

AMENDMENT NO. 1 to the INMATE TELEPHONE SERVICES AGREEMENT

This Amendment No. 1 to the Inmate Telephone Services Agreement with its effective Cutover Date of December 6, 2016 (the “Agreement”) is made by and between **Inmate Calling Solutions, LLC, d/b/a ICSolutions** (“ICS”) and **Olmsted County, MN** (the “County”).

Whereas, the parties agree to amend the Agreement as follows:

1. Capitalized terms not expressly defined herein shall have the meaning ascribed thereto under the Agreement.
2. The current Term of the Agreement is hereby extended to be through December 5, 2024. Thereafter, the optional one-year renewal terms set forth in Section 1 of the Agreement shall continue to apply.
3. Exhibit A to the Agreement is hereby amended to remove the Olmsted County Juvenile Detention Center as an active Service Location.
4. The Equipment, more fully described on Exhibit B to the Agreement, is hereby amended to add the following:
 - 80 Bridge™ 8 Detainee Tablets plus up to 20 spares (quantity shall be adjusted as needed to maintain a 1:1 ratio of Tablets to inmates)
 - Access to CaseMaker™ Law Library and educational content at no charge
 - Remote Video Visitation enabled
 - Phone Call App (Standard rates and controls apply)
 - Entertainment, including movies, music & games
 - Email Access
 - Word Detector™
 - Offsite postal mail scanning with delivery to Tablets
 - ICS shall interface with County’s commissary vendor to ensure a seamless management of inmate balances and phone account allocations. Banking system will be unaffected and calling cards will be phased out.
5. The call rates set forth on Exhibit C to the Agreement are hereby amended to be as follows:

Prepaid, Debit & Collect (Direct Bill) Calling Rates	
<u>Call Type</u>	<u>Per Minute Charge</u>
Local	\$0.19
Intrastate/IntraLATA	\$0.19
Intrastate/InterLATA	\$0.19
Interstate	\$0.19
International (Debit only)	\$0. 75 <u>24</u>

6. The service fees, set forth on Exhibit C to the Agreement, are hereby amended to include the following:

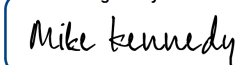
Remote Video Visitation (Per session up to 20 minutes)... \$3.00
Tablet email (Per inbound message ~~w/ up to or +~~ photo)..... \$0.25
Tablet entertainment streaming (per minute)..... \$0.05

7. Exhibit D to the Agreement is hereby replaced with the attached Exhibit D.

8. Except as amended herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives on the dates set forth below, to be effective as of the Amendment Date first set forth above:

Inmate Calling Solutions, LLC

DocuSigned by:

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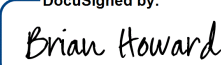
(Signature)
Mike Kennedy

(Printed Name)
VP Sales

(Title)
9/10/2021 | 4:42 PM CDT

(Date)

Olmsted County, MN

DocuSigned by:

EA99E414F51440A...

(Signature)
Brian Howard

(Printed Name)
Chief Deputy

(Title)
9/8/2021 | 12:59 PM CDT

(Date)

{Remainder of page intentionally left blank. Exhibit D follows.}

Exhibit D – Commissions

ICS shall pay to County a Commission of 60% of the gross call revenue for all call types generated from County's Service Locations. ICS shall also pay to County a Commission of 50% of any service fees collected with respect to Remote Video Visitation and Voicemail and 25% of any service fees collected with respect to Tablet entertainment usage.

Note: Commissions shall be made payable and sent to the address so designated on Exhibit A to this Agreement.

INMATE TELEPHONE AND VIDEO VISITATION SERVICES AGREEMENT CONTRACT #16-110P

This Inmate Telephone Services Agreement ("Agreement") is made by and between Inmate Calling Solutions, LLC, d/b/a ICSolutions ("ICS"), having its principal place of business at 2200 Danbury Street, San Antonio, TX 78217, and **Olmsted County, MN** (the "County") having its principal address as set forth on Exhibit A, attached hereto.

- 1. Term of Contract.** This Agreement shall commence upon the date detainees within the County's control begin placing telephone calls from the Equipment, which has been estimated to be August 1, 2016 (the "Cutover Date") based on this Agreement being fully executed not less than 45 days prior to such date and shall remain in force and effect for five (5) years from the Cutover Date. This Agreement shall automatically renew for additional terms of one (1) year, each upon the same terms and conditions as set forth herein, unless either party otherwise provides written notice to the other party at least ninety (90) days prior to a scheduled renewal. Notwithstanding the foregoing, either party may terminate this Agreement, based on a material, adverse economic change beyond such party's reasonable control, with sixty (60) day's prior written notice. An example of a material adverse economic change would be if the FCC mandated that calling rates be reduced to \$0.05 per minute. Upon termination of this Agreement, County shall immediately cease the use of any Equipment provided hereunder.
- 2. Equipment.** This Agreement applies to the provision of detainee telephone services by ICS using Equipment either centrally located or within space provided by the County at each of the "Service Locations" listed on Exhibit A, attached hereto. The term "Equipment" is defined herein as telephone sets, computer systems and software, all as more fully described on Exhibit B, attached hereto. All Equipment shall be installed by properly trained personnel and in a good, workmanlike manner. Any Equipment of ICS installed upon the premises owned, leased or otherwise under the supervision of County, shall remain in all respects the property of ICS. ICS reserves the right to remove or relocate any Equipment that is subjected to recurring vandalism or insufficient usage. ICS shall not exercise such right of removal or relocation unreasonably and, in any case with at least thirty (30) days prior written notice to County. Upon removal of Equipment by ICS, ICS shall restore the premise to its original condition, ordinary wear and tear excepted. Upon termination of the Agreement, ICS will remove all Equipment in a cooperative and timely fashion to insure reuse of permanently installed elements of the network.
- 3. Alteration and Attachments.** County shall not make alterations or place any attachments to Equipment and Equipment shall not be moved, removed, rendered inoperable or unusable, or made inaccessible to inmates or users by County without the express written permission of ICS.
- 4. Training.** ICS shall provide on-site training plus internet-based training at no cost to County. Additional training may be provided upon County's request based on availability of ICS.
- 5. Call Rates.** ICS shall provide collect calling services to End-Users, on both a pre-paid and post-billed basis, at the rates and charges set forth on Exhibit C, attached hereto. ICS reserves the right to establish thresholds for the level of collect call credit to be allowed by the billed consumer. The initial Collect Credit Threshold is established at \$50.00 per month per consumer. Rates and charges may be subject to change based on an order or rule of a regulatory authority having applicable jurisdiction. All rates and charges are in compliance with the FCC established parameters.
- 6. Commissions to County.** ICS will install, operate and maintain Equipment at no charge to County. ICS will pay County the commission amounts set forth on Exhibit D, attached hereto (collectively the "Commissions"), in consideration of the County granting ICS exclusive rights for the installation and operation of Equipment servicing the Service Locations. No Commissions shall be paid to County on

amounts relating to taxes, regulatory surcharges such as universal service fund, or other fees and charges not applicable to the billed calls.

ICS will pay Commissions to County on a monthly basis on or before the first business day occurring 45 days following the end of the month in which such Commissions are earned or accrued. Such Commissions shall be sent to the address designated by County or wired to an account designated in writing by County for such purpose.

