Uptrust System Integration and Software Services for the Public Defenders Office

Briefing Date: Mar 3 2020
Funding Source: General Fund
Originating Department: Budget
Prepared by: Shahrzad Rizvi, Budget Analyst
Recommended by: Ryan Brown, Budget Director

BACKGROUND INFORMATION:
In Dallas, approximately 50,000 indigent defendants are represented by public defenders or appointed private counsel each year; it is estimated that between 15% and 25% of these defendants miss court, resulting in significant system inefficiencies – attorneys and court staff need to refile cases and Dallas County taxpayers spend millions on unnecessary incarceration. The Public Defenders office requests engaging with Uptrust to assist to reduce defendants missing court. Uptrust will engage with the Dallas County Public Defender's office and its affiliates to conduct work under three different contracts. This briefing for the approval of the first contract to enable SMS reminders for court dates and public defender to client two-way communications. Engaging with Uptrust is expected to produce the following results: 1) Decrease the FTA (failure to appear) rate in Dallas County, lowering the # of people sent to jail for technical violations 2) Dramatically improve the efficiency of criminal justice proceedings; when 20% of people FTA, judges, clerks, prosecutors, and defense attorneys all lose 3) Save attorneys time; public defenders spend approximately 1 hour per night providing client outreach. Using Uptrust we’ll be able to allocate time more effectively to client cases 4) Develop a potential pilot for probation and reentry; Uptrust’s services could also be helpful in eliminating technical violations for probation / parole, a leading cause of revocations

OPERATIONAL IMPACT:
It is anticipated, based on Uptrust’s experience around the country, that FTA rates generally range from 10% to 25%. Critical to the continued funding of this program is proving that it eliminates FTAs and saves Dallas taxpayers money. The Public Defenders Office estimates that this agreement will save Dallas County several million dollars, by eliminating several thousand nights in jail as well as other associated costs of an FTA. While some researchers have estimated the cost of an FTA at $1,000 per occurrence, Uptrust has estimated the average cost of an FTA at ~$700.

FINANCIAL IMPACT:
Uptrust will engage with the Dallas County Public Defender’s office and its affiliates to conduct work under two different contracts. First, to provide for automatic outreach and communication on behalf of the county and attorneys, Uptrust will complete integrations with several different stakeholders. Uptrust will be conducting two separate integrations at the same time. Uptrust will provide its software platform to the Dallas County Public Defender. Uptrust charges $2 per client for its 2-way communication system. The total annual cost for all services are anticipated to be $18,000 per year.
RECOMMENDATION:
approve the contract with Uptrust in the amount not to exceed $18,000 annually and authorize the County Judge to sign all related documents on behalf of Dallas County.

MOTION:
On a motion made by TBD, and seconded by TBD, the following order will be voted on by the Commissioners Court of Dallas County, State of Texas:

Be it resolved and ordered that the Dallas County Commissioners Court does hereby approves the contract with Uptrust in the amount not to exceed $18,000 annually and authorize the County Judge to sign all related documents on behalf of Dallas County.

CONTRACT DETAILS:

Contract Title:  
Description: The Uptrust system and all associated software to The Dallas County Public Defender to facilitate court reminders, client engagement, social service referrals and client satisfaction surveys.

Transaction Type: New  
Contract Number:  
Total Cost: $68,000  
Start Date:  
Expiration Date: March 31, 2021  
Vendor: Uptrust

ATTACHMENTS:

Uptrust Services Agreement Exhibit B - Nondiscrimination Assurances
Uptrust Dallas County Proposal
PDs Office Uptrust Services Agreement Dallas - Final Version
Title VI
Nondiscrimination Assurances

The County (hereinafter referred to as the “Recipient”) HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Nondiscrimination In Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally-assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally-assisted Department of Transportation programs:
1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all Department of Transportation programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The (Title of Recipient), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. The Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, subrecipients, subgrantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, Dallas County also agrees to comply (and require any subrecipients, subgrantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the USDOT access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the USDOT. You must keep records, reports, and submit the material for review upon request to USDOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Dallas County gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under all Department of Transportation programs. This ASSURANCE is binding on Texas, other recipients, subrecipients, subgrantees, contractors, subcontractors and their subcontractors’, transferees, successors in interest, and any other participants in all Department of Transportation programs.

The County Judge is authorized to sign these Assurances for the Texas Department of Transportation, or any other federal or state agency, on behalf of the County.

Dated: ____________________________  By: ______________________________

Clay Jenkins, Dallas County Judge
APPENDIX A

During the performance of this Agreement, the Service Provider, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor’s noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the
contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

*APPENDICES B, C, and D have been deleted*
APPENDIX E

During the performance of this Agreement, the Service Provider, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
Overview
Indigent defendants often miss court dates and other appointments, resulting in incarceration. When poor people miss court, they do not flee. Instead, they miss court because they lack transportation, could not take time off work, never received the reminder, had to care for their children, or simply don’t keep a good calendar. Across the USA, local governments spend over $9b on unnecessary pretrial incarceration, and an additional $1b issuing and enforcing FTAs.

In Dallas, approximately [50,000] indigent defendants are represented by public defenders or appointed private counsel each year; it is estimated that between [15% and 25%] of these defendants miss court, resulting in significant system inefficiencies – attorneys and court staff need to refile cases and Dallas County taxpayers spend millions on unnecessary incarceration.

About Uptrust / The Solution
Uptrust reminds low-income defendants of their court dates and connects them to social services based on need; this helps keep people out of jail who don’t need to be there by eliminating failure-to-appears (FTAs) and other technical violations. Uptrust’s software integrates with existing public defender case management systems and court / jail case management systems and facilitates text reminders and 2-way communication between public defender offices and their clients (note: county-funded public defenders represent approximately 50% of criminal defendants). Uptrust’s unique mix of automated reminders and human-touch has shown to decrease the FTA rate by over 50%; also placing the reminder system into the public defender’s office allows for better customer service more accurate collection of client phone numbers.

Uptrust has recently developed new features that provide referrals for defendants based on identified “needs” such as childcare, housing and transportation. Uptrust will roll this feature out in Dallas to relevant non-profits and existing programs such as Mental Health Court or Veterans Court; better utilization of local social services and the creation of a countywide database on low-income defendant needs allows for Dallas County to better allocate resources.

Uptrust also has earmarked grant funding to make Dallas County the first site to roll-out its Rides Feature. Uptrust will provide at least $100,000 in transportation assistance over 2 years to low-income defendants who have difficulty making it to court. Uptrust will work with the Public Defender to develop a screening criterion to ensure that rides are provided to those who need them most – people without existing transportation and / or who live in neighborhoods with minimal public transportation infrastructure.

