

EXHIBIT 22

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Cherokee County (KS) Contract with TurnKey Corrections

PRISON
POLICY INITIATIVE



Cherokee County Kansas JAIL SERVICE AGREEMENT

THIS AGREEMENT, by and between Cherokee County, Kansas, a political subdivision of the State of Kansas, hereinafter referred to as the "County", "Facility" and/or "facility", and TurnKey Corrections a MN corporation, hereinafter referred to as "Turnkey", "Provider" or "TKC".

WHEREAS, the County seeks to enter into an agreement for inmate services, and

WHEREAS, Provider is capable of providing such service to the County and desires to do so according to the terms and conditions stated herein.

NOW THEREFORE, in consideration of the mutual undertakings and agreements contained within this agreement, the County and Provider hereby agrees as follows:

DATE AND TERMS

1. Effective Date of Contract

This agreement shall be effective **6 (six)** weeks after signed contract.

2. Term of Contract

Except as hereinafter provided, the parties agree that the term of this agreement shall be for a period of four(4) years. This contract may be extended upon the same terms and conditions for up to three successive one year terms only upon written agreement executed by both parties.

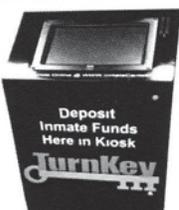
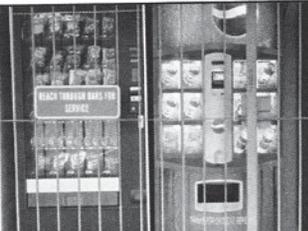
3. Scope of Services

The parties agree to the following services during the term of the agreement:

Provider shall install equipment as listed below and our administrative software, hereby known as the TEAM software system, at Cherokee County.

Trust Accounting Software: provider shall furnish, install, repair, and maintain all trust accounting software. The following is an overview of the TEAM trust accounting software features available to the County;

EQUIPMENT, SERVICES, CHARGES, COSTS AND REVENUE SHARING

<p>Administrative Software</p>	<p>Our accounting and administrative software will be installed on all computers deemed necessary by the facility. Cost for administrative software: \$0</p>
	<p>Inmate Kiosk(s): 8 will be installed in your current facility in the location you approve that will be capable of handling all services TKC offers including commissary ordering, account balances, video visitation (both on and off-site), inmate messaging, inmate e-mail, MP3 / Music. <u>The county can use which services it needs.</u> Cost to the County: \$0. Any additional kiosks \$1995 ea.</p>
	<p>1 Lobby Kiosk that will process all cash and credit card deposits. There will be a \$1.00 fee for cash deposits. Credit card deposits will require an \$8.95 convenience fee; TKC will retain all proceeds from the credit card convenience fee. Cost for this kiosk(s): \$0</p>
	<p>0 Soda and 0 Candy Machines. Additional machines may be added at a later day upon mutual agreement. Cost for each machine: \$0</p>
	<p>1 Booking and Release Station(s) that will include money in-take unit, card programmer (if required), debit release card programmer (if required), check printer and other pertinent materials. Cost for this Booking and Release Station(s): \$0</p>
	<p>0 Lobby Public Visitation Stations: These stations come ready for the public to visit inmates on TurnKey's proprietary inmate visitation station. All lobby visits are done at no cost. Cost for these visitation kiosks: \$1995</p>
<p>Video Visitation Costs</p>	<p>For off site visits, each visit will cost \$0.39 per minute to the general public. Visits performed at the Lobby Public Visitation Stations will be performed at no cost to the County or the public. This is an optional service.</p>
<p>Inmate E-Mail Costs</p>	<p>Inmate E-Mail will cost \$0.25 per message sent and received. This is an optional service.</p>
<p>Other features available</p>	<p>Cherokee County will be able to use all features offered by TurnKey including Paperless Kites, Law Library, Attorney and Bond Agency</p>

	Directory, Inmate Handbook, PREA Automation and many other features. Cost for using these features: \$0.
Commission Rate	0% commission rate on all revenue generating activities for the 1st 6(six) months. After 6 months, commission will go to 20% on all revenue generating activities.
Phone Sale Automation	TurnKey will provide Cherokee County the ability to automate the sale of phone pins from their phone provider. TKC will provide this service free of charge for the first 30 days. If the County sees incremental gain in phone revenues due to this automation and wishes to continue to use this feature after the initial 30 days, Turnkey retains 10% of the gross sales. TKC will guarantee that current phone revenue will not decrease due to video visitation being installed.
Installation Costs	TKC does not charge the jail for installation minus the jail is responsible for providing electrical and data connections at the location of the kiosks in the pods.
Delivery	TKC will package, receipt and deliver commissary orders ready for distribution twice weekly. The county will be responsible for distribution of packages.