The parties agree that all financial consideration for services hereunder is predicated on the rates and charges applicable at the time of execution and is, therefore, subject to adjustment based on any changes that may be required by any law, rule, tariff, order or policy (any of which, a "Regulatory Change") of, or governed by, a regulatory body having jurisdiction over the public communications contemplated herein. In the event that a Regulatory Change affects such rates and charges, the parties agree to enter into good faith negotiations to amend this Agreement in a manner that provides sufficient consideration to ICS for ongoing services, as well as complies with the Regulatory Change. If the parties cannot reach an agreement as to the amendment necessary within 30 days of public notice of the Regulatory Change, then either party may terminate this Agreement with an additional 60 days' prior written notice. In addition, Commission rates are predicated on County maintaining an average daily detainee population consistent with the average of the three months preceding the Cutover Date and having access to telephones materially consistent with industry practice which means detainees will have access to telephones during standard operating hours of 7:00AM – 11:00 PM. In this paragraph "consistent with" shall mean not more than 10% below the three month average preceding the Cutover Date.

7. County shall:

- a. Advise ICS of any Services Location or related premise that has been closed.
- b. Throughout the term of this Agreement, including any renewal terms, use ICS as its exclusive provider for all matters relating to detainee telecommunication services which includes phones, video visitation, emailing and texting.
- c. Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to ICS.
- d. Provide necessary power and power source, at no cost to ICS, and an operating environment with reasonable cooling consistent with general office use.
- e. Provide suitable space and accessibility for detainees use of telephone and visitation services.
- f. Permit ICS to display reasonable signs furnished by ICS and not affix or allow to be affixed any other signs, equipment or information to the Equipment.
- g. Permit reasonable access by ICS to County's Service Locations as reasonably necessary for ICS to install, support and maintain the Equipment at times and in a manner approved by the County in advance.
- h. Comply with all federal, state and local statutes, rules, regulations, ordinances or codes governing or applicable to the telephone services offered by ICS.

8. Law and Venue. The domestic law of the State of Minnesota shall govern the construction, interpretation and performance of this Agreement and all transactions hereunder. All disputes hereunder shall be resolved exclusively in Minnesota state court or any federal court with jurisdiction in Olmsted County, Minnesota.

Dispute Resolution - In the event of a dispute between ICS and the County, the parties shall engage in mediation of the dispute. ICS and the County shall select an independent, mutually acceptable third party to mediate the matter. This independent third party shall mediate the dispute, and failing to reach an agreement, shall have exclusive and final jurisdiction to render a decision in a dispute with a monetary value not to exceed \$25,000. In a dispute in excess of this amount, the parties may agree to an arbitrator or submit the dispute to Olmsted County District Court or any applicable federal court with jurisdiction. ICS and the County will split the cost of mediation or arbitration, with each party paying half the cost.

9. **Notices.** Any notice or demand required hereunder shall be given or made by mail, postage prepaid, addressed to the respective party at the address first set forth or referenced above unless otherwise communicated in writing.
10. **Entire Agreement.** This Agreement, with additional documents as listed below, constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Any orders placed by County hereunder shall be incorporated herein by mutual consent of the parties and shall supplement but not supersede the provisions of this Agreement unless that is the clearly expressed intent of both parties. The County represents and warrants that it has the legal authority to make decisions concerning the provisions of space for telephones placed by ICS at the Service Locations covered by this Agreement and that ICS may rely thereon. This Agreement supersedes any prior written or oral understanding between the parties.

Additional documents include:

1. Exhibit A – County Addresses
 2. Exhibit B – Equipment
 3. Exhibit C – Rates and Charges
 4. Exhibit D – Commissions
 5. Exhibit E – Training
 6. Exhibit F – Service Level Agreement
 7. RFP 16-110P –Inmate Phone and Video Visitation Services dated February 19, 2016, including all addendums
 8. ICS Proposal response dated March 29, 2016
 9. Insurance Certificate
11. **Risk of Loss.** ICS shall relieve County of all risk of loss or damage to Equipment during the periods of transportation and installation of the Equipment. However, County shall be responsible for any loss or damage to Equipment located on the premise caused by fault or negligence of County, its employees or others under County's supervision.
12. **Default.** In the event County shall be in breach or default of any terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof by ICS, then, in addition to all other rights and remedies at law or in equity or otherwise, including recovering of reasonable attorney fees and court cost, ICS shall have the right to cancel this Agreement without charge or liability. The waiver of any default hereunder by either party shall not constitute, or be construed as, a waiver of any subsequent default.

The County may terminate this Agreement effective upon delivery of written notice to ICS, or at such later date as may be established by the County, under any of the following conditions:

- a. If County funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The Agreement may at the County's option or in the County's sole discretion be modified to accommodate a reduction in funds.

b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.

c. If any license or certificate required by law or regulation to be held by ICS or subcontractors to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

Any such termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

Time is of the essence in this Agreement and failure by ICS to perform its obligations in a timely manner may be considered by the County to be a material breach of this Agreement. The County by written notice of default (including breach of contract) to ICS may terminate the whole or any part of this Agreement:

a. If ICS fails to provide services called for by this Agreement within the time specified herein or any extension thereof; or

b. If ICS fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from the County, fails to correct such failures within a period of 10 calendar days or such longer period as the County may authorize in writing after receipt of notice from the County specifying such failure. If the County grants ICS an extension of time to perform, any such extension of time shall not operate to release any surety from its obligations; or

c. If ICS admits in writing it is bankrupt, or by a filing by ICS of a voluntary petition under the Federal Bankruptcy Act; or the filing of an involuntary petition under the Federal Bankruptcy Act against ICS, unless dismissed within ninety (90) days; or

d. If ICS makes any arrangement with or for the benefit of ICS' creditors involving an assignment to a trustee, receiver or similar beneficiary; or

e. If ICS makes any material misrepresentations in the documents provided and relied upon by the County in the making of this Agreement; or

f. If a court of competent jurisdiction finds that ICS persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction.

13. Assignment. This Agreement may be transferred or assigned, in whole or in part, by ICS to any parent, successor, subsidiary, or affiliate of ICS with advance written consent from the County. ICS may sub-contract any portion of its duties hereunder provided, however, it shall remain at all times responsible for such sub-contracted duties. This Agreement may otherwise only be transferred or assigned by a party with the written consent of the other party, which consent shall not be unreasonably withheld or delayed.

14. Relationship. The parties hereto are independent contractors and this Agreement shall not be construed as a contract of agency or employment, or joint venturers or co-partners. Each party shall be solely responsible for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and any taxes applicable to such party's employees. No tenure or any rights or benefits, including workers' compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, or other benefits available to the County employees, shall accrue to ICS or employees of ICS performing services under this Agreement. Each party represents and warrants that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (b) the execution, delivery and performance of this Agreement has been

duly authorized by all necessary corporate actions; and (c) its performance hereunder shall be in compliance with applicable state and federal legal and regulatory requirements.

15. **Contract Modifications.** Oral change orders will not be permitted. Any changes in the Agreement must be in writing and signed by each party. Disagreements that cannot be resolved with negotiations shall be resolved in accordance with the contract disputes clause, herein.
16. **Conflicts Of Interest** - No employee, officer or agent of Olmsted County shall participate in the administration of this Agreement if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when one of the following has a financial or other interest in ICS:
 - (1) The employee, or an officer or agent of the employee;
 - (2) Any member of the employee's immediate family;
 - (3) The employee's business partner; or
 - (4) An organization which employs, or is about to employ, any of the above.

Olmsted County's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, subcontractors, or other parties to sub agreements whereby the intent could reasonably be inferred as influencing the employee in the performance of his or her duties or was intended as a reward for any official act on his or her part.

