

**Agreement for Secure Release™ Prepaid Debit Card Release**

**THIS AGREEMENT FOR DISTRIBUTION OF PREPAID DEBIT CARDS** ("Agreement") is entered into as of the 25 day of March, 2016 ("Effective Date") by and between Keefe Commissary Network, L.L.C. d/b/a Access Corrections ("KCN"), located at 10880 Linpage Place, St. Louis Missouri 63132 and Jackson County Detention Center ("Client"), located at 1300 Cherry St. Kansas City, MO 64106.

**WHEREAS**, KCN, a solution provider for the correctional market, coordinates inmate trust fund release services for correctional facilities via a third party's provision of prepaid debit cards;

**WHEREAS**, Client desires to coordinate **Secure Release™** inmate trust fund release services at the above mentioned correctional facility (the "Services") as defined further hereunder;

**WHEREAS**, Both parties, intending to be legally bound, hereby agree as follows:

1. **Term.** This Agreement shall be effective as of the Effective Date and shall continue for an initial term of three (3) years with an option for two (2) additional one (1) year renewals.
2. **Services.** KCN shall provide technical support and coordination for the following release Services for processing inmate trust fund balances to Client inmates at time of release from the Client:

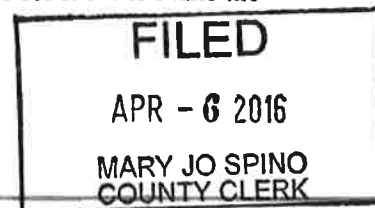
**Prepaid Debit Cards** ("Cards"): described as, a debit card which may be used for ATM withdraws and/or pin-based and signature purchases after inmate activation. The Cards will be issued by and the funds will be held by Cache Valley Bank in Logan, Utah. All transactions are processed by a third-party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

\* Additional Release Services may be made available to the Client throughout the term of this Agreement and shall become part of this Agreement with the Client's acceptance. No Release Services shall be implemented without Client approval. Another Card Brand, Issuing Bank or Program Manager may be substituted during the term of this agreement at KCN's discretion and shall not constitute an "Additional Release Service." The Client will be notified in writing of any such change.

3. **Maintenance of Designated Account.** Client agrees to maintain an account at the following bank ("Designated Account") from which funds will be withdrawn by KCN and sent to Cache Valley Bank, which issues the Cards:  
 Bank Name: Bank of America  
 Bank Address: 1200 Main Street 12th Floor KC MO 64106  
 Routing Number: 101000035  
 Account Number: 0034 7627 1499  
 Bank Contact Name and Title: Julia Dysart, Client Support Associate  
 Bank Contact Phone Number: 816 979-7141 or 800 366 6364

4. **Authorization to Withdraw Funds from Designated Account.** Client hereby authorizes KCN to withdraw funds from the Designated Account without signature or notice to effect all deductions and other transactions due KCN provided for in this Agreement. KCN shall notify Client if at any time there are insufficient funds in the Designated Account to cover any amount that is due and owing to KCN. Client shall promptly pay such amount to KCN. KCN 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 KCN has received written notification from Client of its termination in such time and in such manner as to afford KCN and the Bank named above reasonable opportunity to act on it. Client shall give KCN no less than three banking business days notice if the Designated Account is to be changed so as to allow enough time for KCN to make the necessary system modifications.




