commitment to Advancing Racial Equity

The county is committed to advancing racial equity for its residents. The commitment is captured in the county's Advancing Racial Equity policy which states that "Racial

equity is achieved when race can no longer be used to predict life outcomes, and outcomes for all are improved."

Consistent with the Advancing Racial Equity policy, contractors will take all reasonable measures to advance racial equity during contract performance. Contractors will recognize and acknowledge this requires deconstructing barriers and changing systems, structures, policies and procedures. Contractors will be equitable, inclusive, transparent, respectful and impactful in serving and engaging residents. Contractors will have meaningful and authentic engagement with community and employees to strengthen the administration, development and implementation of policies and procedures to advance racial equity and ensure that all residents in need have awareness of and access to contracted services.

Please review Ramsey County's [Advancing Racial Equity policy](#) to learn more about Ramsey County's commitment to racial equity.

7.2. Non-Discrimination (In accordance with Minn. Stat. § 181.59)

Contractors will comply with the provisions of Minn. Stat. § 181.59 which require:

"Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees:

(1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

(2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;

(3) that a violation of this section is a misdemeanor; and

(4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract."

7.3. Equal Employment Opportunity and Civil Rights

7.3.1.

Contractors agree that no person shall, on the grounds of race, color, religion, age, sex, sexual orientation, disability, marital status, public assistance status,

criminal record (subject to the exceptions contained in Minn. Stat. §§299C.67 to 299C.71 and Minn. Stat. §144.057), creed or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all applicable federal and state laws against discrimination, including the Civil Rights Act of 1964. Contractors will furnish all information and reports required by the county or by Executive Order No. 11246 as amended, and by the rules and regulations and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

7.3.2.

Contractors shall comply with any applicable licensing requirements of the Minnesota Department of Human Services in employment of personnel.

7.3.3.

Contractors shall agree that no qualified individual with a disability as defined by the Americans with Disabilities Act, 42 U.S.C. §§12101-12213 or qualified handicapped person, as defined by United States Department of Health and Human Services regulations, Title 45 Part 84.3 (j) and (k) which implements Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, under Executive Order No. 11914 (41FR17871, April 28, 1976) shall be:

7.3.3.1.

Denied access to or opportunity to participate in or receive benefits from any service offered by contractors under the terms and provisions of this agreement; nor

7.3.3.2.

Subject to discrimination in employment under any program or activity related to the services provided by contractors.

7.3.3.3.

If it is discovered that a contractor is not in compliance with applicable regulations as warranted, or if the contractor engages in any discriminatory practices, as described above, then the county may cancel said agreement as provided by the cancellation clause of this agreement.

7.4. Diverse Workforce Inclusion Resources

For information and assistance in increasing the participation of women and minorities, contractors are encouraged to access the websites below:

1. <http://www.ramseycounty.us/jobconnect>
2. <http://www.ramseycounty.us/constructionconnect>

Job Connect and the Construction Connect provide a recruiting source for employers and contractors to post job openings and source diverse candidates.

Ramsey County's Job Connect links job seekers, employers and workforce professionals together through our website, networking events and community outreach. The network includes over 10,000 subscribed job seekers ranging from entry-level to highly skilled and experienced professionals across a broad spectrum of industries.

Employers participate in the network by posting open jobs, meeting with workforce professionals and attending hiring events. Over 200 Twin Cities community agencies, all working with job seekers, participate in the network.

Ramsey County's Construction Connect is an online and in-person network dedicated to the construction industry. Construction Connect connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Connect is a tool for contractors to help meet diversity hiring goals. Additional assistance is available through askworkforcesolutions@ramseycounty.us or by calling 651-266-9890.

8. General Contract/Agreement Terms and Conditions

8.1. Payment

8.1.1.

No payment will be made until the invoice has been approved by the County.

8.1.2.

Payments shall be made when the materials/services have been received in accordance with the provisions of the resulting contract.

8.2. Application for Payments

8.2.1.

The Contractor shall submit an invoice twice per month upon completion of services.

8.2.2.

Invoices for any goods or services not identified in this Agreement will be disallowed.

8.2.3.

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

8.2.4.

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will

cumulative payments to the Contractor exceed the percentage of project completion, as determined by the County.

8.2.5.

Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

8.2.6.

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

8.3. Independent Contractor

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners or joint ventures between the parties or as constituting the Contractor as an employee of the County.

8.4. Successors, Subcontracting and Assignment

8.4.1.

The Contractor binds itself, its partners, successors, assigns and legal representatives to the County in respect to all covenants and obligations contained in this Agreement.

8.4.2.

The Contractor shall not assign or transfer any interest in this Agreement without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

8.4.3.

The Contractor shall not enter into any subcontract for performance of any services under this Agreement without the prior written approval of the County. The Contractor shall be responsible for the performance of all subcontractors.

8.5. Compliance With Legal Requirements

8.5.1.

The Contractor shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body acting thereunder and all licenses, certifications and other requirements necessary for the execution and completion of the contract.

8.5.2.

Unless otherwise provided in the agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract, including registration to do business in Minnesota with the Secretary of State's Office.

8.6. Data Practices

8.6.1.

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

8.6.2.

The Contractor designates Tom Graham as its Responsible Designee, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.02 Subdivision 6, as the individual responsible for any set of data collected to be maintained by Contractor in the execution of this Agreement.

8.6.3.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used to access County data in the course of providing services under this Agreement. Access to County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services or construction are provided, at the end of the Project all County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the County written verification that the data has been purged.

8.7. Security

8.7.1.

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published by Information Services Information Security. The Policies are posted at <https://www.ramseycounty.us/businesses/doing-business-ramsey-county/contracts-vendors/information-security-policies-vendors>.

8.7.2.

Contractors shall report to Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

8.7.3.

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

8.7.4.

The County retains the right to inspect and review the Contractor's operations for potential risks to County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

8.7.5.

All County data and intellectual property stored in the Contractor's system is the exclusive property of the County.

8.8. Payment Card Industry (PCI) Compliance

8.8.1.

All Point of Interaction (POI) devices must meet the Payment Card Industry (PCI) PIN Transaction Security (PTS) requirements and be included in the PCI PIN transaction devices list. In order for these devices to transmit cardholder data on the Ramsey County network these devices must meet the PCI Point-To-Point Encryption (P2PE) standards.

8.9. HIPAA Compliance

8.9.1.

The Contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA, public law #104-191) and its amendments. The Contractor also agrees to comply with the HIPAA Privacy requirements, the HIPAA Standards for Electronic Transactions, the HIPAA Security requirements, the HIPAA Enforcement Rule, the HIPAA Breach Notification requirements, and any other applicable HIPAA laws, standards and requirements now or as they become law, including any future guidance issued by the Secretary of Health and Human Services.

8.9.2.

Because the Contractor's function or service, described in Section I, Scope of Services, will involve the disclosure of Protected Health Information (PHI) by the County, or the creation, use or disclosure of PHI by the Contractor on behalf of the County, the County (Covered Entity) is required to enter into a separate Business Associate Agreement (BAA) with the Contractor (Business Associate). The BAA ensures that the Contractor's performance under this contract (the Covered Agreement) complies with the privacy and security requirements under HIPAA and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH ACT). Consequently, the Contractor agrees to the terms and conditions of the BAA, attached hereto and incorporated herein by reference as Exhibit 1, and the parties further agree that the electronic approval of this contract also constitutes approval of the BAA.

8.10. Indemnification

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

8.11. Prison Rape Elimination Act (PREA)

Contractor and staff will comply with the Prison Rape Elimination Act of 2003 (42 U.S.C. § 15601 *et seq.*), which establishes a zero-tolerance standard against sexual assault, and with all applicable PREA Standards including background checks, county policies related to PREA and county standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse with Facilities/Client Services owned, operated or contracted. Contractor acknowledges that, in addition to "self-monitoring requirements" the county will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and county PREA policies may result in termination of the Agreement.

8.12. Contractor's Insurance

8.12.1.

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

8.12.2.

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to the County contracting department evidencing such coverage to the County throughout the term of this Agreement.

8.12.3. Cyber Liability

Contractor shall obtain and maintain Network Security and Privacy Liability Insurance, including first-party and third-party costs, for any privacy breach or security failure arising out of Contractor's performance of its services under this Contract that compromises Ramsey County data.

\$2,000,000 – per occurrence
\$5,000,000 – annual aggregate

If the policy is claims-made, the retroactive/prior acts date of such coverage shall be prior to the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years following completion of the work.

8.12.4.

Commercial general liability of no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,000,000 personal injury and advertising liability.

8.12.4.1.

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability and XCU. Contractor will be required to provide proof of completed operations coverage for 3 years after substantial completion.

8.12.5. Workers' Compensation

Contractor certifies it is in compliance with Minnesota Statutes Ch. 176 (Workers' Compensation). The Contractor's employees, subcontractors and agents will not be considered County employees. Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota.

Required minimum limits of \$500,000/\$500,000/\$500,000. Any claims that may arise under Minnesota Statutes Ch. 176 on behalf of these employees, subcontractors or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees, subcontractors or agents are in no way the County's obligation or responsibility.

If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements. If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the County with a certificate of insurance.

8.12.6.

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts. If provided to meet coverage requirements, the umbrella or excess liability policy must follow form of underlying coverages and be so noted on the required Certificate(s) of Insurance.

8.12.7.

The Contractor is required to add Ramsey County, its officials, employees, volunteers and agents as Additional Insured to the Contractor's Commercial General Liability, Auto Liability, Pollution and Umbrella policies with respect to liabilities caused in whole or part by Contractor's acts or omissions, or the acts or omissions of those acting on Contractor's behalf in the performance of the ongoing operations, services and completed operations of the Contractor under this Agreement. The coverage shall be primary and non-contributory.

8.12.8.

If the contractor is driving on behalf of the County but not transporting clients as part of the contractor's services under this contract, a minimum of \$500,000 combined single limit auto liability, including hired, owned and non-owned.

8.12.9.

The Contractor waives all rights against Ramsey County, its officials, employees, volunteers or agents for recovery of damages to the extent these damages are covered by the general liability, worker's compensation, and employers liability, automobile liability, professional liability and umbrella liability insurance required of the Contractor under this Agreement.

8.12.10.

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies and/or certificates of insurance shall be submitted to the County upon written request and within 10 business days.

8.12.11.

Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.

8.12.12.

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to the County.

8.12.13.

All Certificates of Insurance shall provide that the insurer give the County prior written notice of cancellation or non-renewal of the policy as required by the policy provisions of Minn. Stat. Ch. 60A, as applicable. Further, all Certificates of Insurance to evidence that insurer will provide at least ten (10) days written notice to County for cancellation due to non-payment of premium.

8.12.14.

Nothing in this Agreement shall constitute a waiver by the County of any statutory or common law immunities, defenses, limits, or exceptions on liability.

8.13.Audit

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon request, shall make available to the County, the State Auditor, or the County's ultimate funding source, a copy of the Agreement, and the

books, documents, records, and accounting procedures and practices of the Contractor relating to this Agreement.

8.14. Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

County:

Megan Schaefer, Planning Manager, Law Enforcement Center: 425 Grove Street, Saint Paul, MN 55101

Contractor:

Tom Graham, Senior Executive, 3329 Casey Street, River Falls, WI 54022

8.15. Non-Conforming Services

The acceptance by the County of any non-conforming goods/services under the terms of this Agreement or the foregoing by the County of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the County's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the County provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

8.16. Setoff

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor. The County may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

8.17. Conflict of Interest

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall 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 subparagraph shall be deemed a material breach of this Agreement.

8.18. Respectful Workplace and Violence Prevention

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officers, agents, and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

8.19. Force Majeure

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

8.20. Unavailability of Funding - Termination

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

8.21. Termination

8.21.1.

The County may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the County upon the commencement of such proceedings or other action.

8.21.2.

If the Contractor violates any material terms or conditions of this Agreement the County may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

8.21.3.

The County may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

8.22. Interpretation of Agreement; Venue

8.22.1.

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

8.22.2.

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

8.23. Warranty

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

8.24. Infringement

8.24.1.

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the County, defend, indemnify, and hold the County, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the County's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding. The County will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

8.24.2.

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such enjoinder is imminent), the Contractor shall either arrange for the County to continue using the software, licenses, materials, reports, documents, data, or

documentation at no additional cost to the County, or propose an equivalent, subject to County approval. The acceptance of a proposed equivalent will be at the County's sole discretion. If no alternative is found acceptable to the County acting in good faith, the Contractor shall remove the software, licenses, materials, reports, documents, data, or documentation and refund any fees and any other costs paid by the County in conjunction with the use thereof.

8.25. Ramsey County Cooperative Contract

This is a Ramsey County Cooperative Contract available to all Ramsey County departments.

8.26. Cooperative Purchasing

Public entities that have a purchasing Joint Powers Agreement with Ramsey County may purchase under this Agreement after having received written permission from the Contractor. Such public entities shall execute their own contract directly with the Contractor. Ordering and payment shall be the sole responsibility of such public entity and in no manner shall be the obligation, liability or responsibility of the County.

8.27. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

8.27.1.

Contracts and subcontracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8.27.2.

Resulting contracts and subcontracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

8.27.3.

Debarment and Suspension (Executive Orders 12549 and 12689)--A contract award at any tier (see 2 CFR 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8.27.4.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the County or the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County or the Contractor shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

8.27.5.

Byrd Anti--Lobbying Amendment (31 U.S.C. 1352)--Contractors that apply or bid for an award exceeding \$100,000 shall provide the required Contractor Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreement form. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non--Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the non--Federal awardee, Ramsey County.

8.27.6. 48 CFR § 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (JUN 2020)

(a) Definitions. As used in this clause -

Acquisition function closely associated with inherently governmental functions means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

- (1)** Planning acquisitions.
- (2)** Determining what [supplies](#) or services are to be acquired by the Government, including developing statements of [work](#).
- (3)** Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- (4)** Evaluating contract proposals.
- (5)** Awarding Government contracts.

(6) Administering contracts (including ordering [changes](#) or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).

(7) Terminating contracts.

(8) Determining whether contract costs are reasonable, allocable, and allowable.

Covered employee means an [individual](#) who performs an [acquisition function closely associated with inherently governmental functions](#) and is --

(1) An [employee](#) of the contractor; or

(2) A [subcontractor](#) that is a self-employed [individual](#) treated as a [covered employee](#) of the contractor because there is no employer to whom such an [individual](#) could submit the required disclosures.

Non-public information means any Government or third-party [information](#) that --

(1) Is exempt from disclosure under the [Freedom of Information Act \(5 U.S.C. 552\)](#) or otherwise protected from disclosure by statute, [Executive](#) order, or regulation; or

(2) Has not been disseminated to the general public and the Government has not yet determined whether the [information](#) can or will be [made](#) available to the public.

Personal conflict of interest means a situation in which a [covered employee](#) has a financial [interest](#), personal activity, or relationship that could impair the [employee's](#) ability to act impartially and in the best [interest](#) of the Government when performing under the contract. (A de minimis [interest](#) that would not "impair the [employee's](#) ability to act impartially and in the best [interest](#) of the Government" is not covered under this [definition](#).)

(1) Among the sources of personal conflicts of [interest](#) are -

(i) Financial [interests](#) of the [covered employee](#), of close family members, or of other members of the [covered employee's](#) household;

(ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and

(iii) Gifts, including travel.

(2) For example, financial [interests](#) referred to in paragraph (1) of this [definition](#) may arise from --

- (i) [Compensation](#), including wages, salaries, commissions, professional fees, or fees for business referrals;
- (ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);
- (iii) Services [provided](#) in exchange for honorariums or travel expense reimbursements;
- (iv) Research funding or other forms of research support;
- (v) Investment in the form of stock or bond ownership or partnership [interest](#) (excluding diversified mutual fund investments);
- (vi) Real estate investments;
- (vii) Patents, copyrights, and other intellectual [property](#) interests; or
- (viii) Business ownership and investment interests.

(b) Requirements. The Contractor shall --

- (1) Have procedures in place to screen covered [employees](#) for potential personal conflicts of [interest](#), by -
 - (i) Obtaining and maintaining from each [covered employee](#), when the [employee](#) is initially assigned to the task under the contract, a disclosure of [interests](#) that might be affected by the task to which the [employee](#) has been assigned, as follows:
 - (A) Financial [interests](#) of the [covered employee](#), of close family members, or of other members of the [covered employee](#)'s household.
 - (B) Other employment or financial relationships of the [covered employee](#) (including seeking or negotiating for prospective employment or business).
 - (C) Gifts, including travel; and
 - (ii) Requiring each [covered employee](#) to update the disclosure statement whenever the [employee](#)'s personal or financial circumstances change in such a way that a [new personal conflict of interest](#) might occur because of the task the [covered employee](#) is performing.
- (2) For each [covered employee](#) --

(i) Prevent personal conflicts of [interest](#), including not assigning or allowing a [covered employee](#) to perform any task under the contract for which the Contractor has identified a [personal conflict of interest](#) for the [employee](#) that the Contractor or [employee](#) cannot satisfactorily prevent or mitigate in consultation with the contracting [agency](#);

(ii) Prohibit use of [non-public information](#) accessed through performance of a Government contract for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of [non-public information](#) accessed through performance of a Government contract.

(3) Inform covered [employees](#) of their obligation --

(i) To disclose and prevent personal conflicts of [interest](#);

(ii) Not to use [non-public information](#) accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of [interest](#);

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered [employees](#) who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a [covered employee](#) as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. [Provide](#) follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include --

(i) Failure by a [covered employee](#) to disclose a [personal conflict of interest](#);

(ii) Use by a [covered employee](#) of [non-public information](#) accessed through performance of a Government contract for personal gain; and

(iii) Failure of a [covered employee](#) to comply with the terms of a non-disclosure agreement.

(c) Mitigation or waiver.

(1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a [personal conflict of interest](#) as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for -

(i) Agreement to a plan to mitigate the [personal conflict of interest](#); or

(ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the [personal conflict of interest](#).

(3) The Contractor shall --

(i) Comply, and require compliance by the [covered employee](#), with any conditions imposed by the Government as necessary to mitigate the [personal conflict of interest](#); or

(ii) Remove the Contractor [employee](#) or [subcontractor employee](#) from performance of the contract or terminate the applicable [subcontract](#).

(d) **Subcontracts.** The Contractor shall include the substance of this clause, including this paragraph (d), in [subcontracts](#) --

(1) That exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation [2.101](#) on the date of [subcontract](#) award; and

(2) In which [subcontractor employees](#) will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

8.28. Debarment and Suspension

Ramsey County has enacted Ordinance 2013-330 [Ramsey County Debarment Ordinance](#) that prohibits the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

8.29. Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and signed by both parties.

8.30. Entire Agreement

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

9. Special Contract Terms and Conditions

9.1. Special Contract Terms and Conditions

9.1.1. Payment Card Industry Compliance

Contractor shall at all times maintain compliance with the most current Payment Card Industry Data Security Standards (PCI DSS). Contractor shall provide a current copy of the attestation of compliance (AOC) and shall provide annually. All Point of Interaction (POI) devices must meet the Payment Card Industry (PCI) PIN Transaction Security (PTS) requirements and be included in the PCI PIN transaction devices list. In order for these devices to transmit cardholder data on the Ramsey County network these devices must meet the PCI Point-To-Point Encryption (P2PE) standards.

9.1.2. Contractor's Personnel

Contractor shall ensure that during the term of the resulting Agreement, it has adequate staff of competent personnel to perform the services and provide the Deliverables set forth in the Agreement. The County may, at any time, request in writing, the withdrawal or replacement of any personnel assigned to an SOW and such request shall not be unreasonably refused by the Contractor. The Contractor shall not replace or withdraw any personnel assigned to the Agreement without prior written consent of the County.

9.1.3. Identity of Subcontractors

The identity of all subcontractors who will work on the Project shall be disclosed in the Contractor's Proposal. If during the performance of the resulting Agreement, the Contractor intends to enter into any further subcontracts it shall only be with the prior written approval of the County, and subject to such conditions and provisions as the County may deem necessary.

9.1.4. Prison Rape Elimination Act (PREA)

Contractor and staff will comply with the Prison Rape Elimination Act of 2003 (42 U.S.C. § 15601 et seq.), which establishes a zero-tolerance standard against sexual assault, and with all applicable PREA Standards including background checks, county policies related to PREA and county standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse with Facilities/Client Services owned, operated or contracted. Contractor acknowledges that, in addition to "self-monitoring requirements" the county will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and county PREA policies may result in termination of the Agreement.

9.1.5. CJIS Requirements

The County has electronic access to state and federal databases containing unencrypted and confidential Criminal Justice Information ("CJI"). These databases are managed by the Minnesota Bureau of Criminal Apprehension ("BCA") which

requires that anyone who could have 'logical and physical access to CJI' must submit to a fingerprint-based record check ("Covered Individuals"). This includes not only those who actually have authorization to access CJI from their desktop computers, but also includes those who receive the CJI for any reason and those who do not receive CJI but are or could be in the general physical proximity of those who do receive it. This includes both a Contractor's employees and sub-contractors.

Covered Individuals must contact the BCA at BCACJISSATScreening@state.mn.us to complete the vendor screening program. Covered Individuals must complete the program and obtain approval prior to accessing any CJIS data under the resulting Agreement.

Upon receipt of the record checks, the County will evaluate them to determine, in the County's sole discretion, whether the individual may provide services to the County pursuant to the resulting agreement. The County may require Covered Individuals to submit to a background check every five years

Additionally, Contractor and all applicable employees and/or subcontractors must be in compliance with all applicable data security rules and regulations. Contractor must maintain an overall understanding and provide the current level of compliance with Federal Bureau of Investigation's Criminal Justice Information Services (FBI CJIS) Security Policy 5.4, and related security policy(ies) or its successor version(s), including the *CJIS Security Addendum, Exhibit 2* and the *CJIS Security Addendum Certification, Exhibit 3* as well as the Minnesota Bureau of Criminal Apprehension's Minnesota Justice Information Services (BCA MNJIS) security requirements outlined in FBI CJIS requirements document(s) and BCA Security Policy 5050, or its successor version(s). **Exhibit 2** and **Exhibit 3** are attached and made a part of this Agreement.

9.1.6. HIPAA Compliance

a.) The Contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA, public law #104-191) and its amendments. The Contractor also agrees to comply with the HIPAA Privacy requirements, the HIPAA Standards for Electronic Transactions, the HIPAA Security requirements, the HIPAA Enforcement Rule, the HIPAA Breach Notification requirements, and any other applicable HIPAA laws, standards and requirements now or as they become law, including any future guidance issued by the Secretary of Health and Human Services.

b.) Because the Contractor's function or service, described in **this Agreement Section 2, Scope of Services**, will involve the disclosure of Protected Health Information (PHI) by the County, or the creation, use or disclosure of PHI by the Contractor on behalf of the County, the County (Covered Entity) is required to enter into a separate Business Associate Agreement (BAA) with the Contractor (Business Associate). The BAA ensures that the Contractor's performance under the resulting contract (the Covered Agreement) complies with the privacy and security requirements under HIPAA and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH ACT). Consequently, the Contractor agrees to the terms and conditions of the BAA, attached hereto and made a part of this Agreement as **Exhibit 4**, and the parties

further agree that the electronic approval of this Agreement also constitutes approval of the BAA.

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1. **Virtual Infrastructure/Cloud Services.** In addition to the Contractor responsibilities listed in the Agreement by and between the Parties, Contractor acknowledges and agrees to assume the following additional responsibilities:
 - 1.1. **Connectivity.** Contractor will provide the connectivity as described in in the Agreement.
 - 1.2. **Load Balancing.** Contractor will load balance the County applications to meet the needs of the County’s operations, as may be further described in the County’s system architecture specifications, or as mutually agreed to by the Parties.
 - 1.3. **Security.** Contractor will implement reasonable and appropriate systems and procedures sufficient to ensure the security and confidentiality of the County Data, as further specified herein. County Data is defined as the data described in the Data Practices section of this Professional Services Agreement.
 - 1.4. **SOC 3.** Contractor will provide the Services utilizing a SOC 3 compliant data center located in the continental United States. Contractor will perform periodic audits (SOC 3 or other industry equivalent standard mutually agreed to by the Parties) of Contractor’s security controls (i.e., physical and logical security, network configuration, change/problem and vulnerability management and recovery services), and make available to the County a copy of such SOC 3 report and, upon the County’s request, written reports regarding such audits. In the event of any qualified statements in such reports that materially impact the County, the County may immediately terminate the Agreement for material breach without further period to cure.
 - 1.5. **Back-up Services.** Contractor will perform the backup services at the following intervals: Contractor will back-up the servers containing County Data one time each day to a storage area network (SAN), and Contractor will keep each such daily back-up for seven days; Contractor will back-up the servers containing County Data one time each week to a back-up tape. Each week, the back-up tape will be encrypted and stored offsite at a SOC 3 facility located in the continental United States. Contractor will retain one back-up tape per week for seven years. In addition, Contractor will fulfill restoration requests as directed by the County due to site failures. Restoration will be performed within the interval of two to four hours depending on the urgency of the request; and the agreed upon location of the desired back-up media; and if the location is expected to be down for more than 24 hours, Contractor will immediately transfer appropriate back-up data and re-establish all hosting operations in an appropriately functioning secondary server or location.
 - 1.6. **Anti-Virus Software.** Contractor will install and maintain industry standard anti-virus and anti-spyware software for all physical and virtual servers used to provide the Services.
 - 1.7. **Fix Errors.** Contractor will use Contractor’s best efforts to promptly remedy any failure of the Services.
2. **Multi Factor Authentication.** Contractor will utilize a secure, multi-factor method of remote authentication and authorization to access the system(s).

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3. Monitoring Services. Contractor will provide the following additional Services with respect to system monitoring:

3.1. Access. Contractor will provide access to Contractor’s client portal, monitoring and alerting of the County’s servers, as well as the processes and services being executed by such servers by Contractor’s Network Operations Center on a 24 x 7 x 365 basis. In addition, the County will be provided with access to Contractor’s Network Operations Center, which allows for 24x7x365 access to support requests, open ticket status, reporting and a knowledge base of previous County issues and projects.

3.2. Monitoring and Detection. Contractor will provide monitoring and alerting by Contractor’s Network Operations Center on a 24 x 7 x 365 basis of Services.

3.3. Equipment Monitored. The County requests that the Services be provided to cover the computer related items detailed on any network and infrastructure equipment inventory list maintained by Contractor in any County provided disaster recovery guidelines.

3.3.1 Additional Equipment. If the County has or purchases additional equipment, the monthly fee for Services will automatically be increased at the beginning of the following month to cover the additional equipment. Additional equipment must be inspected and certified as “fit for purpose” by Contractor before it is covered under this Hosting Security Exhibit.

3.3.2 Equipment Retirement. If the County retires equipment that is not replaced in kind, the monthly fee for Services will automatically be decreased at the beginning of the next month to account for the decrease in the need for support. The County must notify Contractor of the equipment retirement date via e-mail.

3.3.3. County To Provide Access. The County will provide full and complete access, including admin usernames and password, to all equipment covered under this Hosting Security Exhibit.

3.4. Notification. Contractor will notify the County of disruption in any Services for which Contractor is providing monitoring. To the extent not specified, Contractor will provide the County with weekly reports of Contractor’s monitoring results.

3.5. Fix Issues. Contractor will promptly apply a fix to any disruption in the Services.

3.6. Communication with Network Operations Center. The County may communicate with the Network Operations Center via telephone, email, or client portal ticket 24 hours a day, seven days a week and 365 days a year.

3.7. Initiation of Client Portal Tickets. Unless stated otherwise, client portal tickets are initiated or escalated within 15 minutes of receipt..

4. Operating System Patch Services. Contractor will provide the following Services with respect to operating system Patches:

4.1. Patch Monitoring Services. Contractor will monitor recommendations from software vendors relating Patches (defined below) to software used in one or more Services.

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- 4.2. Installation Services.** Contractor will install Patches at a time appropriate to their risk level, which may include considering the following factors: any possible disruption to the Services, and the urgency of the need to install the Patch.
- 4.3. Notification.** Contractor will notify the County of Patch management installations in accordance with the notification requirements agreed upon by the County and Contractor in any Patch Management and Monitoring. To the extent not specified, Contractor will provide the County with weekly reports of Contractor’s Patch recommendations and/or installations.
- 4.4. Definition of Patch.** For the purposes of this Hosting Security Exhibit, the term “Patch” means platform and applications software security and anti-virus updates and other software fixes and updates issued by and recommended for installation by software vendors for Software used in one or more Services.
- 5. Security Standards.** Contractor shall comply with all security measures and policies as outlined in the Agreement as well as Contractor’s data privacy, security policies, client guide and/or Information Security Policy, and security procedures that apply to county data, which have been provided to the County and are herewith included herein by reference. The Contractor shall not modify data privacy and security policies absent the County’s express consent. In the event Contractor materially degrades the information security standard during any such modification, such degradation shall constitute a material breach by Contractor under the Agreement Contractor will comply with applicable U.S. laws and regulations concerning information security, the US-EU Privacy Shield Framework as established by the United States Department of Commerce and conduct SSAE 16 audits (or SOC 2) at least annually, or in the event it is superseded, the resultant SSAE 16 equivalent.
- 6. Security Program.** Contractor agrees and represents that it currently maintains information protection practices and procedures (“Security Program”) that complies with industry best practice and applicable privacy laws. Contractor’s Security Program includes, at a minimum:
- 6.1.** Appropriate administrative, technical, and physical safeguards and other security measures designed to ensure the security and confidentiality of County Data;
 - 6.2.** A security design intended to prevent any compromise of Contractor’s own information systems, computer networks or data files by unauthorized users, viruses, or malicious computer programs which could in turn be propagated to County;
 - 6.3.** Appropriate internal practices including, but not limited to, encryption of data in transit and at rest; using appropriate firewall and antivirus software; maintaining these countermeasures, operation systems and other applications with up-to-date virus definitions and security patches so as to avoid any adverse impact to County’s systems or information; appropriate logging and alerts to monitor access controls and assure data integrity and confidentiality; installing and operating security mechanisms in the manner intended sufficient to ensure County government operations must not be disrupted; permitting only authorized users access to systems and applications; and preventing unauthorized access to County systems via the Contractor’s networks and access codes; and

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6.4. All persons with authorized access to County Data must have a documented genuine need-to-know prior to access;

6.5. Contractor warrants that the services and deliverables will not contain, and Contractor, its employees or Contractor’s Agents will not introduce through data transmission or any other means, any virus, ransomware, malware, spyware, bomb, worm, trap door, back door, Trojan horse, malicious logic, drop dead device, software lock, disabling code or any other contaminant, program routine or disabling device, including without limitation, any key, timer, clock, counter, local shared object/flash cookies or other self-enacting device or limiting routines, codes, commands, or instructions or other feature that may have the effect or that could be used to access, track activity on, alter, delete, damage, deactivate, interfere with, disable or otherwise harm any service or deliverable or the County owned, licensed and/or leased computer hardware, software, code, systems, data, compilations of data, or other property.

7. Source Code Protection. Contractor will have in place and will maintain an industry standard security program which protects Contractor’s source code from a compromise by Contractor’s subcontractors or any other third party.

8. Audit. County may conduct a security review of Contractor’s Security Program when determined as reasonably required by County. Contractor will provide County copies of its data privacy and security policies and procedures that apply to County Data. Subject to reasonable notice, Contractor shall provide County an opportunity to conduct a privacy and security audit of Contractor’s Security Program and systems and procedures that are applicable to the Services provided by Contractor to County. Such audit may be conducted on-site by County personnel or County’s contracted third party assessors or through surveys and interviews, at the option of County. In the event that Contractor has any security audits or review of its own systems performed by Contractor or a third party, including vulnerability and penetration assessments, it will give County notice of any current findings that are likely to adversely impact County Data and will keep County timely informed of its remediation efforts. If the audit reveals any vulnerability, Contractor shall correct such vulnerability at its sole cost and expense and shall certify the same in writing to County. Contractor shall use best efforts to correct all vulnerabilities and provide County a report explaining corrective actions immediately but no later than within thirty (30) days of completion of the audit, unless County agrees in writing otherwise. Contractor’s failure to procure audits or to complete corrections in a timely manner will be a material breach of the Agreement.

9. Mobility and Transfer of Data. No Confidential Information, CPI, CPM or County Data shall be stored, transported, or kept on a laptop or any other mobile device or storage media, including USB, “thumb drives,” DVDs, CDs, unless encrypted using an encryption methodology approved in writing by County. All electronic data transfers of County Data must be via secure FTP or other County approved protocol and/or in approved encrypted form. Any physical removal or transfer of County Data from County’s or Contractor’s facilities shall be conducted only according to controls developed or approved by County.

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10. Security Certification. Contractor must maintain a level of security certification or assessment consistent with best practices and by a qualified third party reasonably acceptable to County. Such certifications shall be provided to County as reasonably requested by County.

11. Segmentation. Contractor warrants that all County Data is maintained so as to preserve segmentation of County Data from data of others.

12. Controls. The County agrees that Contractor is solely responsible for all testing and auditing, including port scanning and penetration testing, of Contractor security controls. Contractor shall provide results of such testing as requested by the County.

13. Penetration Testing. Penetration testing of the Contractor’s architecture is included at a frequency of one per year at no additional cost. Contractor will coordinate with the current Contractor penetration testing vendor and shall use best efforts to remedy any issues identified immediately but no later than within thirty (30) days of reporting. At the County’s request Contractor will provide the final report to the County once it has been verified it does not contain information related to any other clients. Contractor’s failure to remedy and report the remedy in a timely manner will be a material breach of the Agreement. Additional penetration tests or the County specific penetration tests will be at the expense of the County and will be arranged through Contractor’s vendor for penetration testing.

14. Security Policies. Contractor’s security policy is posted [Insert URL] and is made up of the following documents:

- Acceptable Use Policy
- Access Control Policy
- Business Continuity Policy
- Data Destruction and Retention Policy
- Data Security Policy
- Disaster Recovery Policy
- Email Use Policy
- Encryption Policy
- Exception Request Policy
- Incident Management policy
- Internet Security Policy
- Mobile Device Policy
- Network Security Policy
- Password Policy
- Patch Management Policy
- Personnel Security and Termination Policy

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- Physical Security Policy
- Privacy Policy
- Physical Security Policy
- Server Security Policy
- Scanning and Security Policy
- Server Audit Policy
- Third Party Access Policy

15. Hosting Security Standards. The hosting security standards for the Contractor or Contractor’s Agent’s data center(s) (the “Data Center”) include:

- Physical Security
 1. Video cameras
 2. Motion sensors
 3. Fire sensors
 4. Locked doors with controlled access
 5. Manned reception area
 6. Visitor log

There are no external windows in the Data Center. In the Data Center, all physical equipment is owned or leased by Contractor and/or Contractor’s Agent and is subject to terms herein for all such hosting services including without limitation the secure management and monitoring of all components of the Services provided. Exterior perimeter walls, doors, windows and the main interior entry door to the raised floor environment are constructed of materials that afford UL rated ballistic protection. Vegetation and other objects within the Data Center are maintained such that an intruder would not be concealed.

Physical access mechanisms (e.g. access cards, biometric devices, man-traps and portals) have been implemented and are administered by local operations staff to help ensure that only authorized individuals have the ability to access the Data Center. Portals and Tdar man-traps have been installed as an anti-tailgating measure in the Data Center lobby. All access into and out of the Data Center is through either a portal or Tdar man-trap. The portal/man-trap bypass doors are only to be used in the event an individual is unable to use the portal or man-trap. Examples include handicap, phobia or other restrictions on a case-by-case basis. Tours and emergency Data Center security operations crews will be permitted to use the Portal bypass door, when necessary. All security systems have dedicated 24x7 UPS systems and standby emergency power support.

The Data Center incorporates video cameras, motion sensors, fire sensors, locked doors with controlled access, manned reception area, visitor log, and glass break sensors in the Data Center. There are no external windows in the Data Center. Video cameras are used in the front entrances, emergency exits, secure areas, main lobby, elevators, general employee areas, within the Data Center and monitoring the grounds and parking lots around the Data Center. Security monitoring is recorded to digital files with a 90 day retention. Tapes are rotated every 30 days and are stored offsite. Motion sensors are located on the

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roof and are armed 24x7. The Data Center utilizes on-site and remote monitoring centers and both are manned 24x7.

The Data Center requires a key-card for entry. Only three designated employees are permitted to open the door to accept shipments or greet visitors. The Data Center is staffed from 6 a.m. to 7 p.m. weekdays. Security guards patrol the building during unstaffed hours. Video cameras are positioned in the areas surrounding the Data Center. All visitors must sign in and be escorted at all times.

All persons requesting access into the Data Center must be positively identified. This process requires the requesting person to submit valid (unexpired) Government issued photographic ID at the desk and sign in and out of the Data Center. Visitors must be approved by Contractor’s personnel prior to arriving at the Data Center. The Data Center incorporates secure badges, secure visitor badges, and biometrics. All visits must be arranged in advanced, and all visitors are escorted at all times.

- Network Security
 1. Every connection to an external network is terminated at a firewall.
 2. Network devices are configured to prevent communications from unapproved networks.
 3. Network devices deny all access by default.
 4. Security patches are regularly reviewed and applied to network devices.
 5. Contractor follows a strict change management process which incorporates Change Advisory Board review and approvals.
 6. Communication through a network device is controlled at both the port and IP address level.
 7. There is a documented standard for the ports allowed through the network devices.
 8. Contractor prevents unauthorized devices from physically connecting to the internal network.
 9. There is an approval process to allow the implementation of extranet connections.
 10. There are regular scans for rogue wireless access points.
 11. Contractor manages a SIEM (Security Information and Event Management) tool to review any potential security, infrastructure and vulnerabilities.
 12. Contractor subscribes to Contractor’s Agent’s dedicated NIDS service and 24 x 7 incident response to monitor and respond to intrusion attempts.
 13. The Data Center is compliant with SOC-1 and SOC-2.

16. Backup. Contractor uses daily on-site backups that are transferred offsite weekly. On-site backups are in a secured tape library within the data center. The tapes travel to a secure facility in locked storage. All of the County Data will be contained in a distinct database that will follow the backup process set forth in the Agreement. Some systems are not backed up because they do not contain any useful data and the recovery process is to rebuild these systems.

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- Full backups of the County’s repositories are performed daily at 11:30 p.m. CT.
- Incremental backups are performed every hour.
- The backups are sent to tape every evening.
- Backup tapes are tracked in the Data Center where the backup takes place.
- Tapes are in locked containers before going offsite.
- The containers are tracked in the offsite facility and are stored for thirty (30) days.

17. Disaster Recovery. Contractor’s Disaster Recovery plan is structured in a recovery team format. This format increases the efficiency by allowing departments to be recovered concurrently. The plan provides critical recovery solutions, information and specific steps required to be followed by each team member to ensure successful recovery. Contractor has a Crisis Manager and leadership identified with responsibilities clearly assigned. Alternates for each critical team member are identified to be involved in the event that the team member is not available. The Disaster Recovery Plan is tested and updated at least annually or when major changes warrant updating. A report of each Disaster Recovery test is completed and any identified gaps and lessons learned are shared with leadership. Any major gaps are prioritized and mitigated where ever possible. At the County’s request, Contractor will provide the final report once it has been verified it does not contain information related to any other clients.

