



Inmate Telephone Service Agreement

Yakima County Detention Center  
Amendment # 2 – International Collect Availability

Pursuant to the terms and conditions of the Inmate Telephone Services Agreement and Amendment # 1 (both documents are attached and incorporated herein by this reference) between FSH Communications and Yakima County, the parties hereby agree to add the following: specific clauses of the Agreement as set forth below.

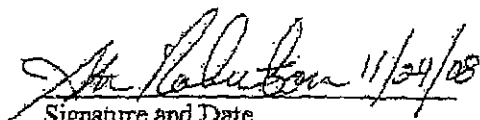
- 1. **INTERNATIONAL COLLECT AVAILABILITY.** FSH is making International Collect calling to Mexico available to Yakima County at no cost to the County. Should the Yakima County Department of Corrections allow inmates access to this service, Yakima County will receive fifty percent (50%) commission on the revenue FSH receives (currently \$1.60 per completed call) from the underlying telecommunications carrier utilized by FSH for this service. Implementation of this service is at the option of Yakima County.

All other terms and conditions of the Agreement remain in force and effect for the term of the Agreement.

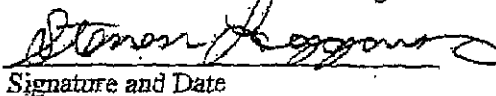
The parties' signatures below indicate their agreement and acceptance of this Amendment # 2.

For Yakima County:

For FSH Communications:

 11/24/08

Mr. Steven Loggans  
Vice President & General Manager



Signature and Date  
Steve Robertson  
Director  
Yakima County Department of Corrections

Signature and Date

## AGREEMENT

This Agreement is entered into this 18<sup>th</sup> day of October, 2011, (Effective Date) by and between Yakima County, WA ("COUNTY"), and Praeses, LLC, ("CONTRACTOR").

COUNTY has requested CONTRACTOR to provide certain inmate telephone consulting, management, market intelligence, and reconciliation services, as hereinafter described, and CONTRACTOR is willing to provide such services under the terms and conditions set forth below:

### I. SCOPE OF SERVICES

CONTRACTOR shall provide the services described in the attached Exhibit A.

### II. COMPENSATION AND REPORTING

COUNTY shall pay CONTRACTOR a monthly management fee of 11.21% of the total monies and benefits (signing bonuses, technology grants, etc.) paid by Inmate Telecommunication Service Providers ("ITSP") to COUNTY.

COUNTY shall pay CONTRACTOR a rate of 33 1/3% of all historical reconciliation compensation paid to COUNTY. If no historical reconciliation compensation is collected because COUNTY elects not to use reasonable business means to pursue identified historical reconciliation compensation, then COUNTY will pay CONTRACTOR a rate of 15% of the identified historical reconciliation compensation. Reasonable business means is defined as a good faith effort. Historical reconciliation compensation is defined as specific anomalies in revenue or commissions due COUNTY but not initially reported or paid by an ITSP prior to the effective date of this Agreement, which results in compensation due the COUNTY. Contractor will report its findings within 18 months of the execution of this Agreement.

CONTRACTOR will provide monthly revenue reporting to COUNTY in a format approved by COUNTY. CONTRACTOR will modify or revise the reporting formats as requested by COUNTY and mutually agreed upon. The management fee described above will be deducted monthly from the payment remitted by CONTRACTOR to COUNTY along with the monthly reports. CONTRACTOR will remit to COUNTY on a mutually agreed-upon date following the receipt month of commissions and traffic reports from ITSP.

### III. GUARANTEE

If after eighteen (18) months from the delivery of the initial monthly revenue report, CONTRACTOR has not increased the net return from inmate telephones, after CONTRACTOR's fees are deducted, to an amount that is greater than the net return from inmate telephones received by COUNTY for the eighteen (18) months prior to the Effective Date of this Agreement, CONTRACTOR will refund the difference to COUNTY, allowing COUNTY's net return from inmate telephones to equal the eighteen months prior to the Effective Date of this Agreement. If there has been a material change in Average Daily Population ("ADP") in the prior eighteen months (18), CONTRACTOR will be measured on per inmate revenue. For this refund to be granted, COUNTY must notify Praeses of the difference in the net return within forty-five (45) days of the delivery of the eighteenth monthly remittance due under this Agreement and request the refund. The refund shall not exceed what CONTRACTOR has retained in fees.