17. **Non Discrimination** - During the performance of its responsibilities under this Agreement, ICS and the County agrees to the following: No person shall, on the ground of race, color, religion, age, sex, disability, marital status, public assistance status, sexual orientation, familial status, creed, national origin or local human rights commission activity be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.
18. **Data Privacy.** For purposes of this Agreement all data created, collected, received, stored, used, maintained, or disseminated by ICS in the performance of this Agreement is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as the Federal laws on data privacy. If ICS is performing a governmental function as defined in Minn. Stat. Section 13.05, Subd. 11 as part of its contract duties, it must comply with those requirements as if it were a governmental entity. The remedies in Minn. Stat Section 13.08 apply to ICS. ICS does not have a duty to provide access to public data to the public if the public data are available from the County, except as required by the terms of this Agreement. All subcontracts shall contain the same or similar data practices compliance requirements.
19. **Business Records.** ICS shall keep such business records pursuant to this Agreement as would be kept by a reasonable prudent practitioner of ICS' profession. ICS shall maintain such records for at least 6 years from the date services or payment were last provided or made or longer if any audit on progress requires a longer retention period. All accounting records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents and records at any time during ICS's regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by County and either the Legislative or State Auditor of the State of Minnesota pursuant to Minnesota Statute §16C.05, subd 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement.
20. **Legal Compliance** - ICS shall comply with all applicable employment laws and regulations regarding safety. ICS shall ensure all staff is properly trained in safe work practices and procedures.

In the event ICS does any work on site at the Olmsted County Adult Detention Center related to this agreement, ICS shall comply with Minnesota's Freedom to Breathe law and the "Olmsted County Smoke-Free Workplace Ordinance", on file in the County Administrator's office, which was adopted

on the 1st day of January, 2015. Included in the ordinance is the condition that smoking is prohibited within fifteen (15) feet of entrances, exits, open windows, and ventilation intakes of public places and places of work.

Prison Rape Elimination Act (PREA) - ICS shall comply with the Prison Rape Elimination Act (PREA) as noted in 28 CFR Part 115 and all regulations and procedures of the County's correctional facilities related to PREA. The County reserves the right to immediately remove anyone alleged to have committed an act of sexual abuse.

- 21. Indemnification** - ICS agrees to protect, defend, indemnify and hold Olmsted County, its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter collectively "claims") in connection with or arising directly or indirectly out of the Agreement or the performance hereof by the ICS or any Sub-contractor. Without limiting the generality of the foregoing, any and all such claims, relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

ICS further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, at its sole expense and agrees to bear all other costs and expenses related thereto, whether or not it is alleged or determined that the ICS was negligent, and without regard to whether such claim is groundless, false, or fraudulent.

ICS agrees, to the fullest extent permitted by law, to indemnify and hold the County harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by ICS's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its Sub-contractors or anyone for whom ICS is legally liable.

Olmsted County shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the ICS, its officers, employees against any all liability, loss, costs, damages, expenses, claims and actions, including reasonable attorney's fees which the ICS, its officers and employees, may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the County, its agents, obligations pursuant to this agreement. It is understood and agreed that the County's liability shall be limited by the provisions of Minnesota Statutes Chapter 466 or other applicable law. In addition, the County does not waive its right to claim applicable defenses or immunities to which it may be entitled under state or federal law.

- 22. Force Majeure.** Either party may suspend all or part of its obligations hereunder and such party shall not otherwise be held responsible for any damages, delays or performance failures caused by acts of God, events of nature, civil disobedience, military action or similar events beyond the reasonable control of such party.
- 23. Severability.** If any of the provisions of this Agreement shall be deemed invalid or unenforceable under the laws of the applicable jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of ICS and County shall be construed and enforced accordingly.
- 24. Special ADA.** ICS will install Equipment in accordance with the Americans with Disabilities Act and any related federal, state and local regulations in effect at the time of installation. ICS shall make any

alterations to the Equipment as necessary for its correct operation and/or compliance with applicable laws at no cost to County.

25. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF GOODWILL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES REGARDLESS OF THE FORM OF ANY CLAIM, WHETHER IN CONTRACT OR IN TORT OR WHETHER FROM BREACH OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
26. **Warranty.** Subject to County's compliance with its obligations hereunder, Equipment shall be free from defects in workmanship and material, shall conform to ICS' published specifications in effect on the date of delivery or as otherwise proposed to County in writing, and shall not infringe any patent or trademark. This warranty shall continue while Equipment is in operation at each Service Location. County shall provide ICS with prompt written notification as to the specifics of any nonconformity or defect and ICS shall have a commercially reasonable timeframe to investigate such nonconformity or defect. As County's sole and exclusive remedy, ICS shall, at ICS' sole option and expense, either: (a) correct any nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (b) use reasonable efforts to provide a work-around for any reproducible nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (c) replace such nonconforming or defective Equipment; or (d) promptly refund any amounts paid to ICS by County with respect to such nonconforming or defective Equipment upon ICS receipt of such nonconforming or defective Equipment. ICS does not warrant that the operation of the Equipment shall be uninterrupted or error-free. No warranty is made with respect to the use of Equipment on or in connection with equipment or software not provided by ICS. Equipment may contain recycled, refurbished or remanufactured parts which are equivalent to new parts. ICS makes no warranties or representations that it will solve any problems or produce any specific results greater than the functionality of the original Equipment.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ICS HEREBY DISCLAIMS ANY OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THE FOREGOING SHALL BE THE SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO NONCONFORMING OR DEFECTIVE EQUIPMENT AND SERVICES. NOTHING CONTAINED HEREIN SHALL OBLIGATE ICS TO ENHANCE OR MODIFY THE SERVICES OR EQUIPMENT BEYOND THE SUBSTANTIAL FUNCTIONALITY INITIALLY ACCEPTED BY FACILITY, WHICH ACCEPTANCE SHALL BE DEEMED TO HAVE OCURRED UPON THE GENERATION OF CALL REVENUE.

27. **No Hire/No Solicit.** During the term of this Agreement, and for a period of six (6) months thereafter, neither party shall solicit or hire the other party's employees, agents or representatives engaged by such party to perform work relating to this Agreement, without the express written consent of the other party.
28. **Confidentiality.** During the term of this Agreement, each party may disclose to the other certain proprietary information including, without limitation, trade secrets, know how, software, source code, techniques, future product plans, marketing plans, inventions, discoveries, improvements, financial data, business strategies and the terms of this Agreement (collectively, "Confidential Information") of a character identified by the disclosing party as confidential and that should reasonably have been understood by recipient, because of legends or markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the disclosing party. Each party and each of its employees or consultants to whom disclosure is made shall hold all Confidential Information in confidence, and shall not disclose such information to any third party or apply it to uses other than in connection with the performance of this Agreement. Each party shall use the same degree of care that it utilizes to protect its own information of a similar nature, but in any event not less

than reasonable duty of care, to prevent the unauthorized use or disclosure of any Confidential Information. A recipient may not alter, decompile, disassemble, reverse engineer, or otherwise modify any Confidential Information received hereunder and the mingling of the Confidential Information with information of the recipient shall not affect the confidential nature or ownership of the same as provided hereunder. The obligations of this paragraph shall survive termination of this Agreement for a period of three (3) years.

This Agreement shall impose no obligation of confidentiality upon a recipient with respect to any portion of the Confidential Information received hereunder which is: (a) now or hereafter, through no unauthorized act or failure to act on recipient's part, becomes generally known or available; (b) lawfully known to the recipient without an obligation of confidentiality at the time recipient receives the same from the disclosing party, as evidenced by written records; (c) hereafter lawfully furnished to the recipient by a third party without restriction on disclosure; or (d) independently developed by the recipient without use of the disclosing party's Confidential Information.

Nothing in this Agreement shall prevent the receiving party from disclosing Confidential Information to the extent the receiving party is legally compelled to do so by any governmental or judicial agency having jurisdiction or as required under applicable state or federal law.

