

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT Dane County Sheriff's Office	CONTRACT/ADDENDUM #: <u>12207</u>																											
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; text-align: center;">Contract</td> <td style="width: 40%; text-align: center;">If Addendum, please include original contract number</td> <td style="width: 30%; text-align: center;">Addendum</td> </tr> <tr> <td style="text-align: center;">↓</td> <td></td> <td style="text-align: center;">↓</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;">POS</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Co Lesse</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Co Lessor</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Intergovernmental</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Purchase of Property</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Property Sale</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Other:</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Contract	If Addendum, please include original contract number	Addendum	↓		↓	<input checked="" type="checkbox"/>	POS	<input type="checkbox"/>	<input type="checkbox"/>	Co Lesse	<input type="checkbox"/>	<input type="checkbox"/>	Co Lessor	<input type="checkbox"/>	<input type="checkbox"/>	Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/>	Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/>	Property Sale	<input type="checkbox"/>	<input type="checkbox"/>	Other:	<input type="checkbox"/>
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<input type="checkbox"/>	Property Sale	<input type="checkbox"/>																										
<input type="checkbox"/>	Other:	<input type="checkbox"/>																										
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
3. Term of Contract or Addendum: From: <u>12/9/2014</u> To: <u>12/8/2019</u>																												
4. Amount of Contract or Addendum -- \$2,373,184																												
5. Purpose: Contract to provide telephone service to inmates in the Dane County Jail System.																												
6. Vendor or Funding Source: Inmate Calling Solutions, LLC.																												
7. MUNIS Vendor Code: 4181 3496																												
8. Bid/RFP Number: 109088 114058																												
9. If grant: Funds Positions? <input type="checkbox"/> YES, <input checked="" type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
11. Account No. & Amount, Org. & Obj. <u>SHRFSEC 83091</u> Amount \$ <u>2,373,184</u> Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____																												
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>2014 RES-313 in Committee</u>																												
13. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
14. Director's Approval																												

CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
Received	_____	<u>12-4-14</u>	_____
Controller	_____	_____	<u>12/4/14</u>
Corporation Counsel	_____	<u>12-4-14</u>	_____
Risk Management	_____	<u>12/4/14</u>	<u>12/4/14</u>
ADA Coordinator	_____	<u>12/4/14</u>	<u>12/4/14</u>
Purchasing Agent	_____	<u>12/4/14</u>	<u>12/4/14</u>
_____ County Executive	_____	_____	_____

VENDOR

Vendor Name & Address	
Inmate Calling Solutions, LLC. 2200 Danbury Street San Antonio, TX 78217	
Contact Person	
Jan Roth	
Phone No.	
314-264-2979	
E-mail Address	
icsolutions.com	

Footnotes:


1. _____
2. _____

Return To: Name/Title: <u>LILLIAN RADIVOJEVICH</u> Dept.: <u>SHERIFF'S OFFICE - ADMINISTRATION</u>
Phone: <u>608.284.4801</u> Mail Address: <u>PSB, 115 w. DOTY STREET, MADISON, WI, 53703</u>
E-mail: <u>RADIVOJEVICH@DANESHERIFF.COM</u>

CERTIFICATION

The attached contract: *(Check as many as apply)*

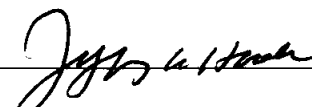
- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 12-2-14 Signed: 
 Telephone Number: (608) 284-6167 Print Name: JEFF HOOK, CHIEF DEPUTY

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

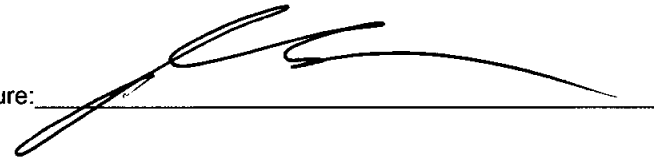
1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 12-2-14 Signature: 

2. **Director of Administration** Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

3. **Corporation Counsel** Contract is in the best interest of the County.
Comments:

Date: 12-4-14 Signature: 

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

DANE COUNTY SHERIFF'S OFFICE

Administrative Services Division
Interoffice Memorandum



DATE: December 3, 2014

TO: Joseph Parisi, County Executive

FROM: Jeff Hook, Chief Deputy JCH

REF: Contract -- 2015 Inmate Calling Solutions LLC.

