



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-17

For the meeting of: June 14, 2016

Date: May 18, 2016
To: Board of Supervisors
From: William Damiano, Chief Probation Officer
Subject: Agreement between Humboldt County Probation and Fieldware, LLC

RECOMMENDATIONS:

That the Board of Supervisors:

- 1. Approve the Agreement with Fieldware, LLC for Automated Telephone Reporting and Automated Notification services
- 2. Direct the Clerk of the Board to return one original of the fully executed agreement to Humboldt County Probation Department Attn: Elisha Hardison.

SOURCE OF FUNDING:

1100-235 Probation General Fund

Prepared by Elisha Hardison, Legal Office Business Manager

CAO Approval

Cheryl D. Dillinger

REVIEW: Auditor MSM County Counsel NAD Personnel _____ Risk Manager KW Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor Fennell Seconded by Supervisor Sundberg
Ayes Sundberg, Fennell, Lovelace, Bohn
Nays _____
Abstain _____
Absent Bass

PREVIOUS ACTION/REFERRAL:
Board Order No. _____
Meeting of: _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: June 14, 2016
By: Kathy Hayes
Kathy Hayes, Clerk of the Board

DISCUSSION:

In July 2012 Humboldt County Probation first contracted with Fieldware, LLC to provide OffenderLink™, a proprietary automated supervision management service. OffenderLink™ provides low and moderate risk adult offenders with the opportunity to call-into the service in order to meet their Probation supervision requirement. This has also been beneficial to the Probation Department by allowing officers to focus more time and energy on higher risk cases as recommended by the American Probation and Parole Association (APPA) standards for supervision.

Nightly, a list of probationers on eligible caseloads (low to moderate risk) is pushed electronically to Fieldware, LLC. In order for a probationer to be eligible for this service, their Probation Officer must register them with OffenderLink™ in order to ensure that no offender who requires in-person supervision is ever automatically assigned to this service. Once registered, Fieldware sends out a letter designed by Probation explaining the service and reporting requirements. Should the probationer fail to report, the probationer will receive a warning letter, and the account is flagged in OffenderLink™ as out of compliance and requiring Officer resolution. An officer follows up on all flagged cases, as appropriate.

In addition to the automation of lower-risk probationer reporting 24 hours/day 7 days/week, OffenderLink™ also provides real time client compliance statistics which further assist Probation Officers covering low and moderate risk caseloads to better manage their workload and ensure that probationers are reporting regularly and are meeting the terms of their probation. It is estimated at this time that there are roughly 400 probationers registered with OffenderLink™ but that number has been as high as 700 in the four years that Probation has been using OffenderLink™.

FINANCIAL IMPACT:

Fieldware will charge the agency a \$4.00 service fee per month per enrolled client for the use of OffenderLink™. As an additional service option, Fieldware will charge the agency monthly a \$2.00 service fee per month, per enrolled client for the use of OffenderLink™ Provider Referral Tracking (PRT) and Automated Notification Service (ANS) for all clients not assigned to the call in program. There is a minimum fee for \$2,500 per month. This minimum monthly fee covers the first 625 enrollments in the telephone reporting program but can also be used to cover a combination of call-in clients and non-call in clients at the rates detailed above. Humboldt County Probation has fewer than 625 enrolled probationers which makes the monthly charge \$2,500 or \$30,000 annually. This contract will be paid out of the main Probation general fund account 1100-235 with client supervision fee revenue and SB678 funds. This agreement supports the Board's strategic framework by managing our resources to ensure sustainability of services and providing community appropriate levels of service.

OTHER AGENCY INVOLVEMENT:

None.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board may opt not to approve this agreement however that is not recommended. This service agreement allows Probation to make the most of available resources by making sure that probationers at higher risk to recidivate are assigned to Probation Officers with smaller caseloads.

ATTACHMENTS:

1. Service Agreement with Fieldware, LLC

OffenderLink™ SERVICE AGREEMENT

This Agreement is entered into this June 14, 2016 by and between Fieldware, LLC., an Illinois limited liability company ("Fieldware") and the County of Humboldt, a political subdivision of the State of California, through its Probation Department ("Agency").

WHEREAS, Fieldware is engaged in the business of providing an automated supervision management service (hereinafter referred to as "OffenderLink™") through the use of an integrated web-based case management system and an automated telephone-based offender reporting system whereby Agency clients (hereinafter referred to as "Clients") make periodic contact; and

WHEREAS, Agency is desirous of using OffenderLink™ to support supervision services for its Clients.

