

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between the Madison County Board of Supervisors, on behalf of the Madison County Sheriff's Department and the Madison County Detention Center (MCDC), located at 2935 Highway 51, Canton, MS 39046 and Premier Services LLC (PS) located at 135 Pine Hill Drive, Brandon, MS 39047. The purpose of this MOU is to provide for:

The transition of MCDC's Resident Banking services to PS effective July 1, 2019, and the processing, control and maintenance of MCDC's Resident Banking services by PS from July 1, 2019 through December 31, 2022.

Fees for resident banking and related services rendered would be payable to PS as follows: \$2,000/month or 7% of the current month's commissary sales through the current commissary provider, whichever is greater, to be netted out of the monthly commission payment to Madison County. PS would transition Madison County to a monthly commissary, commission and resident banking fee settlement to streamline processes and further reduce operating costs for Madison County.

1) **Roles and Responsibilities – *During Transition***

- a) During the transition period, MCDC will:
 - i) Secure the requisite approvals from Madison County officials that allow for the transition of MCDC resident trust fund administration from MCDC to PS, effective July 1, 2019;
 - ii) Provide access to the personnel, systems, information, reports and other resources required to plan for the effective transition of the Resident Banking system to PS effective July 1, 2019;
 - iii) Provide a current MCDC resident trust fund account reconciliation through June 30, 2019;
 - iv) Establish a new MCDC resident trust fund account with BankPlus in time to allow for a July 1, 2019 cutover; Madison County will own the trust fund, and authorized signatures will include Madison County officials as designated, Dennis Martin and Rick Jefcoat on behalf of Premier Services. All trust fund checks will require two authorized signatures and MCDC/PS will install Positive Pay and ACH Debit Block controls to mitigate fraud-related risks with the MCDC/BankPlus resident trust fund account.
 - v) Update the MCDC "Inmate Rules and Information Handbook" to reflect changes to policies and/or procedures associated with resident banking services.
- b) During the transition period, PS will:
 - i) Send PS Resident Banking staff to interview MCDC personnel familiar with MCDC's resident banking operations to ensure a complete understanding of MCDC's processes, controls, policies and procedures as they pertain to MCDC resident banking operations;
 - ii) Evaluate the status of each transaction processing cycle, report findings to MCDC and work with MCDC to coordinate the efficient transition of all withdrawal/disbursement and deposit processing to PS;
 - iii) Evaluate the propriety of resident trust fund balances, to include active resident, released resident and transferred resident accounts, report findings to MCDC and work with MCDC personnel to resolve discrepancies as requested;
 - iv) Review all MCDC internal control and other relevant policy documents associated with resident banking; and
 - v) Train MCDC personnel to process those disbursement and/or other transactions that MCDC retains on-site, for example, medical charges, release card processing and kiosk cash drops.

MEMORANDUM OF UNDERSTANDING

2) Roles and Responsibilities – *Post Transition*

- a) Following the transition of MCDC Resident Banking to PS, MCDC will provide oversight to PS's Resident Banking operations.
- b) Following the transition of MCDC Resident Banking to PS, PS will:
 - i) Process and settle all resident withdrawal/disbursement and deposit transactions in a timely manner;
 - ii) Provide continuing training and support for MCDC personnel responsible for processing transactions on-site, such as medical charges, release cards, cash drops, etc.
 - iii) Comply with all prescribed internal control procedures to ensure the integrity of the resident trust fund and associated processes, data and documents;
 - iv) Handle all phone call and/or resident services issues associated with Resident Banking;
 - v) Report transaction, balance and other information to MCDC on a monthly schedule or as otherwise may be required by MCDC;
 - vi) Control and archive all documents associated with PS Resident Banking; and
 - vii) Identify opportunities to improve effectiveness and efficiencies associated with Resident Banking processes, procedures and controls and reduce costs to Madison County; to include release and transfer processing, unclaimed funds management and control, phone payment processing and other opportunities as may be identified from time to time by MCDC or PS.
- 3) **Timeline.** This MOU will commence on May 15, 2019 and will terminate December 31, 2022, unless extended in writing and by mutual agreement between the Madison County Board of Supervisors and PS.
- 4) **Confidentiality.** In order to protect the information and interest of the parties to this agreement, all parties to the memorandum of understanding agree to adhere to generally accepted standards and expectations of confidentiality.

It is the expectation of both parties to this preliminary MOU that it is subject to amendment, as agreed to in writing by both the Madison County Board of Supervisors and PS.

MADISON COUNTY SHERIFF'S DEPARTMENT
2935 Highway 51, Canton, MS 39046

Authorized Official: _____

[_____], President, Madison County Board of Supervisors

Date: _____

PREMIER SERVICES LLC
135 Pine Hill Drive, Brandon, MS 39047

Authorized Official: _____

Dennis Martin, President and CEO

Date: _____