DESCRIPTION: Request approval of a contract for Inmate Calling Solutions, LLC., d/b/a ICSolutions to provide telephone service to inmates in the Dane County Jail System.

AMOUNT: \$447,000 for 2015 -- \$2,373,184 over 5-years

VENDOR/SOURCE: Inmate Calling Solutions, LLC.

ACCOUNT NUMBER: SHRSEC 83091 Phone System Administration

COUNTY OF DANE
Purchase of Services Agreement

Number of Pages, including schedules: 14 pages

Agreement No. 12207

Expiration Date: December 8, 2019

Authority: 2014 RES-313

Department: Sheriff's Office

Maximum Cost: none. County will receive an administrative fee

Registered Agent: _____

Address: _____

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Inmate Calling Solutions, LLC., d/b/a ICSolutions (hereafter, "PROVIDER or ICSolutions"),

WITNESSETH:

WHEREAS COUNTY, whose address is 115 W. Doty St. , Madison, Wisconsin, 53703, desires to purchase services from PROVIDER for the purpose of providing telephone service to inmates in the Dane County Jail System; and

WHEREAS PROVIDER, whose address is 2200 Danbury St., San Antonio, TX 78217, is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

- I. **TERM.** The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.
- II. **SERVICES.**
 - A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.
 - B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement,

PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

III. **ASSIGNMENT/TRANSFER:** PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. **TERMINATION.**

- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.

B. The following shall constitute grounds for immediate termination:

1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
3. failure of PROVIDER to comply with reporting requirements contained herein.
4. inability of PROVIDER to perform the work provided for herein.

C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

V. **PAYMENT.** COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully

incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

- VI. **REPORTS.** PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said Schedule C shall result in the penalties set forth herein.
- VII. **DELIVERY OF NOTICE.** Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.
- VIII. **INSURANCE.**

- A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERS and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

Commercial/Business Automobile Liability.

PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for

Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Environmental Impairment (Pollution) Liability

PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

Workers' Compensation.

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

- C. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

- IX. **NO WAIVER BY PAYMENT OR ACCEPTANCE.** In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.
- X. **NON-DISCRIMINATION.** During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.
- XI. **CIVIL RIGHTS COMPLIANCE.**
- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in

conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.

- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. LIVING WAGE.

- A. PROVIDER agrees to pay all workers employed by PROVIDER in the performance of this Agreement, whether on a full-time or part-time basis, the prevailing living wage as defined in section 25.015(1)(f), Dane County Ordinances. PROVIDER agrees to make available for COUNTY inspection PROVIDER's payroll records relating to employees providing services on or under this Agreement or subcontract.
- B. If any payroll records of PROVIDER contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with the provisions of section 25.015 of the Dane County Code of Ordinances, COUNTY may withhold payments on the Agreement, terminate, cancel or suspend the Agreement in whole or in part, or, after a due process hearing, deny PROVIDER the right to participate in bidding on future county contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.
- C. PROVIDER agrees to submit to COUNTY a certification as required in section 25.015(7) of the Dane County Code of Ordinances.
- D. PROVIDER agrees to display COUNTY's current living wage poster in a prominent place where it can be easily seen and read by persons employed by PROVIDER.
- E. PROVIDER shall ensure that any subcontractors comply with the provisions of this section.
- F. The following are exemptions from the requirements of this section:
 - 1. When the Maximum Cost of the Agreement is less than \$5,000;
 - 2. When the provider is a school district, a municipality, or other unit of government;
 - 3. When the County is purchasing residential services at an established per bed rate;
 - 4. When employees are persons with disabilities working in employment programs and the provider holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
 - 5. When an individual receives compensation for providing services to a family member;
 - 6. When employees are student interns;
 - 7. When the provider meets any other criteria for exemption outlined in section 25.015(1)(d) of the Dane County Code of Ordinances; and

8. Where the contract is funded or co-funded by a government agency requiring a different living wage, the higher wage requirement shall prevail.

