

**HUMBOLDT COUNTY  
CALIFORNIA**

+

**EDOVO**

**PROFESSIONAL SERVICES AGREEMENT**

This Agreement, entered into this 11 day of April, 2017, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Jail Education Solutions Inc. d/b/a Edovo, a Delaware corporation, hereinafter referred to as "EDOVO," is made upon the following considerations:

**RECITALS**

**WHEREAS**, COUNTY wishes to obtain specialized services in order to provide inmates incarcerated at the County jail access to educational, vocational, and treatment programming through tablet technology ("Tablet") in a closed system environment (collectively a "Tablet Program"); and

**WHEREAS**, EDOVO operates a Tablet Program that provides Tablet devices that are either tamper-proof or become inactive when tampered with and/or removed from a designated secure area; offers secure connectivity and wireless options while providing no access to the public internet; and is equipped for data tracking for investigatory and security measures;

NOW THEREFORE BE IT AGREED:

**1. Term of the Agreement.**

The term of this Agreement shall commence on the date first above written and shall expire 90 days after the date of the Program Launch (as defined below)(the "Trial Period"). If the parties hereto decide to continue the tablet program beyond the Trial Period, the extended term shall be for one (1) year, unless earlier terminated in accordance with the provisions of this Agreement, and, unless terminated within 30 days of the end of the initial period or any subsequent periods, automatically renew for one (1) year periods.

**2. Description of Services.**

EDOVO shall provide COUNTY those services set forth in Exhibit "A", attached hereto and incorporated by reference herein. COUNTY is responsible for providing a broadband internet connection and the ongoing provision of broadband service with at least a 20 Mbps of dedicated bandwidth for EDOVO. The Program Launch and ongoing program is dependent on this internet connection.

### **3. No Terms Not Included**

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto.

### **4. Compensation.**

In consideration of EDOVO'S fulfillment of its obligations under this Agreement, COUNTY shall pay EDOVO as follows:

(a) Rates.

- (i) A one-time fee of \$1,250 is payable upon delivery of eighty (80) Tablets to inmates of the Humboldt County Correctional Facility and initialization of the Tablet Program;
- (ii) \$1.50 per tablet per day, payable monthly and within 30 days from the invoice; and
- (iii) \$1.50 per Tablet per day, payable 30 days from the invoice date, for any continued use of Tablets beyond the Trial Period, absent any other superseding contract between EDOVO and COUNTY.

(b) Late Payment Penalties.

If payment is not received within the 30 days of the invoice date, EDOVO shall be entitled to claim interest on the overdue amount at five percent (5%) per annum, compounded monthly, calculated from the initial due date through the date of actual payment. COUNTY may not waive this late penalty.

(c) Expenses. No travel or other expenses will be reimbursed by COUNTY.

### **5. Method of Payment.**

All payments for compensation and reimbursement for expenses shall be made only upon presentation by EDOVO to COUNTY of an itemized billing invoice which will display EDOVO'S name, address, Taxpayer Identification Number, and include a description of the tasks completed.

### **6. Independent Contractor.**

It is understood that this is an Agreement by and between two independent contractors and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture, or any other similar association. Both parties further agree that EDOVO shall not be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, retirement benefits, worker's compensation and injury leave or other leave benefits.

## **7. Insurance.**

EDOVO shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation insurance.

To the extent required by law during the term of this Agreement, EDOVO shall provide workers' compensation insurance for the performance of any of EDOVO'S duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY'S Risk Manager.

(b) Liability insurance.

EDOVO shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

(i) General Liability.

Commercial general liability CGL insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of EDOVO or any officer, agent, or employee of EDOVO under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(c) Certificates of Coverage.

All insurance coverages referenced in 6(b), above, shall be evidenced by one or more certificates of coverage, which shall be filed by EDOVO with COUNTY prior to commencement of performance of any of EDOVO'S duties.

## **8. Hold Harmless/Defense/Indemnification/ Limitation of Liability.**

(a) Indemnification of COUNTY.

To the full extent permitted by law, COUNTY shall defend, indemnify and hold EDOVO and EDOVO'S employees harmless, as well as its respective officers, agents, employees, volunteers or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses, including litigation costs and reasonable attorney's fees incurred in connection therewith (individually or collectively), brought or asserted by any employee of COUNTY, inmate or third party arising out of (i) services provided by EDOVO under this Agreement in good faith to or for the benefit of the COUNTY and/or the inmates of COUNTY or (ii) out of any misuse of equipment resulting in

damage to property or personal injury (including death) of any person physically present within the COUNTY Correctional Facilities (as defined in Exhibit A). COUNTY disclaims, as part of its covenants hereunder, any and all claims that might be otherwise asserted or capable of assertion as a result of or arising from EDOVO'S engagement or services provided under this Agreement, except with respect to damages which arise as a result of willful misconduct of EDOVO.

