AMENDMENT NO. 1 to the
# INMATE TELEPHONE SERVICES AGREEMENT

This Amendment No. 1 to the Inmate Telephone Services Agreement dated November 9, 2017 (the "Agreement") is made by and between **Inmate Calling Solutions, LLC, d/b/a ICSolutions** ("ICS") and **Kent County, MI** (the "County"). Whereas, the parties agree as follows:

1. Capitalized terms not expressly defined herein shall have the meaning ascribed thereto under the Agreement.

2. The initial Term of the Agreement is hereby amended to be through December 31, 2024.

3. The Equipment, more fully described on Exhibit B to the Agreement, is hereby amended to add the following:

    *   100 Inmate Vphone units
    *   20 family Vphone units
    *   5 Vphone units for attorneys
    *   500 Bridge 810G wireless tablets, to be purchased by County for a total amount to be determined. (Estimated purchase price is $101,833)

4. The first sentence of paragraph 10 (Entire Agreement) is hereby amended to read as follows: This Agreement, including all Exhibits, Kent County Requests for Proposal (RFP) #1976, Addendums and Information provided to ICS during the RFP process, ICS' clarifications to their response to RFP #1976, and ICS submission to RFP #1976 constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties.

5. Paragraph 13 (Assignment) is replaced in its entirety to read as follows: This Agreement may be transferred or assigned, in whole or in part, only by a party with the written consent of the other party, which consent shall not be unreasonably withheld or delayed. County explicitly reserves the right to terminate this Agreement upon the sale of all, or substantially all, of ICS' assets to an unrelated entity.

6. Exhibit C to the Agreement is hereby modified to add the following:

    Remote Video Visitation (per 30-minute session)...........$7.50
    Tablet emails (inbound, per message)..........................$0.50
    Entertainment and information content (per minute)...... $0.05

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

8. The Tablets and Video Visitation Equipment added herein shall be implemented in accordance with the timelines set forth in Exhibit E, attached hereto and shall, along with the other Equipment and Services under the Agreement, be subject to the Service Level Agreement set forth on Exhibit F, attached hereto.

9. Exhibit G, which includes material duplicated in Exhibits E and F, titled "Answers to County's Questions" is added and incorporated into this Agreement.

10. 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:

Inmate Calling Solutions, LLC
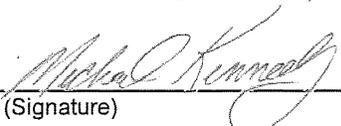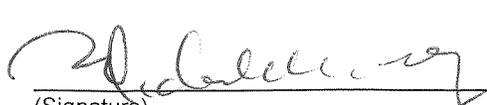
_____
(Signature)

Michael Kennedy
(Printed Name)

Vice President Sales & Marketing
(Title)

8/21/2020
(Date)

Kent County, MI

_____
(Signature)

Sheriff Michelle LaJoye young
(Printed Name)

SHERIFF
(Title)

8/24/2020
(Date)

Exhibit D – Commissions

ICS shall pay to County a Commission of 81.1% of the Adjusted Call Revenue for all call types generated from County's Service Locations. For the purpose of the foregoing, "Adjusted Call Revenue" shall mean the gross call revenue less an offset of $.25 per call (the "VVS Offset") which shall be withheld by ICS to recover its capital outlay for the video visitation system being provided hereunder. Once ICS has recovered an aggregate sum of $516,450 in VVS Offsets (such amount, the "Expected Recovery"), then the VVS Offset shall be eliminated and, thereafter, the Commission rate shall be applied to the full gross call revenue. In the event this Agreement is terminated by County prior to the end of the extended initial Term, other than due to an uncured default by ICS, then County shall reimburse ICS for the unrecovered portion of the Expected Recovery.

Once the VVS Offset has been eliminated, as described above, ICS commits to a Minimum Annual Guarantee of $840,000 ("MAG") in total Commissions paid to County. This MAG amount is based on an average daily population of 1071 inmates ("Target ADP") with access to telephones materially consistent with industry practice. The actual ADP shall be "averaged" over each contract year (sum of ADP for each month divided by 12) and in the event the annual averaged ADP is below 85% of the Target ADP, then the MAG amount shall be adjusted in direct proportion to the relationship of annual averaged ADP to the Target ADP. By way of example, if the annual averaged ADP was 910, which is 15% below the Target ADP of 1071, then the MAG would be reduced by 15%. If a downward adjustment in the MAG is required due to the annual ADP being lower than 85% of the Target ADP, the parties agree that the refund of a portion of the MAG will be deducted in 12 equal amounts from the next 12 MAG payments. For the last service year, the parties agree to a reconciliation, if needed, within 30 days of the expiration or termination of this Agreement with any payment by the County to be made within 30 days of the completion of the reconciliation.

In addition, ICS shall pay to County a Commission of 50% of any service fees collected with respect to inmate voicemail and remote video visitation services. ICS shall also pay to County a Commission of 20% of any service fees collected with respect to wireless Tablet usage & messaging. ICS shall calculate commissions and fees monthly and remit the same within the next following calendar month.