XIII. DOMESTIC PARTNER EQUAL BENEFITS. The PROVIDER agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. The PROVIDER agrees to make available for County inspection the PROVIDER's payroll records relating to employees providing services on or under this contract or subcontract. If any payroll records of a PROVIDER contain any false, misleading or fraudulent information, or if a PROVIDER fails to comply with the provisions of s. 25.016, D. C. Ords., the contract compliance officer may withhold payments on the contract; terminate, cancel or suspend the contract in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found.

XIV. COMPLIANCE WITH FAIR LABOR STANDARDS.

- A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.
- B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).
- C. Notice Requirement. PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XV. MISCELLANEOUS.

- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- C. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be


construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

- D. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

Date Signed: 12/4/14



BRENDAN PHILBIN – Vice President of Business
Development

Date Signed: _____

FOR COUNTY:

Date Signed: _____

JOSEPH PARISI, County Executive

Date Signed: _____

SCOTT MCDONELL, County Clerk

* [print name and title, below signature line of any person signing this document]

rev. 04/13

Schedule A

Pursuant to paragraph #1 of the attached agreement, PROVIDER shall provide the following services to Dane County, at no cost to the County:

- A. PROVIDER will leave in place existing complete state of the art and fully operational inmate phone system consisting of 168 fixed detention grade Inmate telephones, 64 correction grade visitation handsets, and four TDD/TTY devices. PROVIDER will perform a maintenance review of all existing telephone, handset and TDD/TTY components and will replace any deficient components to the satisfaction of the County within 30 days of contract execution date. PROVIDER will provide County with a list of all components installed and indicate repairs made.
- B. PROVIDER will provide and install 28 new, state of the art, fully operational, detention grade VizVox^(R) video visitation units within 90 days of contract execution. During the term of the contract PROVIDER will provide up to 17 additional VizVox^(R) units to be installed within 90 days of request by COUNTY.
- C. PROVIDER will perform a maintenance review of the existing 10 VizVox^(R) video visitation components and replace any deficient components to the satisfaction of the County within 30 days of contract execution date. PROVIDER will provide County with a list of all components installed and indicate repairs made.
- D. The video visitation system will include the capability to allow visitation within designated areas in the jail as well as the capability to allow remote video visitation.
- E. PROVIDER will provide incoming call messaging from the Public Defender's Office to inmates at no cost. PROVIDER shall also provide capability for access to free calls and video visitation for the purpose of legal representation from the Public Defender's Office for the duration of the contract.
- F. Public Defenders and other professional partners who require private access to inmates will be able to do so through remote video visitation without being monitored or recorded at no cost to the Public Defender, other professional partners or the County.
- G. With the exception of the units designated in Schedule A, E., all telephones, handsets and video visitation units will each have the capability to be monitored and recorded.
- H. All phone and video visitation components, software, and hardware will be state of the art and maintained and replaced as necessary for the duration of the contract. All system components shall be continuously monitored and maintained to industry standards and the satisfaction of the County. All required service to be coordinated through the appropriate Sheriff's Office representative at no cost to the County.
- I. PROVIDER will replace with current software and all new hardware components of the six (6) computer work stations in their current locations within 60 days of contract execution.
- J. The Inmate Phone and Video Visitation System will continue to have the capability to receive information from the existing Records Managements System (Spillman Technologies) and from the anticipated 2015 Spillman upgrade, using an interface that is compatible with GJXDM (Global Justice XML Data Model) and the new NIEM (National Information Exchange Model) standards for data exchanges. Provider will be required to modify their interface to be compatible with new table and field names in the new

upgraded Spillman 6.3 jail module. The anticipated date the County will go live with the new jail module is October 2015. Provider will coordinate with Spillman to accommodate this interface by October 2015 at no charge to the County.