This Guarantee is void if COUNTY (1) enters into any agreement with an ITSP for calling rate or commission reductions; or (2) chooses not to implement revenue enhancing ideas presented by CONTRACTOR that does not bear monetary cost to the COUNTY. The Guarantee is also void if this Agreement is terminated, for any reason, prior to the end of the 18 month period.

### IV. TERM

This Agreement shall commence on the Effective Date and expire three (3) years from the delivery of the initial monthly revenue report to COUNTY and will automatically renew for consecutive two (2) year terms at the original terms and conditions unless either party provides notice of termination to the other via certified mail, return receipt requested, no less than sixty (60) days prior to the expiration date of this Agreement or any subsequent renewal term(s).

**V. TERMINATION**

Notwithstanding any provisions in this Agreement to the contrary, COUNTY shall provide written notice to CONTRACTOR of any alleged breach of this Agreement and CONTRACTOR shall have thirty (30) days from the date of the receipt of such written notice to cure same.

Either party may terminate this Agreement without cause upon ninety (90) days written notice to the other party. Notice shall be deemed served on the date of receipt of the notice.

**VI. MISCELLANEOUS TERMS**

This Agreement, together with any attachment(s) or addendum(s), represents the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understandings relating thereto. The provisions of this Agreement may not be modified, amended, or waived except by a written instrument duly executed by both parties. The failure of either party at any time to require performance of any provision hereof shall in no manner affect the right at a later date to enforce the same. No waiver by either party of any provision of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of such provision, or of any other provision contained in this Agreement.

COUNTY and CONTRACTOR shall indemnify and defend each other against any loss, cost, damage, reasonable expense (including reasonable attorney's fees) or liability of any kind paid pursuant to a judgment of court of competent jurisdiction or third-party settlement for damages to property, personal injuries or deaths, arising directly or indirectly, from the performance of this Agreement, except where such loss, cost, damage, expense or liability is due to the sole gross negligence of either party, their agents or employees. CONTRACTOR is not responsible for vandalism, holes in walls or other modification to COUNTY'S premises. Notwithstanding any provisions in this Agreement to the contrary, neither party shall be liable to the other party for consequential, special or punitive damages. Notwithstanding the foregoing, in no event shall CONTRACTOR's liability exceed the management fees actually received under this Agreement during the previous three (3) months.

In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**VII. NOTICE**

Any notice, demand, request, consent, or approval that either party hereto is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY:

Name  
Department name  
Department Address

TO CONTRACTOR:

Praeses, LLC  
Attn:  
330 Marshall Street, Suite 800  
Shreveport, LA 71101  
lynn.boudreaux@praeses.com  
CC: Lynn Boudreaux (at same address)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year shown below.

COUNTY

PRAESES, LLC

By [Signature] (name)  
Director (Title)

By [Signature] (name)  
FRANK MATHIER, CEO

Date: 10/11/11

Date: \_\_\_\_\_

## INSURANCE

During the term of the contract, the contractor shall maintain in force, at its expense, insurance as noted below. There shall be no cancellation, material change, reduction in limits or intent not to renew the insurance coverage(s) without 30 days written notice from the contractor or its insurer(s) to the participating agencies.

Workers Compensation insurance in compliance with RCW 51.12.020, which requires subject employer's to provide workers' compensation coverage for all their subject workers. Employers Liability insurance (or Stop Gap) for not less than \$1,000,000 each accident or disease.