Note: *Commissions shall be made payable and sent to the address so designated on Exhibit A to this Agreement.*
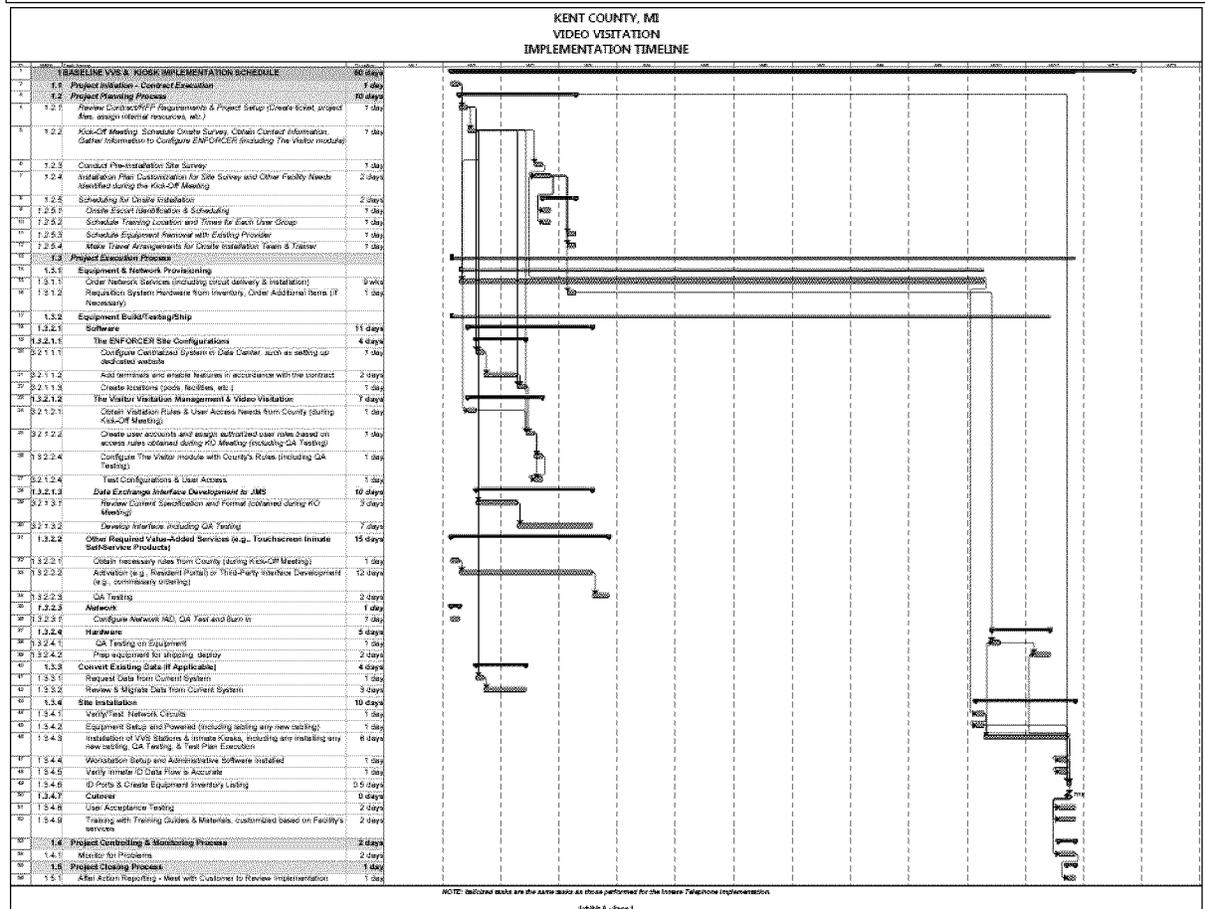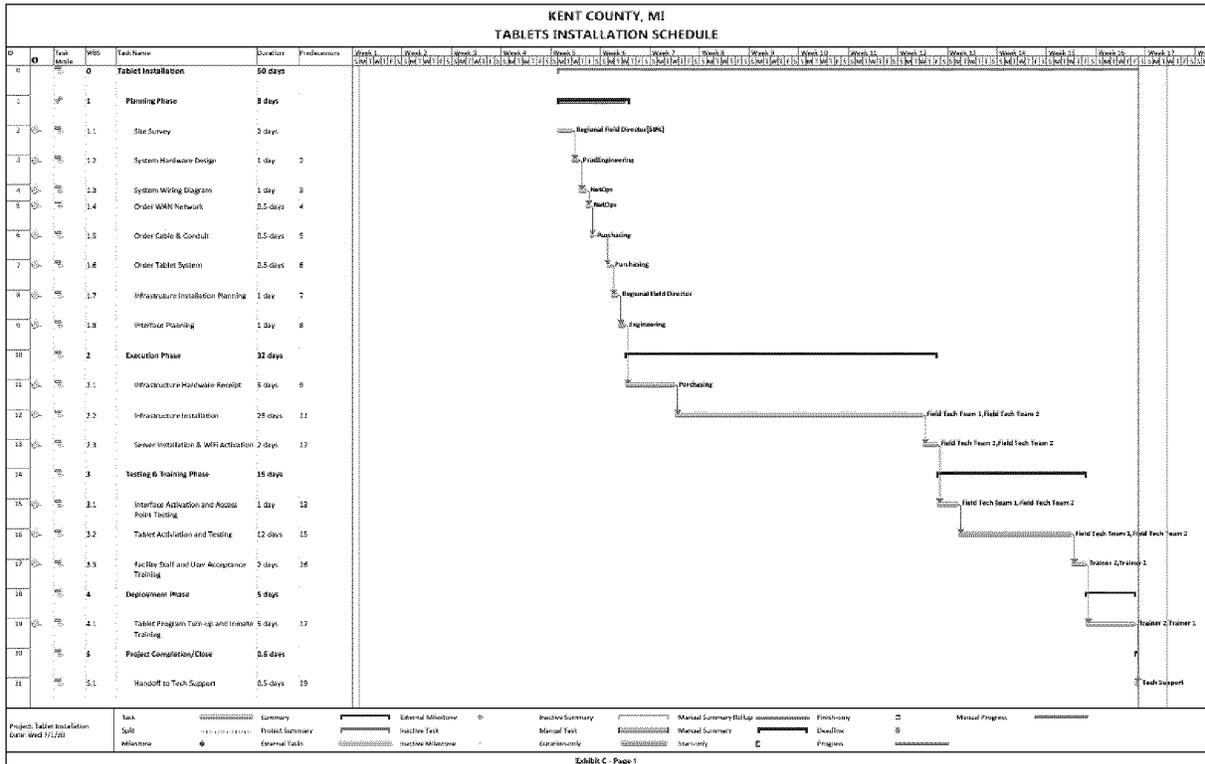
Exhibit E – Tablet & VVS Timeline Charts