Uptrust works with over 150,000 defendants in 15 counties across the country and statewide public defender systems in Virginia, Missouri and Maryland. Uptrust has been featured in the ABA Journal, New York Times, US News, TechCrunch and other local news outlets; it is supported by the Draper Richards Kaplan Foundation, the Heising-Simons Foundation, RFK Human Rights and its founders.

Dallas County Proposal
Indigent defendants in Dallas County currently have two options of counsel: The Dallas County Public Defender or Appointed Counsel from the Private Bar. Dallas County has made strides in assisting low-income defendants, including but not limited to, the increased funding of its Pretrial Services Unit, which works with approximately 3,000 defendants per year. Outside of these defendants, the Private Bar and Public Defender work with nearly 50,000 low-income defendants per year. Uptrust seeks to remind these defendants of court and connect them to their attorney to eliminate FTAs, reduce Dallas County’s jail population, and in turn save taxpayers significant resources.

To assist Public Defender Clients, Uptrust will complete an integration with the Public Defender’s Case Management System. This will allow Uptrust to receive Client names, court dates and phone #s. Uptrust will send these clients reminders of court and facilitate two-way communication between the clients and their attorneys. For example, if a client has a health issue, they can communicate with their attorney. Uptrust will also provide services to a variety of other Public Defender Units including but not limited to those associated with early bail review, mental health and juvenile. For example, the Public Defender will be able to use Uptrust to send referrals for housing or employment assistance for those clients who are being
reviewed in a bail hearing. Getting these individuals connected to services is critical in order for them to attend court and stay out of trouble.

To assist the ~49% of low-income defendants not represented by the Public Defender, Uptrust will integrate with either the Court or Jail Case Management System(s). Using data collected via pretrial services interviews at the jail, Uptrust will send text reminders to all other low-income defendants (Uptrust will know if the Public Defender has been appointed). For those defendants who have an attorney for the private bar that is appointed, Uptrust can send these individuals a text message with that attorney’s name, contact information and address. Uptrust will be able to provide the court with data if these messages are delivered, although we will not be able to provide information if the message was read or if the # is being used by the defendant.

For all defendants, regardless of counsel, Uptrust will send a text message to everyone who FTAs, alerting them they must come back to court to resolve the bench warrant.

This two-prong approach will ensure that Public Defender Clients interact with their attorney and get the help they need to attend court. It will also help other low-income defendants connect with their attorney and ensure that they are reminded of court.

Activities to be Completed Under the Project

Uptrust will conduct the following activities:

- Complete a technical integration between Uptrust and both the Court / Jail Case Management system and Public Defender Case Management System
- Provide Uptrust’s 2-way messaging platform to all public defenders and their clients including the use of Uptrust’s mobile app
- Provide Uptrust’s 2-way messaging platform (without integration) to any private attorney that provides services to indigent defendants
- Provide in-person trainings and ongoing customer support to the public defender offices and their attorneys
- We estimate that we will send approximately 250,000 messages to ~50,000 defendants in the first year
- Provide $50,000 worth of transportation services per year over a 2-year period.
- Develop a real-time data dashboard for Dallas County including FTA rates, potential causes of FTAs and cost savings associated with FTA rate improvement

Cost of Service

Uptrust will engage with Dallas County and its affiliates to conduct work under three different contracts.

First, to provide for automatic outreach and communication on behalf of the county and attorneys, Uptrust will complete integrations with several different stakeholders. Uptrust usually charges a onetime fee of $20,000 per integration. However, since Uptrust will be conducting two separate integrations at the same time, it will discount its rate by 50% and charge $10,000 for each integration for a total integration / set up / customization fee of $20,000.

Second, Uptrust will provide its software platform to the Dallas County Public Defender. Uptrust charges $2 per client for its 2-way communication system. Based on an estimated 24,000 clients, Uptrust would charge the Public Defender’s Office ~$48,000 per year ongoing.

Third, to provide 1-way reminders to non-Public defender clients and to alert these indigent clients when their attorney has been appointed (and provide the attorney’s contact information), Uptrust will provide services to the County. Uptrust will charge $1 per client to remind all non-public defender clients of court and to connect them to their appointed counsel. Uptrust will also provide carrier checks on these clients. Based on an estimated 23,000 clients, Uptrust would charge the County ~$23,000 per year for this service ongoing.

**Uptrust will provide $100,000 in transportation credits** to Public Defender Clients over 2-years.
Goals of this Program

Engaging Uptrust would permit the following:

1) Decrease the FTA rate in Dallas County, lowering the # of people sent to jail for technical violations
2) Dramatically improve the efficiency of criminal justice proceedings; when 20% of people FTA, judges, clerks, prosecutors, and defense attorneys all lose
3) Save attorneys time; public defenders spend approximately 1 hour per night providing client outreach. Using Uptrust we’ll be able to allocate time more effectively to client cases
4) Develop a potential pilot for probation and reentry; Uptrust’s services could also be helpful in eliminating technical violations for probation / parole, a leading cause of revocations

Estimated Impact

Based on Uptrust’s experience around the country, FTA rates generally range from 10% to 25%. Critical to the continued funding of this program is proving that it eliminates FTAs and saves Dallas taxpayers money.

Beyond the immense social impact of keeping people out of jail, we estimate that this grant will save counties several million dollars, by eliminating several thousand nights in jail as well as other associated costs of an FTA. While some researchers have estimated the cost of an FTA at $1,000 per occurrence, we have estimated the average cost of an FTA at ~$700.1

An illustrative analysis of savings can be found below. We estimate the return on investment can be 40x in Year 1 and for each year thereafter. Note, these numbers are illustrative in nature and will be amended when we receive case # totals and FTA rates for Dallas County.

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### Dallas FTA Savings Estimates with Uptrust

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated # of cases</td>
<td>48,000</td>
</tr>
<tr>
<td>Est. FTA Rate of Public Defender Clients</td>
<td>18%</td>
</tr>
<tr>
<td>Est. # of Bench Warrants Issued</td>
<td>8,640</td>
</tr>
<tr>
<td>Est. FTA Rate with Uptrust</td>
<td>9% (Uptrust estimate based on past performance)</td>
</tr>
<tr>
<td>Est. # of Bench Warrants Issued</td>
<td>4,320</td>
</tr>
<tr>
<td>Improvement in Bench Warrants Issued</td>
<td>4,320</td>
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<tr>
<td>Cost per Bench Warrant</td>
<td>$766</td>
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<tr>
<td>Current cost of FTAs to Dallas County Taxpayers</td>
<td>$6,619,104</td>
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<tr>
<td>Cost to Taxpayers with Uptrust</td>
<td>$3,309,552</td>
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<tr>
<td>Cost Savings from Decreasing FTA Rate</td>
<td>$3,309,552</td>
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#### Cost of Uptrust in Year 1:

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<tbody>
<tr>
<td>1-time integration cost for County</td>
<td>$20,000</td>
</tr>
<tr>
<td>Licenses &amp; Maintenance fees for the Public Defender ($2 per client)</td>
<td>$48,960</td>
</tr>
<tr>
<td>Licenses &amp; Maintenance fees for non Public Defender Clients ($1 per client)</td>
<td>$23,520</td>
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<tr>
<td>Total Cost of Uptrust in Year 1</td>
<td>$68,960</td>
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<tr>
<td>Return on Investment</td>
<td>48.0x</td>
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<tr>
<td>Est. Net Cost Savings from Uptrust</td>
<td>$3,240,592</td>
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#### Ongoing Cost of Uptrust in Year 2 and beyond

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<tr>
<td>Licenses &amp; Maintenance</td>
<td>$72,480</td>
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<tr>
<td>Return on Investment</td>
<td>45.7x</td>
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<tr>
<td>Est. Net Cost Savings from Uptrust</td>
<td>$3,237,072</td>
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#### Five-Year Cost of Uptrust

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<tr>
<td>Five-Year Cost of Uptrust</td>
<td>$382,400</td>
</tr>
<tr>
<td>Five-Year Cost Savings by Lowering FTA rate from 15% to 7%</td>
<td>$16,547,760</td>
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<tr>
<td>Five-Year Net Cost Savings</td>
<td>$16,188,880</td>
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<tr>
<td>Return on Investment</td>
<td>42.3x</td>
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</tbody>
</table>

### Draft: How to calculate bench warrant cost:

- **1-night of personal services in jail (food, staff, etc.)** $90
- **Transportation Costs** $15
- **Booking costs** $265
  - 1-hour of judge time $125
  - 1-hour of clerk time $39
  - 1-hour of bailiff time $79
  - 1-hour of court overhead $23
  - 1-hour of Prosecutor time $80
  - 1-hour of Public Defender time $50
- **Court inefficiency** $396
- **Total Cost per FTA** $766

The above excludes social costs, such as inability for parents to provide for children, increased likelihood of future incarceration, and more.

Note: figures taken from county auditor

Note: Other estimates taken from Block & Twist FTA Cost Analysis from 1997 and University of Texas at Dallas 2013 Report by Robert Morris.
SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into by and between Uptrust, Inc., a Delaware Public Benefit Corporation ("Service Provider") with an office at 1 Sutter Street, Suite 350, San Francisco, California 94104, and Dallas County, Texas a political subdivision of the State of Texas on behalf of the Dallas County Public Defender (collectively, "County") with an address of 133 North Riverfront Blvd. Suite C-1, LB 2, Dallas, Texas 75207 (each, a "Party"; collectively, the "Parties"), and is effective on ________________, 2020 (the "Effective Date").

Recitals:

WHEREAS, the County wishes to have Service Provider supply to the County certain Services as defined and set out in Exhibit A; and

NOW THEREFORE, in consideration of the foregoing and the mutual promises set forth below, the Parties agree as follows:

Section 1. Services. The Service Provider will provide the County with the Services as outlined in this Agreement and Exhibit A and in accordance with the terms and conditions of this Agreement “Exhibit A”.

Section 2. Payment; Suspension or Termination of Services. Monthly charges will be invoiced at the beginning of each month in which the Services are to be provided and payment is due in thirty days of receipt of invoice. The County will have the opportunity to pay for 12-months of service upfront in accordance with Exhibit A. In addition to any other remedies it may have, Service Provider shall have the right to suspend the performance of Services, or to terminate this Agreement, if County fails to make payment within the time permitted for doing so under this Agreement. Service Provider agrees that a temporary delay in making payments due to the County’s accounting and disbursement procedures shall not place the County in default of this Agreement and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) calendar days after its due date. Any payment not made within thirty (30) calendar days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

Section 3. Term/Termination.

3.1 Term. The term of this Agreement will begin on the Effective Date as defined herein and will continue for twelve (12) months unless terminated earlier in accordance with this Agreement. (“Term”) This Agreement may be renewed under the same terms and conditions for up to one (1) additional one (1) year term (“Renewal Term”).

3.2 Termination for breach. Without prejudice to any other remedy to which the parties may be entitled to at law or in equity, or elsewhere under this Agreement, either Party may terminate this Agreement if the other Party breaches any of its terms of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice specifying the breach.
3.3 Termination by County. The County reserves the right to terminate this Agreement immediately, in whole or in part, at its sole discretion, without prejudice to any other remedy to which the County may be entitled to at law or in equity, or elsewhere under this Agreement for the following:

A. In accordance with Section 10 G (Fiscal Funding);

B. Non-performance by Service Provider;

C. If Service Provider becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency;

D. Service Provider’s inability to perform under this Contract due to judicial order, injunction or any other court proceeding;

E. Service Provider breaches any terms of conditions of Section 10 of this Agreement; or

F. Any combination of the above.

3.4 If Service Provider is in breach of this Agreement and such breach results in termination of this Agreement by the County, the County will be entitled to receive a refund of all fees paid for all terminated services under this Agreement. The refund will be pro-rated based on the time remaining under the Term or Renewal Term for each terminated service listed in Exhibit A. Nothing in this provision precludes the County from seeking any other remedy to which it may be entitled to at law or in equity.

Section 4. Warranties.

4.1 Service Provider represents and warrants that during the Term of this Agreement (i) the Services provided under this Agreement will perform materially in accordance with the specifications and requirements of this Agreement and all attached exhibits; (ii) the software associated with the Services will not contain any malicious code at the time of delivery to the County; (iii) Service Provider owns the rights in the software associated with the Services to grant to the County the rights to use the software granted herein; and (iv) to its knowledge, the software does not infringe any intellectual property rights of any third party.

4.2 In the event of a breach during the applicable warranty period of one or more of the warranties set forth in Section 4.1, Service Provider shall use reasonable commercial efforts to correct such breach of the warranty. If Service Provider is unable to remedy the breach of warranty within a reasonable time as determined by the County, the County may terminate this Agreement immediately in accordance with Section 3.3 and Service Provider shall refund the pro-rated purchase price of the Services provided under this Agreement.