Contractor also includes Business Continuity Plans (BCP) as part the annual testing efforts. This includes a full BCP tabletop exercise with leadership engagement. A report of the annual BCP test is generated and reviewed with leadership. Any gaps identified are prioritized by leadership and are assigned and mitigated where ever possible before the next BCP test if not before. At the County’s request, Contractor will provide the final report once it has been verified it does not contain information related to any other clients.

18. County Data. The Contractor shall provide the County with all County Data upon termination or at any earlier time in the format reasonably requested by the County at no additional cost to the County. In addition, to the extent the County requests Transition Services, the Contractor will provide such Transition Services as provided below. The return of the County Data will either be provided once Transition Services are completed, or earlier, as requested by the County. The Contractor shall not destroy the County Data until such time as the County has confirmed successful access to the returned County Data.

18.1. “Transition Services” means those Services that are provided by Contractor to County at the time of expiration or termination of the Agreement, Service Order, SOW, or any other termination of Services, along with any new services that County may require to transfer County Data, and the affected Services to County or to any third party designated and authorized by County.

18.2. “Transition Services Period” means a period of six (6) months, or as otherwise described in the Agreement, Service Order or SOW, for the orderly transition of Services

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and transfer of any County Data to County or another service provider, beginning upon the expiration of the Agreement, Service Order, SOW, or other termination of Services.

18.3. “Transition Services Plan” is the written methodology and approach, including Deliverables and timelines that Contractor will use to deliver the Transition Services during the Transition Services Period.

18.4. Transition Services. In connection with the expiration or termination of the Agreement, any Service Order, or SOW, for any reason, and notwithstanding any dispute between the Parties, Contractor will provide Transition Services for the Transition Services Period, or as otherwise agreed upon between the Parties as follows: (i) Applicable Requirements and Access. At no additional cost Contractor will provide County and any designated Third Party Service Provider in writing, to the extent applicable, applicable standards, policies, operating procedures, and other Documentation relating to the affected Services; (ii) Development of Transition Services Plan. If requested by County, at Contractor’s expense, Contractor will assist County and its designated Third Party Service Provider in developing a Transition Services Plan; (iii) Comparable Fees. Contractor shall provide the Transition Services during the Transition Service Period at fees that are no greater than fees charged County for comparable services prior to termination or if comparable services were not performed for County prior to termination or expiration, then at fees no greater than the fees charged by Contractor to other similarly situated customers or fair market value, whichever amount is less; (iv) Post Transition Services Period. For up to three (3) months after the Transition Services Period, at no cost to County, Contractor will answer all reasonable and pertinent verbal or written questions from County regarding the Services on an “as needed” basis as agreed to by the Parties, and deliver to the County any County owned reports materials and information including without limitation any Confidential Information, CPI, CPM, and County Data that might still be in the possession of Contractor; and (v) Absolute Obligation. Contractor agrees that it has an absolute and unconditional obligation to provide County with Transition Services and Contractor’s quality and level of performance during the Transition Service Period will continue to adhere to all requirements of the Agreement.

19. Data Retention. Contractor may continue to keep or maintain any County Data obtained in the course of performance of the Services so long as the Agreement and the relevant Service Order or SOW remains in effect and such use shall not extend beyond the termination of the Agreement or the relevant Service Order or SOW except with respect to providing Transition Services, provided that Contractor will provide a copy of the County Data upon termination or expiration of the Agreement in accordance with Section XX or at any time requested by County.

20. Warranties.

20.1. Contractor warrants that the Services and Deliverables will not contain, and Contractor, its employees or Contractor’s Agents will not introduce through data transmission or any other means, any virus, ransomware, malware, spyware, bomb, worm, trap door, back door, Trojan horse, malicious logic, drop dead device, software lock, disabling code or any other contaminant, program routine or disabling device, including without limitation, any key, timer, clock, counter, local shared object/flash

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cookies or other self-enacting device or limiting routines, codes, commands, or instructions or other feature that may have the effect or that could be used to access, track activity on, alter, delete, damage, deactivate, interfere with, disable or otherwise harm any Service or Deliverable or the County owned, licensed and/or leased computer hardware, software, code, systems, data, compilations of data, or other property.

20.2. Contractor warrants that (a) all Services and Deliverables will strictly comply, function and perform in accordance with the functional requirements and specifications of County or as otherwise identified in any and all specifications, criteria, requirements and documentation specified or referred to in the applicable Service Order(s) and/or SOW(s), (b) the Documentation, if any is to be provided, will be accurate, complete and sufficient in detail to enable the End Users to use all of the functionality of the Services and Deliverables without assistance from Contractor or any third party, (c) no information transferred through or stored in or on the Services or Deliverables, while in the possession or under the control of Contractor, will be subject to any loss of accuracy or integrity or corruption, and (d) all Services or Deliverables will comply, function and perform in accordance with all applicable laws and regulations. In the event that the County discovers that any Services or Deliverables do not conform to and perform in accordance with the specifications and requirements of the County, the County shall promptly notify Contractor in writing of such nonconformance, and Contractor shall, at Contractor’s sole cost and expense, promptly re-perform Services to modify such Services or Deliverable to make it conform, time being of the essence. In the event Contractor is unable to qualitatively and functionally re-perform the Services or correct a Deliverable within five (5) business days of County notice of the nonconforming Service or Deliverable, County may seek and obtain a refund for the defective Services or Deliverable. Contractor’s failure to properly remedy any failed warranty outlined above shall not preclude County from exercising any other remedies available to it under the Agreement or at law or equity.

20.3. Contractor represents and warrants that all third party materials required to operate and fully utilize the Services or Deliverables will be fully disclosed to the County and are commercially available to the County and unless otherwise identified in a Service Order or SOW, no additional license fee or other costs will be incurred by County for use of the Services. Contractor shall and hereby does assign and pass through to the County all warranties, representations and indemnities granted to Contractor by third parties in and with respect to such third party materials, or any component thereof, and all remedies for breach of such warranties, representations and indemnities.

- 1. County Policies, Procurements & Requirements.** Contractor will perform Services in accordance with the Agreement and any County policies, procedures, and any requirements specifically provided to Contractor. If policies, procedures or standards are updated or changed, County will provide reasonable advance notice when feasible to Contractor. If Contractor is unable or unwilling to comply with the updated or changed County policies, procedures and requirements within thirty (30) days of notice of such update or change, the Agreement may be terminated for cause without a further period of time to cure. If Contractor performs Services through Contractor's Agent, Contractor shall ensure that such Contractor's Agent shall perform such Services in accordance with the terms of the Agreement, including any County provided policies, procedures and requirements.
- 2. Multi Factor Authentication.** Contractor will utilize a secure, multi-factor method of remote authentication and authorization to access the system(s).
- 3. Security Program.** Contractor agrees and represents that it currently maintains information protection practices and procedures ("**Security Program**") that complies with industry best practice and applicable Privacy Laws. Contractor's Security Program includes, at a minimum:
 - A.** Appropriate administrative, technical, and physical safeguards and other security measures designed to ensure the security and confidentiality of County Data;
 - B.** A security design intended to prevent any compromise of Contractor's own information systems, computer networks or data files by unauthorized users, viruses, or malicious computer programs which could in turn be propagated to County;
 - C.** Appropriate internal practices including, but not limited to, encryption of data in transit and at rest; using appropriate firewall and antivirus software; maintaining these countermeasures with up-to-date virus definitions and security patches so as to avoid any adverse impact to County's systems or information; appropriate logging and alerts to monitor access controls and assure data integrity and confidentiality; installing and operating security mechanisms in the manner intended sufficient to ensure County government operations must not be disrupted; permitting only authorized users access to systems and applications; and preventing unauthorized access to County systems via the Contractor's networks and access codes; and
 - D.** All persons with authorized access to County Data must have a documented genuine need-to-know prior to access.
- 4. Training and Supervision.** Contractor conducts appropriate and reasonable background checks or other investigations of its job candidates or Contractor's Agents prior to such persons' employment or access to County Data. Contractor represents that it maintains adequate training and education programs to ensure that its employees and Contractor's Agents are aware of and adhere to its Security Program. Contractor shall exercise necessary and appropriate supervision over its employees and Contractor's Agents to maintain appropriate confidentiality and security of County Data.
- 5. Third Parties.** Contractor shall not share, transfer, disclose or otherwise provide access to any County Data, to any third party unless it is a Third Party Service Provider or Contractor's

Agent and County has authorized Contractor to do so in writing. Contractor will ensure that any Contractor's Agent it may desire to perform any of the services required by its Agreement with County shall be obligated to have a Security Program equivalent to that required of the Contractor. Further, regarding any Data Incident, Contractor shall contractually preserve for County all such rights as County has above. Regarding audit rights, Contractor shall contractually preserve for County all such rights as County has in the section below. Contractor shall not share County Data with any other third party, without prior written approval, or if required, to comply with legal process, only after notice to County. Contractor shall only retain Contractor's Agents that are capable of performing the delegated obligations in accordance with the Agreement.

- 6. Source Code Protection.** Contractor will have in place and will maintain an industry standard security program which protects Contractor's source code from a compromise by Contractor's subcontractors or any other third party.
- 7. Audit.** County may conduct a security review of Contractor's Security Program when determined as reasonably required by County. Contractor will provide County copies of its data privacy and security policies and procedures that apply to County Data. Subject to reasonable notice, Contractor shall provide County an opportunity to conduct a privacy and security audit of Contractor's Security Program and systems and procedures that are applicable to the Services provided by Contractor to County. Such audit may be conducted on-site by County personnel or County's contracted third party assessors or through surveys and interviews, at the option of County. In the event that Contractor has any security audits or review of its own systems performed by Contractor or a third party, including vulnerability and penetration assessments, it will give County notice of any current findings that are likely to adversely impact County Data and will keep County timely informed of its remediation efforts. If the audit reveals any vulnerability, Contractor shall correct such vulnerability at its sole cost and expense and shall certify the same in writing to County. Contractor shall use best efforts to correct all vulnerabilities and provide County a report explaining corrective actions immediately but no later than within thirty (30) days of completion of the audit, unless County agrees in writing otherwise. Contractor's failure to procure audits or to complete corrections in a timely manner will be a material breach of the Agreement.
- 8. Security Certification.** Contractor must maintain a level of security certification or assessment consistent with best practices and by a qualified third party reasonably acceptable to County. Such certifications shall be provided to County as reasonably requested by County.
- 9. Security Standards.** Contractor shall comply with all security measures and policies as outlined in the Agreement as well as Contractor's client guide and/or Information Security Policy which have been provided to the County and are herewith included herein by this reference. The Contractor shall not modify its client guide and/or Information Security Policy absent the County's express consent. In the event Contractor materially degrades the information security standard during any such modification, such degradation shall constitute a material breach by Contractor under the Agreement and this Information Security Exhibit. Contractor will comply with applicable U.S. laws and regulations concerning

information security, the US-EU Privacy Shield Framework as established by the United States Department of Commerce and conduct SSAE 16 audits (or SOC 2) at least annually, or in the event it is superseded, the resultant SSAE 16 equivalent.

- 10. Controls.** The County agrees that Contractor is solely responsible for all testing and auditing, including port scanning and penetration testing, of Contractor security controls. Contractor shall provide results of such testing as requested by the County.
- 11. Penetration Testing.** Penetration testing of the Contractor's architecture is included at a frequency of one per year at no additional cost. Contractor will coordinate with the current Contractor penetration testing vendor and shall use best efforts to remedy any issues identified immediately but no later than within thirty (30) days of reporting. At the County's request Contractor will provide the final report to the County once it has been verified it does not contain information related to any other clients. Contractor's failure to remedy and report the remedy in a timely manner will be a material breach of the Agreement. Additional penetration tests or the County specific penetration tests will be at the expense of the County and will be arranged through Contractor's vendor for penetration testing.
- 12. Anti-Malware Warranty.** Contractor warrants that the Services and Deliverables will not contain, and Contractor, its employees or Contractor's Agents will not introduce through data transmission or any other means, any virus, ransomware, malware, spyware, bomb, worm, trap door, back door, Trojan horse, malicious logic, drop dead device, software lock, disabling code or any other contaminant, program routine or disabling device, including without limitation, any key, timer, clock, counter, local shared object/flash cookies or other self-enacting device or limiting routines, codes, commands, or instructions or other feature that may have the effect or that could be used to access, track activity on, alter, delete, damage, deactivate, interfere with, disable or otherwise harm any Service or Deliverable or the County owned, licensed and/or leased computer hardware, software, code, systems, data, compilations of data, or other property.
- 13. Mobility and Transfer of Data.** No County data shall be stored, transported, or kept on a laptop or any other mobile device or storage media, including USB, "thumb drives," DVDs, CDs, unless encrypted using an encryption methodology approved in writing by County. All electronic data transfers of County Data must be via secure FTP or other County approved protocol and/or in approved encrypted form. Any physical removal or transfer of County Data from County's or Contractor's facilities shall be conducted only according to controls developed or approved by County.
- 14. Security Policies.** Contractor's security policy is posted [Insert URL] and is made up of the following documents:
 - Acceptable Use Policy
 - Access Control Policy
 - Business Continuity Policy
 - Data Destruction and Retention Policy
 - Data Security Policy

- Disaster Recovery Policy
- Email Use Policy
- Encryption Policy
- Exception Request Policy
- Incident Management policy
- Internet Security Policy
- Mobile Device Policy
- Network Security Policy
- Password Policy
- Patch Management Policy
- Personnel Security and Termination Policy
- Physical Security Policy
- Privacy Policy
- Physical Security Policy
- Server Security Policy
- Scanning and Security Policy
- Server Audit Policy
- Third Party Access Policy

15. Disaster Recovery. Contractor’s Disaster Recovery plan is structured in a recovery team format. This format increases the efficiency by allowing departments to be recovered concurrently. The plan provides critical recovery solutions, information and specific steps required to be followed by each team member to ensure successful recovery. Contractor has a Crisis Manager and leadership identified with responsibilities clearly assigned. Alternates for each critical team member are identified to be involved in the event that the team member is not available. The Disaster Recovery Plan is tested and updated at least annually or when major changes warrant updating. A report of each Disaster Recovery test is completed, and any identified gaps and lessons learned are shared with leadership. Any major gaps are prioritized and mitigated wherever possible. At the County’s request, Contractor will provide the final report once it has been verified it does not contain information related to any other clients.

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ATTACHMENT C – COMMISSARY SYSTEM REQUIREMENTS AND QUESTIONNAIRE

Contractor Name: TurnKey Corrections

Instructions:

Contractor shall answer Yes (“Y”) or No (“N”) for every functional requirement. If Contractor answers ‘N’ for any functional requirement, Contractor must enter an explanation in the ‘Comments’ section as to why the functional requirement cannot be met.

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
A. COMPLIANCE					
1. FCC Compliance / Data Privacy	The system is compliant with all federal, state, and local laws, statutes, ordinances, rules, regulations, and standards for data privacy and the Federal Communications Commission (FCC).	M	Y		TurnKey Corrections Agrees and complies.
2. ADA Compliance	The system is compliant with the Americans with Disability Act (ADA) and accessible to hard of hearing individuals.	M	Y		TurnKey Corrections Agrees and complies.
3. FBI CJIS and BCA MNJIS Compliance	The contractor and system is compliant with federal and state laws and regulations, including the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) and the Minnesota Bureau of Criminal Apprehension (BCA) Minnesota Justice Information Services (MNJIS).	M	Y		TurnKey Corrections Agrees and complies.
4. Minnesota Government Data Practices Act	The contractor and system is compliant with the Minnesota Government Data Practices Act.	M	Y		TurnKey Corrections Agrees and complies.
5. Payment Card Industry (PCI)	The contractor, system and devices are compliant with PCI Data Security Standard (DSS).	M	Y		We follow a robust security protocol to ensure the safety of our systems. We engage the services of Qualys, an independent third-party company, to conduct external vulnerability assessments quarterly. Additionally, we partner with inSight to regularly perform penetration tests to further

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ATTACHMENT C – COMMISSARY SYSTEM REQUIREMENTS AND QUESTIONNAIRE

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
					<p>strengthen our security measures. Graylog, Cloud Watch, and Cloud Trail (for infrastructure) are utilized for monitoring programs and for our developed incident management program. The results of these assessments and tests are consistently updated and aligned with our ongoing business operations.</p> <p>We do have PCI compliance, additionally this year (2025), the document has also been signed by a Qualified Security Assessor (QSA), which adds additional credibility.</p> <p>For your reference:</p> <ul style="list-style-type: none"> • Last 3rd Party Vulnerability Scan: November 4, 2024 • Last 3rd Party Penetration Test: January 24, 2025 • Date PCI Compliance Document Submitted: January 12, 2025 <p>Additionally, we maintain close collaboration with our sub-tier suppliers to ensure they follow</p>

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ATTACHMENT C – COMMISSARY SYSTEM REQUIREMENTS AND QUESTIONNAIRE

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
					industry best practices and comply with relevant security controls.
B. INTEGRATION; INMATE INFORMATION & IDENTIFICATION					
6. Jail Management System Integration	The system provides an interface with the current Jail Management System (JMS) and capability to interface with future JMS and/or upgrades to be used to identify inmate information.	M	Y		To date, we've completed over 180+ different JMS integrations with our software. We are always ready and willing to work to ensure the necessary interface is possible.
7. Commissary and Vending System Integration	The system provides an interface and capability to interface with future proposed system and/or upgrades to be used to identify inmate account balances.	M	Y		
8. Phone, video visitation, and tablet System Integration	The system provides an interface and capability to interface with future proposed system and/or upgrades to be used to identify inmate information.	M	Y		
9. Offender Management System	The system must integrate/interface with the current and future Offender Management Systems to gather information, including housing and restrictions for the duration of the contract. The system currently being used is a county-developed system, which is scheduled to be replaced by a later date.	M	Y		
C. GENERAL					
10.	The Services must include the provision of an accounting system to track inmate deposits and expenditures as described in this RFP.	M	Y		TurnKey Corrections Complies. Our TEAM software solution provides a complete suite of functions and reports for managing inmate financial transactions.

