

ICSOLUTIONS & SCOTT COUNTY MASTER TERMS AND CONDITIONS

THIS AGREEMENT, by and between County of Scott, Minnesota, a municipal corporation hereinafter referred to as "County," and Inmate Calling Solutions, LLC d/b/a ICSolutions, with offices at 2200 Danbury Street, San Antonio, TX, hereinafter referred to as "Provider."

RECITALS:

WHEREAS, Provider provides various hardware and software products and professional maintenance and support services for the inmate calling and video visitation systems, herein after referred to as "The ICS Systems"; and

WHEREAS, County wishes to enter into an agreement with Provider for various products and services, including but not limited to, Provider's inmate telecommunications systems and related hardware, software licenses, systems maintenance, support, and hosting, and installation and implementation services; and

WHEREAS, County and Provider agree that the most efficient manner to handle the potential for multiple projects is through a master terms and conditions agreement that governs later agreed-to schedules, Statements of Work, and other written agreements entered into from time to time by County and Provider for the provision of specific products or services; and

WHEREAS, the Parties agree that Provider shall license the Systems and perform the services described in the Agreement, Attachments, Exhibits, or Addendums as agreed to between the parties.

NOW THEREFORE, in consideration of the mutual undertakings and agreement contained within this agreement, Provider and County hereby agree as follows:

1. Scope of Services

a. Services:

Under the terms of these Master Terms and Conditions, Provider shall provide general products and services ("Services") to County which may include, but shall not be limited to:

- **Hardware and Maintenance:** Equipment needed for provision of services.
- **Software Licensing:** License parameters for Provider's Software Suite.
- **Software Maintenance and Support:** Services such as bug fixes, telephone support, software updates and enhancements beyond the warranty set forth in any software license agreement, following implementation and go-live by County.
- **Application Hosting and Managed Services:** Services such as maintaining the computing environment with hosting and managed services and enhancements beyond the warranty set forth in any software license agreement, following implementation and go-live by County.
- **Software Implementation and Development Services:** Services required for installation, implementation and modification as necessary of the systems such as software development, software enhancements, consulting, education, installation, data conversion, training, application integrations (API's) and software modifications.
- **Additional Services:** Unanticipated services requested by County on an "as needed" basis that County determines are in its best interests and Provider is capable of and willing

to perform. The costs and fees associated with such additional services shall be separately negotiated by the parties if not already addressed by this Agreement or the Attachments.

b. Attachments for Services:

Specific requirements for Services will be agreed to by the Parties and reduced to writing in an agreement which will be added as an attachment ("Attachment") to this Agreement and will be subject to all of the terms and conditions of this Agreement.

Attachments will include:

- A general title/label of the products or services contemplated by the Attachment;
- Pricing terms for each product or service;
- The term of service for the Attachment
- The specific scope of services to be provided; and
- Conditions specific to the products or services not covered by this Master Terms and Conditions Agreement.

All Attachments shall be signed by the authorized agents set out in Section 6 for County and Provider. Each Attachment shall be a part of and governed by the terms and conditions of this Agreement. If there is a conflict between these General Terms and Conditions and any Attachment, the terms of the Attachment shall control.

c. Acceptance of Services:

Services provided and identified in this Agreement or Attachments shall be considered accepted for the purposes of achieving "Acceptance" status as set forth in the relevant Attachment or if no criteria is listed, when: a) County notifies Provider of written acceptance or compliance; b) an agreed upon period of acceptance testing expires, and County has not notified Provider of any material issue, failure, or correction; or c) County is using the software for a purpose other than testing.

d. In providing services, Provider comply at all times with all applicable federal, state, and local regulations and hold any required licenses, permits, certificates, inspections, and documented standards, including, but not limited to:

- Annual Fire, Health, and DOC Inspections
- Minnesota Department of Corrections – Chapter 2911
- Minnesota Department of Health
- Minnesota Money Transmitter License
- Minnesota State Statutes
- Payment Card Industry (PCI) Compliance
- Scott County Jail Policies

2. Effective Date of Contract

This agreement shall be effective upon the date all signatures are obtained.

3. Term of Contract

The term of this agreement shall be for a period of 5 years beginning upon the date all signatures are obtained.

4. Compensation and Fees

a. Compensation to County for Inmate Phone and Video Visitation Services:

Provider 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. Each commission payment to County shall be final and binding unless Provider receives written objection from County within ninety (90) days of County's receipt of such payment. County shall be paid the following commissions for the services to be provided under this Agreement:

- 1) Inmate Calling Services. 82.5% of Adjusted Gross Revenue. Adjusted Gross Revenue is defined as total gross revenue on all calls, including interstate, less Video Fee.
 - a) Video Visitation System Offset: From commissions due to County, Provider shall be entitled to reduce commissions \$0.25 per call ("Video Fee") up to a maximum lifetime amount of \$65,100.00.
- 2) Inmate Voicemail. 82.5% of total gross voicemail revenue.
- 3) Inmate Remote Video Visitation. 82.5% of total gross remote video visitation revenue.
- 4) Minimum Annual Guarantee (MAG). The MAG to the County, measured as the sum of the commissions prior to Video Fee reductions, will always exceed \$90,000. Actual commissions paid to County and Video Fees collected shall be reconciled annually against the MAG and any shortfall paid to County within 30 days following the end of each term year.

b. Authorized Phone and Video Visitation fees to Provider, payable by inmates using services:

- 1) Inmate Calling Services. Provider shall charge the following rates for calls from all County service locations:

Prepaid, Debit & Direct Bill Calling Rates	
<u>Call Type</u>	<u>Per Minute Charge</u>
Local	\$0.21
Intrastate/IntraLATA	\$0.21
Intrastate/InterLATA	\$0.21
Interstate	\$0.21
International (Debit only)	\$0.75

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

- 2) Billing Fees (non-commissionable):
 - a) Payment Processing Fee (Live Agent)..... \$5.95
 - b) Payment Processing Fee (IVR or Internet)..... \$3.00
 - c) Direct Billing Statement Fee \$2.00

- 3) Inmate Voicemail (commissionable):
 - Per Inbound Message..... \$1.00

- 4) Inmate Remote Video Visitation. Provider shall be allowed to charge the following rates for remote video visitation:
 - Per 20-minute Session..... \$5.00

c. 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 Provider 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 inmate population consistent with the average of the three months preceding the system Go-Live Date and having access to telephones materially consistent with industry practice.

5. Authorized Agents

Scott County shall appoint an authorized agent for the purpose of administration of this agreement. Provider is notified of the authorized agent of Scott County as follows:

Authorized Agent for Master Terms and Conditions Agreement:

David Beer
Board Chair
Scott County
200 Fourth Avenue West
Shakopee, MN 55379
dbeer@co.scott.mn.us

Authorized Agent for Attachments, Amendments, Enhancements:

Luke Hennen
Sheriff
Scott County
301 Fuller Street South
Shakopee, MN 55379
(952)496-8625
lhennen@co.scott.mn.us

The County is notified the authorized agent for Provider is as follows:

Mike Kennedy

Vice President Sales & Marketing
ICSolutions
2200 Danbury Street
San Antonio, TX 78217
(866)228-4040
mkennedy@icsolutions.com

The County is notified the Point of Contact for Provider is as follows:

Melissa Mitchell
Project Manager
ICSolutions
2200 Danbury Street
San Antonio, TX 78217
(210)572-9563
Melissa.mitchell@icsolutions.com

6. County and State Audit

Pursuant to Minn. Stat. Section 16C.05, Subd. 5, the books, records, documents, and accounting procedures and practices of Provider relative to this agreement shall be subject to examination by County, State Auditor, Legislative Body, or authorized representatives of these entities. Complete and accurate records of the work performed pursuant to this agreement shall be kept by Provider for a minimum of six (6) years following termination of this agreement for such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action involving County regarding matters to which the records are relevant. The retention period shall be automatically extended until the administrative or judicial action is finally completed or until the authorized agent of County notifies Provider in writing that the records need no longer be kept.

7. Indemnity

Each party will defend, indemnify and hold the other party harmless from and against any and all claims, liabilities, damages and expenses, incurred by the indemnified party, to the extent caused by the willful misconduct or negligent acts or omissions of the indemnifying party or its agents and employees in the performance of the party's duties under this Agreement or an Attachment.