NOW THEREFORE, in exchange for the mutual consideration set forth in this Agreement, Fieldware and Agency agree as follows:

1. Fieldware agrees to provide OffenderLink™ Automated Telephone Reporting (ATR) and Automated Notification (ANS) services as outlined herein. Fieldware anticipates services to begin within 90 days of Agreement effective date, or if necessary, on a future mutually agreed upon date to allow for implementation and customization of OffenderLink™.
2. Fieldware shall, at its expense:
 - A. Maintain web-based application and any necessary hardware (e.g., web servers) to support OffenderLink™, minimum features to include:
 - Action-based Agency To Do list
 - Online voice message retrieval
 - Automated and Agency created Client case notes
 - Automated Client letter generator using Agency pre-approved templates
 - Existing Client caseload and exception reporting
 - Real-time Client compliance statistics
 - Limited agreed upon special conditions processing
 - B. Maintain interactive voice response application to support OffenderLink™, minimum features to include:
 - Toll-free number for Client reporting contacts. Most Agencies have their clients report monthly but alternative schedules of weekly and every other week are also available for specialized caseloads.
 - Toll-free number for Agency messaging
 - Agency defined call reporting question content
 - Automated transcription for address, phone, employment status updates where possible
 - Agency messaging customization for individual Clients
 - Standard messaging to include account balance and next call date

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- C. Make available any new OffenderLink™ features placed in production. At Agency's option, new features may be implemented as they become available or anytime thereafter; however, Fieldware reserves the right to include any new features in subsequent OffenderLink™ updates. Some new features may require an increase in the Client service fee.
 - D. Provide designated Agency staff with unique identification numbers for the express purpose of providing access to Fieldware's web-based application via a log-in screen. Agency acknowledges that internet access is necessary to use the Service and that the minimum computing requirements to run Fieldware's web-based application are Adobe Acrobat Reader 5.0 software application, Microsoft Windows Media Player or any equivalent media player and Microsoft Internet Explorer 6.0 web browser.
 - E. Enable one-way inbound integration from Agency's management system in order to facilitate Client enrollment and continuing case notes on a daily basis.
 - F. Provide Clients with unique identification codes for the express purpose of tracking the Client and assign each Client a call-in date based on their birth month. Example: Jan = 1st day of month, Feb = 2nd day of month, Mar = 3rd day of month.
 - G. Based on enrollment numbers and specific Agency needs, provide limited system customization and/or assistance with outbound integration to Agency's management system.
 - H. Perform initial follow up procedures to include automated phone calls to Client (via the integrated ANS program) for Clients who do not call-in within 7 days of their scheduled call-in date and risk being reported on a late or missing list.
 - I. Perform reminder calls to Clients for upcoming court hearings via the integrated ANS program.
 - J. Provide initial in-person training and on-going periodic in-person and/or online demonstration and training to Agency on an as needed basis.
 - K. Provide technical assistance to Agency staff, via telephone, during regular Agency business hours, Monday through Friday to address and/or resolve compliance issues with reasonable allowances for holidays, scheduled maintenance, and unscheduled outages. Fieldware reserves the right to adjust call center hours as these hours are subject to change based on call center staffing patterns, but in any circumstance, the call center will operate at least ten hours each business day with the possible exception of days surrounding holidays.
 - L. Provide customer service assistance to Agency clients to address and/or resolve logon, payment and/or reporting compliance issues.
 - M. During the term of this Agreement, Fieldware may introduce system upgrades resulting from continuing research and user requests. As significant OffenderLink™ web-based application updates occur, Fieldware will provide training to Agency staff related to application updates.
3. Fieldware will honor all properly authorized Clients seeking to utilize OffenderLink™, complying with all applicable federal, state and local laws, rules and regulations and shall not discriminate or deny website access to OffenderLink™ based on age, ancestry, color, gender,

marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

4. Fieldware will use its best efforts to provide uninterrupted access to its web-based application during the term of this Agreement, insuring system is operational 24 hours a day / 7 days a week with 99% scheduled up time subject to required maintenance. Fieldware will notify County timely of any scheduled periods exceeding twenty-four hours that its application will be unavailable for access.
5. Agency shall:
 - A. Provide Fieldware with electronic copies of standard Agency letters.
 - B. Provide Fieldware with a standard pre-recorded message and request multi-lingual versions of message for non-English speaking Clients if desired.
 - C. Require all enrolled Clients to call in on their designated call-in date(s) or face alternative reporting requirements that would be more time-consuming if not more expensive than the OffenderLink™ option.
 - D. Request Client enrollment by uploading Client data into Fieldware's web-based application.
 - E. Leave custom messages or instructions for individual Clients and request multi-lingual versions of message for non-English speaking Clients.
 - F. Monitor To-Do lists and other Client information reported in OffenderLink™.
 - G. Print out all letters from OffenderLink™ web-based application and mail directly to Client. Letters may be printed in different languages as needed.
 - H. Agency will appoint two liaisons, a primary and a backup, to request technical assistance from Fieldware with respect to functionality, compliance reports, case notes, merge letters, and other OffenderLink™ issues or concerns.

6. Pricing and fees:

Agency shall be obligated to pay fees to Fieldware for Fieldware's performance of automated supervision management services under this Agreement.

Fieldware will charge the Agency monthly a \$4.00 service fee per month per enrolled Client for the use of OffenderLink™ for all Clients assigned to the call-in program.

As an additional service option, Fieldware will charge the Agency monthly a \$2.00 service fee per month per enrolled Client for the use of OffenderLink™ for all Clients **not** assigned to the call in program. All other current features including Automated Notification (ANS) for calendar events apply. Per contact payment options are also available for the Automated Notification system for non-calling Clients. The Agency may also utilize this service option for the Provider Referral and Tracking (PRT) module to streamline management of Domestic Violence or other provider programs.

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There is a minimum fee of \$2,500 per month. This covers the first 625 enrollments in the Telephone Reporting program but can also be used to cover a combination of call-in clients and non-call in clients at the rates detailed above.

Fieldware agrees that, other than the service fees referenced above, it shall not impose any surcharge, interest, or other penalty related to services provided under this Agreement.

7. This Agreement shall be effective as of 7/1/16 and shall continue in effect for one year through 6/30/17. Thereafter, this Agreement shall automatically renew for successive one year periods for up to three additional years, unless either party provides the other with written notice of termination not less than thirty (30) days prior to the expiration of the then existing term.
8. Either party may terminate this Agreement for any reason at any time by giving at least 30 calendar days advance written notice to the other party. If Fieldware is the initiator of the termination, Agency requests that 180 calendar days be provided to allow for an alternative to be arranged.
9. Termination for cause: Agency may immediately suspend or terminate this Agreement in whole or in part, where in its sole discretion, the determination is made that there is:
 1. An illegal or improper use of funds;
 2. A failure to comply with any term of this Agreement;
 3. A substantially incorrect or incomplete report submitted; or
 4. Improperly performed service.
10. Fieldware warrants that Fieldware will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. Fieldware further warrants that Fieldware will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to Agency's reasonable satisfaction. Agency's acceptance of Fieldware's work shall not constitute a waiver or release of Fieldware from professional responsibility.
11. Fieldware shall maintain licensure and certification requirements at all times during this Agreement. Fieldware agrees that all professional level persons employed by Fieldware have met applicable professional licensure requirements pursuant to State, Federal and County laws and regulations.
12. It is understood and agreed by all parties that Fieldware is an independent contractor and that no relationship of employer-employee exists between Agency and Fieldware. As an independent contractor, Fieldware is not subject to the direction or control of the Agency and will indemnify and hold Agency harmless from any claims that may be made against Agency based on any contention by a third party that an employer-employee relationship exists under this Agreement.

