

EXHIBIT 5

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Champaign County (IL) Contract with ICSolutions

PRISON
POLICY INITIATIVE

INMATE TELEPHONE SERVICES AGREEMENT

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

- 1. Term of Contract.** This Agreement shall commence upon the date inmates within the Facility's control begin placing telephone calls from the Equipment, which has been estimated to be October 15, 2013 (the "Cutover Date") based on this Agreement being fully executed not less than 45 days prior to such date and shall remain in force and effect for three (3) years from the Cutover Date (the "Initial Term"). This Agreement shall renew for two (2) additional terms of one (1) year, each upon the same terms and conditions as set forth herein, unless either party otherwise provides written notice to the other party at least ninety (90) days prior to a scheduled renewal. Notwithstanding the foregoing, either party may terminate this Agreement, based on a material, adverse economic change beyond such party's reasonable control, with sixty (60) day's prior written notice. In the event Facility terminates this Agreement prior to the completion of the Initial Term, then Facility shall have the option to purchase the VizVox System from ICS for the unamortized portion of the cost thereof less the one-time Installation Fee described in Section 6. The unamortized cost of the VizVox System shall be \$10,152.83 times the number of full months that would have otherwise remained in the Initial Term. ICS shall transfer ownership of the VizVox System to Facility upon the earlier of (i) completion of the Initial Term; or (ii) payment by Facility of the foregoing unamortized amount. In the event ICS terminates this Agreement prior to the completion of the Initial Term, then ICS shall reimburse Facility a prorated amount of the Installation Fee at the rate of \$25,000 per year for each year, or fraction thereof, that would have otherwise remained in the Initial Term. Upon termination of this Agreement, Facility shall immediately cease the use of any ICS-owned Equipment provided hereunder.
- 2. Equipment.** This Agreement applies to the provision of Equipment by ICS within space provided by the Facility at each of the "Service Locations" listed on Exhibit A, attached hereto. The term "Equipment" is defined herein as telephone sets and computer systems and software, all as more fully described on Exhibit B, attached hereto. All Equipment shall be installed by properly trained personnel and in a good, workmanlike manner. Any Equipment of ICS installed upon the premises owned, leased or otherwise under the supervision of Facility, shall remain in all respects the property of ICS. ICS reserves the right to remove or relocate any Equipment that is subjected to recurring vandalism or insufficient usage. ICS shall not exercise such right of removal or relocation unreasonably and, in any case with at least thirty (30) days prior notice to Facility. Upon removal of Equipment by ICS, ICS shall restore the premise to its original condition, ordinary wear and tear excepted.
- 3. Alteration and Attachments.** Facility shall not make alterations or place any attachments to Equipment and Equipment shall not be moved, removed, rendered inoperable or unusable, or made inaccessible to inmates or users by Facility without the express written permission of ICS.
- 4. Training.** ICS shall provide on-site training plus internet-based training at no cost to Facility. Additional training may be provided upon Facility's request based on availability of ICS.
- 5. Call Rates.** ICS shall provide collect calling services to End-Users, on both a pre-paid and post-billed basis, at the rates and charges set forth on Exhibit C, attached hereto. ICS reserves the right to establish thresholds for the level of collect call credit to be allowed by the billed consumer. Rates

and charges may be subject to change based on an order or rule of a regulatory authority having applicable jurisdiction.

6. **Consideration.** ICS will install, operate and maintain Equipment at no charge to Facility, except for a one-time fee of \$75,000 (the "Installation Fee") for completion of installation and setup of the VizVox video visitation system, and in further consideration of the Facility granting ICS exclusive rights for the installation and operation of Equipment at the Service Locations. The Installation Fee shall be due immediately upon installation and acceptance of the VizVox system. ICS may charge certain service fees to end-users as more fully described on Exhibits B & C, attached hereto. In addition, ICS shall provide Prepaid Debit Card Release Services, subject to certain requirements by Facility, all as more fully described on Exhibit D, attached hereto.
7. **Facility shall:**
 - a. Advise ICS of any Services Location or related premise that has been closed.
 - b. Throughout the term of this Agreement, including any renewal terms, use ICS as its exclusive provider for all matters relating to inmate telephone services.
 - c. Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to ICS.
 - d. Provide necessary power and power source, at no cost to ICS, and an operating environment with reasonable cooling consistent with general office use.
 - e. Provide suitable space and accessibility for inmates' use of telephone services.
 - f. Permit ICS to display reasonable signs furnished by ICS and not affix or allow to be affixed any other signs, equipment or information to the Equipment.
 - g. Permit reasonable access by ICS to Facility's Locations as reasonably necessary for ICS to install, support and maintain the Equipment.
8. **Law and Venue.** The domestic law of the State of Illinois shall govern the construction, interpretation and performance of this Agreement and all transactions hereunder. All disputes hereunder shall be resolved exclusively in state or federal jurisdictions located in Champaign County of Illinois.
9. **Notices.** Any notice or demand required hereunder shall be given or made by mail, postage prepaid, addressed to the respective party at the address first set forth above unless otherwise communicated in writing.
10. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Any orders placed by Facility hereunder shall be incorporated herein by mutual consent of the parties and shall supplement but not supersede the provisions of this Agreement. The Facility represents and warrants that it has the legal authority to make decisions concerning the provisions of space for telephones placed by ICS at the Service Locations covered by this Agreement and that ICS may rely thereon. This Agreement supersedes any prior written or oral understanding between the parties.
11. **Risk of Loss.** ICS shall relieve Facility of all risk of loss or damage to Equipment during the periods of transportation and installation of the Equipment. However, Facility shall be responsible for any

