

**ATTACHMENT 5  
RATES AND REVENUE SHARE**

On a monthly basis, Contractor shall pay the State Entity a monthly payment which shall be the greater of the Revenue Share (defined as the product of the Revenue Share Percentage and the Gross Revenue) or MMG as defined below. Contractor shall follow the payment requirements in **Attachment 2 – Scope of Services, Section 22 – Payment and Reporting** of the Contract. If the amount of the Revenue Share calculated on the Gross Revenue (as defined) is less than the MMG, the State Entity shall not be responsible for refunding any portion of the MMG to Contractor.

**Revenue Share Percentage:** The amount of Revenue Share due the State Entity will be determined by multiplying the amount of Gross Revenue (as defined Attachment 2 – Scope of Services, Section 19 – Revenue Share, as amended) by 59.6%.

**MMG:** Contractor shall pay the State Entity a Minimum Monthly Guarantee (MMG) payment in the amount of \$325,000.00 for each month under the Contract for the ITS.

**Financial Incentive:** Contractor provided the State Entity a one-time Financial Incentive in the amount of \$4,000,000.00 on January 4, 2017 (“Financial Incentive”).

**Calling Rates:**

- A. Effective January 1, 2017 through October 31, 2017, the per minute rates shall be as reflected in the chart below.
- B. Effective November 1, 2017 forward, the Long Distance In-State per minute rate for all calls within Mileage 17-9999 shall be \$0.16.

CALL TYPE	PRE-PAID COLLECT, DIRECT BILLED, DEBIT
	Per Minute Rate
Local	\$0.13
Long Distance In-State	
Mileage 0-16	\$0.13
Mileage 17-9999	\$0.17
Intralata/Interstate	\$0.21
Interlata/Interstate	\$0.21
Domestic International (US Territories Only)	\$0.21
Domestic International (Excluding US Territories)	\$0.50
International – Mexico	\$0.50
International – All Other Countries	\$0.75

**Fees, Regulatory Charges, and Taxes:**

Fee/Charge Name	Description	Amount
Pre-Paid Collect Fees	Fees charged to end-users for funding a pre-paid collect account via IVR, website or other automated method.	\$3.00 per deposit
	Fees charged to end-users for funding a pre-paid collect account via live agent.	\$4.75 per deposit
	Fees charged to end-users for funding a pre-paid collect account via cash, money order or check.	\$0.00 per deposit

Pre-Paid Collect Transaction Fee	Fees charged to end-users for funding a pre-paid collect account via third-parties:  Money Gram: Western Union: JPay Online Funding:	100% Pass Through; No Mark-up Allowed  \$10.99 per deposit \$3.95 per deposit \$3.50 per deposit
Debit Refund Fee	Fee charged to inmates for obtaining a refund for unused debit funds via Western Union.	\$1.50
Universal Service Fund	Universal Service Fund is applied to only interstate calls and is changed quarterly by the FCC.	16.7%* *adjusted quarterly
Applicable Taxes	All required taxes are allowed.	Vary 100% Pass Through; No Mark-up Allowed
Pre-Paid Collect Account Funding Minimum	Minimum amount a called party can deposit when opening/funding a pre-paid collect account.	\$0.00
Pre-Paid Collect Account Funding Maximum	Maximum amount a called party can deposit when opening/funding a pre-paid collect account.	\$200.00
All Other Fees	Fees or charges applied by Contractor or a third party for calls processed through the inmate telephone system from the State Entity's Facilities.	\$0.00

**Voicemail Messaging:** The rate for voicemail messages shall be \$1.00 per completed voicemail message, and Contractor shall pay \$0.75 to the State Entity for each voicemail message completed by the end user to the inmate. Contractor shall provide the \$0.75 payment to the State Entity on each completed voicemail message before any deductions are made for unbillable transactions, bad debt, rejected voicemail messages, uncollectible transactions, fraudulent transactions, merchant adjustments, malfunctions, or any other Contractor expenses. Additionally, the State Entity shall not be liable for any of Contractor's costs including, but not limited to, taxes, shipping charges, network charges, insurance, interest, penalties, termination payments, attorney fees, or liquidated damages. The State Entity can cancel voicemail messaging at any time during the Contract without penalty.

**Cost Reimbursement Payment:** Should a material change in the rules or policies of the FCC or other regulatory body applicable to ITS occur following the execution of this Contract, which change affects: (1) the ITS rates permitted to be charged by the Contractor to inmates under this Contract; (2) the right of the State Entity to recover its ICS costs; or (3) the ability of the State Entity to require Contractor to pay to the State Entity Revenue Share, fees (including but not limited to the a cost reimbursement payment) or other ITS cost recovery mechanisms, then, at the State Entity's request, Contractor and the State Entity will negotiate in good faith an Amendment to the Contract, reasonably acceptable to the State Entity, that enables the State Entity to fully recover its ITS costs in a manner compliant with the change in the FCC's or other regulatory body's ITS rules or policies.