Provider will defend, indemnify and hold harmless County from and against all claims, liabilities, damages and costs, including attorney fees and other legal expenses ("Claims"), relating to any actual or alleged infringement by any Services of any patent, copyright, trade secret or other intellectual property right or proprietary right of anyone; provided such defense and payments are conditioned on the following: (1) that Provider shall be promptly notified in writing by County following its receipt of any such claim; and (2) that Provider shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

8. Insurance

Provider shall not commence work under this agreement until it has obtained, at its own cost and expense, all insurance required herein. All insurance coverage is subject to approval of County and shall be maintained by Provider until final completion of the work.

a. Workers' Compensation

- 1) State: Minnesota – Statutory
- 2) Employer's Liability with minimum limits of:

Bodily Injury by Accident:	\$100,000 each Accident
Bodily Injury by Disease:	\$100,000 each Employee
Bodily Injury by Disease:	\$500,000 policy limit

3) Benefits required by union labor contracts: as applicable

In the event Provider is a sole proprietor and has not elected to provide workers' compensation insurance, Provider shall be required to execute and submit an affidavit of sole proprietorship in a form satisfactory to County before entering into the agreement.

b. Commercial General Liability

Including Premises, Operations, Products, Completed Operations, Advertising, and Personal Injury Liability, with the following minimum limits of liability:

- \$2,000,000 Aggregate
- \$2,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Personal Injury & Advertising Injury
- \$1,000,000 Occurrence
- \$ 100,000 Fire Damage Limit
- \$ 5,000 Medical Expense

Policy should be written on an occurrence basis and include explosion, collapse and underground.

c. Commercial Auto Liability

Automobile Liability should include Hired and Non-Owned, and County should be named as an additional insured.

Minimum limits of liability shall be:

- If split limits: \$1,000,000 each person/\$1,000,000 each occurrence
- \$1,000,000 each occurrence for Property Damage

If combined single limit: \$1,000,000 per occurrence

d. Professional Liability and Technology E&O

\$5,000,000 per Claim and in the Aggregate

e. Proof of Insurance

Insurance certificates evidencing that the above insurance is in force with companies acceptable to County and in the amounts required shall be submitted to County for examination and approval prior to the execution of the agreement, after which they shall be filed with County. **The insurance certificate shall name County as an additional insured and specifically provide that a certificate shall not be materially changed, canceled or non-renewed except upon sixty (60) days prior written notice to County.** Neither County's failure to require or insist upon certificates, nor other evidence of a variance from the specified coverage requirements, amends Provider' responsibility to comply with the insurance specifications.

9. Ownership of Licensed Software, Further Enhancements, and Other Materials.

Each Further Enhancement, which is defined as any change, revision, modification or addition to the existing software shall be owned by Provider and shall become part of the Licensed Software and subject to the License Agreement, including without limitation the confidentiality provisions thereof and the provisions thereof regarding ownership. Provider shall own all Intellectual Property Rights (as defined below) and all other rights, title and interests in and to the Licensed Software, each Further Enhancement, and the related documentation and materials, the content thereof and in the ideas and concepts embodied therein, and in any and all copies, modifications, alterations and enhancements to the Licensed Software or to any Further Enhancement, including any derivative works resulting therefrom. As used herein, "Intellectual Property Rights" means any and all now known or hereafter devised rights under any intellectual property law or regulation in any jurisdiction throughout the world, whether tangible or intangible, including without limitation copyrights, mask-works, service marks, trade names, trade secrets, patents, designs, algorithms and other industrial property, whether arising by operation of law, contract, license, or otherwise, and all registrations, initial applications, renewals, extensions, continuations, issuances, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing), Confidential Information and trade secrets, and the waiver of any "moral rights" associated with such rights.

Provider shall have the right to use all or any part of each Further Enhancement for any work or services done for or provided to any other client of Provider.

Provider shall own all Intellectual Property Rights (as defined below) and all other rights, title and interests in and to the Software, Documentation and related materials, the content thereof and in the ideas and concepts embodied therein, and in any and all copies, modifications, alterations and enhancements to the Software or Documentation including any derivative works resulting therefrom. As used herein, "Intellectual Property Rights" means any and all now known or hereafter devised rights under any intellectual property law or regulation in any jurisdiction throughout the world, whether tangible or intangible, including without limitation copyrights, mask-works, service marks, trade names, trade secrets, patents, designs, algorithms and other industrial property, whether arising by operation of law, contract, license, or otherwise, and all registrations, initial applications, renewals, extensions, continuations, issuances, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

10. Confidential Information

Because either party may have access to information of the other party that the other party considers to be confidential or proprietary ("Confidential Information"), each party will maintain all information identified by the other party as Confidential Information in confidence and will use it solely in the discharge of its obligations under this agreement and any applicable Attachment. "Confidential Information" means any non-public information, technical data, trade secrets or know-how (including, but not limited to, information relating to property owners, taxpayers, data, assessments, research, products, Software, formula, process, techniques, services, development, inventions, processes, engineering, techniques, pricing, internal procedures, finances, employees and business opportunities) whether having existed, now existing, or to be developed or created in the future, whether tangible or intangible, and whether or how stored, compiled or memorialized physically, electronically, graphically, photographically or in writing.

Nothing herein will be deemed to restrict a party from disclosing Confidential Information to its employees and subcontractors in the discharge of its obligations hereunder or as required by law.

Confidential Information will not include information that (i) is, or becomes, generally known or available through no fault of the, recipient; (ii) is known to the recipient at the time of its receipt from the disclosing party; (iii) the disclosing party provides to a third party without restrictions on disclosure; (iv) is

subsequently and rightfully provided to the recipient by a third party without restriction on disclosure; (v) is independently developed by the recipient, without reference to the disclosing party's Confidential Information; (vi) is required to be disclosed pursuant to a governmental agency or court subpoena, provided the recipient promptly notifies the disclosing party of such subpoena to allow it reasonable time to seek a protective order or other appropriate relief or (vii) data that is considered public under any state law or federal regulation.

Neither Party shall use any Confidential Information received from the other Party except as expressly permitted under this Agreement, or as necessary to perform its duties hereunder, and neither Party shall disclose any such Confidential Information of the other Party to any third party (except employees and only on a "need to know" basis and subject to their being bound to protect the confidentiality of the Confidential Information) without the other Party's prior written consent, unless required to do so by court order or other operation of law, and then only subject to prompt notice to the other Party. This restriction shall apply without regards to expiration or termination of this Agreement or any attachments to this Agreement.

All County data, documents, files, memos, correspondence or related materials prepared by County, shall be owned by County, including all rights, title and interest, and shall not be removed from County, nor used by Provider, unless authorized in writing by County agent listed in Section 6 in this agreement. All data classified as private or confidential under the Minnesota Government Data Practices Act shall not be removed or shared in any format with any person or party outside of this agreement.

11. Subcontracts

Provider shall not subcontract any portion of the work to be performed under this agreement nor assign this agreement without the prior written approval of the authorized agent of County. Provider shall ensure and require that any subcontractor agrees to and complies with all of the terms of this agreement. Any subcontractor of Provider used to perform any portion of this agreement shall report to and bill Provider directly. Provider shall be solely responsible for the breach, performance or nonperformance of any subcontractor.

12. Force Majeure

County and Provider agree that Provider shall not be liable for any delay or inability to perform this agreement, directly or indirectly caused by, or resulting from, strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot, civil commotion, lack of material, delays of transportation, acts of God or other cause beyond reasonable control of Provider and County.

13. Data Practices

Provider, its agents, employees and any subcontractors of Provider, in providing all services hereunder, agree to abide by the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as amended, and Minn. Rules promulgated pursuant to Ch. 13. Provider understands that it must comply with these provisions as if it were a government entity. Provider agrees to indemnify and hold County, its officers, department heads and employees harmless from any claims resulting from Provider's unlawful disclosure, failure to disclose or use of data protected under state and federal laws.

14. Access to Premises

County shall arrange access as necessary to work sites for Provider for the purpose of performing work described in this agreement.