ADDITIONAL REQUIREMENTS AND SPECIFICATION

- A) **Inventory:** All commissary products are required to be purchased from TKC.
- B) **Delivery and Employee(s):** TKC will provide an employee from one of our local regional facilities to maintain the equipment within the service standards as outlined within this agreement. TKC will deliver inventory on a mutually agreed upon schedule on a bi-weekly basis.

SYSTEM FEATURES

Video Visitation

- A. All visits are recorded. Visits are recorded in a real time audio and four frames per second on video. Facility has 24/7/365 access to all recordings. The system is web-based and all recordings are maintained on Provider servers. County owns all data and can be sent on disk if requested at no cost.
- B. Visits are monitored by the County and TKC. Monitoring allows for visits to be terminated immediately for inappropriate conduct.
- C. County will determine parameters necessary for visitor to be automatically approved and allowed to schedule a visit, if necessary. Visiting hours can also be set for the facility both as a whole and to specific pods.
- D. Visitors, inmates, groups and pods can all be tagged for real-time review by outside agencies and Jail Administration.
- E. Privileges may be revoked or suspended at any time for any reason for any user.
- F. Jail staff can be assigned various authority levels to maintain integrity and security of the system.
- G. System is web-based thus there is no server on site.

- H. All recordings are the property of the County. No distribution or issuing of recordings can be done to any party unless authorized and directed to do so by the County.
- I. All recordings are maintained on our server for 90 days. The facility is notified of recordings scheduled to be deleted on a monthly basis and unless notified, recordings are deleted. Data involving when visits occurred though is maintained to the same standards outlined in this agreement.

Inmate Email

- A. Messages can be sent both internally and externally.
- B. Feature can be blocked for internal and external parties for any reason at any time.
- C. Screening system is in place to identify and block inappropriate words.
- D. Messages can be sent to administrative queue for review before delivery to internal or external parties or be scored in an automated fashion and delivered directly to the inmate if below a score threshold, or routed to a queue for review if above.
- E. All messages are saved and on record for similar terms of the contract, 6 years post termination.
- F. Messages are delivered directly to and sent directly from inmate kiosk thus no paper involved.
- G. Indigent credit programs are available to dramatically reduce indigent postage expense.
- H. All emails and messages are the property of the County. No distribution or issuing of these records can be done to any party unless authorized and directed to do so by the County.

Account Management

- A. Easy-to-use Interface steps users through Account Creation (booking) and Account Close (release) processes.
- B. Track general inmate information including name, Inmate# (Criminal History Number), Unit#, language, status, audit information (user and date/time stamp of record creation and the last time the account was altered).
- C. Search for Accounts based on any combination of the following: inmate#, first/middle/last name, unit#, language, status, account group and sound-ex searches.

Reports

- A. Customization available.
- B. Automatically generates Account Balance Summary, Deposit Transactions, Cash-in Transactions, System Balance, Transaction History, Refund Transactions, Check

Register, Void Checks, Daily Balance, Daily Shift, Inmate Deposits, Inmate Detail, Inactive Accounts, Closed Accounts, Event Log, Kiosk Status, Site Charge Detail, and Site Charge Grouping reports and many more additional reports.

- C. Export reports to Adobe Acrobat, Microsoft Excel formats, CSV, HTML and Comma Delineated.

Equipment and Maintenance

Provider shall furnish, install, repair and maintain all equipment and software. Provider agrees to keep all equipment in good order and operating condition. Provider will maintain a minimum of one functioning reserve kiosk and other pertinent equipment on site and will train County staff on how to install this reserve kiosk should it be deemed pertinent to continued performance of the system. Equipment failures will be corrected within 24 hours. Other service requests will be responded to within 2 hours of requests and resolved on a priority basis which is outlined upon installation. All customer service requests are resolved or provided an agreed upon action plan within 24 hours.

Cherokee County will provide:

Building AC power (typically 110 v AC)
CAT 5 network cabling from and to areas as specified by the Vendor.
Basic cable or DSL based unfiltered Internet service.

Vendor is responsible for any security devices or software as they deem necessary to protect, hardware, software and data from unauthorized access or disclosure. Vendor agrees to follow all applicable State and Federal laws, policies, directives, rules, etc. It is expected that all Hardware, Software and data is also protected to industry standards. Any power protection (aka UPS) is also the responsibility of the vendor.