- 29. License to Use Software.** With respect to the Equipment provided under this Agreement, ICS hereby grants to County a nontransferable, nonexclusive license to install, store, load, execute, operate, utilize and display (collectively, "Use") the runtime versions of the Enforcer[®] software in performance of this Agreement including, where applicable to the purposes hereunder, such Use on computers owned by County. Such license is specific to the County and Service Location(s) for which the ICS Services are provided and may not be transferred other than through an authorized assignment of this Agreement. Upon the termination hereof, this license and all rights of County to Use the Enforcer[®] software will expire and terminate. County will not transform, decompile, reverse engineer, disassemble or in any way modify any of the Enforcer[®] software or otherwise determine or attempt to determine source code from executable code of any elements of the Enforcer[®] software.

All reports, documents, work product, recordings, including all electronic media, compiled within ICS' software pursuant to this Agreement shall remain the property of the County.

- 30 Third Party Software.** Third-party software licenses may be contained in certain software included with equipment and may therefore require a click-through acceptance by any users. Such software licenses are incorporated herein by reference and can be made available upon request.
- 31. Taxes.** Except as expressly provided for herein, each party shall bear responsibility for its own taxes and such other costs and expenses arising in connection with the performance of their respective obligations hereunder. Per Minnesota State Statute 297A.70, Olmsted County is exempt from the current State imposed sales tax rate. However, in certain circumstances, a purchase may be taxable, in which case the County will either notify the vendor to include sales tax or will pay the applicable tax as a use tax to the State. Olmsted County is also exempt from the current City of Rochester sales tax and from the Olmsted County transit sales tax.
- 32. Insurance** - ICS shall purchase, provide and maintain, at its own expense, such insurance as will protect ICS from claims set forth below. Proof of such insurance shall be furnished to the County prior to the commencement of any work and shall be maintained throughout the life of this Agreement and shall be evidenced by the carriers certificates, filed with the County. ICS shall supply the County with a list of sub contractors and shall verify and take responsibility for the Sub-contractor's proof of insurance. Insurance shall be in force the first day of the Agreement. Insurance shall not be canceled, limited in scope of coverage or non-renewed until after thirty (30) days written notice has been given to:

**Olmsted County Purchasing
151 Fourth Street SE
Rochester MN 55904**

It is agreed that any insurance maintained by the County will not contribute with insurance provided by this policy.

ICS shall not commence work until ICS has obtained required insurance and filed an acceptable certificate of insurance with the County. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. The County shall be added as an additional insured on the General Liability and Automobile Liability policies. The insurance certificate shall specify "Olmsted County" and the contract name and number as indicated on the cover page.

COMMERCIAL GENERAL LIABILITY

A single or combined limit occurrence based general liability insurance policy which shall include a broad form comprehensive liability endorsement and a contractual endorsement, which shall include the following coverages at a minimum:

Bodily Injury/Property Damage \$1,000,000 per person
\$2,000,000 per occurrence

AUTOMOBILE LIABILITY

A single or combined limit auto liability insurance policy for all owned, non-owned and hired vehicles, if any, using the provision of services under this Agreement, which shall include the following coverage's at a minimum:

Combined Single Limit \$1,500,000 per occurrence

UMBRELLA

\$1,000,000 each occurrence/aggregate
*(may require higher limit for certain jobs)

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

ICS shall procure and maintain a policy that at least meets Minnesota statutory minimum and is covered for work in Minnesota.

The above subparagraphs establish minimum insurance requirements, and it is the sole responsibility of ICS to purchase and maintain additional insurance that may be necessary in connection with this Agreement.

{Remainder of page intentionally left blank. Signature page and Exhibits follow.}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the dates set forth below, and represent and warrant that they have full authority to execute this Agreement on behalf of their respective parties:

Inmate Calling Solutions, LLC

Olmsted County, MN

(Signature)

(Signature)

(Printed Name)

(Kevin Torgerson)

(Title)

Olmsted County Sheriff

(Date)

(Date)

Exhibit A – County Addresses

Principle Business Address (used for all notices hereunder):

Olmsted County Sheriff's Office
101 4th Street
Rochester, MN 55904

Facilities & Service Locations:

<u>Facility Name</u>	<u>Service Locations</u>
Olmsted County Adult Detention Center	101 4 th Street Rochester, MN 55904
	And
Olmsted County Annex Building	140 4 th St. SE Rochester MN 55904
<u>Olmsted County Juvenile Detention Center</u> (phones only)	<u>2118 Campus Drive SE</u> <u>Rochester, MN 55904</u>

Equipment to be shipped to:

Olmsted County Detention Center
101 4th Street
Rochester, MN 55904

Commissions to be paid to:

Olmsted County Government Center Finance
151 4th Street
Rochester, MN 55904
OlmstedCountyAPIInvoices@co.olmsted.mn.us

Exhibit B – Equipment

Centralized Enforcer Call Processing, along with the following:

- 33 x Inmate Telephones
- 2 x TDD\TTY Units
- 1 x Workstation & Printer
- Unlimited Enforcer User licenses
- **Interface to New World JMS**
 - Automated Detainee ID\Pin Updates
- **The Enforcer Investigative Suite**
 - The Verifier – Biometric Detainee Identity Verification
 - Data Detective – Data Mining & Link Analysis
- **The Enforcer IVR Suite**
 - The Informer – PREA Module
 - The Communicator – Inmate Request Portal
 - The Attendant – Informational IVR
- **Interface to Turnkey Commissary** *(if supported by Turnkey)*
 - Over-the-Phone Commissary & Phone Time Ordering
- **30 Unit Video Visitation System**
 - 20 x Multi-Functional Inmate Kiosks
 - 1 Mobile Detainee Kiosk
 - 10 x Visitor Kiosks with dual handsets
 - 10 x Visitor Booths from Norix Furniture
 - 1 control workstation
 - 1 monitoring workstation with a 60" non-plasma flat screen
 - 1 Lobby Registration and Scheduling terminal
 - VixVox Server Suite
 - Web-based scheduling enabled
 - Utilize existing power & data infrastructure
 - Remote Visitation Enabled, with required bandwidth provided by the County
 - Remote visitation fee collection and accounting
 - Production ready installation leveraging existing power and data infrastructure
 - All Inclusive warranty, support, repair and replace maintenance package
- **Replacement Hardware**

○ Multi-Functional Inmate Kiosk (complete)	\$3,500.00
○ Touch Screen Monitor	\$ 899.00
○ Kiosk Handset	\$ 200.00
○ Kiosk Camera	\$ 250.00

Exhibit C – Rates & Charges

The following rates apply to calls from all Service Locations:

Collect Calling Rates		
<u>Call Type</u>	<u>Per Call Charge</u>	<u>Per Minute Charge</u>
Local	\$0.00	\$0.25
Intrastate/IntraLATA	\$0.00	\$0.25
Intrastate/InterLATA	\$0.00	\$0.25
Interstate	\$0.00	\$0.25

Prepaid & Debit Calling Rates		
<u>Call Type</u>	<u>Per Call Charge</u>	<u>Per Minute Charge</u>
Local	\$0.00	\$0.21
Intrastate/IntraLATA	\$0.00	\$0.21
Intrastate/InterLATA	\$0.00	\$0.21
Interstate	\$0.00	\$0.21
International (Debit only)	\$0.00	\$0.99

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

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

Billing Fees:

Payment Processing Fee (Live Agent)..... \$5.95
Payment Processing Fee (IVR or Internet)..... \$3.00
(All other fees free or waived)

Inmate Voicemail:

Per Message..... \$1.00
(Additional Commission applies – see Exhibit D)

Remote Video Visitation:

Per 20 Minute Session..... \$10.00
(rate and duration may be modified with the mutual agreement of both parties)
If, at no fault of their own, a visitor’s remote session is missed or terminated the costs shall be entirely refunded.
(All other fees free or waived.)