15. Personnel

- a. Background Checks: Provider shall work cooperatively with County to perform County-approved background checks on all employees entering Scott County facilities. County may require private information on proposed staff for the purpose of running their own background check. All Provider staff must be pre-approved prior to admittance in County facilities. The County shall have the exclusive right to refuse employees proposed by Provider, while remaining compliant with Federal, State or local law.
- b. Provider shall be required to deliver a current list of all employees and phone numbers on commencement of service to the County. This list shall be updated annually and/or upon changes in personnel.
- c. Provider shall be responsible to notify the County if any staff-person is charged with or convicted of a crime during their assignment at County facilities. The County reserves the right to request that the Provider remove the employee from the premises.
- d. Employee/Inmate Acquaintance: Provider must ascertain and notify the County or designee within 24 hours if Provider becomes aware that any staff employed at the facility is related to or a personal acquaintance of any person confined as an inmate in the Jail. It is the Provider's responsibility to require its employees to alert Provider whenever this situation occurs.
- e. Security
 - 1) Provider staff, not previously screened for admittance, shall not be admitted to the Jail facility without proper notification to and authorization by the County. Request for pre-approval and authorization will be in writing and submitted to the County on proper forms, provided by the County.
 - 2) All Provider employees may be subject to passing through a metal detector upon entering and leaving County buildings. In addition, all persons and their belongings may be subject to search upon entry and exit. No cigarettes, prescription medicines, or personal items such as handbags, storage bags, boxes, packages, cell phones, other entertainment devices, etc. may be brought into the secure area of the Jail facility. Lockers are available for such items to be stored.

16. County Assurances

- a. County will advise Provider of any service locations or related premise that have been closed.
- b. County will, throughout the term of this Agreement, including any renewal terms, use Provider as its exclusive provider for all matters relating to inmate telecommunication services.
- c. County will provide necessary power and power source, at no cost to Provider, and an operating environment with reasonable cooling consistent with general office use.
- d. County will provide suitable space and accessibility for inmates' use of telephone services.
- e. County will permit Provider to display reasonable signs furnished by Provider and not affix or allow to be affixed any other signs, equipment or information to the equipment provided by Provider.
- f. County will be responsible for designating any required destination numbers as 'do not record' to ensure privacy for, among other things, attorney client privilege calls, using system features designed for such purpose.

- g. County will comply with all federal, state and local statutes, rules, regulations, ordinances or codes governing or applicable to the telephone services offered by Provider.

17. Data Retention

Provider shall maintain detail records and recordings of calls and video visitation sessions for seven (7) years.

18. Termination

a. No Cause

1. After a period of one year from the Effective Date of this Agreement, this Agreement or any Attachments may be terminated by either party, with or without cause upon ninety (90) days written notice to the Authorized Agent of the other party.
2. If the termination is of this Agreement, all Attachments will be terminated as of the same termination date as this Agreement.

b. Cause/Breach

1. Either party may terminate this Agreement or any single Attachment if the other party defaults in any of its obligations under such Attachments and is provided with thirty (30) calendar days written notice of such default; provided, there shall be no default and no termination if the breach is cured within the notice period or, if the breach cannot reasonably be so cured, diligent efforts to effect such cure are commenced during that period and are continued until the cure is completed, which shall be within a reasonable time.
2. If the termination is of this Agreement, all Attachments will be terminated as of the same termination date as this Agreement.

c. Wrap up

1. In the event of the termination of any Attachment or this Agreement, County shall be liable to Provider for an amount equal to the value of the Services completed up to the effective date of termination.
 - a) Provider will, within thirty (30) days after such termination, submit final invoices for Services provided through the effective date of such termination.
 - b) County will pay Provider's invoices within thirty days of receipt of such invoice.
2. All Software and documentation supplied by Provider under this Agreement shall be and remain the property of Provider. Upon termination of this Agreement, whatever the reason, such Software and documentation and any copies shall be promptly returned to Provider.
3. Upon termination, Provider shall promptly return all such County owned data in format desired by County, including but not limited to computer programs, files, and documentation to the extent Provider is using, maintaining, or storing County data.
4. Upon notice of termination or expiration of a term, Provider agrees to cooperate with County and any third party designated by County, for conversion of data stored in a systems provided by Provider under this Agreement to another software application in the format desired by County.

5. Termination pursuant to the provisions hereof shall be without prejudice to any right or recourse available to the parties, and without prejudice to Provider's right to collect any amounts which remain due to it hereunder.

19. Independent Contractor

It is agreed that nothing contained in this agreement is intended or should be construed as creating the relationship of a partnership, joint venture, or association with County and Provider. Provider is an independent contractor, and it, its employees, agents, subcontractors, and representatives shall not be considered employees, agents or representatives of County. Except as otherwise provided herein, Provider shall maintain, in all respects, its present control over the means and personnel by which this agreement is performed. From any amounts due Provider, there shall be no deduction for federal income tax, FICA payments, state income tax, or for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of Provider.

20. Waiver

No provision of the Agreement may be waived unless in writing, signed by both of the parties hereto. Waiver of default of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent default of such provision, nor shall a waiver of any one provision of the Agreement be deemed to be a waiver of any other provision.

21. Authorization

Each of the parties represents and warrants that the Agreement is a valid and binding obligation enforceable against it and that the representative executing the Agreement is duly authorized and empowered to sign the Agreement.

22. Dispute Resolution

For any dispute that arises, the representatives of each party will seek a fair and prompt negotiated resolution within ten (10) days of the initial notice of a dispute. If the dispute has not been resolved after such time, the parties may escalate the issue to more senior levels. If the dispute cannot be settled informally, the parties, upon agreement, may pursue mediation. Any mediation shall take place in Minnesota with a mediator mutually agreed upon by the parties.

23. Counterparts

The Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

24. Notices

Any notices to be given under this agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, and depositing the same with the United States Postal Service, addressed to Provider at its address stated herein, and to the authorized agent of County at the address stated herein.

25. Controlling Law

The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this agreement, the legal relations between the parties and performance under the agreement. The appropriate venue and jurisdiction for any litigation hereunder will be those courts

located within County of Scott, State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota.

26. Assignment, Successors and Assigns

Neither Party shall assign this Agreement without the prior written consent of the other Party. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee.

County and Provider, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this agreement.

27. Third-party beneficiaries

The Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement.

28. Equal Employment and Americans with Disabilities

In connection with the work under this agreement, Provider agrees to comply with the applicable provisions of state and federal equal employment opportunity and nondiscrimination statutes and regulations. In addition, upon entering into this agreement, Provider certifies that it has been made fully aware of Scott County's Equal Employment Opportunity and Americans With Disabilities Act Policy, that it supports this policy and that it will conduct its own employment practices in accordance therewith. Failure on the part of Provider to conduct its own employment practices in accordance with County Policy may result in the withholding of all or part of regular payments by County due under this agreement unless or until Provider complies with County policy, and/or suspension or termination of this agreement.

29. Changes

The parties agree that no change or modification to this agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this agreement. The execution of the change shall be authorized and signed in the same manner as this agreement.

30. Severability

In the event any provision of this agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the agreement to fail its purpose.

31. Schedules

The Schedules, Exhibits, Attachments and/or Appendices attached to this agreement are considered a material part of this agreement and are incorporated herein by reference as if fully set forth herein.

32. Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between County and Provider relating to the subject matter hereof.

33. Survival

Those terms of this Agreement that by their very nature are intended to survive the expiration, termination or cancellation of the Term, including without limitation, Sections 8, 10, 11, 12, 13, and 14 of this Agreement, shall survive the expiration, termination or cancellation of the Term.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

SCOTT COUNTY

Inmate Calling Solutions, LLC d/b/a ICSolutions

by 
Jon Ulrich (Jan 25, 2021 15:50 CST)

Jon Ulrich
Scott County Board of Commissioners

by 

Michael Kennedy
Vice President Sales & Marketing

Date Jan 25, 2021

Date 1/19/2021

Attest 
Lezlie Vermillion (Jan 21, 2021 11:33 CST)

Lezlie Vermillion
Scott County Administrator

Date Jan 21, 2021

Approved as to form:



Jeanne Andersen
Assistant Scott County Attorney

Date Jan 21, 2021

ATTACHMENT 1 HARDWARE AND MAINTENANCE

1. GENERAL INFORMATION

- 1.1 Provider and County hereby enter into a hardware and maintenance agreement subject to and governed by the terms and conditions of the ICSolutions & Scott County Master Terms and Conditions.
- 1.2 Hardware and Maintenance Fees. The County shall pay the Provider no fee for the hardware and maintenance as set out herein.
- 1.3 Term. The term of this agreement shall be for a period of 5 years beginning upon the date all signatures are obtained.