5. **Responsibilities of the Client.** All responsibilities of the Client are outlined in the attached "Security Requirements for the Storage of Prepaid Cards", "Exhibit A" of this Agreement. KCN reserves the right to modify "Security Requirements for the Storage of Prepaid Cards", "Exhibit A" of this Agreement. KCN shall notify the Client of any such change in writing. A certified report of destruction outlined in "Exhibit B", 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.
6. **Representation and Warranty of Client.** Client represents and warrants that it is lawful in its respective jurisdiction of Jackson County, Missouri to provide the Services as detailed in this Agreement, including, but not limited to, charging the inmates a fee for the Services.
7. **Fees and Charges.** KCN 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 "Exhibit C". All fees shall be assessed to the card holder/inmate.
8. **Equipment.** Upon expiration or termination of this Agreement, Client agrees that all equipment and materials remain the property of KCN and upon expiration or termination of this Agreement KCN agrees to promptly remove all equipment and materials from the above mentioned Client. Client shall be responsible for any lost, stolen or improperly funded Cards during the term of this Agreement as per "Exhibit A" of this Agreement.
9. **Confidentiality.** KCN agrees to keep all information about inmates confidential and to make no disclosure thereof to any third party, except as may otherwise be required by law. KCN agrees to give Client prompt notice of any such disclosure.
10. **Exclusivity.** Client acknowledges that based on this Agreement, KCN has the sole and exclusive right and authority to provide the services contemplated by this Agreement for all inmate accounts under the Client's control and Client shall not, throughout the term of the Agreement, engage the services of any other company to provide such services.
11. **Compliance.** KCN and the Client shall comply with all laws, orders, rules and regulations applicable to it that are associated with the performance of its duties and obligations under this Agreement and as stated in "Exhibit A and Exhibit B" of this Agreement.
12. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
13. **Fiduciary Responsibility.** Client agrees that it shall, to the full extent allowed by law, assume all liability for any Client 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 Client inmates.
14. **Indemnification.** KCN shall indemnify, defend and hold harmless the County of Jackson, Jackson County Detention Center, and the County's elected and appointed officers, employees and agents from and against any and all claims, losses, injuries or demands asserted by third parties (collectively "Claims") arising from the material breach, negligent acts or misconduct of KCN, its agents, or employees in the performance of any of its obligations hereunder. Under this paragraph KCN shall only be liable to the County of Jackson, Jackson County Detention Center, and the County's elected and appointed officers, employees and agents for amounts in excess of the commissions paid to the County of Jackson during the term of the Agreement.
15. **Force Majeure.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
16. **Termination.** In the event that either party believes that the other party has materially breached any obligations under this Agreement, or if either party believes that the other party has exceeded the scope of the Agreement, such party shall so notify the breaching party in writing. The breaching party shall have 30 days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the 30 days, the non-breaching party shall have the right to terminate the Agreement without further notice. KCN reserves the right to terminate this Agreement if the Client, or its representatives' actions, breach the Clients responsibilities listed in this Agreement including all Attachments and Exhibits.


17. **Assignment.** This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors of interest, and neither party may assign the agreement without the written consent of the other party.
18. **Entire Agreement.** This Agreement, as defined herein, constitutes the entire agreement and understanding of the parties and supersedes all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written, except as specifically provided herein. This Agreement shall specifically consist of: 1.) This Agreement for Secure Release, together with any other documents executed by the parties contemporaneously herewith; 2.) KCN's Response to Client's request for proposals; and 3.) Client's request for proposals. If a conflict exists among the provisions of any of these documents, the provision in the document listed first in the above order shall prevail.
19. **Notices.** All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within 10 days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile or email, confirmation copies must be sent by mail or hand delivery to the addresses listed above.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

**Keefe Commissary Network, L.L.C.**

BY:   
 NAME: Mike Manning  
 TITLE: Vice President  
 DATE: 3-25-16

**Client**

BY:   
 NAME: Q. Troy Thomas  
 TITLE: Director of Finance and Purchasing  
 DATE: March 30, 2016

APPROVED AS TO FORM

  
 County Counselor

ATTEST:

  
 Clerk of the County Legislature

**Exhibit A**  
**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 Exhibit B, 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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Exhibit C

## Inmate Release Card Program Fees

Cardholder Fees Associated with the Inmate Release Program

	Charge
Card Activation Fee	FREE
Support Calls Fee	FREE
Pin Change Fee	FREE
Point of Sale (POS) Transactions (PIN & signature)	FREE
Cash Back Option with POS purchase	FREE
POS Declines	FREE
Card to Bank Funds Transfer (ACH) Fee	FREE
Cash Out at any Principal MasterCard Member Institution	FREE
Weekly Maintenance*	\$1.50
ATM Account Inquiry	\$1.50
Inactivity Fee**	\$2.00
Domestic ATM Fees***	\$2.75
ATM Decline for Non-Sufficient Funds Fee	\$2.75
International ATM Fees***	\$3.75
ATM Decline International Fee	\$3.75
Replacement of lost or stolen card	\$10.00
Account Closure Fee/Request for Balance of Card by Check	\$25.00

\* After 3 days / 72 hours of issuance the card starts incurring weekly maintenance fees to cover the cost of the FDIC insured account.

\*\*After 90 days of no activity.

\*\*\*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)

12/14/2015

**Barbara Casamento**  
**Jackson County Detention Center**  
**1300 Cherry St**  
**Kansas City, MO 64106**

RE: KCN Deposit Services: Letter of Understanding

Dear **Barbara Casamento**,

This letter serves to outline the responsibilities of both Keefe Commissary Network (KCN) and **Jackson County Detention Center** with regard to deposit services. Due to the complexity of accepting/transferring funds, we have described this service in greater detail below.