- K. PROVIDER will provide at least a five working day written notice to the Captain of Security Services when making scheduled network configuration changes. Notice of non-scheduled network configuration changes will be provided to the Captain of Security Services as soon as the PROVIDER is made aware of the nonscheduled change.
- L. PROVIDER will provide funding for any necessary maintenance within 5 days of being notified of a problem or software upgrades within 30 days of release for Audio Lab Solution's Forensic Audio Analysis .
- M. PROVIDER will provide funding to purchase and maintain Intelligent Devices' SES4 Speech Extraction software. Funding for related training will be included in software costs.
- N. PROVIDER will provide funding for the continuation of an indigent inmate telephone card program in the amount \$25,000 per year for the duration of the contract. COUNTY will request and receive cards directly. Cards will be logged by COUNTY and then passed on to the PROVIDER's onsite administrator for distribution. The PROVIDER's onsite administrator must keep a log of each card, the date of distribution and the name of the inmate to whom the card was distributed.
- O. PROVIDER will provide annual funding for the Appris VINE (automated victim notification) system as required by the RFP for the duration of the contract PROVIDER pays Appris for Vine Services directly on an annual basis. PROVIDER must provide COUNTY with proof of payment by December 1 of each year. Payments are sent to; 10401 Linn Station Road, Suite 200, Louisville, KY. The payment schedule is as follows:
- | | |
|-------------------------|------------------------------------|
| 10/13/2014 - 10/12/2015 | \$41,797.92 |
| 10/13/2015 - 10/12/2016 | \$41,797.92 |
| 10/13/2016 - 10/12/2017 | \$41,797.92 |
| 10/13/2017 - 10/12/2018 | \$44,305.80 (6% increase assessed) |
| 10/13/2018 - 10/12/2019 | \$44,305.80 |
- P. PROVIDER agrees all software and hardware will be installed and be fully operational per manufacturer's specifications for said equipment within 60 days of contract execution and shall include PROVIDER's Enforcer Inmate Telephone System including Investigator Pro Voice Biometrics capable of continuous voice verification for the duration of a call.
- Q. Upon notice of the County PROVIDER will work with current Commissary vendor to integrate and interface with the PROVIDER phone system to provide over the phone commissary ordering and payment at no cost to the County. If the County would change commissary vendors, PROVIDER agrees to also integrate with any new commissary program during the terms of this agreement.
- R. PROVIDER will install eight new sets of two-way phone handsets in the PSB first floor receiving areas to allow privilege communications between inmates and professional service providers within 90 days of contract execution.

- S. PROVIDER will provide on-line storage of all existing and future inmate call recordings for the duration of the contract if requested by the County.
- T. PROVIDER will provide on-line storage of all existing and future inmate video recordings for six months from time of recording.
- U. Software upgrades will be installed for the duration of the contract at no cost to the County as they become available for any and all software used by or at the County for provision of this contract or which is purchased for the County under the terms of this contract.
- V. PROVIDER will provide 24/7 maintenance support for all systems. Any repairs are completed at no cost to the County. PROVIDER will respond to all service calls or requests for service within 4 hours of notification and contact a Security Services supervisor within 24 hours of receiving a call for service verifying the status of the repair or to ensure the system is working properly.
- W. PROVIDER will continue to utilize John Kosobucki as an On-Site Administrator 24 hours per week to provide overall system management of the inmate phone and video visitation systems and to serve as liaison between PROVIDER and Dane County and fulfill duties per the RFP. The Administrator will have current training and knowledge of all systems operations. The Administrator will have the ability to provide training to appropriate County personnel on all system operations. If there is a change to the On-Site Administrator the County will have the opportunity to participate in the selection and approval of a new Administrator.
- X. Any concerns or issues the County may have with the performance and or duties of the On-Site Administrator will be addressed between the Security Services Captain or their designee and appropriate PROVIDER personnel. County reserves the right to request a change of on-site administrator if performance issues persist that cannot be resolved to the satisfaction of the County.
- Y. Phone and video visitation systems shall include features and requirements detailed in the associated RFP. (114058)

Schedule B – Phone and Video Visitation Administration

- A. The County shall receive no commission from phone and video visitation service revenue. PROVIDER will be assessed an administrative fee of \$447,000.00 the first year of the contract as a cost for administering the inmate phone and video visitation system. The fee will increase 3% per year for the duration of the contract.