loss or damage to Equipment located on the premise caused by fault or negligence of Facility, its employees or other individuals, excluding inmates, under Facility's supervision.

12. **Default.** In the event either party shall be in breach or default of any terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof by the other party, then, in addition to all other rights and remedies at law or in equity or otherwise, including recovering of attorney fees and court cost, the non-breaching party shall have the right to cancel this Agreement without charge or liability. The waiver of any default hereunder by either party shall not constitute, or be construed as, a waiver of any subsequent default.
13. **Assignment.** This Agreement may be transferred or assigned, in whole or in part, by ICS to any parent, successor, subsidiary, or affiliate of ICS. ICS may sub-contract any portion of its duties hereunder provided, however, it shall remain at all times responsible for such sub-contracted duties. This Agreement may otherwise only be transferred or assigned by a party with the written consent of the other party, which consent shall not be unreasonably withheld or delayed.
14. **Relationship.** The parties hereto are independent contractors and this Agreement shall not be construed as a contract of agency or employment. Each party shall be solely responsible for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and any taxes applicable to such party's employees. Each party represents and warrants that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate actions; (c) its performance hereunder shall be in compliance with applicable state and federal legal and regulatory requirements.
15. **Indemnification.** Each party shall indemnify, defend and hold harmless the other party from and against any and all claims, losses, injuries, or demands asserted by third parties (collectively "Claims") arising from the material breach, negligent acts or misconduct of such indemnifying party, its agents or employees, in the performance of any of its obligations hereunder. Except for the foregoing express indemnification, each party shall bear its own liability and costs of defense for any third party claims.
16. **Force Majeure.** Either party may suspend all or part of its obligations hereunder and such party shall not otherwise be held responsible for any damages, delays or performance failures caused by acts of God, events of nature, civil disobedience, military action or similar events beyond the reasonable control of such party.
17. **Severability.** If any of the provisions of this Agreement shall be deemed invalid or unenforceable under the laws of the applicable jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of ICS and Facility shall be construed and enforced accordingly.
18. **Special ADA.** ICS will install Equipment in accordance with the Americans with Disabilities Act and any related federal, state and local regulations in effect at the time of installation. ICS shall make any alterations to the Equipment as necessary for its correct operation and/or compliance with applicable laws at no cost to Facility.
19. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF GOODWILL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES REGARDLESS OF THE FORM OF ANY CLAIM, WHETHER IN CONTRACT OR IN TORT OR WHETHER FROM BREACH OF THIS AGREEMENT,

IRRESPECTIVE OF WHETHER SUCH PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

20. **Warranty.** Subject to Facility's compliance with its obligations hereunder, Equipment shall be free from defects in workmanship and material, shall conform to ICS' published specifications in effect on the date of delivery or as otherwise proposed to Facility in writing, and shall not infringe any patent or trademark. This warranty shall continue while Equipment is in operation at each Location. Facility shall provide ICS with prompt written notification as to the specifics of any nonconformity or defect and ICS shall have a commercially reasonable timeframe to investigate such nonconformity or defect. As Facility's sole and exclusive remedy, ICS shall, at ICS' sole option and expense, either: (a) correct any nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (b) use reasonable efforts to provide a work-around for any reproducible nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (c) replace such nonconforming or defective Equipment; or (d) promptly refund any amounts paid to ICS by Facility with respect to such nonconforming or defective Equipment upon ICS receipt of such nonconforming or defective Equipment. ICS does not warrant that the operation of the Equipment shall be uninterrupted or error-free. No warranty is made with respect to the use of Equipment on or in connection with equipment or software not provided by ICS. Equipment may contain recycled, refurbished or remanufactured parts which are equivalent to new parts. ICS makes no warranties or representations that it will solve any problems or produce any specific results.