Exhibit D – Commissions

The County elects to implement the Video Visitation System, therefore: **a)** ICS shall retain the first \$0.75 per call; **b)** ICS shall retain an additional \$0.05 per call up to a maximum of \$9,500.00 to recoup the cost of the additional mobile visitation kiosk plus the dual handsets on the visitor units; however, once a total of \$9,500 has been collected, ICS shall no longer be entitled to collect the additional \$0.05 per call revenue for the remainder of the contract term, **c)** the foregoing Commission on any remaining gross call revenue shall be 49.1%; **d)** ICS shall pay County a Commission of 50% on all remote video session fees collected; **e)** the MAG (minimum annual guarantee) set forth in ICS's proposal dated March 29, 2016 shall no longer apply; and **f)** the parties shall amend the then-current Term of this Agreement to be 60 months from the date the Video Visitation System is implemented and operational.

ICS shall pay the County a Commission of 50% on all service fees collected with respect to Detainee Voicemail.

Note: Commissions shall be made payable and sent to the address so designated on Exhibit A to this Agreement.

Exhibit E – Training

Onsite training on The ENFORCER® calling platform:

- Live, onsite training immediately upon deployment of The ENFORCER® calling system
- Sessions for Standard User, Booking Officer, Investigator, and System Administrator (Super User) levels
- Training materials
 - Visual presentation (e.g., MS PowerPoint)
 - In-class question and answer sessions
 - The ENFORCER® Quick Reference Guide
 - Demonstration of commonly used features
 - Hands-on interactive training using the facility's live ENFORCER® system
- Separate training for The Verifier voice biometrics (if deployed)
- Training curriculum / agenda customized based on Facility's requirements
- Follow-up training recommended 30 – 90 days after initial training
 - Available live or via WebEx
 - Additional follow-up training available upon request
- All training provided at no cost to the County

Onsite training on the VizVox™ video visitation system:

- Live, onsite training immediately upon deployment of the VizVox™ video visitation system
- Sessions for Standard User, Investigator, Control Officer, and System Administrator (Super User) levels
- Training materials
 - Visual presentation (e.g., MS PowerPoint)
 - In-class question and answer sessions
 - How-To documents and reference sheets
 - Demonstration of commonly used features
 - Hands-on interactive training using the facility's live VizVox™ system
- Training curriculum / agenda customized based on Facility's requirements
- Follow-up training recommended 30 – 90 days after initial training
 - Available live or via WebEx
 - Additional follow-up training available upon request
- All training provided at no cost to the County

EXHIBIT F -
SERVICE LEVEL AGREEMENTS

A. INTRODUCTION

ICSolutions is committed to meeting the goals and expectations of Olmsted County for Inmate Telephone Services & Video Visitation System. The purpose of Service Level Agreements (SLAs) is to document the procedures that will facilitate a consistent and reliable level of performance in fulfilling this commitment.

This document describes the standards, performance measurements, and corrective actions for seven levels of service:

1. Installation and change-order intervals
2. Maintaining a sufficient number of trunks for the number of inmate telephones installed
3. Ensuring Inmate Telephone System remains operational during power outages
4. Repair response times
5. Quality assurance inspections
6. Call processor and network uptime and data availability
7. Customer service response times and performance

B. AUTHORITY

These Service Level Agreements have been authorized by Tim McAteer, ICSolutions' President and General Manager.

C. ACCOUNTABILITY

All ICSolutions employees whose job responsibilities fall within the scope of these SLAs shall be accountable for following procedures and methods outlined in this document. ICSolutions has specifically assigned the following individuals as the key personnel responsible for these SLAs and their related processes and documentation:

- **Service Technicians** – Local technicians will back-up the onsite administrator to perform onsite repair and maintenance to equipment located at Olmsted County facilities, including telephones and network connectivity devices. Remote repair and maintenance of the centralized ENFORCER® calling system will be performed by service technicians at our secure data centers.
- **Technical Service Center Technicians** - Technical Service Center (TSC) Technicians will be available by phone 24 hours a day, 365 days a year, to answer calls to our toll-free TSC hotline. These technicians will be trained to assist the County with administrative, customer service, and technical support tasks. They will dispatch technicians as necessary to provide all necessary repair and maintenance.
- **Implementation Project Manager** - The Implementation Project Manager will manage technical deliverables and review relevant documentation before submission to the customer.
- **Regional Account Manager (“Project Supervisor”)** – Your ICSolutions Regional Account Manager, Mr. Jan Roth (also referred to by the County as your ICSolutions “Project Supervisor”) will provide overall guidance for the implementation project, and will be the primary liaison for the County throughout the contract duration. This individual will have overall responsibility for ensuring client satisfaction.

- **Vice President of Business Development** - The Vice President of Business Development, Mr. Brendan Philbin, will have overall responsibility for efficient and effective customer service delivery to our three distinct sets of customers: County facilities and employees (technical assistance); County inmates (quality assurance and system uptime); and County inmate families and friends (billing and technical assistance).
-

D. MANAGEMENT RESPONSIBILITIES

1. The ICSolutions Regional Account Manager ("Project Supervisor") will provide overall quality control guidance for the project, and will be the primary liaison for the County's Project Manager. This individual will have overall responsibility for ensuring client satisfaction throughout the contract period and any extensions.
2. The ICSolutions Implementation Project Manager will manage deliverable development, as well as conduct reviews of documentation before submission to the customer during the pre-implementation and implementation periods.
3. All ICSolutions project team members will follow the deliverable expectations set, participate in peer reviews when requested, and identify problems that interfere with the team's ability to provide high quality deliverables and services.
4. Technical Service Center Technicians will be trained to assist the County on administrative, customer service, and technical support issues including repair and preventive maintenance. They will dispatch technicians as necessary and coordinate their activities to resolve repair and maintenance issues.
5. Technicians will perform onsite and remote repair and maintenance of the equipment related to Inmate Telephone Service.

E. TOOLS USED TO TRACK PERFORMANCE

ICSolutions has many tools for use in tracking performance. We collect data from various sources to determine compliance with the areas of the contract, including quality of service, reliability of the Inmate Phone Systems, accuracy of pre-programmed numbers, etc. Among the tools utilized by ICSolutions are:

- Trouble ticket system
- Network monitoring
- Call reports and call detail records.
- Inmate complaint forms and/or paperless grievance reports (voice mail)
- Automated logging of system and network problems
- Annual (or semi-annual or quarterly, at the County's discretion) Business Reviews

F. SERVICE PROCEDURES

The ICSolutions Technical Services Center (TSC) operates 24 hours a day, 365 days a year in support of our customer sites. When calling our toll free number (866-228-4031), County personnel will be connected with a live Level 1 TSC technician within 20 seconds. Each call is handled with care following these basic steps:

1. **OPEN TICKET & GATHER INFORMATION** – Information is gathered from the reporting party and a Ticket is opened in Mantis and the number is provided to the facility.
2. **ASSIGN TECHNICIAN** – Ticket is assigned to designated technician.

3. ANALYSIS & REMOTE TESTING, REPAIR – Technician will access the site equipment remotely and perform a series of tests to determine the root-cause of the problem. If remote resolution is possible, repairs are completed and tested.
4. DISPATCH IF NEEDED – If problem requires on-site technical support, the onsite administrator will be contacted or if after hours, the on-call technician is dispatched to the facility and the trouble ticket is upgraded to a Level 3 priority.
5. SITE ANALYSIS & REPAIR – Upon arrival at the facility the on-site technician will test and provide to TSC personnel and complete recommended repairs. On-site technician will carry a replacement set of all major components to replace the defective component.
6. TESTING & VERIFICATION – Following replacement of the defective component, a series of on-site and remote diagnostic testing will be conducted to confirm the system is fully functional.
7. UPDATE FACILITY & CLOSE TICKET – Following a successful test, the on-site technician will close the trouble ticket with TSC and inform the facility representative of the closed ticket status.