(b) Indemnification of EDOVO.

To the full extent permitted by law, EDOVO shall defend, indemnify and hold COUNTY and COUNTY's employees harmless, as well as its respective officers, agents, employees, volunteers or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses, including litigation costs and reasonable attorney's fees incurred in connection therewith (individually or collectively), which are brought or asserted by any third party arising out of infringement or misappropriation of any intellectual property rights alleged to have occurred in connection with the services provided by EDOVO hereunder through EDOVO's tablets. Both parties shall notify each other in writing of any claim or damage related to activities performed under this Agreement.

**9. Termination for Cause.**

If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within thirty (30) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving thirty (30) days prior written notice to the defaulting party in the manner set forth in Paragraph 12 (Notices).

**10. Other Termination.**

This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least sixty (60) days prior to the effective date; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination.

**11. Disposition of, Title to and Payment for Work upon Expiration or Termination.**

(a) Upon expiration of this Agreement or termination for cause under Paragraph 8 or termination for convenience of a party under Paragraph 9:

(i) Any and all equipment installed or delivered pursuant to this Agreement is the property of EDOVO, and upon termination of this Agreement will be returned to EDOVO in good and working order. Any damage to or theft of the equipment or tablets outside of ordinary wear and tear is the responsibility of COUNTY.

- (ii) To the extent EDOVO has provided services through software and applications materials licensed to COUNTY, COUNTY shall promptly return the software and application materials to EDOVO.
  - (ii) COUNTY retains all rights and privileges to data hosted by EDOVO pursuant to this agreement. In addition, to the extent EDOVO maintains COUNTY data on those portions of digital software hosted by EDOVO and not controlled by COUNTY ("COUNTY data"), upon request EDOVO shall promptly return COUNTY data in a format designated by COUNTY and shall subsequently purge COUNTY data from EDOVO'S systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by EDOVO.
- (b) Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by EDOVO under this Agreement shall be deemed owned by EDOVO. Additionally, to the extent services under this Agreement involve the development of previously patented inventions or copyrighted software, then upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the PRODUCTS DEVELOPED OR IMPROVED UNDER THIS AGREEMENT, SHALL REMAIN WITH EDOVO OR ANY OTHER PERSON OR ENTITY IF SUCH PERSON PREVIOUSLY OWNED OR HELD SUCH PATENTS, COPYRIGHTS, AND TRADE SECRETS, AND SUCH PERSONS SHALL RETAIN COMPLETE RIGHTS TO MARKET SUCH PRODUCT.
- (c) EDOVO shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of the notice of termination and completed satisfactorily prior to the effective date of the termination; except that EDOVO shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by EDOVO whether or not the Agreement expired or otherwise terminated, and COUNTY may withhold any payments not yet made to EDOVO for purpose of setoff until such time as the exact amount of damages due to COUNTY from EDOVO is determined.

## **12. Warranty**

EDOVO hereby represents and warrants that use of the tablets and software provided by EDOVO under this Agreement shall not infringe upon or violate any patent, copyright, trade secrets, or trademark rights of any third party or violate any laws, including (without limitation) the United States export laws (Export Administration Act, 15 CFR 730-774) and import laws.

## **13. No Waiver.**

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

14. **Notices.**

All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested or by email, with confirmation of receipt. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

Humboldt County (Business Office Contact)

Attn: Norma Lorenzo  
826 4th Street  
Eureka, CA 95501  
[Dhughes@co.humboldt.ca.us](mailto:Dhughes@co.humboldt.ca.us)

Edovo

Attn: Brian Hill  
500 W. Madison, Suite 801  
Chicago, IL 60661  
[Brian@edovo.com](mailto:Brian@edovo.com)  
Copy: [valerie@edovo.com](mailto:valerie@edovo.com)

Humboldt County (I.T. Contact)

Attn: Duncan Hughes  
839 4th Street  
Eureka, CA 95501  
[nlorenzo@co.humboldt.ca.us](mailto:nlorenzo@co.humboldt.ca.us)

Humboldt County (On-site Contact)

Attn: Dennis Griffin  
826 4th Street  
Eureka, CA 95501  
[dgriffin@co.humboldt.ca.us](mailto:dgriffin@co.humboldt.ca.us)

15. **Confidentiality.**

(a) Maintenance of Confidential Information.