KENT COUNTY, MI
TABLETS INSTALLATION SCHEDULE

Exhibit C - Page 1

KENT COUNTY, MI
VIDEO VISITATION
IMPLEMENTATION TIMELINE

Exhibit B - Page 1

Exhibit F – Tablet & VVS Service Level Agreement

(see attached)

EXHIBIT A:
Service Level Agreement for Kent County, Michigan

The ENFORCER®
Inmate Communications Services

ICSolutions
Advanced Technology

THE ENFORCER®
Inmate Communications System

A. INTRODUCTION

ICSolutions is committed to meeting your goals and expectations for the Kent County Inmate Communications 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 aspects of service:

1. Installation and change-order intervals
2. Maintaining a sufficient bandwidth for the number of inmate telephones and IP vPhones installed
3. Ensuring Inmate Telephone & Video Visitation 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

Any service issues will be assigned one of three priority levels for **three levels of service**. Each priority level is assigned a severity level that determines the length of time required for response and resolution.

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:

- **Onsite Technician** – When a dedicated Onsite Site Administrator / Technician is in place, that ICSolutions-provided personnel will be onsite 40 hours per week to perform routine and/or emergency repairs of all hardware and telephones, as well as to provide administrative support for the inmate telephone and video visitation systems. This Technician would be on-call 24 x 7 x 365 outside of regular working hours.

- **Local Service Technicians** – Additional Local Technicians are available as back-ups to the Onsite Technician. They will be available as needed to perform onsite repair and maintenance to equipment located at Kent County facilities, including telephones, video phones, tablets, and network connectivity devices.

- **Technical Service Center Technicians** – Technical Service Center (TSC) Technicians will be available by phone 24 hours a day, 7 days a week, 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** – A dedicated Implementation Project Manager will manage technical deliverables and review relevant documentation before submission to the customer. ICSolutions' Project Manager follows best practices developed by the **Project Management Institute (PMI),** which has set the standards for project management since the 1960s.

- **Account Manager ("Project Supervisor")** – Your ICSolutions Regional Account Manager, Mr. Brad Coens (also referred to as the 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 Sales & Marketing** - As Vice President of Sales & Marketing, Mr. Mike Kennedy 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, 7 days a week, 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. Each call is handled with care, following these basic steps:

1. OPEN TICKET & GATHER INFORMATION – Information is gathered from the reporting party; 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 the problem requires onsite technical support, the 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 onsite technician will test and provide to TSC personnel and complete recommended repairs. Onsite 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 onsite and remote diagnostic testing will be conducted to confirm the system is fully functional.

7. UPDATE FACILITY & CLOSE TICKET – Following a successful test, the onsite 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.

I. ESCALATION

All standards outlined in this document will be monitored by your Regional Account Manager ("Project Supervisor"), Mr. Brad Coens, throughout the contract duration. The following Escalation List may be used by either Mr. Coens, 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 Plan

In the event that any problem requires escalation, TSC follows a documented internal escalation procedure.

Escalation Level	Escalation Contact	Additional Notification
Initial Report	**Certified Technician** Open Ticket & Gather Information Toll free: **Dedicated Kent County Technical Support Hotline (844) 346-6810** Email: icssupport@icsolutions.com	None
Level One	**Latoya Coleman** Technical Support Manager Direct: 210-572-9547 Cell: 601-212-6128 email: lcoleman@icsolutions.com	None
Level Two	**George Langdin** Technical Services Manager Direct: 210-477-7320 Cell: 210-373-0620 Email: glangdin@icsolutions.com	**Brad Coens** Regional Account Manager Toll-free: 866-228-4040 Fax: 210-693-1016 bcoens@icsolutions.com
Level Three	**Brian Dietert** Director of Operations Direct: 210-477-7340 Cell: 832-561-8010 email: bdietert@icsolutions.com	**Brad Coens** Regional Account Manager Toll-free: 866-228-4040 Fax: 210-693-1016 bcoens@icsolutions.com
Level Four	**Brendan Philbin** Vice President Product Development Direct: 210-581-8102 Cell: 408-838-1157 email: bphilbin@icsolutions.com	**Brad Coens** Regional Account Manager Toll-free: 866-228-4040 Fax: 210-693-1016 bcoens@icsolutions.com
Level Five	**Tim McAteer** President & General Manager Direct: 210-572-9570 Cell: 314-504-2254 email: tmcateer@icsolutions.com	**Brad Coens** Regional Account Manager Toll-free: 866-228-4040 Fax: 210-693-1016 bcoens@icsolutions.com

