

**KEEFE COMMISSARY NETWORK, LLC**  
**COMMISSARY SERVICES AGREEMENT**

This Agreement ("Agreement") is made by and between KEEFE COMMISSARY NETWORK, LLC ("Keefe"), and County of Kent, located at 300 Monroe Ave NW, Grand Rapids, MI 49503, ("Customer") (collectively, the "Parties").

Keefe is in the business of supplying food and other related commissary items and services to inmate commissary departments of correctional facilities throughout the United States, including the Customer; and,

The Parties wish to enter into a Commissary Services Agreement to facilitate the following services which are detailed herein: the ordering of commissary items by inmates; the operation of and payment for commissary; payments to inmate trust accounts; an inmate package program; transferring funds from inmates' trust accounts to secure release cards upon their release; and vending services (collectively, "Commissary Services").

Therefore, in consideration of the mutual promises and conditions herein contained, the Parties agree as follows:

1. **OPERATION OF COMMISSARY BY CUSTOMER.** Customer agrees that during the term of this Agreement, it will, at its own expense: (a) provide personnel to operate the computer equipment, as listed in Exhibit A ("Computer Equipment") and the Keefe proprietary software, as also listed in Exhibit A ("Keefe Software"); and (b) manage and reconcile the funds in the Inmate Trust Accounts.

2. **OPERATION OF COMMISSARY BY KEEFE.**

- 2.1 Keefe agrees that, on an as-needed basis, but not less than once every seven (7) days, it will download all inmate orders for commissary items.
- 2.2 Customer may set a maximum dollar amount for each inmate order and a maximum number of individual items per inmate order.
- 2.3 Keefe will bag, box and/or cart, and ship such commissary items to the Customer's institution for distribution to the inmates by Keefe personnel and invoice Customer for all such purchases in accordance with Section 3.0. Keefe will obtain payment solely from the Inmate Trust Account and shall not look to the Customer for any payment or reimbursement of any kind for commissary items sold or delivered to inmates. All commissary orders shall be delivered to inmates in heat sealed perforated clear plastic bags.
- 2.4 Keefe shall provide the Customer three hundred (300) snack packs per month at no cost to Customer. The contents of the snack packs shall be mutually agreed upon and may change from time to time.
- 2.5 Keefe personnel shall be at a minimum the personnel proposed in Keefe's proposal but shall be no less than is necessary to efficiently provide the contracted services and fulfill all of Keefe's obligations under this Agreement including weekly delivery. Keefe shall have staff on-site during regular

business hours to handle upkeep as well as technical and maintenance issues of all hardware and refilling of vending machines.

- 2.6 Keefe will keep the Computer Equipment updated with complete information as to commissary items available, pricing, other terms and conditions of sale, and general maintenance/up-keep of technical equipment. Such general maintenance includes applying security and application updates promptly.
- 2.7 Keefe's software will reconcile inmate deposits and commissary orders with inmate trust accounts instantly. Any funds deposited through a kiosk for the benefit of an inmate shall be immediately available to the inmate upon deposit.
- 2.8 Keefe shall resolve all disputes and/or complaints by inmates related to billing disputes and commissary items in a timely manner (no longer than 48 hours) and shall indemnify the Customer from such claims.

3. **HARDWARE/SOFTWARE.** During the term of this Agreement, Keefe shall supply Customer with the Computer Equipment and Keefe Software as listed in **Exhibit A**. Customer agrees to return all Computer Equipment and Keefe Software to Keefe in workable order upon contract termination. Keefe hereby grants to Customer a non-exclusive, royalty-free license to use the Keefe Software during the term of this Agreement. All software supplied by Keefe is proprietary and shall at all times remain the property of Keefe with title and all rights vested in and retained by Keefe. Customer hereby agrees that it will not sublicense, disclose, reproduce, transfer, alter, reverse-engineer, decompile or use the Keefe Software and/or documentation for any purpose, other than those specifically allowed by the terms of this Agreement. Keefe grants to Customer the right to make copies of screen captures of Keefe Software for its internal documentation and training purposes. All software updates, including security updates, shall be made available to Customer at no cost. Installing, updating or uninstalling Keefe software will never compromise or affect processed data. All hardware installed by Keefe shall remain the property of Keefe unless otherwise expressly agreed to by the Parties in writing. Keefe's Service Level Agreement ("SLA") is attached as Exhibit E. Keefe is responsible for the security of all data input into the Keefe Software. In the event of a security breach, Keefe shall accept full responsibility and take any action pertaining to such unauthorized disclosure required by law.

4. **DATA OWNERSHIP.** Customer owns all data that is passed to the Keefe Software by any Customer system, and any data generated by the Keefe Software that pertains to inmates, their interactions with the Keefe Software, or interactions on behalf of the inmates by third parties initiated through the Keefe Software except consumer data obtained from Keefe's Secure Payment Services, Inmate Package Program Service and Secure Release Service which is the property of Keefe ("Customer Data"). Permission is granted to Keefe to use that data as required to perform the services outlined in this Agreement and to comply with all legal and regulatory requirements No other commercial use of that data is allowed, including aggregation even if personal information is removed.

5. **PAYMENT.** Keefe will invoice Customer on a weekly basis for all commissary items purchased. Customer shall pay such invoices in accordance with Keefe's standard credit terms (NET 30 DAYS). If Customer reasonably disputes any portion of a Keefe invoice, Customer

must submit a written dispute to Keefe describing the disputed amount within thirty (30) days. Customer must pay the undisputed portion of the invoice in accordance with this Agreement.