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

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

ownership of the same as provided hereunder. The obligations of this paragraph shall survive termination of this Agreement for a period of three (3) years.

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

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

- 23. License to Use Software.** With respect to the Equipment provided under this Agreement, ICS hereby grants to Facility a nontransferable, nonexclusive license to install, store, load, execute, operate, utilize and display (collectively, "Use") the runtime versions of the Enforcer[®] software in performance of this Agreement including, where applicable to the purposes hereunder, such Use on computers owned by Facility. Such license is specific to the Facility and Location(s) for which the ICS Services are provided and may not be transferred other than through an authorized assignment of this Agreement. Upon the termination hereof, this license and all rights of Facility to Use the Enforcer[®] software will expire and terminate. Facility will not transform, decompile, reverse engineer, disassemble or in any way modify any of the Enforcer[®] software or otherwise determine or attempt to determine source code from executable code of any elements of the Enforcer[®] software.
- 24. Third Party Software.** Third-party software licenses may be contained in certain software included with equipment and may therefore require a click-through acceptance by any users. Such software licenses are incorporated herein by reference and can be made available upon request.
- 25. Taxes.** Except as expressly provided for herein, each party shall bear responsibility for its own taxes and such other costs and expenses arising in connection with the performance of their respective obligations hereunder.
- 26. Insurance and Bond.** At all times during the Term of this Agreement, ICS shall maintain in effect the following types and amounts of insurance:
- a. General Liability Insurance: \$1,000,000 per occurrence; \$1,000,000 personal injury; \$2,000,000 general aggregate; \$2,000,000 products/completed operations.
 - b. Commercial Automobile Liability: \$1,000,000 Combined Single Limit.
 - c. Workers' Compensation: ICS shall comply with all workers' compensation requirements for the jurisdictions in which employees/representatives perform applicable duties.
- ICS shall provide certificates evidencing the above coverage amounts upon request from Facility. In addition to the foregoing, ICS shall, throughout the Initial Term, maintain a performance bond in a form reasonably acceptable to Facility, and in an amount up to \$75,000, to ensure ICS performance hereunder including, without limitation, ICS' reimbursement of the Installation Fee, if applicable, under Section 1 hereof.
- 27. Application to Similar Parties.** The parties acknowledge that certain counties within the same State as Facility (each an "Affiliated County") may wish to obtain equipment and related services substantially similar to the Equipment and related services set forth herein. ICS may, at no cost or

obligation to Facility, enter into a definitive agreement with an Affiliated County and incorporate the terms and conditions of this Agreement by reference.

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

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

Inmate Calling Solutions, LLC

Sheriff Dan Walsh
(Signature)

DAN WALSH
(Printed Name)

SHERIFF
(Title)

10/3/13
(Date)

Champaign County Sheriff's Office

Brendan Philbin
(Signature)

BRENDAN PHILBIN
(Printed Name)

VICE PRESIDENT
(Title)

10/1/13
(Date)

Exhibit A – Facility Addresses

Principle Business Address (used for all notices hereunder):

204 E Main St.
Urbana, IL 61801

Service Locations:

<u>Location Name</u>	<u>Address</u>
Champaign County Sheriff's Office	204 E. Main St. Urbana, IL 61801
Satellite Jail	502 S. Lierman Avenue Urbana, IL 61802

Equipment to be shipped to:

Champaign County Sheriff's Office
ATTN: CPT Allen Jones
204 E. Main St.
Urbana, IL 61801

Exhibit B – Equipment

Centralized Enforcer® servicing the satellite jail and main facility:

- 38 new inmate phones - Facility may specify the length of the handset cords.
- 2 new TDD/TTY devices
- 2 workstations
- Aramark Commissary interface supporting 'over the phone' ordering via the inmate telephone system. *(ICS to provide time and material quote for the development & implementation of commissary ordering via the VizVox Kiosk upon Aramark's ability to support the technology).*
- New World interface to provide automated PINs & information sharing
- Online storage of call recordings and call detail records throughout the Term of this Agreement
- New World integration to support the Attendant automated IVR to be deployed by ICS
- Investigator Pro Voice Biometrics
- Nexidia Keyword Search
- Inmate Voice Mail (\$.50 fee per voice mail)
- Implementation and Training
- 2 Deposit Kiosks (one for booking and one for public location)
- Deposit Services (Kiosk, Web based and phone: (Facility agrees to pick up cash from both kiosks and make deposits to an ICS-designated account)