Each of the parties agrees to cooperate with the other and to perform all tasks necessary or desirable for the mutual benefit of both of the parties to operate a well operated service for Cherokee County.

Provider may provide care packages given to inmates when they are booked in at a price agreed upon by both parties based on item requirements.

Provider agrees to train all Jail staff in software and account reporting as needed.

Provider agrees to assist the County with customized inmate account reports needed by the County for tracking, bookkeeping and auditing purposes and training on the same.

4. Changes in Features, Fees and/or Prices

During the term of the contract, economic conditions can dictate the requirement that prices for commissary products be adjusted. Facility agrees that this is standard practice. Provider warrants that all price increases will be communicated both verbally and in writing. The communication of changes will be done a minimum of 15 days in advance of the change. Provider warrants to change prices no more than 3 times annually.

As part of offering the multitude of features and products, Provider wishes to minimize fees charged to inmate's family and friends and allow revenue and efficiency to grow thus providing the County the maximum amount of revenue possible. Periodically, Provider may need to adjust fees based upon changes in our marketplace. The Provider is required to notify both verbally and in writing the Facility of any changes, may only do so once annually, and would be required to provide a 30-day advance notice of the change.

Features offered on our system are warranted by the Provider to remain in place for the length of the contract with one exception. In the event that a service is offered by Provider that interferes or becomes in dispute with an item of legal consequence, the involved feature may need to be stopped. The County agrees that in this event, Provider would not be considered in violation of this contract.

5. Compensation and Terms of Payment

The County's authorized agent shall have the authority to review the invoices, and no payment shall be made without the approval of the authorized agent. Payments shall be made within thirty (30) days after receipt of invoices for services performed and acceptance of such services by the authorized agent of the County.

6. Condition of Payment

All services provided by Provider pursuant to this agreement shall be performed to the satisfaction of the County, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. Payment shall be withheld for work found by the County to be unsatisfactory, or performed in violation of federal, state and local laws, ordinances, rules or regulations.

7. Authorized Agents

The County shall appoint an authorized agent for the purpose of administration of this agreement. The County is notified the authorized agents for Provider are as follows:

Patrick McMullan – General Information
Phone – 612-267-8277

Ben Halberg – IT Information
Phone: 715-386-5700

8. County and State Audit

Pursuant to Kansas State Law, the books, records, documents, and accounting procedures and practices of Provider relative to this agreement shall be subject to examination by the County and the State Auditor. Complete and accurate records of the work performed pursuant to this agreement shall be kept by Provider for a minimum of six (6) years following termination of this agreement for such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action involving Cherokee County regarding matters to which the records are relevant. The retention period shall be automatically extended until the administrative or judicial action is finally completed or until the authorized agent of the County notifies Provider in writing that the records need no longer be kept.

9. Indemnity

Provider agrees to defend, indemnify, and hold the County, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses resulting directly or indirectly from any negligent act or omission on the part of Provider, or its subcontractors, partners or independent contractors or any of their agents or employees, in the performance of or with relation to any of the work or services to be performed or furnished by Provider or the subcontractors, partners or independent contractors or any of their agents or employees under the agreement.

Provider shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by Provider under this agreement. Provider shall, without additional compensation, correct or revise any errors or deficiencies in Provider's final reports and services.

10. Insurance

Provider shall not commence work under this agreement until it has obtained at its own cost and expense all insurance required herein. All insurance coverage is subject to approval of the County and shall be maintained by Provider throughout the duration of this agreement.

A. Workers' Compensation

- a. State: Kansas Statutory
- b. Employer's Liability with minimum limits of:
 - Bodily Injury by Accident: \$100,000 each Accident

- Bodily Injury by Disease: \$100,000 each Employee
- Bodily Injury by Disease: \$500,000 policy limit
- c. Benefits required by union labor contracts: As applicable

B. Commercial General Liability

Including Premises, Operations, Products, Completed Operations, Advertising and Personal Injury Liability, with the following minimum limits of liability:

- \$1,500,000 Aggregate
- \$1,000,000 Products & Completed Operations Aggregate
- \$1,500,000 Personal Injury & Advertising Injury
- \$1,500,000 Occurrence
- \$ 100,000 Fire Damage Limit
- \$ 20,000 Medical Expense

Policy should be written on an occurrence basis and include explosion, collapse and underground.

