

CONTRACT ROUTING SLIP

***** NEW- Department must complete top portion *****

Provider Name: Inmate Calling Solutions, LLC d/b/a ICSolutions.

****** Contract must be signed by Provider before routing ******

County Department: Winnebago County Sheriff's Office.

Contact person for Department: Captain David Mack . Ext.: 7339.

Return Provider's copy by (check one):

Email to vlaurita@icsolutions.com

Mail to address on contract

Other (describe): _____.

Comments:

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*****AFTER COMPLETING SECTION ABOVE, SEND TO PURCHASING WITH THREE COPIES OF THE CONTRACT*****

Purchase Approved: _____ Date: _____

Insurance Approved: _____ Date: _____

Corp Counsel Approved: _____ Date: _____

Returned to Department (Date): _____/_____/_____

WINNEBAGO COUNTY
PURCHASE OF SERVICES CONTRACT

RE: Inmate Phone/Tablet Contract

THIS AGREEMENT by and between Winnebago County, hereinafter referred to as "COUNTY" (whether a department, board, or agency thereof), and Inmate Calling Solutions, LLC d/b/a ICSolutions, hereinafter referred to as "PROVIDER."

WITNESSETH:

WHEREAS, the COUNTY, whose address is 415 Jackson Street, Oshkosh, WI 54901, desires to purchase services from the PROVIDER for the purpose of ***Inmate Phone/Tablet Contract***; and

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

WHEREAS, the parties were parties to that certain Purchase of Services contract dated 10/31/2013, as amended (the "Prior Agreement"); and

WHEREAS, this Agreement replaces and supersedes the Prior Agreement except as expressly stated herein.

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, the COUNTY and the PROVIDER do agree as follows:

1. TERM:

THIS AGREEMENT becomes effective on 11/01/2021 and shall remain in force and effect five for (5) years, or until 10/31/2026. Winnebago County will then have the option of continuing the phone services with the Provider at the same commission and rates for a period of (3) three additional years in one-year increments. Should the PROVIDER fail to complete its obligations under this Agreement, the COUNTY may invoke the penalties set forth in one of the following: the bid specifications, the RFP, RFQ, or Schedule A.

The COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement.

2. **SERVICE TO BE PROVIDED**: PROVIDER agrees to provide the following:

- services detailed in the bid specifications (RFB) # _____ ; or
- request for proposals (RFP) #SH04-21 and the response thereto, if any; or
- request for quotes (RFQ) # _____ , and the response there to, if any; or
- Schedule A, attached hereto, and incorporated herein by reference.

In the event of a conflict between or among any of the above-checked provisions, it is agreed that the terms of Schedule A, to the extent of any conflict, will be controlling, but only as it pertains to the specific service to be provided.

3. **ASSIGNMENT**: PROVIDER shall not assign any interest or obligation in this Agreement and shall not transfer any interest or obligation in this Agreement, whether by assignment or novation, without the prior written consent of the COUNTY unless permitted otherwise by the bid specifications, RFP, RFQ and/or Schedule A.

4. **TERMINATION**: If, through any cause, the PROVIDER shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the PROVIDER shall violate any of the covenants or stipulations of this Agreement, the COUNTY shall thereupon have the right to terminate this Agreement by giving a thirty (30) day written notice to the PROVIDER of such termination and specifying the effective date thereof.

In the event of any change to the rules, laws or regulations governing the services being provided hereunder results in a material adverse economic change for either party (hereinafter referred to as a "Regulatory Change"), then the parties agree to negotiate, in good faith, an amendment that accommodates such Regulatory Change in a manner that is mutually acceptable. If the parties are unable to reach such mutual agreement within 30 days of the Regulatory Change, then either party may terminate this Agreement without penalty.

There shall be no other termination or cancelation of this Agreement during its term, without the prior written consent of both parties unless specifically permitted otherwise by the bid specifications, RFP, RFQ and/or Schedule A.