KIOSK DEPOSIT FEE STRUCTURE				
Gross Amount Deposited	Web	Phone	<u>Kiosk Credit</u>	<u>Kiosk Cash</u>
\$0.01 - \$19.99	\$2.95	\$3.95	\$2.95	waived
\$20.00 - \$99.99	\$5.95	\$6.95	\$5.95	waived
\$100.00 - \$199.99	\$7.95	\$8.95	\$7.95	waived
\$200.00 - \$300.00	\$9.95	\$10.95	\$9.95	waived

Service / Application Name	Fee Amount
Electronic Message with/without Attachment(s) - ea.	\$0.40
Electronic Message Print – ea.	\$0.10
Attachment – Color Print – ea.	\$0.15
Attachment – Black and White Print – ea.	\$0.15

SECURE MAIL PACKAGE PRICING		
Email Package	Price of Package	Price per Email
5 Messages	\$1.75	\$0.35
20 Messages	\$5.99	\$0.30
40 Messages	\$9.99	\$0.25

SECURE PHOTO PACKAGE PRICING		
Photo Package	Price of Package	Price per Photo
5 Photos	\$1.75	\$0.35
20 Photos	\$5.99	\$0.30
40 Photos	\$9.99	\$0.25

VizVox Video Visitation System

- 25 VizVox multi-functional inmate kiosks
- 8 VizVox visitor kiosks
- Web-Based visitor registration & scheduling
- Onsite and Remote video visitation.
- Grievance filing
- Sick Call / Medical Appointment requests
- Inmate email
- Inmate 411 information broadcast
- Remote Visitation Fee of \$10.00 per 20 minute session
- Turnkey Installation including all necessary conduit and cabling
- Full Warranty & Support for entire contract duration and any extensions thereof
- All onsite video visitation sessions at either Service Location or between Service Locations will be provided at no charge to Facility, the inmate or the visiting party.

Exhibit C – Call Rates

The following rates apply to all call types from all Service Locations:

Calling Rates		
<u>Call Type</u>	<u>Per Call Charge</u>	<u>Per Minute Charge</u>
Local	\$0.00	\$0.17
IntraLATA	\$0.00	\$0.17
InterLATA	\$0.00	\$0.17
Interstate	\$0.00	\$0.17
International	\$0.00	\$0.50

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

Call rates shown do not include local, county, state and federal taxes, regulatory fees and the below listed billing/funding fees:

Bill Statement Fee:	\$2.49
Funding Fee:	\$6.95
Refund Fee:	waived

Exhibit D - Prepaid Debit Card Release

1. **Release Method.** ICS shall provide technical support and coordination for the following release method for processing inmate trust fund & debit calling account balances to Facility's inmates at time of release from Facility:

Prepaid Debit Cards ("Cards"): described as, a debit card which may be used for ATM withdrawals and/or pin-based and signature purchases after inmate activation. The Cards will be issued by First California Bank in Palm Desert, California ("Issuing Bank") and transactions processed by Rapid Financial Services ("Processor"). Additional release methods may be made available to the Facility throughout the term of this Agreement and shall become part of this Agreement with Facility's acceptance. No release methods shall be implemented without Facility approval. Another Card brand, Issuing Bank or Processor may be substituted during the term of this Agreement at ICS's discretion and shall not constitute an "additional release method." Facility will be notified in writing of any such change.