The Contractor's Mutually Negotiated Waiver of Employer's Immunity under Title 51 RCW agrees, intends and promises that its duty to defend, indemnify, and hold harmless Yakima County, its officers, employees, agents, volunteers, and insurers under this Agreement shall be fully effective regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, based upon mutual negotiation between the Contractor and Yakima County, Contractor hereby expressly waives its immunity from tort liability under Title 51 RCW, but only to the extent such legal rights under this Agreement or other applicable law are to be fully defended, indemnified, and held harmless by Contractor from claims or suits by Contractor's workers or employees, or any assignee of or anyone subrogated to any of their rights or their interests for injuries or losses experienced by Contractor's workers or employees, caused by the acts or omissions of Contractor or by the acts or omissions of anyone directly or indirectly employed by or under contract with Contractor, or anyone for whose acts Contractor might be liable absent the provisions to Title 51 RCW.

The Contractor certifies that it has liability insurance with coverage in the sum of \$1,000,000. The Contractor shall provide to the County proof of insurance and the certificate with endorsement will be attached to the contract. The coverage provided to Yakima County, its officers, employees, agents, volunteers, and insurers as Additional Insureds shall be primary and not contributory to any other insurance that may be available to such Additional Insureds.

## INDEPENDENT CONTRACTOR

The parties agree that, for the purposes of this agreement, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of the County. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Yakima County provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.

## NONDISCRIMINATION

The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.

## LAWS, VENUE, JURISDICTION

This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in the Superior Court for the State of Washington in Yakima County, Washington.

This agreement is entered into on the 18<sup>th</sup> day of October, 2011.

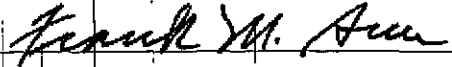
BOARD OF YAKIMA COUNTY:  
COMMISSIONERS


CONTRACTOR:

  
\_\_\_\_\_  
Kevin J. Bouchey, Chairman

Praeses, LLC

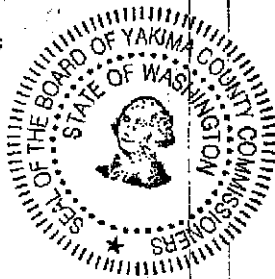
  
\_\_\_\_\_  
J. Rand Elliott, County Commissioner

By:   
\_\_\_\_\_  
Signature


  
\_\_\_\_\_  
Michael D. Leita, County Commissioner

FRANK M. AMER, CEO  
\_\_\_\_\_  
Printed Name and Title

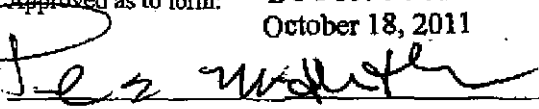
*Constituting the Board of County Commissioners  
For Yakima County, Washington*



Attest:

  
\_\_\_\_\_  
Tiera Girard  
Clerk of the Board  
**Mandy Burkett**  
Deputy Clerk of the Board

Approved as to form: **BOCC590-2011**  
**October 18, 2011**

  
\_\_\_\_\_  
Deputy Prosecuting Attorney

**EXHIBIT A  
SCOPE OF SERVICES**

**CONTRACTOR shall provide the following services:**

**I. MANAGEMENT**

Day-to-Day Management Services

CONTRACTOR will provide COUNTY with a single point of contact (National Account Manager) for all inmate communications issues. This individual will work directly with each COUNTY facility to manage and coordinate day to day issues, including, but not limited to:

End-user requests/ issues

- Repair/service issues
- Coordination of on-site technicians
- System upgrades/maintenance
- Investigative reports
- Blocked numbers
- Coordination of new installation of equipment/ features
- Maintenance of inventory (phones, rate plans, commission structures, equipment)
- Verification of "free" phone numbers
- Telephone removals and relocations
- Vendor issues
- Reporting and commissions

Vendor Compliance Services

- Work with ITSP and COUNTY to facilitate optimal inmate telephone customer service from the ITSP
- Work with ITSP and COUNTY to validate ITSP is contractually compliant with its service offerings
- Work with ITSP to facilitate timely responses to open requests