5. **UNFINISHED WORK:** In the event this Agreement is terminated in a manner provided for in Paragraph 4, above, all finished or unfinished documents, services, papers, data, products, or the like prepared, produced, or made by the PROVIDER under this Agreement shall, at the option of the COUNTY, become the property of the COUNTY, and the PROVIDER shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, services, papers, data, products, or the like. Notwithstanding the above, the PROVIDER shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this Agreement by the PROVIDER, and the COUNTY may withhold any payments to the PROVIDER for the purpose of set-off.

6. **FAILURE TO APPROPRIATE FUNDS:** The failure of the Winnebago County Board of Supervisors to appropriate sufficient funds in any year covered by this Agreement shall automatically terminate this Agreement.

7. **TERMS OF PAYMENT: The Provider will follow Option (3) three of the proposal for call cost and commissions**

8. **WISCONSIN LAW CONTROLLING:** 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.

9. **ARBITRATION:**
 - A. This Agreement shall be covered by the laws of the State of Wisconsin.
 - B. Claims, disputes, and other matters in question between the parties to this Agreement arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration in accordance with the Rules of the American Arbitration Association then pertaining, upon the express written consent of all parties of this Agreement. In the event the parties proceed to arbitration, the proceedings shall be governed by the following:
 - 1) The American Arbitration Association shall submit a panel of five (5) arbitrators to the parties. The parties shall make alternate strikes until one arbitrator remains

who shall arbitrate the dispute. The party initiating the first strike shall be determined by the winner of a coin flip.

- 2) The costs of the arbitration proceeding (except for the filing fee, which shall be paid by the party initiating the proceeding) shall be borne equally by the parties. Each party shall pay his own legal fees and expenses incurred in connection with the proceeding.
 - 3) Any arbitration shall take place in the City of Oshkosh, Winnebago County, Wisconsin.
 - 4) Unless otherwise agreed upon by the parties, the arbitration hearing shall be limited to one day in length with the arbitrator providing each side equal time to present its case during that day.
 - 5) Any discovery proceeding shall be limited to the thirty (30) day period prior to the date of the arbitration hearing. The party requesting the discovery shall pay for all costs incurred by the opposite party, except for attorney's fees, relating to the discovery procedure including, but not limited to, witness, reporter's fees for depositions, photocopying fees, postage fees, and delivery fees.
 - 6) In issuing any ruling regarding any arbitration matter, the arbitrator shall issue a written decision which shall include written findings of fact and conclusions of law.
 - 7) The proceeding and arbitration shall be governed by the laws of the State of Wisconsin including, specifically, Chapter 788, Wis Stats.
10. **PROVIDER EFFICIENCY**: 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, the PROVIDER agrees to cooperate with the various departments, agencies, employees, and officers of the COUNTY.
11. **INDEPENDENT CONTRACTOR STATUS**: The parties agree that the PROVIDER is an independent contractor and that the PROVIDER, its employees, and agents are not employees of COUNTY. 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 have any direct contractual relationship with COUNTY.

12. **DELIVERY BY MAIL:** 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.
13. **HOLD HARMLESS:** At all times during the term of this Agreement, PROVIDER agrees to indemnify, save harmless, and defend the COUNTY, its boards, commissions, agencies, officers, employees, and representatives against any and all liability, losses, damages, costs, or expenses, whether personal injury or property damage, that the COUNTY, its officers, employees, agencies, boards, commissions, and representatives may sustain, incur, or be required to pay by reason of the PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of the COUNTY, its agencies, boards, commissions, officers, employees, or representatives.
14. **INSURANCE:**
- A. Prior to commencing work, PROVIDER shall, at its own cost and expense, furnish COUNTY with a Certificate of Insurance indicating proof of the following insurance from companies licensed in the State of Wisconsin:
- 1) **Workers' Compensation:** (Statutory) In compliance with the Compensation Law of the State of Wisconsin and Employers' Liability Insurance with a limit not less than \$100,000 each accident.
 - 2) **Comprehensive or Commercial General Liability Insurance** with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate combined Single Limit for bodily injury and property damage. This insurance shall include, but not be limited to, the following coverages:
 - a) Premises—Operations
 - b) Products and Completed Operations
 - c) Broad Form Property Damage
 - d) Contractual
 - e) Personal Injury
 - 3) **Professional Liability:** (If applicable) Insurance with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate.

- 4) **Automobile Liability**: Insurance with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate Combined Single Limit for bodily injury and property damage. This insurance shall include bodily injury and property damage coverage for all of the following:
- a) Owned Automobiles
 - b) Hired Automobiles
 - c) Non-Owned Automobiles
- B. The certificate shall list the **Certificate Holder and Address** as follows:
- WINNEBAGO COUNTY
ATTENTION PURCHASING MANAGER
PO BOX 2808
OSHKOSH WI 54903-2808
- The Winnebago County Department(s) involved shall be listed under “**Description of Operations.**”
- C. Such insurance shall include, under the **General Liability and Automobile Liability Policies**, Winnebago County, its employees, elected officials, representatives, and members of its boards and/or commissions as “**Additional Insureds.**”
- D. Such Insurance Certificate shall include a thirty (30) day notice prior to cancelation or material policy change, which notice shall be given to:
- WINNEBAGO COUNTY
ATTENTION PURCHASING MANAGER
PO BOX 2808
OSHKOSH WI 54903-2808
- All such notices shall name the contractor and identify the contract project. All of the above coverages, limits, and conditions are required unless waived in writing by the COUNTY’s Safety Insurance Coordinator.
- E. The Winnebago County Purchasing Manager must approve any exception to these requirements. Submit any requests in writing to:
- WINNEBAGO COUNTY
ATTENTION PURCHASING MANAGER
PO BOX 2808
OSHKOSH WI 54903-2808
- or email to: lforbes@co.winnebago.wi.us.

15. **LIMITATION EFFECT ON PAYMENTS BY COUNTY**: In no event shall the making of any payment 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

the PROVIDER, and the making of any such payment by COUNTY while any such default or breach shall exist in no way shall impair or prejudice the right of COUNTY with respect to recovery of damages or other remedies as a result of such breach or default.

16. **DISCRIMINATION**: During the term of this Agreement, the PROVIDER agrees not to discriminate against any person, whether a recipient of services (actual or potential), an employee, or an applicant for employment on the basis of race, religion, sex, handicap, national origin, age, cultural differences, sexual preference, marital status, or physical appearance. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, or any other form of compensation. The PROVIDER agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

17. **AFFIRMATIVE ACTION**: PROVIDER may be required to file an Affirmative Action Plan with the COUNTY if the PROVIDER receives \$10,000 in annual aggregate contracts or other such consideration of comparable worth, and PROVIDER has ten (10) or more employees. Such plan must be filed within fifteen (15) days of the effective date of this Agreement, and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by the COUNTY.

18. **EQUAL OPPORTUNITY EMPLOYER**: PROVIDER shall, in all solicitations for employment placed on PROVIDER's behalf, state that PROVIDER is an "Equal Opportunity Employer."

19. **COMPLIANCE INFORMATION**: PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine such compliance.

20. **PROVIDER'S LEGAL STATUS**: 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 the last page of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and the PROVIDER's legal status.