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ATTACHMENT C – COMMISSARY SYSTEM REQUIREMENTS AND QUESTIONNAIRE

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
11.	The items to be offered must be approved by the ADC administrator or designee.	M	Y		
D. ONSITE VENDING EQUIPMENT					
12.	The Contractor shall provide onsite vending equipment that meets, at a minimum, the following requirements:				
a.	Be furnished by the Contractor along with a current user manual for all equipment.	M	Y		
b.	Be secured to walls as directed and approved by ADC administrator or designee.	M	Y		
c.	Have a front door open display for vending that allows visual of product and optimizes security	P	Y		
d.	Not display any product solicitations or advertisements.	M	Y		
e.	Be new, clean, and regularly maintained.	P	Y		
f.	Incorporate a cashless payment method that minimizes fraud and theft in a correctional environment.	M	Y		
g.	Be durable and tamper resistant to endure a correctional environment.	M	Y		
E. VENDING EQUIPMENT STOCKING REQUIREMENTS					
13.	The Contractor shall provide staff to complete, at a minimum, the following requirements:				
a.	Days and times of filling vending machines must be between the hours of 10:00 p.m. and 5:30 a.m. or as determined by the ADC administrator or designee.	M	Y		
b.	All vending machines must be filled at a minimum of three (3) times per week or as determined by the ADC administrator or designee.	P	Y		

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c.	In the event there is heavy usage, the ADC administrator or designee will provide a pre-approved schedule of additional stocking hours.	P	Y		
d.	The ADC administrator or designee shall approve the list of items to be stocked in all vending machines.	M	Y		
e.	Provide training for the Contractor's on-site stocking employee(s) which includes basic repair of vending machines and order kiosks.	M	Y		
F. ON-SITE CONTRACTOR OPERATED COMMISSARY REQUIREMENTS					
14.	The Contractor must meet, at a minimum, the following requirements related to kiosk ordering:				
a.	Orders must be filled out by inmates through electronic forms on kiosks and compatible with tablets provided in the housing units. Order forms are to be electronically processed and funds immediately electronically deducted from the inmate's trust account. The inmate must be given immediate notice of remaining trust account balance.	M	Y		Our TEAM software solution provides real time information to inmates including transaction history and fund balances.
b.	Individual inmate orders must be delivered in individually labeled paper bags (no staples allowed). There must be two (2) copies of the order receipt within the bag. Receipts must contain, at a minimum, the following information: i. Inmate name and identification number ii. Inmate pod and cell number iii. Items and quantities ordered iv. Prices per item and total dollar amount of the order	M	Y		

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ATTACHMENT C – COMMISSARY SYSTEM REQUIREMENTS AND QUESTIONNAIRE

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
c.	Commissary orders must be on location and available for delivery by the next scheduled Contractor commissary service visit.	M	Y		
d.	Food and beverage products offered must be of nationally known or popular brand names and be approved by the ADC administrator or designee.	M	Y		TurnKey Corrections we are proud to provide options for national name brand products as well as other lesser-known brands and private-label options to allow for products of multiple price points for your incarcerated population.
e.	Prior to the commencement of Services, the successful Contractor and the ADC administrator or designee must meet and agree on the commissary service schedule and on items to be carried on the commissary list. After the initial approval, no new items are to be offered without the written permission of the ADC administrator or designee. The successful Contractor is to keep the ADC administrator or designee apprised of new or improved available products.	M	Y		
f.	The specific items to be offered for purchase and the pricing for each are set by the Contractor with approval of the ADC administrator or designee. Items and pricing must be appropriate for the inmate population being served.	M	Y		
g.	On an annual basis, the Contractor must compile and provide to the County a list of all items available for purchase by inmates including name, description, price, and a photograph of the actual item. This list shall be updated and redistributed after any change	M	Y		

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	to the list. This list shall be provided if requested by the administrator or designee.				
h.	No products shall contain alcohol or jalapenos peppers (except when peppers or pepper flavoring is used in dehydrated foods or snack foods).	M	Y		
i.	Food items must be wrapped/packaged and dated for individual consumption. All dated items must be removed from stock when the expiration date has passed. If an expired food item remains available to inmates or is delivered past the expiration date in error, the Contractor will be required to replace the item(s) with fresh stock within 24 hours of notification at no additional expense to the County or inmates. If expired item(s) are not replaced within the 24-hour time frame, the inmate's account is to be credited the full amount of the expired item(s). Recurring delivery of products that are past the expiration date will be cause for contract termination.	M	Y		
j.	Inventory must be kept at a level to prevent backorders. The Contractor must provide a method of handling restocking and repayment of returned orders for those that were ordered by an inmate who was released prior to receiving their order.	M	Y		
k.	All housing unit shall contain at least one (1) commissary ordering kiosks. The amount of kiosks in each unit will be determined by the ADC administrator or designee.	M	Y		TEAM software can be accessed through our kiosks and a link can be provided for other vendor kiosks and tablets.

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ATTACHMENT C – COMMISSARY SYSTEM REQUIREMENTS AND QUESTIONNAIRE

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
l.	Contractor is responsible for integration with the County's inmate communication (ie; phone, video visiting, and tablet) provider allowing inmate commissary funds to be used for the purchase of inmate communication time. Contractor is responsible for providing mechanism for the purchase and refund of inmate communication time. The transactions shall be allowed through the communication system and the commissary kiosk, this shall be an automated process. The transactions shall require the inmate to use a personal identification number. The integration shall be at no cost to the County.	M	Y		TurnKey Corrections Agrees and complies.
m.	The Contractor will not receive compensation nor will it charge the County for any transaction relating to the purchase of inmate communications system services by inmates.	M	Y		TurnKey Corrections Agrees and complies.
n.	The Contractor shall provide the County with all commissary kiosks.	M	Y		
G. COMMISSARY ORDERING KIOSK REQUIREMENTS					
15.	The inmate commissary ordering kiosks, at a minimum, shall meet the following requirements:				
a.	Be navigable via touch screen with no external peripheral devices.	M	Y		
b.	Be housed within a secure housing that is durable, tamper resistant, and can stand up to a correctional environment.	M	Y		
c.	Have the option for all text displayed on the kiosk screens to be displayed in multiple languages, including, but not limited to, English, Spanish, Hmong, and Arabic with ability to add other languages in the future.	P	Y		TurnKey Corrections Agrees and provides multi-language support.

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d.	Require users to enter an individual password or personal identification number that can be set or reset by the ADC administrator or designee to prevent fraudulent use.	M	Y		Our system has the capability to allow the inmate to set their own PIN via the inmate kiosk or Hub. Additionally, County staff can set the inmate's PIN directly from the Inmate's account page in the Team software. Should the County elect to utilize TEAM's facial recognition feature an inmate would log on using their face eliminating the need for PINs altogether. After entering their user number, the kiosk or Hub camera would scan their face to determine whether or not it is the correct inmate.
e.	Have the option to require the inmate to accept a customized statement or policy before using other features and require users to accept the statement or policy again if their account is active longer than a set period of time to be determined by the ADC administrator or designee. This acceptance must be logged and reported in a searchable document to track inmates who did or did not accept the statement.	M	Y		The TEAM software has a robust module for this use case.
f.	Have the option for inmates to register for classes offered within the ADC with the ability for the ADC administrator or designee to view, manage, edit, store, export, and print the class registration lists remotely.	M	Y		The TEAM software has a powerful "programs" module that was designed based on facility feedback.

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g.	Have the option for inmates to complete a required admission medical screening questionnaire that can be securely stored, viewed, and printed by ADC staff as well as healthcare staff in compliance with HIPAA and other state and federal law, if applicable. The form must be customizable with electronic signature pads as required by the ADC administrator or designee.	M	Y		TurnKey Corrections has designed many similar forms tailored to the facility's needs. We will work with Ramsey County to design a situation specific form that meets the requirements.
h.	Have the option to allow the inmate to read customized documents and announcements such as the inmate rulebook, or other policies and procedures as required by the ADC administrator or designee.	M	Y		The TEAM software has the ability to include inmate access to facility specific documents, videos, and external links. Staff can easily create these links themselves.
i.	Have the option for inmates to view customized video or other documents related to inmate orientation as required by the ADC administrator or designee.	P	Y		The TEAM software has the ability to include inmate access to facility specific documents, videos, and external links. Staff can easily create these links themselves.
j.	Have the option to allow inmates that do not have access to a fixed wall kiosk, the ability to place an order from their cell.	P	Y		The inmate side of TEAM is available on handheld devices, mobile kiosks, and is available to install a link on other vendor's devices.
H. BOOKING DEPOSIT AND ACCOUNTING KIOSK REQUIREMENTS					
16.	The booking kiosk, at a minimum, shall:				
a.	Include a cash deposit lockbox with a capacity of at least one thousand (1,000) deposited bills.	M	Y		TurnKey Corrections Agrees and complies.

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ATTACHMENT C – COMMISSARY SYSTEM REQUIREMENTS AND QUESTIONNAIRE

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
b.	Provide an online money count option to assist in the counting of each cash lockbox.	M	Y		TurnKey Corrections Agrees and complies.
c.	Have the ability to reconcile money from inmate accounts and cash lockboxes.	M	Y		TurnKey Corrections Complies. Our TEAM software solution provides a complete suite of functions and reports for managing inmate financial transactions including cash money management through secure bill acceptors and locked boxes.
I. TRUST FUND ACCOUNTING SYSTEM REQUIREMENTS					
17.	The trust fund accounting system, at a minimum, shall:				
a.	Track, at a minimum, the following information: <ul style="list-style-type: none"> i. Account number/inmate identification number/booking number ii. Inmate status i.e. pretrial, sentenced, Immigration and Customs Enforcement, Federal Bureau of Prisons, Minnesota Department of Corrections, etc. iii. Inmate name iv. Inmate birth date v. Deposit amounts vi. Withdrawals i.e. checks, cash, and bail withdrawals vii. Fees viii. Voids - need to accommodate positive pay system 	M	Y		TurnKey Corrections Agrees and complies. The TEAM software can integrate with positive pay systems.

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ATTACHMENT C – COMMISSARY SYSTEM REQUIREMENTS AND QUESTIONNAIRE

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
	ix. Credits x. Comments - to appear on an account history print out xi. Transaction dates and times xii. Name/badge number of the employee entering the transaction xiii. Purchase limits and transfer restrictions				
b.	Each voided check, card, or record must have the option for the user to electronically comment or describe the reason for the void.	M	Y		TurnKey Corrections Complies. Our TEAM software provides comment fields in all void transaction situations and provides for post-transaction accountability and tracking.
c.	Have the capability to cancel a check or card that has been issued, but not cashed or used.	M	Y		
d.	Require a personal user ID and password for each user to access the system.	M	Y		
e.	Have direct access for the County to add or remove users to the system and change information as necessary.	M	Y		
f.	Have a method for generating deposit and withdrawal receipts. A receipt shall be generated for each deposit transaction and ADC employees must have the ability to also print a receipt from a personal computer.	M	Y		TurnKey Corrections Complies. We provide receipt printers in all locations deemed necessary by the county. Receipt can re-print as well.
g.	Include one (1) visitor lobby kiosk for depositing cash funds that generates a receipt at the visitor lobby kiosk that includes, at a minimum, the following information:	M	Y		TurnKey Corrections Agrees and complies.

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ATTACHMENT C – COMMISSARY SYSTEM REQUIREMENTS AND QUESTIONNAIRE

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	<ul style="list-style-type: none"> i. Inmate's full name ii. Amount of deposit iii. Date and time of deposit 				
h.	Allow all deposits made via the visitor lobby kiosk to be without any convenience or transaction fee charged to the user or County.	M	Y		TurnKey Corrections Agrees and complies.
i.	<p>Include one (1) staff property room kiosk and one (1) booking kiosk that generate a receipt that includes, at a minimum, the following information:</p> <ul style="list-style-type: none"> i. Inmate's full name ii. Inmate's identification number iii. Amount of deposit iv. Date and time of deposit v. Transaction number vi. Account balance 	M	Y		TurnKey Corrections Agrees and complies.
j.	Provide a method for tracking inmates who are indebted to the County. The System must allow for collected funds to be applied to debts automatically either by priority, percentage, or both as defined by the ADC administrator or designee.	M	Y		TurnKey Corrections Complies. Our TEAM software has an extensive debt management component including a complete "collection" and debt recapture module.
k.	Include a check printing function, at least two (2) check printers, and appropriate software that is compatible with the County's banking system to allow issuance of checks, including checks to inmates, the Sheriff's Office, and to outside entities.	M	Y		TurnKey Corrections Complies.
l.	The Contractor shall be responsible for providing the paper for the receipts, and the	M	Y		TurnKey Corrections Agrees and complies.

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FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
	check stock at no additional cost to the county.				
m.	Provide Automatic Checkbook Reconciliation that includes, at a minimum, the following: i. A list of deposits ii. Ability to reconcile deposits processed by the bank iii. Module tracking of each check written or card issued iv. Provide a daily list of all outstanding checks or debit cards at any given time including balances and account numbers	M	Y		TurnKey Corrections Agrees and complies.
n.	Ability to process miscellaneous bank charges.	M	Y		TurnKey Corrections Agrees and complies.
o.	Interface to allow a designated user to enter a bank statement balance, cleared checks, debit cards, deposits, and adjustments to reconcile the software bank account at the end of an indicated time period.	M	Y		TurnKey Corrections Agrees and complies.
p.	Provide a Positive Pay capability in which a check-issue file can be extracted from the software including check number, account number, issue date, dollar amount, and payee. The file must be compatible to be uploaded into U.S. Bank Commercial Positive Pay in order to prevent fraud.	M	Y		TurnKey Corrections Agrees and complies.
q.	Automatically switch an inmate to indigent status when the inmate has less than \$1.00 in the inmate's account for ten (10) days then automatically switches the inmate out of indigent status when funds are deposited in an inmate's account.	M	Y		TurnKey Corrections Agrees and complies.

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FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
r.	Apply an allocation rule as to the number of each Indigent Item an inmate can receive during a given time period.	M	Y		TurnKey Corrections Agrees and complies.
s.	Allow users to create checks or debit cards for inmates being transferred or released from the facility.	M	Y		
J. FRAUD PREVENTION AND SECURITY REQUIREMENTS					
18.	The vending, commissary, and inmate trust accounting system, at a minimum, shall:				
a.	Have safeguards to prevent fraud or other crimes related to unauthorized or malicious use of the system.	M	Y		<p>Our computers are equipped with advanced antivirus protection through Microsoft Defender and Cylance, and are secured behind sophisticated Fortinet firewalls to safeguard against unauthorized access or malicious activity. Additionally, our TEAM system may include further protections against fraudulent activities. For additional context from our security documentation:</p> <ul style="list-style-type: none"> • Kiosk Security: Our provided kiosk touchscreen computers operate on a locked-down instance of the Windows operating system, ensuring a secure and controlled environment. • System Updates: The self-service touchscreen

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ATTACHMENT C – COMMISSARY SYSTEM REQUIREMENTS AND QUESTIONNAIRE

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					<p>hardware runs the latest Windows operating systems, which are actively monitored and patched through our management system. Our cloud-hosted services utilize Windows Server or Linux operating systems to deliver secure applications.</p> <ul style="list-style-type: none"> • Design and Durability: Inmate and lobby kiosks feature touch-screen navigation with no external peripherals such as keyboards or mice. These devices are designed to be durable and tamper resistant. • User Authentication: Inmates authenticate on kiosks or handheld devices using secure methods such as PINs (Personal Identification Numbers) and/or facial recognition, with resets managed by administrative staff as needed. <p>These measures ensure our systems are secure, reliable, and</p>

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ATTACHMENT C – COMMISSARY SYSTEM REQUIREMENTS AND QUESTIONNAIRE

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
					resistant to tampering or unauthorized access. In addition, the bill validators in our deposit kiosks are equipped with counterfeit detection technology, ensuring that counterfeit money is identified and rejected, thereby eliminating the risk to the County of accepting fraudulent currency.
b.	Have the ability to be programmed for auto shut-off at times designated by the ADC administrator or designee.	M	Y		
c.	Allow ADC staff to manually shut down the system facility-wide or within individual housing units. This includes the ability to shut down individual vending machines or kiosks without shutting down the entire facility-wide system.	M	Y		TurnKey Corrections Complies. All TurnKey Corrections hardware can be managed inside the TEAM software. Staff can turn off access by inmate, section or facility to any/all equipment through our TEAM station management module
d.	Be password protected to permit only appropriate facility personnel access to the system.	M	Y		Role-Based Access Control (RBAC): Our Role-Based Access Control (RBAC) system allows you to assign specific roles and permissions to users and administrators based on their responsibilities and access needs. This ensures that individuals have appropriate access and control within the product, tailored to their roles within your

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					organization. The system supports an unlimited number of users with varying permission levels, which can be managed by administrators.
e.	Allow for a discipline function that allows features to be turned off and on for individual inmates or housing units.	M	Y		TurnKey Corrections Agrees and complies. The TEAM software has a disciplinary module that gives staff a detailed way to manage access for inmates, group of inmates, housing units.
K. OTHER SYSTEM REQUIREMENTS					
19.	The system shall allow for an internal inmate messaging system (inmate kites) to connect those in custody with specific staff members. They system will also allow inmates to sign up for classes that are offered within the ADC.	M	Y		TurnKey Corrections Agrees and complies. The TEAM software has an inmate messaging module that gives staff a detailed way to manage communication for inmates, group of inmates, housing units. We are incorporating A.I. into this module to assist staff with the effective and efficient response to inmate requests.
20.	The system shall allow for an internal grievance and electronic grievance appeal system.	M	Y		TurnKey Corrections Agrees and complies. The TEAM software has an inmate grievance module that has a robust response clock incorporating ensuring the timely response to grievances. We are

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FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
					incorporating A.I. into this module to assist staff with the effective and efficient response to inmate grievances.

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ATTACHMENT D - COMMISSARY ITEMS AND PRICING LIST

idCanteenGlobalItem	Name	Item Num	Category	Item Price (Standard)
32847	#10 Envelope - No Stamp	75050-50	Postage	\$ 0.31
30172	#10 Stamped Envelope w/adhesive back	633904-STAMP	Postage	\$ 1.42
30740	20 oz Insulated Mug	TM-20	Plateware	\$ 8.01
29509	24x48 Economy Bath Towel	TKC-T2448	Hygiene	\$ 5.53
30869	2-ply Reusable Face Mask	TT044	Clothing	\$ 3.65
29510	5% Benzoyl Gel 1.5oz	24718	Medical	\$ 8.28
29512	9X12 Catalog Envelope No Stamp	42325	Stationery	\$ 1.43
29515	AA Battery	AA-10	Electronics	\$ 1.43
31635	AAA Battery	AAA-20	Electronics	\$ 1.43
29517	Acetaminophen (non-aspirin) Packet	82467	Medical	\$ 0.53
29518	Acetaminophen 500mg 100ct btlle	555688	Medical	\$ 9.15
29519	Acne Treatment	77824	Medical	\$ 14.58
29520	Act II Butter Popcorn 2.75oz	3223	Microwaveable	\$ 1.86
29071	Address Book 2x3	70508	Stationery	\$ 6.61
30870	Alarm Clock (Requires 1 AA not included)	6024	Electronics	\$ 27.46
30647	Albanese 12 Flavor Gummi Bears 2.5oz	53450	Candy	\$ 2.74
30651	Albanese Sour 12 Flavor Gummi Bears 2.5oz	53455	Candy	\$ 2.74
30183	Albanese True to Fruit Gummi Bears 2.5oz	53571	Candy	\$ 2.74
29525	Ambi Complexion Soap 3.5oz	L1201	Hygiene	\$ 4.95
29526	Anesthetic Oral Gel	68905	Medical	\$ 8.26
29527	Ankle Socks White	831	Clothing	\$ 3.31
30199	Anniversary Card with Stamp	CARD-ANNIV-STAMP	Stationery	\$ 5.14
30200	Anniversary Card with Stamp MSOP	CARD-ANNIV-MSOP	Stationery	\$ 1.52
29529	Antacid Tablets - 150 Tablets	35604	Medical	\$ 9.01
29530	Antacid Tablets Extra Strength 80 Tablets	37463	Medical	\$ 11.70
34038	Anti Dandruff Shampoo 13.5oz	6CCA	Hygiene	\$ 5.23
29532	Antifungal Cream 0.5oz	AF-5	Medical	\$ 5.41
29533	Apple Zings Cereal 12oz	G827	Cereal-Large	\$ 8.87
35569	Aquafina Water BNK	B15-BNK	Soda	\$ 2.84
29100	Aspirin 325 mg 100 tablets	12765	Medical	\$ 5.48
29539	Aspirin Packet	ASPIRIN	Medical	\$ 0.53
29540	Atomic Fireballs	1000	Bag Candies	\$ 3.11
29541	Baby Powder 4oz	BP-4	Hygiene	\$ 4.26
29114	Bacitracin Ointment	82465	Medical	\$ 1.06
32806	Backers BBQ Potato Chips 4.25oz	12070	Chips	\$ 4.35
32805	Backers German Style Chips 4.25oz	16060	Chips	\$ 4.35
32807	Backers Hot Potato Chips 4.25oz	18060	Chips	\$ 4.35
32808	Backers Sour Cream & Onion Chips 4.25oz	14070	Chips	\$ 4.35
34039	Bakers Harvest Saltines Sleeve	H900	Condiments	\$ 6.46
35077	Barilla Ready Pasta Pouch - Elbows	481370	Meals	\$ 4.14
32664	Barilla Ready Pasta Pouch - Penne	481360	Meals	\$ 4.14
29546	BBQ Sauce 18oz	E599	Condiments	\$ 5.85