2. HARDWARE

- 2.1 Ownership. All hardware installed or provided by Provider herein shall remain the property of the Provider unless otherwise expressly agreed to by the Parties in writing. Provider shall appropriately insure all hardware and County shall not be liable for any loss, damage or risk related to the hardware.
- 2.2 Hardware Provided. During the term of this Agreement, Provider shall supply County with the hardware ("hardware" or "equipment") listed below:

Quantity	Item Description
21	Stainless Steel Inmate Telephones
1	Inmate Cart Phone
As Needed	TDD/TTY and/or VRS (Video Relay Service) Devices
1	Workstation with Printer
21	Multi-Functional Inmate vPhones (20 Wall-Mounted + 1 Portable)
8	Visitor vPhones (for onsite visitation)
1	Officer Control & Monitoring Workstation
1	Lobby Registration & Scheduling Workstation
1	Firewall
4	Commercial-Grade Microwaves
Unlimited	Debit Release Cards

- 2.3 Provider shall be responsible for all necessary conduit, cable, and network infrastructure needed to install and operate the provided hardware.
- 2.4 All equipment provided shall be suitable for a secure jail environment.
- 2.5 Upon mutual written consent of both parties, Provider shall supply additional equipment and supplies if necessary, to accommodate the inmate population, at no cost to the County.
- 2.6 County shall make reasonable efforts to protect the equipment against willful abuse and shall promptly report any damage, service failure or hazardous conditions to Provider.
- 2.7 Removal. Provider shall remove equipment and software promptly upon expiration or termination of the Agreement. If equipment is not removed within 30 days of the

termination date, it shall be deemed abandoned by Provider and County shall be entitled to sell or dispose of it with no further liability or responsibility to Provider.

3. HARDWARE MAINTENANCE

- 3.1 Provider shall be responsible for all repairs that are necessary to the equipment.
- 3.2 Provider shall be responsible for any loss or damage to equipment, including damage resulting from vandalism, theft, or abuse.
- 3.3 Repair or replacement of non-working or damaged hardware shall be completed within fourteen (14) days of notice of the need for attention.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

SCOTT COUNTY

Inmate Calling Solutions, LLC d/b/a ICSolutions

Luke W. Hennen
by Luke W. Hennen (Jan 21, 2021 10:52 CST)

Luke Hennen
Sheriff

Michael Kennedy
by _____
Michael Kennedy
Vice President Sales & Marketing

Date Jan 21, 2021

Date 1/19/2021

ATTACHMENT 2 SOFTWARE LICENSE

1. GENERAL INFORMATION

- 1.1 Provider and County hereby enter into a software license agreement subject to and governed by the terms and conditions of IC Solutions & Scott County Master Terms and Conditions.
- 1.2 Software License Fees. The County shall pay the Provider no fee for the software license as set out herein.
- 1.3 Term. The term of this agreement shall be for a period of 5 years beginning upon the date all signatures are obtained.

2. SOFTWARE LICENSE AND USE

- 2.1 Software. Provider hereby agrees to provide unlimited licensing to the County for the following software in accordance with the terms and conditions contained in this agreement, collectively referred to as the "Software:"
 - 2.1.1 Centralized Enforcer® calling platform
 - 2.1.2 Visitor™ Video Visitation System, which shall include, but not limited to, the capability to provide:
 - 2.1.2.1 Remote Video Visitation
 - 2.1.2.2 Onsite Video Visitation
 - 2.1.2.3 Web-Based Visitor Registration
 - 2.1.2.4 Web-Based Scheduling for any contact, non-contact & video visits.
 - 2.1.3 The following features:
 - 2.1.3.1 Touchscreen access to inmate self-service options,
 - 2.1.3.2 Commissary ordering
 - 2.1.3.3 Law Library
 - 2.1.3.4 Inmate phone calling capabilities
 - 2.1.3.5 Cardless Debit "DLS"
 - 2.1.3.6 Facility document viewing – inmate rules, handbook, etc.
 - 2.1.3.7 Inmate portal to manage video visitation scheduling
 - 2.1.4 Word Detector™ keyword
 - 2.1.5 Argus transcription / translation tools.
 - 2.1.6 The Verifier™ real-time inmate voice identification
 - 2.1.7 The Imposter™ continuous voice biometric Provider
 - 2.1.8 The Analyzer™
 - 2.1.9 The Informer™ PREA module
 - 2.1.10 The Communicator™ paperless inmate communications portal

2.1.11 The Attendant™ automated information line for public use

- 2.2 Grant of License to Software. Subject to the terms and conditions set forth in this agreement, Provider hereby grants to County, a non-exclusive, non-sub-licensable, revocable, and non-transferable license (the "License") to use the Software as delivered in a compiled, executable form (including any applicable upgrades, enhancements, revisions or customizations to the Software made available through the modification, warranty or support provisions of the Services Agreements) together with any Software-related documentation (the "Documentation") that may be provided by Provider to County. County agrees that any use outside of such purposes would require additional consideration and the written approval of Provider. Provider reserves all rights not expressly granted to County.
- 2.3 Limitation of License. No Software, Documentation or materials provided by Provider may be used in any manner directly or indirectly related to the operation or management of any records management system or business other than the ICS management system of the County, including without limitation any timeshare, facilities management, service bureau, practice management, billing or data processing service basis. No data of any other person or entity shall be processed, except as otherwise provided in this agreement. County shall not have any right or license to prepare derivative works from the Software or Documentation or make modifications to the Software or Documentation.
- 2.4 Copies. County shall not copy the Software or Documentation in whole or in part except as expressly provided in this agreement. County shall have the right to make unlimited copies of the Software (either complete or partial) for the establishment of various testing environments, training environments, backup requirements, and a production environment, and unlimited copies of the Software training manuals for use by the County as its business needs shall reasonably require for back-up or training purposes, so long as County shall reproduce Provider's copyright and proprietary notices on each copy. All copies of the Software, Documentation and materials shall be subject to the terms and conditions of this agreement. County will keep a record of the number and location of all copies and provide a copy of this record to Provider upon request.
- 2.5 Surety Bond. As permitted herein, either party may terminate this Agreement because of the insolvency or bankruptcy of the other party. In order to protect County in the event Provider becomes unable to provide services pursuant to the provisions of this Agreement as a result of insolvency or bankruptcy, Provider shall furnish a Surety Bond, in a form reasonably satisfactory to County, issued by a Surety Company authorized to do business in the state of Minnesota. Such Surety Bond shall be made payable to County in the amount of \$50,000.00 and shall be retained during the full term of the Agreement including any renewal term(s).
- 2.6 Permitted Use; Prohibited Actions. County may use the Software and Documentation only in the manner stated in this agreement and the Documentation, which permits County to run programs from the Software, make queries to the Software, access data files from the Software, and perform other functions in the course of the County's normal and internal records management operations. County shall not, nor shall County have any other entity, install or use any software or device that attempts to interface directly to the Software or that attempts to read the Software's proprietary data files without Provider's express authorization. County acknowledges and agrees that Provider is licensing the Software and Documentation to County under the express condition that no other vendor, consultant, or any other entity that develops or licenses products that compete with Provider's products be permitted to access, use, interact with, test, repair, interface, reverse engineer, or decompile the Software or Documentation.

- 2.7 The Software is licensed on a Site basis. The Site is defined as the Scott County Law Enforcement Center and any additional satellite offices used in conjunction with the duties of County Sheriff and its Jail. An unlimited amount of County staff members shall have the software made available to them as part of this software license agreement.