Confidential information is defined as all information disclosed to either party which relates to the other party's past, present, and future activities, as well as activities under this Agreement which is either non-public, confidential or proprietary in nature ("Confidential Information") EDOVO and COUNTY shall each hold all such information as they may receive, if any, in trust and confidence, except with the prior written approval of the other party. Upon cancellation or expiration of this Agreement, each party shall return to the other party all written and descriptive matter which contains any such confidential information.

- (b) Each party agrees to notify the other immediately of any unauthorized access to or disclosure of Confidential Information of which it becomes aware.
- (c) Each party will be responsible for all costs associated with their respective breach

of the security and privacy of Confidential Information, or its unauthorized access to or disclosure of Confidential Information, including, but not limited to, mitigation of the breach, cost to the other party of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

- (d) Notwithstanding Paragraphs 13 (a), (b) or (c) above, the parties agree that any information required to be released by COUNTY through the COUNTY'S Public Records Act shall not be deemed confidential information and that there are no damages that result from such release.

**16. Assignments and Subcontracts.**

EDOVO shall not assign any interest in this Agreement without the prior written consent of COUNTY.

**17. Amendment/Modification.**

Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties.

**18. Interpretation; Venue.**

- (a) Interpretation.

The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings.

- (b) Venue.

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure Sections 394 and 395.

**19. Compliance with Laws.**

EDOVO shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes.

**20. Taxes.**

EDOVO agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. EDOVO agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States as a consequence of EDOVO'S failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any

withholding or other applicable taxes or amounts, EDOVO agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

**21. Severability.**

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

**22. Humboldt County Nuclear Free Ordinance.**

EDOVO certifies by its signature below that EDOVO is not a Nuclear Weapons Contractor, in that EDOVO 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. EDOVO agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if EDOVO becomes a Nuclear Weapons Contractor.

**23. Entirety of Contract.**

This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

[signature page follows]



**IN WITNESS WHEREOF**, this Agreement was executed by the parties hereto as of the date first above written.


**HUMBOLDT COUNTY, CA**

By Virginia Bass

Name: Virginia Bass

Title: 4/11/17 Board Chair

**JAIL EDUCATION SOLUTIONS, INC. d/b/a EDOVO**

By   
Brian Hill, CEO

## **EXHIBIT "A"**

### **SCOPE OF WORK**

#### **I. DESCRIPTION OF SERVICES**

During this Agreement, EDOVO shall provide at least 80 tablets ("Tablets") and supporting equipment to implement and operate the Tablet Program. These tablets will be placed for use by inmates in a facility with up to two unique housing areas designated by COUNTY ("Facility").

#### **User Agreement**

In conjunction with the use of a Tablet, each person who logs on and creates an account will be required to confirm acceptance of the Terms of Use and the Privacy Policy, which shall be available for review within the log-in area of the Tablet. The Terms of Use and Privacy Policy shall be inserted as a pre-condition to use of the Tablet and clicking a checkbox to acknowledge acceptance of the terms shall be a requirement for users.

#### **Installation/Training**

- (a) EDOVO shall, through consultation with COUNTY, provide instruction, remote support, and necessary major hardware for COUNTY staff to install IP routing and switching, secure server, web proxy and wifi hotspots within the Facilities to accommodate the Tablet Program.
- (b) EDOVO shall deliver 80 Tablets with one set of earbuds for each Tablet, and two (2) Tablet charge carts to hold the Tablets overnight or during lock up periods and associated equipment to the Facilities for the operation of the Tablet Program.
- (c) EDOVO shall provide two (2) two-hour training sessions for COUNTY staff who will administer the Tablet Program in the Facility.
- (d) EDOVO shall conduct initial on-site testing of the Tablets and network prior to the programming implementation.
- (e) EDOVO shall proactively monitor the hardware assets via a secure cloud-based networking monitoring system.
- (f) EDOVO shall maintain and service equipment on-site or, in the case of Tablets, by pre-stamped/addressed mailer on an as-needed basis and provide on-site support by personnel or through a contractor authorized by EDOVO.
- (g) EDOVO shall perform remote troubleshooting services via remote login to the hardware assets and ship replacements for installation and arrange such installation if hardware failure is detected.
- (h) EDOVO shall equip the Tablets (at a minimum) with the content described in attached Schedule A, which content may be updated, supplemented, or otherwise altered in the discretion of EDOVO, however. COUNTY will have the option, through the Insight

App, to block content.