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13. Fieldware further agrees to indemnify and hold Agency harmless in any and all actions arising from the relationship established hereby. During the term of this Agreement, Fieldware will maintain, at its expense, against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work under this Agreement by Fieldware or any agents, representatives, employees or subcontractors of Fieldware, at least \$1,000,000 commercial general liability insurance per occurrence for bodily injury, personal injury, or property damage, \$1,000,000 automobile liability insurance per accident for bodily injury or property damage, \$1,000,000 employer liability insurance per accident for bodily injury or disease, Errors and Omissions coverage with limits of liability of not less than \$1 million, and worker's compensation insurance as required by the State of Illinois.
14. Fieldware shall not use specific information obtained through OffenderLink™ for any purpose other than carrying out its obligations under this Agreement and shall prevent unauthorized disclosure of names and other identifying information, except for statistical information not identifying a Client. The obligations regarding confidentiality exist beyond the terms of the Agreement.
15. Fieldware utilizes all reasonable means and due diligence to protect the confidentiality of Client data, including, but not limited to, a fully hosted system, a highly secure data center and 128 bit SSL security (Secure Sockets Layer), should Client data and/or Fieldware's web-based application or database be compromised, Fieldware shall notify Agency immediately but in any event, no later than close of the next business day after determination or discovery of occurrence. If as a result of Fieldware's negligence the confidentiality of Clients' personal data is breached, Fieldware shall defend Agency against any claim against it attributable to Fieldware's acts and will pay damages and attorneys' fees attributable to Fieldware's breach whether determined by final court award or settlement.
16. The right to access the OffenderLink™ web-based application is jurisdiction and agency-specific. Only the Agency and its designated employees may access the web-site. Without prior written approval, Fieldware staff may access the site for development and agency support purposes only.
17. Fieldware owns the OffenderLink™ source code. Agency owns the data stored in OffenderLink™ and at time of termination, Agency will be entitled to receive a final export of all Agency owned data in a format and on media that is mutually agreed upon by both parties. Agency will receive the final export of data within 4 weeks of termination.
18. Records Retention and Audits: Fieldware agrees to timely prepare accurate and complete financial and performance records, and to maintain and preserve said records for at least five (5) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work performed. In addition, Fieldware shall maintain detailed payroll records.

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All records referenced by this section shall be made available during normal business hours to inspection, audit and reproduction by any duly authorized agents of the State or Agency. Fieldware agrees to allow interviews of any of its employees who might reasonably have information related to such records.

In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement(s) shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because Fieldware's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by Agency.

19. Fieldware warrants that Fieldware is knowledgeable of the California Government Code Section 8350 et. seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

20. NUCLEAR FREE CLAUSE:

Fieldware certifies by its signature below that Fieldware is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. Fieldware agrees to notify Agency immediately if it becomes a nuclear weapons contractor, as defined above. Agency may immediately terminate this Agreement if it determines that the forgoing certification is false or if Fieldware becomes a nuclear weapons contractor.

21. Non Assignment Clause: Fieldware shall not delegate its duties or assign its rights hereunder, or both, either in whole or in part, without prior written consent of Agency. Any assignment by Fieldware in violation of this provision shall be void, and shall be cause for immediate termination of the Agreement. This provision shall not be applicable to service agreements or contracts or similar arrangements usually or customarily entered into by Fieldware to obtain or arrange for supplies, technical support or professional services.

22. In the performance of this Agreement, Fieldware agrees to comply with all applicable local, state and federal laws and regulations, including but not limited to the Americans with Disabilities Act.

23. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Humboldt County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement.

24. No agreement or failure by either party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

25. All notices or other communications required or permitted under this Agreement will be in writing and will be delivered by personal delivery, email (with delivery receipt), registered

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mail return receipt requested, a "Next Day Air" delivery service, or by facsimile transmission, addressed to the parties indicated below:


<p>Humboldt County:</p> <p>Humboldt Probation Dept. Attn: Bill Damiano, Chief Probation Officer 2002 Harrison Avenue Eureka, CA 95501 (707) 268-3308 Phone (707) 443-7139 FAX bdamiano@co.humboldt.ca.us</p>
<p>Fieldware, LLC.:</p> <p>Fieldware, LLC. Attn: Scott Grundberg, Member/Manager 549 W. Randolph, Suite 701 Chicago, IL 60661 (312) 258-1000 X322 Phone (312) 258-1753 FAX scott@fieldware.com</p>

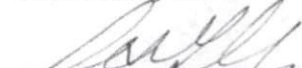
26. The terms of this Agreement represent the full and complete agreement between the parties. They may not be altered or amended except by written instrument, duly executed by the parties.

IN WITNESS WHEREOF, the parties do hereby execute this Agreement, intending to be bound by its terms and conditions.

Humboldt County Probation:

Fieldware, LLC.:

 6/19/16
 Signature Date
 Mark Lovelace
 Name
 Chair of the Board
 Title

 5/17/16
 Signature Date
 Scott Grundberg
 Name
 Member/Manager
 Title

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Fieldware, LLC.:

  5/19/16
Signature Date

John Lynch

Name

Member/Manager

Title

Approved by Information Technology:



Chief Technology Officer

Approved by Risk Management:



Approved by County Administrative Office:

