

## 5. FINANCIAL OFFER

ICSolutions' financial offer for Cass County includes:

- ✓ Commission Rate of 65% of Total Gross Revenue *Including* Interstate Calling, OR Commission Rate of 75% of Total Gross Revenue *Excluding* Interstate Calling
- ✓ A \$50,000.00 Minimum Annual Guarantee in Total Yearly Commissions
- ✓ A \$35,000.00 Contract Signing Bonus
- ✓ Reduced & Simplified Rate Plan
- ✓ Reduced or Eliminated Fees

ICSolutions' offer is based upon a five (5)-year contract with annual renewals, and the components of our offer are described in greater detail in the sections below. In addition, ICSolutions' offer includes all of the following at **no cost to the County**:

- ✓ Centralized call processing via the ENFORCER®
- ✓ 19 stainless steel inmate telephones
- ✓ 7 visitation phone sets (14 handsets total), wired to The ENFORCER® for monitoring & recording
- ✓ 1 TDD/TTY device
- ✓ 1 dedicated workstation with printer
- ✓ All necessary Inmate Phone System hardware, software, and **unlimited user licenses**
- ✓ Installation, training, and warranty, maintenance, and support for the life of the contract
- ✓ **The ENFORCER® Investigative Suite**
  - Interface to JMS for automated inmate ID / PIN updates
  - The Verifier inmate voice biometric validation with auto enrollment option
  - Data Detective data mining & link analysis tools
- ✓ **The ENFORCER® IVR / Communication Suite**
  - The Attendant<sup>SM</sup> informational IVR for inmates and public callers
  - The Communicator<sup>SM</sup> phone-based inmate communications portal
  - Optional inbound inmate voicemail, which generates additional commission revenue
- ✓ **Interface to Banking / Commissary Vendor** (if desired & supported by vendor)
  - Automated debit-time processing for card-free debit calling
  - Over-the-phone commissary ordering
- ✓ Optional **Access Corrections** product suite
- ✓ Optional **inmate tablets** from Jail Education Solutions, which can be set up as a self-funding program through the sale of premium content
- ✓ Online storage of inmate call recordings and data for the life of the contract, plus any required retention period thereafter
- ✓ **99.999% system uptime guarantee**
- ✓ 24 x 7 x 365 live, U.S.-based technical & customer service

Some vendors avoid paying commissions on their revenues by assessing a long list of non-commissionable fees. Vendors may also define certain calls as special call types, outside the scope of traditional collect, prepaid, or debit calling. For these calls, the vendor may charge higher rates and pay lower commissions than the traditional calling options which were disclosed in the RFP response. This practice may result in consumers paying higher prices for phone calls and facilities receiving lower commissions.

**For example:**

In a recent bid for another Inmate Telephone Services contract for a County facility, it was revealed through public bid documents that the current vendor had instituted two types of “promotional calls,” which were not commissioned at the same rate as traditional Collect, Prepaid Collect, and Debit calling. While the prices for these call types were \$9.99 per call to \$14.99 per call, the County received commissions of only 3% on the \$9.99 calls and 10.7% on the \$14.99 calls. These calls equated to more than 25% of the total calls from this County’s facilities.

This means **the current phone vendor is collecting more than 90% of the revenue from over a quarter of the phone calls** placed from this facility!

Because such a large portion of the call traffic was moved to the lower-commission-rate call categories, the County was missing out on a great deal of commission revenue. In fact, had the County received its regular commission rate on these calls, they may have received upwards of an additional \$135,000 in annual commissions.

The practices described above result in an inflated-looking commission rate percentage that might look good in a proposal, but in real life means **less actual revenue for the Facility.**

ICSolutions understands how difficult it can be to compare commission rates when the percentage rates offered are based on unknown future revenues that could be impacted by a number of variables. Therefore, we are removing the guesswork by offering Cass County a **Minimum Annual Guarantee** for each contract year.

