

AMENDMENT NO. 2 to the INMATE TELEPHONE SERVICES AGREEMENT

This Amendment No. 2 to the Inmate Telephone Services Agreement dated November 9, 2017, as previously amended (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. ICS shall provide a full-time site administrator with skills and duties reasonably acceptable to County. The administrator will also be on-call 24 x 7 x 365 outside of regular working hours. Such position shall be established as at-will employment by ICS. The site administrator shall be solely dedicated to the County. ICS shall provide the following services for the site administrator: (a) recruiting, hiring, training and employing the site administrator in compliance with applicable laws; (b) compensating and providing benefits; (c) paying or withholding any payroll taxes and insurance premiums and fulfilling any employer's obligations for unemployment compensation; (d) providing any legally required workers' compensation benefits and coverage; (e) maintaining payroll records; (f) making legally required employment law disclosures; and (g) performing human resources administration and non-operational supervision.
3. ICS shall furnish all materials, equipment and supplies used by the site administrator including, but not limited to, computer, telephone, and office equipment.
4. The County shall be entitled to exercise broad general powers of supervision and control over the results of work performed by the site administrator to ensure satisfactory performance and acceptable work product. The County shall have the right to request the removal of the site administrator whom the County deems to be unsatisfactory at any time, except to the extent prohibited by applicable law. Upon such request, ICS shall use all reasonable efforts to promptly replace the site administrator with a person having appropriate skills and training. County may request that the position be eliminated at any time with thirty (30) days' prior written notice.
5. ICS shall provide the site administrator with all training and industry-specific certifications relevant to performing the required job functions. The site administrator shall perform the following functions: (a) act as the initial point of contact for all ICS contractual responsibilities and obligations; (b) be accountable for following the procedures and methods outlined in ICS's SLA; (c) perform routine and/or emergency installations and repairs of all ICS hardware, tablets and telephones; (d) complete detailed reports listing requests for technical assistance and the steps taken to resolve them; (e) attend meetings with County staff to analyze, troubleshoot and diagnose issues with ICS systems; (f) provide administrative support for the inmate telephone, tablets and video visitation systems including diagnosing errors and/or technical problems and determining proper solutions; (g) actively update, maintain and monitor all aspects of the ICS systems.
6. The site administrator must undergo a criminal background check and fingerprinting before starting work. The County shall be the sole determiner of the suitability of potential site administrators to work in this facility. The County reserves the right to permanently bar any ICS employee for behavior it deems inappropriate.
7. ICS warrants that its employees, including the site administrator, will abide by and successfully complete the required training for all individuals and contractors working in correctional facilities that is

found in the Prison Rape Elimination Act ("PREA") 42 USC Sec 15602 prior to commencing the services in this Amendment.

8. While the site administrator position is filled and onsite performing services for the County, ICS shall deduct \$4,500.00 per month from the Commissions that are otherwise payable to County. Such deduction shall be prorated for any partial month and shall be counted as a contribution toward any applicable MAG obligation.
9. Except as amended herein, the Agreement shall remain in full force and effect.

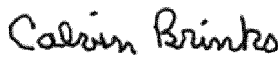
IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives:

Inmate Calling Solutions, LLC

Kent County, MI



(Signature)



(Signature)

Mike Kennedy

(Printed Name)

Calvin Brinks

(Printed Name)

VP of Sales and Marketing

(Title)

Purchasing Manager

(Title)

7/8/2021

(Date)

7/8/2021

(Date)