**II. CONSULTING AND MARKET INTELLIGENCE**

CONTRACTOR will conduct in-depth requirements gathering and site surveys to understand COUNTY's unique needs and requirements affecting its inmate communications environment. CONTRACTOR will consult with COUNTY to:

- Advise COUNTY of new technologies, regulations and industry trends
- Consult through any Request for Proposal ("RFP") process or contract renewal process which will include, at COUNTY'S sole option, RFP creation, Vendor RFP response summaries, contract negotiations and Vendor/equipment transitions

**III. RECONCILIATION**

The reconciliation services to be provided by CONTRACTOR include:

- Evaluate the accuracy of calling rates, revenues and commissions
- Work at the discretion of COUNTY to collect any earned but unpaid monies
- Utilize proprietary methods to detect errors and identify trends and anomalies
- Work at the discretion of the COUNTY to conduct a historical reconciliation in which CONTRACTOR will reconcile all records for the life of the current contract to validate that COUNTY has been paid what it earned from its inmate telephone contract

**COUNTY's responsibilities:**

I. COUNTY shall promptly execute the Letter of Agency (Exhibit B) designating CONTRACTOR as its authorized Agent with respect to all matters regarding the provisioning of the Inmate Telephone System ("ITS") described herein.

II. COUNTY shall provide CONTRACTOR, to the extent possible, with COUNTY records to assist CONTRACTOR in providing the Scope of Services. Such information will include but not be limited to:

- Number of inmate telephones at each COUNTY facility;
- Average Daily Population and number of beds at each COUNTY facility;
- Numbers of phones located in COUNTY Facilities and used by inmates;
- Copies of current Vendor contracts and any amendments;
- Information about the ITSP at each COUNTY facility including company name and contact person;
- Revenue and commission data for each inmate telephone at each COUNTY facility for the 18 month period prior to CONTRACTOR's management;
- Any other information pertinent to CONTRACTOR's management of the ITS.

III. COUNTY shall provide CONTRACTOR reasonable access to COUNTY facilities during normal business hours for the purposes of inspecting, evaluating and monitoring the ITS quality. COUNTY shall also provide authorization for remote access (approved user level) from ITSP.

IV. COUNTY shall assist CONTRACTOR with obtaining data from ITSP if and/or when ITSP declines to give the requested data to CONTRACTOR.

**Yakima County Dept. of Corrections**

**Policies and Procedures**

|                |  |
|----------------|--|
| Chapter:       | <b>6 Operations</b>                    |
| Title:         | <b>Phone Calls, Intake and Special</b> |
| Number:        | <b>6.58</b>                            |
| Date Approved: | <b>04/09/09</b>                        |

**I. Policy:**

- A. Prisoners being booked into the Yakima County Department of Corrections have the right to make at least two local or long distance phone calls at the time of intake at the expense of the department. Prisoners being booked in shall be so informed by staff.
- B. Phone calls made or phone calls refused at the time of intake shall be appropriately logged in the YCDOC jail management software.
- C. Corporals and sergeants may allow prisoners to make additional or special phone calls such as legal or emergency calls at department expense. All such phone calls shall be appropriately logged in the YCDOC jail management software.

**II. Authority/Background:**

- A. Yakima County Jail Standard 11.03 *Telephone Calls Allowed at Booking.*

**III. Definitions: None**

**IV. Link To: None**

**V. Forms/Attachments: None**

**VI. Procedure**

- A. Staff shall log phone calls in the following manner:
  - 1. Date each call was offered or made.
  - 2. Time each call was offered or made.
  - 3. The specific numbers called, including area code.
  - 4. Description of what occurred:
    - a) "Completed"
    - b) "Incomplete"
    - c) "Refused both calls" or "Refused 2<sup>nd</sup> call"
    - d) "Completed, special call (personal or legal) per (name of sergeant or corporal)"
    - e) Name of staff member facilitating the calls.

**Adopted this date by the Director/Deputy Director:**

*4/10/09*

Effective Date



by Director or Deputy Director

000033