6. **COMMISSION**. Customer will be paid a commission for the services to be provided under this Agreement equal to **50%** of Adjusted Gross Sales of commissary items. "Adjusted Gross Sales" is defined as gross commissary sales minus the sales of noncommissioned commissary items as listed in **Exhibit B** of this Agreement. In the event that the inmate's trust account funds available to purchase commissary products are inhibited in any way by a change in policy or law, the commission paid to Customer shall be reduced accordingly by Keefe after negotiation with Customer. Additionally, in the event of material cost changes in federal, state, or local taxes including, but not limited to, social security taxes, unemployment taxes or payroll based taxes or an increase in the minimum wage rate or the implementing regulations or the enactment or application of any "living wage", "prevailing wage" or similar laws by any governmental entity; and/or an increase in employee benefits whether as a result of a change in federal, state, or local laws or a federal, state, or local legislative or regulatory mandate or otherwise, it is agreed that the parties shall adjust the commission paid to Customer to reflect said increases. If other material conditions change due to causes beyond Keefe's control including, but not limited to, a change in the scope of services, menu changes requested by Customer, material decreases in inmate population or changes in federal, state or local standards or regulations or other unforeseen conditions beyond Keefe's control, it is agreed that the parties shall adjust the commission paid to Customer to reflect the impact of the material change in circumstances.

7. **MENU**. Commissary item selection and pricing will be agreed upon by Customer and Keefe. Commissary item menu selection and price adjustments shall be reviewed as needed, but no less than annually, by Keefe. All changes and substitutions, including price adjustments, must be approved by Customer. Keefe shall maintain an order fill rate not less than ninety-eight percent (98%) at all times.

8. **PAYMENT SERVICES**. This Agreement includes Keefe's Access Corrections® Secure Payment Services, the terms of which are memorialized in Exhibit C, entitled "Payment Services", attached hereto and incorporated herein. Keefe will facilitate payments to Inmate Trust Accounts via website, toll-free phone number, walk-in provider(s) and/or kiosk(s) placed in mutually agreeable site(s) within Customer's facility. Customer will provide electrical power to operate the kiosk(s) and Keefe will provide the network connectivity. Keefe will guarantee all transactions and will send, via ACH, monies to the Customer designated bank account in accordance with the terms and conditions provided for in Exhibit C. Except as provided for herein, no fees for this service will be borne by Customer.

9. **SECURE RELEASE SERVICE**. This Agreement includes Keefe's Secure Release™ Service, the terms of which are memorialized in **Exhibit D**, entitled "Secure Release Prepaid Debit Card Release", attached hereto and incorporated herein. Except as provided for herein, no fees for this service will be borne by Customer.

10. **PACKAGE PROGRAM**. This Agreement includes Keefe's Access Securepak® Inmate Package Program Service. Keefe shall process and deliver orders placed through its Access Securepak website on the terms and conditions provided therein. Customer will be paid a

commission for this service equal to **48%** of all final Securepak sales made on behalf of inmates at Customer's facility minus any sales tax, returns, processing fee, refunds and/or chargebacks resulting from or arising out of the sales. Each order shall carry a processing fee of \$6.95, payable by the order originator entirely to Keefe. Keefe shall deliver Securepak orders to Customer's facility one time per week. Customer agrees that Keefe may charge the \$6.95 processing fee for each order which may be amended by Keefe from time to time upon at least thirty (30) days notice to Customer. Should the customer approve expansion of the program to include food items Keefe would adjust the commission for this service equal to 50%.

11. **INMATE VENDING.** Keefe will provide vending services to Customer including the vending hardware listed in Exhibit A ("Vending Hardware") as well as the stocking and restocking of vending items. Customer agrees that Keefe may place the Vending Hardware in mutually agreeable locations throughout Customer's facility and sell vending items to inmates at Customer's facility. Customer agrees that all Vending Hardware is the sole property of Keefe, and agrees to return the Vending Hardware to Keefe in workable order upon the expiration or earlier termination of this Agreement. Any Vending Hardware damaged by inmates will be repaired or replaced by Keefe and viewed as a recoverable cost to be recouped from the inmate(s) who damaged the hardware. Vending item selection and pricing will be agreed upon by Keefe and Customer. Vending item menu selection and price adjustments will be reviewed as needed, but no less than annually. Customer will be paid a commission for this service equal to **48%**. Keefe will adjust the commission rate to 50% if the customer agrees to deploy two (2) or more machines in areas of the jail which do not currently have vending available. Customer agrees that any additional location will have a minimum of twenty (20) inmates/residents and accessibility multiple days per week.

12. **TERM & TERMINATION.** This Agreement shall become effective as of the 30th day of June 2021 and shall continue in effect for a period of three (3) years (the "Base Term"). The Agreement may be extended or renewed by written agreement signed by both parties for successive one-year terms thereafter. If either party shall materially breach any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons defined herein, the party claiming such material breach shall give the other party a written notice of such breach. If within thirty (30) days from such notice the material breach has not been cured, or the material breach is such that it may not be cured within thirty (30) days and the party in breach has not commenced the cure within thirty (30) days and continuously pursued the cure, then the injured party may cancel the Agreement. Within thirty (30) days after termination of this Agreement, Customer shall, at Keefe's option, return all Computer Equipment and Keefe Software, and certify such removal and return in writing to Keefe. All monies due the Parties at the time of termination shall be paid to the respective party within thirty (30) days after the effective date of the termination of services. Keefe will provide a copy of Customer data to Customer within sixty (60) days of termination of this Agreement, in a format to be mutually agreed by the parties. Such format must be one that is commercially-supported and recognized as used for data exchange. Customer data must be removed from all Keefe systems within one hundred eighty (180) days after the last transaction performed under this Agreement is cleared, unless Keefe is required to maintain Customer Data pursuant a legal or regulatory obligation in which case Keefe is permitted to retain said data for the duration of the obligation(s).

13. **EXCUSED PERFORMANCE.** In case performance of any term or provision herein (other than payment of money) shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority, either local, state, federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, pandemics, epidemics, and other similar health scenarios, Acts of God, or any other reason whatsoever that is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties thereunder. Notwithstanding the foregoing, any loss, failure, or delay arising out of or related to the COVID-19 pandemic shall not constitute a force majeure event.