21. **COMPLIANCE WITH WISCONSIN PUBLIC RECORDS LAW**: Provider understands that Winnebago County is bound by the Wisconsin Public Records Law, Wis. Stat. sec. 19.21, et. seq. Pursuant to Wis. Stat. sec. 19.36 (3), County may be obligated to produce to a third party the records of a Provider that are "produced or collected" by the Provider under this Agreement ("Records"). Provider is further directed to Wis. Stat. sec. 19.21, et. seq. for the statutory definition of Records subject to disclosure under this paragraph, and Provider acknowledges that it has read and understands that definition. Notwithstanding any other term of this Agreement, Provider is (1) obligated to retain Records for seven (7) years from the date of the Record's creation; and (2) produce such Records to County if, in County's determination, County is required to produce the records to a third party in response to a public records request. Provider's failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement, and Provider must defend and hold County harmless from liability due such breach.
22. **FORCE MAJEURE**. Either party may suspend all or part of its obligations hereunder and such party shall not otherwise be held responsible for any damages, delays or performance failures caused by acts of God, events of nature, civil disobedience, acts of government, military action, acts of terrorism, epidemics or similar events beyond the reasonable control of such party.
23. **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.

IN WITNESS WHEREOF, COUNTY and PROVIDER have executed this Agreement and its Schedules as of the day set forth above.

FOR THE PROVIDER:

Mike Kennedy, Vice President Date
Inmate Calling Solutions, LLC
d/b/a ICS Solutions

FOR WINNEBAGO COUNTY:

Jonathan Doemel Date
Winnebago County Executive

Susan T. Ertmer Date
Winnebago County Clerk

REGISTERED AGENT:

Vince Laurita, Regional Accounting Manager
ICS Solutions

Inmate Calling Solutions, LLC c/o Cogency Global, Inc.
901 South Whitney Way
Madison, WI 53711

**Originally Drafted by:
Mary Anne Mueller
Corporation Counsel for
Winnebago County**

Revised: 06/2021

Schedule A – Technology, Service and Financial Details

EQUIPMENT & FEATURES:

The Enforcer® centralized inmate telecommunications platform, housed in PROVIDER's Atlanta data center and backed up at its data center in San Antonio, together with the following:

- Continued & uninterrupted access to all historical call detail records, call recordings, and inmate voice prints created under the Prior Agreement
- 72 stainless steel inmate telephones for housing areas, booking, and booking counter
- TDD/TTY and/or VRS units, as needed, for hearing impaired inmates
- Online storage of all call recordings and call data for the entire contract duration
- Unlimited Enforcer® user licenses
- Interface to the County's JMS, commissary, and/or banking platforms – *already in place!*
 - Automated inmate ID / PIN updates
 - Inmate Debit calling
 - Electronic commissary ordering + account balance checking
- Inmate voicemail messaging
- 24 x 7 x 365 live, U.S.-based service for Facility staff & called parties
- Local technicians to provide onsite maintenance & support
- New/refresher training for all Facility users
- All-inclusive warranty, support, and repair/replace maintenance package

The Enforcer® Investigative / Premium Voice Biometrics Suite

- The VerifierSM pre-call inmate voice verification
- The ImposterSM in-call continuous voice biometrics
- The Word DetectorSM phonetic keyword search tools
- The AnalyzerSM link analysis / data mining tools

The Enforcer® IVR Suite

- The InformerSM PREA module
- The CommunicatorSM paperless inmate communications portal
- The AttendantSM automated information line

The Bridge 8 Inmate Tablets

- 200 wireless handheld inmate tablets
- Remote video visitation when docked in a wall mounted station
- Inmate email/text messaging
- Inmate Calling app – enables secure inmate calling through PROVIDER's Enforcer® platform; standard usage rates and security controls apply
- Grievance reporting + appointment request
- Customizable forms
- Law library access
- Commissary ordering

- Education content
- Entertainment content
- Turnkey installation including hardware, software, wireless access points, and charging stations

Casemaker Law Library Subscription

- Accessible via The Bridge 8 tablets
- Simple and complex searching of Federal and State case law, statutes, and administrative law
- Updated daily by experienced legal editors

Lobby Deposit Kiosk

- Can accept payments to phone accounts and/or trust accounts
- Deposit and payments can also be made via mobile app, web, phone, lockbox, kiosks at other facilities, or walk-in retailer
- 800+ kiosks and 48,000+ retailers can accept deposits across the U.S.