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ATTACHMENT D - COMMISSARY ITEMS AND PRICING LIST

idCanteenGlobalItem	Name	Item Num	Category	Item Price (Standard)
32811	BBQ White Chicken 4.5oz	85207	Meats	\$ 3.22
29547	Beef Crumble Seasoned 6oz	99284	Meats	\$ 9.45
29550	BIC Disposable Razor	B1099-120	Hygiene	\$ 1.01
32470	Bic Sensitive Single Blade Razor	SOP52EC-ORG	Hygiene	\$ 0.36
30201	Birthday Card with Stamp	CARD-ADULT-STAMP	Stationery	\$ 5.14
30202	Birthday Card with Stamp MSOP	CARD-ADULT-MSOP	Stationery	\$ 1.52
30868	Bisacodyl 5mg 100 Tablets	37462	Medical	\$ 10.08
30195	Black Buffalo Mint Nicotine Pouches	7756	Nicotine Pouches	\$ 13.20
30197	Black Buffalo Straight Nicotine Pouches	7886	Nicotine Pouches	\$ 13.20
30198	Black Buffalo Wintergreen Nicotine Pouches	7749	Nicotine Pouches	\$ 13.20
30203	Blank Card with Stamp	CARD-BLANK-STAMP	Stationery	\$ 5.14
30204	Blank Card with Stamp MSOP	CARD-BLANK-MSOP	Stationery	\$ 1.52
32881	Blue Magic Conditioner 4oz	24	Hygiene	\$ 8.43
30871	Body Loofa	S1955	Hygiene	\$ 2.09
30225	Bowl and Lid	901	Plateware	\$ 3.31
30226	Boxer Shorts 2XL (sz 46-48)	TKC520W2XL	Undergarments	\$ 9.15
30227	Boxer Shorts 3XL (sz 50-52)	TKC520W3XL	Undergarments	\$ 9.15
30228	Boxer Shorts 4XL (sz 54-56)	TKC520W4XL	Undergarments	\$ 9.15
30229	Boxer Shorts 5 XL (sz 58-60)	TKC520W5XL	Undergarments	\$ 9.15
30230	Boxer Shorts 6 XL	TKC520W6XL	Undergarments	\$ 9.15
30231	Boxer Shorts L (sz 38-40)	TKC520WL	Undergarments	\$ 8.26
30232	Boxer Shorts M (sz 34-36)	TKC520WM	Undergarments	\$ 8.26
30233	Boxer Shorts S (sz 30-32)	TKC520WS	Undergarments	\$ 8.26
30234	Boxer Shorts XL (sz 42-44)	TKC520WXL	Undergarments	\$ 8.26
29052	Boyer's Chocolate Peanut Butter Cups 1.5oz	12338	Candy	\$ 2.28
29053	Boyer's Clark Cups - PB Chocolate Crunch 1.5oz	12638	Candy	\$ 2.28
32873	Boyer's Jimmie Stix - Chocolate/PB 1.8oz	12538	Candy	\$ 2.28
29055	Boyer's Mallo Cups 1.5oz	12135	Candy	\$ 2.28
29056	Boyer's Smoothie Cups - Butterscotch PB Cups 1.5oz	12238	Candy	\$ 2.28
35930	Buffalo Chicken Pouch 4.5oz	85132	Meats	\$ 3.42
32876	Buffalo Dipping Sauce 1.25oz	2540	Condiments	\$ 1.11
29567	Butterfinger	1159	Candy	\$ 2.45
30873	Butterfinger King Size 3.7oz	8907	Candy	\$ 4.91
29045	Butterscotch Buttons	1002	Bag Candies	\$ 2.89
32821	Cajun Red Beans and Rice 8oz	3220	Meals	\$ 5.72
29569	Campfire S'mores Soft Baked Granola Bar 1.3oz	9340	Candy	\$ 1.00
15894	Candy Special	Special#1	Special Deals	\$ 8.80
30238	Canvas Shoes Navy Sz M10/W12	TKC105510	Shoes	\$ 11.02
30239	Canvas Shoes Navy Sz M11/W13	TKC105511	Shoes	\$ 11.02
30240	Canvas Shoes Navy Sz M12/W14	TKC105512	Shoes	\$ 11.02
30263	Canvas Shoes Navy Sz M14/W16	TKC105514	Shoes	\$ 11.02
30244	Canvas Shoes Navy Sz M6/W8	TKC10556	Shoes	\$ 11.02

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idCanteenGlobalItem	Name	Item Num	Category	Item Price (Standard)
30245	Canvas Shoes Navy Sz M7/W9	TKC10557	Shoes	\$ 11.02
30246	Canvas Shoes Navy Sz M8/W10	TKC10558	Shoes	\$ 11.02
30247	Canvas Shoes Navy Sz M9/W11	TKC10559	Shoes	\$ 11.02
28213	Cappuccino French Vanilla 10oz	A167	Drink Mixes	\$ 5.18
30205	Card Dad with Stamp MSOP	CARD-DAD-MSOP	Stationery	\$ 1.52
30206	Card Mom with Stamp MSOP	CARD-MOM-MSOP	Stationery	\$ 1.52
30652	CARD- Mother's Day	CARD-MOM	Stationery	\$ 5.14
32659	Care Pack #1	Care Pack 1	Special Deals	\$ 104.94
32660	Care Pack #2	CARE PACK 2	Special Deals	\$ 92.40
32661	Care Pack #3	CARE PACK 3	Special Deals	\$ 17.60
32662	Care Pack #4	CARE PACK 4	Special Deals	\$ 80.39
32663	Care Pack Hygiene	CARE PACK HYGIENE	Special Deals	\$ 5.50
30875	Cereal Cap'n Crunch Cereal Cups 1.51oz	31597	Cereal-Small	\$ 2.66
30742	Cereal Cinnamon Toast Crunch Cup 2.01oz	13897	Cereal-Small	\$ 2.96
30743	Checkers	44708	Entertainment	\$ 9.15
35062	Cheddar Cheese Bar 4oz	E646	Condiments	\$ 5.08
34970	Cheese Bar Jalapeno 4oz	62	Condiments	\$ 4.31
29598	Cheesy Rice 8oz	E651	Meals	\$ 6.67
32880	Cheetos 16oz	15864	Chips	\$ 11.99
29600	Cheetos Crunchy 2oz	44366	Chips	\$ 2.31
29601	Cheetos Flamin Hots 2oz	44368	Chips	\$ 2.31
29602	Cheetos Jalapeno Cheddar 2oz	44367	Chips	\$ 2.31
30876	Cherry Cheese Danish 4.25oz	27641	Pastries	\$ 2.97
30744	Chess	44833	Entertainment	\$ 11.20
29606	Chester Flamin' Hot Fries 1.75oz	44394	Chips	\$ 2.31
35051	Chicken Noodle Soup 10oz Pouch	85203	Meals	\$ 2.68
32818	Chicken Pouch 4.5oz	85134	Meats	\$ 2.97
30207	Child Birthday Card with Stamp	CARD-JUV-STAMP	Stationery	\$ 5.14
30208	Child Birthday Card with Stamp MSOP	CARD-JUV-MSOP	Stationery	\$ 1.52
30278	Chili No Beans 7.5oz	2907	Meals	\$ 4.61
30279	Chili With Beans 7.5oz	2916	Meals	\$ 4.61
30280	Chili With Beans Western Hot 7.5oz	2908	Meals	\$ 4.61
35900	Chipos Chile Limon Rolled Tortilla Chips 2oz	2555	Chips	\$ 2.57
35893	Chipos Fire Red Rolled Tortillas 2oz	2554	Chips	\$ 2.57
35895	Chipos Spicy Ranch Rolled Tortilla Chips 2oz	2549	Chips	\$ 2.57
15895	Chips Pastry Special	Special#3	Special Deals	\$ 7.70
30746	Chips Ahoy Bite Size Cookies 2oz	15480	Cookies	\$ 2.97
30209	Christmas Card with Stamp	CARD-XMAS-STAMP	Stationery	\$ 5.14
30210	Christmas Card with Stamp MSOP	CARD-XMAS-MSOP	Stationery	\$ 1.52
30237	Cilantro Black Beans and Rice 8oz	3221	Meals	\$ 5.72
30881	Cinnamon Brown Sugar Pop Tart Box of 6	31132-BOX	Pastries	\$ 4.97
29618	Cinnamon Toasters Cereal 12oz	G809	Cereal-Large	\$ 9.68

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idCanteenGlobalItem	Name	Item Num	Category	Item Price (Standard)
30887	Classic Cookie - Double Chocolate with Hershey 3oz	1596	Pastries	\$ 2.81
30889	Classic Cookie - Hershey Chocolate Chip 3oz	6694	Pastries	\$ 2.81
30891	Classic Cookie - Peanut Butter 3oz	6700	Pastries	\$ 2.81
34973	Clear Care Contact Solution 2oz	68113173187	Hygiene	\$ 5.91
30634	Clear Flex Pen - Black	Pen1	Stationery	\$ 1.44
32848	Clear Hinged Soap Dish	SB1	Hygiene	\$ 1.34
30749	Clogs Black 2XL 14-15	3333BK-2XL	Shoes	\$ 14.96
30750	Clogs Black L 10-11	3333BK-L	Shoes	\$ 14.96
30751	Clogs Black M 8-9	3333BK-M	Shoes	\$ 14.96
30752	Clogs Black S 6-7	3333BK-S	Shoes	\$ 14.96
30753	Clogs Black XL 12-13	3333BK-XL	Shoes	\$ 14.96
30901	Clogs Orange 2XL 13-14	70774ORG-2XL	Shoes	\$ 14.96
30906	Clogs Orange L 9-10	70774ORG-L	Shoes	\$ 14.96
30907	Clogs Orange M 7-8	70774ORG-M	Shoes	\$ 14.96
30910	Clogs Orange S 5-6	70774ORG-S	Shoes	\$ 14.96
30913	Clogs Orange XL 11-12	70774ORG-XL	Shoes	\$ 14.96
30754	Cocoa Butter Lotion 4oz	FLCB4	Hygiene	\$ 2.55
32859	Cocoa Butter Stick 1oz	J1305	Hygiene	\$ 5.04
30914	Coffee Bundle Deal	SK-COFFEE	Bundle Discount Packs	\$ 21.99
30915	Coffee Creamer 12oz	A183	Condiments	\$ 6.39
32860	Coffee Espresso 3.5oz	A195	Coffee	\$ 10.75
30756	Coffee Premium Roast Regular 2oz	PRC-2	Coffee	\$ 6.20
35576	Coke	2707	Soda	\$ 3.27
32829	Colgate Toothbrush Medium	55110	Hygiene	\$ 3.17
32833	Colgate Toothbrush Soft	55510	Hygiene	\$ 3.17
30757	Colored Pencil Full Size	98506	Stationery	\$ 7.84
30758	Coloring Book	315	Entertainment	\$ 8.69
32810	Conditioner Pantene	L1215	Hygiene	\$ 15.38
30919	Conditoner Blue Magic Bergamot 12oz	161	Hygiene	\$ 6.20
30760	Contact Lens Case	66112	Medical	\$ 4.61
32865	Cookies BBQ Sauce 2.5oz	10241	Condiments	\$ 1.22
32864	Cookies Salsa Cup - Mild 2.5oz	40141	Condiments	\$ 1.22
30823	Cookies Sweet & Spicy BBQ Sauce 2.5oz	50141	Condiments	\$ 1.22
30761	Cosmic Brownie 2oz	1068	Pastries	\$ 1.06
29652	Cosmic Brownies 6 Pack	1068-P	Pastries	\$ 5.32
30762	Cotton Swabs 100ct	743344	Hygiene	\$ 3.37
35399	Cow Tales Caramel 1oz	80101	Candy	\$ 0.98
35929	Cow Tales Caramel Apple 1oz	93817	Candy	\$ 0.98
29457	Cracker Jacks 3.125oz	67562	Chips	\$ 4.39
30763	Crayons Assorted Colors 16/box	362	Stationery	\$ 1.76
30916	Creamer Single Packet	CREAMER ND PKT	Condiments	\$ 0.29
30759	Crossword Puzzle Books	312	Entertainment	\$ 4.77

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idCanteenGlobalItem	Name	Item Num	Category	Item Price (Standard)
30765	Cup 22 oz plastic	CI-22	Plateware	\$ 2.22
30922	Cupcakes Chocolate 4oz	30223	Pastries	\$ 2.97
30766	Danish Blueberry Cheese Claw 4.25oz	27101	Pastries	\$ 2.97
30767	Danish Strawberry Cheese Claw 4.25oz	27222	Pastries	\$ 2.97
30768	Denture Adhesive Freshmint 2oz	DA-2-EA	Medical	\$ 7.28
32850	Denture Cleanser Tablet	DENT40	Hygiene	\$ 0.99
30924	Denture Cleanser Tablet 40ct	DENT-40-BOX	Hygiene	\$ 3.97
30926	Denture Cup	N1453	Hygiene	\$ 2.24
30927	Deodorant Speed Stick AP 3.0oz	I939	Hygiene	\$ 5.19
32839	Deodorant 5 Oz	SD-05	Hygiene	\$ 0.99
32836	Deodorant Degree Anti Perspirent	265101	Hygiene	\$ 6.44
30928	Deodorant Old Spice High Endurance 2.25oz	I905	Hygiene	\$ 9.55
32837	Deodorant Speed Stick Antiperspirant 1.8oz	195008	Hygiene	\$ 5.58
35568	Diet Coke	2703	Soda	\$ 3.27
35560	Diet Mountain Dew BNK	B2-BNK	Soda	\$ 3.27
30930	Dish Soap - Ajax 14oz	M1381	Hygiene	\$ 4.47
30771	Dolly Madison Donuts - Chocolate 6ct	30233	Pastries	\$ 2.74
30772	Dolly Madison Donuts - Crunch 6ct	30235	Pastries	\$ 2.74
30269	Do-Rag-Gray	L1282	Clothing	\$ 5.24
29694	Doritos Cool Ranch 1.75oz	44374	Chips	\$ 2.31
29695	Doritos Flamin' Hot Cool Ranch 1.75oz	69002	Chips	\$ 2.31
29696	Doritos Flamin' Hot Nacho 1.75oz	21972	Chips	\$ 2.31
29697	Doritos Nacho Cheese 1.75oz	44375	Chips	\$ 2.31
29698	Doritos Spicy Sweet Chili 1.75oz	44379	Chips	\$ 2.31
29699	Dots Original Candy 6.5oz	87000	Candy	\$ 2.61
35559	Dr Pepper BNK	B8-BNK	Soda	\$ 3.27
30931	Dressing Comb 8"	2810	Hygiene	\$ 2.81
30932	Dryer Sheet 30ct	M1387	Hygiene	\$ 4.22
30934	Ducosate 100mg 100bottle	36872	Medical	\$ 6.93
30617	Earbud Headphone (No microphone)	3052-104	Electronics	\$ 6.49
30935	Earbud w/Microphone	3052-105	Electronics	\$ 6.49
32849	Economy Playing Cards	EPC1	Entertainment	\$ 4.00
30929	Emery Board 10pk	S1954	Hygiene	\$ 2.49
30618	Eraser Pink Pearl	833	Stationery	\$ 1.91
30619	Eraser Tip	832	Stationery	\$ 0.53
30306	Eye Drops .5oz	EDRR5	Medical	\$ 4.05
30211	Fathers Day Card with Stamp	CARD-DAD-STAMP	Stationery	\$ 5.14
35553	Fillet of Mackerel 3.5oz	DLBMACK	Meats	\$ 3.36
30938	Fixodent/Poligrip Free 1.4 oz	12204	Hygiene	\$ 19.42
30308	Floss Loops qty 30	54666-001	Hygiene	\$ 12.13
30309	Flour Tortilla Shells 6pk	61997	Meals	\$ 2.99
30310	Foam Ear Plugs	280005	Medical	\$ 1.43

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idCanteenGlobalItem	Name	Item Num	Category	Item Price (Standard)
30939	Folgers Instant Coffee 8oz	A196	Coffee	\$ 21.29
32468	Forever Stamp Coil of 3000 Stamps (Warehouse Use Only)	751804	Postage	\$ 2,409.00
30874	French Vanilla Cappuccino 12oz	CBC120CAP	Drink Mixes	\$ 3.12
32817	French Vanilla Cappuccino Packet 1oz	10357	Drink Mixes	\$ 1.24
32858	French Vanilla Coffee Creamer 15oz	A180	Condiments	\$ 12.61
30945	Freshscent Cocoa Butter Soap Bar 5oz	M1368	Hygiene	\$ 1.89
32841	Freshscent Deodorant 1.6oz	STD-16	Hygiene	\$ 1.79
32878	Fritos 16oz	12248	Chips	\$ 10.14
29729	Fritos Chili Cheese	44354	Chips	\$ 2.31
29148	Fruit Gushers - Flavor Mixers 4.25oz	9233	Candy	\$ 3.58
29149	Fruit Gushers - Sour Berry 4.25oz	1037	Candy	\$ 3.58
30297	Fruit Punch Drink Mix	2CO7201	Drink Mixes	\$ 0.57
32862	Fruity Dyno Bites Cereal 13oz	319	Cereal-Large	\$ 9.26
30947	Garlic Powder 2.5oz	E922	Condiments	\$ 5.25
35563	Gatorade Orange - BNK	385319-BNK	Soda	\$ 3.27
29747	Generic Pepto Bismal 8oz	85599	Medical	\$ 11.35
30294	Grape Drink Mix	40181A	Drink Mixes	\$ 0.57
30319	Grape Jelly 1oz	91020	Condiments	\$ 0.45
29754	Green Laundry Bag wdraw string	LB2436-GREEN	Clothing	\$ 16.21
30949	Green Olive Pouch 2.3 oz	69614	Condiments	\$ 4.37
30295	Green Tea	388	Drink Mixes	\$ 0.91
30282	Habanero Cheese Squeeze 1oz	91002	Condiments	\$ 1.44
30951	Hair Brush Vented	HB-V	Hygiene	\$ 4.71
30624	Hair Pick	567	Hygiene	\$ 1.44
30623	Hairbrush Military	CLUB	Hygiene	\$ 2.81
30322	Halls Cough Drops 9ct.	6247600	Medical	\$ 3.31
30944	Hazelnut Coffee Creamer 15oz	A132	Condiments	\$ 13.55
30952	Headache Relief Generic Excedrin 100 Tablets	10276	Medical	\$ 14.30
35585	Hearty Beef Summer Sausage 5oz	84061	Meats	\$ 6.49
30626	Hemorrhoid Cream 2oz	HemorrhoidalCream	Medical	\$ 10.40
29767	Herr's Baby Back Rib Chips 1.5oz	57	Chips	\$ 2.31
29769	Herr's Cheese Jalapeno Curls 1.23oz	8100	Chips	\$ 2.31
29770	Herr's Creamy Ranch & Habanero	6133	Chips	\$ 2.31
29771	Hershey Almond	24160	Candy	\$ 2.45
29772	Hershey Milk Chocolate Bar 1.55oz	24000	Candy	\$ 2.45
29161	Hershey Milk Chocolate Bar 4.4oz	F702	Candy	\$ 5.91
35931	Hershey's Cookies N Cream 1.55oz	23900	Candy	\$ 2.45
30953	Honey Bear 12oz	E770	Condiments	\$ 10.58
29774	Honey Bun Chocolate 4.75oz	45599	Pastries	\$ 2.97
29776	Honey Bun Iced Jumbo 4.75oz	55516	Pastries	\$ 2.97
29777	Honey Buns Cremey Curl 4oz	882	Pastries	\$ 2.97
32855	Honey Graham Toasters Cereal 12oz	326	Cereal-Large	\$ 8.72

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idCanteenGlobalItem	Name	Item Num	Category	Item Price (Standard)
29779	Honey Granola Bar	2382-BOX	Candy	\$ 2.45
30954	Honey Pepper Turkey Sausage 5oz	E763	Meats	\$ 6.14
35586	Hot & Spicy Beef Summer Sausage 5oz	84060	Meats	\$ 6.49
32812	Hot Cocoa Mix 12oz	CBC120HCH	Drink Mixes	\$ 4.06
30314	Hot Cocoa Mix Packet	25485	Drink Mixes	\$ 0.92
30957	Hot Sauce Pouch 0.5oz	91101	Condiments	\$ 0.28
30959	Hydrocortisone Cream	82464	Medical	\$ 0.53
29783	Ibuprofen 200mg - 100 Tablets	81707	Medical	\$ 10.82
30961	Ibuprofen Packet	82471	Medical	\$ 0.53
30963	Iced Carrot Cake 3.5oz	7142	Pastries	\$ 2.97
30296	Iced Tea Drink Mix	2CO7601	Drink Mixes	\$ 0.57
30821	Indigent Reading Glasses 1.0 Strength	R9951-1.0-IND	Indigent Reading Glasses	\$ 1.57
30820	Indigent Reading Glasses 1.25 Strength	R9951-1.25-IND	Indigent Reading Glasses	\$ 1.57
30819	Indigent Reading Glasses 1.5 Strength	R9951-1.5-IND	Indigent Reading Glasses	\$ 1.57
30818	Indigent Reading Glasses 1.75 Strength	R9951-1.75-IND	Indigent Reading Glasses	\$ 1.57
30817	Indigent Reading Glasses 2.0 Strength	R9951-2.0-IND	Indigent Reading Glasses	\$ 1.57
30816	Indigent Reading Glasses 2.25 Strength	R9951-2.25-IND	Indigent Reading Glasses	\$ 1.57
30815	Indigent Reading Glasses 2.5 Strength	R9951-2.5-IND	Indigent Reading Glasses	\$ 1.57
30814	Indigent Reading Glasses 2.75 Strength	R9951-2.75-IND	Indigent Reading Glasses	\$ 1.57
30813	Indigent Reading Glasses 3.0 Strength	R9951-3.0-IND	Indigent Reading Glasses	\$ 1.57
30812	Indigent Reading Glasses 3.25 Strength	R9951-3.25-IND	Indigent Reading Glasses	\$ 1.57
30811	Indigent Reading Glasses 3.5 Strength	R9951-3.5-IND	Indigent Reading Glasses	\$ 1.57
30810	Indigent Reading Glasses 3.75 Strength	R9951-3.75-IND	Indigent Reading Glasses	\$ 1.57
30991	Instant White Rice 2oz	2712481382	Meals	\$ 3.31
30992	Instant White Rice 7oz	E674	Meals	\$ 4.39
30993	Irish Spring Mens Body Wash 18oz	M1339	Hygiene	\$ 12.07
30283	Jalapeno Cheese Squeeze 1oz	91001	Condiments	\$ 1.44
30994	Jimmy Dean Fully Cooked Bacon 22oz	ME272	Meats	\$ 12.54
30995	JJ's Apple Pie 4oz	4170	Pastries	\$ 2.97
30998	JJ's Boston Cream Pie 4oz	453	Pastries	\$ 2.97
31001	JJ's Cherry Pie 4oz	3950	Pastries	\$ 2.97
29794	Jolly Ranchers 3.6oz	1004	Bag Candies	\$ 3.11
30284	Jwin AM/FM Radio (Requires 2 AAA not included - Earbuds included)	223	Electronics	\$ 57.13
31005	Kars Trail Mix 2oz	8950	Chips	\$ 2.31
31006	Ketchup 24oz	E554	Condiments	\$ 7.10
30286	Ketchup Packet 7gm	80002	Condiments	\$ 0.45
29799	Kit Kat	24672	Candy	\$ 2.45
29800	Kit Kat King Size 3oz	22600	Candy	\$ 5.26
31008	Koss CL-2 Stereophone	CL-2	Electronics	\$ 19.13
31011	Koss Ear Bud White	BB-KOSS	Electronics	\$ 27.50
31012	Lactose Caplet 60 Count	30063	Medical	\$ 15.40
32822	Lady Speed Stick Antiperspirant 1.4oz	13643	Hygiene	\$ 4.86

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idCanteenGlobalItem	Name	Item Num	Category	Item Price (Standard)
31013	Laundry Detergent Surf single use	2979814	Hygiene	\$ 1.20
32877	Lays Regular 16oz	12255	Chips	\$ 18.59
29805	Lemon Heads	1007	Bag Candies	\$ 3.11
32857	Lemon Juice	E511	Condiments	\$ 2.34
30298	Lemonade Drink Mix	2CO7001	Drink Mixes	\$ 0.57
30300	Lip Balm	LIPEX	Hygiene	\$ 3.37
31016	Little Debbie Snickerdoodle Creme Pie	4547	Pastries	\$ 0.95
28264	Loratadine 30 tabs	12671	Medical	\$ 11.65
32464	Loratadine Allergy Relief	DHC25	Medical	\$ 0.79
30304	Lotion Eucerine 1oz	EUCERIN	Hygiene	\$ 6.15
30212	Love You Card with Stamp	CARD-LOVE-STAMP	Stationery	\$ 5.14
30213	Love You Card with Stamp MSOP	CARD-LOVE-MSOP	Stationery	\$ 1.52
29812	Lubrisoft Lotion 16oz	65425	Hygiene	\$ 10.54
30327	Lusti Pomade 4oz	L1313	Hygiene	\$ 4.06
29814	M&M Milk Chocolate Peg Bag 5.3 oz	1731	Candy	\$ 4.66
29815	M&M Peanut	1232	Candy	\$ 2.45
29816	M&M Peanut BUTTER	1244	Candy	\$ 2.45
29817	M&M Peanut Butter Peg Bag 5.1 oz	1744	Candy	\$ 4.66
29818	M&M Peanut Peg Bag 5.3oz	1732	Candy	\$ 4.66
29819	M&M Plain	1231	Candy	\$ 2.45
30328	Mac & Cheese Pouch 7oz	85213	Meals	\$ 3.22
30346	Magic Shave Tube 6oz	M21	Hygiene	\$ 12.22
30808	Magnificent Hair Food 4oz	25	Hygiene	\$ 8.16
30330	Maxi Pad	16-1001	Hygiene	\$ 1.17
32863	Mayonnaise 12oz	E532	Condiments	\$ 7.73
31019	Mayonnaise Packet 9gm	80005	Condiments	\$ 0.53
31020	Meatballs w/ Spaghetti Sauce 10oz	C372	Meals	\$ 10.75
30332	Mechanical Pencil	253139	Stationery	\$ 2.68
30333	Melatonin Natural Sleep Aid 60/Bottle	14183	Medical	\$ 12.43
30334	Mens Underwear 2XL	TKC207132XL	Undergarments	\$ 6.49
30335	Mens Underwear 3XL	TKC207133XL	Undergarments	\$ 6.49
30336	Mens Underwear 4XL	TKC207134XL	Undergarments	\$ 6.49
30337	Mens Underwear L	TKC20713L	Undergarments	\$ 5.94
30338	Mens Underwear M	TKC20713M	Undergarments	\$ 5.94
30339	Mens Underwear S	TKC20713S	Undergarments	\$ 5.94
30340	Mens Underwear XL	TKC20713XL	Undergarments	\$ 5.94
30341	Metamucil .21oz Orange	75585	Medical	\$ 1.76
29836	Mike & Ike Original 4.25oz	49133	Candy	\$ 2.64
29837	Milk Duds 5 oz	2152	Candy	\$ 2.87
28270	Milk Of Magnesia 12oz	Q1740	Medical	\$ 7.69
29838	Milky Way 1.84oz	1101	Candy	\$ 2.45
29839	Milky Way King Size 3.63oz	4401	Candy	\$ 4.91

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ATTACHMENT D - COMMISSARY ITEMS AND PRICING LIST

idCanteenGlobalItem	Name	Item Num	Category	Item Price (Standard)
31021	Minced Onion 2.6oz	E923	Condiments	\$ 3.41
28273	Mint Flavored Dental Flossers 90ct	9036	Hygiene	\$ 3.47
30214	Miss You Card with Stamp	CARD-MISS-STAMP	Stationery	\$ 5.14
30215	Miss You Card with Stamp MSOP	CARD-MISS-MSOP	Stationery	\$ 1.52
30879	Mojo Caffeine Pouches - Berry	12059	Caffeine Pouches	\$ 9.90
30833	Moon Pie Blueberry Double Decker 2.75oz	54004	Pastries	\$ 1.41
35572	Mountain Dew BNK	B0000-BNK	Soda	\$ 3.27
35570	Mountain Dew Baja Blast 20oz BNK	B27-BNK	Soda	\$ 3.27
35562	Mountain Dew Code Red BNK	B14-BNK	Soda	\$ 3.27
35561	Mountain Dew Voltage BNK	36144-BNK	Soda	\$ 3.27
31022	Mouthwash Mint 16.9oz	N1491	Hygiene	\$ 4.49
31023	MP3 Player 4GB w/earbuds (requires 1 AAA batteries, not included)	mp34gb	Media Players	\$ 33.00
35574	Mug Rootbeer BNK	B10-BNK	Soda	\$ 3.27
30342	Multi Vitamins	91672	Medical	\$ 10.98
30409	Muscle and Joint Gel 3oz	MJG3	Medical	\$ 4.61
30287	Mustard Packet 4.5gm	80006	Condiments	\$ 0.45
30411	Nail Clippers - Finger	912	Hygiene	\$ 1.73
30410	Nail Clippers - Toe	K365	Hygiene	\$ 1.77
31024	Naproxen 220mg 50 Caplets	38695	Medical	\$ 12.28
31025	Nasal Spray 1.5oz	31384	Medical	\$ 6.01
30413	Nemo's Banana Bread 4oz	8312	Pastries	\$ 3.26
30412	Nemo's Coffee Cake w/ Cream Cheese 4oz	8612	Pastries	\$ 3.26
29853	Nerds Gummy Clusters 5oz	4906	Candy	\$ 4.47
29433	Nerds Theater Box 5oz	5238	Candy	\$ 2.42
34676	Nissin Ramen Hot & Spicy Vegetable	204000	Ramen Noodles	\$ 1.47
32463	Nutter Butter Bites Big Bag 3oz	720	Cookies	\$ 2.42
30415	Nutty Bar	4120	Pastries	\$ 1.67
29863	Nutty Bars 6pk	4120-P	Pastries	\$ 6.94
30416	Oatmeal Creme Pie	4101	Pastries	\$ 1.09
29865	Oatmeal Creme Pie 12pk	4101-P	Pastries	\$ 7.14
35674	Oatmeal Maple and Brown Sugar Single Packet	43179	Meals	\$ 1.68
30603	Old Trapper Beef & Cheese Sticks 1.3oz	30114T	Meats	\$ 2.89
32869	Old Trapper Beef Jerky 4oz	470869	Meats	\$ 8.87
31536	Old Trapper Deli Style Beef Stick 15oz	33115T	Meats	\$ 23.64
30599	Old Trapper Deli Style Original Stick 1.75oz	30140T	Meats	\$ 2.89
32872	Old Trapper Hot and Spicy Beef Jerky 4oz	475649	Meats	\$ 8.87
32868	Old Trapper Jalapeno Beef & Cheese Sticks 1.3oz	30214T	Meats	\$ 2.89
30422	Old Trapper Jalapeno Deli Style Beef Stick 15oz	33215T	Meats	\$ 23.64
32866	Old Trapper Jalapeno Deli Style Stick 1.75oz	30240T	Meats	\$ 2.89
32870	Old Trapper Peppered Beef Jerky 4oz	470873	Meats	\$ 8.87
32867	Old Trapper Pepperoni Sausage 1.2oz	10140T	Meats	\$ 2.50
32871	Old Trapper Teriyaki Beef Jerky 4oz	470871	Meats	\$ 8.87

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idCanteenGlobalItem	Name	Item Num	Category	Item Price (Standard)
30425	Old Trapper Teriyaki Deli Style Beef Stick 15oz	33315T	Meats	\$ 23.64
30602	Old Trapper Teriyaki Deli Style Stick 1.75oz	30340T	Meats	\$ 2.89
31027	Omeprazole 20 mg - 28ct	40108	Medical	\$ 35.48
30293	Orange Drink Mix	40901A	Drink Mixes	\$ 0.57
30429	Orange Flex Toothbrush	2450	Hygiene	\$ 1.53
30431	Orange Shorts 2XL	9785OR-2XL	Clothing	\$ 17.60
30432	Orange Shorts 3XL	9785OR-3XL	Clothing	\$ 17.60
30433	Orange Shorts L	9785OR-L	Clothing	\$ 17.60
30434	Orange Shorts M	9785OR-M	Clothing	\$ 17.60
30435	Orange Shorts S	9785OR-S	Clothing	\$ 17.60
30436	Orange Shorts XL	9785OR-XL	Clothing	\$ 17.60
30437	Oreo Mini Bites	11	Cookies	\$ 2.97
31028	Paper Computer 5 Sheets	5-Jun	Stationery	\$ 0.42
30439	Paper Lined Writing Pad	52605	Stationery	\$ 3.55
31029	Paper Ruled Loose Leaf 150 Sheets MSOP	15100-MSOP	Stationery	\$ 2.43
31030	Paper Ruled Loose Leaf 8x10.5	15100	Stationery	\$ 0.18
30441	Pasta Sauce 13.76oz	500204	Condiments	\$ 3.16
31032	Peanut Butter Chunky 18oz	E551	Condiments	\$ 9.36
31031	Peanut Butter Creamy 18oz	E550	Condiments	\$ 9.36
30442	Peanut Butter Squeezer	91030	Condiments	\$ 1.43
31033	Pen Black - 2pk	R1810	Stationery	\$ 1.12
31034	Pencil #2 - 12pk	R1807	Stationery	\$ 4.36
27915	Pencil Full Size (No Eraser)	1430	Stationery	\$ 0.85
32843	Pencil Golf	GP-1	Stationery	\$ 0.46
30445	Pepper Pack	14495	Condiments	\$ 0.10
32816	Pepperoni Slices 4oz	1078	Meats	\$ 7.15
35573	Pepsi BNK	B3-BNK	Soda	\$ 3.27
35575	Pepsi Diet BNK	B5-BNK	Soda	\$ 3.27
35571	Pepsi Wild Cherry BNK	B4-BNK	Soda	\$ 3.27
30774	Petroleum Jelly 4oz	PJ4	Medical	\$ 4.19
30448	Pickle HOT Dill	412H	Condiments	\$ 2.75
30449	Pickle KOSHER Dill	412d	Condiments	\$ 2.75
30452	Pink Oil Moisturizer Hair Lotion 8oz	L1255	Hygiene	\$ 9.76
30453	Pinochle Cards	1215	Entertainment	\$ 5.50
15890	Placker Floss Each	P-1	Hygiene	\$ 0.36
29918	Planters Honey Roasted Peanuts 6oz	12575	Candy	\$ 5.18
31046	Plastic Cutlery Set w/ Napkin	346W	Plateware	\$ 0.20
30455	Ponytail Holder (1)	20358	Hygiene	\$ 1.44
31056	Pop Tart Frosted Brown Sugar	31132	Pastries	\$ 2.97
31064	Pop Tart Frosted Strawberry	31732	Pastries	\$ 2.97
31174	Postcard Stamped	223101	Stationery	\$ 0.76
31177	Postcard Stamped MSOP	223101-MSOP	Stationery	\$ 0.61

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ATTACHMENT D - COMMISSARY ITEMS AND PRICING LIST

idCanteenGlobalItem	Name	Item Num	Category	Item Price (Standard)
26245	Premium Chicken Breast 7oz	C336	Meals	\$ 13.12
35897	Pringle Mingle Cheddar Ranch 2oz	81419	Chips	\$ 5.41
35896	Pringle Mingle Cheddar Sour Cream 2oz	29255	Chips	\$ 5.41
35564	Push Soda - Fruit Punch 20oz	PSH1493	Soda	\$ 2.07
35566	Push Soda - Grape 20oz	PSH1478	Soda	\$ 2.07
35565	Push Soda - Orange 20oz	PSH1477	Soda	\$ 2.07
32908	Ramen Beef	249593-SAM	Ramen Noodles	\$ 1.47
32909	Ramen Chicken	249586-SAM	Ramen Noodles	\$ 1.47
32913	Ramen Chili	249628-SAM	Ramen Noodles	\$ 1.47
32910	Ramen Lime Chili Shrimp	249600-SAM	Ramen Noodles	\$ 1.47
32911	Ramen Picante Chicken	249614-SAM	Ramen Noodles	\$ 1.47
32912	Ramen Soy Sauce	249642-SAM	Ramen Noodles	\$ 1.47
32874	Ranch Dressing Pouch 1.5oz	E533	Condiments	\$ 1.27
31069	Razor Twin Blade 10 Pack	RAZ2-10	Hygiene	\$ 1.91
35932	Reading Glasses 1.0 Strength	R9951-1.0	Reading Glasses	\$ 3.85
35933	Reading Glasses 1.25 Strength	R9951-1.25	Reading Glasses	\$ 3.85
35934	Reading Glasses 1.5 Strength	R9951-1.5	Reading Glasses	\$ 3.85
35935	Reading Glasses 1.75 Strength	R9951-1.75	Reading Glasses	\$ 3.85
35936	Reading Glasses 2.0 Strength	R9951-2.0	Reading Glasses	\$ 3.85
35937	Reading Glasses 2.25 Strength	R9951-2.25	Reading Glasses	\$ 3.85
35938	Reading Glasses 2.5 Strength	R9951-2.5	Reading Glasses	\$ 3.85
35939	Reading Glasses 2.75 Strength	R9951-2.75	Reading Glasses	\$ 3.85
35940	Reading Glasses 3.0 Strength	R9951-3.0	Reading Glasses	\$ 3.85
35941	Reading Glasses 3.25 Strength	R9951-3.25	Reading Glasses	\$ 3.85
35942	Reading Glasses 3.5 Strength	R9951-3.5	Reading Glasses	\$ 3.85
35943	Reading Glasses 3.75 Strength	R9951-3.75	Reading Glasses	\$ 3.85
30656	Rechargeable MP3/Radio	A311	Media Players	\$ 62.11
31071	Red Beans and Rice with Chili 4.4oz	11309	Microwaveable	\$ 5.50
35601	Reese's Nutrageous 1.66oz	10930	Candy	\$ 3.07
35602	Reese's Peanut Butter Cups	44060	Candy	\$ 3.07
29941	Reese's Peanut Butter King Size 2.8oz	8000	Candy	\$ 5.26
35604	Reese's Pieces Concession Box 4oz	11480	Candy	\$ 3.07
35605	Reese's Take 5	38645	Candy	\$ 3.07
30657	Refried Pinto Jalapeno Green Chili 4oz	11304	Microwaveable	\$ 5.50
32469	Replacement MP3 Player Cord	MP3CORD	Electronics	\$ 4.36
30658	Rice Krispie Bar	52402	Pastries	\$ 2.97
29945	Ritz Crackers 13.7oz Box	H914	Condiments	\$ 7.08
29946	Rolo 1.7oz	31526	Candy	\$ 2.45
29048	Rootbeer Barrels	1005	Bag Candies	\$ 2.89
31072	Rubber Handle Nylon Toothbrush	TBRG2	Hygiene	\$ 0.84
29953	Salisbury Steak 9oz	23115	Meals	\$ 7.11
29954	Salsitas 1.5oz	260155	Chips	\$ 2.31

