

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF CORRECTIONS  
6900 ATMORE DRIVE  
RICHMOND, VA 23225**

**CONTRACT MODIFICATION**

Date: July 1, 2021

Contract Number: DOC-17-009

Modification Number: 008

Issued By: Department of Corrections  
Procurement and Risk Management  
6900 Atmore Drive  
Richmond, VA 23225

Contractor: Keefe Commissary Network, LLC

Commodity: Commissary Operation and Care Package Program

This Contract Modification is entered into pursuant to Section II, Paragraph K and Section III, Paragraph D of the Contract and effective immediately.

Description of Modification:

1. **Delete** the words "Memorandum of Understanding" from page 1 and 2 of the Contract.
2. Reference Section III, **add** the following clause to the Contract:

**DD. SECURITY COMPLIANCE:** In the event of any unauthorized access or theft of the Contractors data, the Contractor shall immediately notify the DOC Contract Administrator up to and no later than 12 hours after, any Breach of Unencrypted and Unredacted Personal Information, as those terms are defined in Virginia Code §18.2-186.6, and other personal identifying information, such as insurance data or date of birth, provided by the Commonwealth to Contractor. The Contractor shall provide the DOC with the following information: (1) nature of the security, (2) exposure level for VADOC consumers, and (3) isolation, containment, and mitigation steps. During the notifications, the Contractor shall provide the Commonwealth, including VITA, the opportunity to participate in the investigation of the Breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law.

Contractor shall indemnify, defend, and hold the Commonwealth, VITA, their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from the Commonwealth, VITA, their officers, directors, agents or employees, on account of the failure of Contractor to perform its obligations pursuant this Section.

Protection of Consumer Data: The Contractor shall utilize current industry best practices to ensure any PII (Personally Identifiable Information), Personal Credit Information, Payment Card Industry data is protected, encrypted and secured using current industry best practices and the Privacy Policy on the site clearly lists, provided this information.

Controls List / Affirmation/ Confirmation - Upon any changes and at least on an annual basis, provide the Contract Administrator the information around the controls to ensure consumer data is protected.

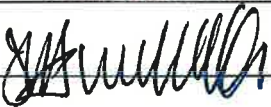
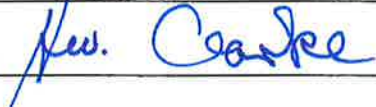
3. Reference Section 12 of Addendum 2 to the Contract, **delete** Vendors' questions and DOC's responses from the Contract.
4. Reference Section 2 of Addendum 3 to the Contract, **delete** Vendors' questions and DOC's responses from the Contract.
5. Reference Lines 2(b) and 2(c) in the list of Contract Documents on page 1 of the Contract, which reference Sections VI and Section VII respectively of the Request for Proposal dated March 9, 2017, and **delete** from the Contract as the General and Special Terms and Conditions are already included in the Contract.
6. Reference Attachments M, N-1, N-2, and N-3 of the Contract, and **delete** from the Contract.
7. Reference Line 2(e) of the list of Contract Documents on page 1 of the Contract, **delete** and **replace** with the following:
  - e. Attachments A through L and Attachments O through T-2, except Attachment H.
8. Reference Section I.A.6 of the Contract and **add** the following after I.A.6.c:
  - d. The DOC will complete a Food Establishment Inspection Form (Attachment U) each time it conducts an inspection and supply Contractor with a copy of the form.
9. The following provisions are added to and made a part of the Contract:
  - a. Prior to assignment to the DOC, the Contractor will ensure that each of its employees and agents who will provide services to the DOC completes an

Authority for Release of Information (“Release”) form, which is provided as Attachment D to this Contract. Contractor will provide each completed Release to the DOC in advance of the associated employee’s or agent’s start date at any DOC institution. The Contractor will not allow any employee or agent to provide services to the DOC prior to receiving confirmation from the DOC of the individual having successfully passed the background check.

- b. Prior to assignment to the DOC, the Contractor will ensure that each of its employees and agents who will provide services to the DOC completes an Authorization for On-going License/Background Check(s), which is provided as Attachment E to this Contract. The Contractor will provide each completed Authorization to the DOC in advance of the associated employee’s or agent’s start date at any DOC institution.
  - c. Prior to assigning an employee or agent to provide services at a DOC institution, the Contractor will ensure that the employee or agent complete the training required pursuant to Attachment Q to this Contract, “Phase I Training.”
  - d. The Contractor will ensure that on no less than an annual basis, each Contractor employee and agent providing services at a DOC institution will complete the training curriculum set forth in Attachment R to this Contract, “Phase II Training Basic Correctional Officer/Non-Security Institutional Training.”
  - e. Attachment S-1 (services shall be provided in accordance with this procedure)
  - f. In any instance in which the Contractor provides counsel or suspends an employee or a DOC offender who is providing services at a DOC institution, the Contractor will complete and promptly deliver to the DOC an Offender Work Program Job Counseling/Suspension and Termination form, which is provided as Attachment S-2 to the Contract.
  - g. The Contractor will, and will ensure that its employees and agents, comply with all requirements and fulfill all obligations set forth in Attachment T-1 to this Contract, “Reporting Serious or Unusual Incidents” at all times while performing services at any DOC institution.
  - h. If, at any time, an employee or agent of the Contractor observes (a) a situation or event that jeopardizes the life, health, or safety of another Contractor employee or agent, a DOC employee or agent, or a volunteer, visitor, or offender; (b) damage to state property; or (c) a situation that has the potential of subjecting the DOC to public comment, the Contractor will ensure that an incident report is completed and provided to the DOC in accordance with Attachment T-2 to this Contract, “Report of Incident Review.”
10. If the Contractor fails to replace damaged goods or resolve errors made in quantity or missing items within 2 business days after being notified, as referenced in Section I.A.1.i, the Contractor will issue the inmate a credit in the amount of \$100 per incident.
11. If the Contractor fails to notify the Contract Administrator within 2 business days of a scheduled delivery change or delay, the Contractor will issue a credit of \$100 per inmate affected.

12. The Contractor shall complete all individual orders at a 98% fill rate. If the Contractor fails to meet the 98% fill requirement per individual order, the Contractor will issue a credit of \$50 for each partial order filled.
13. Reference Section I.E.1, Offender Labor, the DOC will waive all penalties if the Department is unable to provide the Contractor with the agreed upon offender labor.
14. **Remove** Attachment S-1, Offender Work Programs (revised February 1, 2017) and **replace** with attachment S-1, Offender Work Programs (revised July 1, 2020).
15. **Remove** Attachment T-1, Reporting Serious or Unusual Incidents (revised March 1, 2017) and **replace** with revised attachment T-1, Reporting Serious Incident (revised July 1, 2018).
16. **Remove** Attachment T-2, Report of Incident Review (revised November 19, 2014) and **replace** with revised attachment T-2, Report of Incident Review (revised September 11, 2019).
17. Whereas the Commonwealth desires to renew the performance period of the contract; now, therefore, it is agreed that the contract performance period shall be renewed from August 1, 2021, through April 30, 2022.

Except as provided herein, all terms and conditions of Contract #DOC-17-009, dated May 1, 2018 and Modifications 001 - 007, as heretofore changed, remain unchanged and in full force and effect.

CONTRACTOR:	PURCHASING AGENCY:
BY: 	BY: 
PRINTED NAME: John Puricelli	PRINTED NAME: Harold W. Clarke
TITLE: Executive Vice President	TITLE: Director
DATE: 7/8/21	DATE: 7-16-21

*Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.e in General Terms and Condition C. Such a request shall be in writing and explain why an exception shall be made in that invitation to bid or request for proposal.*