Section 5. INDEMNIFICATION.
5.1 THE SERVICE PROVIDER INCLUDING ITS ASSIGNS, SUBCONTRACTORS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES (COLLECTIVELY, “INDEMNITOR”) SHALL FOREVER PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY INCLUDING ITS COMMISSIONERS, ELECTED OFFICIALS, APPOINTED OFFICIALS, ASSIGNS, SUBCONTRACTORS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES (COLLECTIVELY, “INDEMNITEES”) FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, LOSS AND EXPENSES INCLUDING ATTORNEY’S FEES, OF WHATSOEVER NATURE, CHARACTER, OR DESCRIPTION THAT ANY PERSON OR ENTITY HAS OR MAY HAVE ARISING FROM OR ON ACCOUNT OF ANY INJURIES OR DAMAGES (INCLUDING BUT NOT LIMITED TO DEATH) RECEIVED OR SUSTAINED BY ANY PERSON, PERSONS, OR PROPERTY, ON ACCOUNT OF, ARISING OUT OF, OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK OR SERVICES, INCLUDING WITHOUT LIMITATION THE GENERALITY OF THE FOREGOING, ANY NEGLIGENT ACT OR OMISSION OF THE INDEMNITOR IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. INDEMNITOR FURTHER AGREES TO PROTECT, INDEMNIFY, DEFEND AND HOLD INDEMNITEES HARMLESS AGAINST AND FROM ANY AND ALL CLAIMS AND AGAINST AND FROM ANY AND ALL LOSS, COST, DAMAGE, JUDGMENTS OR EXPENSE, INCLUDING ATTORNEY’S FEES ARISING OUT OF THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT OR ANY FAILURE OF INDEMNITOR IN ANY RESPECT TO COMPLY WITH AND PERFORM ALL THE REQUIREMENTS AND PROVISIONS HEREOF.

5.2. INTELLECTUAL PROPERTY INFRINGEMENT

TO THE FULLEST EXTENT AUTHORIZED BY LAW, SERVICE PROVIDER INCLUDING ITS ASSIGNS, SUBCONTRACTORS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES (COLLECTIVELY “INDEMNITOR”) SHALL DEFEND, INDEMNIFY AND HOLD THE COUNTY, ITS COMMISSIONERS, JUDGE, ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (COLLECTIVELY “INDEMNITEE”) HARMLESS AGAINST ANY LOSS, DAMAGE OR COSTS (INCLUDING REASONABLE LEGAL FEES) INCURRED IN CONNECTION WITH CLAIMS, DEMANDS, SUITS, OR PROCEEDINGS MADE OR BROUGHT AGAINST THE COUNTY TO THE EXTENT THAT IT IS BASED UPON A CLAIM THAT THE USE OF THE SERVICES PROVIDED UNDER THIS AGREEMENT INFRINGES OR MISAPPROPRIATES ANY PATENT, U.S. COPYRIGHT, INTELLECTUAL PROPERTY RIGHT, TRADE SECRET, OR VIOLATES ANY OTHER CONTRACT, LICENSE, GRANT, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY (EACH AN “INFRINGEMENT CLAIM”); PROVIDED, THAT THE INDEMNITEE (A) PROMPTLY GIVES WRITTEN NOTICE OF THE INFRINGEMENT CLAIM TO INDEMNITOR; (B) GIVES INDEMNITOR SOLE CONTROL OF THE DEFENSE AND SETTLEMENT OF THE INFRINGEMENT CLAIM (PROVIDED THAT INDEMNITOR MAY NOT SETTLE OR DEFEND ANY INFRINGEMENT CLAIM UNLESS IT UNCONDITIONALLY RELEASES THE INDEMNITEE OF ALL LIABILITY); AND (C) WITHOUT WAIVING ANY RIGHTS UNDER SOVEREIGN IMMUNITY PROVIDES TO INDEMNITOR ALL REASONABLE ASSISTANCE AND INFORMATION.

5.3. IF (A) INDEMNITOR BECOMES AWARE OF AN ACTUAL OR POTENTIAL INFRINGEMENT CLAIM, OR (B) THE INDEMNITEE PROVIDES INDEMNITOR WITH NOTICE OF AN ACTUAL OR POTENTIAL INFRINGEMENT CLAIM, INDEMNITOR MAY (OR IN THE CASE OF AN INJUNCTION AGAINST THE INDEMNITEE, SHALL), AT INDEMNITOR’S SOLE OPTION AND DETERMINATION: (I) PROCURE FOR THE INDEMNITEE THE RIGHT TO CONTINUE TO USE THE SERVICES; OR (II) REPLACE OR MODIFY THE
SERVICES WITH EQUIVALENT OR BETTER SERVICES SO THAT THE INDEMNITEE’S USE IS NO LONGER INFRINGING; OR (III) IF (I) AND (II) ARE NOT COMMERCIAL REASONABLE, AS DETERMINED BY INDEMNITOR IN ITS SOLE DISCRETION, TERMINATE THE LICENSE(S) FOR SUCH SERVICES AND REFUND TO THE COUNTY THAT PORTION OF ANY PREPAID SUBSCRIPTION FEES THAT IS APPLICABLE TO THE PERIOD FOLLOWING THE TERMINATION OF THE SERVICES SUBSCRIPTION PURSUANT TO THIS SECTION 5, LESS ANY OUTSTANDING MONEYS OWED ON SUCH AFFECTED PORTION OF THE SERVICES.

5.4. THE INDEMNITY IN THIS SECTION DOES NOT EXTEND TO (1) ANY INFRINGEMENT CLAIM BASED UPON INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT BY THE COMBINATION OF THE SERVICES FURNISHED BY WITH OTHER PRODUCTS, SOFTWARE OR SERVICES NOT PROVIDED OR APPROVED BY INDEMNITOR, OTHER THAN SOFTWARE DESIGNED BY INDEMNITOR WITH CERTAIN COMMERCIAL HARDWARE OR OTHER COMMERCIALLY AVAILABLE SOFTWARE, IF SUCH INFRINGEMENT WOULD HAVE BEEN AVOIDED BUT FOR SUCH COMBINATION; (2) ANY INFRINGEMENT CLAIM RELATED TO OR IN CONNECTION WITH ANY MODIFICATION OF THE SOFTWARE BY ANYONE OTHER THAN INDEMNITOR IF SUCH INFRINGEMENT WOULD HAVE BEEN AVOIDED BUT FOR SUCH COMBINATION; (3) ANY INFRINGEMENT CLAIM IN RESPECT TO ANY VERSION OF THE SERVICES OTHER THAN THE MOST CURRENT VERSION; OR (4) ANY USE, DISTRIBUTION, SUBLICENSING OR EXERCISE OF ANY OTHER RIGHT OUTSIDE THE SCOPE OF THE LICENSES GRANTED IN THIS AGREEMENT.

5.5. SECTIONS 5.2 THROUGH 5.5 CONTAINS SERVICE PROVIDER’S ENTIRE LIABILITY, AND THE COUNTY’S SOLE AND EXCLUSIVE REMEDIES, FOR INFRINGEMENT CLAIMS.