14. **CUSTOMER'S RESPONSIBILITIES.** Customer shall promptly notify Keefe of any changes in Customer's hardware systems, software or operating procedures that interact in any fashion with Keefe's supplied hardware, software or its operating procedures. Customer shall not, during the term of this Agreement nor for one (1) year following its termination or expiration, solicit to hire, hire, or contract with any employee or former employee of Keefe, Trinity Services Group, Inc. or any of their parents or subsidiaries, direct or indirect. In the event that Customer breaches its covenant not to hire an employee or former employee, Customer agrees to pay Keefe an amount equal to the annual salary of such employee. This provision will not restrict the right of either party to solicit or recruit generally including in various forms of media and shall not prohibit the hiring of any individual that responds to such public solicitation or recruitment.

15. **GOVERNING LAW.** Both parties to this Agreement irrevocably: (i) consent and submit exclusively to the jurisdiction of the courts of the State of Michigan, County of Kent, or if it has or can acquire jurisdiction, the United States District Court for the Western District of Michigan, (ii) and agree that this Agreement shall be governed by, interpreted and construed in accordance with, the laws of the State of Michigan, without regard to any conflicts of law.

15.1 Keefe shall at all times comply with all applicable local, State and Federal laws, rules, and regulations applicable to this Agreement. Keefe shall indemnify and hold Customer harmless against any claim or liability arising from the violation of the foregoing provisions. Keefe further warrants that it will abide by and successfully complete the required training for all individuals and contractors working in correctional facilities that is found in the Prison Rape Elimination Act ("PREA") 42 USC Sec 15602 prior to commencing the scope of services of this Agreement.

16. **ENTIRE AGREEMENT-WAIVER.** This Agreement and its Exhibits constitute the entire Agreement between the Parties with respect to the provision of Commissary (and Payment, where applicable) Services. This Agreement includes Kent County Request for Proposal 4245 and Keefe's Response to Request for Proposal 4245 which are incorporated herein by reference and are deemed to be part of this Contract as if set forth in full herein. There are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of the Agreement and no waiver of any provision shall be valid unless in writing and

signed by the duly authorized officers of both Keefe and Customer. This Agreement supersedes all other agreements, negotiations, conversations and representations between the Parties for the provision of Commissary (and Payment, where applicable) Services.

17. **ASSIGNMENT.** Except in the case of a merger, reorganization, change in control, or sale of all or substantially all assets or equity, neither Party shall have the right to assign or otherwise transfer its rights and obligations under this Agreement except with the prior written consent of the other Party, which shall not be unreasonably withheld or delayed.

18. **INDEMNIFICATION.** Keefe shall indemnify Customer against any claim, action, suit, demand, damage, liability, loss, or judgment, including reasonable attorney's fees and costs, which arise out of, relate to or result from Keefe's negligent performance of its obligations under this Agreement, except to the extent such claims, actions, suits, demands, damages, liabilities, losses or judgments are due to the negligent or unlawful conduct, or the willful misconduct of Customer, its agents or employees. Keefe shall indemnify, defend and hold harmless the Customer from and against, and shall pay any and all losses sustained or incurred by the Customer, based upon or relating to any claim, suit or proceeding brought by any Third Party against the Customer as a result of any failure by Keefe, its employees, agents and/or Subcontractors with respect to claims of breach of confidentiality, breach of data security obligations, and claims arising from a Data Incident. A "Data Incident" is any improper or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to State and/or Federally regulated data or personally-identifiable information ("Secured Data") that compromises the integrity, confidentiality or availability of Secured Data. A Data Incident includes all incidences of confirmed disclosure of Secured Data to an unauthorized party. Customer shall indemnify Keefe against any claim, action, suit, demand, damage, liability, loss or judgment, including reasonable attorney's fees and costs, which arise out of, relate to or result from Customer's negligent, intentional or willful acts or omissions, except to the extent such claims, actions, suits, demands, damages, liabilities, losses or judgments are due to the negligent or unlawful conduct, or the willful misconduct of Keefe. Each party agrees to provide the other party with reasonable and timely notice of any claim, action, suit, demand, damage, liability, loss or judgment made or brought against the other party arising out of or relating to the Agreement and for which the notifying party is seeking indemnification hereunder. The indemnifying party shall have the right to defend any such claim at its sole cost and expense. Each party will promptly advise the other party of any proposed agreement to compromise or settle any claims and the other party will have ten (10) days to respond to such proposal. These indemnities and remedies shall survive the expiration or other termination of the Agreement.

19. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NEITHER PARTY SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED OR EXEMPLARY DAMAGES (INCLUDING LOST PROFIT OR BUSINESS INTERRUPTION EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY) ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT OR OUT OF ANY OF THE PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT. The preceding

language does not limit or preclude Customer from making a claim against insurance coverage Keefe has in place.

20. **RELATIONSHIP OF THE PARTIES.** Each Party is an independent contractor and is not an employee, employer, agent, partner, joint venture or joint employer of or with the other Party. Nothing in this Agreement shall be construed to give either Party: (a) the power to direct or control the day-to-day activities of the other, (b) the power to create or assume any obligation on behalf of the other, or (c) the power to bind the other in any manner whatsoever.

21. **CONSENT.** Where the consent of either party is required, it shall not be unreasonably withheld or delayed.