CALL RATES & FEES:

The following service rates for all Service Locations:

Prepaid, Debit & Direct Bill Calling Rates	
<u>Call Type</u>	<u>Per Minute Charge</u>
Local	\$0.16
Intrastate/IntraLATA	\$0.16
Intrastate/InterLATA	\$0.16
Interstate	\$0.16
International (Debit only)	\$0.75

***NOTES:** Domestic interstate rates apply for calls to U.S. territories including American Samoa, Guam, Northern Mariana Islands, Puerto Rico and U.S. Virgin Islands. All non-U.S. destinations are rated as international.*

Call rates shown do not include local, county, state and federal taxes, regulatory fees and billing fees.

Billing Fees (non-commissionable):

<i>Payment Processing Fee (Live Agent).....</i>	<i>\$5.95</i>
<i>Payment Processing Fee (IVR, Internet & QwikCall®).....</i>	<i>\$3.00</i>
<i>Direct Billing Statement Fee</i>	<i>\$2.00</i>

Other Service Fees (commissionable, see below):

Tablet entertainment streaming (per minute).....	\$0.05
Tablet email messaging (per minute).....	\$0.05
Remote Video Visitation (via the Bridge Tablets).....	Waived
Inmate Voicemail (per inbound message).....	\$1.00

(All other fees free or waived)

COMMISSIONS:

PROVIDER shall pay to COUNTY a Commission of 92% of the gross call revenue on all calls generated from COUNTY’s service locations.

PROVIDER shall also pay to COUNTY a Commission of 25% of any service fees collected with respect to Tablet usage (entertainment streaming and messaging) and 50% of any service fees collected with respect to Inmate Voicemail services.

DEPOSIT SERVICES:

PROVIDER’s affiliate, Access Corrections. Inc. (“ACI”) shall provide deposit services in accordance with the following schedules. However, PROVIDER shall retain full responsibility therefore. For purposes of this Section, the term “Provider” shall include ACI where the context requires such inclusion:

Handling Charge Structure for Deposit Services				
Gross Amount Deposited	Credit/Debit Deposits via Web/Mobile App	Credit/Debit Deposits via Phone	Credit/Debit Deposits via Lobby Kiosk	Cash Deposits via Lobby Kiosk
\$0.01 - \$19.99	\$4.95	\$6.95	\$4.95	\$4.00
\$20.00 - \$99.99	\$7.95	\$9.95	\$7.95	\$4.00
\$100.00 - \$199.99	\$9.95	\$11.95	\$9.95	\$4.00
\$200.00 - \$300.00	\$11.95	\$13.95	\$11.95	\$4.00

Walk-In Service/Fee Charge
\$5.95

\$0.01 - \$900.00

Bail/Bond Fee Structure					
Gross Amount Deposited	Credit/Debit Deposits via Mobile/Web	Credit/Debit Deposits via Phone	Credit/Debit Deposits via Lobby Kiosk	Cash Deposits via Lobby Kiosk	Credit/Debit deposits via Intake Kiosk
\$ 0.01 - \$1,500.00	7.00%	7.00%	7.00%	7.00%	7.00%
\$ 1,500.01 - \$5,000.00	N/A	N/A	N/A	7.00%	N/A

Terms and Conditions of Deposit Services:

1. Provider will provide cash handling services and payment processing services for payments made through kiosks, walk-in retailers, online websites and/or mobile sites, call centers or applications operated by Provider or such other methods ("Transactions") for crediting account balances held by County on behalf of the recipients of funds (the "Services"). Provider provides the Services in its capacity as a licensed money services business. Provider represents and warrants to County that ACI is duly licensed to provide the Services and will do so in compliance with applicable laws and regulations.
2. **Authorization.** By executing this Agreement, County authorizes Provider to act on its behalf in handling cash and to submit Transactions initiated by individuals through the Services to the credit card networks or otherwise for authorization, processing and settlement to County for the benefit of designated recipients.
3. **Responsibilities of Provider.**
 - a. Provider will receive payments from the public, directed to recipients by way of the Services.
 - b. Provider will transfer payment files to County on a daily basis. Provider will deliver payments to County by the second business day following (but not including) the day of the transaction by means of an electronic funds transfer ("EFT") to County's designated bank account; provided, however, Provider, in its sole discretion, reserves the right to delay its acceptance of any transaction that Provider determines to be suspicious and warrants further investigation. County acknowledges and agrees that Provider may terminate/cancel any proposed transaction should Provider determine the transaction is being made for an improper or illegal purpose.
 - c. Provider will provide County with daily payment information by way of the Provider-County interface.
 - d. Provider will be responsible for responding to and resolving inquiries and complaints from senders of funds arising out of Provider's failure to timely transmit any payment to County.
 - e. Provider will provide sufficient promotional material to be posted by County.
 - f. Provider, upon receipt of written notice from County, shall place limitations on transactions. The limitations will be implemented by Provider as soon as is reasonably practicable.

- g. Provider may contract with a third-party to remove cash from kiosks, to replace receipt paper and to assume responsibility for the funds until deposited into the designated bank account.

4. Responsibilities of County.

- a. County will provide Provider with the required bank account information for transmission of an EFT. County agrees to notify Provider, in writing, giving fourteen (14) days' notice, of any changes to the bank account information.
- b. County will, upon receipt of written documentation of overpayment, promptly, but in no event more than ten (10) business days, refund any overpayment made by Provider, for any reason. This is to include, but not be limited to, duplicate payments, payments refunded to customers by Provider and any incorrect payments.
- c. Upon implementation of the Services, County agrees that it will not accept payments designated for recipient accounts. County will close any window or other collection method currently used to accept payments within sixty (60) days of kiosk implementation.
- d. County will promptly report receipt of each payment to the designated account or recipient in accordance with the County's policy.
- e. County agrees that it shall, to the full extent allowed by law, assume all liability, responsibility and risk of loss associated with its breach of this Agreement and/or its negligence in the performance of its duties hereunder.
- f. Provider will provide all labor necessary for and will guarantee the workmanship of the installation of a lobby kiosk including, but not limited to, material handling within the facility and all costs associated with the networking, internet connectivity and electrical enhancements required to install a kiosk at County's Service Locations.
- g. County agrees that Provider may determine, in its sole discretion, to suspend, terminate or place restrictions on one or more individual's ability to use the Services.

5. Rates. The Services shall be provided at no cost to County. Provider shall charge persons initiating a Transaction a service fee in accordance with its rate schedule which the County acknowledges may be amended by Provider in its sole discretion from time to time.

6. Exclusivity. Provider has the exclusive right to provide the subject Services for County at its Service Locations and the exclusive right to collect and receive money handling fees associated with the Services, which fees shall belong to Provider.

7. Refunds/Chargebacks.

- a. The Parties acknowledge that once Provider accepts a transaction submitted to the applicable payment network or otherwise for processing, Provider cannot cancel or change the transaction. Except to the extent required by applicable law, payments processed by Provider are non-refundable to the individual by Provider. Individuals may have additional refund or chargeback rights under their cardholder agreement with the card issuer or applicable law.

- b. In the case of chargebacks or returned funds, Provider will be responsible for pursuing the chargeback through the card association's dispute resolution processes, if appropriate in Provider's sole discretion. Upon written request from Provider, Client agrees to provide requested information needed to pursue the chargeback.
- c. If an individual requests a refund, Provider will not be responsible for making those funds available if they have been already settled to a designated account by Provider or are beyond Provider's control.
- d. If County and sender of funds issue inconsistent instructions or requests to Provider, County's instructions will control and County will reimburse, defend, indemnify and hold Provider harmless from any and all losses, costs and expenses (including reasonable attorneys' fees) as a result of complying with County's instructions.