- (i) EDOVO may, with prior approval by COUNTY which shall not be unreasonably withheld, add for-fee services to the tablets (including but not limited to premium content and subscription or communication services) which shall be paid for by the inmates directly or indirectly through supporters outside the facility.

## **II. RESPONSIBILITIES OF COUNTY**

During the Term of this Agreement, COUNTY shall:

- (a) Designate an individual to serve as the principal contact for communications with the EDOVO regarding implementation and operation of the Tablet Program and provide the identity of that individual and that individual's contact information to the EDOVO, which information COUNTY shall keep current.
- (b) Designate an individual or individuals in the unit at the Facility to administer the daily checking in/out of Tablets and provide the identity of such individual and such individual's contact information to the EDOVO, which information COUNTY shall keep current.
- (c) Select the specific populations within the Facility who are eligible to have access to the Tablets and make the Tablets available for use on a daily basis to the inmates unless such activity is precluded due to significant security concerns.
- (d) Timely review and respond regarding any new content submitted by EDOVO, provided that if COUNTY does not respond within 24 hours, it will be assumed that COUNTY approves of the new content.
- (e) Designate a secure location within the Facility for storage of the Tablets and ensure that Tablets are stored securely within wireless connectivity range when not in use.
- (f) Monitor use of the Tablets, take appropriate action with regard to misuse of Tablets and report misuse to the EDOVO.
- (g) Provide functionally compatible earbuds or make available for purchase prior to launch day.
- (h) Request a Return Merchandise Authorization Form (RMA) from EDOVO for any non-operating tablets.
- (i) Be solely responsible for the safety and security of the inmates who participate or COUNTY employees or third party's directed by COUNTY who coordinate or oversee the program.
- (j) Provide EDOVO a daily digital file of accurate inmate information. This file will be uploaded to the EDOVO FTP site by 9:00 p.m. daily and will, at a minimum, contain: First and last name, Inmate ID.

## **III. MISCELLANEOUS TERMS**

The following additional terms shall at all times apply:

(a) All title to the tablets, charge carts, hardware, and licensed material remains with Contractor.

(b) Any and all tablets and hardware described herein and to be provided pursuant to this Agreement may be substituted by EDOVO, in its sole discretion, by items of equal or greater quality.

## SCHEDULE A

This is a general outline of the baseline programming. Those in italics are in development and may or may not be delivered pursuant to the time period of this Agreement.

Basic Education	Math and Language Arts courses, grades 6-8 <i>Math and Language Arts courses, grades 9-12 (in development)</i> <i>K-12 Education - Digedu (integrating platform)</i>
GED	Complete GED lessons and practice tests from DCS GED Prep Online Dozens of supplementary GED videos on individual test subjects
Literacy	Orca Book Publishers ThinkCERCA Mr. Thorne Does Phonics
Employment	Video introductions to career paths and detailed information about the job responsibilities and qualifications. Vocational programs on a variety of topics including automotive, plumbing, food safety, electrical trade, computer skills, and carpentry. <i>Technical Training: Intro to Basic Electrical Drawings and Test Equipment, Introduction to Electrical Wiring Systems</i> <i>Introduction to Customer Service, Customer Service Training</i> Green jobs/environmental jobs literacy curriculum <i>Entrepreneurship: Creating the Business, Leadership Skills in Business</i>
College Courses	College credit courses provided by the Saylor Foundation. Examples of course topics include: <ul style="list-style-type: none"> <li>● Intro to psychology</li> <li>● Intro to business statistics</li> <li>● Beginning algebra</li> <li>● Intro to business communications (not credit earning)</li> <li>● Intro to legal studies (not credit earning)</li> <li>● Intro to Business Law</li> </ul>
Health/Wellness	Audio guided meditation Neila Ray - Fitness and Nutrition information
Treatment-oriented programming	Two programs we produced in-house: (1) "Parenting While Incarcerated," a video-based course we produced featuring Ann Adalist-Estrin, Director of the National Resource Center on Children and Families of the

Incarcerated, and Carol Burton, Executive Director of Centerforce and Director of Alameda County Children of Incarcerated Parents.

(2) "Cognitive Behavioral Therapy: Addressing Criminogenic Factors," a video-based course we produced featuring incarcerated men engaged in therapeutic group sessions led and moderated by Paula Smith and Jennifer Luther of the University of Cincinnati Corrections Institute.

Conflict and Anger Behavioral Skill Training

Fundamentals of Co-Parenting

Basic Parenting Skills

Reentry resource tool kit

Path of Freedom: Video-based Meditation, Emotional Intelligence and Reentry Preparation

Straight-A-Guide: Video-based re-entry planning course