ATTACHMENT D - COMMISSARY ITEMS AND PRICING LIST

idCanteenGlobalItem	Name	Item Num	Category	Item Price (Standard)
30660	Salt Packet	14390	Condiments	\$ 0.10
29957	Salted Nut Roll King Size 3.25oz	1955	Candy	\$ 4.91
29956	Salted Nut Rolls	20927-DS	Candy	\$ 2.45
30661	Saltine Crackers Fresh Stacks (16 Crackers)	5430	Condiments	\$ 2.02
32875	Santitas Tortilla Chip 16oz	47751	Chips	\$ 8.05
32879	Sardines in Hot Sauce 3.53oz	6733	Meats	\$ 2.82
31388	Sardines in Oil Lightly Smoked 3.53oz	C441	Meals	\$ 2.82
31074	Scotch Tape Roll 3/4"	305324	Office Supplies	\$ 5.35
31075	Seasoned Salt 4.75oz	E925	Condiments	\$ 3.70
30663	Senna Laxative 8.6mg 100/Bottle	SEN100	Medical	\$ 8.51
30664	Shampoo Pantene	L1207	Hygiene	\$ 15.38
24694	Shampoo/Shave Gel/Body Wash 4oz	SSB4	Hygiene	\$ 4.38
31080	Shankless Toothbrush	NSTB-DS	Hygiene	\$ 1.86
31081	Shave Cream Packet .25oz	PK-SC	Hygiene	\$ 0.91
31082	Shave Cream Tube .85	SC85	Hygiene	\$ 1.34
31085	Shower Cap	SC-01	Hygiene	\$ 1.09
30669	Shower Shoes Large	888-10	Shoes	\$ 4.61
30670	Shower Shoes Medium	888-8	Shoes	\$ 4.61
30671	Shower Shoes Small	888-6	Shoes	\$ 4.61
30672	Shower Shoes XLarge	888-12	Shoes	\$ 4.61
30673	Shower Shoes XXLLarge	888-13	Shoes	\$ 4.61
30674	Shower Shoes 2XL	TKC11052X2XL	Shoes	\$ 4.61
31086	Shower Shoes L	TKC11052XL	Shoes	\$ 4.61
31092	Shower Shoes M	TKC11052XM	Shoes	\$ 4.61
31104	Shower Shoes XL	TKC11052XXL	Shoes	\$ 4.61
32820	Shredded Pork Chilorio 4.4oz	8608125	Meats	\$ 5.38
30676	Sketch Pad	54012	Stationery	\$ 17.78
31107	Skin Care Lotion	HL-04	Hygiene	\$ 5.17
29977	Skittles Original Peg Bag 7.2oz	4092	Candy	\$ 4.68
29978	Skittles Regular 2.17oz	1160	Candy	\$ 2.45
29980	Skittles Tropical 2.17oz	1163	Candy	\$ 2.45
29981	Skittles Wild Berry 2.17oz	1162	Candy	\$ 2.45
32852	Sleeping Mask	TKCMASK	Hygiene	\$ 1.79
32861	Sliced Jalapenos 12oz	C312	Condiments	\$ 5.79
33782	Sliced Pepperoni 3.5oz	1390	Meats	\$ 5.84
30678	Small Comb	C-5	Hygiene	\$ 0.99
31017	Snickers Doodle Creme Pies 8 pack	4547-P	Pastries	\$ 6.09
35112	Snickers Bar	1202	Candy	\$ 2.96
29988	Snickers King Size 3.29oz	2252	Candy	\$ 4.91
30834	Snyder's Nashville Hot Pretzel Pieces 2.25oz	9612	Chips	\$ 2.31
29989	Snyders Honey Mustard Pieces 2.25oz	81110	Chips	\$ 2.31
29990	Snyders Hot Buffalo Wing Pieces 2.25oz	81090	Chips	\$ 2.31

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idCanteenGlobalItem	Name	Item Num	Category	Item Price (Standard)
29991	Snyders Jalapeno Pieces 2.25oz	81100	Chips	\$ 2.31
31113	Soap Dial Antibacterial 3.5oz	M1327	Hygiene	\$ 2.63
32835	Soap Bar Dial 4oz	910	Hygiene	\$ 3.62
32828	Soap Bar Dove 3.75oz Sensitive	2979380	Hygiene	\$ 4.61
29995	Soap Bar Freshscent 3oz	F30	Hygiene	\$ 1.44
32834	Soap Bar Irish Spring 3.75oz	6315	Hygiene	\$ 4.61
29997	Soap Bar Lever 2000	325385	Hygiene	\$ 4.61
31117	Soap- Irish Spring 3pk 3.75oz	6315-3	Hygiene	\$ 8.98
29420	Sour Patch Kids Theater Box 3.5oz	6249	Candy	\$ 3.14
35360	Southwestern Chicken Beans and Rice 8oz	85127	Meats	\$ 3.80
30684	Spam Singles 2.5oz	C318	Meals	\$ 3.08
30686	Speed Stick Solid Gel 1.8oz	94002	Hygiene	\$ 5.58
15904	Spicy Special	Special#7	Special Deals	\$ 7.70
30687	Spork Buff	SF-7TWBUF	Plateware	\$ 1.85
30688	Spork Orange	SF-7-DS	Plateware	\$ 1.85
30689	Sports Bra 32	TKCSPBRWS	Undergarments	\$ 10.25
30690	Sports Bra 34	TKCspbrwM	Undergarments	\$ 10.25
30691	Sports Bra 36	TKCSPBRWL	Undergarments	\$ 10.25
30692	Sports Bra 38	TKCSPBRWXL	Undergarments	\$ 10.25
30693	Sports Bra 40	TKCSPBRW2XL	Undergarments	\$ 10.25
30694	Sports Bra 42	TKCSPBRW3XL	Undergarments	\$ 10.25
30696	Sports Bra 46	TKCSPBRW5XL	Undergarments	\$ 10.25
31118	Sports Bra 52-54	TKCSPBRW8XL	Undergarments	\$ 10.25
31121	Sports Bra 5456	TKCSPBRW9XL	Undergarments	\$ 8.80
35567	Sprite 20oz	6466	Soda	\$ 3.27
30698	Stadium Cup 16 oz	SC16	Plateware	\$ 1.72
31155	Stamped Envelope	218580-100	Postage	\$ 1.02
31158	Stamped Envelope MSOP	218580-100-MSOP	Stationery	\$ 0.84
31161	Stamped Envelope w paper	218580-100-P	Postage	\$ 1.17
30704	Star Crunch	4114	Pastries	\$ 0.88
30008	Star Crunch 12 Pack	4114-P	Pastries	\$ 6.89
30010	Starlite Mints 4oz	1001	Bag Candies	\$ 3.11
31183	STEARNS COUNTY Postcard	223101-STRN	Stationery	\$ 0.57
31164	STEARNS Stamped Envelope	218580-100-STRN	Postage	\$ 0.87
31184	Strawberry Jelly 20oz	E524	Condiments	\$ 12.02
31185	Strawberry Pop Tart Box of 6	31732-BOX	Pastries	\$ 10.10
30705	Sudoku Numeric Puzzles	313	Entertainment	\$ 4.77
31187	Sugar Free Sunkist Grape 6pk	B312	Drink Mixes	\$ 3.69
31188	Sugar Free Sunkist Orange 6pk	B313	Drink Mixes	\$ 3.69
31191	Sugar Free Sunkist Strawberry 6pk	B314	Drink Mixes	\$ 3.69
30706	Sugar Packet	20500	Condiments	\$ 0.29
31195	Sugar Substitute 3.5oz	A173	Condiments	\$ 9.12

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idCanteenGlobalItem	Name	Item Num	Category	Item Price (Standard)
30708	Sulfur 8 Medicated Conditioner 2oz	430	Hygiene	\$ 13.05
30709	Sulfur 8 Medicated Shampoo 7.5oz	439	Hygiene	\$ 13.05
28311	Sunblock 30 SPF 3.5oz	Q1718	Hygiene	\$ 9.17
30717	Sure Antiperspirant Deodorant 1.7oz	71784	Hygiene	\$ 4.94
30710	Sweat Pants 3XLarge	SPT-3XL	Clothing	\$ 22.15
30712	Sweat Pants Large	SPT-L	Clothing	\$ 18.41
30713	Sweat Pants Medium	SPT-M	Clothing	\$ 18.41
30714	Sweat Pants Small	SPT-S	Clothing	\$ 18.41
30715	Sweat Pants XLarge	SPT-XL	Clothing	\$ 22.15
30716	Sweat Pants XXLLarge	SPT-2XL	Clothing	\$ 22.15
31243	Sweatshirt Heather Gray 2XL	562M-HG-2XL	Clothing	\$ 22.36
30719	Sweatshirt Heather Gray 3XL	562M-HG-3XL	Clothing	\$ 22.36
30720	Sweatshirt Heather Gray 4XL	562M-HG-4XL	Clothing	\$ 22.36
30722	Sweatshirt Heather Gray L	562M-HG-L	Clothing	\$ 22.36
30723	Sweatshirt Heather Gray M	562M-HG-M	Clothing	\$ 22.36
30724	Sweatshirt Heather Gray S	562M-HG-S	Clothing	\$ 22.36
30725	Sweatshirt Heather Gray XL	562M-HG-XL	Clothing	\$ 22.36
30726	Sweatshirt Orange 2XL	TKC562MOR2XL	Clothing	\$ 20.32
30727	Sweatshirt Orange 3XL	TKC562MOR3XL	Clothing	\$ 20.32
30729	Sweatshirt Orange L	TKC562MORL	Clothing	\$ 20.32
30730	Sweatshirt Orange M	TKC562MORM	Clothing	\$ 20.32
30732	Sweatshirt Orange XL	TKC562MORXL	Clothing	\$ 20.32
31530	Swedish Fish Red Peg Bag	1506208	Candy	\$ 6.34
30733	Sweet Baby Rays BBQ Sauce 1.5oz	561670	Condiments	\$ 1.39
30734	Sweet N Low 1gm Packet	52050	Condiments	\$ 0.29
30053	Swiss Roll 6 pack	4130-P	Pastries	\$ 5.47
30735	Swiss Roll K	4130	Pastries	\$ 1.45
30216	Sympathy Card with Stamp MSOP	CARD-SYMP-MSOP	Stationery	\$ 1.52
35054	Takis Fuego Tortilla Chips	31505	Chips	\$ 2.64
30736	Tampon	Jan-13	Hygiene	\$ 0.92
30450	Tapatio Pickle	612TAP	Condiments	\$ 2.24
31196	Taster's Choice Decaf Stick - Single	66488	Coffee	\$ 1.52
30292	Tea Earl Grey	10348	Drink Mixes	\$ 0.91
30217	Thank You Card with Stamp	CARD-THANKS-STAMP	Stationery	\$ 5.14
30218	Thank You Card with Stamp MSOP	CARD-THANK-MSOP	Stationery	\$ 1.52
30219	Thanksgiving Card with Stamp	CARD-THANKS-GIVING-STAMP	Stationery	\$ 5.14
30220	Thanksgiving Card with Stamp MSOP	CARD-GIVING-MSOP	Stationery	\$ 1.52
23634	The Spread Bundle Deal	SK-THE SPREAD	Bundle Discount Packs	\$ 38.49
30363	Thermal Bottoms 2XL	TKC1600DR2XL	Clothing	\$ 13.13
30362	Thermal Bottoms 3XL	TKC1600DR3XL	Clothing	\$ 13.13
30361	Thermal Bottoms 4XL	TKC1600DR4XL	Clothing	\$ 13.13
30360	Thermal Bottoms 5XL	TKC1600DR5XL	Clothing	\$ 13.13

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idCanteenGlobalItem	Name	Item Num	Category	Item Price (Standard)
30364	Thermal Bottoms 6XL	1600DR-6XL	Clothing	\$ 13.13
30359	Thermal Bottoms L	TKC1600DRL	Clothing	\$ 13.13
30358	Thermal Bottoms M	TKC1600DRM	Clothing	\$ 13.13
30357	Thermal Bottoms S	TKC1600DRS	Clothing	\$ 13.13
30356	Thermal Bottoms XL	TKC1600DRXL	Clothing	\$ 13.13
30354	Thermal Shirt 3XL	TKC1600LS3XL	Clothing	\$ 13.13
30353	Thermal Shirt 4XL	TKC1600LS4XL	Clothing	\$ 13.13
30352	Thermal Shirt 5XL	TKC1600LS5XL	Clothing	\$ 13.13
30351	THERMAL SHIRT 6XL	TKC1600LS6XL	Clothing	\$ 13.13
30350	Thermal Shirt L	TKC1600LSL	Clothing	\$ 13.13
30349	Thermal Shirt M	TKC1600LSM	Clothing	\$ 13.13
30347	Thermal Shirt XL	TKC1600LSXL	Clothing	\$ 13.13
30355	Thermal Shirt XXL	TKC1600LS2XL	Clothing	\$ 13.13
30221	Thinking of You Card with Stamp	CARD-THINK-STAMP	Stationery	\$ 5.14
30222	Thinking of you Card with Stamp MSOP	CARD-THINK-MSOP	Stationery	\$ 1.52
29249	Three Musketeers Bar	1103	Candy	\$ 2.28
31198	Tide Liquid Laundry Detergent Single Load	84900	Hygiene	\$ 1.65
31112	Tito's Sliced Jalapeno 1oz	1057	Condiments	\$ 1.85
30366	Toilet Paper 1 Roll	S10490	Hygiene	\$ 2.72
30368	Toothbrush Holder	TB-2	Hygiene	\$ 2.81
30369	Toothbrush Long Handled	TB30	Hygiene	\$ 2.81
30370	Toothbrush Stubby	STB30	Hygiene	\$ 1.90
30371	Toothpaste 0.6 oz	CG6	Hygiene	\$ 1.56
30372	Toothpaste Colgate .85oz	9782	Hygiene	\$ 3.09
32825	Toothpaste Colgate 1.0oz	50300	Hygiene	\$ 2.56
31199	Toothpaste Colgate Sensitive 6oz	N1446	Hygiene	\$ 8.80
31200	Toothpaste Freshmint Sensitive	TPS43	Hygiene	\$ 5.63
32826	Toothpaste Pepsodent 5.5oz	411014	Hygiene	\$ 6.61
30090	Tootsie Pop Drops 2.25oz	F716	Candy	\$ 4.91
30091	Tootsie Rolls 4oz	1008	Candy	\$ 3.11
30379	Tostitos Nacho Cheese Dip Cup 3.6oz	47903	Condiments	\$ 2.96
30094	Tostitos Tortilla Chips 3oz	20871	Chips	\$ 2.31
30738	Tournament Dominoes - Plastic	3215	Entertainment	\$ 15.05
31254	TShirt Gray 2XL	TKC7792XL	Clothing	\$ 7.00
31255	TShirt Gray 3XL	TKC7793XL	Clothing	\$ 7.00
31256	TShirt Gray 4XL	TKC7794XL	Clothing	\$ 7.00
31257	TShirt Gray L	TKC779L	Clothing	\$ 5.18
31258	TShirt Gray M	TKC779M	Clothing	\$ 5.18
31259	TShirt Gray S	TKC779S	Clothing	\$ 5.18
31260	TShirt Gray XL	TKC779XL	Clothing	\$ 5.18
30397	T-Shirt Premium 2XL White	TKC39302XL	Clothing	\$ 17.74
30396	T-Shirt Premium 3XL White	TKC39303XL	Clothing	\$ 17.74

ATTACHMENT D - COMMISSARY ITEMS AND PRICING LIST

idCanteenGlobalItem	Name	Item Num	Category	Item Price (Standard)
30395	T-Shirt Premium 4XL White	TKC39304XL	Clothing	\$ 17.74
30392	T-Shirt Premium L White	TKC3930L	Clothing	\$ 14.03
30391	T-Shirt Premium M White	TKC3930M	Clothing	\$ 14.03
30390	T-Shirt Premium S White	TKC3930S	Clothing	\$ 14.03
30389	T-Shirt Premium XL White	TKC3930XL	Clothing	\$ 14.03
34972	Tube of Peanuts 2oz	36	Candy	\$ 1.89
30398	Tube Sock White	TKCIR1268	Clothing	\$ 3.37
30739	Tums	665656	Medical	\$ 4.73
32815	Tuna in a Pouch 4.23oz	DLBTUNA	Meats	\$ 4.26
31263	Turkey and Dressing 10oz	18717	Meals	\$ 6.94
35530	TURN Protein - Caffeinated Iced Caramel Coffee	817	Drink Mixes	\$ 2.75
35078	TURN Protein Powder - Chocolate Single Serve	816	Drink Mixes	\$ 2.75
31265	Tweezers plastic	S1945	Hygiene	\$ 1.44
35606	Twix Caramel	35391	Candy	\$ 3.07
29260	Twix King Size 3.02oz	5387	Candy	\$ 4.57
30132	Twizzlers Strawberry 2.5oz	53432	Candy	\$ 2.45
35898	Uncle Ray's All Dressed Mossy Oak 1.5oz	415240	Chips	\$ 1.79
35899	Uncle Ray's Cheddar Jalapeno Mossy Oak 1.5oz	415241	Chips	\$ 1.79
31266	V05 3N1 Shampoo/Conditioner/Body Wash	401220	Hygiene	\$ 4.72
31269	V05 Conditioner 12.5oz	1099	Hygiene	\$ 4.72
30407	V05 Shampoo 12.5oz	1098	Hygiene	\$ 4.72
30408	V05 Shampoo/Conditioner 2 in 1 12.5oz	1096	Hygiene	\$ 4.72
30223	Valentines Day Card with Stamp	CARD-VALEN-STAMP	Stationery	\$ 5.14
30224	Valentines Day Card with Stamp MSOP	CARD-VALEN-MSOP	Stationery	\$ 1.52
30136	Vanilla Creme Cookies 16oz	H822	Cookies	\$ 5.07
31273	Vanilla Wafers 11oz	H802	Cookies	\$ 5.08
32838	Vaseline Lip Therapy 0.35oz	750000	Hygiene	\$ 4.71
32823	Vaseline Lotion 10oz *Scents may vary*	16795	Hygiene	\$ 8.87
35043	Vegetable Soup 10oz Pouch	85136	Meals	\$ 2.68
31274	Velcro Laundry Bag	TKC-LB1824-VELCRO	Clothing	\$ 6.24
31275	Vienna Sausage Ready Cuts 10oz	CLM21975	Meats	\$ 5.39
30140	Vitamin - Multi 100ct	Q1781	Hygiene	\$ 12.42
28327	Vitamin Omega 3 1000mg - 100ct.	90950	Hygiene	\$ 18.15
30478	Washcloth	TKCW1212	Clothing	\$ 1.17
32819	White Chicken Chili 8oz	85205	Meals	\$ 4.29
30480	Wisconsin Best Jalapeno Meat Sticks 3oz	56014NC	Meats	\$ 5.90
30481	Wisconsin Best Meat Sticks 3oz	56015NC	Meats	\$ 5.90
31306	Women's Nylon Bra 32A	TKC136032A	Undergarments	\$ 7.16
31280	Women's Nylon Bra 34B	TKC136034B	Undergarments	\$ 7.16
31281	Women's Nylon Bra 36C	TKC136036C	Undergarments	\$ 7.16
31282	Women's Nylon Bra 38C	TKC136038C	Undergarments	\$ 7.16
31323	Women's Nylon Bra 42D	TKC136042D	Undergarments	\$ 7.16

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ATTACHMENT D - COMMISSARY ITEMS AND PRICING LIST

idCanteenGlobalItem	Name	Item Num	Category	Item Price (Standard)
30483	Womens Size 10 White Underwear	TKCL22010	Undergarments	\$ 5.56
30485	Womens Size 12 White Underwear	TKCL22012	Undergarments	\$ 5.56
30487	Womens Size 14 White Underwear	TKCL22014	Undergarments	\$ 5.56
30489	Womens Size 6 White Underwear	TKCL2206	Undergarments	\$ 5.56
30490	Womens Size 8 White Underwear	TKCL2208	Undergarments	\$ 5.56
31294	Wonderful Pistachios Salted No Shell .75oz	99004	Chips / Snacks	\$ 2.48
30492	Word Search	311	Entertainment	\$ 5.50
31302	Wyler's Light Fruity Red Punch 10pk	B303	Drink Mixes	\$ 3.69
31303	Wyler's Light Iced Tea w/ Lemon	B323	Drink Mixes	\$ 3.69
31304	Wyler's Light Iced Tea w/Peach 8pk	B324	Drink Mixes	\$ 3.43
28337	Wyler's Light Radical Lemon Berry 10pk	B318	Drink Mixes	\$ 3.43
30493	Yahtzee	E0950	Entertainment	\$ 22.02
30494	Yahtzee Score Pad	E6100S5	Entertainment	\$ 6.49
30167	Zapps Voodoo Potato Chips	6154	Chips	\$ 2.31
30495	Zest Body Wash 18oz	901695	Hygiene	\$ 7.98

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ATTACHMENT E – INDIGENT ITEMS AND PRICING LIST

Contractor Name: TurnKey Corrections

Instructions:

Select personal hygiene items, writing, and mailing supplies (collectively referred to as “Indigent Items”) must be provided at no cost to eligible inmates. Indigent Items will be paid for by the county. Eligibility is determined by the Adult Detention Center administrator or designee.