Escalations can be initiated by a number of methods. These methods include:
1. The Severity Level can trigger an escalation. This either happens by a Technical Support report or by one of our system monitoring applications.
2. Escalations can also be triggered by lower severity levels remaining in that state past a pre-determined threshold.

Following are the basic criteria for escalation at each level:
1. **P1 Issues** – Issues are escalated to the VP of Product Development level immediately. Status updates are provided to that level hourly.

2. **P2 Issues** – Issues that are not solved within the standard four-hour timeframe are escalated to Level **P1**. P2 issues that are not solved within 8 hours are escalated to the VP of Product Development Level. This level will be provided with status updates daily.

3. **P3 issues** – Issues that are not solved within the standard 48-hour timeframe are automatically escalated one level. P3 issues that are not solved within 7 days are escalated to the VP of Product Development level. The VP of Product Development will receive status updates daily.

ITS/VVS Service Level Agreements

ICSolutions adheres to the following service delivery standards. Upon contract award, ICSolutions will specific Service Level Agreements with Kent County. These Service Level Agreements will be designed to address the particular size, characteristics, and service needs of Kent County.

1. INSTALLATION AND CHANGE-ORDER INTERVALS

Standard
Installation of inmate phones will be complete within 30 days of contract execution, and video phones 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 biweekly status meetings (or another interval, if desired by the County) to monitor and track the project's progress.

Change order requests (aka MAC requests – moves, adds, and changes) will receive a response within the same business day as long as the request is received one (1) or more hour(s) 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 installation process to completion in the stated number of business days. 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.

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

Standard
There will be a sufficient number of station and trunk ports available to provide acceptable off-hook availability to all inmate telephones/video phones. 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.

3. ENSURING INMATE TELEPHONE/VIDEO VISITATION SYSTEM REMAINS OPERATIONAL DURING POWER OUTAGES

Standard
Our 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 (1) 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 Kent 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.

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:

Service Level 1	• Multiple Housing Units not operational • Entire intake phones out of service • Entire System Failure • Failure of System Access via Workstation • Loss of four or more phones	**Remote diagnostics and repair will begin within 1 hour**
Service Level 2	• Technical or Recording Failure • Recording Access Failure • Server Capacity Warning • System Interface Failure	**Remote diagnostics will begin within 1 hour** **Repair will begin within 8 hours**
Service Level 3	• One of multiple phones in a Housing Unit Not Operational	**Response within 24 hours** **Remote diagnostics and\or Repair will begin within 48 hours**

Performance Measurement
Service Level 1 – remote diagnostics and commencement of repair within 1 hour
Service Level 2 – 1-hour remote diagnostics and commencement of repair within 8 hours
Service Level 3 – response 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.

5. QUALITY ASSURANCE INSPECTIONS

Standard

ICSolutions will conduct monthly quality assurance inspections to ensure that inmate telephones/video phones 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.

6. 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® platform is 99.999% system availability.

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

- **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.

- **Call and Video Processing Redundancy:** While the primary call processor is housed in Atlanta, we also install a fully functional, always-on backup call processor 900 miles away at our national headquarters and engineering center in San Antonio. Therefore, if a disaster should ever disrupt call/video processing in Atlanta, service would instantly fail over to the secondary processor in San Antonio.

- **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 Atlanta and one data center in San Antonio). 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.

  Video recordings are stored in the onsite servers comprising of two replication servers, with each server configured with RAID 5 arrays of three (3) hot-swappable 2TB drives managed by the RAID cards on a single motherboard for maximum redundancy. If the server should ever fail, the arrays can be removed from the server and used in other compatible servers to recover the recordings.

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.

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.

Tablet Service Level Agreements
The following represents a Service Level Agreement ("SLA") between ICSolutions ("Provider") and County ("Customer") for the provisioning of services required to support and sustain ICSolutions provided Tablet products. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

I. AGREEMENT OVERVIEW
A. Service Scope.
The following Services are covered by this Agreement:
- Remote Access
- Telephone support
- Email/Web support
- Planned or Emergency Onsite assistance

As they relate to the Provider, it's software applications, network services, network hardware, content delivery and related components. Certain parts of interfaces to Provider excluded from this SLA, as Provider has no control over third party systems. Provider will work with partners on their interface to the degree we can to remedy outages of the interfaces. This also excludes any work on any links for the:

1. Law Library
2. Commissary Provider
3. Jail Management Provider
4. Additional Third Party Applications

B. Stakeholders
The following Service Provider(s) and Customer(s) will be used as the basis of the Agreement and represent the **primary stakeholders** associated with this SLA:

> **IT Service Provider(s):** ICSolutions ("Provider")
> **IT Customer(s):** _____ ("Customer")

C. Periodic Review
This Agreement is valid from the **Effective Date** outlined herein and is valid until further notice. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

D. Customer Requirements.
Customer responsibilities and/or requirements in support of this Agreement include:

1. Payment for all support costs at the agreed intervals.
2. Reasonable availability of Customer representative(s) when resolving a service related incident or request. This includes service requests placed after hours. The Provider will not be held to the terms of the Service Level's if the Customer does not provide access to resources, including but not limited to, on site access, security clearances to sites, technical support staff, operations staff, or any other resource needed to address the service request.
3. Provisioning of necessary electronic and/or network access to electronic equipment used for the delivery of services by the Provider to the Customer for the purpose of automated and/or remote service monitoring and remediation.