The ICSolutions' Mantis trouble ticketing system will be used to enter ticket-specific data and to automatically update the facility with repair progress via email or fax. Mantis maintains a thorough account of all trouble tickets issued by the ICSolutions' Technical Services Center (TSC) for the life of the contract. Upon request, historical trouble reporting data can be provided in report format for facility review. Trouble tickets may also be initiated and viewed via our web-based tracking tools available through The ENFORCER® calling system.

G. GENERAL WARRANTY

ICSolutions warrants that The ENFORCER® calling platform, services, and software used in performing any requirements of the RFP, and any requirements of a contract awarded to ICSolutions under the RFP, shall be performed in a professionally diligent manner by qualified personnel consistent with the standards of the industry. In addition, the services, ENFORCER® calling platform, and software provided in performance of a contract shall conform to the specifications described in the RFP and all attachments thereto. ICSolutions also warrants that The ENFORCER® calling platform, services, and software used in performing any requirements of the RFP and any requirements of a contract awarded to ICSolutions under the RFP shall contain no computer instructions, circuitry, or other technological means whose purpose is to disrupt, damage, or interfere with the County's use of its computer or telecommunications systems or facilities.

H. EQUIPMENT WARRANTY

ICSolutions warrants that The ENFORCER® calling platform and equipment provided to the County in performance of the specifications of the RFP, and any contract awarded under it, shall be in good working order and shall be new or "like-new," except for equipment in good working order, already in place, and previously installed under prior contracts between the County and ICSolutions, or between the County and another contractor. The ENFORCER® calling platform and equipment provided by ICSolutions shall conform to the specifications described in the RFP and any contract awarded under it.

For Video Visitation Only:

I. HARDWARE

The VIZVOX and ICSolutions offering for Olmsted County includes maintenance and support for the term of the inmate calling contract. VIZVOX equipment is updated and refreshed regularly throughout the contract term. Damaged equipment will be repaired or replaced immediately, and aging equipment will be replaced as needed. ICSolutions will handle the replacement of any modular parts that are defective or

in need of repair. ICSolutions will also maintain an inventory of spare parts either on-site or with the technician, and will refresh that inventory as needed throughout the contract. Keeping spare parts immediately available eliminates extra time for delivery. The ICSolutions technician will be certified to supply on-site hardware support and replacement of modular parts for the video visitation Watchman G3 units.

In addition, the Hewlett-Packard network components that make up the VIZVOX video LAN are delivered with an on-site hardware service and support warranty for the term of the contract. Should a server, control workstation, network switch, or registration terminal need attention, HP will supply technical support within four hours of receipt of the trouble ticket from ICSolutions. Olmsted County personnel will follow the same support process to initiate repair of HP equipment by contacting ICSolutions' Technical Services Center.

J. SOFTWARE

ICSolutions and VIZVOX software maintenance and support includes any and all system enhancements, bug fixes, updates, and periodic training updates and preventative maintenance reviews for the life of the inmate calling contract. VIZVOX software is updated regularly, with updates pushed remotely to each installed unit. There are no charges to Olmsted County for equipment or software upgrades.

K. ESCALATION

All standards outlined in this document will be monitored by your Regional Account Manager (“Project Supervisor”), Mr. Jan Roth, throughout the contract duration. The following Escalation List may be used by either Mr. Roth; by an ICSolutions Technical Service Center Technician, or by authorized County personnel at any time a service standard is not met, or whenever the County feels that escalation of a particular issue is in order:

Escalation Level	Escalation Contact	Additional Notification
Initial Report	Help Desk Technician Open Ticket & Gather Information Toll free: 866-228-4031 Email: icssupport@icsolutions.com	None
Level One	Latoya Coleman Technical Support Manager Direct 210-477-7357 Cell: 601-212-6128 email: lcoleman@icsolutions.com	None
Level Two	Brian Dietert Director of Operations Direct: 210-477-7340 Cell: 832-561-8010 email: bdietert@icsolutions.com	Jan Roth Regional Account Manager Toll-free: 866-228-4040 Cell: 720-989-6374 Fax: 210-693-1016 jroth@icsolutions.com
Level Three	John Goetsch Vice President Technology Direct: 210-581-8105 Cell: 408-314-8072 email: jgoetsch@icsolutions.com	Jan Roth Regional Account Manager Toll-free: 866-228-4040 Cell: 720-989-6374 Fax: 210-693-1016 jroth@icsolutions.com
Level Four	Brendan Philbin Vice President Business Development Direct: 210-581-8102 Cell: 408-838-1157 email: bphilbin@icsolutions.com	Jan Roth Regional Account Manager Toll-free: 866-228-4040 Cell: 720-989-6374 Fax: 210-693-1016 jroth@icsolutions.com
Level Five	Tim McAteer President & General Manager Direct: 210-572-9570 Cell: 314-504-2254 email: tmcateer@icsolutions.com	Jan Roth Regional Account Manager Toll-free: 866-228-4040 Cell: 720-989-6374 Fax: 210-693-1016 jroth@icsolutions.com

Video Visitation Escalations

When a video visitation system (VVS) is in place, ICSolutions' video visitation product manager will be added to the above list as the first escalation point to assign tickets to the Video support team.

The VVS product manager is dedicated solely to supporting our VVS software, VVS clients, and escalated VVS support tickets.

Service Level Agreement\Penalty

ICSolutions adheres to the following service delivery standards. In conjunction with contract discussions, ICSolutions will negotiate specific Service Level Agreements with Olmsted County. These Service Level Agreements will be designed to address the particular size, characteristics, and service needs of Olmsted County.

1. INSTALLATION AND CHANGE-ORDER INTERVALS

Standard

Installation of inmate phones will be complete within 45 calendar days of contract execution, and installation of video visitation system will be completed within 90 days. ICSolutions' professionally trained project team will coordinate the transition to the centralized ENFORCER® calling platform to ensure minimal impact on facility operations, including no disruption to ongoing calling services. The ICSolutions Operations Team will work together with the ICSolutions Regional Account Manager ("Project Supervisor") to coordinate the implementation process. ICSolutions' Implementation Project Manager will conduct bi-weekly status meetings (or another interval, if desired by the County) to monitor and track the project's progress.

Change order (MAC requests – moves, adds, and changes) requests will receive a response within the same business day as long as the request is received one (1) or more hour prior to the end of that business day, or the next business day if the request is received during the last hour of the business day in which the request was made. Work will be complete within ten (10) business days of receiving the MAC request.

Performance Measurement

Following a pre-installation project-planning meeting and requirements gathering with the County, ICSolutions will submit an official Implementation Plan to the County, which will guide the ITS installation process to completion in 45 calendar days or less, and the VVS installation to completion in 90 calendar days or less. Regular project status meetings will ensure that the project stays on track. Following installation and testing, the County will be given an acceptance form that consists of all features outlined in the Proposal response, contract, and project plan. Each feature/function will be reviewed by the County and accepted in writing before the implementation is considered complete.

A ticket will be opened for each MAC request, allowing ICSolutions to track and measure response and work completion times.

Corrective Action

If at any time during installation a delay or service disruption is anticipated, the Implementations Project Manager will report the anticipated delay or service disruption to the County's project manager, along with an explanation of the cause, and a corrective action plan when corrective measures are warranted. While some types of delays may be unavoidable – for example, a delay in receiving circuits from the Local Exchange Carrier – all avoidable delays will be managed in conjunction with the County's Project Manager to ensure an acceptable resolution for the County.