5.6 APPROVAL AND ACCEPTANCE OF SERVICE PROVIDER’S SERVICES BY COUNTY SHALL NOT CONSTITUTE NOR BE DEEMED A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF SERVICE PROVIDER FOR THE ACCURACY AND COMPETENCY OF THEIR SERVICES; NOR SHALL SUCH APPROVAL AND ACCEPTANCE BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY BY THE COUNTY FOR ANY DEFECT, ERROR OR OMISSION IN THE SERVICES PERFORMED BY SERVICE PROVIDER IN THIS REGARD. SERVICE PROVIDER SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY THE COUNTY FOR DAMAGES RESULTING FROM SUCH DEFECTS, ERRORS OR OMISSIONS. THE COUNTY SHALL ALSO NOT BE LIABLE FOR THE ACCURACY OR ANY UNAUTHORIZED OR UNINTENDED CHANGES TO THE ORIGINAL INFORMATION AFTER IT HAS BEEN TRANSMITTED TO SERVICE PROVIDER.

5.7 COUNTY INDEMNIFICATION. NO INDEMNIFICATION BY DALLAS COUNTY. SERVICE PROVIDER ACKNOWLEDGES AND AGREES THAT DALLAS COUNTY IS PROHIBITED BY ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION FROM INDEMNIFYING IT OR ANY OTHER THIRD PARTY FOR DAMAGES ARISING UNDER THIS AGREEMENT.

5.8 THIS SECTION 5 SHALL SURVIVE TERMINATION, EXPIRATION OR CANCELLATION OF THIS AGREEMENT OR ANY DETERMINATION THAT THIS AGREEMENT OR ANY PORTION HEREOF IS VOID, VOIDABLE, INVALID OR UNENFORCEABLE.
Section 6: NOTICE

Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

Dallas County:

Dallas County Public Defender's Office
133 North Riverfront Blvd
Dallas, TX 75207
Attention: Lynn Richardson

W/ copy to:
Dallas County
411 Elm Street
Dallas, TX 75202
Attention: Judge Clay Jenkins

Service Provider:
Uptrust
1 Sutter Street, Suite 350
San Francisco, CA 94104
Attention: Jacob Sills

Section 7. Insurance.

A. Without limiting any of the other obligations or liabilities of the Service Provider and each of its subcontractors, Service Provider agrees that it will have and maintain, and will require its subcontractors to have and maintain, at own expense, in full force and effect minimum insurance for themselves, including their officers, employees, agents, representatives, volunteers and subcontractors (collectively, “Service Provider”) with companies approved by the State of Texas and satisfactory to the County.

B. As a condition precedent to commencement of any work, within ten (10) calendar days after the Effective Date of this Agreement, Service Provider shall furnish to the Dallas County Director of Purchasing (at the same address given below under this Insurance heading) the following minimum insurance coverage that show the County as the certificate holder and covers the period of the Term of this Agreement and any Renewal Term:

1) Statutory Workers’ Compensation Insurance
   a. Workers’ compensation insurance that meets the requirements of the Texas Workers’
Compensation Act, Title 5, Subtitle A of the Texas Labor Code and the Texas Department of Insurance: Workers Compensation Commission (“TWCC”) Rules, or if self‐insured then Service Provider must provide to County evidence of a certificate issued by the Workers’ Compensation Commission approving such self‐insurance. If Service Provider has no employee (as defined by the Texas Workers’ Compensation Act), Service Provider shall provide County with a sworn Affidavit in lieu of a Certificate of Insurance, which Affidavit shall be attached and incorporated into this Agreement by reference for all purposes, and which shall state that there is no employee. In the event that any work is subcontracted, Service Provider shall require the subcontractors to similarly provide Workers’ Compensation Insurance for all of the subcontractors’ employees, unless the Service Provider affords such employees protection. Service Provider shall bear the burden of all workers’ compensation coverage for all of its subcontractors and subcontractors’ employees who do not have workers’ compensation coverage. Service Provider also represents that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with an appropriate insurance carrier, or in the case of self insurance with the Texas Department of Insurance: Workers’ Compensation Division. Providing false or misleading information may subject Service provider to administrative penalties, criminal penalties, civil penalties or other civil actions.

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<th>Types of Coverage</th>
<th>Limits of Liability</th>
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<td>Workers’ Compensation</td>
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<td>Employer’s Liability</td>
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<td>Bodily injury by Accident</td>
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<td>Bodily injury by Disease</td>
<td>$1,000,000.00 Each Employee</td>
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<tr>
<td>Bodily injury by Disease</td>
<td>$1,000,000.00 Policy Limit</td>
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2) Professional Liability Insurance or Errors and Omissions Insurance. Service Provider shall indemnify County for damages resulting from defects, errors or omissions and shall secure, pay for and maintain in full force and effect during the Term of this Agreement and any Renewal Term and thereafter for an additional five (5) years from the date of termination or expiration of this Agreement or any Renewal Term, sufficient errors and omissions insurance in a minimum amount of Two Million and 00/100 Dollars ($2,000,000.00) per occurrence with a general aggregate of Six Million Dollars and 00/100 ($6,000,000.00). The Service Provider shall Certificates of insurance evidencing such coverage are to be provided to the County.

3) Commercial General Liability Insurance, including Contractual Liability Insurance. Service Provider shall maintain Commercial General Liability Insurance coverage for the following: (a) Contractual liability; (b) Personal injury; and (c) Broad form property damage, to include fire legal liability. Such insurance shall carry a limit not less than One Million Dollars and 00/100 ($1,000,000.00) coverage per occurrence with a general aggregate of Two Million Dollars and 00/100 ($2,000,000.00). There shall not be any policy exclusion or limitations for personal injury, advertising liability, medical
payments, fire damage, legal liability, broad form property damage, and/or liability for independent contractors and volunteers, or such additional coverage or increase in limits, including those contained within any bid specifications.

4) Commercial Automobile Liability Insurance. Prior to using or causing to be used a motor vehicle other than a vehicle for hire (i.e. cab), Service Provider shall furnish to the County a certificate showing commercial automobile liability insurance covering all owned, hired and non-owned vehicles (excluding cabs) used in connection with the services performed under this Agreement, with the minimum limits of One Million and 00/100 Dollars ($1,000,000.00) each person and One Million and 00/100 Dollars ($1,000,000.00) each accident for bodily injury and One Million and 00/100 Dollars ($1,000,000.00) each occurrence for property damage or a combined single limit for bodily injury and property damage liability in a minimum amount of Two Million and 00/100 Dollars ($1,000,000.00).

5) Cyber Security liability insurance. Service Provider shall maintain Cyber Security Liability Insurance for the following: (a) Unauthorized or unintended disclosure of Confidential Information; (b) ransomware or malware attack; and (c) virus attack. Such insurance shall carry a limit of not less than Five Million and 00/100 Dollars ($5,000,000.00) coverage per occurrence.”