E. Provider Requirements.
Provider responsibilities and/or requirements in support of this Agreement include:

1. Meeting response times associated with service related incidents.
2. Appropriate notification to Customer for all scheduled maintenance.

F. Service Assumptions.
Assumptions related to in-scope services and/or components include:

1. Changes to services will be communicated and documented to all stakeholders. Changes that are not communicated to all stakeholders cannot be supported by this Service Level Exhibit.
2. The Customer will be responsible for providing adequate and reliable electrical services at all locations that the Service Provider provisions service delivery.
3. In instances of shared technology infrastructure, the Customer will be responsible for providing adequate and reliable technology infrastructure connectivity to the Service Provider.
4. Service requests placed that result in a root cause determination being lack of the aforementioned assumptions may be billed to the customer.

II. SERVICE MANAGEMENT.
The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

A. Staffed Service Support.
Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Telephone Support: 24 hours a day, 365 days a year
- Email support: 24 hours a day, 365 days a year
- Provider's Customer Service and Admin Portal Ticketing system support: monitored 24 hours a day, 365 days a year
- Onsite assistance, as necessary, within 48 hours Monday – Friday excluding Holidays

B. Automated Service Support.
1. The Technical Support team monitors all supported devices 24/7 from the primary datacenter site located in Nashville, TN.
2. Automated remediation of issues may occur as a result of proactive network monitoring. This remediation will be documented by the Service Provider and is available to the Customer upon request.

C. Service Requests.
All Service Requests must be provided via telephone, email, the Provider's Admin Portal Ticketing system. All necessary contact information (telephone numbers, email, Provider's online customer service and ticketing portal) will be made available to Customer.

In support of services outlined in this Agreement, the Service Provider will respond to service related incidents and/or requests submitted by the Customer within the following time frames:

- 0-8 hours (during business hours) for issues classified as **High** priority.
- Within 36 hours (during business hours) for issues classified as **Medium** priority.
- Within 72 (during business hours) for issues classified as **Low** priority.

Remote assistance will be provided in-line with the above timescales dependent on the priority of the support request and whether or not the preferred access method is available.

D. Service Priority.
All Service Requests are classified as Low, Medium or High priority. Requests classified as Low Priority include but are not limited to:

- End User Devices or Peripherals
- Requests for information not related to a current service outage
- Requests regarding an issue affecting a single customer at a single site
- Feature Requests

Requests classified as Medium Priority include but are not limited to:

- On site infrastructure hardware related requests
- Requests regarding an issue affecting more than one customer at a single site

Requests classified as High Priority include but are not limited to:

- Requests related to Provider Software and/or Applications
- Requests related to core network services
- Requests regarding an issue affecting multiple customers at multiple sites

Exhibit G – Answers to County's Questions

ANSWERS TO COUNTY'S QUESTIONS

Financial

1. Please provide a detailed breakdown on the $516,450 costs for the hardware for video visitation.

ICSolutions Response:
The breakdown of costs is as follows:

Hardware			
Price	Units	Description	
$ 150,000.00	100	V10 Video Phone and Multi-Purpose Kiosk	
$ 74,000.00	20	V17 Video Phone and Multi-Purpose Kiosk	
$ 1,500.00	1	Lobby Registration and Scheduling Workstation	
$ 1,500.00	1	Officer Control and Monitoring Workstation	
$ 24,000.00	120	Mounting Plates and Backboards	
$ 22,500.00	15	8 Port PDU	
$ 3,750.00	5	24 Port Switches	
$ 7,333.00	1	Video Call Processing Server	
$ 7,333.00	1	Video Recording Stroage Server	
$ 1,500.00	1	Enterprise Firewall	
$ 750.00	1	Equipment Rack and Shelves	
$ 1,600.00	1	APS UPS + Power Management Module	
$ 295,766.00			

Support			
Price	Units	Description	
$ -	1	Year 1 Warranty (hardware, software, maintenance, remote support)	
$ 53,237.88	1	Year 2 Warranty (hardware, software, maintenance, remote support)	
$ 53,237.88	1	Year 3 Warranty (hardware, software, maintenance, remote support)	
$ 53,237.88	1	Year 4 Warranty (hardware, software, maintenance, remote support)	
$ 53,237.88	1	Year 5 Warranty (hardware, software, maintenance, remote support)	
$ 212,951.52			

Installation			
Price	Units	Description	
$ 66,000.00	120	Wall Mounted Installallation and Wired	
$ 500.00	1	Lobby Registration and Scheduling Workstation	
$ 500.00	1	Officer Control and Monitoring Workstation	
$ 67,000.00			

$ 575,717.52		subtotals	
$ 59,267.52		11% discount	
$ 516,450.00		Total Price	

2. Please clarify the final cost for 500 tablets if the County purchases them outright.

ICSolutions Response:
The estimated cost is $101,833. A detailed site survey can be completed in the next week or two to get the final number of charging stations and access points.