3. ADDITIONAL LICENSE TERMS

- 3.1 Reverse Engineering. County agrees that it will not cause or permit the reverse engineering, disassembly, or de-compilation of the Software or Documentation, and that it will not sell, lease, license, disclose, hypothecate, give a security interest in, transfer, or rent the Software or Documentation to third parties or take any action that will adversely impact the Provider's, or Providers, rights, title and interest in the Software. County shall ensure that its employees and outside vendors comply with the terms of this agreement.
- 3.2 Return. Upon the expiration or termination of this agreement, County shall immediately return to Provider, or upon written approval of Provider, certify as destroyed, the Software, Documentation and any and all copies thereof and any other Confidential Information provided by Provider in connection with this agreement. Upon the request of Provider, County shall execute and deliver to Provider an affidavit confirming the completion of the foregoing steps.
- 3.3 Changes, updates, corrections, enhancements and workarounds for the Software remain the property of Provider and are subject to the terms and conditions of this agreement. Provider shall have the right to use all or any part of each for any work or services done for, or provided to, any other County of Provider.
- 3.4 Penetration Testing. Provider is responsible for performing penetration testing. Upon completion, Provider will discuss any found security vulnerabilities with the County and will offer recommendations on each point found to be vulnerable. If County determines security issue(s) has a significant impact on system data and/or County assets, the Agreement and Attachments may terminate this attachment for cause/breach as set for in the Master Terms and Conditions.
- 3.5 Control. County shall be exclusively responsible for the supervision, management and control of the use of the Software.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

SCOTT COUNTY

Inmate Calling Solutions, LLC d/b/a ICSolutions

Luke W. Hennen
by Luke W. Hennen (Jan 21, 2021 10:52 CST)

Luke Hennen
Sheriff

Michael Kennedy
by _____
Michael Kennedy
Vice President Sales & Marketing

Date Jan 21, 2021

Date 1/19/2021

ATTACHMENT 3 SOFTWARE MAINTENANCE AND SUPPORT

1. GENERAL INFORMATION

- 1.1 Provider and County hereby enter into a software maintenance agreement subject to and governed by the terms and conditions of the ICSolutions & Scott County Master Terms and Conditions.
- 1.2 Maintenance and Support Fees. County shall pay Provider no fee for software maintenance and support as set out herein.
- 1.3 Term. The term of this agreement shall be for a period of 5 years beginning upon the date all signatures are obtained.

2. MAINTENANCE AND SUPPORT SERVICES TO BE PROVIDED

DEFINITIONS

- 2.1 **“Correction”** means the repair or replacement of source or object or executable code versions of the Licensed Software to remedy an Error. A Correction may be in the form of a patch to the License Software.
- 2.2 **“Enhancement”** means technical or functional additions to the Licensed Software to improve software functionality or operations.
- 2.3 **“Error”** means a malfunction in the Software which degrades the use of the Licensed Software.
- 2.4 **Licensed Software”** means Provider’s products described in Master or any other Attachment for software entered into under the Master, in object code format which are licensed by Provider under the License agreement, plus all customizations provided by Provider, and any newly purchased Software that becomes subject to the Software License.
- 2.5 **“OTRS”** means the Open source Ticket Request System used by Provider to manage County telephone calls and e-mails regarding the Licensed Software.
- 2.6 **“Severity Level 1”** means that County’s ICS System is down and unable to function.
- 2.7 **“Severity Level 2”** means that County’s ICS System is operational but with limitations, for which Corrections or Workarounds are required.
- 2.8 **“Severity Level 3”** means that County’s ICS System is operational and functional, but assistance is needed.
- 2.9 **“Update”** means all published revisions to the documentation and new releases of the Licensed Software which are not designated by Provider as new products.

- 2.10 **“User Group”** means a group of Provider Customers using all or some of the Licensed Software formed to share knowledge and experiences regarding the Licensed Software.
- 2.11 **“Workaround”** means a change in the procedures followed or data supplied to avoid an Error without significantly impairing performance of the Licensed Software.

3. SOFTWARE MAINTENANCE

3.1 The following technical and functional services/improvements will be provided by Provider to County, to maintain and improve Licensed Software operations:

- (a) Updates;
- (b) Corrections contained in Updates;
- (c) Enhancements contained in Updates;
- (d) Workarounds; and
- (e) Modification to the MN State Statutes, Rules, and Regulations.

All Updates, Corrections, Enhancements and Workarounds provided to County shall be owned by Provider and shall become part of the Licensed Software and shall be subject to the terms and conditions of the Master Terms and Agreement as well as the License Agreement, including without limitation the provisions thereof regarding ownership and confidentiality. Subject to the terms of the Agreement and Attachments, Provider shall have the right to use all or any part of each Update, Correction, Enhancement and Workaround for any work or services done for, or provided to, any other County of Provider.

Updates, Corrections, Workarounds and Enhancements will be communicated to County in a single e-mail communication to person(s) to be designated by County. The communication will include detailed information about the Update, Correction, Workaround and Enhancement and provide any training, to be performed by Provider, as necessary for County’s continued use the Software. Duplication, distribution and installation of the change is the responsibility of County; however, Provider will be available to provide assistance in the installation of the Update(s) if requested by County.

3.2 Jail Management System (JMS) Interface

3.2.1 Provider shall be responsible for obtaining an FTP file from the County, in .csv format, and mapping JMS data to the Software, at no cost to the County.

3.2.2 Provider will be responsible for ongoing maintenance and updates of the JMS interface during the term of this Agreement, at no cost to the County.

4. SOFTWARE SUPPORT

4.1 Hours. Provider will provide unlimited telephone and email support from 6:00 a.m. to 7:00 p.m. Central Time, Monday through Friday, on regular County business days (i.e., excluding weekends and County holidays).

4.2 System Support. Provider will provide support services for the Licensed Software as follows:

(a) Corrections to Errors which would not otherwise be addressed by scheduled Updates; and

(b) Enhancements to the Licensed Software requested by County to the extent such Enhancements are included within the scope of Updates as determined by Provider.

(c) Provider shall provide support for previous releases for a minimum period of six (6) months following the general availability of a new release or software update, unless otherwise mutually agreed to, in writing, by Provider and County. County shall install or have Provider install, software updates, corrections, or enhancements within a six (6) month period to ensure full support from Provider, unless mutually agreed to by both parties in writing.

4.3 On-Site Support. As requested by County, and upon reasonable notice and approval by Provider, Provider shall maintain personnel at County Site to perform system administration, training, monitoring, reconfiguration, problem diagnosis, and other production system issues, to the extent possible, during normal business hours. If the request for services is due to problems or issues, and the cause of problems or issues are not due to an error, defect or nonconformity in the Software, County shall compensate Provider, on a time and materials basis, plus expenses, at the then Provider current standard rates.

5. PRIORITY LEVELS

Provider shall respond to requests for support in accordance with the following protocols in accordance with the Severity Levels, as follows:

5.1. Severity Level 1. Provider will return the call from County in 1 hour or less, with a Correction or Workaround provided as soon as possible and assigned first priority at Provider. In the OTRS system, the trouble ticket will be assigned OTRS Priority 5 (Urgent).

5.2. Severity Level 2. Provider will return the call from County in 1 hour or less and will provide a Correction or Workaround within 8 hours. In the OTRS system, the trouble ticket will be assigned OTRS Priority 4 (Escalated).

5.3. Severity Level 3. Provider will return the call from County in 8 hours or less, and will provide a Correction or Workaround within 48 hours, or other appropriate response and resolution, in a timely manner that is acceptable to County. In the OTRS system, the trouble ticket will be assigned OTRS Priority 3 (Standard).

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

SCOTT COUNTY

Inmate Calling Solutions, LLC d/b/a ICSolutions

Luke W. Hennen
by Luke W. Hennen (Jan 21, 2021 10:52 CST)

Luke Hennen
Sheriff

Michael Kennedy
by _____
Michael Kennedy
Vice President Sales & Marketing

Date Jan 21, 2021

Date 1/19/2021

ATTACHMENT 4 APPLICATION HOSTING AND MANAGED SERVICES

1. GENERAL INFORMATION:

- 1.1 Provider and County hereby enter into an application hosting and managed services agreement subject to the terms and conditions of the ICSolutions & Scott County Master Terms and Conditions.
- 1.2 Hosting and Managed Services Fees: County shall pay Provider no fee for software hosting and managed services as set out herein.
- 1.3 Term. The term of this agreement shall be for a period of 5 years beginning upon the date all signatures are obtained.