22. **CONFIDENTIALITY.** “Confidential Information” includes any non-public, confidential or proprietary information furnished by a Party (the “Disclosing Party”) to the other Party (the “Receiving Party”) including, but not limited to, information relating to the Disclosing Party’s business, product designs, product plans, data, software and technology, financial information, marketing plans, business opportunities, pricing information, menus, discounts, inventions and know-how. Confidential Information does not include any information that (i) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party in violation of this Agreement, (ii) was in the Receiving Party’s possession prior to the disclosure of the Confidential Information pursuant to this Agreement without an obligation of confidentiality, (iii) becomes available to the Receiving Party on a non-confidential basis from a third party, provided that the Receiving Party did not know, or have reason to believe, after reasonable investigation, that such source was subject to an obligation not to disclose such information, or (iv) is required to be disclosed by any applicable law or regulation or by order of any governing body or court of competent jurisdiction; provided, however, the Receiving Party must promptly notify the Disclosing Party of the demand for such disclosure so that the Disclosing Party may, in its sole discretion, seek a protective order or take such other appropriate steps to resist or narrow the scope of the disclosure sought by such request. If a protective order or other remedy is not obtained, the Receiving Party may make such disclosure without liability under this Agreement, provided that the Receiving Party furnish only that portion of the Confidential Information which is legally required to be disclosed. Notwithstanding the foregoing, disclosure under Michigan’s Freedom of Information Act, MCL 15.231 *et seq.*, is allowed in conformity with a valid request to Kent County under this act.

23. **EXCLUSIVITY.** Customer hereby agrees that Keefe has the exclusive right to provide the Commissary Services for Customer.

24. **NOTICES.** All notices to be given under this Agreement shall be in writing and served either personally, by deposit with an overnight courier with charges prepaid, or by deposit in the US mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the addresses stated on the signature page, or at any other address as designated by one party upon notice to the other party. All such notices shall be deemed to have been given (a) upon the first business day following personal delivery, (b) one business day after deposit with an overnight courier, or (c) three business days after deposit in the US mail.

25. **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION.** The Parties warrant and represent that they shall comply with all federal, state and local laws as required, including but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Act of 1974, as amended. The Parties hereby incorporate the requirements of 41 C.F.R. 60-1.4(a)(7), 60-250.5 and 60-741.5, if applicable.

26. **MISCELLANEOUS.** This Agreement may be executed in two or more counterparts, and each such counterpart and any copies thereof shall be deemed an original. The headings in this Agreement are intended solely for convenience and shall not affect the rights of the Parties under the Agreement. In the event any provision(s) of this Agreement is in conflict with any law, statutory provision or otherwise, such term(s) shall be deemed stricken from this Agreement, but any such invalidity or unenforceability shall not invalidate any of the other terms of this Agreement, and the Agreement shall continue in full force and effect. This Agreement will apply to, be binding on, and inure to the benefit of the successors and permitted assigns of the Parties.

27. **AUTHORITY.** The undersigned representative of each Party warrants that he/she has the full authority to execute this Agreement and bind the Party on whose behalf he/she is executing the Agreement.

26. **GOVERNMENTAL IMMUNITY.** Customer does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Agreement.

27. **INSURANCE:** Keefe shall, at its own expense, maintain insurance throughout the term of this Agreement as follows:

- 1) **Commercial General Liability insurance,** with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, covering bodily injury, property damage, products and completed operations, contractual liability and personal and advertising injury.
- 2) **Auto Liability insurance,** with limits not less than \$1,000,000 combined single limit for bodily injury and property damage, including coverage for any owned, hired or non-owned vehicles.
- 3) **Workers' Compensation insurance,** as required by statute in each jurisdiction in which this Agreement will be performed.
- 4) **Professional Liability (including, Technology Errors and Omissions, Cyber and Media Liability),** with limits not less than \$2,000,000 per occurrence and \$2,000,000 aggregate, covering errors and omissions arising from performance of this Agreement.

All policies noted above shall be written with carriers maintaining an A.M. Best's rating of A-VII or better and authorized to do business in the jurisdiction in which this Agreement will be performed. Except for Professional Liability, all policies shall be written on an occurrence basis. Contractor shall provide Customer with a Certificate of Insurance upon execution of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the year and date written below.

**County of Kent**

By: *Calvin Brinks*  
Name: Calvin Brinks  
Title: Purchasing Manager  
Date: 7/20/2021  
Address for Notice:  
300 Monroe Ave NW, Grand Rapids, MI 49503

With a copy to:  
Kent County Sheriff's Office  
701 Ball Avenue NE, Grand Rapids, MI 49503

**Keefe Commissary Network, LLC**

By:   
Name: John Puricelli  
Title: Executive Vice President  
Date: 7/20/21  
Address for Notice:  
10880 Lin Page Place, St. Louis, MO 63132

With a copy to:  
General Counsel, TKC Holdings, Inc.  
1260 Andes Blvd., St. Louis MO 63132

**Exhibit A**  
**Hardware / Software Featured**

**Keefe will replace and support the following devices to the most current model available:**

Description	Qty
PC & Accessories – Commissary Staff	2
Edge Inmate Kiosk with Win 10 & Accessories	40
Inducomp - Ultra Power Injector for POE Kiosks (works with either R8 model)	40
24-Port Managed Switch - UniFI US-24 (no POE), incl 2xSFP fiber ports	4
48-Port Managed Switch - UniFI US-48 (no POE), incl 2x1GB SFP, 2X10GB fiber ports	1
Fiber SFP Module - UniFi to UniFi 1G, Multi-Mode (UF-MM-1G) 2-Pack	5
Intake Kiosks	2
AMS Sensit 39 Bottle Food 5-wide Vending Machine (w/Lexan)	1
AMS Sensit 39 Ambient Snack 5-wide Vending Machine (w/Lexan)	5
Direct Vend – Ordering Dashboard (InHand)	6
Scantron – Commissary Staff	1
Lobby Kiosk w/ driver's license/card reader & web power switch	3
Secure Release Wand Readers (current model deployed)	
KCN Trust and Commissary Cloud Software	

**Deployment for 3<sup>rd</sup> party devices to allow inmate accessibility to commissary ordering software.**

**Parties will agree to amend contract if any additional hardware/software items are added and/or removed.**

**The DELL computer hardware is provided, maintained, and warranted at no additional cost for the life of the commissary agreement.**