Any MAC request ticket not closed within ten (10) business days will be escalated, and a report of this delay will be submitted to the County. ICSolutions will provide a cause for any non-compliant service tickets, and a corrective action plan to address recurrent non-compliance issues.

Penalties

ICSolutions will incur a penalty equal to \$100.00 per day for avoidable delays beyond the established timeline.

2. MAINTAINING A SUFFICIENT NUMBER OF TRUNKS FOR THE NUMBER OF INMATE TELEPHONES INSTALLED

Standard

There will be a sufficient number of station and trunk ports available to provide acceptable off-hook availability to all inmate telephones. ICSolutions will increase the trunk line concentration in the event it is demonstrated that service is compromised or adversely affected.

The acceptable level will be established by ICSolutions and the County based on the number of inmate call attempts during the busiest hour.

Performance Measurement

Specific to call completion, ICSolutions will provide at least a P.01 Grade of Service for all types of calls (local, InterLata, etc.). This means that less than 1 call in 100 would be denied even during the busiest hour. This is generally regarded as a very high standard for both government and corporate telecommunications systems. ICSolutions will adjust this service level to meet the requirements of the County.

Corrective Action

A service ticket will be opened when the P.01 Grade of Service is not met and ICSolutions determines that a root cause analysis is required. All such service tickets will be tracked and the expected close time of any of these service tickets will be five (5) business days. Any service ticket not closed within five (5) business days will be escalated, and a report of this delay will be submitted to the County. ICSolutions will provide a cause for any non-compliant service tickets, and a corrective action plan to address recurrent non-compliance issues.

Penalties

ICSolutions will incur a penalty equal to \$100.00 per day for avoidable delays beyond the established timeline.

3. ENSURING INMATE TELEPHONE SYSTEM REMAINS OPERATIONAL DURING POWER OUTAGES

Standard

Our primary data center is housed in a climate-controlled, fire-proof, flood-proof building with unique redundant fiber lines to the national grid, multiple independent power sources and multi-level, multi-technology access control for unequaled security and database and network uptime. ICSolutions maintains an Uninterruptible Power Supply (UPS) system capable of providing operational power to the centralized inmate telephone system (including call processors, system servers, and recording equipment) for a minimum of four (4) hours in the event of a loss of commercial power at our data center. In the event of a power outage extending beyond the constraints of the UPS, service would immediately and seamlessly fail over to our backup data center, located approximately 900 miles away from the primary data center.

At Olmsted County facilities, ICSolutions will maintain a UPS system capable of providing operation power to the onsite equipment (including telephones and Adtran gateways) for a minimum of one (1) hour in the event of a loss of commercial power at the facility.

Performance Measurement

System must continue ongoing normal operation after loss of commercial power at ICSolutions’ primary data center, with no disruption to service. In the unlikely event that commercial power is lost at both ICSolutions’ primary data center and our backup data center, system must continue normal operation at least one (1) hour after loss of power in both locations. Thereafter, system will automatically fail-over to generator power to ensure no disruption to service.

Corrective Action

In the event of any instance where the onsite UPS failed to provide at least one (1) hour of backup power during a loss of commercial power, ICSolutions shall within five (5) business days provide a detailed report to the County explaining the cause of the UPS outage and explaining the actions to be taken by ICSolutions within the next thirty (30) days to correct the problem.

Penalties

ICSolutions will incur a penalty equal to \$100.00 per day for avoidable delays beyond the established timeline.

4. REPAIR RESPONSE TIMES

Standard

ICSolutions will provide maintenance and repair services according to the following priority levels, or at identified levels otherwise agreed to with the County:

<p>Priority Level 1</p>	<ul style="list-style-type: none"> • Multiple Housing Units not operational • Entire intake phones out of service • Entire System Failure 	<p>Remote diagnostics and repair will begin within 1 hour</p>
<p>Priority Level 2</p>	<ul style="list-style-type: none"> • One entire Housing Unit not Operational • Technical or Recording Failure • Recording Access Failure • Server Capacity Warning • System Interface Failure 	<p>Remote diagnostics will begin within 1 hour Repair will begin within 8 hours</p>
<p>Priority Level 3</p>	<ul style="list-style-type: none"> • One of multiple phones in a Housing Unit Not Operational 	<p>Remote diagnostics and/or Repair will begin within 48 hours</p>

Performance Measurement

- Priority Level 1 – remote diagnostics and commencement of repair within 1 hour
- Priority Level 2 – 1-hour remote diagnostics and commencement of repair within 8 hours
- Priority Level 3 – commencement of remote diagnostic and/or repair within 48 hours

Corrective Action

If ICSolutions fails to meet 90% of its service response times over a six-month period, then ICSolutions will report such result to the County. ICSolutions will concurrently create an internal task force to analyze the root cause(s) of such failure and implement a comprehensive corrective action plan to prevent future instances.

Penalties

ICSolutions will incur a penalty equal to \$100.00 per day for avoidable delays beyond the established timeline.

5. QUALITY ASSURANCE INSPECTIONS

Standard

ICSolutions will conduct monthly quality assurance inspections to ensure that inmate telephones at each of the correctional facilities are maintained in good working order. In addition, ICSolutions proactively monitors system performance using all of the following methods:

1. ICSolutions uses the first few months of call activity to define a pattern of typical activity. Call volume totals are compared daily for variances outside of a defined range (typically a decrease or increase of 15%) An exception report is automatically created for any site showing such variances.
2. Diagnostic routines are constantly being performed to confirm network availability, outgoing trunk status and phone status. Exceptions are automatically reported to the ICSolutions 24-hour Technical Services Center for further investigation and resolution.
3. Daily call data is compared against normal call activity characteristics such as ratio of attempted calls vs. completed calls, percentage of invalid PIN failures, percentage of blocked number failures, etc. Any results outside of the norm will appear on the exception report for further investigation.

Performance Measurement

A service ticket will be opened for all repair issues uncovered in the course of quality assurance inspections at each facility, any for any problems uncovered by the remote monitoring and diagnostic routines described above.

Corrective Action

ICSolutions will provide a written explanation to the County in any case where repairs were not completed in accordance with the repair response times as contractually agreed upon. This explanation will include corrective actions that have been or will be undertaken to ensure future compliance with the required response times.

Penalties

ICSolutions will incur a penalty equal to \$100.00 per day for avoidable delays beyond the established timeline.

6. CALLING SYSTEM UPTIME AND AVAILABILITY

Standard

The centralized ENFORCER® is designed with a distributed processing architecture to minimize the risk of catastrophic system failure and reduce the risk that any single component could result in a complete system outage, data loss, or inaccessibility of data. The most susceptible components are equipped with internal redundancy and/or hot swappable spares (hard disks, cooling fans, power supplies) to ensure minimal risk of service affecting failure and reduced time to repair. ICSolutions builds each ENFORCER® call processor utilizing Enterprise grade components which provide the highest level of performance and reliability. The Quality Standard for The ENFORCER® calling platform is 99.999% system availability.

ICSolutions employs multiple levels of redundancy to ensure 99.999% uptime for The ENFORCER® calling platform, as well as to protect against data loss and ensure continuous availability of call recording and data:

1. **Network Redundancy:** For each supported facility, ICSolutions obtains service from two different network carriers, so that if one carrier experiences an outage, service will instantly fail over to the second carrier.
2. **Call Processing Redundancy:** While the primary call processor is housed in our national headquarters and engineering center in San Antonio, we also install a fully functional, always-on backup call processor 900 miles away in St. Louis. Therefore, if a disaster should ever disrupt call processing in San Antonio, service would instantly fail over to the secondary processor in St. Louis.
3. **Storage Redundancy:** Call data and recordings are stored digitally on internally redundant storage devices for the entire contract duration, in two separate geographic locations (one data center in San Antonio and one data center in St. Louis). This storage redundancy ensures that, even if a disaster were to completely destroy one data center, additional copies would still be available for disaster recovery purposes. At each of the data centers, call recordings and data are stored on internally redundant digital storage devices. For an additional layer of redundancy, ICSolutions can provide an on-site storage device to store a third copy of call data and recordings, or we can back up CDRs in another separate location in St. Louis.