3. What is the projected revenue/cost projections for 2021, 2022, 2023, 2024 (proposed contract extension years) assuming that all tablet costs are paid up front (500 tablets at a total cost of $101,833, video and phone contracts through 12/31/24).

ICSolutions Response:
Revenue / cost projections are as follows:

Revenue & Costs Projections					
1000					
	2019	2021	2022	2023	2024
Gross Phone Revenue	$1,226,898	$1,165,553	$1,165,553	$1,165,553	$1,165,553
Gross Tablet Revenue	$ -	$ 20,000	$ 20,000	$ 20,000	$ 20,000
Gross Video Revenue	$ -	$ 3,750	$ 3,750	$ 3,750	$ 3,750
Phone Commissions	$ 995,014	$ 794,493	$ 794,493	$ 794,493	$ 945,264
Tablet Commissions	$ -	$ 4,000	$ 4,000	$ 4,000	$ 4,000
Video Commissions	$ -	$ 1,875	$ 1,875	$ 1,875	$ 1,875
	$ 995,014	$ 800,368	$ 800,368	$ 800,368	$ 951,139
* VVS paid off by end of 2023					

4. It appears that ICS is clawing back the $516,450 each month with $.25 per call for video visitation. This will amount to around $15,000 or so per month. It would be nice if this is taken only from the amounts above the guaranteed monthly commission amount of $70,000.

ICSolutions Response:
Projected revenue is based in large part on the number of active inmates in the facility. If inmate levels return to pre-COVID-19 numbers, this should not be a problem.

5. Please clarify the $25,000 technology grant intended use (give examples).

ICSolutions Response:
ICSolutions will pay for equipment and services as directed by the customer up to $25,000.00. Clients have used these funds for security cameras, laptops, and even wi-fi service.

6. Please confirm the County owns all equipment and infrastructure after the equipment has been paid through off-set revenue.

ICSolutions Response:
Confirmed.

Warranty/Support

1. What is the service level agreement for the phones, video visitation, tablets, and infrastructure?

ICSolutions Response:
ICSolutions has attached our standard Service Level Agreements for phones, video visitation, tablets, and infrastructure to the end of these responses as EXHIBIT A.

2. Is there a limit on Kent County authorized contacts for initiation of a service request for system outage or issue?

ICSolutions Response:
No, there is no such limit.

3. When a call is placed to your support organization, who is the first person we talk to and what is their background and experience with the software?

ICSolutions Response:
ICSolutions' Technical Services Center (TSC) operates 24 hours per day, 365 days per year in support of our customer sites. When calling our toll free number, you will be connected with a live, U.S.-based Level 1 TSC technician. All service technicians undergo a 40-hour system and network training certification at our San Antonio headquarters and are fully qualified to troubleshoot our products and services.

General
4. What is the timeline for the project? Can you provide a typical project plan for a project of similar size and scope?

ICSolutions Response:
A typical timeline for installation of the video visitation system is 60 days, with only 10 of those days onsite:

On-Site Installation – Within 10 days

Ref	WBS	Task	Duration
9	1.3.4	**Site Installation**	**10 days**
9.1	1.3.4.1	Verify/Test Network Circuits	1 day
9.2	1.3.4.2	Equipment Setup and Powered (including labeling any new cabling)	1 day
9.3	1.3.4.3	Installation of VVS Stations, including QA Testing & Test Plan Execution	8 days
9.4	1.3.4.4	Workstation Setup and Administrative Software Installed	1 day
9.5	1.3.4.5	Verify Inmate ID Data Flow is accurate	1 day
9.6	1.3.4.6	ID Phone Ports & Create Equipment Inventory Listing	0.5 day
10	**1.3.4.7**	**Cutover**	**1 second**
11	**1.3.4.8**	**User Acceptance Testing**	**2 days**
12	**1.3.4.9**	**Training**	**2 days**

A typical tablet installation timeline is also 60 days. We have attached samples of both to the end of these responses as EXHIBITS B and C.

5. What is the general breakdown of responsibilities between IC Solutions and Kent County Information Technology?

ICSolutions Response:
ICSolutions will be responsible for all phases of providing the new services. During the installation, ICSolutions will only need assistance from County personnel for the following tasks:

- Clearance for the Project Team to work in approved areas without the need for a County escort
- Assistance with any facility-specific challenges regarding access, delivery of hardware and circuits, install, etc.
- A project manager at the County who can serve as a single point of contact for the ICSolutions project manager
- At completion of installation, ICSolutions' Project manager will work with the County to ensure that all deliverables have been completed, tested, and approved by the County
- Attend training to become familiar with new systems and their capabilities

6. If IC Solutions is the overall provider of an on-site, managed solution, will they provide support for regulatory compliance audits and corrective actions?

ICSolutions Response:
Yes, ICSolutions will provide support for regulatory compliance audits and corrective actions.

7. What learning and support resources are available to the County project team and application administrators?

ICSolutions Response:
ICSolutions offers unlimited, free training to all County users upon deployment, and at any time during the contract term. Training will be conducted using the County's own live system and can performed onsite or remotely via WebEx. User documentation is also available on The ENFORCER® and is updated each time a software update is released.