2. SERVICES:

Provider agrees to provide application hosting services and managed services (“Services”) to County as more specifically set out below.

2.1 Overview of Supported Products, Software and Hardware:

Provider will support all hardware and software associated with the Provider solution in the hosted environment at Provider facilities. During the term of this Agreement, Provider will provide the services described herein so as to maintain the covered software in good, working order, so that the covered software shall function properly and in accordance with the accepted level of performance as set forth in the Application Hosting SLA, Appendix A, which is hereby incorporated. Provider is responsible for any third party vendor as set forth in the Master Terms and Conditions to ensure Application Hosting and Managed Services to County are delivered as described in this Attachment. County shall have the right to terminate this Attachment, as set forth in the Master Terms and Conditions, if Provider’s third party vendor is not in compliance with this Attachment.

- 2.2 Hardware Support Services. Provider is responsible and will support for the operability of all hardware located in the hosted facility.

- 2.3 Backups, Disaster Recovery, High Availability and Restoration Services. PROVIDER agrees to implement and maintain industry standard processes and procedures to ensure the County’s data is highly available and the environments are secure and can be restored within (4) hours. Provider agrees to maintain daily differential backups and weekly full backups of all hosted environments.

Provider agrees to provide restorative services following any incident, outage or disaster, foreseen or unforeseen, when requested by County. Restored data and environments must be to the most recent date possible. In no circumstances, unless mutually agreed upon by Provider and County, can the restored data and/or environmental exceed more than 24 hours from the date of the incident. Unless mutually agreed upon by Provider and County restoration services must be accomplished within 4 hours. If Provider fails to meet data restoration requirements resulting in more than 24 hours loss of data, County may terminate the Agreement and Attachments for cause/breach as set for in the Master Terms and Conditions.

2.4 **Application Hosting Services:**

- 2.4.1 Definition. “Application Hosting Services” is defined as providing and maintaining a computing environment for the operation of the Provider Software applications.
- 2.4.2 Provider Responsibilities. Provider agrees to complete initialization of the Application Hosting Services, including data center-based network and platform configuration as well as installation of the County’s Provider implementation in Provider’s hosted environment. For the duration of this agreement, Provider will be responsible for making any data center-based network, platform or application configuration changes that are required to maintain performance. These services include management and deployment of all patches, releases, fixes, and scripts provided by Provider into all instances of the Software application. Provider will proactively monitor the hosted Software application to help ensure that the application is highly available (as defined in Table 1 of Appendix A as greater than 99.99%) and that downtime is minimized (to less than 4.32 minutes per month) except for mutual agreed upon maintenance windows or excluded outages defined Appendix A.
- 2.4.3 Security. Provider agrees to implement commercially reasonable measures to protect the security of the hosting environment and to prohibit unauthorized access to the hosting environment. Under no circumstances will County data, in any format, be hosted or transferred outside of the Continental United States.
- 2.4.4 User Authentication: Provider agrees to provide County with user authentication using SAML 2.0 or any other native Microsoft 365 Azure AD authentication method.
- 2.4.5 Optional Services. Provider may provide County with other services as the parties may agree upon in writing.

2.5 **Managed Services:**

- 2.5.1 Definition. “Managed Services” is defined as supporting and maintaining the Software application and associated 3rd party software.
- 2.5.2 Scope of Services. Provider shall provide services for the system ("Managed Support Services") to include the following tasks and activities.
- Manage and deploy all application patches, upgrades, releases, fixes and scripts Software utilizing necessary servers and three databases.
 - Releases are fairly straightforward and backwards compatible. Provider will provide Release Notes at least 10 business days in advance of a change, unless Scott County agrees to accept an update without having the Release Notes prior to 10 business days in advance. Notify the County of major version releases or

releases that impact the System's operating system requirements; notification to occur at least 90 business days in advance for any major releases or changes that impact the System's operating system requirements and at least 30 business days in advance for any major System version releases. If an update is available without the 90/30 day notice, Scott County can elect to move forward with that update, if desired.

- Notify the County within 5 business days of any planned or released patches, fixes or scripts to address faults or issues related to the software or database. If an update is available without the 90/30 business day notice, Scott County can elect to move forward with that update, if desired.
- Obtain approval from the County in advance to access systems prior to any release, fix, patch or script being applied; work with County to determine timing of applying the release, fix, patch or script and the appropriate instances in which to apply and take necessary action as approved by County.
- Create and deploy custom reports as directed by the County, subject to prior written approval by the County as to scope, schedule, and cost.
- Escalate issues that are beyond the Provider's capabilities to one of the Provider's partner vendors and/or subcontractors as needed. Provider is responsible for the services provided by Provider's partner vendors and subcontractors in the provision of services under this Agreement.
- At no cost to County, Provider must obtain approval from County prior to using any 3rd party vendor or subcontractor. Provider must obtain written approval from County prior to any move of County's hosted data from the hosted facility to another hosted facility.
- Monitor and track System metrics to identify potential performance and capacity issues before they impact daily operations. Provider must provide dynamic capacity in processing power (CPU), memory and storage capable of immediate "on demand" growth and ensure adequate performance exists for the application to the end users at the County during normal operations, seasonal demands and reporting and batch processing jobs.
- Notify the County via phone or email within 1 hour upon learning of any System failure affecting the operations of the System.

- Monitor, configure and troubleshoot batch services for the Provider's software.
- Obtain direction from the County to set timelines and priorities for deployment of business critical patches, releases, fixes and scripts.
- Penetration Testing. Provider is responsible for performing penetration testing. Upon completion, Provider will discuss any found security vulnerabilities with the County and will offer recommendations on each point found to be vulnerable. If County determines security issue(s) has a significant impact on system data and/or County assets, the County may terminate this Agreement for cause/breach as set for in the Master Terms and Conditions.

2.6 **Covered Support Services:**

- 2.6.1 Definition. "Support Services" are defined as support, maintenance, monitoring, tuning, reporting, enhancements, batches, patches, hotfixes, service packs, upgrades, backups and restores of all hardware, databases, the Provider Software application and any 3rd Party software in Provider's hosted environment as set forth in Appendix A.
- 2.6.2 Support issues requiring escalation will be escalated through Provider's internal tracking process. When patches and updates are necessary, notification will be sent to the County. Such patches and updates will come with a detailed list of fixes or enhancements that are included with the patch or update. Provider shall negotiate a time for installation of the patches. Preferred installation will be during the established weekly maintenance window. Formal updates shall be cumulative and contain all patches developed since the previous release. The County may request critical patches prior to a formal release, but all patches will be available in the formal release in any event. In all cases, Provider will implement the installations at the hosted facility.
- 2.6.3 Provider will accept support requests from designated members ("end-users") of the County staff, regardless of title. Provider shall review the calls being made, and shall have the right to identify to the end-user and the County any situations where end-user staff are logging incorrect or unnecessary support calls. County shall designate one or more persons, depending on the size and complexity of County's application, through whom requests by County for Support Services shall be made. Provider shall not be required to accept calls or requests from anyone other than a designated contact person. County may change its designated contact person at any time upon notice to Provider.

2.7 **Service Response:**

- 2.7.1 Hours of Operation. Provider's normal hours of support coverage for Services are 6am-7pm Central Standard Time (CST), Monday through

Friday, excluding Provider holidays. Provider provides 24/7/365 Emergency support including during non-business hours by telephone contact.

2.7.2 Help Desk. Telephone numbers will be provided for logging all service calls and questions to PROVIDER that are not submitted through the Provider County Support Portal. All calls to Provider will be logged and response time tracked through a support ticket created in the Provider County Support Portal that is entered by Scott County authorized personnel. Each call / support ticket will be prioritized based on the nature of the call and the impact to the operation.