Through our system monitoring tools, ICSolutions continually monitors key areas and automatically assigns service representatives and/or dispatches field technicians to ensure optimal operation of our systems. Our monitoring systems actively monitor communication channels, call processors, disks, messages, and servers to ensure optimal operations at all times. System performance is monitored and the facility will be notified immediately upon the occurrence of non-performing equipment.

Performance Measurement

ICSolutions' standard for The ENFORCER® calling system availability is 99.999% or better for every month.

Corrective Action

If the call processor uptime or availability is less than 99.999% for any calendar month, a service ticket will be opened to investigate the root cause if not already known and identified. The County will be notified when the ticket is opened and a report of the cause will be provided to the County.

Penalties

ICSolutions will incur a penalty equal to \$500.00 per day for avoidable delays beyond the established timeline.

7. CUSTOMER SERVICE RESPONSE TIMES AND PERFORMANCE

Standard

ICSolutions maintains a dedicated, toll-free customer service hotline for families/friends to call for assistance with establishing prepaid accounts or billing questions. All calls will be answered within an average of three (3) minutes. A minimum of 90% of issues will be resolved on the first call, with an average talk time of five (5) minutes or less.

Performance Measurement

ICSolutions will provide adequate resources and network capacity to maintain an average wait time (Average Speed of Answer) of no more than three (3) minutes for all inbound calls to the customer service line. Live, U.S.-based customer service representatives will be available 24 hours a day, 365 days a year, to provide first-call resolution within the established timeframes.

Corrective Action

If the average customer service wait time or issue resolution parameters are not met in any given calendar month, then a service ticket will be opened to investigate the root cause. The County will be notified when the ticket is opened and a report of the cause and corrective action will be provided to the County.

Penalties

ICSolutions will incur a penalty equal to \$100.00 per day for avoidable delays beyond the established timeline.

8. VIZVOX HARDWARE MAINTENANCE

Standard

Our offer for the County includes maintenance and support for the term of the inmate calling contract. VIZVOX equipment is updated and refreshed regularly throughout the contract term. Damaged equipment will be repaired or replaced immediately, and aging equipment will be replaced as needed. ICSolutions will handle the replacement of any modular parts that are defective or in need of repair. ICSolutions will also maintain an inventory of spare parts either on-site or with the technician, and will refresh that inventory as needed throughout the contract. Keeping spare parts immediately available eliminates extra time for delivery. The ICSolutions technician will be certified to supply on-site hardware support and replacement of modular parts for the video visitation Watchman G3 units.

In addition, the Hewlett-Packard network components that make up the VIZVOX video LAN are delivered with an on-site hardware service and support warranty for the term of the contract. Should a server, control workstation, network switch, or registration terminal need attention, HP will supply technical support within four hours of receipt of the trouble ticket from ICSolutions. County personnel will follow the same support process to initiate repair of HP equipment by contacting ICSolutions' Technical Services Center.

Performance Measurement

Onsite repair of VIZVOX equipment will be made by ICSolutions personnel within 24 hours. HP Technical Support will respond within 4 hours of receipt of an ICSolutions trouble ticket.

Corrective Action

ICSolutions will provide a written explanation to the County in any case where repairs were not completed in accordance with the repair response times as contractually agreed upon. This explanation will include corrective actions that have been or will be undertaken to ensure future compliance with the required response times.

Penalties

ICSolutions will incur a penalty equal to \$100.00 per day for avoidable delays beyond the established timeline.

9. VIZVOX SOFTWARE MAINTENANCE

Standard

VIZVOX Software maintenance and support includes any and all system enhancements, bug fixes, updates, and periodic training updates and preventative maintenance reviews for the life of the inmate calling contract. VIZVOX software is updated regularly, with updates pushed remotely to each installed unit.

Performance Measurement

A service ticket will be opened for all software issues uncovered in the course of daily use, or for any problems uncovered during the preventative maintenance reviews or software updates described above.

Corrective Action

ICSolutions will provide a written explanation to the County in any case where repairs were not completed in accordance with the repair response times as contractually agreed upon. This explanation will include corrective actions that have been or will be undertaken to ensure future compliance with the required response times.

Penalties

ICSolutions will incur a penalty equal to \$100.00 per day for avoidable delays beyond the established timeline.

10. VIZVOX DISASTER RECOVERY

Standard

This plan's goals are to bring the VIZVOX system back into a serviceable condition so that video visitation is functional. To that end the following systems must be recovered in the following order:

- a. Network Switches and Routers
- b. SIP Server
- c. Database Server
- d. Application Server
- e. Control Workstation
- f. Watchman G3 Phones

Preventative Steps

To prevent a loss of the VizVox system within a facility, a number of steps are taken. The main step is putting the VizVox system on the facility's backup power system. Each facility is unique in how main power is protected. Some facilities rely on generators while others rely on battery backups. Regardless of the facility's backup power structure, VizVox systems are prevented from failure in multiple ways. Separate uninterruptable power supplies (UPS) are supplied for VizVox switches, routers, and servers, and each VizVox G3 Phone is set to automatically restart when facility power is restored.

Recovery Strategies

This section includes the actual steps to recover a failed VizVox system.

- a. Ensure facility power has been restored
- b. Check all UPSs connected to the VizVox system. Check that the UPSs are on and capable of delivering the required power under load. If the UPSs are off, turn them back on.
- c. Check the status of each VizVox switch and any routers in the VizVox network. This can be accomplished by connecting a computer directly to the VizVox switches and logging into the switch via its console or website.
- d. Reboot the VizVox SIP server. Ensure the server restarts, all services start, the server is visible on the network, and the console and web applications are accessible from a remote computer.
- e. Reboot the VizVox Database server. Ensure the server restarts, all services start, the server is visible on the network, and database connections can be connected to this server.
- f. Reboot the VizVox Application server. Ensure the server restarts, all services start, and the server is visible on the network. Log into the VizVox website to verify database connection and website function. Verify the call correlation service has started. Verify the JMS import service has started.
- g. Reboot the VizVox Control Workstation. Ensure the workstation restarts, all services start, and the workstation is visible on the network. Log into VizVox control software to verify database connection.
- h. Verify all VizVox G3 phones have restarted. If they have not restarted, attempt to restart them with the control workstation Wake-on-LAN function. If the VizVox G3 phones still have not restarted, physically go to the phones that have not restarted and manually turn them on.
- i. Connect calls between phones using the VizVox Control Workstation and verify calls go through and are recorded.

Plan Testing

The Disaster Recovery Plan should be tested at least once per year. The testing should take place with the facility's backup power testing. If the backup power system uses a generator to ensure no loss of facility power, certain VizVox components can be powered down manually. Once powered down, the system can be recovered as outlined above.

Performance Measurement

A service ticket will be opened for all system outages, and the Disaster Recovery Plan will be enacted as described above. A service ticket will also be opened for any Disaster Recovery Plan issues uncovered in the course of regular testing.

Corrective Action

ICSolutions will provide a written explanation to the County in any case where system recovery was not completed in accordance with the Disaster Recovery Plan as described above. This explanation will include corrective actions that have been or will be undertaken to ensure future compliance with the Disaster Recovery Plan.

Penalties

ICSolutions will incur a penalty equal to \$100.00 per day for avoidable delays beyond the established timeline.