Item #	Description	Unit Cost
1.	Clear deodorant, .05 ounce	\$0.60
2.	Clear tube toothpaste, 0.85 ounce	\$0.40
3.	Toothbrush, 4 inch	\$0.31
4.	Postcard with postage included	\$0.69
5.	Envelope with postage included	\$0.84

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EXHIBIT 1 – SERVICE LEVEL AGREEMENT

1. TEAM Software

The County and Contractor hereto agree that it is not part of TEAM to safeguard an interruption- and latency-free end-to-end connection between different users of TEAM. The County acknowledges that TEAM may be unavailable or include latency from time to time due to technical difficulties or due to causes beyond the reasonable control of Contractor. Additionally, the County acknowledges that the end-to-end connection between different users of TEAM is dependent on the internet connection at the County, as well as the County's use of other hardware and software (e.g. Facility management systems, hardware age and sophistication, operating systems), all of which shall not be included in the services provided by Contractor and shall likely have an impact on the functionality of TEAM.

- a) Subject to the foregoing, Contractor will use commercially reasonable efforts to maintain operational performance of 99% expected uptime, which is measured over a calendar year, but excludes scheduled and emergency maintenance, issues originating with Contractor's web-service partners, and performance degradation.
- b) Standard scheduled maintenance windows are the third Saturday of each month from 2:00 AM to 6:00 AM Central Time, and in general, Contractor will make every effort to not perform scheduled maintenance during each available maintenance window. TEAM updates may be released as needed outside the standard scheduled maintenance windows. Also, whenever possible, Contractor will perform any required emergency maintenance during the calendar day from 1:00 AM to 5:00 AM Central Time. Contractor will provide an incident report for major incidents within 72 hours of closure of a material outage.

2. Technical Support

- a) Installation/Repair Technicians
Installation/Repair Technicians shall provide services Monday through Friday. Weekend and after-hours requests for service are evaluated for critical or essential service needs. System-wide software issues are addressed 24/7 usually within 2 hours. If additional time or resources are needed, Contractor will immediately communicate this to the County.
- b) Customer Support Representatives
Customer Support Representatives are trained to diagnose and resolve routine software and hardware issues. Issues may be submitted to the team via email, phone call, or online submission integrated into the TEAM software. Customer Support Representatives operate the support system 7 days a week from 0600-1800 daily. The call number is active 24 hours a day and is routed to an on-call system.
- c) Software Developers
Software Developers are responsible for new product development, current product support, and advance software issues. Software Developers' support team has a direct link to receive assistance with critical software issues. Critical software issues will be addressed 24 hours a day, 7 days a week.

PROFESSIONAL SERVICES AGREEMENT #: RC-000663**Exhibit 2 - CJIS Security Addendum**

This Security Addendum is an agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of the Sheriff's Office and TW Vending dba Turnkey Corrections. This Security Addendum is in support of a contract between the Contracting Government Agency and the Contractor for the provision of services that require compliance with the Federal Bureau of Investigation's (FBI) Criminal Justice Information Systems Security Policy (CJIS Security Policy).

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.0 Definitions.

1.01 Contracting Government Agency (CGA) – the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor- a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

1.03 Contract – the primary agreement between the CGA and the Contractor for the provision of services.

2.00 Responsibilities of the Contracting Government Agency.

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Exhibit 2 - CJIS Security Addendum

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgment may be signed by hand or via digital signature (see CJIS Security Policy glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and the Contractor.

4.02 Security violations can justify termination of the Contract between the CGA and the Contractor.

4.03 Upon notification, the CSO and FBI reserve the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend, or terminate access and services, including telecommunications links. The CSO will provide the CGA with timely written notice of any action taken. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the CSO or FBI by the CGA. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit.

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum or the Contract.

6.00 Scope and Authority.

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; (4) Title 28, Code of Federal Regulations, Part 20; and (5) the Contract. The parties are also subject to applicable federal and state laws and regulations.

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Exhibit 2 - CJIS Security Addendum

minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the Contract which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the Contract without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 23606

Turnkey Corrections

Ramsey County

Signature of officer

Signature

Printed Name & Title

Printed Name & Title

Date

Date

PROFESSIONAL SERVICES AGREEMENT #: RC-000663**Exhibit 3 - CJIS Security Addendum Certification****CERTIFICATION**

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than the execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative Date

Organization and Title of Contractor Representative

PROFESSIONAL SERVICES AGREEMENT #: RC-000663**Exhibit 4 - Business Associate Agreement**

This Business Associate Agreement ("BA Agreement") is referenced by and incorporated within Professional Services Agreement # RC-000663 (the "Service Agreement") between Ramsey County, Minnesota, a political subdivision of the State of Minnesota, on behalf of the Community Human Services Department, 160 E. Kellogg Blvd, St. Paul, MN 55101 AND/OR the St. Paul-Ramsey County Department of Public Health, 555 Cedar St., St. Paul, MN 55101 ("Covered Entity") and TW Vending dba Turnkey Corrections ("Business Associate") (each a "Party" and collectively the "Parties").

Recitals

- A. The Service Agreement identifies services between the Parties that require execution of a Business Associate Agreement as defined by the Health Insurance Portability and Accountability Act of 1996 as amended ("HIPAA") and the Privacy, Security, Breach Notification, Electronic Transactions, and Enforcement Rules at 45 C.F.R. Parts 160, 162, and 164 (HIPAA Rules).
- B. Ramsey County is a Covered Entity that is a Hybrid Entity as defined at 45 C.F.R. § 164.105.
- C. The Service Agreement identifies certain program areas/units of Covered Entity that are included in Covered Entity's Health Care Component and in need of Business Associate's services;
- D. In accordance with HIPAA Rules, which require Covered Entity to have a written contract or memorandum of understanding with its Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard PHI and, therefore, execute this BA Agreement.

NOW, THEREFORE, intending to be legally bound, the Parties agree as follows:

- 1. **Definitions.** Terms defined in the Recitals and introductory paragraph of this BA Agreement are incorporated by reference. Capitalized terms used but not otherwise defined in this BA Agreement shall have the same meaning as those terms in the HIPAA Rules as amended from time to time.
 - (a) "Business Associate" shall generally have the meaning set forth in HIPAA Rules and also shall refer to the Party identified in this BA Agreement that serves as the Business Associate.
 - (b) "Covered Entity" shall generally have the meaning set forth in HIPAA Rules and also shall refer to the identified Health Care Components of the Party identified above as the Covered Entity, in accordance with the use of this term at 45 C.F.R. § 164.105(a)(2)(i)(A).
 - (c) Protected Health Information (PHI) shall generally have the meaning set forth in HIPAA Rules and also shall refer to PHI applicable to the relationship between the Parties under this BA Agreement and the Service Agreement.

2. **Representations, Acknowledgements, & Satisfactory Assurances of Business Associate.** Business Associate hereby represents and acknowledges: i) it has legal status as a Business Associate under HIPAA Rules as a direct result of its relationship with Covered Entity under the Service Agreement; ii) it has read and fully understands the extensive legal requirements of Business Associates under HIPAA Rules; iii) it has sufficient technical, legal, and monetary resources and know-how to comply with all Business Associate regulatory and contractual requirements for the full term of the Service Agreement, including any renewals or amendments it may execute; and iv) that the consideration identified in the Service Agreement is, in part, in exchange for obligations under this BA Agreement, which may be referenced or incorporated into the Service Agreement. Business Associate offers and Covered Entity accepts these representations and acknowledgments, along with other promises in this BA Agreement, as satisfactory assurances that Business Associate will appropriately safeguard PHI, including electronic PHI.

3. **Obligations of Business Associate.** Business Associate agrees and promises in good faith to do all of the following:
 - (a) Comply with all Business Associate obligations and requirements under HIPAA Rules and, if uncertainty exists as to how to achieve compliance, request direction from Covered Entity.
 - (b) Comply with other requirements under HIPAA Rules that may apply to the Covered Entity, such as when Business Associate carries out one or more of the Covered Entity's obligations under HIPAA Rules.
 - (c) Use and disclose PHI only: (i) when required by law; ii) as set forth in this BA Agreement; or (iii) as set forth in the Service Agreement or, if the Service Agreement is ambiguous or incomplete, then only as permitted or required by the Covered Entity's Notice of Privacy Practices that was in effect when the information was collected from the individual.
 - (d) MINIMUM NECESSARY. Limit its use, disclosure, and requests for use or disclosure to the minimum amount necessary to accomplish the intended purpose in accordance with the requirements of the HIPAA Rules.
 - (e) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
 - (f) Manage Security Incidents in compliance with 45 C.F.R. Part 164 Subpart C, including immediate notification to the Covered Entity of a Security Incident

upon discovery.

- (g) Upon discovery of a Breach as defined at 45 C.F.R. § 164.402, which is recognized by HIPAA Rules as a type of Security Incident, comply with 45 C.F.R. Part 164 Subpart D, which includes immediate notification to Covered Entity in a prescribed form and providing prescribed information. In addition to the requirements of HIPAA Rules, Business Associate shall:
 - (1) Identify all known individuals or entities that caused or contributed to the occurrence of a Breach at Business Associate's expense; and
 - (2) Cooperate with Covered Entity to notify, at Business Associate's expense, all Individuals and media required to be notified under the HIPAA Rules; and
 - (3) Indemnify Covered Entity for any reasonable expenses Covered Entity may incur in connection with such Breach, including notification.
- (h) The parties acknowledge that the definition of Breach as set forth in the HIPAA Rules at 45 C.F.R. Part 164.402 excludes the following circumstances and therefore Breach notice requirements do not apply:
 - (1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or a Business Associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under 45 C.F.R. Part 164, Subpart E.
 - (2) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same Covered Entity or Business Associate, or organized health care arrangement in which the Covered Entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under 45 C.F.R. Part 164, Subpart E.
 - (3) A disclosure of PHI where a Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- (i) In accordance with 45 C.F.R. § 164.524, provide access to PHI in a Designated Record Set to an Individual at the request of Covered Entity and in the time and manner designated by Covered Entity. Provide immediate notice to Covered Entity when Business Associate receives a request for access from

an Individual.

- (j) In accordance with 45 C.F.R. § 164.526, make amendments to PHI in a Designated Record Set as directed by the Covered Entity or take other measures as necessary to satisfy Covered Entity's obligations regarding amendments. Provide immediate notice to Covered Entity when Business Associate receives a request for an amendment from an Individual.
- (k) Make its internal practices, books and records, including policies, procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity or to the Secretary or the Secretary's designee, in a time and manner designated by the requestor, for purposes of audit or determining Covered Entity's compliance with HIPAA Rules.
- (l) In accordance with 45 C.F.R. § 164.528, document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI. Provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information required to provide an individual with an accounting of disclosures of PHI.
- (m) Implement written policies and procedures, conduct periodic security risk assessments and evaluations, and train employees who have access to PHI about the standards, obligations, policies and procedures required by HIPAA Rules.
- (n) Enter into a written agreement with each agent and subcontractor who has access to the PHI created, received, maintained, or transmitted by Business Associate in relation to Covered Entity and include in such agreement the same or parallel restrictions, requirements, and conditions that apply through this BA Agreement to Business Associate, including provisions with respect to reasonable and appropriate safeguards to protect electronic PHI.

4. **Obligations of Covered Entity.** Covered Entity shall not direct Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. Covered Entity agrees to provide Business Associate with:

- (a) the applicable notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R § 164.520 and material changes to such notice over time;
- (b) any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures; and
- (c) notice of any restriction to the use or disclosure of PHI that Covered Entity

has agreed to in accordance with HIPAA if such restrictions affect Business Associate's permitted or required uses and disclosures.

5. **Defense, Indemnification and Hold Harmless.** The Business Associate agrees to defend, indemnify, and save and hold the Covered Entity, its agents, officers, and employees harmless from all claims, fines, penalties, damages, and settlement amounts arising out of, resulting from, or in any manner attributable to any unauthorized use or disclosure of PHI by Business Associate, its subcontractors, agents and employees under this BA Agreement, including legal fees or disbursements paid or incurred to enforce the provisions of this BA Agreement.
6. **Term and Termination.**
 - (a) **Term.** The Term of this BA Agreement shall be effective as of the Effective Date listed below, and shall continue until terminated as provided herein.
 - (b) **Termination upon Termination of the Underlying Relationship.** This BA Agreement will terminate upon the termination of the Business Associate's relationship with Covered Entity under the Service Agreement.
 - (c) **Termination for Cause.** Upon learning of a violation by Business Associate of a material term of this BA Agreement, Covered Entity shall provide Business Associate with notice to cure or end the violation by a specified time, which may be different for each type of violation, but the default for which shall be two (2) business days. The Covered Entity will have the right to terminate this BA Agreement and the Service Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or the Covered Entity may immediately terminate this BA Agreement and the Service Agreement if the Business Associate has breached a material term of this BA Agreement and cure is not possible or is not in the best interest of Covered Entity, based on Covered Entity's sole determination.
 - (d) **Upon Termination.**
 - (1) Except as provided in paragraph (2) of this section, upon termination of this BA Agreement for any reason, Business Associate shall immediately return or destroy, according to Covered Entity's instructions, all PHI that it created, received, maintained, or transmitted on behalf of or to or for Covered Entity to the extent that Business Associate still maintains such PHI in any form. Business Associate shall take the same action for all such PHI that may be in the possession of its subcontractors and agents. Business Associate and its subcontractors and agents shall not retain copies of any such PHI.
 - (2) In the event that Business Associate knowingly cannot or does not return

or destroy PHI as described in paragraph (1) of this section, it shall notify Covered Entity of the specific circumstances and continue to extend the protections of this BA Agreement to such PHI and take all measures possible to limit further uses and disclosures of such PHI for so long as Business Associate or its subcontractors or agents maintain such PHI. The Parties intend that the provisions of this section 6(d)(2) survive termination of this BA Agreement.

7. **Mutual Representations and Warranties of the Parties.** Each Party represents and warrants to the other Party that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized, it has the full power to enter into this BA Agreement and to perform its obligations, and that the performance by it of its obligations under this BA Agreement have been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws; and that neither the execution of this BA Agreement, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party.
8. **Governing Law.** This BA Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the conflicts of laws principles thereof.
9. **Notices.** All demands, notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally or by registered or certified mail return receipt requested to the Parties at the following addresses:

if to Covered Entity, addressed to:

Karen Saltis
Privacy Officer
Ramsey County Community Human Services Dept.
160 E. Kellogg Blvd., Rm. 9305
St. Paul, MN 55101

OR

Chris Bogut
Privacy Officer
St. Paul-Ramsey County Department of Public Health
555 Cedar St.
St. Paul, MN 55101

if to Business Associate, addressed to:

Name

Title

Address

City, State, Zip

or to such other address as a Party hereto will specify to the other Party hereto in writing in a notice which complies with this Section. Any party may give any Notice using other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such Notice shall be deemed to have been duly given unless and until it is actually received by the intended recipient.

10. **Amendment and Modification.** No part of this BA Agreement may be amended, modified, supplemented in any manner whatsoever except by a written document signed by the Parties' authorized representatives. The Parties agree to take action to amend this BA Agreement from time to time as necessary for Covered Entity to comply with the requirements of the Privacy Rule, Security Rule and the Health Insurance Portability and Accountability Act of 1996.
11. **Headings.** The headings used in this BA Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.
12. **Counterparts.** This BA Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Faxed signatures shall be treated as effective as original signatures.
13. **No Third Party Beneficiaries.** Nothing express or implied in this BA Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
14. **Disputes.** If any controversy, dispute or claim arises between the Parties with respect to this BA Agreement, the Parties shall make good faith efforts to resolve such matters informally.
15. **No Partnership, Joint Venture, or Fiduciary Relationship Created Hereby.** This BA Agreement does not constitute a joint venture or partnership arrangement between the Parties and it does not create any relationship of principal and agent, or

otherwise between the Parties. Neither Party shall be liable for any obligation incurred by the other, except as might otherwise be expressly provided in this BA Agreement. All employees of each Party shall remain the employee of that Party, and shall not be subject to any direction or control by the other Party. Nothing contained in this BA Agreement shall be interpreted as creating a partnership, joint venture, or employment relationship of the Parties, it being understood that the sole relationship created hereby is one of independent contractor.

16. **Failure to Enforce Not a Waiver.** The failure of either Party to enforce at any time any provision of this BA Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.
17. **Successors and Assigns.** This BA Agreement shall be binding upon the respective successors, heirs, administrators and permitted assigns of the Parties.
18. **Entire Agreement.** This BA Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior understandings or agreements, written or oral, with respect to the rights and responsibilities of the Parties set forth in this BA Agreement.
19. **Effect on Covered Agreement.** Except as relates to the use, security and disclosure of PHI and electronic transactions, this BA Agreement is not intended to change the terms and conditions of, or the rights and obligations of the Parties under, the Service Agreement.
20. **Interpretation.** A reference in this BA Agreement to a section in the Privacy Rule or Security Rule means the section as amended from time to time. Any ambiguity in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Privacy Rule and the Security Rule.

WHEREFORE, this BA Agreement is duly approved as of the date of the Service Agreement.