# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**AgendaTitle:**
Consent 09 - Addendum; Trinity Services Group, Inc.; Pay My Jailer Program

**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:** **Term Ends:** **Grant Contract #:**

**Summary:**
Please see the attached documents provided by Sheriff Besecker.

**Fiscal Impact:**

**Submitted by:** Katherine Haase for Rick Besecker **Submitter's Email Address:** khaase@gunnisoncounty.org

**Finance Review:** (●) Required ( ) Not Required

Comments:

This seems to be an added service "Pay My Jailer" billing process and no fees are paid by the County. Fees are collected from former inmates. I wasn't able to find the original agreement with Trinity, but see no issues with this addendum for obligating the County financially.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 3/7/2015

**County Attorney Review:** (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 3/9/2015 Certificate of Insurance Required

Yes ( ) No (●)

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 3/11/2015

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 3/17/2015 Follow Up Agenda Date:

*Revised April 2013*

# Addendum

THIS ADDENDUM TO CONTRACT is made and entered into this _____ day of _____, 20_____, by and between Trinity Services Group, Inc., whose address is 477 Commerce Boulevard, Oldsmar, FL 34677 ("Trinity"), and _____ whose address is _____ ("Client").

**WHEREAS,** Trinity and the Client have previously entered into a contractual arrangement by a contract dated _____, 20_____, wherein Trinity provides certain services to the Client; and

**WHEREAS,** Trinity has identified a business, Advent Financial Services, LLC, ("Advent") which provides a method of collecting amounts due from individuals released from correctional confinement, and

**WHEREAS,** Trinity and Advent have a business relationship wherein Trinity is authorized to subcontract Advent's services to Clients as a supplemental service to the service already being provided by Trinity; and

**WHEREAS,** the Client desires to avail itself of the supplemental services provided by Advent as a subcontractor for Trinity.

**NOW, THEREFORE,** and for the same consideration of the mutual benefits to be received by the parties to this Addendum, the parties agree to amend such contract as follows:

1. Trinity will provide an additional service under its existing contract with the Client referred to above which service is known as and referred to herein as the "Pay My Jailer" program.

2. The Pay My Jailer program is described in Exhibit A attached hereto and made a part of this Addendum.

3. There will be no fee charged to or paid by the Client for participation in the "Pay My Jailer" program. All fees for the services provided by Advent will be paid by former detainees who were released with an account balance due and owing to the Client. The Advent fee schedule of fees charged to former detainees for the "Pay My Jailer" program is set forth in Exhibit B attached hereto and made a part of this Addendum. The Client agrees to add the Advent fee to the amount owed by the former detainee.

4. Recoveries received from former detainees for amounts owed to the Client under the "Pay My Jailer" program will be paid by Advent to the Client by Wednesday of each week for recoveries received during the preceding calendar week.

5. Trinity will provide, through an Advent representative, training or assistance to the Client as needed to establish and maintain the "Pay My Jailer" program.

6. Client acknowledges and agrees that Advent owns all rights to the name "PayMyJailer" and that this Addendum shall not create any rights in Client related to the name.

7. Advent represents and warrants that it is not a "debt collector" as defined by the Fair Debt collection Practices Act (FDCPA).

8. Trinity will indemnify and hold the Client and its authorized representatives harmless from and against any and all loss liability or expense which may result from the acts, omissions, or negligence by Advent in the course of Advent performing its services under this Addendum.

9. The Addendum is effective as of _____, 20____ and is otherwise subject to all the terms and conditions of the contract between the parties referred to above.

| | |
|---|---|
| Trinity Services Group, Inc. | [ CLIENT]: |
| By: _____ | By: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

# Exhibit A

## The PayMyJailer Program

1. When a detainee is released from the Client's facility with an unpaid balance of fees due to the Client for booking, boarding, medical fees, and other similar charges, the Client will provide Advent with the detainee's information described below and Advent will bill the former detainee. The required detainee information consists of the detainee's complete name, last known address or best address available, the detainee's inmate ID or booking number, release date and a detailed statement of the amount owed. This information is generally available through the Client JMS or its Financial System/Commissary. If available, Advent prefers that this information be sent in an Excel or CSV format.

2. Advent will print, stuff and a mail a preapproved letter on behalf of the Client notifying the former detainee of his or her outstanding fees and charges owed to the Client. Advent will offer the former detainee multiple payment channels, including periodic payment plans, to pay his or her outstanding balance due and owing the Client.

3. When Advent receives payment from a former detainee, Advent will retain its fee paid by the former detainee, and the remaining balance of the payment will be sent to the Client via check or ACH. The Client will receive a lump sum payment once a week for the recoveries received during the preceding week accompanied with a disbursement report showing who and when paid, the amount paid, and any remaining balance due.

4. Advent will bill each former detainee in a prompt and diligent manner. Advent will pay all recovered sums due to the Client and shall indemnify and hold the Client harmless of and from any loss, claims, damages or expense, including attorney's fees, incurred by the Client arising from or related to the acts or omissions of Advent, its agents, servants or employees.

5. Advent is responsible for the deployment of any software and instruction related to the PayMyJailer service to the Client and the training of all appropriate personnel on the proper use of the software and service.

6. Advent will provide a receipts and disbursements report listing all payments recovered will be furnished to the Client on a weekly basis. The disbursement report will account for all recovered items during the previous week. This weekly report will not account for items in which former detainees enroll into payment plans. Such remittances and reports will be accounted for and furnished on a quarterly basis.

7. Client will assess a fee to the former detainee equal to Advent's administrative fee as shown on Exhibit B. The flat rate administrative fee will be paid by the former detainee.

8. When an account is assigned to Advent, the Client agrees not to enter into any payment arrangement or settlement regarding such account without written consent from Advent unless the former detainee re-enters the facility by reason of his or her re-arrest, and the Client recovers funds from the former detainee. In such event, the Client is not responsible for recovering Advent's administrative fee. In the event a former detainee voluntarily re-enters the Client to settle his or her outstanding balance and funds are recovered, the Client is responsible

for recovering Advent's fee if that account had already been assigned to Advent. In the alternative, the client can instruct the former detainee to make payment via one of the convenient payment channels provided by Advent.

# EXHIBIT B

## PAY MY JAILER PROGRAM
## FEE SCHEDULE

1. For former detainees who pay the amount owed to the Client in a single lump sum payment, the Pay My Jailer service fee is Twenty Five ($25.00) dollars.

2. For former detainees who establish an installment plan in order to pay the amount owed to the Client, the Pay My Jailer service fee is a one time set up fee of Fifteen ($15.00) dollars plus a per-payment fee of Five ($5.00) dollars per installment payment.

ALL FEES ARE PAID BY THE FORMER DETAINEE AND THE CLIENT PAYS NO FEES TO PARTICIPATE IN THE PAY MY JAILER PROGRAM.