C. Service Provider agrees that, with respect to the above referenced insurance, all insurance contracts/policies will contain the following required provisions:

1) Name County, its elected and appointed officials, employees and agents acting on its behalf as additional insureds (as the interest of each insured may appear) as to all applicable coverage.

2) This insurance shall not be cancelled, limited in scope or coverage or non-renewed until after forty-five (45) calendar days prior written notice, or ten (10) calendar days for non-payment of premium, has been given by the insurance company to the County.

3) Provide for an endorsement that the “other insurance” clause shall not apply to the County where the County is an additional insured on the policy.

4) Provide for notice to the County to the person and at the address shown below by certified mail, return receipt requested, and full postage paid, sent to:

Dallas County Director of Purchasing

900 Jackson St., 6th Floor, Suite 680

Dallas, Texas 75202

5) Service Provider agrees to waive subrogation, and each applicable policy of insurance shall state a waiver of subrogation, against County, including its elected officials, officers, employees, volunteers, agents and representatives, for injuries, including death, property damage and/or any other loss.
D. Service Provider shall be solely responsible for all cost of any insurance as required here, any and all deductible amount or self-insured amount, which in no event shall exceed ten percent (10%) of the amount insured and in the event that an insurance company should deny coverage.

E. It is the intent of these requirements and provisions that Service Provider’s insurance covers all cost and expense so that the County, including its elected officials, officers, employees, volunteers, agents and representatives will not sustain any expense, cost, liability or financial risk as a result of the performance of services under this Agreement.

F. Insurance certificates. The certificates of insurance shall list Dallas County as the certificate holder. Any and all copies of Certificates of Insurance shall reference this Agreement. All insurance policies or duly executed certificates for the same required to be carried by Service Provider under this Agreement, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the Dallas County Director of Purchasing located at the 900 Jackson St., 6th Floor, Suite 680 Dallas, Texas 75202 within ten (10) calendar days of execution and/or renewal of this Agreement and upon renewals and/or material changes of such policies, but not less than fifteen (15) calendar days prior to the expiration of the term of such coverage, or such non-delivery shall constitute a default of this Agreement subject to immediate termination at County’s sole discretion.

G. All insurance coverage shall be on a per occurrence basis or on a per claim basis if Service Provider provides for five (5) year tail coverage, unless specifically approved in writing and executed by the County’s Director of Purchasing and Risk Manager.

H. All insurance required to be carried by Service Provider and/or subcontractors under this Agreement shall be acceptable to the County in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance by County shall not relieve or decrease the liability of the Service Provider.

I. Minimum insurance is a condition precedent to any work performed under this Agreement and for the entire Term of this Agreement, or any Renewal Term. In addition to any and all other remedies County may have upon Service Provider’s failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, County shall have the right to:

1) Order Service Provider to stop any Services provided under this Agreement;

2) Withhold any payment(s), which become due to Service Provider until Service Provider demonstrates compliance with the requirements and assurance and proof acceptable to County that there is no liability to County for failure to provide such required insurance;

3) At its sole discretion, declare a material breach of this Agreement, which, at County’s discretion, may result in:
a) termination of this Agreement;

b) the right of the County to complete this Agreement by contracting with another vendor. Service provider will be fully liable for the difference between this Agreement price and the price paid to contract with another vendor which is payable to County by Service Provider on demand; or

c) any combination of the above;

4) Or any combination of the above.

J. Approval, disapproval or failure to act by the County regarding any insurance supplied by Service provider shall not relieve Service provider of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the Service Provider from liability.

K. Acceptance of the services, or failure to act by County shall not constitute nor be deemed a release of the responsibility and liability of Service Provider, its employees, associates, agents or subcontractors for the accuracy and competency of their services; nor shall such acceptance be deemed an assumption of responsibility or liability by County for any defect in the services performed by Service Provider, its employees, subcontractors, and agents.

L. Nothing herein contained shall be construed as limiting in any way the extent to which Service provider may be held responsible for payments of damages to persons or property resulting from Service Provider’s or its subcontractor’s performance of the work covered under this Agreement.

M. Survival. The provisions of this Section shall survive termination or expiration of this Agreement or any determination that this Agreement or any portion hereof is void, voidable, invalid or unenforceable.

N. Insurance Lapse. If Service Provider fails to maintain the insurance required under this Agreement continuously at all times during the period stated in this Agreement, or otherwise has a lapse in any of the required insurance coverage, including workers’ compensation coverage, Service Provider shall reimburse the County for any and all costs, including attorney’s fees incurred by the County in curing said default. In the event of any insurance lapse, the County shall retain five percent (5%) of the value of the total Agreement Sum for a period of six (6) months from the date of the cure of the insurance lapse or the date the Agreement has ended, whichever is later, to cover the County’s potential exposure to liability during the period of the insurance lapse. The five percent (5%) retainage shall be immediately deducted from any monies due to Service Provider by the County under this Agreement and held by the County for a period of six (6) months from the date of the cure of the insurance lapse or a period of six (6) months from the date this Agreement has terminated, expired, or otherwise ended, whichever is later. If no claims is received by or lawsuits filed against the County for any applicable matters, accidents or injuries that occurred during the lapse of insurance, the retainage shall be promptly returned to the Service Provider upon written request. Notwithstanding the foregoing, in the event a claim is received by or lawsuit is filed against the County for applicable matters, accidents, or injuries that occurred during
Service Provider’s insurance lapse, the County shall use the retainage to defend, pay costs of defense, or settle any and all such claims, lawsuits, or judgments, with any and all amounts in excess of the retainage to be paid by Service Provider upon written demand by the County.

**Section 8. CONFIDENTIAL INFORMATION, OWNERSHIP OF DATA, AND DATA PROTECTION.**

8.1 “County Data” means any data, text, audio, video, images, information, Confidential Information, documents, or other information uploaded, entered, or otherwise disseminated by the County to the Service Provider for the services provided under this Agreement.

8.2 “Confidential Information” means information designated as confidential or which would be recognized as confidential by a reasonable person from its nature and the circumstances surrounding its disclosure. Confidential Information includes, without limiting the generality of the foregoing, County Data as defined in Section 8.1, County Software, and information: (1) relating to the Disclosing Party’s current or planned software (whether in object code or source code form) or hardware products or services, technical and non-technical information, formulae, tools, patterns, compilations, programs, devices, techniques, drawings, methodologies and processes; (2) relating to Disclosing Party’s business, policies, strategies, operations, finances, plans or opportunities, including the identity of, or particulars about, the County’s clients, customers or service providers; (3) marked or otherwise identified as confidential, restricted, secret or proprietary, including, without limiting the generality of the foregoing, information acquired by inspection or oral disclosure provided such information was identified as confidential at the time of disclosure or inspection; (4) financial/operating risk patterns and specific audit sample techniques of County; or (5) recognized by statute as confidential. The designation of material as ‘Confidential Information,’ however, may not necessarily guarantee the non-release of the documents or information under the Texas Public Information Act or otherwise required by law.