1. **Payment Methods.** KCN shall support the following "Payment Methods" for facilitating deposits into Inmate Accounts:
  - a. ***Online Website.*** Described as, any public or personal computer user shall have the ability to visit a website to make deposits using any card carrying the MasterCard or Visa logo.
  - b. ***Call Center.*** Described as, any personal or public phone user shall have the ability to call a toll-free number to make deposits using any card carrying the MasterCard or Visa logo.
  - c. ***Facility-Based Kiosk.*** Described as, users may use a payment processing machine installed in a public area of the facility to make deposits using cash or any card carrying the MasterCard or Visa logo.
  - d. ***Bonds.*** Described as, inmates during the intake process may use a payment processing machine installed in the intake area of the facility to make bond deposits using cash or any card carrying the MasterCard or Visa logo.
2. **Responsibilities of KCN.**
  - a. KCN shall receive payments from the public, directed to inmates of Client via the KCN electronic payment service
  - b. KCN shall receive payments for the purpose of Bond, from an inmate, directed to himself/herself during the intake process of Client via the KCN electronic payment service
  - c. KCN shall be responsible for cash collection from all kiosks including transport and deposit into the bank.
  - d. KCN will transfer payment files to Client on a daily basis. KCN will deliver payments to Client by the second business day following (but not including) the day of the transaction by means of an Electronic Funds Transfer ("EFT") to Client's designated bank account.
  - e. KCN shall provide Client with daily payment information via the KCN Client interface.
  - f. KCN shall be responsible for responding to and resolving inquiries and complaints from senders of funds arising out of KCN's failure to timely transmit any payment to Client.
  - g. KCN shall provide sufficient promotional material to be posted in each housing and public area of Client.
  - h. KCN agrees that it shall, to the full extent allowed by law, assume all liability, responsibility and risk of loss associated with its breach of our Agreement and/or its negligence in the performance of its duties hereunder.
3. **Responsibilities of the Client.**
  - a. Client will provide any labor for and will guarantee the workmanship of the installation of a lobby and an intake kiosk including but not limited to material handling within the facility (i.e. drilling holes for the kiosk mount) and all costs associated with the networking, internet connectivity and electrical enhancements required to install a kiosk at the Client's locations.
  - b. Client will provide KCN with the required bank account information for transmission of an Electronic Funds Transfer ("EFT"). Client agrees to notify KCN, in writing, giving fourteen (14) days notice, of any changes to the bank account information. The address for this notifications is as follows:

Keefe Commissary Network, LLC.  
Attn: Controller  
10880 Lin Page Place  
St. Louis, Missouri 63132  
Email: [chunter@keefegroup.com](mailto:chunter@keefegroup.com)
  - c. Client will, upon receipt of written/documented proof of overpayment, promptly refund any overpayment made by KCN, for any reason. This is to include duplicate payments, payments refunded to Customers by KCN and any incorrect payments. At KCN's option and in lieu of foregoing, KCN may offset any such overpayments from future payment amounts transmitted by KCN to Client and notify Client of any such offset.
  - d. Client will not accept deposits designated for inmate trust fund accounts from depositors at the Client's facility upon implementation of this service with the exception of money orders delivered by US Mail. Client will close any window used for deposit collection within 60 days of kiosk implementation.
  - e. Client will promptly report receipt of each payment to the designated inmate in accordance with Client policy.

- f. Client will be responsible for resolving any inquiries or complaints arising from Client's failure to promptly and properly credit the inmate's account.
  - g. Client agrees that it shall, to the full extent allowed by law, assume all liability, responsibility and risk of loss associated with its breach and/or its negligence in the performance of its duties hereunder.
  - h. Client agrees that client staff will verify the identity of the depositor matches the name on the Credit/Debit Card prior to a deposit being made in the intake area kiosk.
4. **Fees and Charges.** KCN shall apply "Service Fees" to all public payments in accordance with the fee structure located in Attachment A and to all Self-Bond payments by an inmate in accordance to Attachment B. All fees shall be assessed to the depositor.
  5. **Taxes.** Each party shall be responsible for calculating, collecting and remitting their own federal, state and/or local taxes associated with the deposit services.
  6. **Kiosk Equipment.** Upon expiration or termination of these services, Client agrees that all equipment and materials remain the property of KCN.
  7. **Confidentiality.** KCN agrees to keep all information about inmates confidential and to make no disclosure thereof to any third party, except as may otherwise be required by law. KCN agrees to give Client prompt Notice of any such disclosure.
  8. **Compliance.** KCN and the Client shall comply with all laws, orders, rules and regulations applicable to it that are associated with the performance of its duties and obligations.
  9. **Fiduciary Responsibility.** Once funds are received by the Client from KCN, via EFT for Online Website, Call Center, and Facility-Based Kiosk, Client agrees that it shall, to the full extent allowed by law, assume all liability for any mishandling of funds or for any losses associated with any funds coming into Client's possession expressly attributed to an inmate account deposit.
  10. **Fraudulent Deposits.** KCN reserves the right to refuse deposits for inmates who have received deposits with credit/debit cards used without permission or from credit/debit cards reported as stolen.
  11. **Insufficient Usage.** KCN reserves the right to remove or relocate any kiosk that, in KCN's reasonable discretion, has been, or may become, the subject of insufficient usage. KCN shall notify the client in writing of its intention to remove or relocate a kiosk at least thirty (30) days prior to such action.
  12. **Indemnification.** KCN shall indemnify, defend and hold harmless the County of Jackson, Jackson County Detention Center, and the County's elected and appointed officers, employees and agents from and against any and all claims, losses, injuries or demands asserted by third parties (collectively "Claims") arising from the material breach, negligent acts or misconduct of KCN, its agents, or employees in the performance of any of its obligations hereunder. Under this paragraph KCN shall only be liable to the County of Jackson, Jackson County Detention Center, and the County's elected and appointed officers, employees and agents for amounts in excess of the commissions paid to the County of Jackson during the term of the Agreement.