Technical
8. Have the locations for equipment been determined, and if not, who makes the determination?

ICSolutions Response:
Similar process to ICSolutions' telephone installation – ICSolutions' installation team will complete site surveys and validate with KCCF Video Visitation replacement locations and Tablet Hot Spot placement and Tablet charging locations for optimal performance.

9. Who will be doing the install and are they aware that they will need to meet our standards for wiring, conduit and fastening? Who is paying the costs to meet our installation standards?

ICSolutions Response:
ICSolutions will perform all installation tasks and is aware that we will need to meet the County's standards for wiring, conduit, and fastening. ICSolutions will be responsible for any related costs.

10. Has Kent County Information Technology been involved to make sure this does not interfere with existing county installations?

ICSolutions Response:
ICSolutions will work with KCCF and KCIT in determining project implementation schedule just as we did when we installed our telephone network. This project does not touch the KC network.

11. Has anyone verified that there is adequate power available for equipment and charging stations?

ICSolutions Response:
ICSolutions' Video Visitation operates via power over ethernet (PoE), so existing infrastructure is expected to support the ICSolutions Visitor™ solution. Site surveys for both solutions will be completed by our installation team to confirm power location needs for the Tablet charging stations.

12. Video Visitation Clarification

a. Are all video visitation booths internet capable?

ICSolutions Response:

All video visitation booths are internet capable, allowing them to communicate with our offsite database and with remote visitors. However, they are not capable of accessing the public internet.

b. What are the networking and cabling requirements for the Video Visitation system? Will IC Solutions be providing network hardware or use existing infrastructure?

ICSolutions Response:

ICSolutions will provide all network hardware needed to support the video visitation system.

c. Can IC Solutions provide an overall system architecture of hardware/storage? Where will it be housed? Who will be maintaining operational items such as backups, recovery, security patching, etc.? Are there PCI-Compliance or other sensitive data that the County will need to consider that is being stored within the County?

ICSolutions Response:

The Visitor™ is a completely TCP/IP based system, with all video visitation rules, administrative tools, data, and recordings accessible online by authorized users using a single sign-on to The ENFORCER® for ultimate convenience. ICSolutions will deploy a private, dedicated network that is totally isolated from and will never traverse the Facility's network. Because The Visitor™ is a module embedded in The ENFORCER®, less hardware is necessary to support video visitation. The typical network design (including hardware) supporting The Visitor™ Video Visitation System is pictured below.

The Visitor℠ Visitation Management System
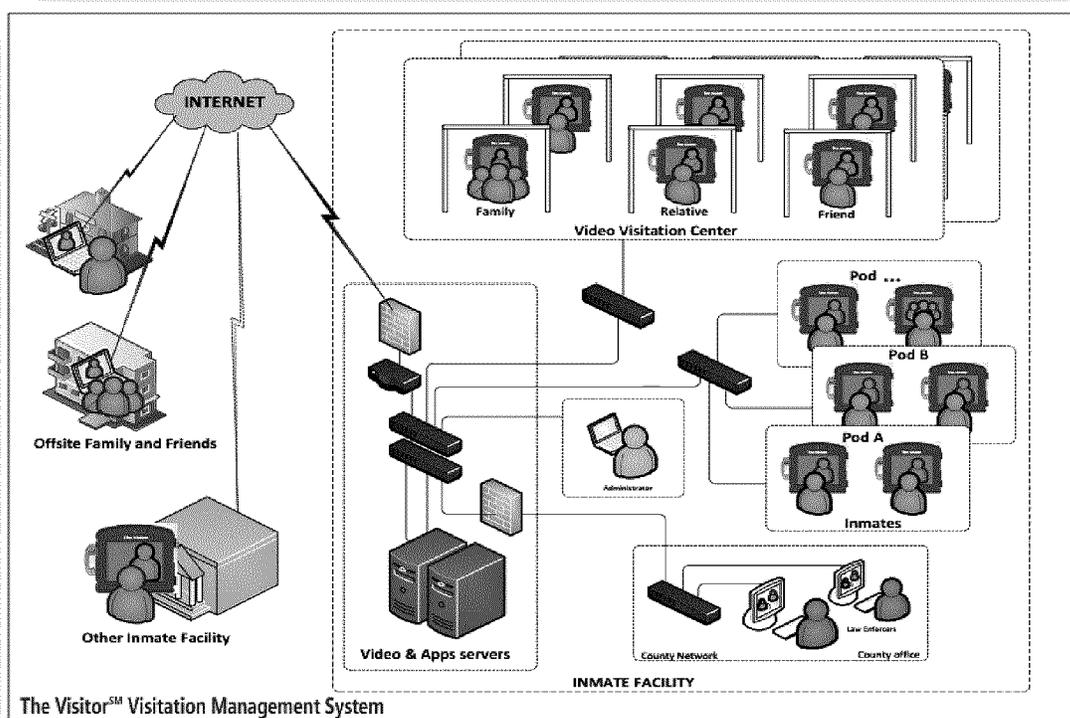
d. Will any hardware need to be placed into the County's DMZ that will require hardening, monitoring, or other security considerations from County IT?