8.3 **Ownership of County Data.** All County Data shall remain the property of County. County Data shall not be otherwise used, disclosed sold, assigned, leased or provided, or commercially exploited by or on behalf of the Service Provider and its personnel, including, without limitation, employees, officers, agents, subcontractors, invitees, third party vendors, or assigns (collectively, “Service Provider”), to any third party in any respect without County’s written consent. Service Provider shall not delete or destroy any County Data or media on which County Data resides without prior written authorization of the County. At no cost to County, Contractor shall upon request promptly return to County, in the format and on the media in use as of the date of the request, any and all requested portion of any County Data it may possess or control.
8.4 Exceptions. Neither Party shall disclose Confidential Information acquired in the course of the performance of the Services under this Agreement, unless authorized by law or approved by the Disclosing Party.

8.5 Use of Confidential Information. During the Term of this Agreement, the Receiving Party may: (1) disclose Confidential Information received from the Disclosing Party only to its employees, agents, officers, directors, attorneys, and subcontractors who have a need to know such information exclusively for the purpose of performing pursuant to this Agreement and who have executed a nondisclosure agreement containing provisions no less restrictive than those contained herein, or who are subject to other equivalent means to ensure confidentiality; (2) reproduce the Confidential Information received from the Disclosing Party only as required to perform pursuant to this Agreement; and (3) disclose Confidential Information as required by law, provided the Receiving Party gives the Disclosing Party prompt notice prior to such disclosure to allow the Disclosing Party to make a reasonable effort to obtain a protective order or otherwise protect the confidentiality of such information. Except as otherwise specifically provided in this Agreement, the Receiving Party shall not during the Initial Term, Renewal term, and after expiration or earlier termination of this Agreement: (1) disclose, in whole or in part, any Confidential Information received directly or indirectly from the Disclosing Party; or (2) sell, rent, lease, transfer, encumber, pledge, reproduce, publish, market, transmit, translate, modify, reverse engineer, compile, disassemble or otherwise use the Confidential Information in whole or in part.

8.6 Care. The Parties shall exercise the same care in preventing unauthorized disclosure or use of the Confidential Information that it takes to protect its own information of a similar nature, but in no event less than reasonable care. The Parties agree to safeguard and adhere to all confidentiality, privacy and security requirements according to this Agreement and the applicable federal, State and local rule and regulations for all information deemed confidential.

8.7 Disaster Recovery. Service Provider shall have in effect a written Disaster Recovery Plan to protect all County Data and information under this Agreement for the security, retrieval and recovery of such data and information in the event of a disaster.

8.8 Return of Confidential Information. Immediately upon the County’s request, and at the expiration or earlier termination of this Agreement or any other Renewal Term, the Service Provider shall return or destroy all materials containing Confidential Information, including without limitation, all originals, copies, reproductions and summaries, and all copies of Confidential Information present on magnetic media, optical disk, volatile memory or other storage device, in a manner that assures the Confidential Information is rendered unrecoverable.

8.9 Security. Service Provider will comply with the security procedures that are in effect during the Term of this Agreement or any Renewal Term for the security of County’s facilities and County Data. In the
event that Service Provider personnel may have the ability to defeat systems security provisions on
devices containing related and unrelated Confidential Information or data, Service Provider covenants
that it shall not access such Confidential Information or data or assert waiver of these confidentiality
requirements by virtue of Service Provider’s access.

8.10 Survival. The provisions of this Section 8 shall survive termination or expiration of this Agreement
or any determination that this Agreement or any portion hereof is void, voidable, invalid or
unenforceable.

Section 9. Grant of License. Subject to the terms and conditions of this Agreement, Service Provider
hereby grants the County a non-exclusive, non-perpetual, non-transferable license to use the Services
and associated software provided under this Agreement. Title to the Service Provider’s software and all
copies thereof shall be and remain in Service Provider, and no title to or ownership of the Service
Provider’s software or any portion thereof is conveyed or transferred to the County.

Section 10 - OTHER PROVISIONS

A. Entire Agreement and Amendment. This Agreement, including any Exhibits and Attachments,
constitutes the entire agreement between the parties and supersedes any other agreements concerning
the subject matter of this transaction, whether oral or written. No modification, amendment, novation,
renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing
and executed by the Parties. Any alterations, additions, or deletions to the terms of this Agreement
which are required by changes in federal or state law or regulations are automatically incorporated into
this Agreement without written amendment hereto and shall become effective on the date designated
by such law or regulation.

B. Counterparts, number/gender and headings. This Agreement may be executed in multiple
counterparts, each of which shall be deemed an original, but all of which shall constitute one and the
same instrument. Words of any gender used in this Agreement shall be held and construed to include
any other gender. Any words in the singular shall include the plural and vice versa, unless the context
clearly requires otherwise. Headings are for the convenience of reference only and shall not be
considered in any interpretation of this Agreement.

C. Severability. If any provision of this Agreement is construed to be illegal, invalid, void or
unenforceable, this construction will not affect the legality or validity of any of the remaining provisions.
The unenforceable or illegal provision will be deemed stricken and deleted, but the remaining provisions
shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

D. Default/cumulative rights/mitigation. It is not a waiver of default if the non-defaulting party
fails to declare a default or delays in taking any action. Waiver of any term, covenant, condition or
violation of this Agreement shall not be deemed or construed a waiver unless made in authorized written
instrument, nor shall such waiver be deemed or construed a waiver of any other violation or breach of
any of the terms, provisions, and covenants herein contained. The rights and remedies provided by this
Agreement are cumulative, and either party’s use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. Service Provider has a duty to mitigate damages.

E. SOVEREIGN IMMUNITY. This Agreement is expressly made subject to the County’s Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code and all applicable State and federal laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that the County has by operation of law, or otherwise. Nothing in this Agreement is intended to benefit any third-party beneficiary.

F. Compliance with laws and venue. In providing Services required by this Agreement, Service Provider must observe and comply with all licenses, legal certifications, or inspections required for the Services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and venue shall lie exclusively in State and Federal Courts in Dallas County, Texas.

G. Fiscal Funding Clause. Notwithstanding any provisions contained in this Agreement, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the Term of this Agreement and any pertinent extensions. Service provider shall have no right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to Service Provider at the earliest possible time prior to the end of its fiscal year.