2.7.3 Response Policy.

2.7.3.1 Priority Level Assignment. Provider shall respond to any Application Hosting Issues or interruptions reported by the County based on the priority code assigned to such error. The County shall identify the priority code when it initially reports the issue or interruption to Provider. Provider may, through mutual negotiation with the County, re-classify it after its initial investigation. The County may request, in writing, that the issue or interruption be resolved with a priority code higher than the negotiated and assigned level in which case County will pay PROVIDER for that support on a time and materials basis at a mutually agreed upon rate. This shall not be interpreted to mean that a County may customize the product, but rather that the County may request expedition of a lower level priority for a fee. The priority codes shall be assigned according the table listed below.

2.7.3.2 All support calls are to be logged by calling the Provider Support Desk or logging support issues in the Provider County support portal along with the assigned priority level. All calls to Provider shall be documented in Provider's ticketing system. The ticketing system shall be available for County for run reports on County's logged tickets. Requests may be re-prioritized through mutual negotiation and agreement with the County. Upon receipt by Provider of notice from County through the Support Center of an Application Hosting issue or interruption Provider shall respond as provided below:

Severity Level	Definition	Target Response Time
1 – Total System Failure	Total System Failure – occurs when the System is not functioning and there is no workaround; such as when a central server is	20 minutes

	down or when the workflow of an entire agency is not functioning.	
2 – Critical Failure	Critical Failure – occurs when a module of the system is not functioning and there is no workaround; such as when workflow of an entire department of an agency is not functioning.	60 minutes

2.7.4 Complaints. All complaints relating to the operation of the help service received by either party shall be communicated to the other party. This communication may be either oral or in writing to the Provider’s Authorized Contact.

3. COUNTY RESPONSIBILITIES:

3.1 Connectivity. County must maintain reliable and adequate network connectivity or a contract with Provider for dedicated connectivity as part of a separate schedule. The County must be able to provide one (1) public-facing, dedicated IP address for the Vendor-provided firewall and internet access via the County Services Ring. The County is responsible for determining their own business continuity plans and operations in the event of connectivity failures.

3.2 End-User Environment. County is responsible for their own end-user environment, including, but not limited to, end-user machines, software, and network environment.

3.2.1 End-User Application Configuration. Any internal hardware or desktop configurations inside the County will be the responsibility of the County. County is exclusively responsible for the content and accuracy of any data within the application hosting environment except when such data is compiled, calculated or similarly transformed by the Provider Application.

3.2.2 County shall retain ownership of the data (in raw form prior to any formatting by the Software application) that is within the application hosting environment. The County grants Provider the right to utilize the data for the sole purposes of supporting the County’s Software hosted environment and agrees that Provider shall be the sole and exclusive owner of the underlying Software application data structure as a compilation of data.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

SCOTT COUNTY

Inmate Calling Solutions, LLC d/b/a ICSolutions

Luke W. Hennen
by Luke W. Hennen (Jan 21, 2021 10:52 CST)

Luke Hennen
Sheriff

Michael Kennedy
by _____
Mike Kennedy
Vice President Sales & Marketing

Date Jan 21, 2021

Date 1/19/2021

APPLICATION HOSTING SLA

I. SLA Overview:

- a. The purpose of the Provider Managed Services Hosting SLA is to set the County expectations and service performance levels that will be provided and the metrics or performance indicators by which those SLAs will be measured.

II. Application Availability:

- a. Application shall consist of, but not be limited to, the following components, as part of Provider's Hosted Services:
 - i. Sufficient Server and storage space reserved for use by County to accommodate expected application response times for the business unit in the Provider hosting environment, including network devices, virtualization technologies, and backups. Provider will ensure the memory, processing power, space and disk speeds are of sufficient performance to ensure all seasonal demands, batch jobs and reporting processing efforts are responsive and can be completed during working hours and within expected durations.
 - ii. Power and cooling in the Provider hosting environment for the County's hosted Software Application, 3rd party software and all associate hardware; and
 - iii. Redundant internet at all Provider's hosted data facilities for access to the hosted Software Application.
 - iv. All software installed by Provider on behalf of the County.
 - v. All operating systems necessary to support effective operation of the hardware and installed software.
- b. The Application Availability Percentage shall be calculated each month during the term of the Service Agreement using the following formula:

$$\text{Total minutes of Application Availability per month} / \text{Total minutes per month}$$

The application shall be deemed available when County has full use access to the software installed on behalf of the county.

c. **Remedy Procedure**

The procedure for obtaining County's remedy in the event that Provider fails to meet the Application Availability SLA set forth above are as follows:

County must notify Provider in writing within five (5) business days of the service interruption by opening a support ticket and providing the following details:

- Subject of the support ticket must be: "Claim Notice"

- List the date the service interruption occurred
- List an estimate of the amount of actual service interruption minutes
- Ticket number of the documented service interruption event

Provider will confirm the information provided in the Claim Notice within five (5) business days of receipt of the Claim Notice. If Provider cannot confirm the service interruption, then County and Provider agree to refer the matter to authorized agents of Parties for resolution. In any month where County notifies Provider of a Claim Notice, and Provider confirms that it is out of compliance with this Service Level Agreement, Provider will provide County with a Monthly Application Availability Percentage Report which will be the basis of service credits which shall apply as set forth below.

- d. Failure for Provider to maintain 99.99% or greater availability, excluding scheduled maintenance times agreed to by the County, shall constitute a material breach in service.
 - e. For purposes of determining the Application Availability Percentage, the following causes of Application unavailability will be excluded:
 - i. Outages due to scheduled maintenance or emergency maintenance approved by the County;
 - ii. Outages resulting from a Force Majeure event;
 - iii. Outages caused directly by acts or omissions of County or its employees, agents, contractors or representatives;
 - iv. Outages due to the use or failure of any County owned or provided equipment or software used in connection with the services;
 - v. Outages resulting from Provider following or implementing instructions or procedures issued by County;
 - vi. Outages resulting from network outages on infrastructure provided by Scott County;
 - vii. Outages or connectivity issues resulting from wireless communication devices by commercial wireless providers used by Scott County; and
 - viii. Outages resulting from third-party interfaced systems.
- III. County Compliance. Without limiting the foregoing, County agrees that neither it nor its employees, agents, contractors or representatives shall attempt, in any way, to circumvent or otherwise interfere with any security precautions, procedural controls, acceptable use policy, change management or other Provider policies relating to the Provider service offering. Any such actions may cause a disruption in service. Any disruption of services which results in the violation of these provisions shall be excluded from the Application Availability SLA and County will have no right to any Availability Service Credit or other remedy under this SLA or otherwise with respect to such disruption. County will be responsible and indemnify Provider for, any damage or service interruptions caused by County or its employees, agents, contractors or representatives in violation of these provisions, including, without limitation, any damage to any Provider provided equipment or colocation infrastructure or

other affected County equipment. County will pay Provider, at the current published rates, for reasonable remedial services resulting from the County's actions.

- IV. Change Management. Provider will provide the County with at least three (3) days prior notice before performing scheduled maintenance and as much notice as possible when performing Emergency Change Controls. Provider will use commercially reasonable efforts to minimize the impact of any change control and, when possible, schedule the change control to eliminate or minimize impact to the County's Service. However, Provider reserves the right to proceed with any change control if it is determined, by Provider in its sole discretion that a change control is necessary to maintain the overall integrity of the Services if the County has received proper notifications of the impending change.

ATTACHMENT 5 INSTALLATION AND IMPLEMENTATION

1. GENERAL INFORMATION

- 1.1 In order to install and implement software, hardware and services between the parties, Provider and County hereby enter into this installation and implementation agreement subject to the terms and conditions of the ICSolutions & Scott County Master Terms and Conditions.
- 1.2 Installation and Implementation Fees: County shall pay Provider no fee for installation and implementation services as set out herein.
- 1.3 Term. This agreement shall remain in effect for one hundred eighty (180) days from its Effective Date or until all obligations set forth in this agreement have been satisfactorily fulfilled, unless earlier terminated as provided, whichever occurs first.