**Exhibit B**  
**Noncommissioned Items**

Stamped envelopes

Postage stamps

Indigent Kits

Admission Kits

On-site, special commissary item sales sold by Customer

Refunded items

Tablet Time

**Exhibit C**  
**Payment Services**

1. **Services.** Keefe will provide cash handling services and payment processing services for payments made through kiosks, walk-in retailers, online websites and/or mobile sites, call centers or applications operated by Keefe or such other methods ("**Transactions**") for crediting account balances held by Customer on behalf of the recipients of funds (the "**Services**"). Keefe provides the Services in its capacity as a licensed money services business. Keefe represents and warrants to Customer that Keefe is duly licensed to provide the Services and will do so in compliance with applicable laws and regulations.
2. **Authorization.** Customer authorizes Keefe to act on its behalf in handling cash and to submit Transactions initiated by individuals through the Services to the credit card networks or otherwise for authorization, processing and settlement to Customer for the benefit of designated recipients.
3. **Responsibilities of Keefe.**
  - a. Keefe will receive payments from the public, directed to recipients by way of the Services.
  - b. Keefe will transfer payment files to Customer on a daily basis. Keefe will deliver payments to Customer by the second business day following (but not including) the day of the transaction by means of an electronic funds transfer ("**EFT**") to Customer's designated bank account; provided, however, Keefe, in its sole discretion, reserves the right to delay its acceptance of any transaction that Keefe determines to be suspicious and warrants further investigation. Customer acknowledges and agrees that Keefe may reject, terminate or cancel any proposed transaction should Keefe determine the transaction is being made for an improper or illegal purpose.
  - c. Keefe will provide Customer with daily payment information by way of the Keefe Customer interface.
  - d. Keefe will be responsible for responding to and resolving inquiries and complaints from senders of funds arising out of Keefe's failure to timely transmit any payment to Customer.
  - e. Keefe will provide sufficient promotional material to be posted by Customer.
  - f. Keefe, upon receipt of written notice from Customer, shall place limitations on transactions. The limitations will be implemented by Keefe as soon as is reasonably practicable.
  - g. Keefe may contract with a third-party service provider to remove cash from kiosks, to replace receipt paper and to assume responsibility for the funds until deposited into the designated bank account.
4. **Responsibilities of Customer.**
  - a. Customer will provide Keefe with the required bank account information for transmission of an EFT. Customer agrees to notify Keefe, in writing, giving fourteen (14) days' notice, of any changes to the bank account information.
  - b. Customer will, upon receipt of written documentation of overpayment, promptly, but in no event more than ten (10) business days, refund any overpayment made by Keefe, for any reason. This is to include, but not be limited to, duplicate payments, payments refunded to customers by Keefe and any incorrect payments. At Keefe's sole option and in lieu of the foregoing, Keefe may offset any such overpayments from future payment amounts transmitted by Keefe to Customer and notify Customer of any such offset.
  - c. Upon implementation of the Services, Customer agrees that it will not accept payments so long as Keefe's kiosks, online and/or phone systems are fully operational. Customer may collect payments for debts on inmate accounts if that is the sole purpose of the payment.
  - d. Customer will promptly report receipt of each payment to the designated account or recipient in accordance with the Customer's policy.
  - e. Customer agrees that it shall, to the full extent allowed by law, assume all liability, responsibility and risk of loss associated with its breach of any of the terms or conditions within this Exhibit C and/or its negligence in the performance of its duties hereunder.

- f. Keefe will provide all labor necessary for and will guarantee the workmanship of the installation of a lobby kiosk including, but not limited to, material handling within the facility and all costs associated with the networking, internet connectivity and electrical enhancements required to install a kiosk at the Customer's location.
  - g. Customer agrees that Keefe may determine, in its sole discretion, to suspend, terminate or place restrictions on one or more individual's ability to use the Services as required under State and Federal licensed money transmitter laws.
- 5. Rates.** The Services shall be provided at no cost to Customer. Keefe shall charge persons initiating a Transaction a service fee in accordance with its rate schedule located in Attachment A in which the Customer acknowledges may be amended by Keefe in its sole discretion from time to time. Provided, however, Keefe's amended service fee shall not exceed five percent (5%) of the service fee then in effect each fiscal year.
- 6. Exclusivity.** Keefe has the exclusive right to provide the Services for the Customer and the exclusive right to collect and receive money handling fees associated with the Services which fees will belong to Keefe.
- 7. Termination.** The Services may be immediately terminated by either Party, in its sole discretion, in the event a Party has not cured a breach of the terms or conditions contained in this Exhibit C within thirty (30) days of written notice of such purported breach from the non-terminating Party. The Services may be terminated by Customer with ninety (90) days written notice. Termination of the Services does not affect either Party's rights or obligations as to any transaction submitted for processing prior to termination.
- 8. Refunds/Chargebacks.**
- a. The Parties acknowledge that once Keefe accepts a transaction submitted to the applicable payment network or otherwise for processing, Keefe cannot cancel or change the transaction. Except to the extent required by applicable law, payments processed by Keefe are non-refundable to the individual by Keefe. Individuals may have additional refund or chargeback rights under their cardholder agreement with the card issuer or applicable law.
  - b. In the case of chargebacks or returned funds, Keefe will be responsible for pursuing the chargeback through the card association's dispute resolution processes, if appropriate in Keefe's sole discretion. Upon written request from Keefe, Customer agrees to provide requested information needed to pursue the chargeback.
  - c. If an individual requests a refund, Keefe will not be responsible for making those funds available if they have been already settled to a designated account by Keefe or are beyond Keefe's control.
  - d. If Customer and sender of funds issue inconsistent instructions or requests to Keefe, Customer's instructions will control and Customer will reimburse, defend, indemnify and hold Keefe harmless from any and all losses, costs and expenses (including reasonable attorneys' fees) as a result of complying with Customer's instructions.
- 9. Damages Cap; No Other Warranty.** OTHER THAN KEEFE'S OBLIGATION FOR ANY FUNDS RECEIVED FROM INDIVIDUALS, IN NO EVENT SHALL KEEFE'S AGGREGATE LIABILITY IN TOTAL FOR ALL CLAIMS ARISING FROM OR RELATING TO THE SERVICES PROVIDED FOR IN THIS EXHIBIT C, EXCEED THE AMOUNT OF SERVICE FEES PAID TO KEEFE FOR THE TRANSACTIONS RELATING TO THE CLAIM. THE FOREGOING LIMITATION APPLIES REGARDLESS OF THE NATURE OF THE CLAIM OR THE FORM OF THE ACTION EMPLOYED, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. THE SERVICES ARE PROVIDED "AS IS." EXCEPT AS EXPRESSLY STATED IN THIS EXHIBIT C, NEITHER PARTY MAKES, AND EACH PARTY EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES FOR THE SERVICES, EXPRESS OR IMPLIED,

INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR COURSE OF PERFORMANCE.

## Attachment A – Kiosk Service Fee Schedule

Deposit Fee Structure		
Deposit Type	Deposit Range	Fee
Kiosk - Cash Fee	\$0.01 - \$1,500.00	\$4.00
Kiosk - Credit Fee	\$0.01 - \$19.99	\$4.95
Kiosk - Credit Fee	\$20.00 - \$99.99	\$7.95
Kiosk - Credit Fee	\$100.00 - \$199.99	\$9.95
Kiosk - Credit Fee	\$200.00 - \$300.00	\$11.95
Kiosk - Credit Fee	\$300.01 - \$400.00	\$13.95
Kiosk - Credit Fee	\$400.01 - \$500.00	\$15.95
Web - Credit Fee	\$0.01 - \$19.99	\$4.95
Web - Credit Fee	\$20.00 - \$99.99	\$7.95
Web - Credit Fee	\$100.00 - \$199.99	\$9.95
Web - Credit Fee	\$200.00 - \$300.00	\$11.95
Phone - Credit Fee	\$0.01 - \$19.99	\$6.95
Phone - Credit Fee	\$20.00 - \$99.99	\$9.95
Phone - Credit Fee	\$100.00 - \$199.99	\$11.95
Phone - Credit Fee	\$200.00 - \$300.00	\$13.95

**Exhibit D**  
**Secure Release Prepaid Debit Card Release**

- 1. Release Services.** Keefe shall provide technical support and coordination for the following Secure Release inmate trust fund release services (“Release Services”) for processing inmate trust fund balances to Customer inmates at time of release from the Customer:

*Prepaid Debit Cards* (“Cards”): described as, a debit card which may be used for ATM withdraws and/or pin-based and signature purchases after inmate activation. The Cards will be issued by and the funds will be held by Cache Valley Bank in Logan, Utah. All transactions are processed by a third-party processor - Rapid Financial Solutions.

\* Additional Release Services may be made available to the Customer throughout the term of this Agreement and shall become part of this Agreement with the Customer’s acceptance. No Release Services shall be implemented without Customer approval. Another card brand, issuing bank or program manager may be substituted during the term of this Agreement at Keefe’s discretion and shall not constitute an “Additional Release Service.” The Customer will be notified in advance in writing of any such change.

- 2. Maintenance of Designated Account.** Customer agrees to maintain an account at the following bank (“Designated Account”) from which funds will be withdrawn by Keefe and sent to Cache Valley Bank, which issues the Cards:

Bank Name: \_\_\_\_\_  
Bank Address: \_\_\_\_\_  
Routing Number: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Bank Contact Name and Title: \_\_\_\_\_  
Bank Contact Phone Number: \_\_\_\_\_

- 3. Authorization to Withdraw Funds from Designated Account.** Customer hereby authorizes Keefe to withdraw funds from the Designated Account without signature or notice to affect all deductions and other transactions due Keefe provided for in this Agreement. Keefe shall notify Customer if at any time there are insufficient funds in the Designated Account to cover any amount that is due and owing to Keefe. Customer shall promptly pay such amount to Keefe. Keefe will withdraw funds from the Designated Account every business day to cover the funds necessary to issue the Cards.

This authorization is to remain in full force and effect until Keefe has received written notification from Customer of its termination in such time and in such manner as to afford Keefe and the bank named above reasonable opportunity to act on it. Customer shall give Keefe no less than three banking business days’ notice if the Designated Account is to be changed so as to allow enough time for Keefe to make the necessary system modifications.

- 4. Responsibilities of the Customer.** All responsibilities of the Customer are outlined in the “Security Requirements for the Storage of Prepaid Cards”, which are attached hereto and incorporated herein by reference. Keefe reserves the right to modify the “Security Requirements for the Storage of Prepaid Cards”; provided, however, Keefe shall notify the Customer of any such change in advance in writing.
- 5. Representation and Warranty of Customer.** Customer represents and warrants that it is lawful in its respective jurisdiction of Kent County, Michigan, to provide the Release Services as detailed in this Agreement, including, but not limited to, charging the inmates a fee for the Release Services.

6. **Fees and Charges.** Keefe shall charge a fee for its role in setting up the bank account with the bank issuing the Cards and for coordinating third party processing services. "Coordination Fees" are in accordance with the fee structure located in the document entitled "Inmate Release Card Program Fees", which is attached hereto and incorporated herein by reference. All fees shall be assessed to the card holder/inmate.
7. **Taxes.** Each party shall be responsible for calculating, collecting and remitting their own Federal, state and/or local taxes, associated with the Release Services.  
**\*Taxes should not be levied on the issuance of a Card unless Customer's laws dictate such.**
8. **Equipment.** Upon expiration or termination of this Agreement, Customer agrees that all equipment and materials remain the property of Keefe and upon expiration or termination of this Agreement Keefe agrees to promptly remove all equipment and materials from the above mentioned Customer. Customer shall be responsible for any unusual wear and tear, lost or stolen equipment as well as any lost, stolen or improperly funded Cards during the term of this Agreement as per the "Security Requirements for the Storage of Prepaid Cards".
9. **Exclusivity.** Customer acknowledges that Keefe has the sole and exclusive right and authority to provide the Release Services for all inmate accounts under the Customer's control and Customer shall not, throughout the term of the Agreement, engage the services of any other company to provide such Release Services.
10. **Fiduciary Responsibility.** Customer agrees that it shall, to the full extent allowed by law, assume all liability for any Customer related job functions that lead to discrepancies/deficiencies associated with any funding, Card loss, improper storage, etc. expressly attributed to the loading, inventorying and distribution of the Cards to the Customer inmates.