H. Force Majeure. Neither Party shall be in default or responsible for delays or failures in performance resulting from causes beyond its control. Such causes include but are not limited to acts of God, fire, storm, flood, earthquake, natural disaster, nuclear accident, strike, air traffic disruption, lockout, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any Party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Agreement as soon as practicable. The date of delivery or of performance shall be extended for at least a minimum time period equal to the time lost by reason of the delay.
I. **Contra Proferentum.** The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the party who drafted the Agreement and such party shall not be responsible for the language used.

J. **Assignment.** Neither Party may transfer or assign its interest in this Agreement without prior written consent of the non-assigning Party. County approval to transfer or assign Service Provider’s interest in this Agreement is subject to formal approval by the Dallas County Commissioners Court.

K. **Continuing Obligations.** All obligations of this Agreement which expressly or by their nature survive the expiration, termination or transfer of this Agreement shall continue in full force and effect after and notwithstanding its expiration, termination or transfer until such are satisfied in full or by their nature expire.

L. **Relationship of Parties.** Service Provider, including its agents, students or employees, is an independent contractor and not an agent, servant, joint enterpriser, joint venturer, or employee of the County, and is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents, students or employees in conjunction with the performance of Services covered under this Agreement. Service Provider represents that it has, or will secure at its own expense, all personnel and consultants required in performing the Services herein. Such personnel and consultants shall not be employees of or have any contractual relationship with the County.

M. **Subcontracting.** Service Provider may not enter into agreements with subcontractors for delivery of the designated Services outlined in this Agreement without prior written consent of the County, which consent shall not be unreasonably withheld. The costs of all subcontracted Services are included in the fees paid herein. Subcontracts, if any, entered into by Service Provider will be in writing and subject to all requirements herein. Service Provider agrees that it will solely be responsible to County for the performance of this Agreement. Service Provider shall pay all subcontractors in a timely manner. County shall have the right to prohibit Service Provider from using any subcontractor.

N. **Chapter 2270 Assurances.** Pursuant to Chapter 2270 of the Texas Government Code and applicable Federal law, Service Provider by executing this Agreement verifies and assures that it does not boycott Israel and shall not boycott Israel during the Initial Term or any Renewal Period of this Agreement.

O. **Title VI Non-Discrimination.** Service Provider agrees to comply with the respective Title VI assurances contained in “Exhibit B” attached hereto and incorporated herein by reference for all purposes.

P. **Form 1295 Compliance.** Service Provider acknowledges and agrees that they have fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and have acknowledged the completeness of this disclosure by filing the Form 1295, with the Texas Ethics Commission as required by law.

Q. **Binding Effect.** This Agreement and the respective rights and obligations of the parties hereto
shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

R. Signatory Warranty. Service Provider and County represent that each has the full right, power and authority to enter and perform this Agreement in accordance with all of the terms and conditions herein, and that the execution and delivery of this Agreement is made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date as defined herein.

Service Provider: County:

By: __________________________ By: __________________________
   (Signature)          (Signature)

Name: Jacob Sills             Name: Clay Jenkins

Title: CEO                    Title: Dallas County Judge

Date: _______________          Date: _______________

Recommended:

____________________________________
By: Lynn Richardson
Chief Public Defender
Dallas County Public Defender’s Office

APPROVED AS TO FORM*:

JOHN CREUZOT
DALLAS COUNTY
CRIMINAL DISTRICT ATTORNEY

RUSSELL RODEN
CHIEF, CIVIL DIVISION

BY: ________________________________
   James R. Palomo
   Assistant District Attorney

*By law, the District Attorney’s Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).
Exhibit A - SERVICES

“Service(s) or SERVICE(S)” under this Agreement shall include the following:

The Uptrust system and all associated software to The Dallas County Public Defender to facilitate court reminders, client engagement, social service referrals and client satisfaction surveys.

- Completion of integration with the public defender’s case management system.
- Customized software to facilitate court appearance reminders, client communication and engagement, as well as client satisfaction surveys for the duration of the agreement for all applicable public defender clients.
- Develop separate Uptrust log-ins for Dallas County organizations who partner with the public defender to deliver services to clients, such as housing support or treatment Service Providers.
- Customized text message copy for the public defender, including but not limited to bail hearings.
- Carrier checks to spot-check client phone numbers to see if phone number is in service or landline.
- Development of customized dashboard with Failure-to-Appear data. Real-time status reports on messages sent and received, Failure-to-Appear rates and other key metrics.
- Ongoing dialogue and consulting around Failure-to-Appear reduction best practices.
- In-person training upon launch; 24-7 customer support and maintenance.

Security: Service Provider warrants having in place the security features to avoid loss or unauthorized use of County Data or Confidential Information under this Agreement. The baseline security features included with the Services and software are as follows:

- Dallas County (“DC”) workstations accessing Uptrust resources over the World Wide Web are brokered with secure hypertext transport protocol (“HTTPS”) encryption.
- DC sensitive data in transit is always encrypted with transport layer security (“TLS”) version 1.2.
- DC unstructured data at rest is encrypted with advanced encryption standard (“AES”) with a minimum of a 256bit key, and RSA with a minimum of a 4096bit key. The decryption key will be stored separately using a secure 3rd party secrets management system.
- DC Standard Query Language (“SQL”) or Oracle structured data at rest is encrypted with transparent data encryption (“TDE”)
- DC structured data will be maintained in a separate database instance, administered by separate security and access control rules.
- DC structured and unstructured data is backed up each night and stored in a different location offline.
- DC structured and unstructured data will not be shared with any other third-party without the expressed written consent from DC IT.
- No application program interface (“API”) calls will be configured without the expressed written consent from DC IT.
- Upon termination of this Agreement, all DC structured and unstructured data will be turned over to DC IT in an easy to import format.
• File exchanges over the Internet must be conducted with secure file transfer protocol ("SFTP") or file transfer protocol security ("FTPS")
• The DC Uptrust Amazon Web Service ("AWS") instance will be configured with high-available ("HA") so if the primary server is down the partner will assume the load immediately to prevent an outage of any length.
• Operating systems ("OS") updates should be performed and completed monthly.
• Critical OS updates should be installed within 24 hours.
• The DC Uptrust AWS instance will be configured with real-time anti-virus, malware and ransomware protection and updated daily.
• The DC Uptrust AWS instance will be configured with an intrusion prevention system to deter cyber-attacks.
• The DC Uptrust AWS instance will not permit IPs outside the US to connect.
• Any and all administrative or privileged access to the DC Uptrust AWS instance will be done with two-factor authentication.

Pricing: The cost for 12-months of Services paid up-front will be Eighteen Thousand Dollars and No Cents ($18,000.00) for up to two years.