2. PROFESSIONAL SERVICES

- 2.1 Provider will:
 - 2.1.1 Install and/or implement Provider's Systems – hardware and software.
 - 2.1.2 Provide to County such personnel and services as are reasonably required for completion of the tasks set out herein.
 - 2.1.3 Provide a project manager, on behalf of Provider, for the project who will:
 - 2.1.3.1 Be responsible for all aspects of the project;
 - 2.1.3.2 Have the full knowledge of the objectives of the project;
 - 2.1.3.3 Provide the appropriate Provider resources; and
 - 2.1.3.4 Be responsible for all administrative and technical decisions on the project.
 - 2.1.4 Ensure Software and hardware compliance through activities which will include:
 - 2.1.4.1 Setting up the development environment;
 - 2.1.4.2 Developing necessary modifications;
 - 2.1.4.3 Developing necessary Jail Management System (JMS) and phone/video visitation system interfaces;
 - 2.1.4.4 Converting data from existing commissary system;
 - 2.1.4.5 Conducting unit testing;
 - 2.1.4.6 Configuring software;
 - 2.1.4.7 Developing all reports requested by County;

2.1.4.8 Providing documentation and procedures;

2.1.4.9 Providing user training material.

2.1.5 Develop and provide training as follows:

2.1.5.1 Using a train-the-trainer approach for the Systems, Provider will provide training on use of the ICS products, to County staff and external business partners designated by County as primary trainers as determined in an agreed upon training plan; and

2.1.5.2 Provider will train County system administrators and IT staff on basic systems logging, configuration, troubleshooting mechanisms and data base structures; and

2.1.5.3 Provider will provide all training material and documentation; and

2.1.5.4 Provider will be on-site for one week for the initial training.

2.1.6 Conduct and assist in testing as follows:

2.1.6.1 Provider will complete all unit testing prior to user system testing activities; and

2.1.6.2 Provider will complete all configuration and configuration testing to ensure proper Software performance and results; and

2.1.6.3 Provider will complete all report testing to ensure accurate results; and

2.1.6.4 Provider will complete all modification/enhancement testing prior to user system testing.

2.2 Timeline:

The work shall proceed according to the timeline as agreed upon by County and Provider, as set out in Appendix A of this Attachment, which is attached and hereby incorporated.

Provider shall be excused from performance of the Services at County Site while, and to the extent that, its use of the facilities at County Site is prevented by any event or casualty beyond the reasonable control of Provider. In the event of such an event or casualty, County shall be responsible for making alternate arrangements with respect to the interrupted use of the facilities; however, Provider agrees to cooperate with County to restore Provider's use of County Site as soon as reasonably practicable. In any such situation, the timeline will be revised to reflect any necessary extension of time as agreed to by the Parties.

2.3 Site:

Where implementation requires physical components being place on County property, Provider shall be responsible for installation at a site designated by County (the "County Site") as long as County Site is deemed suitable by Provider.

2.4 County responsibilities.

2.4.1 County, shall provide a project manager, for the project who will:

2.4.1.1 Be the primary day-to-day contact for County; and

2.4.1.2 Be responsible for ensuring that managers, supervisors and other County project team members adhere to the project deadline; and

2.4.1.3 Be responsible for communication with Provider.

2.4.2 County shall ensure that its hardware and software currently in use meets the technical requirements necessary for interface with Provider Software. County understands that it is the obligation of County to order, purchase, and install equipment and software that is compatible with Provider's Licensed Software. The Licensed Software cannot be installed or tested until all required equipment is on hand and in complete working order. Provider shall have no liability for late or malfunctioning installations caused by late or nonworking County equipment.

2.4.3 County shall provide sufficient office space to house such employees, contractors, agents or representatives of Provider ("Provider Representatives") as Provider may reasonably deem to be necessary to perform the Implementation Services at County Site and shall provide Provider Representatives with such access to County's Facilities as may be reasonably necessary to enable such persons to perform the Implementation Services, including without limitation:

a) the use of County's computer network and associated modems, printers and other peripheral equipment and devices, and associated support systems, including Internet access;

b) the use of County's telephone system, including hardware, switches and lines;

c) the use of suitable office space, furniture and supplies, including photocopiers and fax machines, and adequate parking space for Provider's personnel; and

d) the use of all integral building support systems and utilities, including lighting, heating, cooling and electricity at all times as Provider may reasonably determine to be required for it to provide the Management Services at County Site.

2.4.4 County testing responsibilities:

County will complete all user acceptance testing for base application, any gap modifications to the application, and any further enhancements made to the application as requested by Provider.

2.5 Joint Provider and County responsibilities:

2.5.1 County and Provider shall partner in completing the following activities:

- 2.5.1.1 Identify and document when the requirements are fully met, as is, by the ICS product;
- 2.5.1.2 Identify and document when the requirements can be fully met through configuration;
- 2.5.1.3 Identify and document the GAP issues;
- 2.5.1.4 Review a documented GAP issues report and agree on a solution. Document each solution on the report and agreed to delivery date; and
- 2.5.1.5 Provide a written and signed GAP statement that indicates 'sign-off' of the GAP process and attach the sign-off to the GAP issues report.

2.6 Staff:

Provider Representatives shall not unreasonably interfere with the normal work activity at County sites. Provider Representatives shall at all times comply with all security measures reasonably established by County with respect to Provider Representatives' use of the Facilities at County Sites.

2.7 Acceptance:

Acceptance testing shall be commenced immediately upon County's decision to go-live with Licensed Software. County shall have 90 days from the go-live date to identify and notify Provider of deficiencies or errors that do not conform to the specifications set forth in County's initial Request for Proposal. The Licensed Software shall be deemed accepted by County if Provider is not notified by County of any such deficiencies or nonconformities within the specified 90 day period.

2.8 Project Completion:

The project will be considered complete when Systems are installed in a 'live' production setting, all training has been provided and updated documentation delivered, and the software maintenance and support agreement is initiated.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

SCOTT COUNTY

Inmate Calling Solutions, LLC d/b/a ICSolutions

Luke W. Hennen
by Luke W. Hennen (Jan 21, 2021 10:52 CST)

Luke Hennen
Sheriff

Michael Kennedy
by _____
Michael Kennedy
Vice President Sales & Marketing

Date Jan 21, 2021

Date 1/19/2021

ICSOLUTIONS IMPLEMENTATION SCHEDULE

Task Name	Work	Duration	Start	Finish
3.3 Phone & Video Vistation System (ICSolutions)	5 hrs	58 days	Mon 12/21/20	Wed 3/17/21
3.3.1 Implementation Project Planning Process	0 hrs	8 days	Mon 12/21/20	Mon 1/4/21
3.3.1.1 Review Contract/RFP Requirements & Project Setup	0 hrs	1 day	Mon 12/21/20	Mon 12/21/20
3.3.1.2 Kick-Off Meeting	0 hrs	1 day	Tue 12/22/20	Tue 12/22/20
3.3.1.3 Conduct Pre-Installation Site Survey	0 hrs	2 days	Wed 12/23/20	Mon 12/28/20
3.3.1.4 Installation Plan Customization & Review with Facility	0 hrs	2 days	Tue 12/29/20	Wed 12/30/20
3.3.1.5 Scheduling for Onsite Installation	0 hrs	2 days	Thu 12/31/20	Mon 1/4/21
3.3.2 Implementation Project Execution Process	5 hrs	47 days	Tue 1/5/21	Fri 3/12/21
3.3.2.1 Equipment & Network Provisioning	0 hrs	20 days	Tue 1/5/21	Tue 2/2/21
3.3.2.2 Equipment Build/Testing/Ship	0 hrs	15 days	Wed 2/3/21	Wed 2/24/21
3.3.2.3 Convert Existing Data (If Applicable)	0 hrs	4 days	Thu 2/25/21	Tue 3/2/21
3.3.2.4 Site Installation	4 hrs	3 days	Wed 3/3/21	Fri 3/5/21
3.3.2.5 Cutover	1 hr	1 day	Mon 3/8/21	Mon 3/8/21
3.3.2.6 User Acceptance Testing	0 hrs	2 days	Tue 3/9/21	Wed 3/10/21
3.3.2.7 Training	0 hrs	2 days	Thu 3/11/21	Fri 3/12/21
3.3.3 Implementation Project Monitoring & Controlling Process	0 hrs	2 days	Mon 3/15/21	Tue 3/16/21
3.3.4 Project Closing Process	0 hrs	1 day	Wed 3/17/21	Wed 3/17/21