C. Commercial Auto Liability

Minimum limits of liability shall be:

- If split limits: \$1,500,000 each person/\$1,500,000 each occurrence
- \$1,500,000 each occurrence for Property Damage

If combined single limit: \$1,000,000 per occurrence

D. Proof of Insurance

Insurance certificates evidencing that the above insurance is in force with companies acceptable to County and in the amounts required shall be submitted to County for examination and approval prior to the execution of the agreement, after which they shall be filed with County. The insurance certificate shall name the County as an additional insured and specifically provide that a certificate shall not be modified, canceled or non renewal except upon thirty (30) days prior written notice to County. Neither County's failure to require or insist upon certificates or other evidence of insurance showing a variance from the specified coverage changes Provider's responsibility to comply with the insurance specifications.

11. Subcontracts

Provider shall not subcontract any portion of the work to be performed under this agreement nor assign this agreement without the prior written approval of the authorized agent of the County. Provider shall ensure and require that any subcontractor agrees to

and complies with all of the terms of this agreement. Any subcontractor of Provider used to perform any portion of this agreement shall report to and bill Provider directly. Provider shall be solely responsible for the breach, performance or nonperformance of any subcontractor. If specifically authorized by the County, Provider is responsible for the performance of all subcontractors and shall compensate said subcontractors.

12. **Force Majeure**

The County and Provider agree that Provider shall not be liable for any delay or inability to perform this agreement, directly or indirectly caused by or resulting from strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot, civil commotion, lack of material, delays of transportation, acts of God or other cause beyond reasonable control of Provider and the County.

13. **Data Practices**

Provider, its agents, employees and any subcontractors of Provider in providing all services hereunder, agree to abide by the provisions of Kansas law regarding data privacy. Provider understands that it must comply with these provisions as if it were a government entity. Provider agrees to indemnify and hold the County, its officers, department heads and employees harmless from any claims resulting from Provider's unlawful disclosure or use of data protected under state and federal laws.

14. **Access to Premises**

The County shall arrange access as necessary to work sites for Provider for the purpose of performing the work described in this agreement.

15. **Cancellation**

The agreement may be terminated by either party, without cause, upon (90) days written notice to one of the authorized agents of the Provider or the Authorized Agent of the County.

16. **Independent Contractor**

It is agreed that nothing contained in this agreement is intended or should be construed as creating the relationship of a partnership, a joint venture, or an association with the County and Provider. Provider is an independent contractor and neither it, its' employees, agents, subcontractors nor representatives shall be considered employees, agents or representatives of the County. Except as other-wise provided herein, Provider shall maintain, in all respects, its present control over the means and personnel by which this agreement is performed. From any amounts due Provider, there shall be no deduction for federal income tax or FICA payments nor for any state income tax, nor for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income

tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of Provider.

Pursuant to Federal and local laws, Provider warrants that they have registered with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Kansas.

17. **Notices**

Any notices to be given under this agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, via certified mail, and depositing the same in the United States Postal Service, addressed to one of the authorized agents of Provider at its address stated herein, and to the authorized agent of the County at the address stated herein.

18. **Controlling Law**

The laws of the State of Kansas shall govern all questions and interpretations concerning the validity and construction of this agreement and the legal relations between the herein parties and performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located in the State of Kansas. Litigation in the federal courts involving the herein parties will be in the appropriate federal court within the State of Kansas. If any provision of this agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

19. **Successors and Assigns**

The County and Provider, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this agreement. Neither the County nor Provider shall assign, sublet, or transfer any interest in this agreement without the prior written consent of the other.

20. **Equal Employment and Americans with Disabilities**

In connection with the work under this agreement, Provider agrees to comply with the applicable provisions of state and federal equal employment opportunity and nondiscrimination statutes and regulations. In addition, upon entering into this agreement, Provider certifies that it has been made fully aware of Cherokee County Equal Employment Opportunity and Americans with Disabilities Act Policy.

21. **Changes**

The parties agree that no change or modification to this agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and

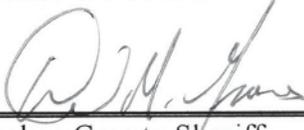
made part of this agreement. The execution of the change shall be authorized and signed in the same manner as for this agreement.

22. **Severability**

In the event any provision of this agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or unenforceable would cause the agreement to fail its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

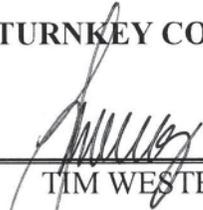
IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

Cherokee COUNTY

By 
Cherokee County Sheriff

Date July 6, 2015

TURNKEY CORRECTIONS

By 
TIM WESTBY, CFO

Date 7/14, 2015

Approved as to form:


Cherokee County Presiding Commissioner

Date July 6, 2015