## **Security Requirements for the Storage of Prepaid Cards**

The security requirements in this document are based on policies and guidelines developed by the Payment Networks and industry best practices. These requirements must be implemented at all locations that store and distribute instant-issue card products.

### Card Ordering

Card orders will be shipped to the designated locations by Rapid or its assignees by bonded and approved carrier. Card orders must be signed for upon arrival. All cards must be placed at the time of receipt into inventory in a secured storage area. An employee designated by management should be appointed to ensure the physical and procedural security policies are implemented.

### Card Inventory

Physical security of the cards in inventory must be maintained at all times. Cards must be stored in a controlled environment, such as a safe or locked storage device, with access limited to employees who have successfully passed background screening checks.

An inventory log must account for the number of cards received, cards used, cards spoiled (cards that cannot be used due to damage, tampering or expiration) and remaining cards that should balance to the number of cards on hand at any time. An explanation of spoilage should be included on the log. Any inventory discrepancy must be reported to Rapid as soon as detected.

### Card Destruction

Rapid may request return of unused cards in inventory for destruction for any of the reasons listed below.

1. Cards are compromised or tampered with;
2. Card stock expired;
3. Cards are damaged or defective;
4. Program is terminated.

Cards to be returned should be securely packaged. A copy of the inventory log should be included in the shipment. A second copy of the inventory log should be transmitted to Rapid electronically.

Alternatively, the location may destroy any defective or damaged card and certify its destruction by maintaining a detailed inventory log, and destroying the cards using a cross cut shredder that creates pieces no larger than ¼ " by ½" in size. A certified report of destruction outlined in Attachment A, attached hereto and incorporated herein by this reference must be submitted to Rapid on a monthly cycle even if no cards were destroyed in that period.

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# Inmate Release Card Program Fees

## Cardholder Fees Associated with the Inmate Release Program

	Charge
<b>Card Activation Fee</b>	FREE
<b>Support Calls Fee</b>	FREE
<b>PIN Change Fee</b>	FREE
<b>Point of Sale (POS) Transactions (PIN &amp; Signature)</b>	FREE
<b>Cash Back Option with POS purchase</b>	FREE
<b>POS Declines</b>	FREE
<b>Card to Bank ACH Transfer****</b>	FREE
<b>Cash Out at any Principal MasterCard Member Institution</b>	FREE
<b>Monthly Maintenance Fee*</b>	\$3.95
<b>ATM Account Inquiry Fee</b>	\$1.50
<b>Inactivity Fee**</b>	\$3.95
<b>Domestic ATM Fees***</b>	\$2.95
<b>ATM Decline for Non-Sufficient Funds Fee</b>	\$2.95
<b>International ATM Fees***</b>	\$3.95
<b>ATM Decline International Fee</b>	\$3.95
<b>Replacement of lost or stolen card</b>	\$0.00
<b>Account Closure Fee/Request for Balance by Check</b>	FREE

\* After 15 days of the card being validated (used for a transaction) the card starts incurring a monthly maintenance fee to cover the cost of the FDIC insured account. Once the card has been validated the inactivity fees no longer apply. Both fees will never be charged together.

\*\* If after 100 days the card has not been validated (used for a transaction) the card will be charged an inactivity fee of \$3.95 per month. Until the card has been validated (used for a transaction).

\*\*\*Fees may also be imposed by the local ATM provider in addition to card fees. For a listing of surcharge-free ATM's, visit <http://www.moneypass.com/>.

\*\*\*\*Returned or rejected ACH transfers for invalid banking information are subject to a \$9.95 returned processing fee.

\*\*\*\*\*Cardholder fees are subject to change. Thirty (30) day prior written notice of a change in fees will be given. The changes will be posted on the Card website at [www.accessfreedomcard.com](http://www.accessfreedomcard.com). You will be deemed to have proper notice thirty days (30) after the amendments are posted.

Customer Service / Servicio Al Clientes:  
Toll Free from U.S.A. – (888) 609-0008  
[www.accessfreedomcard.com](http://www.accessfreedomcard.com)

## **Exhibit E**

### **Support Services Incident Handling – Service Level Agreement**

To better serve our customers, the Support Services Management Team has instituted a Service Level Agreement approach to Service Desk incident handling. The goal of this approach is an improved line of communication with our customers and to provide superior customer service in meeting their expectations.

All incidents logged will be categorized using the following levels:

#### **Level 1 – Urgent**

- PLEASE NOTE: A phone call to the Support Services department is generally the quickest way to reach someone and explain the severity of the problem you are reporting. Since urgent tickets generally impact operations of the agency, we prefer a phone call so that we can confirm the severity with you and give you a ticket number immediately. See contact info below for more information.
- Any issue compromising or preventing a facility from performing daily job functions related to commissary and/or inmate banking. Urgent issues are top priority and assigned out accordingly. The assigned Analyst will be responsible for replying to the customer within an hour of receiving the case and will work until the urgent issue has been resolved. Any follow up items stemming from the urgent issue will be handled as standard priority through resolution. Urgent issues include, but are not limited to the following services where the service is unavailable without a workaround:
  - o Sending/Ordering/Processing Commissary orders
  - o Sending/Ordering/Processing Trinity Take Out (TTO) orders
  - o Deposit Services – anything preventing deposit transactions from being applied onto the resident financial account for all residents of a facility
  - o Lobby Kiosks – hardware issues preventing family/friends from depositing funds onto the resident financial account
  - o Inmate phone time availability
  - o Direct Link Trust – anything preventing resident outbound calls
  - o Inmate Booking
  - o Inmate Release
  - o Facility server/hardware offline, database failure
  - o Creation of new resident accounts and/or updating existing resident accounts via manual entry or an integration.