If you have questions or concerns on the above, please contact me at 314-264-2967. We look forward to being your deposit services provider.

Sincerely,

**Joe Bauer**  
Account Manager

**Jackson County Detention Center**

By: 

Name: **Q. Troy Thomas**

Title: **Director of Finance and Purchasing**

Date: **April 5, 2016**

APPROVED AS TO FORM

  
County Counselor



**ATTACHMENT A**  
**Fee Schedule**

<b>FEE STRUCTURE</b>				
<b>Gross Amount Deposited</b>	<b>Web</b>	<b>Phone</b>	<b>Credit at Lobby</b>	<b>Cash</b>
<b>\$0.01 - \$19.99</b>	<b>\$2.95</b>	<b>\$3.95</b>	<b>\$2.95</b>	<b>\$3.00</b>
<b>\$20.00 - \$99.99</b>	<b>\$5.95</b>	<b>\$6.95</b>	<b>\$5.95</b>	<b>\$3.00</b>
<b>\$100.00 - \$199.99</b>	<b>\$7.95</b>	<b>\$8.95</b>	<b>\$7.95</b>	<b>\$3.00</b>
<b>\$200.00 - \$300.00</b>	<b>\$9.95</b>	<b>\$10.95</b>	<b>\$9.95</b>	<b>\$3.00</b>

## Attachment B

### Fee Schedule for Intake Kiosk

<b>Gross Amount Deposited</b>	<b>Credit at Kiosk</b>	<b>Cash at Kiosk</b>
<b>\$0.01 - \$19.99</b>	<b>\$4.00</b>	<b>\$4.00</b>
<b>\$20.00 - \$99.99</b>	<b>\$4.00</b>	<b>\$4.00</b>
<b>\$100.00 - \$199.99</b>	<b>\$4.00</b>	<b>\$4.00</b>
<b>\$200.00 - \$300.00</b>	<b>\$4.00</b>	<b>\$4.00</b>
<b>\$300.01 - \$2,900.00</b>	<b>5.00%</b>	<b>5.00%</b>

**Addendum to Deposit Services, Letter of Understanding between  
Keefe Commissary Network, L.L.C. and Jackson County Detention Center**

**THIS ADDENDUM TO DEPOSIT SERVICES** ("Addendum") is entered into as of the 25 day of March 2016 ("Effective Date"), by and between Keefe Commissary Network, L.L.C. d/b/a Access Corrections ("KCN"), and Jackson County Detention Center, ("Client").

The Letter of Understanding is amended as follows:

1. **Fees and Charges.** KCN shall apply the below new "Service Fees" to all payments/deposits at the Lobby Kiosk in accordance with the fee structure located below. All fees shall be assessed to the depositor/payee.

Gross Amount Deposited	Credit at Lobby Kiosk	Cash at Lobby Kiosk
\$0.01 - \$300.00	\$3.00	\$3.00

Except for the changes set forth herein, the Letter of Understanding remains unchanged.

**IN WITNESS WHEREOF**, the parties have executed this Addendum by their respective, duly authorized representatives as of the date first above written.

*Keefe Commissary Network, L.L.C.*

BY:



NAME:

Mike Manning

TITLE:

Vice President

DATE:

3-25-16

*Client*

BY:



NAME:

Q. Roy Thomas

TITLE:

Director, Finance Administration

DATE:

March 30, 2016