ⒸSolutions Response:
No hardware will need to be placed into the County's DMZ that will require hardening, monitoring, or other security considerations from County IT.

e. What application interfaces are required for solution implementation? Who is responsible for developing any interfaces between the Visitation system and existing platforms such as commissary, jail mgmt systems, video arraignment systems, etc.?

ⒸSolutions Response:
The Visitor™ video visitation system is a component of The ENFORCER® platform that already provides for your inmate calling services; all information that is available in The ENFORCER® will also be available in The Visitor™. ICSolutions will develop any additional interfaces necessary at no cost to Kent County.

The Visitor™ video visitation stations are capable of interacting and sharing data with other applications via a browser or web service. We are frequently asked to enable interfaces between the video visitation station and third parties, such as the JMS, inmate banking provider, and commissary provider. These interfaces allow inmates to login to his account, check the inmate information provided by the Facility or available within The ENFORCER® (such as call data, account balances, etc.), as well as check the status of that account and place an order for any commissary product or service provided by the current or any future commissary service provider. This eliminates the need for the facility to provide additional specific-use inmate/commissary kiosks separate from the video visitation stations.

The Visitor™ video visitation system will interface with the Jail Management System (JMS) via The ENFORCER®. The ENFORCER® will interface with the current Jail Management System (JMS) provider in order for the its database to have a current and the most up to date list of all inmates, their location within the facility, their current visitation privilege status. Leveraging this interface, we will also retrieve any restrictions the inmate may have and any visitors which are not allowed to visit with that inmate.

Because The Visitor™ is a module of The ENFORCER®, this integration will also update the data and restrictions necessary for The Visitor. Depending on the information stored within the JMS, The Visitor™ will be able to automate many controls that are currently performed manually, including but not limited to automatically:

- Utilizing the same inmate identification number assigned by the JMS
- **Updating the system for inmate information, such as ID, name, race, gender, date of birth, housing location, and moves**
- Importing inmate and visitor information maintained in the JMS, such as:
    - Approved visitors
    - Inmate or visitor restrictions, such as "Keep Separates" or warrant check results
    - Events that may affect inmate availability, such as medical appointments or court dates
    - Visitation rules or policies maintained, such as visitation times by housing unit
- Canceling a visit if the inmate's visitation privilege status changes or if they are released
- **Rescheduling visits for moved inmates, so long as there is an available video station at the time scheduled**

- Notifying visitors that a visitation has been cancelled or requires rescheduling, with a link to the web-based scheduling system provided in the email

Should a scheduled session be cancelled for any reason, The Visitor™ will automatically email the visitor notifying him or her of the cancellation with the reason for the cancellation and prompt the visitor to reschedule their session.

f. For watching recorded visits, how do end-users/staff access stored videos for playback from desktop PC's?

ICSolutions Response:

Authorized users will be able to search visitation data to playback, or to download and export recorded files in .mp4 format for playback from a local device, from the *Visitation Records* screen.

Download Visit Recordings – Visitation Records Screen

The user can playback the recording by clicking the Play icon in the Action column:

"Play" Icon

Exporting Recordings

Video recordings can be saved to the hard drive or to an external device, such as a desktop computer, jump drive, or DVD. The workstations provided by ICSolutions will have the ability to burn recordings to DVD.

Visitation Records – Download Recordings

The video can also be downloaded directly from the playback screen:

Recorded Video Visitation - Playback

g. Who manages the day-to-day care and feeding of the system (user accounts, payment info, problems with visits, general tech support)?

ICSolutions Response:
The ICSolutions Technical Support and Client Services departments.

h. Can we link/embed access to system from the County's web site?

ICSolutions Response:
Yes. The pubic video visitation system is accessible via a web link, which can easily be placed on the County's website.

i. Will access be needed between IC Solutions and County networks for purposes of managing devices, users, etc?

ICSolutions Response:
No. County users will only need access to The ENFORCER®, the same interface you are already

j. Will IC Solutions utilize the County's Internet connection, or provide their own?

ICSolutions Response:
ICSolutions will deploy a private, dedicated network that is totally isolated from and will never traverse the County's network.

k. What does IC Solutions require for remote vendor support (site to site VPN, etc)?

ICSolutions Response:
ICSolutions does not require any remote vendor support.

13. Bridge Wireless Tablets

a. What are the wireless network requirements? Who will be responsible for installation, support, configuration, and ongoing maintenance related to the wireless infrastructure?

ICSolutions Response:
ICSolutions will be responsible for all installation, support, configuration, and ongoing maintenance related to the wireless network.

b. The County already has a limited wireless presence in the Jail. Will IC Solutions work with County to use different channels, etc as necessary to allow co-mingling of wireless networks?

ICSolutions Response:
Yes.

c. Who will be managing the issuing, recovery, repair, and ongoing lifecycle of the tablets?

ICSolutions Response:
ICSolutions.

d. Will tablets need to print to County printers?

ICSolutions Response:
No.

e. Will access be needed between IC Solutions and County networks for purposes of managing devices, users, etc?

ICSolutions Response:
No.

f. Will IC Solutions utilize the County's Internet connection, or provide their own?

ICSolutions Response:
ICSolutions will provide our own internet connection.

What does IC Solutions require for remote vendor support (site to site VPN, etc)?

ICSolutions Response:
ICSolutions does not require any remote vendor support.