While comparing commission percentages on their face value can be an important part of the proposal evaluation process, the true test will come each year, as you add up the actual commission checks you’ve received. **Guaranteed revenue eliminates all uncertainty and ensures that the Facility can meet its budgetary demands, each and every year.**

## Reduced or Eliminated Fees

ICSolutions is proud to have some of the lowest account fees in the industry – leaving **more funds available for commission-generating inmate calling**. The list below includes many of the fees that are charged by vendors in the Inmate Telephones Services industry today. ICSolutions' charges (limited to a single cost-recovery fee) are noted in the center column:

Industry Fee	ICSolutions Fee Amount	Applies To
<b>Bill Statement Fee</b>	<b>FREE</b> – waived for Cass County!	Collect
<b>Funding Fee</b>	<b>\$6.95</b> per phone or website transaction	Prepaid
<b>Mail-In Payment Fee</b>	<b>FREE</b>	Prepaid
<b>Western Union Payment Fee</b>	<b>FREE</b>	Prepaid
<b>Refund Fee</b>	<b>FREE</b> – waived for Cass County!	Prepaid
<b>Regulatory Recovery Fee</b>	<b>FREE</b>	Prepaid
<b>Wireless Admin Fee</b>	<b>FREE</b>	Prepaid
<b>Single Bill Fee</b>	<b>FREE</b>	Collect
<b>Paper Statement Fee</b>	<b>FREE</b>	Collect
<b>Account Setup Fee</b>	<b>FREE</b>	Prepaid
<b>Account Maintenance Fee</b>	<b>FREE</b>	Prepaid
<b>Inactive Account Fee</b>	<b>FREE</b>	Prepaid
<b>Account Close-Out Fee</b>	<b>FREE</b>	Prepaid
<b>Non-Subscriber Line Charge</b>	<b>FREE</b>	Collect & Prepaid
<b>Inmate Station Service Charge</b>	<b>FREE</b>	Collect & Prepaid
<b>Cellular Telephone Surcharge</b>	<b>FREE</b>	Collect & Prepaid
<b>Third-Party Payment Processing Fee</b>	<b>FREE</b>	Prepaid
<b>State Regulatory Recovery Fee</b>	<b>FREE</b>	Collect & Prepaid
<b>Check/Money Order Processing Fee</b>	<b>FREE</b>	Prepaid

**AMENDMENT NO. 1 to the  
INMATE TELEPHONE SERVICES AGREEMENT**

This Amendment No. 1 to the Inmate Telephone Services Agreement dated April 12, 2016 (the "Agreement") is made by and between **Inmate Calling Solutions, LLC, d/b/a ICSolutions ("ICS")** and **Cass County Sheriff's Office** (the "County") effective upon execution hereof.

Whereas, the parties agree as follows:

1. Capitalized terms not expressly defined herein shall have the meaning ascribed thereto under the Agreement.
2. The initial Term of the Agreement is hereby amended to be through April 11, 2026. Thereafter, the optional one-year renewals set forth in Section 1 of the Agreement shall apply.
3. The Equipment, more fully described on Exhibit B to the Agreement, is hereby amended to add the following:
  - The Visitor™ Visitation System, including:
    - 6 Inmate Vphone units
    - 2 Visitor Vphone units
    - 1 Mobile unit
    - Lobby Registration Kiosk
    - Visitation Management Module
  - Word Detector™ management module, including
  - Message of the Day feature

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

*"Remote Video Visitation (per session up to 30-minutes).....\$7.50"*

5. The Exhibit D to the Agreement is hereby amended to read as follows:

*"ICS shall pay to County a Commission of 60% of the Adjusted Call Revenue for all call types generated from County's Service Locations. For the purpose of the foregoing, "Adjusted Call Revenue" shall mean the gross call revenue minus an offset of \$.25 per call (the "VVS Offset") to be withheld by ICS to reimburse its cost of providing the Video Visitation System. Once ICS has collected an aggregate of \$40,133 in VVS Offsets, then the VVS Offset shall be eliminated and, thereafter, the Commission shall be based on the full gross call revenue. ICS shall also pay to County a Commission of 50% of any service fees collected with respect to Video Visitation services."*

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

*{Remainder of page intentionally left blank. Signature page follows.}*