#### **Level 2 – Escalated**

- Any issue not immediately compromising or preventing facility from performing daily job functions related to commissary and/or inmate banking. Escalated issues are second level priority, behind active urgent cases. The assigned Analyst will be responsible for replying to the customer within two hours of receiving the case and will work through the escalated issue with the customer until resolution. Escalated issues could include, but are not limited to:
  - o Billing issues related to commissary sales/refunds
  - o Non-critical resident account related issues
  - o Bank reconciliation/check/deposit issues not immediately affecting business

#### **Level 3 – Standard**

- Any longer-term issue that does not immediately compromise daily job functions. Standard issues are third level priority, behind both active urgent and escalated cases, and may have potential resolution of 5 days or longer. The assigned Analyst will be responsible for replying to the customer within four hours of receiving the case and will work with the customer through resolution.
- The Analyst is also responsible for keeping the customer updated on progress as needed. Standard issues could include, but are not limited to:
  - o Bank reconciliations and/or general journal reconciliations not immediately affecting daily functions
  - o Report creations/modifications

Priority Assignment: In the event you are not satisfied with the assigned priority level or have not received a response to your inquiry within the anticipated response timeframes, please send an email to Support Services escalation at [escalations@keefegroup.com](mailto:escalations@keefegroup.com) to let us know the urgency of the issue. The Support Services Management Team will escalate the ticket as required. An updated response will be sent to notify you that we have acknowledged and addressed the change request. If further clarification is needed, a representative from the Management Team will call the requestor.

Contact Information: There are two ways to contact the Support Services Department:

- 1) [KCNHelpdesk@keefegroup.com](mailto:KCNHelpdesk@keefegroup.com)
  - a. The Support Services email is actively monitored Monday through Friday, 8am – 5pm CST
- 2) 1-800-864-5986
  - a. The toll-free phone number is available 24 / 7
  - b. During business hours, Analysts are available to assist customers Monday through Friday, 6am – 7pm CST.
  - c. On weekends, and outside of above-mentioned business hours, on-call Analysts are available to assist customers. Customers will call the toll-free number and be asked to leave a voicemail. An on-call Analyst will call the customer back within 30 minutes of them leaving a voicemail.

Escalation Path: If you are unable to reach the Analyst assigned to your case, you are not contacted in the defined timeframes, or feel that you need to escalate the situation, please send an email to Support Services escalation at [escalations@keefegroup.com](mailto:escalations@keefegroup.com). A member from the Management Team will be in contact with you immediately. Or, you may call our toll-free number 1-800-864-5986 and ask to speak with a manager.

For your reference, the following is a list of the Support Services Managers:

Tier 1 Support –

- . Shohn Lorenz ([slorenz@keefegroup.com](mailto:slorenz@keefegroup.com)) - IT Manager for the Tier 1 support team
  - . Tier 1 team handles all incoming incidents for Keefe and Trinity phones and email submissions.

Tier 2 Support -

- . Ryan Lurk ([rlurk@keefegroup.com](mailto:rlurk@keefegroup.com)) - IT Manager for the Hardware/Infrastructure support team
  - . Servers, client workstations, printers, scanners, vending machines, inmate edge kiosks, network/communication, etc.
- . Rob Sanders ([rsanders@keefegroup.com](mailto:rsanders@keefegroup.com)) - IT Manager for the Inmate Enablement support team
  - . Deposit services, email, release, media
- . Justin Perry ([juperry@keefegroup.com](mailto:juperry@keefegroup.com)) - IT Manager for the Commissary/Integration support team
  - . Processing orders/refunds, various interfaces, inmate edge kiosk software, TEX, etc.
- . Christina Stuckey ([christina.stuckey@trinityservicesgroup.com](mailto:christina.stuckey@trinityservicesgroup.com)) – IT Manager for the Cobra Banker/Canteen Manager support team
  - . Software, hardware, inmate POD kiosks, various integrations, etc.
- . Hannah Wickers ([hwickers@keefegroup.com](mailto:hwickers@keefegroup.com)) - Financial Services Manager for the Customer Accounting support team
  - . Daily workflows, cash drawers, balancing, bank reconciliations, etc.

Senior Management -

- . Dan Delmore - Senior IT Manager for the Support Services Management Team  
[. ddelmore@keefegroup.com](mailto:ddelmore@keefegroup.com)
- . Tricia Boucher - IT Director for the Support Services Management Team  
[. tboucher@keefegroup.com](mailto:tboucher@keefegroup.com)

Keefe software/hardware is designed to be operational for both County personnel and inmate usage 24/7/365 or as directed by the customer. Technology is expected to remain functional 99% of the time except for scheduled service outages which occur on weekends generally between the hours of 10:00 P.M. CST – 3:00 A.M. CST. Any planned outages will be distributed in advance via email to the designated contacts of the Customer and may impact one or multiple services that Keefe has deployed at the customer location. For unplanned outages such as software or hardware, any notification to Keefe technical services via the KCN Helpdesk SLA will result in a service ticket being opened and assigned to a KCN technician to assist with the outage. If in the event of an escalation, Customer or Keefe Account Management would follow the escalation path as listed in the KCN Helpdesk SLA.

For Hardware related outages, KCN Helpdesk technician will assign a 3<sup>rd</sup> party technician to report onsite with the necessary replacement hardware upon an agreeable date/time with the designated Customer contact or originator of the request.

For Software related outages, KCN Helpdesk technician will connect with the designated Customer contact or originator of the request to assist with the issue until resolution.