2. **Maintenance of Designated Account.** Facility shall maintain an account at the following bank ("Designated Account") from which funds will be withdrawn by ICS and sent to the Issuing Bank:
Bank Name: BUSEY BANK
Bank Address: 201 W. MAIN ST, URBANA, IL 61801
Routing Number: [REDACTED]
Account Number: [REDACTED]
Bank Contact Name and Title: NANCY WEIMER
Bank Contact Phone Number: 217-351-6500
3. **Authorization to Withdraw Funds from Designated Account.** Facility hereby authorizes ICS to withdraw funds from the Designated Account without signature or notice to effect all deductions and other transactions due ICS provided for in this Exhibit D. ICS shall notify Facility if at any time there are insufficient funds in the Designated Account to cover any amount that is due and owing to ICS. Facility shall promptly pay such amount to ICS. ICS will withdraw funds from the Designated Account BUSEY BANK on a daily basis to cover the funds necessary for the issued Cards. This authorization shall remain in full force and effect until ICS has received thirty (30) days' prior written notice from Facility of its termination. Facility shall give ICS no less than three banking business days prior written notice if the Designated Account is to be changed.
4. **Responsibilities of the Facility.** Responsibilities of the Facility are outlined in the attached Exhibit D-1, "Security Requirements for the Storage of Prepaid Cards". ICS reserves the right to modify such Exhibit as reasonably necessary to comply with applicable laws, rules and regulations. ICS shall provide written notice thereof to Facility.
5. **Fees, Charges, Taxes.** ICS shall charge end users fees in accordance with the fee structure located in Attachment D-2. All such fees shall be assessed to the card holder/inmate. Each party shall be responsible for calculating, collecting and remitting its own federal, state and/or local taxes, associated with the release services. No taxes will be applied to the Cards.
6. **Equipment.** All equipment and materials applicable to the services under this Attachment to the Agreement shall remain the property of ICS and, upon expiration or termination of this Agreement, ICS shall promptly remove all equipment and materials from the Facility's premises. Facility shall be responsible for any unusual wear and tear, lost or stolen equipment and any lost, stolen or improperly funded Cards during the term of this Agreement pursuant to Attachment D-1 of this Agreement.
7. **Fiduciary Responsibility.** Facility agrees that it shall, to the full extent allowed by law, assume all liability for any Facility-related job functions that lead to discrepancies/deficiencies associated with any funding, Card loss, improper storage, etc. expressly attributed to the loading, inventorying and distribution of the Cards to the Facility inmates.

Attachment D-1
Security Requirements for the Storage of Prepaid Cards

The security requirements in this document are based on policies and guidelines developed by the Payment Networks and industry best practices. These requirements must be implemented at all locations that store and distribute instant-issue card products.

Card Ordering

Card orders will be shipped to the designated locations by Processor or its assignees by bonded and approved carrier. Card orders must be signed for upon arrival. All cards must be placed at the time of receipt into inventory in a secured storage area. An employee designated by management should be appointed to ensure the physical and procedural security policies are implemented.

Card Inventory

Physical security of the cards in inventory must be maintained at all times. Cards must be stored in a controlled environment, such as a safe or locked storage device, with access limited to employees who have successfully passed background screening checks.

An inventory log must account for the number of cards received, cards used, cards spoiled (cards that cannot be used due to damage, tampering or expiration) and remaining cards that should balance to the number of cards on hand at any time. An explanation of spoilage should be included on the log. Any inventory discrepancy must be reported to Processor as soon as detected.

Card Destruction

Processor may request return of unused cards in inventory for destruction for any of the reasons listed below.

1. Cards are compromised or tampered with;
2. Card stock expired;
3. Cards are damaged or defective;
4. Program is terminated.

Cards to be returned should be securely packaged. A copy of the inventory log should be included in the shipment. A second copy of the inventory log should be transmitted to Processor electronically.

Alternatively, Facility may destroy any defective or damaged Cards and certify such destruction by maintaining a detailed inventory log, and destroying the cards using a cross cut shredder that creates pieces no larger than ¼ " by ½" in size. A certified report of destruction outlined in Attachment D-2, attached hereto and incorporated herein by this reference, must be submitted to Processor on a monthly basis even if no cards were destroyed in that period.

The remainder of this page intentionally left blank.

Attachment D-2
Certificate of Destruction of Defective or Damaged Cards

I _____ certify that the cards listed below were either damaged or defective. I further certify that the cards below were destroyed using a cross cut shredder that created pieces no larger than ¼ " by ½" in size.

Destruction Date (mmddyyyy)	Card Number	Expiration	Name (first, last)	Signature

Attachment D-3
Inmate Release Card Program Fees

	Charge
Card Activation Fee	Free
Weekly Maintenance*	\$1.50
Support Calls Fee	Free
Pin Change Fee	Free
Domestic ATM Fees**	\$2.75
International ATM Fees**	\$3.75
ATM Account Inquiry	\$1.50
POS Debit Fee (PIN and signature)	Free
ATM Decline for NSF	\$2.75
ATM Decline International Fee	\$3.75
Card to Bank Funds Transfer (ACH)	\$3.00
Account Closure Fee (should a cardholder want to receive a check from the bank)	\$25.00

No fee for service calls.

Replacement Card if lost: \$10.00

* After 36 hours of being issued, the Card starts incurring weekly maintenance fees to cover the cost of the FDIC insured account.

** Fees may also be imposed by the local ATM provider and are in addition to Processor's card fees.