12/09/2014 – 12/08/2015	\$447,000.00
12/09/2015 – 12/08/2016	\$460,410.00
12/09/2016 – 12/08/2017	\$474,222.30
12/09/2017 – 12/08/2018	\$488,448.97
12/09/2018 – 12/08/2019	\$503,102.44

Administration Fee	Annual Fee	Monthly Fee
Contract Year-1	\$ 447,000	\$ 37,250
Contract Year-2	\$ 460,410	\$ 38,368
Contract Year-3	\$ 474,222	\$ 39,519
Contract Year-4	\$ 488,449	\$ 40,704
Contract Year-5	\$ 503,102	\$ 41,925

The administration fee is paid to the county one twelfth (1/12) of the annual administrative fee by the 20th day of the following month subject to increase(s). Payments are sent to; Dane County Huber Bookkeeper, Public Safety Building, 115 West Doty Street, Madison, WI 53703

- B. PROVIDER will install all necessary components, provide maintenance for all components, and monitor warranty provisions, on all software and hardware for the duration of the contract. PROVIDER assumes responsibility for all associated costs.
- C. PROVIDER will provide training on all facets and operation of the phone and video visitation systems and any auxiliary services. The training will include all inmate functions, system administration functions, report generation and use, recording and monitoring, vendor support procedures, and any other operational functions related to system operations. PROVIDER assumes responsibility for all associated costs.
- D. PROVIDER will complete a system performance test to confirm the systems operate in accordance with manufacturer's specifications. If the system fails to meet performance standards after 60 calendar days the County may, at no cost to the County, elect to request removal of installed equipment, demand PROVIDER to replace components causing the failure, or demand PROVIDER remove the installed system and reinstall/restore the previous system.
- E. The terms of this agreement shall be effective on December 9, 2014 and shall run for five (5) consecutive years from that date.

Schedule C- Reports

- A. PROVIDER shall provide a monthly Call Detail Report, which shall include, but is not limited to: total/true gross billable revenue, (i.e. local, long distance, calling card, etc) Additional management reports must document: call/visitation origination, destination and duration; billing dates; call type (i.e. local, long distance, calling card etc) minute usage. Individual reports will be made available by PROVIDER to Dane County documenting: local, long distance, and calling cards. Dane County may request further call detail usage reports at any time.
- B. During and after the term of this agreement PROVIDER shall recognize and protect the confidentiality of all data and shall not disclose any information to any party, other than the County, except by written consent of the County.
- C. Upon termination or expiration of the contract agreement, it is understood that all completed or partially completed data, records, computations, survey information, and all other material PROVIDER has collected or prepared in carrying out the contract shall be provided to and become the exclusive property of the County unless or until such time as any of the above materials become public domain. County will have 90 days from termination date of the contract to determine what data/records the PROVIDER will be required to provide to the County.

Schedule D-Call Rates

All rates will remain fixed for the duration of the contract.

The following rates will apply:

Collect calls/Prepaid Collect:

Call Type	Per Call Surcharge (Firm Fixed Price)	Rate per minute (Firm fixed Price)
Local	\$0.0	\$0.21
Intralata	\$0.0	\$0.21
Intrastate	\$0.0	\$0.21
Interstate	\$0.0	\$0.21

Debit/Debit Cards:

Call Type	Per Call Surcharge (Firm Fixed Price)	Usage Fee per minute
Local	\$0.0	\$0.21
Intralata	\$0.0	\$0.21
Intrastate	\$0.0	\$0.21
Interstate	\$0.0	\$0.21
International	\$0.0	\$0.50

Video Visitation	Number of Visits	Cost of Surcharge	Minutes	Minimum number of minutes if required	Cost of Minutes	Total Cost
Remote	1	\$0.0	15		\$0.30	\$4.50
Remote	1	\$0.0	30		\$0.30	\$9.00
Remote	1	N/A		30	N/A	N/A